

AGREEMENT

THIS AGREEMENT, made this 24th day of May, 2021, by and between TOWN OF WOODBURY, 615 ROUTE 32, HIGHLAND MILLS, NEW YORK, hereinafter called "OWNER" and MAIN LINE COMMERCIAL POOLS, 441 FEHELEY DRIVE, KING OF PRUSSIA, PA 19406, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The "PROJECT" means the JOHN P. BURKE MEMORIAL POOL REPLACEMENT project described in the CONTRACT DOCUMENTS.
2. The "WORK" shall be in accord with and as required by the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 180 days unless the period for completion is extended in accord with the CONTRACT DOCUMENTS. Project prices can be extended for another 6 months by the Town. CONTRACTOR further agrees to pay as liquidated damages, as provided in Section 15 of the General Conditions, the sum of \$300.00 for each consecutive calendar day after the Scheduled Completion Date until the PROJECT is fully completed.
4. The CONTRACTOR agrees to perform all of the WORK and comply with the terms therein for the unit price of \$2,558,000.00 or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INFORMATION FOR BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) NOTICE OF AWARD

- (F) PAYMENT BOND
- (G) PERFORMANCE BOND
- (H) AGREEMENT
- (I) NOTICE TO PROCEED
- (J) APPLICATION FOR PAYMENT
- (K) CHANGE ORDER
- (L) GENERAL CONDITIONS
- (M) MINORITY AND WOMENS BUSINESS ENTERPRISES
- (N) SUPPLEMENTAL GENERAL CONDITIONS
- (O) SPECIFICATIONS prepared or issued by FUSCO ENGINEERING & LAND SURVEYING, P.C., dated _____.
- (P) ADDENDA
 - No. 1, dated 3/16/21
 - No. 2, dated 3/16/21
 - No. _____, dated _____
 - No. _____, dated _____
 - No. _____, dated _____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate each of which shall be deemed an original on the date first above written.

OWNER: Town of Woodbury
615 Route 32
Highland Mills, New York 10930

BY: _____
NAME: _____ (Please Type)
Title: _____ (SEAL)

ATTEST:
Name _____ (Please Type)
Title _____

CONTRACTOR: Main Line Commercial Pools, Inc.
441 Fehely Dr
King of Prussia, PA 19406

BY: _____
NAME: Gravin Guinot (Please Type)
Title: V.P. (SEAL)

ATTEST:
Name Jeanice A. Bruno (Please Type) Jeanice A. Bruno
Title _____

NOTICE OF AWARD

TO: Main Line Commercial Pools
441 Feheley Drive
King of Prussia, PA 19406

PROJECT DESCRIPTION: JOHN P. BURKE MEMORIAL POOL REPLACEMENT

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 2,558,000.00. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 3rd day of May 2021.

TOWN OF WOODBURY

By: _____


Title: _____

ACCEPTANCE OF NOTICE

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 20 day of May

Main Line Commercial Pools, Inc. (Contractor's Name)

By:  _____
Gavin Grines

Title: V.P.

NOTICE TO PROCEED

TO: Main Line Commercial Pools
441 Feheley Drive
King of Prussia, PA 19406

PROJECT: JOHN P. BURKE MEMORIAL POOL REPLACEMENT

You are hereby notified to commence WORK in accordance with the Agreement dated May 24, 2021 on or before July 1, 2021, and you are to complete the WORK within 180 consecutive calendar days thereafter. The date of completion of all WORK is therefore December 27, 2021.

Town of Woodbury

OWNER

BY: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Main Line Commercial Pools, Inc.

this the 20th day of May.

Main Line Commercial Pools, Inc. (Contractor's Name)

By: [Signature]
Gavin Grimes

Title: V.P.

PAYMENT BOND CONTRACT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Main Line Commercial Pools, Inc. (name of Contractor)

441 Feheley Drive, King of Prussia, PA 19406

_____, hereinafter called Principal,

Western Surety Company (name of Surety)

151 N. Franklin Street, Chicago, IL 60606 (address of Surety)

hereinafter called Surety, are held and firmly bound unto the Town of Woodbury, (Owner)

615 Route 32, Highland Mills, New York 10930 (address of Owner),

hereinafter called OWNER, in the penal sum of Two million five hundred fifty-eight thousand

and no/100 (\$2,558,000.00) in lawful money of the United States, for the payment of which sum

well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by

these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain

contract with the OWNER, dated the 4th day of May, 2021, (the CONTRACT) a copy of

which is hereto attached and made a part hereof for the re-construction of:

JOHN P. BURKE MEMORIAL POOL REPLACEMENT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it done hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, one of which shall be deemed an original, this the 4th day of May, 2021.

ATTEST:

Main Line Commercial Pools, Inc.
(Principal)

Gavin Grimes
(Principal)Secretary

By [Signature] (s)

(SEAL)

Main Line Commercial Pools, Inc.
441 Fehleley Dr
King of Prussia, PA 19406

[Signature]
(Witness as to Principal)

(Address)

Main Line Commercial Pools, Inc.
441 Fehleley Dr
King of Prussia, PA 19406

(Address)

Western Surety Company
(Surety)

ATTEST:

(Surety)Secretary

(SEAL)

Dina F. Massey
(Witness as to Surety)Dina F. Massey

By Charles McCabe
Attorney-in-Fact Charles McCabe

364 Swedesboro Road
Mullica Hill, NJ 08062
(Address)

364 Swedesboro Road
Mullica Hill, NJ 08062
(Address)

NOTE: IF CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kevin Mc Cabe, Charles Mc Cabe, Cecelia D Brown, Dina F Massey, Individually

of Mullica Hill, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of November, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of November, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of May, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2020

<u>ASSETS</u>	
Bonds	\$ 1,912,532,179
Stocks	25,319,501
Cash, cash equivalents, and short-term investments	40,409,249
Receivables for securities	-
Investment income due and accrued	17,596,947
Premiums and considerations	66,346,899
Amounts recoverable from reinsurers	3,171,900
Current federal and foreign income tax recoverable and interest thereon	2,464,571
Net deferred tax asset	14,052,177
Receivable from parent, subsidiaries, and affiliates	12,599,707
Other assets	-
Total Assets	\$ 2,094,493,130

<u>LIABILITIES AND SURPLUS</u>	
Losses	\$ 215,792,050
Loss adjustment expense	51,323,326
Commissions payable, contingent commissions and other similar charges	10,245,562
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	3,169,742
Federal and foreign income taxes payable	-
Unearned premiums	256,859,522
Advance premiums	5,954,577
Ceded reinsurance premiums payable (net of ceding commissions)	977,849
Amounts withheld or retained by company for account of other	9,740,338
Provision for reinsurance	420,825
Payable to parent, subsidiaries and affiliates	2,297
Payable on security transactions	-
Other liabilities	31,467
Total Liabilities	\$ 554,517,555

Surplus Account:	
Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,255,903,739
Surplus as regards policyholders	\$ 1,539,975,575
Total Liabilities and Capital	\$ 2,094,493,130

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

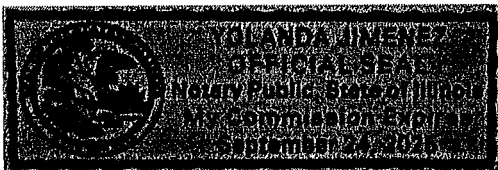


WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April 2021
My commission expires:

By Yolanda Jimenez
Notary Public



PAYMENT BOND CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

Main Line Commercial Pools, Inc. (name of Contractor)

441 Feheley Drive, King of Prussia, PA 19406

_____, hereinafter called Principal,

Western Surety Company (name of Surety)

151 N. Franklin Street, Chicago, IL 60606 (address of Surety)

hereinafter called Surety, are held and firmly bound unto the Town of Woodbury, (Owner)

615 Route 32, Highland Mills, New York 10930 (address of Owner),

hereinafter called OWNER, in the penal sum of Two million five hundred fifty-eight thousand

and no/100 (\$2,558,000.00) in lawful money of the United States, for the payment of which sum

well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by

these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain

contract with the OWNER, dated the 4th day of May, 2021, (the CONTRACT) a copy of

which is hereto attached and made a part hereof for the re-construction of:

JOHN P. BURKE MEMORIAL POOL REPLACEMENT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it done hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, one of which shall be deemed an original, this the 4th day of May, 2021.

ATTEST:

Main Line Commercial Pools, Inc.

(Principal)

Grain Grimes
(Principal)Secretary

By [Signature] (s)

(SEAL)

Main Line Commercial Pools, Inc.

441 Fehely Dr

King of Prussia, PA 19406

[Signature]
(Witness as to Principal)

(Address)

(Address)

Western Surety Company

(Surety)

ATTEST:

(Surety)Secretary

(SEAL)

Dina F Massey
(Witness as to Surety) Dina F Massey

By Charles McCabe
Attorney-in-Fact Charles McCabe

364 Swedesboro Road
Mullica Hill, NJ 08062
(Address)

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Mullica Hill, NJ 08062
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NOTE: If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kevin Mc Cabe, Charles Mc Cabe, Cecelia D Brown, Dina F Massey, Individually

of Mullica Hill, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of November, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of November, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of May, 2021.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2020

<u>ASSETS</u>	
Bonds	\$ 1,912,532,179
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Premiums and considerations	66,346,899
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Net deferred tax asset	14,052,177
Receivable from parent, subsidiaries, and affiliates	12,599,707
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Total Assets	\$ 2,094,493,130

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Total Liabilities	\$ 554,517,555
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Surplus as regards policyholders	\$ 1,539,975,575
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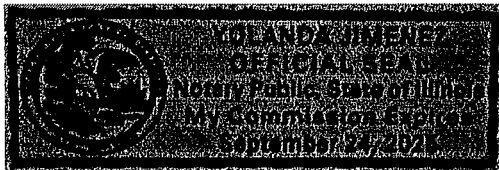
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April 2021
My commission expires:



By Yolanda Jimenez
Notary Public