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THIS AGREEMENT made and entered into by and between the CITY OF ATLANTIC CITY, a municipal corporation of the State of New Jersey, located at 1301 Bacharach Boulevard, Atlantic City, New Jersey, 08401, hereinafter called **"CITY"**, and **MOUNT CONSTRUCTION CO., INC.** with offices located at 427 South White Horse Pike, Berlin, New Jersey 08009, hereinafter called **"CONTRACTOR"**, pursuant to Resolution No. 638 adopted by the Council of the **CITY** on December 21, 2021 a copy of which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, there exists a need for **LOWER CHELSEA BULKHEAD IMPROVEMENTS,** and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and agreeing to be bound, the **CITY** for itself and its successors, and **MOUNT CONSTRUCTION CO., INC.**, for itself, its successors and assigns, hereby agree as follows:

SECTION ONE
DEFINITIONS

Whenever in this Agreement the term **"CITY"** is used or a pronoun in its place, it shall mean and intend the **CITY OF ATLANTIC CITY** and/or Mayor of the **CITY OF ATLANTIC CITY;** wherever the term **"COUNCIL"** is used or a pronoun in its place, it shall mean and intend the governing body of Atlantic City; wherever the term **"CONTRACTOR"** or a pronoun in its place is used, the term shall refer to and mean **MOUNT CONSTRUCTION CO., INC.**

SECTION TWO
SCOPE OF WORK

CONTRACTOR will furnish and deliver, the following as described: **ALL LABOR, NEW MATERIALS, EQUIPMENT, AND SERVICES NECESSARY FOR LOWER CHELSEA BULKHEAD IMPROVEMENTS,** as required by the attached specifications and herein below described Proposal of the **CONTRACTOR**, for the use by the Department of Planning & Development

of the **CITY** of Atlantic City, and the **CONTRACTOR** to be paid by the **CITY** in the manner hereinafter provided. In the event there is a conflict between the terms and conditions of this agreement and attachments, this agreement shall supersede and control.

SECTION THREE
CONTRACT PRICE

The **CITY** shall pay **CONTRACTOR** for the **LOWER CHELSEA BULKHEAD IMPROVEMENTS;** for the Department of Planning and Development for a total delivered sum not to exceed **SIX MILLION FIVE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS ($6,529,675.00).**

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 and publicly opened and read at a meeting of the Purchasing Board held November 9, 2021, 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 or specifications in conflict with the Bid Proposal shall be governed by this agreement and specifications.

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, labors or other professionals to local Atlantic City residents and business to the extent allowable by law.

SECTION FIVE
PAYMENT METHOD

Payment for the specified items, furnished, delivered and accepted hereunder, shall be made within THIRTY (30) DAYS after the **CONTRACTOR** has submitted a bill based upon the total completed delivered price set forth in this Agreement, together with a properly executed voucher, to the Comptroller's Office.

The **CONTRACTOR** agrees to present evidence satisfactory to the **CITY** that the projected is completed and all transportation charges for delivery of the hereinabove provided for items have been fully paid by the said **CONTRACTOR.**

SECTION SIX
CONTRACT PERIOD

The **CONTRACTOR** shall complete, furnish and deliver and furnish all labor, new materials, equipment and services necessary for the **LOWER CHELSEA BULKHEAD IMPROVEMENTS** for the Department of Planning & Development, **One Hundred and Twenty (120) Calendar Days** from and after the issuance of a written purchase order from the Purchasing Department.

SECTION SEVEN
LIQUIDATED DAMAGES

In case the **CONTRACTOR** shall fail to deliver the aforesaid items within the time stated, it shall and will pay the **CITY** the sum **ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00)** for each and every day the time consumed in completing such delivery may exceed the time herein allowed for that purpose. The aforesaid amounts shall be deemed and taken in all courts to be liquidated damages for nonperformance of delivery within the time specified limit aforementioned and not as a penalty.

The **CITY** Purchasing Agent shall determine and certify the amount and sum thus claimed by said **CITY** as such liquidated damages to the **CITY** Comptroller who shall deduct and retain same out of any monies due or which may become due under this Agreement.

SECTION EIGHT
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 NINE
ASSIGNMENT

The **CONTRACTOR** agrees not to assign or sublet this Agreement, in whole or in part, without the written consent of the **CITY**.

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

SECTION TEN
GUARANTEE OF WORK

In addition to manufacturer's warranty the **CONTRACTOR** further agrees to warrant and guarantee the items delivered and furnished hereunder against defects in material and workmanship for a period of ONE YEAR from the date of delivery, as more specifically set forth in the Specifications and Instructions to Bidders.

This warranty specifically includes the replacement and installation of any defective parts or products during the aforesaid period, but does not cover damage to parts caused by the **CITY's** neglect or misuse of the items, or normal wear from service.

SECTION ELEVEN
INDEMNIFICATION

The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective or improper materials, furnished and delivered under this Agreement, or by or on account of any act or omission of the **CONTRACTOR**, its subcontractors, agents or employees. In case any such action be brought against the **CITY**, the **CONTRACTOR** shall immediately take charge of and defend same at its own cost and expense. The **CITY** may, if it so desires, defend such actions and charge the expense of same to the **CONTRACTOR**.

SECTION TWELVE
RIGHT TO TERMINATE

The **CITY** reserves the right at any time to discontinue and terminate this Agreement with notice upon the **CONTRACTOR** upon thirty (30) days written notice.

SECTION THIRTEEN
INTERPRETATION AND CONSTRUCTION

Unless expressly provided otherwise herein, this agreement shall be governed by and construed in accordance with the Uniform Commercial Code of the State of New Jersey.

SECTION FOURTEEN
CONFLICT OF INTEREST

The **CONTRACTOR** covenant 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 FIFTEEN
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 SIXTEEN
INDEPENDENT CONTRACTOR

It is understood and agreed that the **CONTRACTOR** is an independent contractor and that this Agreement is not a hiring and that said **CONTRACTOR** assumes full responsibility for the safety of **CONTRACTOR'S** employees, plant and materials, and for any damages or injury done by or to them from any source or cause whatsoever.

SECTION SEVENTEEN
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 Contractor's, 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.

The Contractor must obtain the required insurance with the carrier rated A-VIII or better by A. M. Best. In the event the Contractor subcontracts any part of this project, these insurance requirements must apply to all subcontractors.

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 Indemnification shall be included in the policy. The General Liability and Umbrella/Excess Liability policy Aggregate Limits shall apply separately to the project/location as defined in Section Two, Scope of Services. As an alternative, the Contractor may provide Commercial General Liability Insurance with no aggregate.

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.

Umbrella Liability Insurance

$ 4,000,000 per Occurrence
$ 4,000,000 Aggregate.

Policy to apply excess of General Liability, Automobile Liability and Coverage B.

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.

Other Conditions

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, Business Auto Liability and Excess Policy all of 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, Excess Liability, Automobile Liability and Professional Liability 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.

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.

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.

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense and with a carrier(s) rated A-VIII or better by A. M. Best. 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 insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal.

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
CERTIFICATION 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 TWENTY-TWO
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 TWENTY-THREE
CONTRACT QUANTITIES

It is understood and agreed by both parties hereto that the quantities set forth in the Proposal and Specifications, although estimated with as much accuracy as

possible, are approximate only and the **CITY** shall be liable only for so much of such items as may be required and ordered by it as aforesaid.

The **CITY** has the right to increase the quantities shown herein, but the increase shall not exceed 20% of any one item, for a period of twelve (12) months from the date of execution of this Agreement.

SECTION TWENTY-FOUR
GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey and the Ordinances of the City of Atlantic City.

The within Agreement is effective as of the date of the Mayor's signature.

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 the **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:

By: Paula Geletei
Paula Geletei, City Clerk

CITY OF ATLANTIC CITY

BY: M
Marty Small, Sr., Mayor

Date: 1-26-22

ATTEST:

By: Kelli Wilson
Secretary
Kelli Wilson

MOUNT CONSTRUCTION CO., INC.

BY:
Vice **President**
Michael Mazzarella

The within Agreement approved as to form and execution.

Date: 1/26/22

By: Matthew
Matthew D. Sykes, Esq.
Assistant City Solicitor

STATE OF New Jersey)

) ss.

COUNTY OF Camden)

I CERTIFY that on January 21st, 2022,

Kelli Wilson, 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

Kelli Wilson- Secretary

(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

Kelli Wilson
Secretary or Asst. Secretary
Kelli Wilson

January 21st, 2022

Danielle Usher
Notary Public of New Jersey
(Seal attached)

DANIELLE USHER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES April 17, 2024

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10.5-31 et seq., N.J.C.A. 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 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 pro- vided 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 were 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 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, regard- less 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 the 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 been 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.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the con- tractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that 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 women 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 coy 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 and 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 Contract Compliance & EEO as may be requested by the Division 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 Construction Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Company Name: Mount Construction Co. Inc.

Name: Michael Mazzarella

Title: Vice President

Signature: [signature]

Date: 1/21/22

CITY OF ATLANTIC CITY

LOWER CHELSEA BULKHEAD IMPROVEMENTS

PROJECT LABOR AGREEMENT

ARTICLE 1 - PREAMBLE

WHEREAS, CITY OF ATLANTIC CITY, ("City" or "Owner") on behalf of itself, and Project Management Firms acting as Construction Managers, and reflecting the objectives of City, asOwner, desires to provide for the efficient, safe, quality, and timely completion Lower Chelsea Bulkhead Improvements (the "Project") in a manner designed to afford lower reasonable costs to The City, the Owner, and the Public it represents, and the advancement of public policy objectives; and

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

- Ensuring a reliable source of skilled and experienced labor;
- Standardizing the terms and conditions governing the employment of labor on the Project;
- Permitting wide flexibility in work scheduling and shift hours and times, from those which otherwise might obtain;
- Receiving negotiated adjustments as to work rules and staffing requirements fromthose which otherwise might obtain;
- Providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction, without delay or disruption to theproject;
- Avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the project;
- Furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
- Expediting the construction process;
- Stabilizing wages, hours and working conditions for the craft workers on the project; and
- Ensuring a satisfactory, continuous and harmonious relationship between the parties hereto.

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions for both workers and the public.

NOW, THEREFORE, the Parties enter into this Project Labor Agreement pursuant to N.J.S.A. 52:38-1 et seq.

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") for a Lower Chelsea Bulkhead Improvements. This Agreement is entered into by and between the City and its successors and assigns, and the Contractor(s) to be named (such Contractors joining by Letters of Assent in the form of Schedule B attached), and by the South Jersey Building and Construction Trades Council, ("BTC") on behalf of itself and its affiliated local union members, (each a "local Union", and collectively "Member Unions") and sometimes referred to herein where the context requires as a "Local Union", and together with the Member Unions, the "Unions") for certain construction work to be performed as outlined under Article 3.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the South Jersey Building and Construction Trades Council shall be referred to as "BTC", the BTC's Members Unions is referred to singularly and collectively as "the Union(s)," and where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include all signatory Contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement asdefined in Article 3; the City of Atlantic is referenced as the "City" or "Owner"; the SouthJersey Building and Construction Trades Council is referenced as the ("BTC"), the Project Manager or Owner's Representative, is referenced as "PM", and the work covered by this Agreement (as defined in Article 3) is referred to as the "Project".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless executed by all parties designated in Article 1, Section 1 above, and will remain in effect until the completion of the Project. In the event that the City opts not to use a Project Manager, in the City's sole discretion, then the City shall designate an Owner's representative who shall act, under the terms of this Agreement, as a Project Manager.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the BTC, all signatory Unions and the City and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatories and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3, and as per Schedule A "Local Collective Bargaining Agreements" and per Schedule B "Contractors Letters of Assent".

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A and Contractor(s) Letters of Assent appended hereto as Schedule B, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, except for all work performed under the National Agreement of the International Union of Elevator Constructors, with the exception of Article VII, IX and X of this Agreement. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7, 9 and 10 of this Agreement, all such work will be governed by the National Agreement. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement, shall be binding on this Project. It is further understood that no contractor shall be required to sign any other agreement as a condition of performing work on this project. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement shall apply on this Project.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The City, PM and any Contractor shall not be liable for any violations of this Agreement by any other Contractor, and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. AWARD OF CONTRACTS AND SUSPENSION OF WORK

The City shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. It is understood that nothing in this Agreement shall be construed

as limiting the sole discretions of the City in determining which Contractors shall be awarded contracts for Project Work. It is further understood that the City has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. BID SPECIFICATIONS

The City shall include in all bid specifications for the **Lower Chelsea Bulkhead Improvements,** a notice advising all bidders that the work is subject to this Agreement and that all Contractors and subcontractors will be required to provide the Schedule B "Contractors Letters of Assent" as a condition of any contract award. It is understood that nothing in this Agreement shall be construed as limiting thesole discretion of the City in the award of contracts for work on the Project; nor shall it limit the rights of the City and/or Contractors in determining which subcontractor(s) shall be awarded subcontracts for Project work. A summarized scope of work is attached as Schedule C.

SECTION 8. THE CONSTRUCTION PROJECT MANAGER

The City will also be acting with respect to the Project as the Construction Project Manager ("Project Manager"). All references herein to the Project Manger shall be to the City and all notices required to be given to the Project Manager under this Agreement shall be given tothe City. In addition to its rights and obligations as Owner, the City shall have all rights and obligations under this Agreement as Project Manager. Notwithstanding, the City may engagean outside consulting firm to support and assist the City with respect to Project Management,which firm shall have all rights and obligations given to the Project Manager under this Agreement. If an outside consulting firm is retained, the City will immediately notify the Unions.

SECTION 9. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

A. The City shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the City or the Project Managerin determining which Contractors shall be awarded contracts for Project work. It is further understood that the City has the sole discretion at any time to terminate, delay or suspend the work, in whole or in part, on this Project.

B. The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for the Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work ofany Contractor which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1. THE WORK

This Agreement applies to the construction of all on-site work at the Project, as defined in the prime contract therefore to be awarded by City to the General Contractor for Lower Chelsea Bulkhead Improvements. This Scope of Work may be amended from time to time by City to include work not performed under the original contract bid documents. The Scope of Work is confined to the on-site Project performed work contained in the scope of the General Contractor's final construction contract. In no event shall this Agreement be construed to apply to any other construction activity engaged in by City, directly or indirectly or by a vendor or tenant of City, at or in the vicinity of the Project site.

SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

A. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, architects, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;

B. Employees of City or any State agency, authority or entity or employees of any municipality or other public employer;

C. Employees of any project manager or consultant engaged by the City, excepting those who are performing manual, on-site construction labor who will be covered by this Agreement;

D. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing wage Act by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work, or involved in deliveries to and from the Project site, excepting local deliveries of all

major construction materials including, but not limited to, fill, ready mix, and asphalt which are covered by this Agreement;

E. Employees of the Contractors, excepting those performing manual, on-site construction labor covered by this Agreement;

F. Employees engaged in on-site equipment warranty;

G. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;

H. Employees engaged in laboratory or specialty testing or inspections;

I. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utilities companies, and railroads;

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of the Owner, the Project Manager, or any Contractors which do not perform work at this Project Site. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status between the City, the Project Manager and/or any Contractor. The Agreement shall further not apply to the City, its Project Management firm, Clerk of the Works, or any other state or City agency, authority, or other municipal or public entity, and nothing contained herein shall be construed toprohibit or restrict the City or its employees, or the employees of any other state authority, agency or entity from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check- out and/or warranty work are assigned in writing (copy to Local Union involved) to the Contractor(s) for performance under the terms of this Agreement and per Schedule B - "Contractors Letters of Assent."

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2, and 4 subparagraph B) established in the Local

Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile-driving); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

B. Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, a Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the City and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

1) Possess any license required by New Jersey law for the Project work to be performed;

2) Have worked a total of at least 1,000 hours in the Construction craft during the prior 3 years;

3) Were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award; and

4) Have demonstrated ability to safely perform the basic function of the applicable trade.

No more than 12 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number). Certified MBE/WBE contractor may request from the Workforce Coordinator, through the City, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of Section 2.b above. This exception is based upon hardship and demonstration by the Contractor that the Project work would be the Contractor's only job and that it would be obliged to lay off qualified minority and female employees in its current workforce moving from the last job. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.b, above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the City's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a Department of Labor ("DOL") approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES/WORKING ASSESMENTS

Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A collective bargaining agreement. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the crafts-persons he is leading exceed a specified number.

ARTICLE 5 - UNION REPRESENTATIONS

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (with copies to the Contractors involved and the City and Project Management Firm) one representative, and the Business Manager, who shall be afforded access to the Project. Such representatives shall fully comply with the visitor, safety and security of the Project.

SECTION 2. STEWARDS

A) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and PM of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for the craft classifications. There will be no non-working Stewards on the Project.

B) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

C) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 – MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Contractors and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the Contractors choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work, which is performed off-site for the Projects, except for work done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of work".

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Unions and South Jersey Building and Construction Trades Council ("BTC"). The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify JJ Pierson, Jr., Esq., The Arbitration Centre, 8 Fox Hunt Road, Box 604, New Vernon, NJ 07976, phone 973-359-8100, fax 973-359-8161 who shall serve as Arbitrator under this expedited arbitration procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International, the City, the PM, the BTC, and the Contractor involved.

B. The Arbitrator shall thereupon, after notice as to the time and place to the Contractor, the Local Union involved, the BTC, and the PM, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the City or area council required by Section 3 above.

C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issues a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of the Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

F. Any rights created by statue or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section I, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. THE LOCAL ADMINISTRATIVE COMMITTEE

The Local Administrative Committee (LAC) will meet on a regular basis to:

A. Implement and oversee this Agreement's procedures and initiatives;

B. Monitor the effectiveness of this Agreement; and

C. Identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the BTC or his designee, and a designated official of the City. It will be comprised of representatives of the local union's signatory to this Agreement and representatives of the City's Project Management firm and other contractors on the Project.

ARTICLE 9. - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OR GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violation of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

A. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven (7) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the Contractor, as creating a precedent; and

B. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in sub-paragraph (a) for the adjustment of grievances on behalf of employees.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC and the involved Contractor, shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

A. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within fourteen (14) calendar days after the initial Step 2 meeting, submit the grievance in writing (with copies to other participants) to the next available arbitrator of the panel of Arbitrators consisting of Arbitrator JJ Pierson, Gary Kendellen, and Wellington Davis, who shall act as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Associationshall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees. The fees and expenses of such arbitration shall be borne equally by the involved Contractor and Local Union.

B. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the PM, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding thirty (30) calendar days prior to the date of service of the written grievance on the Project Manager, the City and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY PROJECT MANAGER

The Project Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISTRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

A. There shall be a mandatory pre-job markup/assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the PM, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later than 30 days prior to the start of the Project.

B. All project construction work assignments shall be made by the Contractor according to the criteria set forth in Section 3, Subsection D 1-3.

C. When a Contractor has made an assignment of work, he shall continue the assignment without alternation unless otherwise directed by an arbitrator or there is an agreement between the National or International Unions involved. Claims of a change of assignment shall be processed in accordance with Article 1 of the Procedural Rules of the Plan for the Settlement of Jurisdictional disputes in the Construction Industry ("the Plan").

D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator JJ Pierson, Arbitrator Gary Kendellen, or Arbitrator Wellington Davis, and submit the dispute directly to the Arbitrator. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submission. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

1) The Contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if Contractor A subcontracts certain work to Contractor B, the Contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If Contractor B, in turn shall subcontract certain work to Contractor C, then Contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, each assignment will be maintained even though the assigning Contractor is replaced and such work is subcontracted to another Contractor. It is a violation of the Agreement for the Contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2) When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an Arbitrator

or there is an agreement between the National or International Unions involved.

a. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible Contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to the trade.

b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible Contractor shall not be considered an original assignment of that trade, provided that the responsible Contractor, or his authorized representative, promptly, and in any event, within eight (8) working hours following the start of the work, takes positive steps to stop further unauthorized performance of the work by that trade.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules of Plan.

B. Within five (5) calendar days of receipt of the dispute letter, there shall be meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: Arbitrator JJ Pierson, Arbitrator Andy Douglas or Arbitrator Richard K. Henft to hear all unsolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators is not available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator.

D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the National Building and Construction Trades Council and does not wish to process cases through the Plan as described in paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator JJ Pierson, Arbitrator Gary Kendellen, or Arbitrator Wellington Davis to hear the dispute and shall submit the dispute directly to the

selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected Arbitrator shall schedule the hearing within seven (7) business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven (7)day time limit. In rendering his decision, the Arbitrator shall determine:

1) First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;

2) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten (10) years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and establish trade practice in the industry rather than the prevailing practice in the locality.

3) Only if none of the criteria is found to exist, the Arbitrator shall then consider that because of efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interest of the consumer or the past practices of the employer shall not be ignored. The Arbitrator shall set forth the basis of his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why a higher- ranked criteria were not deemed applicable. The Arbitrator's decision shall apply to the job in dispute.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

E. The Arbitrator shall render a short-form decision within five (5) days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within thirty (30) days of the close of hearing.

F. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.

G. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any award rendered pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only and may be enforced in accordance with the provisions of Article VII of the Plan. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

A. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest any such award. Any Claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.

B. In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliate with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three Arbitrators designated in this Article to hear the dispute. The selected Arbitrator shall schedule the hearing within two (2) business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two (2) day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanationor mitigation of such violation or to award damages. The Arbitrator's decision shall

be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Section andother appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne bythe losing party or parties as determined by the Arbitrator.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from Schedule A. Parties to such agreements shall be the Contractors involved, the involved Local Unions and the BTC.

SECTION 2. EMPLOYEE BENEFIT FUNDS

A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as are explicitly required under N.J.S.A. 34:11-56.30 of the New Jersey State Labor Law shall be included in this requirement and paid by the Contractor on this Project. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if similarly protected under N.J.S.A. 34:11-56.30. Contractors shall not be required to contribute to non-N.J.S.A. 34:11-56.30 benefits, trusts or plans.

B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.

C. Prior to the Project Manager or any Contractor making any payment to a Contractor or sub-contractor, the Project Manager or Contractor shall verify that the Contractor or sub-contractor has made contributions in full to the respective employee benefit funds. The Project Manager or Contractor will obtain this verification in writing from the Contractor or sup-contractor prior to making any payment to a Contractor or sub-contractor.

D. Should any Contactor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the sub-contractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the sub-contractor such disputed amount from the next advance, or installment payment for work performed until the dispute has been resolved.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORKDAY

A. The standard work week shall consist of forty (40) hours of work at straight time rates per one of the following schedules:
   1. Five Day Work Week: Monday-Friday, 5 days, 8 hours plus ½ hour unpaid lunch period each day.
   2. Four Day Work Week: Monday-Thursday, 4 Days, 10 hours plus ½ hour unpaid lunch period each day.

B. The Day Shift shall commence between the hours of 6:00 am and 9:00am and shall end between the hours of 2:30 pm and 7:30 pm. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor.

C. Scheduling: The Contactor shall have the option of scheduling either a five-day work week, or a four-day work week (when mutually agreed upon on a craft-by-craft basis). The Contractor shall also have the option to set the work day hours consistent with Project requirements, the Project schedule, and minimization of interference with site operations traffic flow. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of Project work on a regularly scheduled work day, the Contractor may, with mutual agreement of the Local Union on a craft-by-craft basis, schedule Friday (where on 4 day 10 hours) during the calendar week in which a workday was lost, at straight time pay; providing the employees involved work a total of 40 hours or less during that work week.

D. Notice: Contractors shall provide not less than five (5) days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in Article 12 Section 1 above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

A. Flexible Schedules: Scheduling of shift work shall remain :flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with City operations. It is not necessary to work a day shift in orderto schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the City and must be scheduled with no less than five (5) work days notice to the Local Union.

B. Second Shift: The second shift (starting between 2 pm and 8 pm) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a ½ hour unpaid lunch period.

C. Flexible Starting Times: Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

D. Four Tens: When working a four-day work week, the standard work day shall consist of ten (10) hours work for ten (10) hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. This provision is applicable to night shifts only, and such night shifts are subject to the shift differential in paragraph B above.

E. It is agreed that when project circumstances require a deviation from the above shifts, the involved Unions and Contractors shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION E. HOLIDAYS

A. Schedule: There shall be eight (8) recognized holidays on the Project:

New Year's Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Work shall be scheduled on Good Friday pursuant to the craft's Schedule A.

All of the above holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. Payment: Regular holiday pay, if any, and/or premium pay for work performed on such

a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity: No holidays other than those listed in Section 4.A above, shall be recognized nor observed except in Presidential Election years when Election Day is a recognized holiday.

SECTION 5. REPORTING PAY

A. Employees who report to work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A.

B. When an employee, who has completed his/her scheduled shift and left the Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A.

C. When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement and except where an applicable Schedule A requires a full weeks pay for forepersons.

SECTION 6. PAYMENT OF WAGES

A. Payday: Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 AM on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than three (3) days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination: Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay. The same rules will apply in the case that the Construction Manager determines that a part or all of the Project work must be suspended if considered necessary for the protection of life and/or safety of employees or others.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as the employee is able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than ½ hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilized apprentices and such other appropriate classifications as are contained

in the applicable Schedule A in a ratio not to exceed 25% (twenty-five percent) of work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provide for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agreeto work in close cooperation with, and accept monitoring by, the New Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged individuals are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% (fifty percent) of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with the Contractor request for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other safety requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the PM for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors, City, Architect and Project Manager retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any

manner prohibited by law or regulation. It is recognized that special procedures may be established by the Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

The City, the Project Manager and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this Agreement. These rules will be explained at the pre-job conference and posted atthe Project site and may be amended thereafter as necessary. Failure of an employee to observethese rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employeedisciplined or discharge for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES

The welding/cutting torch and chain fall are tools of the particular trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule A limited to travel expenses.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned

functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

The City, Contractors and the Unions will cooperate in seeking any New Jersey Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and/or awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts tobe let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the Contractors' bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and/or awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the City, the Architect, the Project Manager, nor any Contractor, nor any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to

signatory Contractors and signatory Unions.

ARTICLE 18 - HELMETS TO HARDHATS

SECTION 1. UTILIZE THE CENTER FOR MILITARY RECRUITMENT

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2. CREATION OF AN INTEGRATED DATABASE OF INTERESTED VETERANS

The Unions and **Employers** agree to coordinate with the **Center** to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. The collective bargaining agreements attached as Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are set forth in Schedule A notify the Contractors in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into any Schedule A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A collective bargaining agreement of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there by any lock-out on the Project affect a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the 15th day of DECEMBER 2021.

SIGNATORIES:

CITY OF ATLANTIC

Authorized Signature

Marty Small, Sr.
Print Name

Paula Geletei
Paula Geletei
City Clerk

Matthew D. Sykes, Assistant City Solicitor
The within Agreement approved as to form and execution.

SOUTH JERSEY BUILDING AND CONSTRUCTION TRADES COUNCIL

Michael Laughlin
Authorized Signature

Michael Laughlin
Print Name

INDIVIDUAL UNIONS

Asbestos Workers Local 89
Boilermakers Local 28
Cement Mason Local 592
Elevator Constructors Local 5
IBEW Local 351
Laborers Local 172
Laborers Local 78
Painters District Council 711
Roofers & Waterproofers Local 30
Sheet Metal Workers Local 27
Tapers Local 1976
Tile, Marble & Terrazzo- BAC Local 7
BAC Local 5
Carpenters Local 255
Dockbuilders Local 441
Glaziers Local 252
Ironworkers Local 399
Laborers Local 77
Operating Engineers Local 825
Plumbers & Fitters Local 322
Sheet Metal Workers Local 19 (Signs)
Sprinkler Fitters Local 669
Teamsters Local 331

INDIVIDUAL UNIONS

Asbestos Workers Local 89

BAC Local 5

Boilermakers Local 28

Carpenters Local 255

Cement Mason Local 592

Dockbuilders Local ~~441~~ 474

Elevator Constructors Local 5

Glaziers Local 252

IBEW Local 351

Ironworkers Local 399

Laborers Local 172

Laborers Local 77

N A

Laborers Local 78

Operating Engineers Local 825

Painters District Council 711

Plumbers & Fitters Local 322

Roofers & Waterproofers Local 30

Sheet Metal Workers Local 19 (Signs)

Sheet Metal Workers Local 27

Sprinkler Fitters Local 669

Tapers Local 1976

Teamsters Local 331

Tile, Marble & Terrazzo- BAC Local 7

Resolution of the City of Atlantic City

No. 638

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

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Paul Jerkins, Director of Public Works

Prepared by City Solicitor's Office

Council Members RANDOLPH, KURTZ, MORSHED & ZIA present the following Resolution:

RESOLUTION TO AWARD A CONTRACT TO MOUNT CONSTRUCTION COMPANY, INC., FOR LOWER CHELSEA BULKHEAD IMPROVEMENTS IN THE AMOUNT OF $6,529,675.00

BE IT RESOLVED by the City Council that the bid of **MOUNT CONSTRUCTION COMPANY, INC.,** located at 427 S. White Horse Pike, Berlin, New Jersey 08009, received and publicly opened and read at a meeting of the Purchasing Board held on November 9, 2021 for the **REPLACEMENT AND CONSTRUCTION OF NEW BULKHEADS ALONG THE BAY AREA ADJOINING SUNSET AVENUE IN THE LOWER CHELSEA NEIGHBORHOOD OF THE CITY FOR RESILIENCY AND FUTURE FLOOD PROTECTION** for a total delivered sum of **SIX MILLION FIVE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS ($6,529,675.00),** be and the said bid is hereby ACCEPTED; said Corporation being the lowest responsible bidder for the undertaking; and

BE IT FURTHER RESOLVED that authority is hereby given to the Mayor to execute and the City Clerk to attest an agreement, to be entered between the City of Atlantic City and **MOUNT CONSTRUCTION COMPANY, INC.,** for the hereinabove undertaking, in strict compliance with the Advertisement, Proposal Form, and the Specifications and Instructions to bidders therefore, and the required accompanying performance bond to be approved as to form and execution by the City Solicitor; and

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-02-41-731-A20-922 to satisfy the aforesaid award of contract and pursuant to State approval.

kc January 5, 2022 4:10 PM

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.
DELGADO	X						MORSHED	X					X
DUNSTON	X						RANDOLPH	X				X	
FAUNTLEROY							SHABAZZ	X					
KURTZ	X						ZIA	X					
							TIBBITT, 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: DECEMBER 21, 2021

Paula Geletei

/s/ Paula Geletei, City Clerk

The within bond issued by
Liberty Mutual Insurance Co.
is hereby approved as surety
for the faithful performance of
the contract attached.

Solicitor

Date 1/26/22