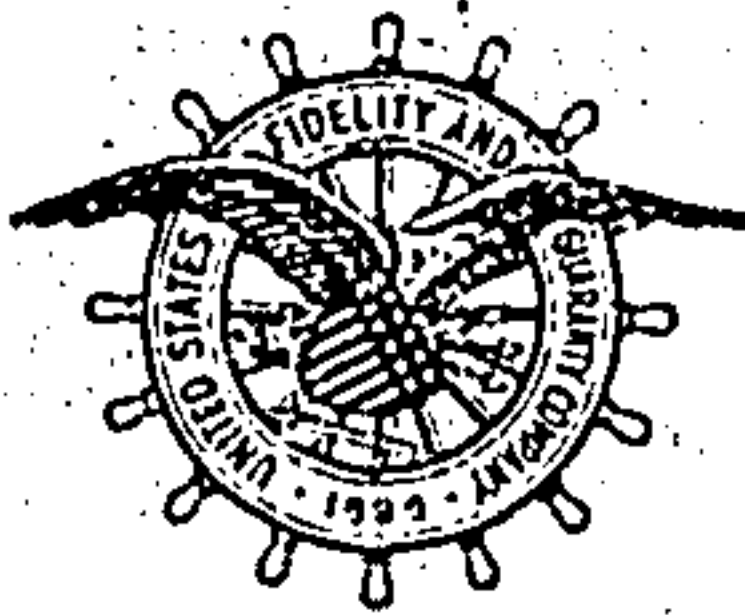


DELONY BONDING &amp; INSURANCE CO.

BIRMINGHAM ALABAMA



4486

# UNITED STATES FIDELITY AND GUARANTY COMPANY

## BALTIMORE • MARYLAND

Applicants must give full and explicit data under the following heads, and must supply a copy of the Contract for filing with this application. As this requirement is essential to the proper preparation of the bond and the Company's judgment of the case, care in complying with same will expedite the issuance of the bond.

1. Full name of applicant L. P. Chesser Company, Inc. Age \_\_\_\_\_
2. Business address 613 North 28th Street - Birmingham, Alabama  
(Street, City and State)
3. If a co-partnership, give following particulars:

| Co-Partnership | NAME | ADDRESS | AGE |
|----------------|------|---------|-----|
|                |      |         |     |
|                |      |         |     |
|                |      |         |     |
|                |      |         |     |

4. If a corporation, answer these questions:

In what State incorporated? Alabama When incorporated 6-1-49 Principal office Birmingham, Ala.

President's Name L. P. Chesser Vice-President's Name Floyd Chesser

Secretary's Name Mary M. Chesser and Treasurer's Name Robert

What officers under your charter are authorized to sign a sealed instrument of writing, binding on the corporation? L. P. Chesser

5. Amount of Bond. Bid \$ \_\_\_\_\_ Performance \$5,223.35 Labor & Material \$22,611.68

6. To whom given? Give full name and business address. If to a corporation, give exact corporate title Water Works Board of the Town of Carrollton, Alabama

7. Nature of Contract Construction of Water Distribution System Extensions and Additions to Water Treatment Plant

8. Contract price \$5,223.35 (Contract dated May 11, 1954)  
(If contract price is per unit of measure, so state and give probable total of Contract)

9. Name of { Engineer } in charge Polglaze-Basenberg Address Birmingham, Ala.  
~~Architect~~  
What is his estimate of cost? \$ \_\_\_\_\_ Your estimate? \$ \_\_\_\_\_

| 10. NAMES OF OTHER BIDDERS    | ADDRESS                    | BID                |
|-------------------------------|----------------------------|--------------------|
| <u>M - W Construction Co.</u> | <u>Tupelo, Mississippi</u> | <u>\$49,311.00</u> |
| <u>W. F. Drewry</u>           | <u>Aliceville, Alabama</u> | <u>\$50,155.00</u> |
| c _____                       |                            | \$ _____           |
| d _____                       |                            | \$ _____           |
| e _____                       |                            | \$ _____           |

11. Amount and nature of Contract sub-let. None
12. Will personal or corporate bonds be required from sub-contractors? \_\_\_\_\_
13. Term of maintenance or guarantee period \_\_\_\_\_
14. Nature and value of work to be maintained or guaranteed \_\_\_\_\_
15. Percentage reserved for maintenance or guarantee period \_\_\_\_\_

17. Penalty for non-completion at above date 25.00 Per day Premium for completion before above date None

18. Payments when and how made? 30 days

19. Are payments to be made in cash?.....If not wholly in cash, in what?.....  
Yes

20. Percentage reserved from payments until completion.....10%.....

21. Have you ever had your application for Contract Bond declined by any Company? Ans. No.....

22. Have you ever applied elsewhere for this Bond? If so, with what result? no

| Character | Original Price | Payments thus Far Received | Money retained for work performed | Date Contract will be finished | Name of Surety |
|-----------|----------------|----------------------------|-----------------------------------|--------------------------------|----------------|
| a.        |                |                            |                                   |                                |                |
| b.        |                |                            |                                   |                                |                |
| c.        |                |                            |                                   |                                |                |
| d.        |                |                            |                                   |                                |                |
| e.        |                |                            |                                   |                                |                |

**24. THIS APPLICATION MUST BE ACCOMPANIED BY FINANCIAL STATEMENT.**

25. What insurance do and will you carry on present contract?.....Fire:—\$.....

|                                                            |                      |                      |                      |
|------------------------------------------------------------|----------------------|----------------------|----------------------|
| Employer's Li-<br>ability or<br>Workmen's<br>Compensation. | Name of Company..... | Public<br>Liability. | Name of Company..... |
|                                                            | Policy Limits.....   |                      | Policy Limits.....   |
|                                                            | Expiration.....      |                      | Expiration.....      |

26. Do you carry Fidelity bonds on your employes handling funds?.....

27. Give following information regarding principal contracts performed:

[illegible]

28. References: Give Architects, Engineers or Owners for whom you have done work, Bankers and Supply Houses:

[illegible]

Each of the undersigned hereby warrants that the foregoing statements, made to induce United States Fidelity and Guaranty Company (hereinafter called the Company) to execute or procure the bond herein applied for (the term bond being used herein to include all bonds herein applied for and every continuation, renewal, substitute or new bond), are true, and, should the Company execute or procure said bond, hereby agrees as follows: First, to pay or cause to be paid to the Company in advance a premium of \$.....for the bid or proposal bond (the same to be added on the premium for the performance bond if executed or procured by the Company), and a premium of \$.....

.....for the performance bond, if any, being at the rate of \$.....per thousand dollars of the amount of { bond } stated above for the { term of two years or fraction thereof } and an additional premium at the rate of \$.....per thousand dollars of the { bond } first year or fraction thereof { }

.....per thousand dollars of the { bond } uncompleted portion of the contract { annually in advance thereafter until written evidence satisfactory to the Company of its discharge from all liability by reason of having executed or procured said bond shall be furnished to the Company at its Home Office in the City of Baltimore, Maryland; and, should the amount of bond or contract price be increased above the amount thereof stated above, to pay or cause to be paid to the Company an additional premium, at the same rate per thousand dollars of such increased amount, and, should the amount of bond or contract price be decreased below the amount thereof stated above, the Company will, on demand and in accordance with its manual rates and regulations, refund any excess of premium paid; if the contract carries a guaranty or maintenance provision extending the bond beyond acceptance of the work, or if the bond applied for herein guarantees maintenance, each of the undersigned agrees to pay or cause to be paid to the Company in advance a maintenance premium of \$.....for the entire term thereof, said maintenance premium being at the rate per annum of \$.....per thousand dollars of the amount of { bond } stated above; Second, to indemnify the Company against all loss, damages, claims, suits, costs and expenses whatever, including court costs and counsel fees at law or in equity, or liability therefor, which the Company may sustain or incur by reason of: executing or procuring said bond, or making any investigation on account of same, or procuring its release or evidence thereof from same, or defending, prosecuting or settling any claim, suit or other proceeding which may be brought or threatened by or against any of the undersigned or the Company in connection with same or any collateral security hereunder or any of the agreements herein contained, and to place the Company in funds before it shall be required to make any payment; Third, to assign and convey and does hereby assign and convey to the Company as collateral to secure the obligations herein and any other indebtedness or liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, all the right, title and interest of the undersigned in and to: (a) said contract and any change, addition, substitution or new contract (including all retained percentages, deferred payments, earned moneys and all moneys and properties that may be due or become due under said contract, change, addition, substitution or new contract), and every sub-contract let or that may be let in connection therewith and every bond securing the same, and every claim which the undersigned may have or acquire against any person furnishing or agreeing to furnish labor, material, supplies, machinery, tools or equipment in connection with said contract or any sub-contract; and (b) all machinery, equipment, plant, tools, supplies and materials which are now or may hereafter be about or upon the site of said work, including supplies and materials now or hereafter purchased for or chargeable to said contract which may be in process of construction, or in storage elsewhere, or in transportation to said site; such assignment to be effective as of the date of the construction contract but only in event of (1) any breach of any of the agreements herein contained or of said contract or performance bond or of any other bond executed or procured by the Company on behalf of the applicant herein, or (2) any assignment by the applicant for the benefit of creditors, or the appointment, or any application for the appointment, of a receiver or trustee for said applicant, whether insolvent or not, or (3) any proceeding or the exercise of any right which deprives the applicant of the use of any of the machinery, equipment, plant, tools, supplies or material referred to; Fourth, that in the event of any breach of said contract or performance bond by any of the undersigned, the Company shall have the right, at the expense of the undersigned, to complete said contract or to contract for the completion thereof or to consent to the re-letting or completion thereof by the obligee in said bond; Fifth, that liability hereunder shall extend to and include all amounts paid by the Company in good faith under the belief that it was liable therefor or that such payments were necessary to protect any of its rights hereunder or to avoid or lessen its liability, and the vouchers or other evidence of such payments shall be conclusive evidence of the fact and extent of the liability of the undersigned to the Company in regard thereto; Sixth, to waive and does hereby waive all right to claim any property, including homestead, as exempt from levy, execution, attachment, sale or other legal process under the constitution or law of the United States of America or the Dominion of Canada, or of any state, territory or province; Seventh, that the undersigned shall not be relieved of liability hereunder by the Company's consenting to any change, addition, substitution or new obligation in connection with said bond or any contract covered thereby, notice of any such change, addition, substitution or new obligation being hereby waived; Eighth, that the Company shall have the right to decline to execute said bond or bonds or any of them (including the right, if it shall execute said bid or proposal bond, to decline to execute any or all other bonds herein applied for); Ninth, that the Company may fill up any blanks left, or correct any errors in filling up any blanks, herein or in the said foregoing statements, and such insertions or corrections shall be prima facie correct; Tenth, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising; Eleventh, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed; Twelfth, that each corporate undersigned, if any, warrants that it is financially interested in the execution of said bond and in the performance of the obligation which said bond is given to secure and that it is fully empowered to obligate itself hereby; Thirteenth, that this agreement shall be liberally construed so as to fully protect and indemnify the Company; Fourteenth, that the above agreements shall bind the undersigned and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall inure to the benefit of any co-surety or reinsurer of the Company on said bond.

Signed and sealed as of May 11, 1955

## IF INDIVIDUAL SIGN HERE

Witness: ..... [SEAL]

Witness: ..... [SEAL]

## IF CO-PARTNERSHIP SIGN HERE

Witness: ..... [SEAL]

..... [SEAL]  
(Individually and as a Co-partner)

..... [SEAL]  
(Individually and as a Co-partner)

..... [SEAL]  
(Individually and as a Co-partner)

## IF CORPORATION SIGN HERE

L. P. CHESLER COMPANY, INC.

(Name of Corporation)

By L. P. Chesler President

Attest: [Signature] Secretary

SEE FOLLOWING PAGE FOR IMPORTANT INSTRUCTIONS

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Instrument was filed for record the 27 day of Aug. 1955 at 8 o'clock, P.M. and recorded in Book 174 Page 458, and the Mortgage Tax of        and Deed Tax of        has been paid.

[Signature] Judge of Probate