

SBA Construction Bonds Up To \$250,000

Unable to obtain construction bonds with a standard surety market? Have bad credit? You may apply for construction bonds up to \$250,000. To qualify, please complete the SBA Quick Application. The application can be faxed to 702-227-5753. You can also email to bonds@capstone1.com.

The following items will **exclude** an application from Quick App consideration:

1. Initial contract or bid amount exceeds \$ 250,000
2. The contract period, and warranty or maintenance periods exceeds 12 months
3. Liquidated damages exceed \$250 per day
4. Contract involves asbestos abatement, hazardous waste removal, demolition or timber sales
5. Work on the project has already started
6. Bond would be issued under a bonding line
7. The Principal has previously defaulted on a contract or has had claims or complaints filed against it with a court or administrative agency



**U.S. SMALL BUSINESS ADMINISTRATION
 QUICK BOND GUARANTEE APPLICATION AND AGREEMENT
 TO BE COMPLETED BY SMALL BUSINESS AND SURETY FOR SINGLE BONDS NOT EXCEEDING \$250,000
 Instructions and Terms and Conditions of Agreement on Pages 2-3**

www.sba.gov

Surety Company Name: _____

Part A (Parts A and E to be completed by Small Business ("Applicant" or "Principal"))

I. BUSINESS INFORMATION (Complete for initial application and to change information previously submitted.)

Business/Trade Name: _____ Tax ID Number or SSN: _____

Address (Including city & zip code): _____

Phone: _____ Fax: _____ Email: _____

Types of trades you perform: _____

Primary NAICS Code: _____ DUNS Number: _____ Date Business Started: _____

Type of Organization: Sole Proprietorship Partnership Corporation Joint Venture

Average Annual Receipts Last 3 Years (Incl. Affiliates): \$ _____ # of Employees (Incl. Affiliates): _____

List the largest three contracts completed in the last 5 years:

| Party That Awarded the Contract | Kind of Work | Location (City/State) | Contract Price | Year Completed | Final Gross Profit |
|---------------------------------|--------------|-----------------------|----------------|----------------|--------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |

Management/Ownership (Proprietor, partners, officers, directors, all holders of outstanding stock/equity -- 100% of ownership must be shown below). Use separate sheet if necessary.

| Name, Soc. Sec. No., Position / Title | Complete Address & Telephone |
|---------------------------------------|------------------------------|
| 1. | |

| | | | |
|---|---|--|--|
| % Owned: | *Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No | *Service Disabled: <input type="checkbox"/> Yes <input type="checkbox"/> No | *Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female |
| *Race: <input type="checkbox"/> American Indian / Alaska Native | <input type="checkbox"/> Black / African American | <input type="checkbox"/> Asian | <input type="checkbox"/> Native Hawaiian / Pacific Islander <input type="checkbox"/> White |
| | | *Ethnicity: <input type="checkbox"/> Hispanic / Latino | <input type="checkbox"/> Not: Hispanic / Latino |

| Name, Soc. Sec. No., Position / Title | Complete Address & Telephone |
|---------------------------------------|------------------------------|
| 2. | |

| | | | |
|---|---|--|--|
| % Owned: | *Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No | *Service Disabled: <input type="checkbox"/> Yes <input type="checkbox"/> No | *Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female |
| *Race: <input type="checkbox"/> American Indian / Alaska Native | <input type="checkbox"/> Black / African American | <input type="checkbox"/> Asian | <input type="checkbox"/> Native Hawaiian / Pacific Islander <input type="checkbox"/> White |
| | | *Ethnicity: <input type="checkbox"/> Hispanic / Latino | <input type="checkbox"/> Not: Hispanic / Latino |

***This data is collected for statistical purposes only. It has no bearing on the credit decision. Disclosure is voluntary. One or more boxes for race may be selected.**

Applicant: is is not a participant in SBA's 8 (a) Business Development Program. Applicant: has has not received SBA Surety Bond Guarantee Assistance under any other business name.
 is is not an SBA certified HUB Zone small business concern. If so, provide Business Name: _____
 has has not defaulted on any contracts. and, provide Tax ID or SSN: _____
 has has not had an SBA loan. If so, Loan# _____
 does does not have a current signed General Indemnity Agreement (GIA) with the Surety Company identified on this form. Applicant is is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any Federal department or agency.

II. CONTRACT INFORMATION (Complete for each bid and final bond guarantee.)

Project Type: Construction _____ Service _____ Supply _____ Other _____ Liquidated Damages: \$ _____ Weekdays Calendar Days

| | | |
|--|---|--|
| Project Description: | Project Location: | |
| Project's NAICS Code: | # of Employees before this project was awarded: | # Existing jobs retained due to this project (same job cannot be reported as new): |
| Name and Address of Oblige: | # New jobs due to project (same job cannot be reported as retained-above): | |
| Obligee Type: Federal: _____ State: _____ Local: _____ Private: _____ Special District: _____ | Applicant is <input type="checkbox"/> prime <input type="checkbox"/> subcontractor on this project Percentage of work subcontracted by Applicant: _____% | |

Applicant certifies that:

- (a) A bid, payment or performance bond is required by the bid solicitation or the original contract for this project.
- (b) Applicant has attempted and failed to obtain the required bonds without SBA's guarantee.
- (c) Applicant is not delinquent on any Federal debt or Federally Guaranteed Debt.
- (d) All information in this Application and that relates to this Application which has been submitted to SBA, any agent, or broker, or surety company, is complete and accurate to the best of my knowledge.
- (e) If Part A, section I, and Part E of this application have previously been submitted in connection with an earlier application, I have reviewed that information and certify that it either remains complete and accurate or that I have submitted a revised application Part A, section I, and Part E, with complete and accurate information to the best of my knowledge.
- (f) Any agency, broker, surety company, financial institution, or other party in possession of credit, financial or work experience information concerning the undersigned applicant and the applicant's business is authorized to release the same to SBA in order that SBA may evaluate the same for the purpose of bond guarantee assistance.
- (g) The individual signing below is authorized to execute this application on behalf of the Applicant.

I understand that knowingly making a false statement or submitting false information is a violation of Federal law and could result in criminal prosecution or civil penalties under 18 U.S.C. §§ 287, 371, 1001, 15 U.S.C. § 645, or 31 U.S.C. § 3729.

Principal's Signature: _____ Date: _____
Printed Name: _____

Part B (To be completed by Surety)

I. COMPLETE FOR BID BOND:

Estimated Contract Amount: \$ _____ Bid Bond Percentage or Amount: _____ Bid Date and Time: _____

II. COMPLETE FOR FINAL BOND:

Contract Amount: \$ _____ Project Start Date: _____ Anticipated Completion Date: _____
 Payment Bond No.: _____ Payment Bond Amount: \$ _____
 Performance Bond No.: _____ Performance Bond Amount: \$ _____
 Bid Spread: Low: \$ _____ 2nd Low: \$ _____ 3rd Low: \$ _____
 Contractor Fee Amount: \$ _____ Surety Fee Amount: \$ _____ Surety Premium and Rate: \$ _____

III. COMPLETE FOR CONTRACT/BOND AMOUNT CHANGES (SPECIFY THE INCREASED OR DECREASED BOND, PREMIUM, AND FEE AMOUNTS.)

Original Contract Amount: \$ _____ Increase: Decrease Revised Contract Amount: \$ _____
 Payment Bond Amount: \$ _____ Performance Bond Amount: \$ _____
 Contractor Fee Amount: \$ _____ Premium and Rate Charged by Surety: \$ _____ Surety Fee Amount: \$ _____

In my opinion, the Principal appears to have the financial management and technical abilities to successfully complete this contract. However, I have determined that the Principal falls below the normal underwriting standard of this Surety, who will not issue this bond without an SBA guarantee. On behalf of the Surety, I agree to the Terms and Conditions listed below and I certify that all information provided in connection with this Application and Agreement is true, correct and complete to the best of my knowledge. The Surety certifies that the Applicant is a small business according to the standards in 13 CFR Part 121. I also certify that the Principal meets the eligibility requirements set forth in 13 CFR Part 115 and that this Application does not fall within any of the exclusions set forth in SBA regulations (13 CFR Part 115) under which this SBA Form XXXX, Quick Bond Application and Agreement, may not be used. By signing below, I certify that I have been authorized by the Surety to execute this Application on behalf of the Surety.

I understand that knowingly making a false statement is a violation of Federal law and could result in criminal prosecution or civil penalties under 18 U.S.C. §§ 287, 371, 1001, 15 U.S.C. § 645, or 31 U.S.C. § 3729. SBA reserves the right to review the surety's documentation relating to this information at any time.

Signature of Surety's Attorney-in-Fact: _____ Date: _____
Printed Name: _____

Agency Name: _____

Terms and Conditions:

1. If the Surety determines that the Contract price is reasonable and the Contract amount does not exceed that statutory ceiling specified in 13 CFR Part 115, Surety shall, conditional on the execution of this guarantee by SBA, become Surety on bid, performance and payment bond(s) required for the award of the Contract. Surety may withdraw its decision to issue such bond(s) if prescribed underwriting conditions are not met or if additional information comes to the attention of Surety of a nature so as to change its underwriting determination and notice is given to SBA.
2. The Surety represents that the terms and conditions of such bond(s) are, and will be, in accord with SBA regulations (13 CFR Part 115) and with those standards established and generally accepted by the surety industry for the type of contract for which such bond(s) are required to be furnished by Principal, and Surety represents that such bonds would not be provided for Principal on this Contract without this SBA guarantee.
3. If any suit or claim is filed against Surety upon said bond(s), Surety must inform SBA of the same within 30 days of receipt of notice. Unless SBA decides otherwise, and so notifies Surety, Surety shall take charge of all suits or claims arising under said bond(s) and compromise, settle or defend such suit or claim until so notified. Surety shall take all steps necessary to mitigate any loss resulting from Principal's default. Surety shall not join SBA as a party in any lawsuit to which Surety is a party unless SBA has denied liability or has agreed to such joinder in writing.

4. No employee of SBA has authority to waive, change or alter the terms of this Agreement, unless such alterations are separately attached and both the SBA and Surety's authorized representatives have signed and dated their assent.

5. This Agreement is made exclusively for the benefit of SBA and the Surety, and does not confer any rights or benefits on any other party, such as any right of action against SBA by any person claiming under SBA-guaranteed bonds or otherwise. In the event of the Surety's insolvency, SBA shall not be liable to the receiver or other representative of the surety except for any loss incurred and monies actually paid by such representative under the bonds guaranteed by SBA.

6. The Surety agrees to comply with all relevant SBA regulations. If any provision of this Agreement is in conflict with any SBA regulation, such regulation shall prevail in construing or applying this Agreement.

Part C (To be completed by SBA)

SBA Signature: _____ Title: _____ Date: _____

Typed Name: _____

Disposition: Approved : Declined: Returned/withdrawn :

In reliance on the information and certifications contained in this application, SBA agrees to guarantee the bond described herein as of the time of issuance, subject to 15 U.S.C. § 694a and b, and SBA regulations in 13 CFR Part 115. SBA guarantees _____% of the loss in consideration of _____% of the surety's own premium base. This guaranty shall become effective upon the execution (as defined in such regulations) of the SBA-guaranteed bond by the Surety.

SBG NUMBER: _____

Part D - Instructions:

Instructions: For first time applications for assistance under SBA's Surety Bond Guarantee Program, the small business completes Parts A and E, and signs and submits to the surety agent of choice the Application and an SBA Form 912 (Statement of Personal History) for each person required to submit such Form. SBA Form 912 must be submitted by each proprietor (if sole proprietorship), partner (if a partnership), and by each officer, director, and owner of 20% or more of the company's stock/equity (if a corporation, limited liability company or development company). Upon completion of its underwriting, the surety company or agent completes Part B of the Application and signs and submits the original SBA Quick Bond Guarantee Application and Agreement and the other required forms to the Denver or Seattle office. Addresses and geographical distributions, as well as participating surety agencies, can be found on the Office of Surety Guarantees website at: www.sba.gov/osg. SBA reviews the Application, makes a final determination, notifies surety of its decision, and returns the signed Agreement to the surety. For subsequent applications for assistance, the small business completes: (1) Part A, section II, (2) Part A, section I, and Part E if there have been any changes in the information previously submitted, and (3) any additional or updated SBA Form 912, as necessary, and submits these forms to the surety agent of choice. (See next page for Part E.)

The estimated burden for completing this form is 5 minutes per response. You are not required to respond to any collection of information unless it displays a currently valid OMB approval number. Comments on the burden should be sent to:

U.S. Small Business Administration, Chief, AIB, 409 3rd St., S.W., Washington, D.C. 20416 and Desk Officer for the Small Business Administration, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503.

OMB Approval (3245-0378). PLEASE DO NOT SEND FORMS TO OMB.
SBA Form 990A Previous Editions Obsolete (2012)

Part E – CERTIFICATION WITH RESPECT TO “STATEMENTS REQUIRED BY LAW AND EXECUTIVE ORDER” AND DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (This Part to be completed by Small Business for Initial Application and updated and submitted to SBA when there are any Ownership Changes)

Certification on Behalf of the Small Business:

By my signature, I certify, on behalf of the small business, that I have received and read a copy of the “STATEMENTS REQUIRED BY LAW AND EXECUTIVE ORDER” (Statement), which was attached to this Application, and I agree to comply with the requirements in the Statement. I also certify that I am authorized to execute this certification on behalf of the small business. **I understand that knowingly making a false statement or submitting false information is a violation of Federal law and could result in criminal prosecution or civil penalties under 18 U.S.C. §287, 371, 1001, 15 U.S.C. § 645, or 31 U.S.C. § 3729.**

Business Name: _____

By: _____
Principal's Signature/Title Date

Individual Certifications:

Each Proprietor, each General Partner, each Guarantor, and each Limited Partner, Stockholder, or other equity holder owning 20% or more of the small business must sign. The person signing on behalf of the business must also sign individually. In addition, if spouses collectively own 20% or more of the small business, each spouse must also sign.

By my signature, I certify that I have received and read a copy of the “STATEMENTS REQUIRED BY LAW AND EXECUTIVE ORDER” (Statements), which was attached to this Application, and I agree to comply with the requirements in the Statement. I also certify that I have reviewed the information in Part A of this form and certify that as to me personally all information in this Application is accurate and complete to the best of my knowledge. **I understand that knowingly making a false statement or submitting false information is a violation of Federal law and could result in criminal prosecution or civil penalties under 18 U.S.C. § 287, 371, 1001, 15 U.S.C. § 645, or 31 U.S.C. § 3729.**

Signature and Title: _____ Date: _____

Signature and Title: _____ Date: _____

Signature and Title: _____ Date: _____

Signature and Title: _____ Date: _____

**PLEASE READ, DETACH, AND RETAIN FOR YOUR RECORDS
STATEMENTS REQUIRED BY LAW AND EXECUTIVE ORDER**

Federal executive agencies, including the Small Business Administration (SBA), are required to withhold or limit assistance, to impose special conditions on approved guarantee agreements, to provide special notices to applicants and to require special reports and data from applicants in order to comply with legislation passed by the Congress and Executive Orders issued by the President and by the provisions of various inter-agency agreements. SBA has issued regulations and procedures that implement these laws and executive orders, and they are contained in Parts 113 and 117, Title 13, Code of Federal Regulations Chapter I, or Standard Operating Procedures.

Freedom of Information Act (5 U.S.C. 552)

This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved SBG guarantee agreements that will be automatically released includes, among other things, statistics on the SBG programs (individuals are not identified in the statistics) and other information such as the names of small businesses (and their officers, directors, stockholders or partners), the amount of the SBG guarantee agreement. Proprietary data on an applicant would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Privacy Act (5 U.S.C. 552a)

A person can request to see or get copies of any personal information that SBA has in his or her file when that file is retrieved by individual identifiers such as name or social security numbers. Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act.

Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. Disclosures of name and other personal identifiers are, however, required for a benefit, as SBA requires an individual seeking assistance from SBA to provide it with sufficient information for it to make a character determination. In determining whether an individual is of good character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Before any bonds may be guaranteed by SBA pursuant to Section 411 of the Small Business Investment Act (the Act), 15 USC 694b, SBA is required to have a reasonable expectation that the applicant will perform the contract for which the bond is sought, and that the terms of and conditions of the bond are reasonable in the light of the risks involved and the extent of the surety's participation. Further, for all forms of assistance, SBA is authorized to make all investigations necessary to ensure that a person has not engaged in acts that violate or will violate or the Small Business Investment Act, 15 USC Section 687(b)(a). For these purposes, you are asked to voluntarily provide your social security number to assist SBA in making a character determination and to distinguish you from other individuals with the same or similar name or other personal identifier.

The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use for SBA's system of records is that when this information indicates a violation or potential violation of law, whether civil, criminal or administrative in nature, SBA may refer it to the appropriate agency, whether Federal, State, local, foreign, charged with responsibility for or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. (See, 74FR 14890 (April 1, 2009) (and as amended from time to time) for additional background and other routine uses.)

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401)

This is notice to you as required by the Right of Financial Privacy of 1978, of SBA's access rights to financial records held by financial institutions that are or have been doing business with you or your business. The law provides that SBA shall have a right of access to your financial records in connection with its consideration or administration of assistance to you in the form of a Government SBG guarantee agreement.

The law also authorizes SBA to transfer to another Government authority any financial records included in an application for a SBG guarantee, or concerning an approved SBG guarantee, as necessary to process or service the guarantee. No other transfer of your financial records to another Government authority will be permitted by SBA except as required or permitted by law.

Flood Disaster Protection Act (42 U.S.C. 4011)

Regulations have been issued by the Federal Insurance Administration (FIA) and by SBA implementing this Act and its amendments. These regulations prohibit SBA from making certain loans in an FIA designated floodplain unless Federal flood insurance is purchased as a condition of the loan. Failure to maintain the required level of flood insurance makes the applicant ineligible for any future financial assistance from SBA under any program, including disaster assistance.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.)

This legislation authorizes the Occupational Safety and Health Administration in the Department of Labor to require businesses to modify facilities and procedures to protect employees or pay penalty fees. In some instances the business can be forced to cease operations or be prevented from starting operations in a new facility. Therefore, in some instances SBA may require additional information from an applicant to determine whether the business will be in compliance with OSHA regulations and allowed to operate its facility after the SBG guarantee agreement is approved. Signing this form as an applicant is a certificate that the OSA requirements that apply to the applicant's business have been determined and the applicant to the best of its knowledge is in compliance.

Civil Rights Legislation

All businesses receiving SBA assistance must agree not to discriminate in any business practice, including employment practices and services to the public, on the basis of categories cited in 13 C.F.R., Parts 113, and 117 of SBA Regulations. This includes making their goods and services available to handicapped clients or customers. All businesses receiving assistance will be required to display the "Equal Employment Opportunity Poster" prescribed by SBA.

Debt Collection Act of 1982 Deficit Reduction of 1984 (31 U.S.C. 3701 et seq. and other titles)

These laws require SBA to aggressively collect any fee payments which become delinquent. SBA must obtain your taxpayer identification number when you apply for assistance. If you receive a SBG guarantee, and do not pay the related fee assistance, SBA may take one or more of the following actions:

- Report the status of your payment delinquency to credit bureaus
- Hire a collection agency to collect your fee
- Offset your income tax refund or other amounts due to you from the Federal Government
- Suspend or debar you or your company from doing business with the Federal Government
- Refer your fee to the Department of Justice or other attorney for litigation
- Foreclose on collateral or take other action permitted

Immigrations Reform and Control Act of 1986 (Pub. L. 99-603)

If you are an alien who was in this country illegally since before January 1, 1982, you may have been granted lawful temporary resident status by the United States Immigration and Naturalization Service pursuant to the Immigration Reform and Control Act of 1986 (Pub. L. 99-603). For five years from the date you are granted such status, you are not eligible for financial assistance from the SBA in the form of a loan or guaranty under section 7(a) of the Small Business Act unless you are disabled or a Cuban or Haitian entrant. When you sign this document, you are making the certification that the Immigration Reform and Control Act of 1986 does not apply to you, or if it does apply, more than five years have elapsed since you have been granted lawful temporary resident status pursuant to such 1986 legislation.

Executive Order 12549, Debarment and Suspension (2 C.F.R. 2700)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither its nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.