

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
COUNTY OF ESSEX**

**RESOLUTION NO.** \_\_\_\_\_ **AUTHORITY FOR RESOLUTION:** N.J.S.A. 40:41A-38(n)

**PROPOSED BY:** COUNTY EXECUTIVE **AUTHORITY FOR ACTION:** N.J.S.A. 40:41A-36(i)

**SUBJECT:**

**DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND GROUNDS –  
CONTRACT AWARD TO CORE FACILITY SERVICES, LLC, THE LOWEST RESPONSIVE  
AND RESPONSIBLE BIDDER TO PROVIDE MAINTENANCE OF BUILDING SYSTEMS AT  
320-321 UNIVERSITY AVENUE, NEWARK, NJ – JUNE 1, 2023 THROUGH MAY 31, 2026 -  
AMOUNT NOT TO EXCEED \$2,079,393.60**

**WHEREAS**, the County of Essex has a need for a vendor to provide for  
the Maintenance of Building Systems at 320-321 University Avenue, Newark, NJ  
(the “Services”) for the Department of Public Works; and

**WHEREAS**, the County’s Office of Purchasing has publicly advertised  
for bids for the Services; and

**WHEREAS**, the County has received from two (2) vendors written  
responses to the aforesaid advertisement for bids; and

**WHEREAS**, the County’s Department of Public Works through the Office  
of Purchasing recommends the Board of County Commissioners award the  
contract for the Services to Core Facility Services, LLC., the lowest responsive  
and responsible bidder; and

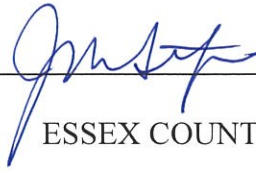
**WHEREAS**, the Chief Financial Officer has certified that the availability  
of funds to pay such contract through December 31, 2023 with contract balances  
contingent on future appropriations and the allowance will be further certified  
when services are ordered (which certification is attached hereto); and

**WHEREAS**, New Jersey Public Contracts Law (NJSA 40A:11-1 et seq.) requires the Board of County Commissioners to approve, by resolution, the awarding of a contract for the provision or performance of any goods or services, the cost of which, in the aggregate, exceeds the statutory bidding threshold; now, therefore, be it.

**RESOLVED**, by the Board of County Commissioners of the County of Essex as follows:

1. That the award of a contract for the Services for the period June 1, 2023 through May 31, 2026 in the amount not to exceed \$2,079,393.60 to Core Facility Services, LLC., the lowest responsive and responsible bidder, in accordance with the recommendation of the County's Office of Purchasing, be and hereby is approved, and that of the County Administrator be and hereby is authorized to enter into and execute a contract as aforesaid, together with such other documents incident thereto, as may be necessary.
2. That the Clerk of the Board of County Commissioners forward two (2) certified copies of this resolution and agreement to the Office of Purchasing and one to the Department of Public Works.

Approved as to form and legality

  
ESSEX COUNTY COUNSEL

Date

2/23/23

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Commissioner \_\_\_\_\_

Second by Commissioner \_\_\_\_\_

Commissioner	Yes	No	N.V.	ABS	Commissioner	Yes	No	N.V.	ABS
Cooper					Mercado				
Gill					Pomares, V.P.				
Graham					Richardson, Pres.				
Johnson					Sebold				
Luciano									

It is hereby certified that the foregoing Resolution was ( ) adopted ( ) defeated ( ) tabled by roll call vote at a \_\_\_\_\_ meeting of the Board of County Commissioners of the County of Essex, New Jersey held on \_\_\_\_\_.

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

\_\_\_\_\_  
Wayne L. Richardson, President

Core Facility Services, LLC  
2/23/2023



COUNTY OF ESSEX

DECISION MEMORANDUM

COUNTY EXECUTIVE

BOARD AGENDA ITEM

COUNTY ADMINISTRATOR

**TO:** Honorable Robert Jackson  
County Administrator

**DEPARTMENT:** Dept. of

**FROM:** Julius N. Coltre, MPA, QPA  
Director of Purchasing

**DIVISION:** Public Works/Engineering

**DATE:** February 15, 2023

INTRODUCTION AND OVERVIEW:

**TITLE:** Maintenance of Building Systems at 320-321 University Ave. Facility in Newark.

**SOLICITATION NUMBER:** 23-004

**SOLICITATION TYPE:** Bid: ☒ RFP: ☐ Comp. Contract: ☐ Non-Fair & Open: ☐ Other: ☐

**REQUESTING AGENCY:** Department of Public Works / Engineering

**ADVERTISEMENT DATE:** January 10, 2023 **OPENING DATE:** February 3, 2023

**POTENTIAL BIDDERS FROM:** Advertisement: 0 Portal: 24 Purchasing: 0 Small Business: 0

**BIDDERS(s) REJECTED:** none **REASON:**

**NUMBER OF SUBMITTED PROPOSALS:** 2

**ASPIRATION GOAL ACKNOWLEDGEMENT FORM** (Completed & Returned): Yes: ☒ No: ☐

**CONTRACT PERIOD:** Contract Period to be: June 1, 2023 to May 31, 2026

**MINORITY STATUS OF RECOMMENDED VENDOR:**

(WBE): ☐ (MGM): ☐ (SBE): ☐ (MBE): ☐ (VOB): ☐ (Other): ☒

<u>VENDOR NAME</u>	<u>Total Amount for (3) years + allowance :</u>
Core Facility Services, LLC (New York, N.Y.)	\$2,079,393.60
DCO Energy, LLC	\$2,176,840.05

Please Note: these totals reflect the first (3) years of contract + the allowance & reimbursables

**RECOMMENDATION:**

Based upon the recommendation of Director Sanjeev Varghese, the Director of Public Works, which is attached hereto and after reviewing the submitted proposals, it is recommended that the Board of Commissioners award by resolution a contract to: **Core Facility Services, LLC 150 East 42<sup>nd</sup> Street, New York, N.Y. 10017.**

**REASON FOR RECOMMENDATION:**

The Essex County Department of Public Works / Engineering Department has determined that this vendor has met the requirements of the advertised specifications and is the lowest responsive / responsible bidder to Provide the Maintenance of Building Systems at 320-321 University Avenue Facility in Newark, N.J. as per specifications.

**FISCAL IMPACT:**

As stated on the attached recommendation letter from Public Works, funding & account information will be from Public Works operating budget account# 01-201-26-310-100-100. The total amount not to exceed shall be: \$2,079,393.60 for the three (3) year contract term.

**ALTERNATIVE:**

There is no alternative to procure this service except to advertise & solicit bids under the "fair & open bidding process in compliance with the Local Public Contracts Law.

**HISTORY:**

To date, this vendor has been paid \$327,017.44 for payments on building maintenance services awarded by the governing body.

**ADVERTISEMENT FOR BIDS:**

In Accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)

**ATTACHMENTS:**

- 1) Memorandum of agreement (3 originals signed & attested)
- 2) AA-201 Affirmative Action Requirements
- 3) Recommendation letter from the Department of Public Works
- 4) Certificate of Insurance
- 5) Public Works Registration Certificate
- 6) Business Registration Certificate
- 7) Political Contribution Disclosure Form
- 8) Approved Performance Bond for full amount of contract
- 9) Price proposal page(s)

JNC: cmc



OFFICE OF ACCOUNTS AND CONTROL  
HALL OF RECORDS, ROOM 542  
NEWARK, NEW JERSEY 07102

**CERTIFICATION OF FUNDS**

Vendor Name                      Core Facility Services LLC  
Account Name                    Non-Professional Services  
Account #                         01-201-26-310-100-100  
Contract Period (If Applicable)    06/01/2023                      05/31/2026  
Purpose of Contract            To provide for the Maintenance of Building Systems at 320-321 University  
Avenue, Newark, NJ for the Department of Public Works

2,079,393.60                      Contract Amount

**Funding**

	Temporary Budget Amount
	Current Fund Budget Amount
346,565.70	Contingent Current Year Amount
	Grant Funding
	Capital Funding
	Trust Funding
1,732,827.90	Contingent Subsequent Years

I, do hereby certify that the funding is legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of the Optional County Charter Law, the Essex County Administrative Code and the Essex County Standard Operating Policies and Procedures.

CM Date: 2/28/2023  
Cert: 728

  
Ehab Salama  
Chief Financial Officer

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**VENDOR**

**COUNTY**

NAME: Core Facility Services, LLC  
ADDRESS: 150 East 42<sup>nd</sup> Street  
New York, N.Y. 10017

County of Essex  
Hall of Records  
465 Dr. Martin Luther King Blvd.  
Newark, New Jersey 07102

BID #: 23-004  
DATE ADVERTISED: January 10, 2023  
DATE RECEIVED: February 3, 2023  
CONTRACT PERIOD: **Contract Period: June 1, 2023, thru May 31, 2026**  
BASIS OF AWARD: Lowest responsive/responsible bidder  
COMMODITY: To Provide Maintenance of Building Systems at 320-321 University  
DESCRIPTION: Avenue in Newark, N.J. for the Department of Public Works.

**CONDITIONS:**

The award of this contract is subject to the approval of the Essex County Board of County Commissioners by resolution and such resolution will be prepared and presented to the Board at its regularly scheduled meeting. This contract becomes effective & binding upon adoption by resolution by the Essex County Board of County Commissioners.

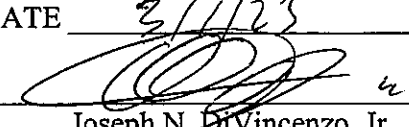
The vendor identified above hereby agrees to comply with the terms and conditions of the bid specifications, advertisement, and vendor's proposal, as submitted by the vendor listed above under the bid number stated above, which are incorporated herein and made part hereof, and to faithfully perform the obligations therein to furnish & deliver the good or service listed above.

This vendor has agreed to participate in the Voluntary Cooperative Purchasing System extending exact pricing & equipment specifications to all County Cooperative Agencies for the term of this contract. YES \_\_\_\_\_ NO \_\_\_\_\_ DOES NOT APPLY X \_\_\_\_\_

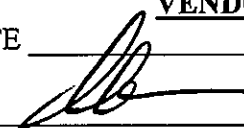
**PAYMENT TERMS:**

CONTRACT PERIOD: **Contract Period: June 1, 2023 thru May 31, 2026**  
AWARDED ITEMS: Year one (1): \$546,000.00  
Year two (2): \$567,840.00  
Year three (3): \$590,533.60  
Sub-total three (3) years: \$1,704,393.60  
AMOUNT NOT TO EXCEED: **\$2,079,393.60 (\$1,704,393.60 + \$375,000.00 allowance)**  
MONTHLY PAYMENT: N/A  
ANNUAL PAYMENT: As stated above  
TOTAL AWARD TO VENDOR **\$2,079,393.60**

**ESSEX COUNTY**

DATE 3/1/23  
  
Joseph N. DiVincenzo, Jr.

**VENDOR**

DATE 02.10.2023  
  
Authorized Vendor Signature

ATTEST: \_\_\_\_\_  
Deborah Davis Ford: Clerk of the Board

WITNESS:  \_\_\_\_\_

## BID PROPOSAL

### OPERATION AND MAINTENANCE OF THE BUILDING SYSTEMS AT 320-321 UNIVERSITY AVENUE PER THE ATTACHED BID SPECIFICATIONS

**TO: Purchasing Agent, Room 325, Hall of Records, County of Essex, NJ**

**The undersigned proposes to furnish all labor, material and equipment required to comply in every detail with the indicated and/or outlined in the specifications herein.**

#### **OPERATION AND MAINTENANCE:**

Item.	Description	Quantity	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	Total Amount
1	Operation/ Maintenance	12 Months	546,000.00 \$ _____	567,840.00 \$ _____	590,533.60 \$ _____	1,704,393.60 \$ _____
2	Allowance/ Reimbursables		\$125,000.00	\$125,000.00	\$125,000.00	\$ 375,000.00
GRAND TOTAL						2,079,393.60 \$ _____

**Total bid amount expressed in figures:** \$ 2,079,393.60

**Total bid amount written:** Two Million Seventy Nine Thousand Three Hundred Ninety Three Dollars and 60 Cents

**BIDDER'S COMPANY NAME:** Core Facility Services, LLC

**Signature of authorized Member of the Firm:** 

**Company Phone #:** 646-223-1811 **Fax #:** 212-221-1068

**E-Mail #:** cdileone@corefsllc.com





COUNTY OF ESSEX  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF BUILDINGS & GROUNDS  
900 BLOOMFIELD AVE  
VERONA, NJ 07044

(973) 226-8500 ext. 2340  
(973) 403-9572

JOSEPH N. DIVINCENZO, JR.  
COUNTY EXECUTIVE

Sanjeev Varghese, P.E., P.P.  
Director & County Engineer

Frank J. Pascucci  
A/Director Buildings &  
Grounds

MEMORANDUM

To: JULIUS COLTRE, DIRECTOR  
OFFICE OF PURCHASING

From: SANJEEV VARGHESE, P.E., P.P., DIRECTOR & COUNTY ENGINEER  
DEPARTMENT OF PUBLIC WORKS

Date: FEBRUARY 8, 2023

Re: REQUEST TO AWARD BID #23-004-BUILDING SYSTEMS AT UNIVERSITY AVE

The Office of Purchasing received two (2) bids to provide Operations & Maintenance of the Building Systems at 320-321 University Avenue, Newark as follows:

<u>VENDOR</u>	<u>1ST YEAR</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	<u>TOTAL</u>
CORE	\$546,000.00	\$567,840.00	\$590,533.60	\$1,704,393.60
DCO	\$578,062.08	\$601,377.40	\$622,400.57	\$1,801,840.05

The Department of Public Works is requesting that Core Facility Services, LLC. be awarded the three-year contract beginning June 1, 2023 thru May 31, 2026.

Core Facility Services, LLC is currently providing the Operation and Maintenance of the Building Systems at 320-321 University Avenue for the County of Essex. They are reliable, and have demonstrated their knowledge and expertise. Therefore, the Department recommends that the 36-month bid be awarded to Core Facility Services, LLC for a total amount not to exceed \$2,079,393.60 (\$1,704,393.60 for services plus \$375,000.00 for allowances).

The terms of the bid contract also allow for a 4<sup>th</sup> and 5<sup>th</sup> year optional extension for an additional twenty-four (24) months, if mutually agreed upon, and approved by the Essex County Board of County Commissioners.

It is imperative to have the contract in place on June 1, 2023 to ensure the building continues to operate in a safe environment.

The contract will be funded by the Department of Public Works Operating Budget, Account #01-201-26-310-100-100.

cc: L. Rodriguez, Assistant County Engineer  
F. Pascucci, Director, Division of Buildings & Grounds  
F. Palma, Coordinator of Maintenance Services  
L. Samuel, Fiscal Analyst  
R. Masino, Supervising Administrative Analyst

*Putting Essex County First*

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

RECEIVED  
COUNTY OF ESSEX  
OFFICE OF PURCHASING  
2023 FEB -9 PM 2:24

*To: C Calvo  
for Mon's  
JNP  
2/8/23*

**STATE OF NEW JERSEY**

Division of Purchase & Property

Contract Compliance Audit Unit

EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY 27.4450918	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 225
4. COMPANY NAME CORE FACILITY SERVICES, LLC		COMPANY E-MAIL DFERRARA@COREFSLLC.COM
5. STREET 150 EAST 42ND STREET - 7TH FL	CITY NEW YORK	COUNTY NY
	STATE NY	ZIP CODE 10017
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) PRITCHARD INDUSTRIES		CITY NEW YORK
	STATE NY	ZIP CODE 10017
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 8		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 3		
10. PUBLIC AGENCY AWARDING CONTRACT		
ESSEX COUNTY	NEWARK	ESSEX
	STATE NJ	ZIP CODE 07102
Official Use Only	DATE RECEIVED	INAUG.DATE
		ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
		COL. 1	COL. 2	COL. 3	***** MALE*****						*****FEMALE*****					
		Total	Male	Female												
	(Cols.2 &3)			BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	
Officials/Managers	4	3	1					3						1		
Professionals	7	7	0	1				6								
Technicians																
Sales Workers																
Office & Clerical	9	0	9							1	4		1	3		
Craftworkers (Skilled)	170	169	1	13	18		2	134	2					1		
Operatives (Semi-skilled)	1	1	0		1											
Laborers (Unskilled)																
Service Workers	34	25	9	2	12		1	10		1	7			1		
TOTAL	225	205	20	16	31		3	153	2	2	11		1	6		
Total employment From previous Report (if any)	325	258	67	29	43		2	184		15	27		1	24		
The data below shall NOT be included in the figures for the appropriate categories above.																
Temporary & Part-Time Employees																

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input checked="" type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 04 09 2021
13. DATES OF PAYROLL PERIOD USED From: 01/01/2023 To: 01/27/2023		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) DONNA FERRARA	SIGNATURE <i>Donna Ferrara</i>	TITLE DIRECTOR	DATE MO DAY YEAR 02 16 2023
17. ADDRESS NO. & STREET 150 EAST 42 STREET 7TH FL	CITY NEW YORK	COUNTY NY	STATE NY
	ZIP CODE 10017	PHONE (AREA CODE, NO., EXTENSION) 646 - 223 - 1816	

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Sample of Certificate



The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

COMPANY: CORE FACILITY SERVICES LLC SIGNATURE: [Signature]

PRINT NAME: JOHN CIOFALO TITLE: VP

DATE: 02.10.2023

# 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

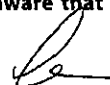
Assignment

Code

For instructions on completing the form, go to: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa201ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf)

1. FID NUMBER 27-4450918		2. CONTRACTOR ID NUMBER 800637		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: COUNTY OF ESSEX OFFICE OF PURCHASING Address: HALL OF RECORDS - ROOM 335 NEWARK, NJ 07102					
3. NAME AND ADDRESS OF PRIME CONTRACTOR CORE FACILITY SERVICES, LLC (Name) 150 EAST 42ND STREET - 7TH FLOOR (Street Address) NEW YORK NY 10017 (City) (State) (Zip Code)				CONTRACT NUMBER BID 23-004		DATE OF AWARD 02/10/2023		DOLLAR AMOUNT OF AWARD 2,079,393.60	
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]				6. NAME AND ADDRESS OF PROJECT Name: MAINTENANCE OF BUILDING SYSTEMS 320-321 UNIVERSITY AVENUE NEWARK, NJ 07102		7. PROJECT NUMBER BID 23-004		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/>	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN		PROJECTED COMPLETION	
		MALE FEMALE		MALE FEMALE		DATE		DATE	
		J AP	J AP	J AP	J AP				
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC		3		0	0				
7. IRONWORKER									
8. OPERATING ENGINEER									
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER									
18. LABORER									
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)

CHRISTOPHER DILEONE

PRESIDENT

10. (Please Print Your Name)

(Title)

646 223-1811

02/16/2023

(Area Code)

(Telephone Number)

(Ext.)

(Date)

NJDTRE

NJ DEPARTMENT OF THE TREASURY

Core Facilities Services, LLC

2/16/2023

Ref Nbr	Invoice Nbr	Inv Date	Invoice Amount	Amount Paid	Disc Taken	Net Check Amt
039887	RNWL202302	02/15/23	150.00	150.00		150.00

028265

Core Facilities Services, LLC  
150 East 42nd Street, 7th Fl  
New York, NY 10017

Signature Bank  
Private Client Group 161  
New York, NY 10017

1-1357/260

CHECK # 028265  
DATE 02162023  
M M O D Y Y Y Y

\$150.00


PAY One Hundred Fifty and 00/100----- USD

PAY TO THE ORDER OF NJ DEPARTMENT OF THE TREASURY  
DIV OF PURCHASE & PROPERTY  
PO BOX 206  
TRENTON, NJ 08625-0206

  
Authorized Signature

⑈028265⑈ ⑆026013576⑆ ⑈1501522291⑈

CERTIFICATE RENEWAL IN PROCESS

  
John Gofalo

02.16.2023

DATE

VP

Certificate Number  
730820

Registration Date: 03/03/2022  
Expiration Date: 03/02/2023



## State of New Jersey

Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Core Facility Services, LLC.  
**2022**

Responsible Representative(s):  
Christopher Dileons, President

A handwritten signature in black ink, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** CORE FACILITY SERVICES LLC

**Trade Name:**

**Address:** 150 EAST 42ND STREET  
NEW YORK, NY 10017

**Certificate Number:** 1812244

**Effective Date:** July 31, 2013

**Date of Issuance:** April 20, 2019

**For Office Use Only:**

20190305115723810







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2023

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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 2000 West Loop South Ste 2150 Houston TX 77027  License#: 0C36861 PRITIND-01	<b>CONTACT NAME:</b> Rachel Williams	
	<b>PHONE (A/C, No, Ext):</b> 713-624-6343 <b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> PritchardCOIS@alliant.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Old Republic Insurance Company	24147
	<b>INSURER B:</b> Federal Insurance Company	20281
	<b>INSURER C:</b> XL Specialty Insurance Company	37885
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 641919100 **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	MWZY31705022	7/31/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB31705122	7/31/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	79894517	7/31/2022	3/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		Y	MWC31705222	7/31/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Crime - First Party Crime - Third Party			ELU18449622	7/31/2022	3/1/2023	Employee Theft Limit 2,000,000 Employee Theft Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Policy Endorsements Applicable if Required By Written Contract:  
GENERAL LIABILITY: Additional Insured (Ongoing Operations) CG20101219; Additional Insured (Completed Operations) CG20371219; Additional Insured (Vendors) CG20441219; Primary and Noncontributory CG20011219; Waiver of Subrogation CG24531219; Notice of Cancellation to Certificate Holders (60 days) PIL0291010  
AUTO: Additional Insured Primary and Non-Contributory CA04491116; Waiver of Subrogation CA04441013; Notice of Cancellation to Certificate Holders (60 days) PIL0291010  
WORKERS COMPENSATION: Waiver of Subrogation WC000313  
EXCESS LIABILITY is follow form with regards to Additional Insured and Waiver of Subrogation

See Attached...

<b>CERTIFICATE HOLDER</b>  County of Essex Risk Management Department - Hall of Records/Room 510 465 Dr. Martin Luther King Blvd. Newark, NJ 07102	<b>CANCELLATION</b>  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 
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Core Facility Services, LLC 150 E 42nd Street, 7th Floor New York NY 10017	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: #23-004 Maintenance of Building Systems at 320-321 University Ave., Newark, NJ

The blanket additional insured, waiver of subrogation, and primary & noncontributory endorsements extend coverage to the following entities when required by written contract, subject to the terms and conditions of the policies: The County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or Other Entities Established by Them or Operating Under Their Control and All Employees, Trustees, Commissioners, Committee Members, Aides, Advisory Board Members, Elected and Appointed Officials, Volunteers and Students While Acting Within the Scope of Their Duties On Behalf of The County of Essex, New Jersey.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Pritchard Industries, LLC

**Endorsement Effective Date:** 07/31/2022

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
All persons or organizations when required by written contract or agreement	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any "vendor", but only with respect to liability for "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.
- However, the insurance afforded to such "vendor":
1. Only applies to the extent permitted by law; and
  2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".
- B. With respect to the insurance afforded to any "vendor", the following additional exclusions apply:**
1. The insurance afforded the "vendor" does not apply to:
    - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
    - b. Any express warranty unauthorized by you;
    - c. Any physical or chemical change in the product made intentionally by the "vendor";
    - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
    - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
    - h. "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - (1) The exceptions contained in Subparagraphs d. or f.; or
      - (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these "vendors", the following is added to Section III – Limits Of Insurance:**
- The most we will pay on behalf of the "vendor" is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D.** The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Pritchard Industries, LLC

**Endorsement Effective Date:** 07/31/22

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

All persons or organizations as required by contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**POLICY NUMBER: MWC 317052 22**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

**AS REQUIRED BY WRITTEN CONTRACT, TO THE EXTENT ALLOWABLE  
BY LAW**

**THIS FORM DOES NOT APPLY IN: CA, TX**

**DATE OF ISSUE: 07-27-22**

6. **Additional Insureds:**

The following shall be added as ADDITIONAL INSURED on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis;

*The County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or Other Entities Established by Them or Operating Under Their Control and All Employees, Trustees, Commissioners, Committee Members, Aides, Advisory Board Members, Elected and Appointed Officials, Volunteers and Students While Acting Within the Scope of Their Duties On Behalf of The County of Essex, New Jersey.*

7. **Additional Insurance Requirements:**

a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except that after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the County. The Insurer shall provide the County with notification of any cancellation, non-renewal, major change, modification or reduction in coverage.

b. Regardless of these contract minimum insurance requirements, the Provider of Goods and Service's and its insurer shall agree to commit the Provider of Goods and Service's full policy limits and these minimum requirements shall not restrict the Provider of Goods and Service's liability or coverage limit obligations.

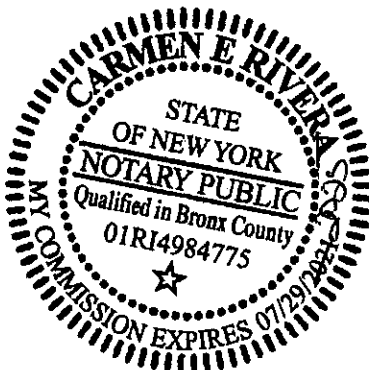
c. The Provider of Goods and Services shall furnish the County of Essex with the Insurance Certificates and applicable Endorsements for all required insurance, prior to the County's execution of the Agreement and start of work. Proper Address for Certificates, Endorsements and Notices shall be:

**County of Essex  
Risk Management Department - Hall of Records/Room 510  
465 Dr. Martin Luther King Blvd.  
Newark, NJ 07102**

Provider of Goods and Services shall waive all rights of recovery against the County and all the additional insured's for loss or damage covered by any of the insurance maintained by the Provider of Goods and Services, where applicable by law.

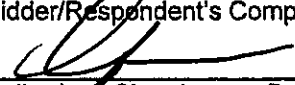
Sworn to and subscribed  
before me on this 21<sup>st</sup> day  
of FEBRUARY, 2023

  
NOTARY PUBLIC



PRINCIPAL:

CORE FACILITY SERVICES, LLC  
(Bidder/Respondent's Company Name)

  
(Authorized Signature on Behalf of the Principal)

CHRISTOPHER A. LEONE  
(Print Name)

INSURER:

\_\_\_\_\_  
(Insurer's Company Name)

\_\_\_\_\_  
(Authorized Signature on behalf of the Insurer)



# OFFICE OF PURCHASING

## ASPIRATIONAL GOAL ACKNOWLEDGEMENT FORM

Name of Organization: CORE FACILITY SERVICES, LLC.

Print Name of Vendor Representative: JOHN CIOFALO

Title of Vendor Representative: VP

I have reviewed the Essex County Board of Chosen Freeholders Resolution No. R-2017-00834, where it explains the economic disadvantages in Essex County, including above average unemployment rates, high home foreclosures rates and higher rates on ALICE households (Asset Limited, Income Constraint, Employed) and poverty households.

I understand that the Board of Chosen Freeholders believes potential vendors should be informed of Essex County's economic disadvantages that effects the well-being of Essex communities. I acknowledge this legislative body intent to *encourage* awarded vendors to actively pursue in their hiring efforts and practices to seek potential candidates from the vast, diverse, qualified and experienced talent that exists in Essex County's unemployed and underemployed residents.

By signing this acknowledgement form, I hereby confirm that I have read Resolution No. R-2017-00834 and acknowledge the encouraged efforts of the County of Essex Aspirational Goal to establish a total workforce for each contract comprised of a minimum of 35% Essex County residents. I acknowledge that my organization will make good faith efforts in seeking talent from Essex County unemployed and underemployed qualified residents when fulfilling job opening(s).

Furthermore, I understand that for the term of each contract, I have been requested to complete an annual report of employee status, by filing a Vendor Employee Disclosure Form.

I also understand that the Board of Chosen Freeholders may review my responses to the Vendor Employee Disclosure Form to monitor my continued efforts and commitment.

JOHN CIOFALO  
Print Full Name

[Signature] 02.10.2023  
Signature and Date

CHRISTOPHER D. LEONE  
Print Full Name

[Signature] 02.10.2023  
Signature and Date

Putting Essex County First





## VENDOR EMPLOYEE DISCLOSURE FORM

DATE: 02/16/2023

VENDOR NAME: CORE FACILITY SERVICES, LLC

REPRESENTATIVE NAME: CHRISTOPHER DILEONE

PHONE: 646-223-1811

EMAIL: CDILEONE@COREFSLLC.COM

COMPANY LOCATION: 150 EAST 42 STREET - 7TH FLOOR - NEW YORK, NY 10017

Complete current year ONLY if this is your first time working with the County of Essex.

If previously awarded contracts with the County, please complete each contract year, up to the last 6 years. Failure to complete this form will not result in the loss or any diminution of this contract.

YEAR	TOTAL EMPLOYEES	ESSEX COUNTY EMPLOYEES ONLY	YEAR	TOTAL EMPLOYEES	ESSEX COUNTY EMPLOYEES ONLY	YEAR	TOTAL EMPLOYEES	ESSEX COUNTY EMPLOYEES ONLY
			2019	4	0			
			2020	6	0			
			2021	8	2			
			2022	10	2			
Total:								

1. What are your efforts to employ Essex County residents?

CORE FACILITY SERVICES, LLC WILL CONTINUE TO ENGAGE LOCAL UNION 68 FOR CANDIDATES THAT RESIDE IN ESSEX COUNTY

2. Do you hire Union labor? ☒ Y ☐ N If so, please provide Union Affiliation(s):

LOCAL 68 INTERNATIONAL UNION OF OPERATING ENGINEERS

*Putting Essex County First*

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF ESSEX

RESOLUTION NO. 2017-00834  
PROPOSED BY: FREEHOLDER TORO  
CO-SPONSORS: JOHNSON, RICHARDSON, GILL & TIMBERLAKE  
SUBJECT:

AUTHORITY FOR RESOLUTION N.J.S.A. 40:41A-38(a)  
AUTHORITY FOR ACTION C.C.E. 2-29(B)

**RESOLUTION ESTABLISHING THE COUNTY OF ESSEX ASPIRATIONAL GOAL  
INITIATIVE TO INCREASE THE PARTICIPATION OF A DIVERSE AND QUALIFIED  
ESSEX COUNTY WORKFORCE IN COUNTY PROJECTS**

WHEREAS, it is the position of the Board of Chosen Freeholders that it is our obligation as a government body to create opportunities to enhance the quality of life for Essex County residents; and

WHEREAS, as of April 2017, statistics from the New Jersey Department of Labor (NJDOLE) indicate Essex County has the second largest labor force per square mile in the State, with 2,899 such persons per square mile; and

WHEREAS, statistics also indicate Essex County's unemployment rate is amongst the *highest* in the northern region of the State at 5.2%, with 18,900 unemployed residents; and

WHEREAS, in May 2016, data from U.S. foreclosure reporting company, RealtyTrac revealed that Essex County had a foreclosure rate at 4.12%, comprising a total of 6,367 homes in foreclosure; the *highest* number of foreclosed properties in the State of New Jersey; and

WHEREAS, the Essex County Board of Chosen Freeholders finds the data presented supports the notion that a direct correlation exists between the unemployed and/or underemployed rates and high housing foreclosure rates; and

WHEREAS, research conducted by the United Way found in 2014 that 28% of Essex County households were living in ALICE households (Asset Limited, Income Constrained, Employed) and 16% of Essex County households were living in poverty households: placing both metrics *above* State average; and

WHEREAS, the Board of Chosen Freeholders believes vendors that service the County of Essex should be informed of Essex County's economic disadvantages and can be active participants in the alleviation of the social ills that afflict County residents; and

WHEREAS, the 2016 Annual Report of the Essex County Office of Small Business Development and Affirmative Action ("SBDAA") reflects "during the period December 16, 2015 through December 14, 2016, the County spent \$178,507,745.57 on private contracts"; and

WHEREAS, the Board of Chosen Freeholders' intent is to *encourage* its vendors to be partners in the ongoing and constant effort to improve the livelihood of its residents and consider hiring workers from the vast and diverse pool of qualified and experienced workers that reside in Essex County; now therefore, be it

RESOLVED, The Essex County Board of Chosen Freeholders establishes an Aspirational Hiring Goal for the performance of certain contracts, including construction and improvement projects; solid waste removal and recycling; building, roads and parks maintenance; specialty trade work (i.e., plumbing and electrical, etc.), wherein the awarded vendor will make a voluntary, good faith effort to assemble a workforce for the performance of its Essex County contract with at least 35% being bona fide Essex County residents; where good faith efforts<sup>1</sup> for hiring Essex County residents are to be encouraged to the greatest extent possible by developers, construction contractors and any other entities or individuals which have been contracted to conduct business with the County of Essex, and the same shall be applied to all federally or state assisted, county-sponsored or privately funded developments within the County limits; and be it further

RESOLVED, it is one of the goals of this Resolution that the County's Purchasing Department establish policy wherein the Contract package to the awarded bidders and vendors, for those services described above, shall include a copy of this Resolution, along with the Aspirational Goal Acknowledgement Form and Vendor Employee Disclosure Form(s), which the vendor is encouraged, but not mandated, to review, complete and return to the Purchasing Department with the completed contract documents; and be it further

RESOLVED, the Essex County Board of Chosen Freeholders shall establish a Board Committee to periodically review Vendors' participation in hiring Essex residents. The committee will analyze Vendors' Employee Disclosure Forms and employee residency records to monitor Vendors' compliance with this ordinance. The Committee and/or the Board as a Whole is empowered to call Vendors to a public meeting to seek information concerning their contract(s) with the County of Essex. Vendors are asked to maintain current employee records while servicing County contracts, which may be requested by the Board; and be it further

RESOLVED, The Clerk of the Board shall forward copies of this Resolution to the Office of the County Administrator, Office of County Counsel and Office of Purchasing.

---

<sup>1</sup> Examples of good faith efforts to commitment: hire Essex labor and, if organized labor is utilized by the vendor, to use Essex County based local unions as possible; advertise job openings, for a minimum of 30 days, with a government employment agency, non-profit employment agency, state university or college placement department and/or Essex County Vocational schools. Participation in employment job fairs and recruitments in Essex community and faith based organizations programs and events; including Veteran hiring preference. Providing apprenticeships, internships, and on-the-job training opportunities to Essex residents.

*Michael J. Perinelli*

Approved as to form and legality \_\_\_\_\_

Freeholder Counsel

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Freeholder  
Second by Freeholder

*Toro*  
*Richardson*

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
BOBADILLA	X				RICHARDSON	X			
GILL, V.P.				X	SEBOLD	X			
JOHNSON	X				TORO	X			
JONES	X								
LUCIANO	X				TIMBERLAKE, PRES.	X			

It is hereby certified that the foregoing Resolution was (X) adopted ( ) defeated ( ) tabled by roll call vote at a Regular meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey held on Oct 17, 2014

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

*Britnee N. Timberlake*

Britnee N. Timberlake, President



RECEIVED

2023 FEB 23 AM 11:35

OFFICE OF PURCHASING

Hall of Records, Room 335, Newark, New Jersey 07102X COUNTY  
(Tel) 973-621-5100 – (Fax) 973-621-5109 COUNSEL'S OFFICE  
[www.essexcountynj.org](http://www.essexcountynj.org)

Joseph N. DiVincenzo, Jr.  
Essex County Executive

Julius N. Coltre, QPA  
Purchasing Director

MEMORANDUM

TO: Essex County Counsel

FROM: Julius N. Coltre, MPA, QPA Purchasing Director

DATE: February 23, 2023

RE: PERFORMANCE BOND – Bid#23-004  
FROM: Core Facility Services, LLC  
AMOUNT: \$2,079,393.60

APPROVED AS TO FORM

  
ESSEX COUNTY COUNSEL

Project Name and Number	Assigned Staff Member	Contact Number
Building Systems Maintenance Services at 320-321 University Ave. in Newark, N.J. for DPW	Christopher Calvanese	621-5102

Please be advised that the attached Performance Bond is being submitted to the Office of County Counsel for review. This document is mandatory in order for the Essex County Board of Commissioners to award the above project. If the bond is approved as sufficient, please have the Office of the Treasurer contact the assigned staff member from the Office of Purchasing after it is signed and approved by Monday February 27, 2023. If the Performance Bond is rejected, please return directly to the Office of Purchasing, Attn: Julius N. Coltre, Purchasing Director

JNC:cmc

Attachments

PUTTING ESSEX COUNTY FIRST

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**VENDOR**

**COUNTY**

NAME: Core Facility Services, LLC  
ADDRESS: 150 East 42<sup>nd</sup> Street  
New York, N.Y. 10017

County of Essex  
Hall of Records  
465 Dr. Martin Luther King Blvd.  
Newark, New Jersey 07102

BID #: 23-004  
DATE ADVERTISED: January 10, 2023  
DATE RECEIVED: February 3, 2023  
CONTRACT PERIOD: **Contract Period: June 1, 2023, thru May 31, 2026**  
BASIS OF AWARD: Lowest responsive/responsible bidder  
COMMODITY: To Provide Maintenance of Building Systems at 320-321 University  
DESCRIPTION: Avenue in Newark, N.J. for the Department of Public Works.

*COPY*

**CONDITIONS:**

The award of this contract is subject to the approval of the Essex County Board of County Commissioners by resolution and such resolution will be prepared and presented to the Board at its regularly scheduled meeting. This contract becomes effective & binding upon adoption by resolution by the Essex County Board of County Commissioners.

The vendor identified above hereby agrees to comply with the terms and conditions of the bid specifications, advertisement, and vendor's proposal, as submitted by the vendor listed above under the bid number stated above, which are incorporated herein and made part hereof, and to faithfully perform the obligations therein to furnish & deliver the good or service listed above.

This vendor has agreed to participate in the Voluntary Cooperative Purchasing System extending exact pricing & equipment specifications to all County Cooperative Agencies for the term of this contract. YES \_\_\_\_\_ NO \_\_\_\_\_ DOES NOT APPLY X

**PAYMENT TERMS:**

CONTRACT PERIOD: **Contract Period: June 1, 2023 thru May 31, 2026**  
AWARDED ITEMS: Year one (1): \$546,000.00  
Year two (2): \$567,840.00  
Year three (3): \$590,533.60  
Sub-total three (3) years: \$1,704,393.60  
AMOUNT NOT TO EXCEED: **\$2,079,393.60 (\$1,704,393.60 + \$375,000.00 allowance)**  
MONTHLY PAYMENT: N/A  
ANNUAL PAYMENT: As stated above  
TOTAL AWARD TO VENDOR **\$2,079,393.60**

**ESSEX COUNTY**

DATE \_\_\_\_\_

Joseph N. DiVincenzo, Jr.

ATTEST: \_\_\_\_\_  
Deborah Davis Ford: Clerk of the Board

**VENDOR**

DATE 02.10.2023

Authorized Vendor Signature

WITNESS: \_\_\_\_\_

**SUFFICIENCY APPROVED**  
*Hosay M. [Signature]*  
**COUNTY TREASURER**  
2/24/23

**RECOMMENDED FORM****PERFORMANCE, AND LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Core Facility Services, LLC  
Berkley Insurance Company As Principal, and the  
 SURETY COMPANY a corporation organized and existing under the  
 laws of the State of NEW JERSEY and duly authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto COUNTY  
 OF ESSEX as obligee in the penal sum of Two Million Seventy Nine Thousand Three Hundred Ninety Three and 60/100 (\$2,079,393.60) for payment of  
 which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the above named Principal did enter into a contract with COUNTY OF ESSEX  
 for Contract No. 23-004 Maintenance of Building Systems at 320-321 University Ave., Newark, NJ which contract is made 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 IT to be done and performed according to  
 the terms of the said contract, and shall pay all lawful claims of subcontractors, material men, laborers, persons, firms or corporations for labor  
 performed or materials, provisions, provender or other supplies or teams, fuel, 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, material man, 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 therefore, shall in any way affect the obligation of said Surety on its bond. This bond is given in compliance with the requirements of  
 the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of the State of New Jersey, N.J.S.A.  
 2A:44-143 to 2A:44-147, both inclusive, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED, AND DATED THIS 15th day of February 2023

By: [Signature]  
 ATTEST JOHN CIOFALO VP

Core Facility Services, LLC  
 Contractor

by: [Signature]  
CHRISTOPHER DILEONE PRESIDENT  
 Corporate Seal

[Signature]  
 Rita Alfano, Witness  
 ATTEST

Berkley Insurance Company  
 By: [Signature]  
 Annette Audinot, Attorney-in-Fact  
 Notarized and Notary Seal

(To be accompanied by the usual proof of authority of officers of Surety to Company to execute same)

SURETY ACKNOWLEDGMENT

STATE OF NEW JERSEY  
COUNTY OF MORRIS

On this 15th day of February in year 2023 Before me personally come(s)  
Annette Audinot to me known, who, being by me duly sworn, deposes and says  
that same resides in Morristown, NJ that same is the Attorney-in-Fact  
of the Berkley Insurance Company the  
corporation described in and which executed the foregoing instrument; that same knows the seal of the said  
corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the  
order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

C. Mc  
(Signature of Notary taking acknowledgment)

AnnMarie Keane, State of NJ Notary Public  
My Commission Expires: May 19, 2025

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ In the year \_\_\_\_\_ before me personally come(s)  
\_\_\_\_\_ to me known, who, being by me duly sworn,  
deposes and says that same resides in \_\_\_\_\_ that same is the  
\_\_\_\_\_ of the \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that same knows the seal of the  
said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by  
the order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

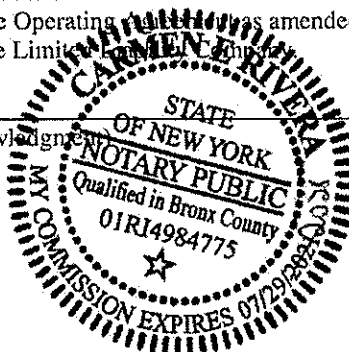
\_\_\_\_\_  
(Signature of Notary taking acknowledgment)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of NY  
County of NY

On this 21 day of FEBRUARY in the year 2023 before me personally come(s)  
CHRISTOPHER DILEONE to me known, who, being by me duly sworn,  
deposes and says that same resides in MAHWAN, NJ that same is the  
PRESIDENT of the CORE FACILITY SERVICES, LLC.  
the Limited Liability Company described in and which executed the foregoing instrument; that same knows  
the seal of the said corporation; that the seal affixed to the said instrument; and that same authorized under  
the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the  
forgoing instrument and so bind the Limited Liability Company.

Carmen Rivera  
(Signature of Notary taking acknowledgment)





POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kristin S. Bender; Annette Audinot; Kelly O'Malley; April D. Perez; Jessica Iannotta; Megan Schlueter; or Ann Marie Keane of Marsh USA, Inc. of Morristown, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of January, 2022.



Attest:

By

*Ira S. Lederman*  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company

By

*Jeffrey M. Hafer*  
Jeffrey M. Hafer  
Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 31st day of January, 2022, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

*Maria C. Rundbaken*  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 15th day of February, 2023.

*Vincent P. Forte*  
Vincent P. Forte

# BERKLEY INSURANCE COMPANY

## STATUTORY BALANCE SHEET

DECEMBER 31, 2021

(AMOUNTS IN THOUSANDS)

### Admitted Assets

Bonds	\$ 11,675,582
Common & Preferred Stocks	5,849,526
Cash & Short Term Investments	259,279
Premiums Receivable	2,235,863
Other Assets	<u>3,780,497</u>
<u>Total Admitted Assets</u>	<u>\$ 23,800,748</u>

### Liabilities & Surplus

Loss & LAE Reserves	\$ 12,229,179
Unearned Premium Reserves	3,797,873
Other Liabilities	<u>956,161</u>
<u>Total Liabilities</u>	<u>\$ 16,983,213</u>
Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,919,199
Unassigned Surplus	<u>3,855,325</u>
<u>Total Policyholders' Surplus</u>	<u>\$ 6,817,535</u>
<u>Total Liabilities &amp; Surplus</u>	<u>\$ 23,800,748</u>

### Officers:

President: William Robert Berkley, Jr.  
Secretary: Philip Stanley Welt  
Treasurer: Richard Mark Baio  
Asst. Treasurer: Bertman Adam Braud, Jr.  
Asst. Treasurer: Aaron Pearce  
Asst. Treasurer: Susan Paula Tingleff

### Directors:

William Robert Berkley  
(Executive Chairman)  
William Robert Berkley, Jr.  
Philip Stanley Welt  
Richard Mark Baio  
Paul James Hancock  
Carol Josephine LaPunzina  
James Gerald Shiel

SURETY DISCLOSURE STATEMENT AND CERTIFICATION  
pursuant to N.J. S.A. 2A:44-143

Berkley Insurance Company, 475 Steamboat Road, Greenwich CT 06830,

surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety(ies) meets (meet) 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 Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2021**, which amounts have been certified by the Certified Public Accountant listed below:

KPMG, LLP, New York, New York

Surety Companies(y)	Capital and Surplus
Berkley Insurance Company	\$6,817,534,521

(3a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U. S. C. §9305, the underwriting limitation established therein on **July 1, 2022** is as follows:

Surety Companies(y)	Limitation
Berkley Insurance Company	\$570,758,000

(3b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the

United States Secretary of Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of **July 1, 2022** is as follows:

Surety Companies(y)	Limitation
Not Applicable	Not Applicable

4) The amount of the bond to which the statement and certification is attached is \$2,079,393.60

5) If by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:


<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993,c.243(C.17:51:B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

**CERTIFICATE**

I, Annette Audinot, as Attorney-in-Fact, for Berkley Insurance Company, a corporation domiciled in the State of Delaware, 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 made by me are false, this bond is VOIDABLE. Further, this form and my signature can be used in Facsimile for the purposes stated within this Surety Disclosure Statement and Certification.

  
\_\_\_\_\_  
Attorney-in-Fact  
Annette Audinot