A-700

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 **RICHARD E. PIERSON CONSTRUCTION CO., INC.** with offices located at 426 Swedesboro Road, Pilesgrove, New Jersey 08098, hereinafter called **"CONTRACTOR"**, pursuant to Resolution No. 734 adopted by the Council of the **CITY** on November 22, 2022 a copy of which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, there exists a need for **BALTIC AVENUE DRAINAGE CANAL IMPROVEMENTS – ATLANTIC AVENUE PHASE 2;** 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 **RICHARD E. PIERSON 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 **RICHARD E. PIERSON CONSTRUCTION CO., INC.**

SECTION TWO
SCOPE OF WORK

CONTRACTOR will furnish and deliver the following as described: **BALTIC AVENUE DRAINAGE CANAL IMPROVEMENTS – ATLANTIC AVENUE PHASE 2,** as required by the

attached specifications and herein below described Proposal of the **CONTRACTOR**, and the **CONTRACTOR** is 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 **BALTIC AVENUE DRAINAGE CANAL IMPROVEMENTS – ATLANTIC AVENUE PHASE 2** for a total delivered sum not to exceed **SIXTEEN MILLION SIX HUNDRED FIFTY THOUSAND SIX HUNDRED THIRTY-ONE DOLLARS ($16,650,631.00).**

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 on September 27, 2022, 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 contract shall be for a period of **One (1) year** from the date of Mayor's signature.

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: _____
Marty Small, Sr., Mayor

Date: 12-20-22

ATTEST:

By: _____
Asst Secretary
Cheri M DuBois

RICHARD E. PIERSON CONSTRUCTION CO., INC.

BY: _____
President

The within Agreement approved as to form and execution.

Date: 12/19/2022

By: _____
Karl Timbers, Esq.
Assistant City Solicitor

STATE OF New Jersey)

) ss.

COUNTY OF Salem)

I CERTIFY that on December 14, 2022, Chern M DuBois, 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 Richard E Pierson Construction Co Inc (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

December 14, 2022

Secretary or Asst. Secretary
Chern M DuBois

Notary Public of New Jersey
(Seal attached)

PENNY M. STUBBS
NOTARY PUBLIC OF NEW JERSEY
Commission # 50011369
My Commission Expires 3/6/2025

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: Richard E Aeben Construction Co Inc

Name: Cherri M DuBois

Title: Asst Secretary

Signature: Cherri M DuBois

Date: December 14 2022

Resolution of the City of Atlantic City

No. 734

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

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Uzo Ahiarakwe, PE /s/ City Engineer

Prepared by City Solicitor's Office

Council Member ZIA presents the following Resolution:

RESOLUTION TO AWARD A CONTRACT TO RICHARD E. PIERSON CONSTRUCTION CO., INC. FOR THE BALTIC AVENUE DRAINAGE CANAL IMPROVEMENTS – ATLANTIC AVENUE PHASE 2 IN THE AMOUNT OF SIXTEEN MILLION SIX HUNDRED FIFTY THOUSAND SIX HUNDRED THIRTY-ONE DOLLARS ($16,650,631.00)

BE IT RESOLVED by the City Council that the bid of **RICHARD E. PIERSON CONSTRUCTION CO., INC.** a company of the State of New Jersey, with offices located at P.O. Box 430, Woodstown, NJ 08098, received and publicly opened and read at a meeting of the Purchasing Board held on September 20, 2022 for the **BALTIC AVENUE DRAINAGE CANAL IMPROVEMENTS – ATLANTIC AVENUE PHASE 2** for a total sum of **SIXTEEN MILLION SIX HUNDRED FIFTY THOUSAND SIX HUNDRED THIRTY-ONE DOLLARS ($16,650,631.00)** 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 into between the **CITY OF ATLANTIC CITY** and **RICHARD E. PIERSON CONSTRUCTION CO., INC.** or 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 Nos. G-02-41-838-015-935 ($7,150,000.00), G-02-41-839-020-935 ($2,450,000.00), G-02-41-889-B22-935 ($400,000.00), G-02-41-838-022-935 ($3,158,000.00), and G-02-41-103-022-AR5 ($3,500,000.00) to satisfy the aforesaid award of contract.

BE IT FURTHER RESOLVED that the aforesaid bidder was the lowest responsible bidder.

kc December 5, 2022 11:58 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DUNSTON	X						RANDOLPH	X					
KURTZ	X						SHABAZZ	X				X	
MARSHALL	X						WEEKES	X					
MORSHED	X					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: NOVEMBER 22, 2022

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 12/19/2022