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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Check New Jersey's required form and notice period before sending.
- 1 citation could not be confirmed against the uploaded files (wrong page, or an amount or date not found on that page). It is marked [VERIFY: citation not confirmed].
- Bond notice terms: Paragraph 11 sends notice to "the address shown on the signature page," which is not in the file. The bond file is 1 page, but Paragraphs 4 and 11 are labeled pages 2 and 3. Confirm the notice address, delivery method and full bond text. The surety's ZIP code is missing.
- Conditions in Paragraph 3 and Article 14.2: the Sept. 4, 2026 notice to cure and the Sept. 23, 2026 termination letter are only summarized. Their delivery method, the cure period given, and proof of delivery are not in the file. Confirm the originals.
- The bond amount ($2,480,000.00) equals the original contract sum. Change Order 1 raised the contract sum to $2,516,500.00. Confirm whether the surety was notified or consented, and whether the bond needs a rider. The rider naming Pinelands Community Bank (Feb. 2, 2026) is not in the file.
- Please check the total of $250,850.00, which I read from the architect's cost summary. I re-added the figures and they agree. Check the underlying invoices too. The site security charge has no invoice number or date in the file.
- Recoverability of the interim costs (weatherproofing, security, architect re-bid fees) under the bond is not addressed in the sources. Confirm the bond language supports them.
- The excess cost uses the low bid (Halvard, $986,400.00). Confirm that bid is still open, covers the full remaining scope, and that the client wants this approach. Confirm the Oct. 30, 2026 transmittal to the surety.
- Not included: delay costs from lost tenant rent (client has not provided figures). Coastline Mechanical Inc.'s Oct. 6, 2026 notice of $142,300.00 unpaid by the contractor is also left out of the letter. Decide whether to address it.
- The balance unpaid ($773,620.00) and retainage ($87,144.00) come from the architect's Oct. 5, 2026 statement. Confirm no later payments were made.
- The project appears to be private (owner is an LLC), so no Miller Act or Little Miller Act reference is included. Confirm.
- Placeholders to fill: letter date, firm address, delivery method, recipient name, lender address, other recipients, demand amount, response deadline, enclosures. The letter also

contains [VERIFY] items on the bond's notice terms and on New Jersey's requirements for this claim.

Okonkwo Brandt LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Atlantic Keystone Surety Company
Bond Claims Department
Attn: [ADD: recipient name] (claims representative on file: Monica Treadwell [records: default_and_termination_notices.pdf p.1] [VERIFY: citation not confirmed])
1 Harborview Plaza, Suite 900
Port Ellery, New Jersey [ADD: ZIP] [performance_bond.pdf p.1]

Re: Notice of Claim and Demand under Performance Bond No. AKS-PB-447120; Surety Claim No. AKS-C-26-3318; Principal: Brennan Ridge Builders Inc.; Obligee: Carrolton Medical Arts LLC; Project: two-story addition, 2400 Linden Park Drive, Carrolton, New Jersey; Date of Contractor Default declared: September 23, 2026

Dear Bond Claims Department:

Introduction

This firm represents Carrolton Medical Arts LLC, the owner and obligee [firm notes]. On its behalf we make claim under Performance Bond No. AKS-PB-447120, dated February 2, 2026, issued by Atlantic Keystone Surety Company with Brennan Ridge Builders Inc. as principal, for the two-story addition to the Carrolton Medical Arts building [performance_bond.pdf p.1]. Your office opened Claim No. AKS-C-26-3318 on October 1, 2026 and stated that it was investigating [default_and_termination_notices.pdf p.1]. As of November 13, 2026, our client has received no election from the Surety under Paragraph 4 of the Bond [default_and_termination_notices.pdf p.1].

Our client asks that the Surety complete the work or pay the excess cost of completion [firm notes].

Required notice

[VERIFY: bond terms on notice, content, conditions before a claim and delivery method]

[VERIFY: New Jersey required form, content, notice period and delivery method for this bond claim]

Paragraph 11 of the Bond provides that "Notice to the Surety shall be mailed or delivered to the address shown on the signature page" [performance_bond.pdf p.1]. This letter is sent to the Surety's Bond Claims Department at the address stated in the Bond [performance_bond.pdf p.1] and to the Principal and the Additional Obligee. [ADD: other recipients] [VERIFY]

The bond and contract

The Bond is in the amount of $2,480,000.00. The Owner is Carrolton Medical Arts LLC. Pinelands Community Bank is Additional Obligee by rider dated February 2, 2026. The Bond refers to the Construction Contract dated January 26, 2026 [performance_bond.pdf p.1]. The Contract sum was $2,480,000.00, with substantial completion due December 18, 2026 [construction_contract_excerpt.pdf p.1]. Change Order 1, dated April 14, 2026, added exam room plumbing for $36,500.00 and revised the contract sum to $2,516,500.00 [construction_contract_excerpt.pdf p.1].

Paragraph 3 of the Bond states that the Surety's obligation arises after: "(1) the Owner first gives notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default and requests a conference with the Contractor and the Surety; (2) the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and (3) the Owner agrees to pay the Balance of the Contract Price to the Surety or to a contractor selected to perform the Construction Contract" [performance_bond.pdf p.1].

Paragraph 4 provides that, once those conditions are satisfied, "the Surety shall promptly, at the Surety's expense, take one of the following actions: (a) arrange for the Contractor, with the Owner's consent, to complete the work; (b) undertake to complete the work itself; (c) obtain bids from qualified contractors for the Owner to contract with, and pay the excess cost; or (d) determine the amount it is liable for and pay the Owner, or deny liability in whole or in part with reasons" [performance_bond.pdf p.1].

Article 14.2 of the Contract permits the Owner to terminate for cause if the Contractor "fails to supply enough properly skilled workers or materials, or otherwise substantially breaches the Contract, and fails to cure after written notice from the Owner and the Architect certifies that sufficient cause exists." Article 14.3 provides that, "If the cost of finishing exceeds the unpaid balance, the Contractor shall pay the difference to the Owner" [construction_contract_excerpt.pdf p.1].

Default or nonpayment

The following events occurred, in date order:

- August 24, 2026: The Owner wrote to the Contractor and the Surety by certified mail and email that "[s]ince August 10, 2026 no workers have been on site except one laborer," that the roof deck, windows and mechanical rough-in were stopped, and that the Owner was considering declaring a Contractor Default under Paragraph 3 of the Bond. The Owner requested a conference with the Contractor and the Surety [default_and_termination_notices.pdf p.1].

- September 3, 2026: A conference was held at the site. Present were Elise Carrolton for the Owner, architect Victor Holloway, Contractor president Sean Brennan, and Surety claims representative Monica Treadwell. The minutes record that the Contractor stated it lacked funds to pay its framing and mechanical subcontractors and could not give a date to restart [default_and_termination_notices.pdf p.1].
- September 4, 2026: The Owner gave the Contractor written notice to cure under Article 14.2, with a copy to the Surety. No crews returned [default_and_termination_notices.pdf p.1].
- September 21, 2026: The architect certified that "[s]ufficient cause exists to justify termination of the Contractor for cause" [default_and_termination_notices.pdf p.1].
- September 23, 2026: The Owner wrote to the Contractor and the Surety: "The Owner declares a Contractor Default and terminates the Construction Contract for cause. The Owner agrees to pay the Balance of the Contract Price as the Bond provides" [default_and_termination_notices.pdf p.1].
- October 1, 2026: Ms. Treadwell acknowledged receipt for the Surety, stating, "We acknowledge receipt and have opened Claim No. AKS-C-26-3318. We are investigating" [default_and_termination_notices.pdf p.1].

Separately, Pay Application 7 for August 2026 was not certified because the work shown as complete was not in place [construction_contract_excerpt.pdf p.1]. Pay Applications 1 through 6, covering work through July 31, 2026, were certified and paid in the total amount of $1,742,880.00. The Owner holds retainage of $87,144.00. The balance of the contract price unpaid, including retainage, is $773,620.00 [construction_contract_excerpt.pdf p.1].

On October 30, 2026, the Owner sent the Surety copies of the completion bids it had requested [completion_bid_and_cost_summary.pdf p.1]. Halvard Construction Group bid $986,400.00 on October 27, 2026 to complete the remaining work per the contract documents. Seabright Builders Inc. bid $1,041,750.00 on October 28, 2026 [completion_bid_and_cost_summary.pdf p.1].

Amount claimed

The Owner's architect prepared the following summary on November 4, 2026. It measures the excess completion cost by the low bid of $986,400.00 less the unpaid contract balance of $773,620.00 [completion_bid_and_cost_summary.pdf p.1].

Item	Date	Amount	Source
Excess completion cost (low bid $986,400.00 less unpaid balance $773,620.00)	Nov. 4, 2026 (summary); bid dated Oct. 27, 2026	$212,780.00	[completion_bid_and_cost_summary.pdf p.1]
Weatherproofing of open roof deck, Tri-County Roofing, Invoice 2271	Sept. 29, 2026	$18,950.00	[completion_bid_and_cost_summary.pdf p.1]

Item	Date	Amount	Source
Site security, Shoreguard Security	Sept. 24 to Oct. 31, 2026	$6,320.00	[completion_bid_and_cost_summary.pdf p.1]
Architect additional services for re-bidding, Holloway Studio, Invoice 0919	Oct. 31, 2026	$12,800.00	[completion_bid_and_cost_summary.pdf p.1]
Total (as read from the bills)		**$250,850.00**	[completion_bid_and_cost_summary.pdf p.1]

The Owner's interim costs total $38,070.00 as stated in the architect's summary [completion_bid_and_cost_summary.pdf p.1]. This summary does not include delay costs from lost tenant rent for the addition. The Owner will provide those separately [completion_bid_and_cost_summary.pdf p.1]. [ADD: delay cost amount and documentation, if the client elects to assert it now]

Demand

The Owner has given the notices and taken the steps that Paragraph 3 of the Bond requires, including its agreement to pay the Balance of the Contract Price [default_and_termination_notices.pdf p.1]. We therefore demand that the Surety perform its obligations under Paragraph 4 of the Bond. Specifically, we demand that the Surety either:

- undertake to complete the work and finish the project at the Surety's expense; or
- pay the Owner the excess cost of completion, together with the Owner's related costs, in the amount of [ADD: demand amount].

Please respond in writing by [ADD: response deadline], confirming which course the Surety elects. If the Surety denies liability in whole or in part, please state its reasons in writing, as Paragraph 4(d) requires. Please also send us a complete copy of the Bond, including all riders, and the Surety's claim file materials the Surety is willing to provide. [ADD: confirm any additional document requests]

The Owner reserves all rights and remedies under the Bond, the Construction Contract and applicable law. These include recovery of delay costs and any additional completion, interim or other costs not yet determined, and all rights against the Principal under Article 14.3 of the Contract. Nothing in this letter waives any right, claim or remedy.

Sincerely,

Felicia N. Okonkwo
Okonkwo Brandt LLP

Enclosures: [ADD: confirm enclosures, e.g., notices, architect's certificate, completion bids, cost summary, invoices]

cc: Brennan Ridge Builders Inc., 75 Foundry Lane, Westbury Mills, New Jersey (Principal) [performance_bond.pdf p.1]
cc: Pinelands Community Bank, [ADD: address] (Additional Obligee)
cc: [ADD: other recipients] [VERIFY]