

Tekcon Construction Inc.
"Building Excellence"

200 COTTONTAIL LANE SUITE A112W SOMERSET, NJ 08873

P: 848-216-3452 **F:** 848-216-3038

www.tekconconstructioninc.com

NEW EMERGENCY SERVICES COMPLEX CONTRACT

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Fourth day of September in the year Two Thousand Twenty

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Township of Washington
350 Hudson Avenue
Township of Washington, NJ 07676

and the Contractor:

(Name, legal status, address and other information)

Tekcon Construction, Inc.
Attn: Eric Dziadyk
200 Cottontail Lane, Suite A 112 W
Somerset, NJ 08873
P: 848-216-3452
F: 848-216-3038

for the following Project:

(Name, location and detailed description)

Township of Washington Emergency Services Complex
656 Washington Ave, Township of Washington, NJ 07676
New Fire and EMS 2 story building

The Architect:

(Name, legal status, address and other information)

Robbie Conley Architect, LLC., Limited Liability Company
596 Glassboro Road
Woodbury Heights, NJ 08097
Telephone Number: 856-845-7500
Fax Number: 856-853-0528

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.



TABLE OF ARTICLES

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2	THE WORK OF THIS CONTRACT
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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

The work shall commence no later than October 5, 2020

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: November 21, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Million, Three Hundred Twenty-Nine Thousand, One Hundred Eighty-Three Dollars (\$ 5,329,183.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the contractor fails to complete fully, entirely and in conformity with the provisions of this contract the project and every part and appurtenance thereof within the times stated above, the contractor shall and hereby agrees to pay the owner for each and every calendar day that he is in default on time to complete the work, the amount of three hundred fifty dollars (\$350.00) per day, which said amount per day is agreed to by the parties hereto to be liquidated damages not a penalty.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 28th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init.

Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract sum allocated to that portion of the Work in the Schedule of Values, less retainage of **Two percent (2%)** of the amount due the contractor until **fifty percent (50%)** of the contract is completed. When the contract is **fifty (50%)** completed, one-half of the amount retained by the contracting body shall be returned to the contractor: Provided, that the architect approves the application for payment: And provided further, that the contractor is making satisfactory progress and there is no specific cause for greater withholding. The sum or sums withheld by the owner from the contractor after the contract is **fifty percent (50%)** completed shall not exceed **Two percent (2%)** of the value of completed work on monthly progress payment requests: Provided, however, that in the event a dispute arises between the owner and any prime contractor, which is based upon increased costs claimed by one prime contractor occasioned by delays or other actions of another prime contractor, additional retainage in the sum of **one and one-half times** the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnished a bond satisfactory to the owner to indemnify such owner against the claim. However, all such moneys retained by the owner may be withheld from the contractor until substantial completion of the contract. Pending final determination of cost to the Owner of changes in the work, amounts not in dispute may be included as provided in Sub-paragraph 7.3.7. of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Refer to 5.1.7.1

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Zero % 0

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Robert Tovo
350 Hudson Avenue
Township of Washington, NJ 07676
Email Address: rtovo@twpofwashington.us

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Eric Dziadyk
262 Bennetts Lane
Somerset, NJ 08873
Email: tekconeric2006@gmail.com
732-433-2577

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201™-2017.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2017.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
See Project Manual Section 00410 Article 11; pages 00410-43 through 00410-46	

(Paragraphs deleted)

§ 8.7 Other provisions:

See Attached Rider Article 8.7.1 through 8.7.10

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs deleted)

- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

- .5 Drawings

Number	Title	Date
See Index in Project Manual		

- .6 Specifications

Section	Title	Date	Pages
See Index in Project Manual			

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	7/24/20	38
Addendum No. 2	7/31/20	1
Addendum No. 3	8/10/20	31
Clarification No. 1	7/14/20	261

Init.

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
N/A		

☒ Supplementary and other Conditions of the Contract:

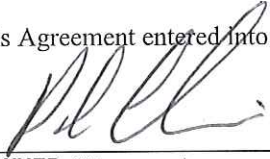
Document	Title	Date	Pages
See Index in Project Manual			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

See Index in Project Manual

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Peter Calamari, Mayor
(Printed name and title)


CONTRACTOR (Signature)

Eric Dziadyk President
(Printed name and title)

September 18, 2020

Tekcon Construction, Inc.
Attn: Eric Dziadyk
200 Cottontail Lane, Suite A 112 W
Somerset, NJ 08873

RECEIVED

SEP 22 2020

Re: Emergency Services Building
PN 18053

BY: _____

Mr. Dziadyk:

The Township of Washington has passed a resolution to award your firm the contract for the above-referenced project tonight.

Enclosed please four (4) original copies of the Revised Standard Form of Agreement Between Owner and Contractor (AIA Document A101) for your execution. Page 8 should be properly signed by the appropriate Officer or Principal of the firm with the corporate seal affixed.

Refer to Division 00, Section 00300 of the Project Manual for the bonding requirements. Refer also to Article 11 of the General Conditions (AIA Document A201) concerning Insurance requirements. Refer to Division 00, Section 00410 of the Supplemental General Conditions for additional insurance information and requirements.

When returning the above four (4) copies, signatures on all agreements shall be original. Provide at least one (1) original of both the Insurance and Bonding Certificates, along with copies of same for each copy of the agreement.

You are reminded that you are to return to us, Robbie Conley, Architect, all executed Agreement Documents, Insurance and Bonding Certificates, within ten (10) days of receipt of this letter.

Concerning your Notice to Proceed, refer to Article 8.1.5 of the Supplemental General Conditions

Your attention is directed to the required completion date of this project located in Division 01, Section 01000.

Tekcon Construction, Inc.
Attn: Eric Dziadyk
September 4, 2020
Page Two

Until all the above documents have been properly completed and executed by the Owner, and you have obtained the Construction Permit you may not commence any on-site construction or activities.

I will be the Project Manager for this project, and all correspondence should be addressed to my attention. I look forward to a pleasant working relationship with you on this project.

ROBBIE CONLEY, ARCHITECT LLC


RJ Conley AIA, PP

Enclosures





TEKCCON-02

MEADEH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America 1451 Route 34, Suite 101 Farmingdale, NJ 07727	CONTACT NAME: PHONE (A/C, No, Ext): (732) 751-2900 FAX (A/C, No): (732) 751-2929 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Selective Fire & Casualty Insurance Company</td> <td>14377</td> </tr> <tr> <td>INSURER B : Selective Casualty Insurance Company</td> <td>14376</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Fire & Casualty Insurance Company	14377	INSURER B : Selective Casualty Insurance Company	14376	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Selective Casualty Insurance Company	14376														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Tekcon Construction Inc. 200 Cottontail Lane, Suite A112W Somerset, NJ 08873															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	X	S238608800	2/3/2020	2/3/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOG											
	OTHER:											
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	S238608800	2/3/2020	2/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$					
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE	X	X	S238608800	2/3/2020	2/3/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000					
	DED ☒ RETENTION \$ 0											
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC906749600	2/3/2020	2/3/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project# 18053 New Emergency Services Complex 656 Washington Avenue Township of Washington, NJ 07676
 Township of Washington and Robbie Conley Architect, LLC are Additional Insured when required by written contract with respect to General Liability per form CG7988 01/19 & CG7300 01/19; with respect to Auto Liability per form CA7809 11/17 and with respect to Umbrella Liability & is primary and non contributory per form CXL449 06/17. Waiver of subrogation in favor of the Additional Insureds when required by written contract with respect to General Liability per form CG7300 01/19, with respect to Automobile Liability per form CA7809 11/17 and with respect to Umbrella Liability per form CXL 456 05/17, subject to the terms and conditions of the policies. Notice of Cancellation per form#IL0208 09/07.

CERTIFICATE HOLDER**CANCELLATION**

Township of Washington 350 Hudson Avenue Township Of Washington, NJ 07676	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00300 - REQUIRED FORMS

00300-10

CSC-227020

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Tekcon Construction, Inc.

200 Cottontail Lane, Suite A112 W, Somerset, NJ 08873 as

Principal, and Colonial Surety Company

as Surety, a corporation of the State of Pennsylvania duly authorized to do business in

the State of New Jersey, having an office at 123 Tice Boulevard, Suite 250, Woodcliff Lake, NJ 07677

, are hereby held and

firmly bound unto The Township of Washington

in the penal sum of Five Million Three Hundred Twenty-Nine Thousand One Hundred Eighty-Three----- dollars

(\$ 5,329,183.00--) for the payment of which well and truly to be made, we hereby jointly and

severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 11th day of September, 2020.

The condition of the above obligation is such that whereas, the above-named Principal did on the

11th day of September, 2020, enter into a Contract with

The Township of Washington

which said Contract is made a part of this bond the same as though set forth herein.

NOW, if the said Principal shall well and faithfully do and perform the things agreed by to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractor, material men, laborers, persons, firms, or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements, or machinery finished, used or consumed in the carrying forward, performing, or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material men, laborer, person, firm, or corporation having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract or in to the Plans and Specifications therefore shall in any way affect the obligation of said Surety on its bond.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
SECTION 00300 - REQUIRED FORMS

1 Provided further, that no final settlement between the Owner and the Contractor shall abridge the right
2 of any beneficiary hereunder, whose claim may be unsatisfied, and provided further, in the event that
3 the principal defaults or otherwise fails to perform or finish the work as set forth under the contract for
4 any reason whatsoever, it shall be the unqualified obligation of the Surety to complete the contract, or
5 cause it to be completed in accordance with its terms following receipt of notice from the Owner of such
6 default; and provided further, that no advance, premature, excessive or delayed payment or payments
7 by the Owner shall in anyway affect the obligation of the Surety on this bond; and, provided further, that
8 no payments made to the principal, nor partial nor entire use or occupancy of the work by Owner shall
9 be an acceptance of any work or materials not in accordance with this contract and the surety shall be
10 equally bound to the same extent as the principal.

11
12 This bond is given in compliance with the requirements of the statutes of the State of New Jersey in
13 respect to bonds of Contractors on public works, Revised Statutes of New Jersey, 1937, Sections
14 2A:44-143-147, and amendments thereto; and liability hereunder is limited as in said Statutes provided.

15
16 SIGNED, SEALED, AND DELIVERED
17 IN THE PRESENCE OF

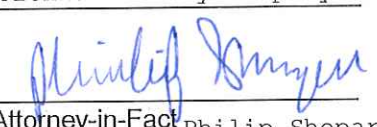
Tekcon Construction, Inc.

18
19 By: 

Eric Dziadyk, President

20
21
22
23
24 Colonial Surety Company

25 Witness as to Surety Kimberly Leonard

26
27 By: 

Attorney-in-Fact Philip Shepard

28
29
30 Countersigned at Woodcliff Lake, NJ

31
32
33 By:  This 11th day of September, 2020
34 Theresa Spinelli



Payment Bond

CONTRACTOR

(Name, legal status and address)

Tekcon Construction, Inc.
200 Cottontail Lane, Suite A112 W
Somerset, NJ 08873

OWNER

(Name, legal status and address)

Township of Washington
350 Hudson Avenue
Freehold, NJ 07728

CONSTRUCTION CONTRACT

Date: September 11, 2020
Amount: \$5,329,183.00
Description: Emergency Services Building
PN 18053

(Name and location)

BOND

Date: September 11, 2020
(Not earlier than Construction Contract Date)

Amount: \$5,329,183.00
Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company (Corporate Seal)
Tekcon Construction, Inc.

Signature

Name and Title: Eric Deadyk President
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company (Corporate Seal)

COLONIAL SURETY COMPANY

Signature

Name and Title: Philip Shepard Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

Robbie Conley Architect, LLC
596 Glassboro Road
Woodbury Heights, NJ 08097

§1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company _____ (Corporate Seal)

Company _____ (Corporate Seal)

Signature _____

Signature _____

Name and Title:

Name and Title:

CERTIFICATE OF RE-INSURANCE

1. DIRECT WRITING COMPANY

COLONIAL SURETY COMPANY
123 Tice Boulevard
Woodcliff Lake, NJ 07677
201-573-8788

1A. DATE DIRECT WRITTEN COMPANY EXECUTES THIS AGREEMENT

9/11/2020

1B. STATE OF INCORPORATION

PA

2A. AMOUNT OF THIS REINSURANCE (\$)

\$4,829,183.00----

2B. DATE REINSURING COMPANY EXECUTES THIS AGREEMENT

09/11/20

2C. STATE OF INCORPORATION

NY

2. REINSURING COMPANY

Beazley Insurance Company, Inc.
30 Batterson Park Road
Farmington, CT 06032

3. DESCRIPTION OF CONTRACT

3A. AMOUNT OF CONTRACT

\$5,329,183.00

3B. CONTRACT DATE

09/11/2020

3C. CONTRACT NO.

3D. DESCRIPTION OF CONTRACT

Emergency Services Building
PN 18053

4. DESCRIPTION OF BOND

4A. PENAL SUM OF BOND

\$5,329,183.00

4B. DATE OF BOND

9/11/2020

4C. BOND NO.

CSC-227020

4D. PRINCIPAL

Tekcon Construction, Inc.
200 Cottontail Lane, Suite A112 W
Somerset, NJ 08873

4E. STATE OF INCORPORATION (If Corporate Principal)

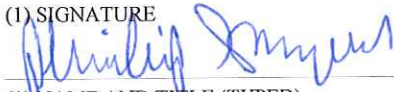
NJ

AGREEMENT:

COLONIAL SURETY COMPANY shall be the primary surety hereunder for the full penal sum (face amount) of this bond provided, however, any penal sum in excess of COLONIAL SURETY COMPANY's underwriting limit as set forth in the US Department of Treasury's Listing of Approved Sureties (department Circular 570), as published from time-to-time by the US Department of the Treasury, Financial Management Service, Surety Bond Branch, Shall be an obligation of Beazley Insurance Company, Inc., a corporation organized and existing under the laws of the State of Connecticut and having its principal place of business at 30 Batterson Park Road, Farmington, CT 06032, as reinsurer. Such reinsurance for such excess risks is to be effected under the current reinsurance agreement or treaty under which COLONIAL SURETY COMPANY has agreed to cede and Beazley Insurance Company, Inc. has agreed to accept such excess risks.

5. DIRECT WRITING COMPANY

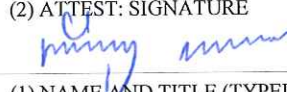
(1) SIGNATURE



(1) NAME AND TITLE (TYPED)

Philip Shepard
Attorney-in-Fact

(2) ATTEST: SIGNATURE



(1) NAME AND TITLE (TYPED)

Kimberly Leonard
Bond Adm.

CORPORATE
SEAL

6. REINSURING COMPANY

(1) SIGNATURE



(1) NAME AND TITLE (TYPED)

Philip Shepard
Attorney-in-Fact

(2) ATTEST: SIGNATURE



(1) NAME AND TITLE (TYPED)

Kimberly Leonard
Bond Adm.

CORPORATE
SEAL

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 123 Tice Blvd., Suite 250, Woodcliff Lake, New Jersey 07677

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Philip Shepard or Audie B. Murphy of Woodcliff Lake and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section I. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 4th day of August, A.D., 2020.

State of New Jersey

County of Bergen

} SS.



By

COLONIAL SURETY COMPANY
Wayne Nunziata
Wayne Nunziata, President

On this 4th day of August, in the year 2020, before me
Theresa Spinelli, a notary public, personally appeared
Wayne Nunziata, personally known to me to be the person who
executed the within instrument as President, on behalf of the corporation therein named and
acknowledged to me that the corporation executed it.



THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2025

Theresa Spinelli

Theresa Spinelli
Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this 11 day of September, 20 20.

Original printed with Blue and/or Black ink.
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

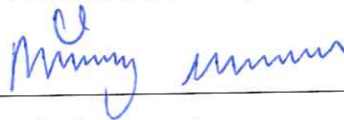
Audie B. Murphy
Audie B. Murphy, Secretary

State of New Jersey

County of Bergen

On this 11th day of September in the year 2020, before me, Kimberly Leonard, a Notary Public, personally came Philip Shepard, known to me to be an Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

**Kimberly Leonard
Notary Public of New Jersey
My Commission Expires July 18, 2022**



Kimberly Leonard

Notary Public

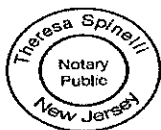
Balance Sheet as at December 31, 2019

*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY }
SS.:
COUNTY OF BERGEN }

I, Wayne Nunziata, President of Colonial Surety Company, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2019.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 20th day of May, 2020.



THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2025


Wayne Nunziata President


Theresa Spinelli Notary Public

Bond No. CSL-227020
Bond Effective Date 09/11/2020

COL-00340

Power of Attorney

BEAZLEY INSURANCE COMPANY, INC.

KNOW ALL MEN BY THESE PRESENTS: That BEAZLEY INSURANCE COMPANY, INC., a Connecticut corporation, with its principal office in Farmington, Connecticut (the "Corporation") does hereby constitute and appoint:

Wayne Nunziata, Audie Murphy and Philip Shepard

of COLONIAL SURETY COMPANY, a Pennsylvania corporation, with its principal office in Woodcliff Lake, New Jersey, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond of amounts no greater than \$12,010,000. This Power of Attorney is not valid for the execution of bonds or any written obligations in amounts greater than the amount prescribed above or for bonds and written obligations after the term of this appointment. The specific bond number to which this power-of-attorney attaches is specified above.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of Beazley Insurance Company Inc. on December 27, 2018, which resolution is still in effect:

RESOLVED, that the officers of the Corporation are hereby authorized to appoint and empower any representative of the Corporation or other person or persons as Attorney-in-Fact to execute on behalf of the Corporation any bonds, undertaking, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Corporation might execute through its duly elected officer, and affix the seal of the Corporation thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Corporation as if they had been duly executed and acknowledged by the regularly elected officers of the Corporation. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

FURTHER RESOLVED, that the signature of an officer and the seal of the Corporation may be affixed by facsimile on any power of attorney granted, and the signature of an officer and the seal of the Corporation may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation.

IN WITNESS THEREOF, BEAZLEY INSURANCE COMPANY, INC. has caused this instrument to be signed by its Assistant Secretary, and its Corporate Seal to be affixed this June 5, 2020.

This appointment shall cease and terminate automatically as of December 31, 2020, unless sooner revoked as provided.

BEAZLEY INSURANCE COMPANY, INC.

By: Alan Maguire

Title: Assistant Secretary

On this 5th day of June 2020, before me personally came (name) to me known, who being duly sworn, did depose and say that he is Assistant Secretary of BEAZLEY INSURANCE COMPANY, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of (his/her) office under the By-Laws of said corporation.



Samantha Scalise

Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of BEAZLEY INSURANCE COMPANY, INC., do hereby certify that the original owner of Attorney of which the foregoing is a true and correct copy; is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at New Canaan, CT. Dated 09/11/2020

Alan Maguire
Title: Assistant Secretary

State of New Jersey

County of Bergen

On this 11th day of September in the year 2020, before me, Kimberly Leonard, a Notary Public, personally came Philip Shepard, known to me to be an Attorney-in-Fact of Beazley Insurance Company, Inc., the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Beazley Insurance Company, Inc. in accordance with authority duly conferred upon him by said Company.

Kimberly Leonard
A Notary Public of New Jersey
My Commission Expires July 18th, 2022



Kimberly Leonard

Notary Public



Beazley Insurance Company, Inc.

Farmington, Connecticut

Balance Sheet as at December 31, 2019

Cash & Invested Assets:

Cash	\$ 30,624,295
Bonds	658,160,198
Common Stock.....	9,789,184
Other Invested Assets	4,500,000

Total Cash & Invested Assets \$703,073,677

Other Assets:

Investment Income Due and Accrued ...	4,279,671
Premiums Receivable	54,016,979
Reinsurance Recoverable	14,334,752
Other Amounts Receivable under Reinsurance Contracts.....	33,957
Net Deferred Tax Asset	10,875,734
Receivables from Affiliates.....	32,021,937
Aggregate Write-ins	1,279,407

Total Admitted Assets \$819,916,114

Liabilities:

Losses and Loss Adjustment Expenses...	\$355,489,409
Unearned Premiums	203,736,957
Reinsurance Premiums Payable	10,523,382
Taxes, Licenses and Fees	3,355,281
Income Taxes Payable	16,491,579
Provision for Reinsurance	56,640
Payable to Parent, Subsidiaries and Affiliates	19,359,361
Payable for Securities.....	5,507,151
Other Expenses	355,121

Total Liabilities \$614,874,881

Capital & Surplus:

Common Capital Stock	\$4,200,000
Additional Paid in Capital	207,300,000
Unassigned Funds (Deficit)	(6,458,767)

Total Capital & Surplus: \$205,041,233

Total Liabilities, Capital & Surplus ... \$819,916,114

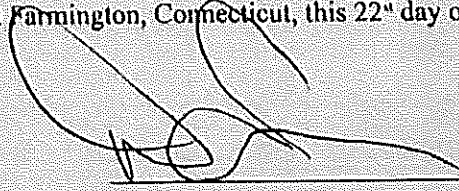
STATE OF CONNECTICUT)

ss.:

COUNTY OF HARTFORD)

I, Daria L. Sullivan, Assistant Treasurer of Beazley Insurance Company, Inc., do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2019.

IN WITNESS WHEREOF, I have signed this statement at Farmington, Connecticut, this 22nd day of May 2020.


Daria L. Sullivan

Subscribed and sworn to before me this

26th day of May 2020



My Commission Expires Sep 30, 2021

J. E. PARADIS
Notary Public
Connecticut
My Commission Expires Sep 30, 2021