



Small Contractor Program Application

(Up to \$1,000,000 per Single Limit)

CONTRACTOR DATA Fed Tax ID _____ Date started in Business _____

Type of Business: Partnership ☐ (S) Corporation (C) Corporation Sole Proprietorship LLC LLP

Company Name _____ Phone _____

Company Address _____ City _____ State _____ Zip _____

Type of Work _____ Territory of Operations _____

Largest Job Completed in the last 5 years – Contract Price \$ _____ Job Description _____

Bank Line of Credit (BLOC): Yes No Amount _____ Amount Available _____ Expiration Date _____

Are there any unfinished bonded contracts with other sureties? Yes No If yes, attach explanation _____

OWNER DATA / INDEMNITORS (Provide the information below on all owners; use additional sheet if necessary)

Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
SS# _____	SS# _____
% of Business Ownership _____ Married ☐ Yes ☐ No	% of Business Ownership _____ Married Yes No
Spouse Name _____	Spouse Name _____
SS# _____	SS# _____

Credit Reports will be obtained during the underwriting process.

*** For new applicants, complete and sign the General Indemnity Agreement ***

GENERAL DATA

Disputes, Financial Difficulties, Problems, Etc.

- Failed in business or declared bankruptcy?
 - Failed to complete a job or been assessed with delay damages?
 - Been in claim with a Surety or denied bonding?
 - Been involved in any lawsuits or disputes in the last 5 years?
 - Were you bonded in the past - by whom?
 - Are you an owner or partner in any other business?
- Explain all "yes" answers fully below or attach explanation _____

Company

Yes No
Yes No
Yes No
Yes No
Yes No
Yes No

Any officer, owner or partner

Yes No
Yes No
Yes No
Yes No
Yes No
Yes No

BOND REQUEST DATA If no bond is needed at this time, but only prequalification for future bonding, check here _____ Start Date _____

Time for Completion _____ Liquidated Damages _____ Maintenance Period _____

Obligee (Who is requiring the contractor get a bond?) _____

Obligee Address _____ City _____ State _____ Zip _____

Scope of Work / Description _____

Job Physical Address _____

Check and Complete (check one only): (For private jobs or subcontracts, please provide a copy of the contract and bond forms (if applicable)).

Bid Bond:

Bid date _____

Estimated total amount of bid: \$ _____

Bid Bond % or flat amount _____

Amount Subcontracted (%, \$) _____

OR

Final Bond:

Contract Price \$ _____

Engineers Estimate \$ _____ Contract Date _____

Performance & Payment Bond

Bid secured by: Check Bond

Next two lowest bidders _____

BOND FORM DATA

Arch Or AIA Bond Form (send copy for review)

Obligee Form (send copy for review)

Federal Form



*** This page must be completed if applying for a bond program in excess of \$750,000 up to \$1,500,000 ***

Contractor's Company Name _____

Contractor's Company Address _____

FINANCIAL DATA Please submit the following:

☐ **Business Financial Information for C Corporations, (S) Corporations and LLC's:**

Provide the company's latest CPA prepared fiscal year-end financial statement. If a CPA-prepared financial statement is unavailable, provide the company's in-house prepared fiscal year-end financial statements along with the company's most recent tax return.

OR

☐ **Business Financial Information for Sole Proprietorships and Partnerships:**

Provide the company's latest CPA prepared fiscal year-end financial statement. If a CPA-prepared financial statement is unavailable, provide the company's in-house prepared fiscal year-end business financial statement and a copy of Schedule C from the owners' most recent personal tax returns.

OR

☐ **Personal Financial Statements and Certificate of Insurance:**

Provide a copy of each owner's personal financial statement. Include supporting bank and marketable securities statements for verification purposes.

EXPERIENCE DATA

List the three largest contracts completed in the last five years:

Owner or General	Kind of Work	Location (City/County, State)	Contract Price	Year Completed	Final Gross Profit
_____	_____	_____	\$ _____	_____	\$ _____
_____	_____	_____	\$ _____	_____	\$ _____
_____	_____	_____	\$ _____	_____	\$ _____

List the two largest jobs you presently have underway, giving the following information:

Owner or General	Kind of Work	Location (City/County, State)	Contract Price	% of Completion	Final Gross Profit	Date Completed
_____	_____	_____	\$ _____	_____	\$ _____	_____
_____	_____	_____	\$ _____	_____	\$ _____	_____

OPERATIONS DATA

Type of trades you perform _____

Trades subcontracted _____

Name of CPA Firm: _____

Fiscal Year End: _____

Contact Name: _____

E-mail: _____

Company Address: _____

Company Phone: _____

Fax: _____

Assurance are financial statements prepared?

CPA Audit Review Compilation In House

On what basis are financial statements prepared?

Cash Completed ☐ Job Accrual ☐ % of Completion

On what basis are taxes paid?

Cash Completed Job Accrual % of Completion

How often are internal financial statements prepared?

☐ Annually ☐ Semi-Annually Quarterly Monthly

Professional designations _____

Do you have a full time accountant on staff? ☐ Yes No



ARCH INSURANCE COMPANY INDEMNITY AGREEMENT

Indemnitor represents that all statements made in the Application are true and made without reservation to induce Surety to extend surety credit on its behalf in reliance upon the Agreement; confirms that it has a material and beneficial interest in the provision of each Bond requested including Bonds requested in other Applications or as otherwise permitted; and hereby agrees with Surety as follows:

1. Definitions applicable to the Indemnity Agreement:

Agreement: This Indemnity Agreement, and any other agreement between Indemnitor and Surety executed for Surety's benefit.

Bonds: Any and all bonds or other obligations, renewals, extensions, replacements and substitutions thereof, issued prior to or after the execution of this Agreement, and issued for or at the request of Indemnitor.

Indemnitor: Each and all of the undersigned, their current and future subsidiaries and affiliates, and any person or business entity added by written amendment (to which amendment Indemnitors hereby agree may be executed solely by that new Indemnitor), joint and severally, whether acting alone or in joint venture with others, and, as to all of them, their successors, assigns, and heirs. Where used in the Agreement, the term applies to Indemnitors individually and collectively.

Loss: Claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever, and interest thereupon from the date upon which Surety incurs a Loss or posts reserves in anticipation of Loss, which Surety may incur in any manner relating to the extension of surety credit, including the enforcement of the Agreement.

Surety: Arch Insurance Company and/or Arch Reinsurance Company or any other entity for which Arch Insurance underwrites surety bonds, severally not jointly; their respective successors and assigns; any co-surety, reinsurer, or surety that issues a Bond at the request of Surety.

2. Premiums: To pay premiums when due, and to deliver evidence satisfactory to Surety, of the release of all liability;

3. Indemnity: To exonerate, indemnify and hold harmless Surety from and against all and all Loss;

4. Place in Funds: To place Surety in funds immediately upon demand in the amount Surety deems necessary to protect itself from any Loss or potential Loss, Surety having the right to use all or part of the funds in payment, settlement, or reimbursement to itself of any Loss;

5. Assignment: (I) **Scope:** Indemnitor assigns and pledges to Surety as security, a lien and security interest in its interest, title, and rights in and growing out of the following: (a) any bonded contract, any agreement related to a bonded contract including any labor or supply subcontract and any bond in support thereof, and any action, claim or demand which Indemnitor may acquire against any party to these contracts or otherwise related to a bonded contract; (b) all machinery, supplies, equipment, plant, tools and materials which are or may be on the site of the bonded contract, including materials purchased, being constructed, in storage, or in transit; (c) to the extent Surety

determines necessary to fulfill or complete bonded obligations: licenses, patents, copyrights, trade secrets, limited partnership and general partnership interests; (d) any funds that are due or may become due on a bonded contract or other contract, including retention and recovery from claims. (II) **Exercise of Rights by Surety:** The assignment is effective upon the date of this Indemnity Agreement, but the Surety may exercise its rights only if Indemnitor: (i) breaches a bonded contract, Bond, or the Agreement; (ii) is declared in default by a Bond obligee or a payment bond claim is made; (iii) makes an assignment for the benefit of creditors; an application for the appointment of a trustee or receiver is made; or files an application under the Bankruptcy Code or similar laws of any state; (iv) is subject to any proceeding which deprives it of the use of the materials referred to in (b), above; (v) is debarred or otherwise declared ineligible for public work; and (vi) if an individual, an Indemnitor's death, disappearance, incompetence, insolvency, conviction of a felony or imprisonment.

6. Security Agreement: This Agreement shall constitute a Security Agreement to the Surety and a Financing Statement, both in accordance with the Uniform Commercial Code of every jurisdiction in which such Code is in effect, but the filing or recording of the Agreement shall be solely at Surety's option, and the failure to file shall not release or impair any Indemnitor's obligations under the Agreement or otherwise, nor shall it be in any manner in derogation of any of the Surety's rights.

7. Power of Attorney: Indemnitor irrevocably appoints Surety as Attorney-in-fact with the full right and authority, but not the obligation, to exercise the rights of Indemnitor assigned to Surety above, and to execute on behalf of and sign Indemnitor's name to any document deemed necessary by Surety to give full effect to the purposes of the Agreement. Indemnitor hereby ratifies all acts taken by Surety as attorney-in-fact, acknowledges that this power of attorney is a power coupled with an interest, and agrees to hold harmless Surety from any claims, damages, loss or expense incurred by its use.

8. Surety's Rights: (a) **Loss:** Surety has the right at its sole discretion to pay or settle any Loss and the sworn voucher of payment signed by Surety shall be prima facie evidence of Indemnitor's liability; (b) **Suits:** Surety may bring separate lawsuits to recover under the Agreement, and doing so or recovering by way of judgment upon a cause of action shall not prejudice or bar the bringing of suits upon other causes of action, whenever they may arise; (c) **Other Agreements:** Any rights Surety may have or acquire against Indemnitor under the Agreement are in addition to and not in lieu of any rights afforded Surety under any other agreement related to surety credit; and, if Surety executes any Bond with a co-surety or reinsures all or part of a Bond, all the terms of the Agreement shall apply and operate for the benefit of the co-surety and reinsurer, as their interests may appear; (d) **Decline or Cancel Bonds:** Surety shall have the right to decline or cancel a Bond at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (e) **Non-waiver:** the exercise, delay or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude any subsequent exercise or waiver of these or any other rights, remedies by the Surety.

9. This Application may be executed in multiple counterparts, each being deemed an original but all of which constitute one and the same agreement.

10. This Document: If the execution of this Agreement shall be defective for any reason, such defect or invalidity shall not affect the validity of the Agreement as to any

other Indemnitor. If any provision is held invalid, the remaining provisions shall retain their full force and effect. A facsimile, photocopy, or electronic reproduction shall be considered an original and shall be admissible in a court of law to the same extent as an original.

11. Termination: Indemnitor may terminate its indemnity obligations under this Indemnity Agreement for future bonds upon twenty (20) days written notice to Surety, sent by registered or certified mail, to Three Parkway, Suite 1500, Philadelphia, PA 19102, Attn: Surety Department.

Such notice shall not modify or discharge Indemnitor's obligations for Bonds authorized, executed, or committed to by Surety prior to the discharge date (including renewals, extensions, modifications and substitutions), or for final Bonds issued for bid bonds issued prior to the discharge date.

12. Effective Date: This document shall be effective on the date it is executed by one or more Indemnitors.

This Indemnity Agreement is dated: _____.

By signing below, each individual signing on behalf of a business entity represents and warrants that he or she is duly authorized by the business entity to bind it to this Indemnity Agreement:

Indemnitor (Business):

Company Name _____

Authorized Signature _____

Printed Name _____

Indemnitor (Individual):

Signature _____

Printed Name _____

Indemnitor (Spouse):

Signature _____

Printed Name _____