



CONTRACT SURETY – SMALL CONTRACTOR APPLICATION

Single Bond Limits to \$300,000, Aggregate Programs to \$500,000

Aggregate programs excess of \$300,000 require FYE business financial statements or tax returns and personal financials
If the business statement is more than six months old, a current interim statement is required

Principal/Company Name: _____ Phone: _____

Full Address: _____ License No. _____
No., Street, City, State, Zip Code

Type of Company: Sole Proprietorship Partnership (S) Corporation C Corporation LLC

Year Started: _____ How many years under current ownership? _____

Primary Type of Work Performed: _____

Usual Territory of Operations: _____

Largest contract completed in the last 3 years – Contract Price \$ _____ Gross Profit \$ _____

Current Work on Hand No of Jobs: _____ Remaining Cost to Complete \$ _____

OWNER(S)/INDEMNITORS (Use additional sheet if necessary. ALL Owners and spouses must indemnify.)

1.) Name: _____

Address (No/Street/City./State/Zip) _____

Social Security Number: _____ % of Business Ownership: _____

Married: Yes No Spouse: _____ Soc.. Sec.. # _____ % Ownership _____

2.) Name: _____

Address (No/Street/City./State/Zip) _____

Social Security Number: _____ % of Business Ownership: _____

Married: Yes No Spouse _____ Soc.. Sec.. # _____ % Ownership _____

Please refer to the attached Exclusion List before submitting a request.

BOND REQUEST

Bond Type: (check one)

- Bid Bond Performance Bond Performance & Payment Bond
- Subcontractor Performance & Payment Bond Supply Bond Maintenance Bond

Bond Form: Surety Co. AIA State (*attach copy*) Federal Other (*attach copy*)

Obligee Name: _____

Obligee Full Address: _____

Job Description: _____

Job Location: (City & State) _____ Amount Subcontracted \$ _____

Bid Bond % or Dollar Amount: _____ Bid Date: _____

Total Amount of Contract Bid: \$ _____ Re-scheduled Bid Date: _____

Anticipated Start Date: _____ Expected Completion Date: _____

Liquidated Damages: _____ Warranty/Maintenance Period: _____ (*Not to exceed 1 year*)

Does the contract include option extensions: Yes No If "Yes" how many/until when? _____

Performance Bond Percentage: _____ Payment Bond Percentage _____ Supply Bond Percentage _____

Status of Prior Bids: Bond No. _____ Low Not Low Bond No. _____ Low Not Low

Final Bonds - Contract Award:

Total Contract Price: \$ _____ Contract Date: (date signed) _____

Bid Results: Low \$ _____ 2nd \$ _____ 3rd \$ _____

Performance Bond Amt: \$ _____ Payment Bond Amt: \$ _____ Supply Bond Amt: \$ _____

Please attach a sheet with an explanation for any "Yes" responses.

Have you ever been bonded before? _____ If "Yes", by whom and why are they not providing bonds for you now? _____

Are you or any business in which you are involved, currently in litigation or is litigation pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any current jobs in dispute or have had liens filed against them?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you or any business in which you are involved currently delinquent in the payment of taxes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you or any business you were involved with ever filed for bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has this company or a prior company, any officer, owner or partner caused a loss or expense to a Surety?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Any person who knowingly and with the intent to defraud a surety company or any other person files an application for a surety bond containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material; thereto, commits a fraudulent act and may be subject to civil and/or criminal penalties

INDEMNITY AGREEMENT – READ CAREFULLY

By signing this Indemnity Agreement (“Agreement”) Principal and each of the undersigned (collectively “Indemnitors”) affirm that the statements in the foregoing application (“Application”) are true and made to induce **Capitol Indemnity Corporation and/or Platte River Insurance Company**, their successors and assigns (hereinafter “Surety”) to issue bonds on behalf of Principal or other Indemnitor (collectively “Bonds”) The term Bonds includes any bond issued before, on, or after the date of this Agreement and any extension, renewal, modification or substitution of or addition to the Bonds. Indemnitors jointly and severally agree, for themselves, their personal representatives, successors and assigns:

1. To fully reimburse, indemnify and hold harmless Surety against all liability, loss, claims, demands, attorneys fees, costs and expenses of every kind and nature (collectively “Loss”), which Surety incurs or for which it may become liable as a consequence of issuing the Bonds, regardless of whether the Surety has actually received a claim or paid any amount
2. To pay the Surety the initial, fully earned premium and all subsequent renewals, extensions or modifications until the Surety is provided with written evidence, satisfactory to the Surety, that its liability on such Bond(s) has been discharged or terminated as a matter of law.
3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bonds. An itemized statement of or sworn voucher from the Surety attesting to the Loss shall be prima facie evidence of Loss.
4. If Surety establishes a reserve account, the Indemnitors shall immediately upon demand provide Surety with acceptable collateral equal to the reserve set and any future reserve increases, whether or not Surety has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual and potential claims against the Bonds are exonerated and all Loss is fully reimbursed.
5. All money and other proceeds of the obligations covered by the Bonds (“Obligation”) are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the Surety’s liability is completely exonerated
6. To secure Indemnitors duties and obligations to Surety Indemnitors, upon surety’s declaration of principal’s default assign to Surety all right and title to and interest in amounts due under the Obligation and under all other bonded and unbonded contracts, all agreements, notes, accounts or accounts receivable in which Indemnitors have any interest, and all subcontracts under Obligation
7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to Principal or any Indemnitor representing payment of Obligation monies) deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of the Surety in receiving the indemnification from Indemnitors. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.
8. Indemnitors, jointly and severally, do hereby assign, transfer and convey to the Surety all of their right, title, interest and estate in and to all of their property, real, personal or mixed, in which the indemnitors presently have, or may hereafter obtain. Such assignment to be effective as of the date hereof.
9. Upon submission of the Application and until full satisfactory performance of the Obligation and exonerated of the Bonds, Surety may freely access, examine, copy and obtain Indemnitors’ books, records, credit reports and accounts (“Records”). Indemnitors authorize third parties in possession of these records to furnish Surety any information requested in connection with any transaction.
10. Each Indemnitor agrees he, she or it is bound to every obligation in the Agreement regardless of (a) whether the principal fails to sign any bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors’ duties and obligations under this Agreement ; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound or released; or (e) the failure of any other person or entity to sign this Agreement.
11. Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issue bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring liability to the Indemnitors
12. As used in the Agreement, the plural and singular shall include each other as circumstances require. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.
13. A facsimile, photocopy, electronic or optical reproduction of this Agreement shall be admissible in a court of law with the same force and effect as the original.
14. Indemnitors agree that this Agreement is a continuing obligation of the principal and Indemnitors. Indemnitors may notify the Surety of their intent to withdraw from this Agreement by sending written notice, by certified or registered mail to the Surety at **<Select Office>**. Indemnitors agree withdrawal shall be not less than thirty (30) days after actual receipt of such notice and only for Bonds executed or authorized by Surety after the effective date. Indemnitors agree they remain liable to Surety for any and all Bonds executed or authorized by Surety prior to the effective date of such withdrawal.
15. Surety may decline to execute any Bond(s) applied for without incurring liability to the Indemnitors.

Signed this _____ day of _____ 2_____

Principal/Company Name: _____

Authorized Signature: _____

Print Name & Title: _____

Indemnitor Signature: _____ **Indemnitor Signature:** _____

Print Name: _____ Print Name: _____

Social Security No. _____ Social Security No. _____

Indemnitor Signature: _____ **Indemnitor Signature:** _____

Print Name: _____ Print Name: _____

Social Security No. _____ Social Security No. _____

REQUIREMENTS

Experience:

The nature of the work to be performed is consistent with the knowledge and experience of the principal's present organization and the usual/primary work performed by the organization.

Territory:

The contract is located in the territory in which the principal conducts its usual operations.

All projects must be in the fifty United States and the District of Columbia.

EXCLUSIONS

The Service/Supply/Supply and Install Bond Program excludes the following:

- Projects where time for completion exceeds 12 months
- Projects where the maintenance / warranty period exceeds 12 months
- Subdivision bonds, site bonds and completion bonds whether for residential or commercial projects
- Contracts/projects where the subcontracted portion exceeds 25% of the contract price.
- Projects where the bid spread exceeds 10% and \$15,000
- Projects that include delay damages greater than \$500 per day
- Dual or multiple obligee bonds
- Demolition projects
- Boat construction of any kind
- Hazardous materials/environmentally sensitive projects of any kind including closure/post closure bonds, reclamation bonds, asbestos abatement, soil remediation and underground tank removal
- Projects performed on or in the water including dredging, bulkheads, piers, breakwaters
- Technology projects that include software supply and installation
- Principals currently or previously in claim with Capitol Indemnity/Platte River or another surety
- Projects for private residences (the homeowner/owner of the residence will be the Obligee)
- Projects that include efficiency warranties or guarantees or guarantees of cost savings
- Design / Build contracts
- Indefinite Quantity Contracts

Surety, in its sole discretion, may decline to write any bond it determines unacceptable.