CONTRACT

THIS AGREEMENT made on the _____ of _____ 20, _____ by and between
(Day) (Month) (Year)

City of Lambertville ,

Hereinafter called the Owner, and

Capela Construction Inc. ,
(Contractor's Name)

Hereinafter called the Contractor. The Owner and the Contractor may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter, agree as follows:

I. **DEFINITIONS.** All terms in this Agreement shall have the same meanings as defined in **ARTICLE 1: DEFINITIONS** of the Contract Documents.

II. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and its Exhibits and Appendixes, the Procedures of the Contract (*including the Bid Packet Procedures, the Contract Procedures, and the Work Procedures*), the Forms of the Contract (*including the Bid Packet, the Contract, and the Special Provisions,*), the Introduction, the Special Provisions, the Specifications, Submittals, Plans, Change Orders, Addenda, and Clarifications, all of which form the Contract Documents, 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. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of this Agreement by the Bidder.

III. **THE WORK.** The Contractor covenants and agrees to provide all necessary machinery, tools, and equipment and to fully execute the Work described in the Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement. The completion of the Work shall be in accordance with the provisions of the Contract Documents.

IV. **CONTRACT SUM**. As per the Contractor's Bid Proposal and in accordance with the payment terms of the Contract Documents, the Owner shall pay the Contractor for said Work and materials, when completed and delivered, the Contract Sum of:

Seventy-Three Thousand, Five Hundred Fifty Dollars and Zero Cents ($73,550.00)
(Contract Sum)

V. **SAFETY.** The Contractor must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The Contractor is required to comply with the requirements of Federal, State and local laws governing the employment of labor, laws pertaining to work hours and minimum wages as well as those regarding safety. The Contractor must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Contractor shall instruct its personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations. The Contractor is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the Contractor, for security or safety at the Site, and for safety precautions and programs incident to the Contractor's Work in progress.

VI. **INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: *a.)* result from or are alleged to result from or arise out of the performance of the Contract and, *b.)* are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.

VII. **CONSEQUENTIAL DAMAGES.** In no event shall neither the Owner nor the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.

VIII. **EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:

- **EXHIBIT I** – Insurance Certificate
- ***EXHIBIT II*** – Performance Bond
- ***EXHIBIT III*** – Payment Bond

IX. **DISCRIMINATION.** The Contractor shall comply with the requirements of referred to *Appendixes A, B,* and *C* regarding Mandatory Equal Opportunity Language attached hereto, as applicable.

X. **NEW LAW**. New Jersey S-3409, effective as of January 15th, 2018, is an act which establishes standardized changed conditions clauses for construction contracts, is hereby expressly incorporated into these Contract Documents and attached hereto as **EXHIBIT IV**. In the event any of the provisions in these Contract Documents conflict with the provisions of New Jersey S-3409, the provisions of the New Jersey S-3409 shall govern.

XI. **CONTRACT EXECUTION.** This Contract may only be signed by:

1. If a Partnership, all General Partners;
2. If a Corporation, the President and at least one other officer;
3. If a Sole Proprietorship, the Proprietor;
4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.

XII. **BINDING UPON EXECUTION.** This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

BY: _____ **CORPORATE SEAL:**
(Authorized Representative's Signature)

NAME: Andrew J. Nowick

TITLE: Mayor

Contractor's Authorized Representative

BY: _____ **CORPORATE SEAL:**
(Authorized Representative's Signature)

NAME: Jaclyn Munoz

TITLE: Registered Agent PRESIDENT

TITLE: Registered Agent

EXHIBIT I – INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2025

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	CONTACT NAME: Allison Antonelli	
The Hilb Group of New Jersey, LLC dba The Hilb Group 101 Eisenhower Parkway Roseland NJ 07068	PHONE (A/C, No, Ext): (973) 403-9500 FAX (A/C, No): E-MAIL ADDRESS: AAntonelli@HilbGroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Pennsylvania National Mutual Casualty Insurance	14990
INSURED Capela Construction, Inc. P.O. Box 2046 Medford NJ 08055	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 BLANKET ENDTS **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		CL90779050	06/10/2025	06/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]	Y		AU90779050	06/10/2025	06/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UL92017850	06/10/2025	06/10/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC90779050	06/10/2025	06/10/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	LEASED/RENTED EQUIPMENT			CL90779050	06/10/2025	06/10/2026	LIMIT	$ 250,000

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

RE: 2 Mount Hope Street, Lambertville, NJ 08530

The City of Lambertville and Gilmore & Associates

CERTIFICATE HOLDER

City of Lambertville, Hunterdon County
18 York Street
Lambertville NJ 08530

CANCELLATION

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

Sean R. Kynne

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf

1. FID NUMBER 83-3094723

2. CONTRACTOR ID NUMBER 30059

3. NAME AND ADDRESS OF PRIME CONTRACTOR

Capela Construction Inc.
(Name)

P O Box 2046
(Street Address)

Medford Lake NJ 08055
(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED [X] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT

Name: City of Lambertville
Address: 18 York Street
Lambertville, NJ 08530

CONTRACT NUMBER	DATE OF AWARD	DOLLAR AMOUNT OF AWARD
	08/25/2025	$73,550.00

6. NAME AND ADDRESS OF PROJECT

Name: Cavallo Park Soil Remediation
Address: City of Lambertville

COUNTY Hunterdon

7. PROJECT NUMBER 83002

8. IS THIS PROJECT COVERED BY A PROJEC LABOR AGREEMENT (PLA)? YES X NO

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER	1				1				09/30/2025	10/30/2025
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER	2				2				09/30/2025	10/30/2025
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. Jaclyn Munoz
(Please Print Your Name)

Registered Agent
(Title)

609 535-5367
(Area Code) (Telephone Number) (Ext.)

08/28/2025
(Date)

EXHIBIT II – PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Capela Construction, Inc. *(Contractor's Name)*,

located at P.O. Box 2046 | Medford Lakes, NJ 08055 *(Contractor's Address)*, *(hereinafter called the "Principal")*, and

Selective Insurance Company of America *(Surety Name)*, located at

40 Wantage Avenue, Branchville, NJ 07890 *(Surety Address)*, *(hereinafter called the "Surety")*, are hereby and firmly bound

onto **City of Lambertville**, as Owner, in the penal sum of

Seventy-Three Thousand, Five Hundred Fifty Dollars and Zero Cents *(100% of Contract Sum [in words])* ($ $73,550.00 *(100% of Contract Sum [in numbers])*)

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of *(Date)*

of the month of *(Month)* in the year of 20 *(Year)*, enter into a Contract with

City of Lambertville, County of **Hunterdon**, State of

New Jersey, which said Contract is made a part of this Bond the same as though set forth herein;

Cavallo Park Soil Remediation Project - Project No. 2024-00777

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, 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, materialman, 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 or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of *N.J.S.A. 2A:44-143 et. seq.*, to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 28 *(Date)*

of the month of August *(Month)* in the year of 20 25 *(Year)*.

BY: Selective Insurance Company of America *(Authorized Representative Signature)*

NAME: Gemma Doster *(Print or Type)*

TITLE: Attorney-in-Fact

CORPORATE SEAL:

Capela Construction, Inc.

BY:

NAME: NOEL NAVARRO

TITLE: PRESIDENT

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNumberB 1339196

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking and Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

Company	Capital	Surplus	CPA
Selective Insurance Company of America	$4,400,000	$997,472,396	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

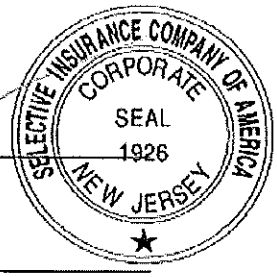
Company	Underwriting Limitation	Effective Date
Selective Insurance Company of America	$99,747,000	July 1, 2025

(4) The amount of the bond to which this statement and certification is attached is $ **73,550.00** .

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, **Hans Buvary**, as AVP, Bond Underwriting Manager, for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Hans Buvary
(Printed name of certifying agent/officer)

AVP, Bond Underwriting Manager
(Title of certifying agent/officer)

Dated: **08/28/2025**
(month, day, year)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1339196

STATEMENT OF FINANCIAL CONDITION

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2024:

ADMITTED ASSETS (in thousands)		LIABILITIES AND SURPLUS (in thousands)	
Bonds	$2,415,998	Reserve for losses and loss expenses	$1,772,537
Preferred stocks at convention value	16,462	Reserve for unearned premiums	761,885
Common stocks at convention values	87,571	Provision for unauthorized reinsurance	1,111
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	51,956
Short-term investments	226,444	Other accrued expenses	30,452
Mortgage loans on real estate (including collateral loans)	131,381	Other liabilities	595,888
Other invested assets	237,682	Total liabilities	3,213,829
Interest and dividends due or accrued	24,364		
Premiums receivable	724,457	Surplus as regards policyholders	997,473
Other admitted assets	346,943		
Total admitted assets	4,211,302	Total liabilities and surplus as regards policyholders	4,211,302

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 27th day of February, 2025.

Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 27th day of February 2025, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

CHRISTINE MARIE LAWSON NOTARY PUBLIC NEW JERSEY

Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312639

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1339196

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **Gemma Doster**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Seventy Three Thousand Five Hundred Fifty and 00/100 Dollars ($73,550.00)** . This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this **28th** day of **August**, **2025**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY ★

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **28th** day of **August**, **2025** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES APRIL 15, 2029 COMMISSION: #2312839

Christine Marie Lawson
Notary Public

CHRISTINE MARIE LAWSON NOTARY PUBLIC NEW JERSEY

The 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 SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY ★

Signed this **28th** day of **August**, **2025**.

Michael H. Lanza, SICA Corporate Secretary

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (5-25)

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE
DIVISION OF INSURANCE
OFFICE OF SOLVENCY REGULATION
PO BOX 325
TRENTON, NJ 08625-0325

TEL (609) 292-7272
FAX (609) 292-6765

JUSTIN ZIMMERMAN
Commissioner

CERTIFICATE OF COMPLIANCE

December 31, 2024

I, Justin Zimmerman, Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify, depose and say that:

1. The **SELECTIVE INSURANCE COMPANY OF AMERICA**, Branchville, New Jersey, is a Corporation organized under the laws of the State of New Jersey on December 22, 1925 and commenced business in this State on April 26, 1926. The Company changed its name from Selected Risks Insurance Company to Selective Insurance Company of America effective December 6, 1985;

2. The home office of said Company is located at 40 Wantage Avenue, Branchville, New Jersey 07890, and the name of the agent therein and in charge thereof upon whom process may be served against said Corporation is Michael H. Lanza;

3. Said Company is presently authorized to transact in New Jersey the kinds of insurance specified in paragraphs "**a**", "**b**", "**e**", "**f**", "**g**", "**j**", "**k**", "**l**", "**m**", "**n**" and "**o**" of N.J.S.A. 17:17-1 and is also authorized to transact the business of "**Health Insurance**" being the kind of insurance specified in N.J.S.A. 17B:17-4. Attached is the relevant section of the statute for your information. The Company's authority granted under paragraph "**o**" is further delineated in its Certificate of Authority as follows:

   AGAINST all physical loss to buildings and structures, including consequential loss, and against loss or damage to property of others caused by an insured;

   AGAINST the perils of radioactive contamination and all other perils causing physical loss to nuclear energy installations and facilities, including consequential loss;

   LOSS or damage to property by epidemic;

   AGAINST loss or damage to property by power failure or mechanical breakdown;

   INSURANCE against loss or damage to property or any insurable interest therein caused by insects or by radiation resulting from atomic fission;

   ENGINE breakdown;

LOSS or damage to property of the assured caused by falling of tanks, or equipment for protecting property against fire, by explosion other than steam boilers, pipes, engines, motor and machinery connected therewith (except fire);

LIMITED to the right to participate in associations or pools, such as NEPIA and NELIA, which associations or pools are authorized to write "All Risks" insurance involving Nuclear Fuel Exposures;

ECONOMIC Security; and

ALL other liability not covered under paragraph '**e**' including voluntary assumed liability.

4. Said Company is in good standing and having complied with all the requirements of the New Jersey Statutes is authorized to transact the business of insurance in the State of New Jersey in accordance with all the provisions of its charter and the laws of this State as provided in its currently effective Amended Certificate of Authority issued by this Department;

5. The currently effective Amended Certificate of Authority authorizes the **SELECTIVE INSURANCE COMPANY OF AMERICA** to transact in this State, among other things, the business that is commonly known as **Fidelity and Surety**; and

6. As reported in its sworn Annual Statement as at December 31, 2023, the Company had a Common Capital Stock of $4,400,000; a Gross Paid In and Contributed Surplus of $160,813,867 and an Unassigned Funds (Surplus) of $773,551,311 or a total Surplus as Regards Policyholders of $938,765,178.

I further certify that the **SELECTIVE INSURANCE COMPANY OF AMERICA** is not precluded by its charter or the laws of this State from engaging in the classes of business stated above in states other than New Jersey, upon compliance with the laws of such other states.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, at Trenton, the day and year first above written.

Justin Zimmer

Commissioner of Banking and Insurance

SELECTIVE

BE UNIQUELY INSURED℠

ALL NOTICES REGARDING CLAIMS AGAINST THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: BOND CLAIMS
P.O. Box 7265
London, KY 40742

Email address: **CSVPRIORITY@selective.com**

Telefax: **(877) 352-6541**

Phone: **(866) 455-9969**

For all other inquiries not related to claims, contact:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

1 (800) 777-9656

1 (973) 948-3000

Form 45 (9/22)