

THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as "**CITY**" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey, 08401, and **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION**, located at 147 North Iowa Ave., Atlantic City, New Jersey 08401, hereinafter referred to as the "**CONTRACTOR**", pursuant to Resolution No. 401 adopted by City Council on June 17, 2026 a copy of which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the City requires the services of a contractor to perform Gardner's Basin Site Improvements – Phase 2 as set forth herein; and

WHEREAS, the Contractor is ready, willing, and able to undertake such services; and

WHEREAS, the City believes the Contractor to be well able to undertake and perform such services for the City and desires to contract with Contractor for the performance of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION ONE
SCOPE OF SERVICES**

The services to be performed under this Agreement are as follows: **GARDNER'S BASIN SITE IMPROVEMENTS – PHASE 2** as described in the proposal attached hereto and made a part of this Agreement. In the event that there is a conflict between the terms and conditions of this Agreement and attachments, this Agreement shall supersede and control.

**SECTION TWO
CONTRACT PRICE**

The City shall pay to the Contractor, and the Contractor agrees to accept as full payment for all of the work performed pursuant to this Agreement a total sum not to exceed **TWO**

MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$2,355,000.00).

**SECTION THREE
CONTRACT PERIOD**

The contract shall be for one (1) year from a notice to proceed from the City.

**SECTION FOUR
CONTRACT DOCUMENTS**

The contract documents which comprise the contract between City and Contractor are as follows:

- a. This Agreement.
- b. Form of Advertisement, Notice to Contractors, Proposal Form, Specifications and Addenda, approved and adopted by the Council of the **CITY** and the bid or proposal of the **CONTRACTOR** received covering the items set forth in this Agreement, all of which documents are attached hereto and on file in the Office of the City Clerk of the **CITY**, and are hereby made a part of this Agreement as though each were set forth verbatim herein.
- c. Any work required by one or more of said documents and not by the other shall be performed as if required by both. Any requirements pursuant to this Agreement in conflict with any requirement in the Bid documents shall be governed by this Agreement.
- d. Contractor shall be required to comply with City Ordinance No. 44 of 2014 and specifically subsections (a) and (b) of Article 1 establishing a first source employment linkage program to facilitate and encourage private sector employment opportunities for Atlantic City residents.
- e. If there is any conflict between the terms and conditions of the Specifications and the vendor's proposal, Specifications control.
- f. Specifications and bid documents drafted by the Contractors shall include terms requiring bidders to make every effort to give preference when hiring sub-

contractors, laborers or other professionals to local Atlantic City residents and businesses to the extent allowable by law.

SECTION FIVE PAYMENT METHOD

Payment to CONTRACTOR shall be made upon submission of invoices for payment to the City Engineer and approval of the same by the City Engineer.

It is expressly understood and agreed that payment of monies authorized under and by this Agreement shall only be funds appropriated by the Council of the City for the purpose of this Agreement and paid into the treasury of the City, therefore. Pursuant to NJSA 40:A:11-16.7 regarding changed conditions, should there be any additional work required, Contractor may not proceed to bill for any additional services without prior written consent of the City.

SECTION SIX STATUS OF CONTRACTOR

It is expressly understood and agreed by and between the parties hereto that the status of the CONTRACTOR and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the CONTRACTOR or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

SECTION SEVEN TERMINATION, CANCELLATION, EXPIRATION

The parties agree that either party can cancel this Agreement upon thirty (30) days written notice. At the termination, cancellation or expiration of this Agreement in any manner, the acceptance of final payment by the CONTRACTOR shall be in full satisfaction of all claims against the CITY under this Agreement.

SECTION EIGHT CERTIFICATE OF COMPLIANCE

CONTRACTOR represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order

No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

SECTION NINE ASSIGNMENT

CONTRACTOR cannot assign its rights or obligations under this Agreement without the prior written consent of the CITY.

SECTION TEN CONFLICT OF INTEREST

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the within Agreement. The CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the CONTRACTOR or its subcontractors.

SECTION ELEVEN EFFECT OF ILLEGALITY

If any provision of this Agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

SECTION TWELVE FULL AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understandings or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION THIRTEEN CHOICE OF LAW

This Agreement shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City of Atlantic City. All actions, whether sounding in contract or tort, relating to the validity, construction, interpretation or enforcement of this Agreement shall be instituted in the courts of New Jersey and in the County of Atlantic and in no other.

SECTION FOURTEEN INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the CITY from and against any claim (including any claim brought by employees of Contractor), liability, damage or expense (including attorneys' fees) that City may incur relating to, arising out of or existing by reason of (i) Contractor's performance of this Agreement or the conditions created thereby (including use, misuse or failure of any equipment used by Contractor or its subcontractors, servants or employees) or (ii) Contractor's breach of this Agreement or the inadequate or improper performance of this Agreement by Contractor or its subcontractors, servants or employees.

SECTION FIFTEEN INSURANCE

Before commencing work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor's operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Contractor, any of its Contractors, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the Contractor's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Contractor will defend and indemnify the City at the Contractor's expense.

Minimum of Liability:

The Contractor must obtain the required insurance with the carrier rated A-VII or better by A. M. Best. The Contractor and all subcontractors and vendors retained by the Contractor shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to Section Fourteen, Indemnification, shall be included in the policy. The General Aggregate Limit shall apply separately to the work as defined in Section One, Scope of Services. As an alternative, the Contractor may provide Commercial general Liability Insurance with no aggregate. All subcontractors must also maintain all of the following insurances.

Builders Risk

~~The Contractor must obtain the required insurance with the carrier rated A-VII or better by A. M. Best. The Contractor shall provide such coverage as to protect the City's insurable interest in materials, fixtures and equipment being used in the construction or renovation of a building or structure. Coverage must apply to property of every kind or description intended to become a permanent part of the project including materials, supplies, fixtures, machinery, foundations, sidewalks and pavements.~~ MW

Comprehensive Automobile Liability Insurance

\$ 1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

Workers' Compensation and Employers' Liability Insurance

\$500,000.00 Each Accident

\$500,000.00 Each Employee for Injury by Disease

\$500,000.00 Aggregate for Injury by Disease

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law.

Additional Insured Status and Certificate of Insurance

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Contractor's Commercial general Liability Policy which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the Contractor, any of its Contractor's, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law.

A Waiver of Subrogation clause shall be added to the General Liability and Automobile policies in favor of the City, and this clause shall apply to the City's elected or appointed officials, officers, agents, and employees. It should also apply to the Contractor's Worker's Compensation policy if allowed by state law. If the Contractor's policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required

hereunder.

No Limitation on Liability

In any and all claims against the Additional Insureds by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

Failure to Obtain/Maintain, Cancellation and Renewal

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to the City. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Contractor, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the Contractor will provide 21 days advance notice of the cancellation or non-renewal.

SECTION SIXTEEN PREFERENCE DOMESTIC PRODUCTS

It is understood by and between the parties hereto that only manufactured products of the United States, wherever available, shall be used in connection with this Agreement, pursuant to R.S. 40A:11-18.

SECTION SEVENTEEN ALTERNATIVE DISPUTE RESOLUTION

Disputes arising under the Agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the City from seeking injunctive or declaratory relief in court at any time. The alternative dispute

resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or the formation of contracts or subcontracts. In addition, the Architect/Engineer or other interested parties to the dispute shall be joined in any proceeding as a necessary party unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. (N.J. Stat. § 40A:11-50)

SECTION EIGHTEEN WAIVER AND RENUNCIATION

No waiver or renunciation by either party to this Agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

SECTION NINETEEN BINDING

This Agreement shall be binding upon the heirs, assigns, and/or successors in right, title or interest of the parties to the Agreement.

SECTION TWENTY CAPTIONS

All captions in this Agreement are for convenience only. They should not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

SECTION TWENTY-ONE MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Further, the City will not accept invoices representing time and expenses that were performed or incurred outside or beyond the contract end date.

Any work not specifically authorized may be rejected for payment at the discretion of the City.

SECTION TWENTY-TWO POLITICAL CONTRIBUTION DISCLOSURE

This Agreement has been awarded to **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION** based on the merits and abilities of **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION** to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. The undersigned does hereby attest that **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION** their subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement that would affect its ability to perform under the Agreement.

IN WITNESS WHEREOF, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Contractor has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY

By: 
Paula Geletei, City Clerk

By: 
Marty Small, Sr., Mayor

Date: 8/6/2026

WITNESS:

WEATHERBY CONSTRUCTION
& RENOVATION CORP.


Wendy Nicol

By: Marilyn Weatherby
President

The Agreement approved as to form and execution.

Date: 8/6/26

By: 
Jack BERONATTO, Esq.
Assistant City Solicitor

STATE OF New Jersey)

) ss.

COUNTY OF Atlantic)

I CERTIFY that on August 4, 2026,

Michael Weatherby, the Secretary or Assistant Secretary of the Corporation, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary or assistant secretary of
Weatherby Construction & Renovation Corp.
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act, duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

Michael Weatherby
Secretary or Asst. Secretary

August 4, 2026

Christine J. McCarron
CHRISTINE J MCCARRON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APR. 23, 2029

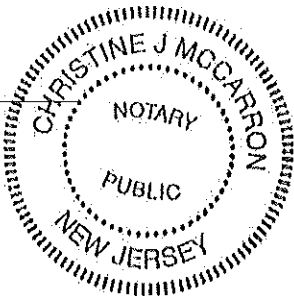


EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three (3) business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans With Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority or women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
 - (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3 of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goals;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site to assure, consistent with the applicable State and Federal statutes and

court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.; and

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor.

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than the required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for some reason, said contractor or subcontractor determines that a minority individual or woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees or trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the

absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division, an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company Name: Weatherby Construction & Renovation Corp.

Name: Marilyn Weatherby

Title: President

Signature: Marilyn Weatherby

Date: 8/3/2026

Resolution of the City of Atlantic City

No. 401

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

City Solicitors/s/ Michael J. Perugini

City Engineer /s/ Uzo Ahirakwe, P.E.

REVISED 6/15/2026

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & KURTZ present the following Resolution:

RESOLUTION TO AWARD A CONTRACT WITH WEATHERBY CONSTRUCTION & RENOVATION CORPORATION FOR GARDNER'S BASIN SITE IMPROVEMENT - PHASE 2 IN THE AMOUNT OF \$2,355,000.00

WHEREAS, the City of Atlantic City requires the Professional Services of **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION FOR GARDNER'S BASIN SITE IMPROVEMENT - PHASE 2**; and

WHEREAS, the City of Atlantic City has a need to retain **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION** as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION**, has completed and submitted a Business Entity Disclosure Certification which certifies that **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION** has not made any reportable contributions to a political or candidate committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will prohibit **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION** from making any reportable contributions through the term of the contract; and

WHEREAS, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest an agreement with **WEATHERBY CONSTRUCTION & RENOVATION CORPORATION** for the hereinabove purpose, for a total sum not to exceed **TWO MILLION THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$2,355,000.00)**.

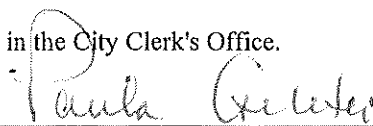
BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from Account No. G-02-41-898-A25-299 (\$981,696.00); G-02-41-860-A24-943 (\$1,293,304.00) and G-02-41-898-C24-299 (\$80,000.00). from the 2026 Budget to satisfy the aforesaid award of contract. This Agreement is contingent upon State approval.

August 4, 2026 11:50 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
AHMED	X						KURTZ	X					
BAILEY	X				X		LACCA	X					
CROUCH	X					X	MARSHALL				X		
DUNSTON	X						SHABAZZ				X		
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: JUNE 17, 2026



/s/ Paula Geletej, City Clerk