

**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 ENGINEERING – PROFESSIONAL SERVICES AGREEMENT – TO PROVIDE CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR 2023 ROADWAY PROGRAM – PENNONI ASSOCIATES – AMOUNT NOT TO EXCEED \$275,340.00

WHEREAS, the County of Essex through Department of Public Works has a need for Construction Engineering Inspection Services for 2023 Roadway Program (the “Services”); and

WHEREAS, the Department of Public Works through the Office of Purchasing has publicly advertised for Request for Proposals (RFP) in a “Fair and Open” process in accord with New Jersey “Pay to Play” law, N.J.S.A. 19:44A-20.2 et. seq.:

WHEREAS, the County has received, from two (2) consulting firms written responses to the RFP; and

WHEREAS, the Department of Public Works in-house Evaluation Selection Committee recommends that a contract for the Services be awarded to Pennoni Associates., in the amount not to exceed \$285,720.00; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay such contract (which certification is attached hereto); and

WHEREAS, said contract was the result of a Publicly Advertised Fair & Open Process, (Request for Proposals) as Professional Services in accordance with N.J.S.A. 40A: 11-5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. on condition that a resolution authorizing the contract for Professional Services and the contract itself be made available for public inspection; and

WHEREAS, the Board of County Commissioners is empowered by N.J.S.A. 40: 41A-38(n) to approve, by resolution, contracts presented by the County Executive; now, therefore, be it.

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

1. That the award of a contract for the Services at a cost not to exceed \$275,340.00 to Pennoni Associates. a copy of which is annexed hereto in accordance with the recommendation of the County's of Department of Public Works be and hereby is approved, in accordance with the provisions of Law.
2. That the contract is awarded as a contract for "Professional Services" in accordance with N.J.S.A. 11-5(1)(a)
3. That notice of this contract award be published by the Clerk of the Board of County Commissioners in accordance with the provision of N.J.S.A. 40A: 11-5(1)
4. That the Clerk of the Board of County Commissioners forward two (2) certified copies of this Resolution & Contract to the Office of Purchasing and one (1) to the Department of Public Works.

Approved as to form and legality _____ Date _____

ESSEX COUNTY COUNSEL

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

Pennoni Associates
3/6/2023

**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 23, 2023

INTRODUCTION AND OVERVIEW:

TITLE: Construction Engineering Inspection Services / 2023 Roadway Program.

SOLICITATION NUMBER: 23-009

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

REQUESTING AGENCY: Department of Public Works / Engineering

ADVERTISEMENT DATE: January 17, 2023 **OPENING DATE:** February 3, 2023

POTENTIAL BIDDERS FROM: Advertisement: 0 Portal: 53 Purchasing: 0 Small Business: 0

BIDDERS(s) REJECTED: 0 **REASON:** N/A

NUMBER OF SUBMITTED PROPOSALS: 2

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

CONTRACT PERIOD: Twelve (12) months from award date by the Board of Commissioners.

MINORITY STATUS OF RECOMMENDED VENDOR:

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

VENDOR NAME	Accumulated Points	Cost Proposal:
Pennoni Associates (Philadelphia, PA.)	1125	\$275,340.00
Consulting Municipal Engineers	765	\$341,939.00

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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: **Pennoni Associates, Inc. 1900 Market Street (suite# 300), Philadelphia, PA. 19103.**

REASON FOR RECOMMENDATION:

The Essex County Department of Public Works has determined that this vendor has met the requirements of the advertised request for proposals and is the most advantageous proposer based on price & other factors to Provide Construction Engineering Inspection Services for the 2023 Various Roadway Program for the Essex County Department of Public Works as per specifications.

FISCAL IMPACT:

As stated on the attached recommendation letter from Public Works, funding will be from the NJDOT – Grant 2023 Annual Transportation, account# 02-213-22-290-003-001. The total cost of this contract shall not exceed: **\$275,340.00.**

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 N.J.S.A.40A:11-5 (1) (a) (i)

HISTORY:

To date, this vendor has been paid \$106,666.12 for other design engineering services that were approved 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) Political Contribution Disclosure Form
- 3) Business Registration Certificate
- 4) Affirmative Action Requirements & Documents
- 5) Recommendation letter & score sheet from the Department of Public Works
- 6) Aspirational Goal Acknowledgement Form
- 7) Certificate of Insurance

JNC: cmc

MEMORANDUM OF AGREEMENT
BETWEEN

VENDOR

NAME: Pennoni Associates, Inc.
ADDRESS: 1900 Market Street (suite #300)
Philadelphia, PA. 19103

COUNTY

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

RFP #: 23-009
DATE ADVERTISED: January 17, 2023
DATE RECEIVED: February 3, 2023
CONTRACT PERIOD: Twelve (12) months from award date by the Essex County Board of Commissioners
BASIS OF AWARD: Highest scored accumulated points based on price & other factors.
COMMODITY: To Provide Construction Engineering Inspection Services for the 2023
DESCRIPTION: Various Roadway Program as per specifications.

CONDITIONS:

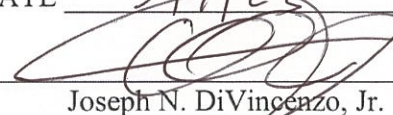
The award of this contract is subject to the approval of the Essex County Board of County Commissioners by resolution and such resolution will be prepared and presented to the Board at its regularly scheduled meeting. This contract becomes effective & binding upon adoption by resolution by the Essex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

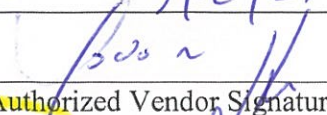
PAYMENT TERMS:

CONTRACT PERIOD: Twelve (12) months from award date
AWARDED ITEMS: All tasks outlined in the request for proposals #23-009
AMOUNT NOT TO EXCEED: \$275,340.00 (total proposal price)
MONTHLY PAYMENT: N/A
ANNUAL PAYMENT: N/A
TOTAL AWARD TO VENDOR **\$275,340.00 (total proposal price)**

ESSEX COUNTY

DATE 3/7/23

Joseph N. DiVincenzo, Jr.

VENDOR

DATE 3/12/23

Authorized Vendor Signature

ATTEST: _____
Deborah Davis Ford: Clerk of the Board

WITNESS: 



**COUNTY OF ESSEX
DEPARTMENT OF PUBLIC WORKS**

**DIVISION OF ENGINEERING
900 BLOOMFIELD AVENUE
VERONA, NEW JERSEY 07044-1393**

**(973) 226-8500
(973) 226-7469**

**JOSEPH N. DIVINCENZO, JR.
COUNTY EXECUTIVE**

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

**Luis E. Rodriguez
Assistant County Engineer**

MEMORANDUM

TO: JULIUS COLTRE, DIRECTOR
OFFICE OF PURCHASING

FROM: SANJEEV VARGHESE, P.E., P.P.
COUNTY ENGINEER

DATE: FEBRUARY 21, 2023

RE: CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR 2023
VARIOUS ROADWAY PROGRAM, RFP #23-009

*To: C Calvario
for Mon's a
project
JWC
2/25/23*

On February 3, 2023, the Office of Purchasing received two (2) technical proposals for the above referenced RFP- Construction Engineering Inspection Services, the proposals were submitted to the Office of the County Engineer to be reviewed and evaluated; a breakdown of the evaluation of proposals are summarized in the attached sheet.

It is the primary purpose of this contract to provide the Construction Engineering Inspection Services for 2023 Various Roadway Program; the proposal submitted by Pennoni Associates, Inc., contains a reasonable cost and reflects a systematic approach to the required construction engineering inspection services in accordance with the RFP for this contract; the Department of Public Works recommends that a contract be awarded with Pennoni Associates, Inc., in the amount not to exceed \$275,340.00.

This project will be funded by a NJDOT-Grant 2023 Annual Transportation, account number 02-213-22-290-003-001; any questions, please contact me.

RECEIVED
COUNTY OF ESSEX
OFFICE OF PURCHASING
2023 FEB 22 AM 10:54

SV/LER

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Attachments: Consultant Selection Results

Pc: Robert Masino, Supervising Administrative Analyst
Andres Gomez-Ortiz, ECDPW

Putting Essex County First

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

SUMMARY RATING AND PROPOSED FEE

CONSTRUCTION ENGINEERING INSPECTIN SERVICES FOR 2023 VARIOUS ROADWAY RESURFACING PROGRAM

RFP # 23-009

CONSULTANT TEAM	PW #1 (LER)	PW #2 (AG)	PW #3 0	POINTS FOR PROPOSED COST	ACCUMULATED POINTS	RANK POSITION	COST PROPOSAL
Pennoni Associates	380	355	330	60	1125	1	\$ 275,340.00
Consulting Municipal Engineers	265	230	270	0	765	2	\$ 341,939.00

PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023

HOLLEY FOR ASSEMBLY	02/01/18	600.00
BURLINGTON COUNTY LEADERSHIP LEAGUE, CPC	02/07/18	7,000.00
EVESHAM WOMEN FOR GOOD GOVERNMENT, CPC	02/07/18	7,000.00
CINNAMINSON REPUBLICAN CLUB, CPC	02/07/18	7,000.00
SALEM COUNTY REPUBLICAN ORGANIZATION	02/07/18	120.00
GT CHAIRMAN'S CLUB, CPC	02/27/18	3,000.00
FREEDOM PAC, CPC	02/27/18	1,000.00
COMMITTEE TO RE-ELECT WAYNE L. RICHARDSON	02/27/18	350.00
EFO TROY SINGLETON FOR NJ SENATE	02/27/18	1,000.00
EFO PATRICIA EGAN JONES FOR ASSEMBLY	02/27/18	350.00
FREEDOM PAC, CPC	03/01/18	1,000.00
EFO TROY SINGLETON FOR NJ SENATE	03/01/18	1,000.00
VICTORY 2018, JCC (GILL, RICHARDSON, SEBOLD, JOHNSON	03/06/18	4,000.00
LEBBY JONES, MERCADO, JANINE BAUER, LEONARD LUCIANO)		
TEAM IRVINGTON STRONG 2018, JCC	03/06/18	2,000.00
TED GREEN FOR MAYOR 2018	03/09/18	2,000.00
SPRINGFIELD REPUBLICAN CLUB, CPC	03/09/18	7,000.00
TEAM DAVIS 2018	03/09/18	1,000.00
EFO HERBERT C CONAWAY, MD	03/09/18	300.00
CRYAN FOR SENATE	03/09/18	250.00
COMMITTEE TO ELECT ARMSTEAD FOR MAYOR	03/20/18	1,400.00
CRYAN FOR SENATE	03/27/18	250.00
SHAVONDA SUMTER FOR ASSEMBLY	04/09/18	700.00
EFO JIM QUINN	04/09/18	2,000.00
GT ASSOCIATION OF FORMER DEMOCRATIC MAYORS CPC	04/09/18	5,100.00
ESSEX COUNTY DEMOCRATIC COMMITTEE, CPC	04/09/18	200.00
COMMITTEE TO ELECT CLEOPATRA TUCKER	04/09/18	1,000.00
MAPP FOR MAYOR	04/09/18	2,000.00
COMMITTEE TO RE-ELECT JOSEPH SCARPELLI	04/09/18	300.00
JOHN PALLONE FOR LONG BRANCH	04/09/18	300.00
MARIO VIEIRA FOR LONG BRANCH	04/09/18	300.00
MARY JANE CELLI FOR LONG BRANCH	04/09/18	300.00
EVESHAM REPUBLICAN CLUB, CPC	04/30/18	7,000.00
CITIZENS FOR MT. LAUREL, CPC	04/30/18	7,000.00
EFO MOEN FOR FREEHOLDER	04/30/18	850.00
GARWOOD FORWARD 2018	04/30/18	50.00
EFO SPENCER FOR MAYOR	04/30/18	600.00
FRIENDS OF FRANK FORMICA	04/30/18	1,000.00
NJCAA PAC (NJ CONCRETE AGGREGATE ASSOC), CPC	04/30/18	7,000.00
EFO KAUFMAN & NUNES FOR COUNCIL	04/30/18	3,000.00
FREEDOM PAC, CPC	04/30/18	1,000.00
PATERSON ACTION CAMPAIGN, CPC	05/01/18	300.00
EFO JIM QUINN	05/17/18	500.00
TEAM VENEZIA 2018, JCC	05/17/18	1,000.00
EFO KAUFMAN & NUNES FOR COUNCIL, JCC	05/17/18	600.00
TEAM ROTUNDO	05/17/18	1,000.00
EFO TIM WEIR	05/17/18	300.00
EFO GIBBS FOR FREEHOLDER	05/17/18	2,500.00
EFO GRASSO SPERRAZZA, JCC	05/17/18	500.00
EFO DAN O'CONNELL	05/17/18	300.00
ELECTION FUND OF BENJIE E. WIMBERLY	05/17/18	2,600.00

**PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023**

EFO JOE DERELLA (CF)	05/17/18	500.00
LEE & KIM FOR COUNCIL	05/17/18	1,000.00
TEDESCO FOR COUNSEL (CF)	05/17/18	300.00
EFO CURTIS EDWARDS	05/24/18	300.00
EFO ALBERT KELLY FOR MAYOR	05/24/18	300.00
RIVERTON REPUBLICAN CLUB, CPC	05/24/18	7,000.00
BURLINGTON CO. REPUBLICAN WOMEN, CPC	05/24/18	7,000.00
GENERAL MAJORITY PAC, CPC	05/24/18	5,000.00
EFO HUGHES FOR FREEHOLDER	05/24/18	2,500.00
BURZICHELLI FOR ASSEMBLY	05/24/18	500.00
DAMMINGER & CHILA FOR FREEHOLDER	05/24/18	1,500.00
EFO MIKE MORMANDO	05/24/18	300.00
FRIENDS OF COUNCIL GLORIA OH	05/31/18	150.00
G. MAKROULAKIS/B. CHOI FOR LEONA	05/31/18	200.00
TEAM ROTUNDO	05/31/18	1,500.00
LEE & KIM FOR COUNCIL	05/31/18	1,000.00
FRIENDS OF MIKE MANSDOERFER	06/07/18	2,500.00
LAURY & OSTRUM FOR FREEHOLDER	06/07/18	100.00
FRIENDS OF JIM BERTINO	06/07/18	1,000.00
EFO TROY SINGLETON SOR SENATE	06/07/18	600.00
EFO CONDA & SEGREST	06/07/18	300.00
EFO RODNEY GUISHARD, SR.	07/16/18	250.00
EFO KARA SPODOFORA	07/16/18	250.00
PEMBERTON TWP REPUBLICAN CLUB, CPC	07/16/18	7,000.00
EFO JIM BEACH FOR SENATE	07/26/18	1,000.00
FREEDOM PAC, CPC	07/26/18	1,000.00
NJ CITIZENS FOR CONSERVATISM, CPC	07/26/18	600.00
EFO JIM TYLER	07/26/18	2,500.00
EFO GOP FREEHOLDERS, JCC	07/26/18	5,000.00
EFO DOUG RAINEAR	07/26/18	1,500.00
COMMITTEE TO ELECT BROWNE AND MELLOR	07/26/18	600.00
B.D.C.C. (Bogota Democratic Campaign Com) JCC	08/06/18	300.00
ESSEX CO. DEMOCRATIC COMMITTEE 2018, CPC	08/09/18	500.00
CANTRELL & KOSTER FOR PEMBERTON TWP. COUNCIL, JCC	08/28/18	5,000.00
EFO GOP 8TH DISTRICT ASSEMBLY	08/28/18	5,000.00
DAMMINGER & LAVENDER FOR FREEHOLDER	08/28/18	4,400.00
EFO ADDIEGO FOR SENATE	08/28/18	2,500.00
GLOUCESTER TWP. CITIZENS FOR GOVT REFORM, CPC	08/28/18	3,000.00
JACK TOMPKINS FOR MAYOR	08/28/18	2,500.00
SHADMAN FOR PEMBERTON TWP. COUNCIL	08/28/18	2,500.00
VERTRESSE for 2021	08/28/18	500.00
EFO PATRICIA EGAN JONES FOR ASSEMBLY	09/18/18	500.00
EFO DOUG RAINEAR	09/18/18	1,000.00
FREEDOM PAC, CPC	09/18/18	2,000.00
EFO SPENCER, BERGLUND, JOHNSON & BAUS	09/18/18	300.00
BERLIN FIRST JCC	09/28/18	2,000.00
EFO HATCHER-WEAVER-FREY	10/04/18	2,000.00
EFO JOE DERELLA	10/04/18	2,000.00
EFO MANNY DELGADO	10/04/18	300.00
LAURY & OSTRUM FOR FREEHOLDER	10/04/18	300.00
EFO SHIN ANGULO FOR FREEHOLDER	10/04/18	2,000.00
TED GREEN FOR MAYOR	10/04/18	100.00

PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023

EFO ZEULI HACKMAN LEVENSON, JCC	10/10/18	1,000.00
KEN DENNIS FOR TWP. COMMITTEE	10/10/18	500.00
EFO JIM QUINN (FREEHOLDER)	10/10/18	2,000.00
COMMITTEE TO ELECT DENNIS SHIM	10/16/18	125.00
COMMITTEE TO ELECT LAUREN LARKIN	10/16/18	125.00
COMMITTEE TO ELECT RAY PENABAD	10/16/18	125.00
VICTORY 2018	10/16/18	600.00
HOLLEY FOR ASSEMBLY	10/16/18	300.00
EFO ZEULI HACKMAN LEVENSON, JCC	10/16/18	6,500.00
COMMITTEE TO ELECT YAMPAGLIA, MASSA, & PAPILE	10/16/18	150.00
EFO MELANDER AND MEADES	10/16/18	5,000.00
EFO BROZOSKY FOR NORTHFIELD COUNCIL	10/16/18	250.00
EFO MADDEN FOR NORTHFIELD COUNCIL	10/16/18	250.00
COMMITTEE TO ELECT GARGANO, JOHNSON, & MANGANELLO	10/16/18	350.00
LINDEN CITY DEMOCRATIC CLUB, CPC	10/16/18	500.00
VICTORY 2018 (EFO MIRABELLA, STATEN, MOUDED & WILLIAMS)	10/24/18	300.00
CTE BRITNEE TIMBERLAKE	10/24/18	500.00
EFO PAT POMERANZ FOR MAYOR	10/26/18	275.00
EFO ANTHONY OGOZALEK	10/26/18	275.00
EFO SHANNON STANUIKYNAS	10/26/18	275.00
EFO VIRGINIA PAREJO	10/26/18	300.00
EFO TORRES FOR COUNCIL	10/26/18	300.00
GT CHAIRMAN'S CLUB, CPC	10/26/18	3,000.00
EFO DAN O'CONNELL	10/26/18	300.00
EFO MIKE MORMANDO	10/26/18	300.00
FRIENDS OF MIKE MANSDOERFER	10/29/18	2,500.00
FRIENDS OF JIM CONWAY	10/29/18	2,500.00
BARRY CONAWAY FOR MAYOR	10/29/18	2,500.00
COMMITTEE TO ELECT CLEOPATRA TUCKER	10/29/18	500.00
JOSEPH N. DIVINCENZO JR. FOR ESSEX	10/29/18	300.00
G. MAKROULAKIS/B. CHOI FOR LEONA	10/29/18	200.00
ROBERT ROBBINS FOR BOGOTA TWP COUNCIL	10/29/18	300.00
CONSUELO CARPENTER-BOGOTA TWP COUNCIL	10/29/18	300.00
ENGLEWOOD CLIFFS TSABARI	10/29/18	150.00
VICTORY 2018 (EFO MIRABELLA, STATEN, MOUDED & WILLIAMS)	11/01/18	300.00
ENGLEWOOD CLIFFS TOWN SONG FOR COUNCIL	11/01/18	150.00
CHRIS CHUNG FOR MAYOR	11/01/18	500.00
QUILLIA TALMADGE FOR EAST ORANGE COUNCIL	11/01/18	300.00
UNION COUNTY REP. COMMITTEE, JCC	11/01/18	250.00
AMADY FOR COUNCIL	11/01/18	500.00
MATHIEU FOR COUNCIL	11/01/18	250.00
PETROSKY FOR COUNCIL	11/01/18	250.00
SIGNORELLO FOR OFFICE	11/01/18	250.00
CHRIS TULLY FOR ASSEMBLY	11/08/18	500.00
G. MAKROULAKIS/B. CHOI FOR LEONA	12/14/18	200.00
FRIENDS TO ELECT NICK WILLIAMS	12/14/18	900.00
FRIENDS TO ELECT DR. BRANTLEY	12/14/18	900.00
PINE HILL DEMOCRATIC COMMITTEE, JOINT CANDIDATES COMM.	12/14/18	295.00
MAPLE SHADE FIRST, CPC	12/14/18	7,200.00
SOUTH JERSEY ASIAN ALLIANCE, CPC	12/14/18	7,200.00
EFO SENATOR NILSA CRUZ-PEREZ	12/14/18	750.00
VERTREESE 2021	12/14/18	500.00

PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023

AMATORIO FOR MAYOR	12/14/18	300.00
FRIENDS OF COUNCIL GLORIA OH	12/14/18	500.00
EFO DARLENE BARBER, FREEHOLDER	01/10/19	1,000.00
EFO HOPSON FOR FREEHOLDER	01/10/19	2,600.00
EFO SCHWARTZ FOR COUNTY CLERK	01/10/19	2,600.00
EFO KAUFFMAN & NUNES FOR COUNSEL	01/10/19	5,200.00
GENERAL MAJORITY PAC, CPC	01/17/19	5,000.00
NEW LEADERSHIP COUNCIL OF NEW JERSEY, CPC	01/25/19	3,000.00
HOLLEY FOR ASSEMBLY	01/31/19	500.00
COMMITTEE TO ELECT CTE TOM GROSSE	02/07/19	300.00
COMMITTEE TO ELECT JOHN BACCHIONE	02/07/19	300.00
CRYAN FOR SENATE	02/07/19	1,000.00
EFO O'CONNELL FOR FREEHOLDER	02/07/19	2,600.00
EFO SINGH FOR FREEHOLDER	02/07/19	2,600.00
EFO PULLION FOR FREEHOLDER	02/07/19	2,600.00
GLOUCESTER TWP. CITIZENS FOR GOVT REFORM, CPC	02/14/19	3,000.00
SWEENEY FOR SENATE	02/14/19	2,600.00
RIDGEFIELD DEMOCRATIC VICTORY, JCC	02/21/19	300.00
EFO KAREEM PRITCHETT	02/21/19	300.00
EFO STEPHEN STEGLIK	02/21/19	300.00
CAROL MURPHY FOR ASSEMBLY	02/21/19	300.00
HERB CONAWAY, MD FOR ASSEMBLY	02/28/19	2,300.00
EFO WILLIAM SPEARMAN FOR ASSEMBLY	03/07/19	350.00
LINDA CARTER FOR ASSEMBLY	03/07/19	600.00
VICTORY 2020 (GILL, RICHARDSON, SEBOLD, JOHNSON, JONES MERCADO, COOPER, LUCIANNIO, POMARES) JCC	03/07/19	600.00
EFO MCDONNELL FOR FREEHOLDER	03/07/19	2,600.00
BRENT, CLAYBROOKS, GOMEZ, LEWIS, PULLINS & GARRETT JCC	03/13/19	4,500.00
JAMES HOGAN FOR CLERK	03/14/19	200.00
JOSEPH PETROSKY FOR COUNCIL	03/14/19	500.00
LINDEN VICTORY 2018 (JAVICK, BLAINE, CALDWELL & STRANO)	03/14/19	1,000.00
MAPLE SHADE CITIZENS FOR GOOD GOVT., CPC	03/14/19	7,200.00
GENERAL MAJORITY PAC, CPC	03/14/19	2,200.00
CLAYBROOKS FOR CITY COUNCIL	03/21/19	150.00
COMMITTEE TO ELECT CLEOPATRA TUCKER	03/21/19	1,000.00
VIN GOPAL FOR SENATE	03/28/19	1,800.00
SOUTH JERSEY ASIAN ALLIANCE, CPC	03/28/19	7,200.00
PROSPERITY PAC, CPC	03/28/19	1,500.00
MAPLE SHADE FIRST, CPC	03/28/19	7,200.00
FREEDOM PAC, CPC	03/28/19	500.00
GT ASSOCIATION OF FORMER DEMOCRATIC MAYORS CPC	03/28/19	5,100.00
VENEZIA FOR MAYOR	03/28/19	1,000.00
CYRAN FOR SENATE	04/04/19	500.00
BRENT, CLAYBROOKS, GOMEZ, LEWIS, PULLINS & GARRETT JCC	04/04/19	3,000.00
EFO GABRIELA MOSQUERA FOR ASSEMBLY	04/04/19	500.00
GOODE FOR COUNCIL	04/04/19	900.00
ESSEX COUNTY DEMOCRATIC COMMITTEE, CPC	04/04/19	400.00
EFO CHRIS JENNINGS (COUNTY FREEHOLDER)	04/11/19	2,000.00
EFO DARVIS HOLLEY	05/17/19	1,000.00
EFO JACKIE JENNINGS	05/17/19	1,000.00
EFO CHRIS JENNINGS (COUNTY FREEHOLDER)	05/17/19	600.00
EFO CELESTE RILEY (COUNTY CLERK)	05/17/19	600.00

**PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION**

1/30/2018 - 1/30/2023

EFO DARVIS HOLLEY	05/17/19	1,600.00
EFO JACKIE JENNINGS	05/17/19	1,600.00
EFO CARTER, O'CONNER, MERINUK	05/17/19	1,000.00
EFO RIPA FOR CLERK (COUNTY CLERK)	05/17/19	2,550.00
EFO TORRES FOR COUNCIL	05/17/19	300.00
EFO BOUCHER FOR COUNCIL	05/17/19	300.00
EFO CARSTERPHEN FOR COUNCIL	05/17/19	300.00
EFO EGAN FOR GALLOWAY COUNCIL	05/28/19	300.00
EFO WALEAD ABDRABOUH FOR COUNCIL	05/28/19	300.00
EFO JOHN O'KANE FOR GALLOWAY COUNCIL	05/28/19	300.00
EFO MERCADO, TROTTO, MIGNONE & STUBBS	05/28/19	3,000.00
EFO VEASEY COOPER & HANSEN	05/28/19	300.00
COMMITTEE TO RE-ELECT CORY STORCH	05/28/19	2,000.00
DIMARCO AND CHRISTY FOR FREEHOLDER	05/28/19	1,500.00
EFO ROBERT WELCH	06/06/19	1,000.00
SHAVONDA SUMTER FOR ASSEMBLY	06/06/19	1,000.00
BOSCH AND MICHAELS FOR TENAFLY COUNCIL	06/06/19	2,000.00
BIRKNER & FALOTICO ASSEMBLY	06/06/19	600.00
PROSPERITY PAC, CPC	06/06/19	600.00
EFO CELESTE RILEY (COUNTY CLERK)	07/03/19	1,200.00
EDO LINDA HYNES FOR FREEHOLDER	07/03/19	2,600.00
EFO HERB CONAWAY, MD (ASSEMBLY)	07/03/19	2,600.00
EFO DAN O'CONNELL (FOR COMMISSIONER)	07/03/19	2,600.00
VICTORY 2020 (GILL, RICHARDSON, SEBOLD, JOHNSON, JONES	07/18/19	2,000.00
MERCADO, COOPER, LUCIANO, POMARES (9)		
CAROL MURPHY FOR ASSEMBLY	07/25/19	500.00
DIMARCO AND CHRISTY FOR COMMISSIONER	07/25/19	4,400.00
COMMITTEE TO ELECT FITZPATRICK & DOVEY	07/25/19	600.00
EFO CAROL MURPHY FOR ASSEMBLY	08/13/19	300.00
EFO WEAVER-HIGGINS	08/13/19	2,000.00
EFO BURLINGTON CITY COUNCIL (BABUA, HOLLINGSWORTH &		
WOODARD CITY OF BURLINGTON COUNCIL 2019) JCC (3)	08/13/19	1,000.00
EFO BARRY CONAWAY	08/13/19	1,000.00
BUILDERS POLITICAL ACTION COMMITTEE CPC	08/16/19	450.00
CTE CARMEN AMATO	08/16/19	300.00
CTE JOHN BACCHIONE	08/16/19	300.00
PROSPERITY PAC, CPC	08/16/19	1,000.00
EFO CHRIS JENNINGS (COUNTY FREEHOLDER)	09/05/19	1,500.00
EFO DEPTFORD SCHOOL BOARD 2019	09/05/19	600.00
BUILDERS POLITICAL ACTION COMMITTEE CPC	09/05/19	500.00
EFO ANTHONY BASANTIS FOR SHERIFF	09/05/19	2,600.00
EFO DARLENE BARBER, FREEHOLDER	09/05/19	2,000.00
BERLIN FIRST CAMPAIGN 2019 (MILLER, PEARCE & SIMONE) JCC	09/10/19	2,000.00
AMATORIO FOR MAYOR	09/19/19	300.00
EFO CAROL MURPHY FOR ASSEMBLY	09/19/19	1,500.00
EFO LaPLACA & NATALE FOR ASSEMBLY	09/19/19	4,700.00
EFO MERCADO, TROTTO, MIGNONE & STUBBS	09/19/19	3,000.00
GADALETA HAYES LUNGREN FOR WCL (JCC)	09/19/19	500.00
EFO CHRIS JENNINGS (COUNTY FREEHOLDER)	09/26/19	500.00
BABULA HOLLINGSWORTH & LAWLER-CNCI	09/26/19	2,000.00
CHAVEZ, CRUZ, SOLOMOV BOGATAS PC	09/26/19	900.00
GOOD GOVERNMENT PAC, CPC	09/26/19	2,000.00

PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023

EFO CELESTE RILEY (COUNTY CLERK)	09/26/19	1,300.00
EFO DARLENE BARBER, FREEHOLDER	09/26/19	500.00
LEWIS-GALLAGHER, SIMPLER, D'ANDREA FOR BOE	10/03/19	5,000.00
PILE, ANDERSON-PERSON, RICE FOR OUR CHILDREN (JCC)	10/03/19	900.00
EFO CHRIS JENNINGS (COUNTY FREEHOLDER)	10/03/19	600.00
EFO CARTER, O'CONNER, MERINUK (JCC)	10/03/19	1,000.00
EFO GABRIELA MOSQUERA FOR ASSEMBLY	10/03/19	500.00
EFO WILLIAM SPEARMAN FOR ASSEMBLY	10/03/19	500.00
EFO KANE FOR FREEHOLDER	10/03/19	1,000.00
GLOUCESTER TWP. CHAIRMANS CLUB, CPC	10/10/19	3,000.00
BURZICHELLI FOR ASSEMBLY	10/10/19	1,000.00
EFO STEVE MIKULSKI	10/10/19	300.00
EFO KRISTA FITZSIMMONS	10/10/19	300.00
EFO RODRIGUEZ FOR FREEHOLDER	10/10/19	1,000.00
EFO TOM LYON	10/10/19	300.00
EFO STEPHANIE KRAVIL	10/10/19	500.00
PROSPERITY PAC, CPC	10/10/19	4,000.00
FRIENDS OF KRISTIN (JANUSESKI)	10/10/19	2,500.00
FRIENDS OF ZINNA FOR TENFLY MAYOR	10/10/19	2,000.00
EFO MICHAEL NOCENTINO - WOOLWICH PROGRESS	10/10/19	100.00
VICTORY 2020 (GILL, RICHARDSON, SEBOLD, JOHNSON, JONES MERCADO, COOPER, LUCIANNO, POMARES) JCC	10/10/19	600.00
Green Team 19 (BRENT, CLAYBROOKS, GOMEZ, LEWIS, PULLINS & GARRETT)	10/28/19	300.00
EFO BURLINGTON CITY COUNCIL (BABUA, HOLLINGSWORTH & WOODARD)	10/28/19	2,000.00
DEMOCRATS FOR GLOUCESTER CITY (Baile, Hutchinson, Keating)	10/28/19	900.00
Team Venezia 2019 (Davis, Gamble, Rockwell)	10/28/19	1,000.00
EFO JOHN WILLIAMS AND ADAM WINGATE	11/07/19	5,200.00
DOVER FOR EVERYONE, JCC (Dodd, Sostre, McCort, Visioli, Lopez)	11/07/19	2,000.00
COMMITTEE TO ELECT MATTHEW MOENCH	11/07/19	1,000.00
COMMITTEE TO ELECT WALSH AND PARENTI	11/07/19	750.00
COMMITTEE TO ELECT AVERSA, LUCIANO, CHAN, JCC (3)	11/07/19	750.00
FRIENDS OF ERNEST LYDELL CARTER	11/07/19	250.00
CITY OF BURLINGTON COUNCIL 2019 (Babula, Hollingsworth Woodw)	11/07/19	1,000.00
LINDEN VICTORY 2019 (Javick, Strano, Caldwell, Blaine, JCC) (4)	11/07/19	2,000.00
EFO VEASEY COOPER & HANSEN	12/06/19	300.00
VERTREESE 2021	12/06/19	500.00
EFO CAROL MUSSO (CF)	12/30/19	1,500.00
SIMONS, BARNES & JEFFERSON	01/16/20	2,000.00
COMMITTEE TO ELECT MATTHEW MOENCH	01/16/20	300.00
EFO CAROL MUSSO FOR FREEHOLDER	01/16/20	1,500.00
EFO GENTEK-MAYER FOR SURROGATE	01/16/20	1,500.00
EFO YOUNG FOR FREEHOLDER	01/16/20	1,500.00
MAPLE SHADE CITIZENS FOR GOOD GOVT., CPC	01/17/20	7,200.00
GLOUCESTER TWP. CITIZENS FOR GOVT REFORM, CPC	01/30/20	3,000.00
MAPLE SHADE FIRST, CPC	01/30/20	7,200.00
EFO GEORGE CASTELLINI	01/30/20	2,000.00
EFO ROBERT AUSTINO (Sheriff)	02/11/20	2,000.00
EAST BERGEN FIRST, CPC	02/11/20	3,000.00
GOOD GOVERNMENT PAC, CPC	02/11/20	7,200.00
MURPHY FOR ASSEMBLY	02/11/20	1,000.00
EFO GABRIELA MOSQUERA FOR ASSEMBLY	02/11/20	350.00

**PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION**

1/30/2018 - 1/30/2023

ESSEX COUNTY VICTORY 2020, JCC	02/11/20	600.00
TEAM IRVINGTON STRONG 2020, JCC (Evans, Beasley, Cox & Vick)	02/11/20	600.00
FRIENDS OF NICK WILLIAMS	02/27/20	300.00
FRIENDS OF DR. BRANTLEY	02/27/20	300.00
MOVE NJ FORWARD, CPC	02/28/20	600.00
LINDEN VICTORY 2020	03/02/20	900.00
PULLENS FOR CITY COUNSEL	03/02/20	2,500.00
FRIENDS OF DWAYNE D. WARREN, ESQ.	03/03/20	2,500.00
MOVING TEANECK FORWARD, JCC	03/05/20	900.00
COMMITTEE TO ELECT JOE SCARPELLI	04/16/20	300.00
EFO BRUCE COOPER FOR COUNCIL	05/28/20	1,500.00
ESSEX COUNTY VICTORY 2020, JCC	05/28/20	3,000.00
MARTE & PASCUAL FOR COUNCIL	05/28/20	300.00
SIMONS, BARNES & JEFFERSON FOR FREEHOLDER	05/28/20	1,500.00
HOCKADAY MCRAE FOR COUNCIL	05/29/20	5,000.00
EFO CAPPELLI FOR FREEHOLDER	05/29/20	2,500.00
VENEZIA FOR MAYOR	06/11/20	1,000.00
EFO VOLPE, WEIST, SCHMIDT, JCC	06/17/20	2,500.00
EFO BRANDAN GILL (County Freeholder)	06/17/20	500.00
EFO JOE DERELLA, CF	06/22/20	2,000.00
EFO GARY CATRAMBONE FOR MAYOR	06/29/20	300.00
EFO LYNN JENEY FOR COUNCIL 2020	06/29/20	300.00
ESSEX COUNTY VICTORY 2020, JCC	07/16/20	2,000.00
EFO PULLION FOR FREEHOLDER	07/30/20	2,600.00
COMMITTEE TO ELECT PHILIP JENKINS	07/30/20	600.00
EFO BRODERICK GARBOWSKI MCKINNEY, JCC	08/13/20	7,500.00
GENERAL MAJORITY PAC, CPC	08/13/20	2,500.00
EFO ROBERT AUSTINO (Sheriff)	08/20/20	2,500.00
EFO CAROL MUSSO (CF)	08/20/20	2,500.00
EFO CAROL MURPHY FOR ASSEMBLY	08/20/20	1,000.00
EFO GEORGE CASTELLINI (CF)	08/20/20	2,500.00
PAUL MORIARTY FOR ASSEMBLY	08/20/20	500.00
SIMMONS BARNES & JEFFERSON, JCC	8/27/20	4,400.00
SINGH FOR FREEHOLDER	08/27/20	2,600.00
EFO FREEMAN & ESPINOZA, JCC	08/27/20	1,000.00
D'ORAZIO FOR MAYOR	09/03/20	500.00
GLOUCESTER TWP. CITIZENS FOR GOVT REFORM, CPC	09/03/20	3,000.00
VAN DOREN FOR FREEHOLDER	09/10/20	200.00
BONNATI, HOPKINS, WILLIAMS, FULLER-WILLIAMS, STARK, JCC	09/11/20	1,200.00
MONROE TAXPAYERS FIRST, CPC	09/17/20	2,000.00
ANTHONY CURETON FOR SHERIFF	09/17/20	300.00
MICHAEL SIGNORILE (COUNCIL OR MUNICIPAL OFFICE)	09/17/20	300.00
MOUNT LAUREL DEMOCRATS, JCC (Cohen, Moustakas, Janjua)	09/17/20	1,000.00
TEAM VENEZIA 2020, JCC (Cruz, Joanow, Mundall)	09/17/20	1,000.00
GT ASSOCIATION OF FORMER DEMOCRATIC MAYORS CPC	09/22/20	5,100.00
COMMITTEE TO ELECT MAILLS & RAMSEY, JCC	09/22/20	150.00
ACW FOR PLAINFIELD BOE, JCC	09/22/20	1,500.00
ZUPPA FOR COUNCIL	09/28/20	300.00
PUTTING OUR CHILDREN FIRST, JCC	09/28/20	1,000.00
EFO GENTEK-MAYER FOR SURROGATE	09/30/20	1,000.00
EFO CAPELLI FOR FREEHOLDER	09/30/20	1,000.00
EFO YOUNG FOR FREEHOLDER	09/30/20	1,000.00

**PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION**

1/30/2018 - 1/30/2023

BADOLATO HOHING CUMMINGS MILLER BERLIN FIRST 2020, JCC (09/30/20	3,000.00
EFO VOLPE, WEIST & SCHMIDT, JCC	09/30/20	4,500.00
TEAM FANUCCI, JCC (6)	09/30/20	1,500.00
MARCH & RIVERA FOR EHT COMMITTEE, JCC	09/30/20	1,000.00
DEPTFORD BOE 2020, JCC (3)	09/30/20	900.00
ESSEX COUNTY VICTORY 2020, JCC	09/30/20	2,000.00
LUCIANO FOR FREEHOLDER	09/30/20	500.00
COMMITTEE TO ELECT JULIE DELAURENTIS	09/30/20	2,600.00
FRIENDS OF JIM DWYER	10/01/20	1,000.00
FRIENDS OF MARK MILLER	10/01/20	1,000.00
MAPP FOR MAYOR	10/09/20	600.00
EFO BRENNAN GILL	10/07/20	500.00
ESSEX COUNTY VICTORY 2020, JCC	10/07/20	2,000.00
COMMITTEE TO ELECT ERICKSON & TOMSON, JCC	10/12/20	1,500.00
FORWARD BERGENFIELD, CPC	10/14/20	1,500.00
EFO HIGGINS & KIMBLE, JCC	10/15/20	2,000.00
EFO POMERANZ, KELLY & JOYCE, JCC	10/15/20	900.00
EFO SPEARMAN FOR ASSEMBLY	10/23/20	500.00
EDISON FIRST, JCC	10/23/20	900.00
EFO SICKEL, MILLER, MILLER, MOORE JCC	10/26/20	5,000.00
SCUTARI FOR SENATE	10/27/20	300.00
LOU GREENWALD FOR ASSEMBLY	11/06/20	500.00
EFO PINE HILL DEMOCRATS, JCC (Corry, Jaxel)	11/25/20	295.00
EFO GABRIELA MOSQUERA FOR ASSEMBLY	12/02/20	500.00
EFO BILL MOEN FOR ASSEMBLY	12/07/20	300.00
EFO JIM QUINN	12/17/20	500.00
EFO BRUCE COOPER	12/22/20	500.00
EFO JOE DERELLA, COUNTY COMMISSIONER	01/06/21	600.00
EFO JOE PEPITONE	01/08/21	500.00
EFO WILSON FOR SHERIFF	01/13/21	2,500.00
EFO NASH FOR COMMISSIONER	01/13/21	2,500.00
EFO HERB CONAWAY, MD (ASSEMBLY)	01/28/21	2,600.00
EFO DAN O'CONNELL FOR COMMISSIONER	01/28/21	2,600.00
DAMMINGER & DICARLO FOR COMMISSIONER	02/16/21	2,000.00
GENERAL MAJORITY PAC, CPC	02/16/21	2,500.00
GOOD GOVERNMENT PAC, CPC	02/16/21	7,200.00
EFO NILSA CRUZ-PEREZ (STATE SENATE)	03/09/21	500.00
EFO NAT ANDERSON	03/09/21	2,500.00
EFO STACEY WELCH 4 COUNCIL	03/09/21	300.00
GLOUCESTER TWP. CITIZENS FOR GOVERNMENT REFORM, CPC	03/15/21	3,000.00
ALLIANCE FOR A BETTER HAMMONTON, PAC	03/15/21	4,000.00
EFO TOM MCCANN	03/22/21	300.00
EFO SPARSHIL PATEL	03/22/21	300.00
EFO SHANNON PENG	03/22/21	300.00
EFO MAHESH BHAGIA	03/22/21	300.00
EFO PRISCILLA OCASIO-JIMENEZ	03/22/21	2,000.00
ESSEX COUNTY VICTORY 2023, JCC	03/24/21	3,000.00
EFO SPEARMAN FOR ASSEMBLY	03/30/21	500.00
COMMITTEE TO ELECT MATTHEW MOENCH	04/05/21	500.00
EFO BRUCE COOPER	04/05/21	750.00
EFO JOE PEPITONE	04/05/21	750.00
EFO JIM QUINN	04/05/21	750.00

PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023

EFO JIM BEACH FOR SENATE	04/16/21	750.00
LD1 at a Time, JCC (Garcia-Balicki, Capizola, Wilson)	04/22/21	1,500.00
BURZICHELLI FOR ASSEMBLY	04/22/21	500.00
WELCH 4 COUNCIL (STACEY WELCH)	04/23/21	2,000.00
TEAM VENEZIA 2022 (JCC 3)	04/23/21	1,000.00
EFO LAMONICA McIVER	04/30/21	1,050.00
COMMITTEE TO ELECT RAS BARAKA	05/03/21	2,500.00
FUENTES FOR COUNCIL	05/03/21	300.00
DAVIS FOR COUNCIL	05/03/21	300.00
VIC CARSTARPHEN FOR MAYOR	05/03/21	300.00
SORIA-PEREZ FOR COUNCIL	05/05/21	300.00
NORGALIS FOR BRIDGEWATER COUNCIL	05/05/21	500.00
KURDYLA FOR BRIDGEWATER COUNCIL	05/05/21	500.00
CAROL MURPHY FOR ASSEMBLY	05/05/21	600.00
PEDROSO FOR BRIDGEWATER COUNCIL	05/10/21	500.00
DEPTFORD DEMOCRATIC TEAM, JCC (4)	05/10/21	1,200.00
VERTREESE 2021 (General)	05/11/21	500.00
PROSPERITY PAC, CPC	05/11/21	2,500.00
VINCE POLISTINA FOR SENATE	05/11/21	500.00
CTE ARMSTEAD (FOR MAYOR)	05/11/21	1,000.00
EFO MAYER WINTERS GRACE & HUTCHINSON, JCC	05/14/21	3,000.00
CTE LIPANI, COHEN, JCC	05/15/21	5,000.00
EFO PRISCILLA OCASIO-JIMENEZ	05/20/21	600.00
EFO MAURICE ALFARO, SR.	05/20/21	2,500.00
EFO LISA SALEM	05/20/21	2,500.00
EFO MOHIN PATEL	05/20/21	1,500.00
MONROE TAXPAYERS FIRST, CPC	05/27/21	7,200.00
EFO PISARCIK FLEMING HAGERTY, JCC	05/27/21	3,000.00
FORWARD BERGENFIELD, CPC	05/27/21	1,000.00
EFO MARK NATALE FOR ASSEMBLY	05/27/21	1,000.00
MERCHANTVILLE 21 COMMITTEE, JCC	06/01/21	2,600.00
AMERICAN DEMOCRATIC MAJORITY, CPC	06/01/21	7,200.00
CITY DEMOCRATS 2021 (CHACHIS, HATALA, ROQUE & SMITH), JCC	06/08/21	2,000.00
EFO KUAN BOWLEG	06/08/21	1,000.00
HOLT FOR COMMISSIONER	06/08/21	925.00
GREEN TEAM 21 (6), JCC	06/08/21	2,500.00
EFO BERGLUND, JOHNSON, BAUS, JCC	06/08/21	1,800.00
STEGLIK & PRITCHETT FOR MOUNT LAUREL	06/08/21	2,000.00
DAMMINGER & DICARLO FOR COMMISSIONER	06/08/21	1,500.00
HOLLY TEDESCO FOR COUNCIL	06/08/21	300.00
EFO KANE FOR COMMISSIONER	06/08/21	1,700.00
FRIENDS OF JIM & DONNA (JIM CONWAY/DONNA AROMANDO)	06/09/21	1,000.00
COMMITTEE TO ELECT LOUIS MANZO & MICHELLE POWELL	06/09/21	5,200.00
VICTORY 2023, JCC (GILL, SEBOLD, RICHARDSON, ETC.) (9)	06/17/21	2,000.00
EFO MARY CRAWFORD	06/21/21	300.00
EFO TROY SINGLETON	06/22/21	1,500.00
SWEENEY FOR SENATE	06/22/21	1,000.00
CTE LIPANI, COHEN, JCC	06/22/21	2,750.00
CTE ANIBAL RAMOS, JR.	07/01/21	500.00
EFO JOE DERELLA	07/01/21	1,500.00
EFO LOU GREENWALD FOR ASSEMBLY	07/01/21	500.00
NEW JERSEY GROWTH AND EQUITY PAC, CPC	07/01/21	1,000.00

**PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023**

TEDESCO FOR COUNTY EXECUTIVE 2022 (Jim)	07/01/21	300.00
BUILDERS POLITICAL ACTION COMMITTEE CPC	07/08/21	400.00
CTE BARTLETT & MCFADDEN	07/13/21	300.00
EFO JIM GORMAN	07/13/21	300.00
VERTREESE TEAM 2021, JCC	07/14/21	500.00
SWEENEY, BURZICHELLI & TALIAFERRO, JCC	07/26/21	2,600.00
EFO YOLANDA GARCIA BALICKI	07/27/21	1,500.00
CAROL MURPHY FOR ASSEMBLY	07/29/21	750.00
EFO MORELAND-GIOVANETTI	08/06/21	3,000.00
ASSOC. OF GLOUCESTER TWP FORMER DEMOCRATIC MAYORS,	08/06/21	5,100.00
FRIENDS OF JOE GIRALDO	08/10/21	1,000.00
EFO JOE DERELLA, CF	08/19/21	600.00
EFO PRISCILLA OCASIO-JIMENEZ	08/19/21	600.00
BURLINGTON CO. FEDERATION OF DEMOCRATIC WOMEN, CPC	08/19/21	500.00
DEPTFORD DEMOCRATIC TEAM 2021, JCC (4)	08/19/21	900.00
COMMITTEE TO ELECT GUISHARD AND MOORE, JCC	08/19/21	600.00
DAMMINGER & DICARLO FOR COMMISSIONER	08/19/21	2,200.00
MORINA FOR SHERIFF	08/19/21	2,200.00
STEGLIK & PRITCHETT FOR MOUNT LAUREL	08/19/21	2,500.00
TEAM BARBERIO, JCC (BARBERIO, NEGLIA, MUSELLA)	08/24/21	900.00
ADRIAN O. MAPP	08/24/21	2,500.00
FITZPATRICK FOR ASSEMBLY	08/27/21	300.00
EFO DYER FOR COMMISSIONER	08/27/21	2,000.00
EFO DAWN ADDIEGO FOR SENATE	08/31/21	2,000.00
NORGALIS, KURDYLA, PEDROSO, JCC	08/31/21	300.00
TEAM VENEZIA 2022, JCC	09/02/21	1,000.00
LIBERTY & FREEDOM PAC, CPC	09/07/21	2,600.00
TEAM IRVINGTON STRONG 2022, JCC	09/08/21	1,000.00
EFO TROY SINGLETON FOR SENATE	09/13/21	1,000.00
FRIENDS OF NICK WILLIAMS	09/16/21	300.00
EFO CONDA & SEGREST	09/16/21	1,000.00
MAPLE SHADE FIRST, CPC	09/16/21	5,000.00
EFO JOHN CAPIZOLA FOR ASSEMBLY	09/24/21	1,000.00
ESSEX COUNTY VICTORY 2023, JCC (9)	09/24/21	500.00
TEAM IRVINGTON STRONG, JCC	09/28/21	1,050.00
EFO NATE ANDERSON	09/29/21	2,500.00
CHACHIS, SMITH, HATALA & ROGUE, JCC	09/29/21	2,000.00
CTE LIPANI, COHEN, JCC	10/01/21	2,250.00
EFO JIM QUINN	10/01/21	1,000.00
EFO BRUCE COOPER	10/01/21	1,000.00
EFO JOE PEPITONE	10/01/21	1,000.00
EFO KUAN BOWLEG	10/04/21	1,000.00
EFO IVELISE PEREZ	10/04/21	1,000.00
EFO JOE DERELLA	10/05/21	500.00
EFO PRISCILLA OCASO-JIMINEZ	10/05/21	2,000.00
EFO MORALES SPERRAZZA, JCC	10/07/21	3,600.00
EFO MAYER, WINTER, GRACE & HUTCHINSON, JCC	10/07/21	3,000.00
MADDEN FOR SENATE	10/15/21	500.00
CHRIS TULLY FOR ASSEMBLY	10/15/21	1,000.00
EFO PISARCIK, HARWELL, FLEMING, HAGERTY, JCC	10/19/21	3,000.00
MICHAEL MENCHE FOR MAYOR	10/21/21	300.00
TED GREEN FOR MAYOR	10/27/21	1,000.00

PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023

NEW JERSEY GROWTH AND EQUITY PAC, CPC	10/28/21	1,000.00
PINE HILL DEMOCRATS, JCC (Robb & Knott)	11/01/21	295.00
DUCEY FOR MAYOR 2021	11/24/21	250.00
DEJONG FOR BRICK COUNCIL	11/30/21	250.00
AMBROSINO FOR BRICK COUNCIL	11/30/21	250.00
PONTONIERO FOR BRICK COUNCIL	11/30/21	250.00
CTE LIPANI, COHEN, JCC	12/03/21	200.00
PINE HILL DEMOCRATS, JCC (Robb & Knott)	12/29/21	300.00
EFO PISARCIK, HARWELL, FLEMING, HAGERTY, JCC	12/29/21	1,000.00
DIMARCO & CHRISTY FOR COUNTY COMMISSIONER, JCC	12/30/21	1,000.00
CTE MATTHEW MOENCH	01/14/22	500.00
CTE RICH FOR COMMISSIONER	01/25/22	1,000.00
EFO MCDONNELL FOR COMMISSIONER	01/25/22	1,500.00
EFO RODRIGUEZ FOR COMMISSIONER	01/25/22	1,500.00
GARDEN STATE MILLENNIALS, CPC	01/26/22	7,200.00
ELECT ARMSTEAD FOR MAYOR	02/03/22	2,000.00
MONROE TAXPAYERS FIRST, CPC	02/03/22	7,200.00
GLOUCESTER TWP CITIZENS FOR GOVERNMENT REFORM, CPC	02/03/22	7,200.00
EFO JACLYN VEASY FOR MAYOR	02/08/22	2,000.00
STEVE SWEENEY FOR SENATE	02/08/22	2,600.00
COMMITTEE TO RE-ELECT WAYNE L. RICHARDSON	02/08/22	300.00
CTE TROY SINGLETON	02/08/22	1,000.00
COMMITTEE TO RE-ELECT COMMISSIONERS KELLY & HAINES, JC	02/14/22	600.00
RE-ELECTION OF JOHN LANZA, HUNTERDON CO. COMMISSIONER	01/15/22	1,000.00
TEAM BARAKA, JCC (10)	02/15/22	1,000.00
JOSEPH N. DIVINCENZO, JR. FOR ESSEX CO.	02/15/22	900.00
Victory 2022, JCC (9)	02/15/22	600.00
CTE C. LAWRENCE CRUMP	02/23/22	1,000.00
CTE LOUISE SCOTT	02/23/22	1,000.00
CTE LOUISE WEBER	02/23/22	500.00
FRIENDS OF DUPRE KELLY	03/01/22	2,500.00
DR. MICHAEL RUSSO	03/02/22	300.00
VIN GOPAL FOR SENATE	03/03/22	1,000.00
CENTRAL NEW JERSEY WORKING FAMILIES, CPC	03/03/22	600.00
AMY GATTO FOR COMMISSIONER	03/03/22	1,000.00
EFO BILL MOEN FOR ASSEMBLY	03/08/22	350.00
GOOD GOVERNMENT PAC, CPC	03/08/22	7,200.00
EFO BRANDAN GILL (COUNTY COMMISSIONER)	03/08/22	500.00
TEAM ROVELL, JCC (3)	03/22/22	7,500.00
VERTREESE FOR MAYOR	04/04/22	600.00
AMERICAN DEMOCRATIC MAJORITY, CPC	04/07/22	5,000.00
GABRIELA MOSQUERA FOR ASSEMBLY	04/19/22	500.00
SHAVONDA SUMTER FOR ASSEMBLY	04/21/22	500.00
PROSPERITY PAC, CPC	04/25/22	3,000.00
EFO LOU GRENWALD FOR ASSEMBLY	04/25/22	500.00
EFO DILUCA, FALCONE, MERCADO & RIVELLO, JCC(4)	04/27/22	10,000.00
CTE ANIBAL RAMOS, JR.	05/05/22	300.00
MILLS RANSOME FOR COUNCIL	05/05/22	2,500.00
GRAHAM FOR COUNCIL	05/05/22	1,500.00
MAPP FOR MAYOR	05/05/22	2,500.00
EFO VEASY, COOPER & HANSEN	05/05/22	5,500.00
HOGAN FOR CLERK	05/06/22	2,400.00

PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023

DIMARCO & DICARLO (CHRISTY)	05/06/22	4,200.00
Linden Victory, JCC (5)	05/10/22	1,000.00
VICTORY 2023, JCC (GILL, COOPER, SEBOLD, RICHARDSON, ETC.) (6)	05/18/22	1,500.00
EFO MCDONNELL FOR COMMISSIONER	05/18/22	850.00
EFO RODRIQUEZ FOR COMMISSIONER	05/18/22	850.00
EFO STEPHANIE KRAVIL	05/18/22	1,500.00
RUBEN RAMOS FOR COUNCIL	05/20/22	300.00
LUCIANO FOR FREEHOLDER	05/25/22	300.00
FORWARD BERGENFIELD, CPC	06/01/22	2,500.00
BRICK PROGRESS, CPC	06/01/22	1,000.00
COMMITTEE TO ELECT MATTHEW MOENCH	06/07/22	300.00
JIM BEACH FOR SENATE	06/09/22	750.00
EFO BAILE FOR MAYOR	06/09/22	2,600.00
EFO PAGE, TIMM & BUDESDA, III, JCC (3)	06/09/22	7,800.00
COMM TO ELECT JOHN E. LANZA	06/09/22	2,250.00
EFO CARLOS PRINCE	06/16/22	2,000.00
RIDGEFIELD DEMOCRATIC VICTORY 2022, JCC (2)	06/16/22	300.00
CTE MURAD FOR COMMISSIONER	06/16/22	2,000.00
COMMUNITY FIRST PAC, CPC	06/16/22	2,400.00
CTE JOHN CICCARELLI	06/16/22	2,600.00
MORIARTY FOR ASSEMBLY	06/16/22	1,000.00
CTE MELONIE MARANO	06/29/22	1,000.00
CTE SUZANNE MAEDER	07/08/22	2,400.00
CTE ANIBAL RAMOS, JR.	07/14/22	300.00
CTE BRITTING & CICCARELLI	07/14/22	2,100.00
CAROL MURPHY FOR ASSEMBLY	07/14/22	1,000.00
VICTORY 2023 JCC (6)	07/18/22	2,000.00
DIMARCO & DICARLO (CHRISTY)	07/19/22	4,400.00
HOGAN FOR CLERK	07/19/22	2,200.00
CTE FITZPATRICK & SUESS, JCC	08/26/22	600.00
EFO SCIRROTTO/LUKENS, JCC	08/23/22	1,000.00
EFO JAMES KOSTOPLIS	08/23/22	2,500.00
EFO ALLISON ECKEL FOR COMMISSIONER	08/23/22	2,500.00
EFO MCDONNELL FOR COMMISSIONER	08/23/22	2,000.00
EFO BETTERIDGE FOR COMMISSIONER	08/23/22	2,000.00
TEDESCO FOR COUNTY EXECUTIVE 2022 (Jim)	08/25/22	300.00
BC VICTORY 2022, JCC (3) (Sullivan, Amoroso & Oritz)	08/25/22	900.00
EDUCATIONAL EXCELLENCE, JCC (Gioia, Scambia, Kalinowski, JCC)	09/01/22	1,000.00
CITY DEMOCRATIC CLUB OF LINDEN, CPC	09/09/22	500.00
COMMITTEE TO ELECT RICH FOR COMMISSIONER	09/09/22	1,600.00
CTE JEFF KUHL	09/09/22	1,000.00
GOP VICTORY 2022, JCC (Canose, McQueen, McCredie)	09/14/22	150.00
PEOPLE ENERGIZING GOVERNMENT, PAC, CPC	09/15/22	2,500.00
SARNOSKI FOR COMMISSIONER	09/22/22	300.00
COMM TO RE-ELECT COMMISSIONERS KELLY & HAINES	09/28/22	300.00
COMMITTEE TO ELECT DEREK ARMSTEAD	09/28/22	1,000.00
ANDERSON-PERSON, PILE, SMITH JCC (4)	10/03/22	1,500.00
BURLINGTON CITY DEMOCRAT DAWN BERGNER THOMPSON	10/03/22	2,000.00
BRADSHAW, FRAZER & FALANA FOR ROSELLE SCHOOLS	10/03/22	250.00
WOLFE, O'REILLY, ADAMS & HEVERLY FOR MONROE, JCC	10/03/22	1,000.00
MURPHY FOR ASSEMBLY	10/03/22	500.00
BERLIN FIRST JCC (Simone & Pearce)	10/05/22	2,600.00

PENNONI ASSOCIATES INC.
POLITICAL CONTRIBUTION
1/30/2018 - 1/30/2023

FORWARD BERGENFIELD, CPC	10/05/22	800.00
PROSPERITY PAC, CPC	10/05/22	4,200.00
LINDEN VICTORY 2022 (6) (Javick, Caldwell, Strango, Rivas, Yamakaitis & Hudak)	10/05/22	1,500.00
KOWALSKI, GRANDOS, WILLIAMS VICTORY 2022, JCC (3)	10/05/22	2,600.00
SHAVONDA E. SUMTER	10/10/22	500.00
COMM TO RE-ELECT JOE SCARPELLI	10/10/22	150.00
EFFECTIVE LEADERSHIP PAC, CPC	10/10/22	5,000.00
MAPLE SHADE FIRST, CPC	10/12/22	5,000.00
WOOLWICH 2022 (John Fein)	10/12/22	500.00
SOUTH JERSEY STRONG	10/12/22	1,000.00
CTE BRITTING & CICCARELLI, JCC	10/12/22	3,000.00
VICTORY 2022, JCC (Kowalski, Granados & Williams, JCC)	10/12/22	600.00
RENEE C. BURGESS FOR SENATE	10/17/22	300.00
CTE HADDAD & PETROSINI, JCC	10/17/22	100.00
FRIENDS OF THE TEANECK BLOCK ASSOC, JCC (4)	10/17/22	1,000.00
GLOUCESTER TOWNSHIP CHAIRMAN'S CLUB, CPC	10/20/22	3,000.00
DORAN & LIPSETT FOR FIRE COMMISSIONER	10/20/22	80.00
FORWARD BERGENFIELD, CPC	10/20/22	2,000.00
CTE JOHN WILLIAMS & MARISSA STACCIALINI, JCC	10/25/22	5,200.00
RENEE C. BURGESS FOR SENATE	10/26/22	300.00
GLOUCESTER TWP. CITIZENS FOR GOVT. REFORM, CPC	11/01/22	3,000.00
CTE HADDAD & PETROSINI, JCC	11/02/22	150.00
BERGEN COUNTY VICTORY 2022, JCC (Sullivan, Amoroso, Ortiz)	11/02/22	300.00
BUILDING BETTER SCHOOLS, JCC (3)	11/02/22	500.00
TEAM KAZMARK 2022, JCC (Tiser, Sica, Yodice)	11/02/22	300.00
CTE C. LAWRENCE CRUMP	11/16/22	200.00
PINE HILL DEMOCRATS, JCC (Warrington, Wakeley, Burke) (3)	11/22/22	295.00
CTE LOUISE SCOTT ROUNDTREE	11/22/22	200.00
CTE VERNON PULLINS, JR.	11/22/22	500.00
EFO PAUL MEDANY	12/01/22	1,500.00
SIMMONS BARNES & JEFFERSON, JCC	12/20/22	1,000.00
CHILA FOR SURROGATE	12/20/22	2,000.00
VIN GOPAL FOR SENATE	01/04/23	1,000.00
FRIENDS OF GREG CANNON	01/04/23	300.00
GARDEN STATE MILLENNIALS, CPC	01/12/23	7,200.00
CONSTRUCTORS FOR GOOD GOVERNMENT, PAC, CPC	01/17/23	1,000.00
EFO SENATOR NILSA CRUZ-PEREZ	01/23/23	750.00
EFO CAPPELLI FOR COMMISSIONER	01/23/23	1,500.00
EFO YOUNG FOR COMMISSIONER	01/23/23	1,500.00
CONSTRUCTORS FOR GOOD GOVERNMENT, CPC	01/23/23	250.00
PAUL CARIFI, JR. FOR COUNCIL	01/23/23	300.00



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PENNONI ASSOCIATES INC.
Trade Name:
Address: 1900 MARKET STREET STE 300
PHILADELPHIA, PA 19103
Certificate Number: 0089235
Effective Date: January 13, 1971
Date of Issuance: December 13, 2022

For Office Use Only:
20221213074805735

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2021** to **15-OCT-2024**

PENNONI
1900 MARKET STREET, SUITE 300
PHILADELPHIA PA 19103



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

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: PENNONI SIGNATURE: [Signature]
PRINT NAME: TOO M. HAY TITLE: REP
DATE: 3/2/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2023

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).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
40 West Front Street
Media PA 19063

CONTACT
NAME: LeeAnne Henderson
PHONE (A/C, No, Ext): 610-548-5105 FAX (A/C, No): 610-566-0147
E-MAIL: LeeAnne_Henderson@aig.com
ADDRESS: LeeAnne_Henderson@aig.com

INSURED
Pennoni Associates Inc.
1900 Market Street, Suite 300
Philadelphia PA 19103

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	20508
INSURER B: Technology Insurance Company, Inc	42376
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 59566019

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	6076399941	5/1/2022	5/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	6076399955	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TWC4104180	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

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 are additional insureds under the General Liability Policy Form #CNA75079XX(10/16), including ongoing and completed operations and Automobile Liability Form # CNA63359XX (4/12) on a primary/noncontributory basis, per the policy terms and conditions and with respect to the insured's operations. 30 days notice of cancellation will be provided to the County.

CERTIFICATE HOLDER**CANCELLATION**

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

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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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

CNA75079XX (10-16)

Page 1 of 2

Insured Name: Pennoni Associates,
Inc.

Policy No: 6076399941

Effective Date: 05/01/2021



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out



Contractors' General Liability Extension Endorsement

of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

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If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.



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4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
 - a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) fire;
 - (b) smoke;
 - (c) collapse; or
 - (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

- C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:



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Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

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Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

- A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under Coverage A, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under Coverage C,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.



Contractors' General Liability Extension Endorsement

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
 - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
 - i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
 - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability



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the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

Contractors' General Liability Extension Endorsement**iii. amend the definition of Insured to:****a. add the following:**

- the **Named Insured's employees** are **Insureds** with respect to:
 - (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
 - (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;when such **bodily injury** arises out of a **health care incident**.
- the **Named Insured's volunteer workers** are **Insureds** with respect to:
 - (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
 - (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.**D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:****Other Insurance****b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL



Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$<insert (\$) amount>; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

- B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and



Contractors' General Liability Extension Endorsement

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.



Contractors' General Liability Extension Endorsement

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.



Contractors' General Liability Extension Endorsement

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as damages because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:



Contractors' General Liability Extension Endorsement

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto", any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to

- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III, Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos".
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or

- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss".

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss".

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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.

PRINCIPAL:

PENNONI ASSOCIATES INC.

(Bidder/Respondent's Company Name)

(Authorized Signature on Behalf of the Principal)

Todd M. Hay, Regional Vice President

(Print Name)

INSURER:

Valley Forge Insurance Company
Technology Insurance Company, Inc

(Insurer's Company Name)

(Authorized Signature on behalf of the Insurer)

Sworn to and subscribed
before me on this 2nd day
of March, 2023


NOTARY PUBLIC

TINA E. MONTANINO
Notary Public, State of New Jersey
Commission # 50174422
My Commission Expires 10/8/2026



OFFICE OF PURCHASING

ASPIRATIONAL GOAL ACKNOWLEDGEMENT FORM

Name of Organization: PENNONI

Print Name of Vendor Representative: TONN M. HAM

Title of Vendor Representative: RVP

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.

TONN M. HAM
Print Full Name

[Signature] 3/2/23
Signature and Date

Print Full Name

Signature and Date

Putting Essex County First



DATE: March 2, 2023

VENDOR NAME: Pennoni Associates

REPRESENTATIVE NAME: Todd M. Hay

PHONE: 862-214-4966

EMAIL: thay@pennoni.com

COMPANY LOCATION:
24 Commerce St. Ste 300. Newark, New Jersey 07102

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.

[illegible]

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

Pennoni has 5 offices in New Jersey. Pennoni utilizes various methods for recruiting employees including website, trade shows, and advertising. These methods are open to all if qualified.

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

Putting Essex County First

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS
COUNTY OF ESSEX

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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 (NJDOL) 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 efforts¹ 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.

¹ 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. Richardson

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. 14, 2014

Is Publication Required () Yes () No

Date Published _____

B. N. Timberlake

Brian N. Timberlake, President