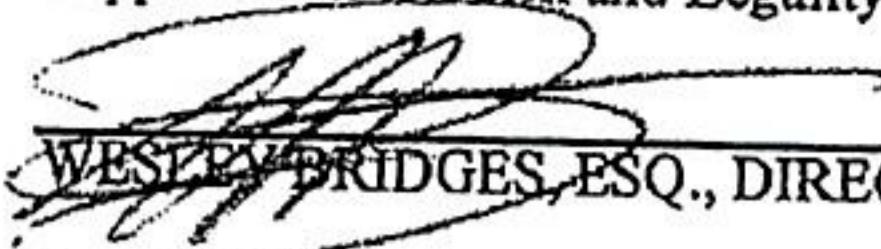


RESOLUTION

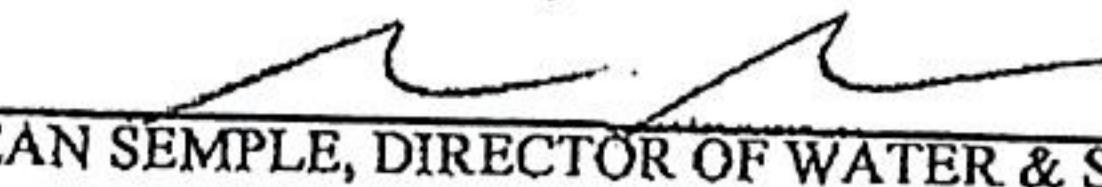
No. 25-219

Date of Adoption JUN 03 2025

Approved as to Form and Legality


WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by


SEAN SEMPLE, DIRECTOR OF WATER & SEWER

Councilman /woman

presents the following Resolution:

SPONSORED BY:

RESOLUTION EXERCISING THE OPTION TO EXTEND THE CONTRACT TO MUNICIPAL MAINTENANCE COMPANY FOR EMERGENCY PUMP REPAIR SERVICES ON AN AS NEEDED BASIS FOR THE DEPARTMENT OF WATER AND SEWER, TRENTON WATER WORKS, WATER FILTRATION PLANT FOR AN ADDITIONAL ONE (1) YEAR FROM JULY 12, 2025, TO JULY 11, 2026, IN AN AMOUNT NOT TO EXCEED \$188,000.00 - BID2024-30

WHEREAS, on July 11, 2024, Resolution No. 24-294 awarded a contract to Municipal Maintenance Company, 1352 Taylor's Lane, Cinnaminson, New Jersey 08077 for Emergency Pump Repair Services on an as needed basis in an amount not to exceed \$188,000.00 for a period of one (1) year with an option to extend the contract for an additional one (1) year in an amount not to exceed \$188,000.00 for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 provides that service contracts may be extended for no more than (1) one two-year or (2) two one-year extensions; and

WHEREAS, The City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant, has determined that Municipal Maintenance Company, 1352 Taylor's Lane, Cinnaminson, New Jersey 08077 has provided Emergency Pump Repair Services on an as needed basis for the City of Trenton in a satisfactory manner, and it is in the best interest of the city to exercise the option to extend the contract for an additional one (1) year from July 12, 2025, to July 11, 2026; and

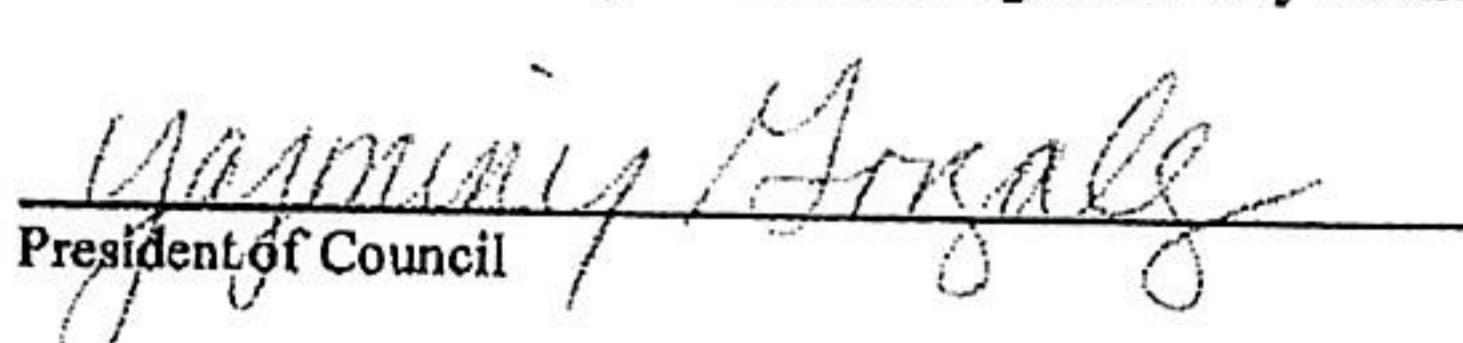
WHEREAS, funds in an amount not to exceed \$188,000.00 have been certified to be available in the following account number: 05-05-55-5506-813-014. The City of Trenton shall exercise the option to extend this contract from July 12, 2025, to July 11, 2026.

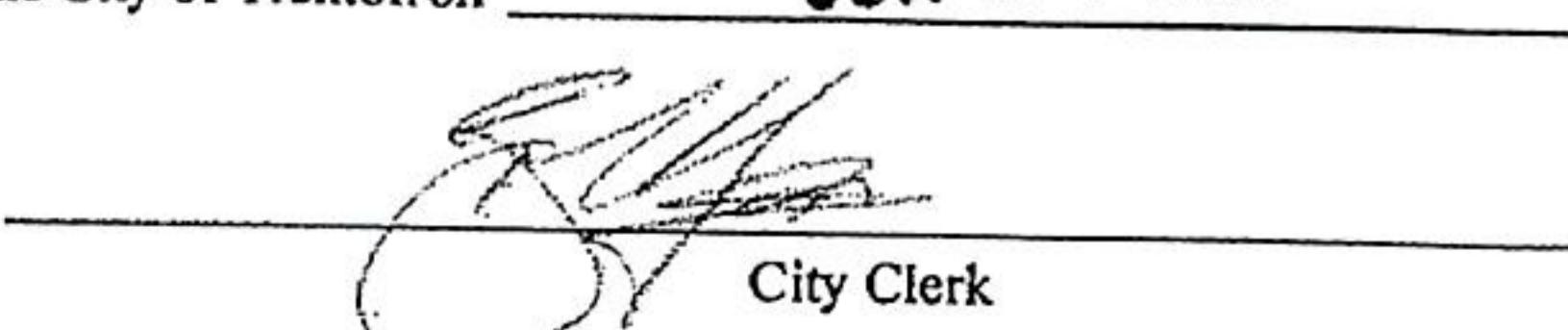
NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to exercise the option to extend the contract for an additional one (1) year from July 12, 2025, to July 11, 2026, awarded to Municipal Maintenance Company, 1352 Taylor's Lane, Cinnaminson, New Jersey 08077 for Emergency Pump Repair Services on an as needed basis for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant for the said purpose in the manner prescribed by law.

MOTION: <i>Feliciano</i>						SECOND: <i>Frisby</i>											
	Aye	Nay	Abstain	Absent			Aye	Nay	Abstain	Absent							
EDWARDS	✓				FRISBY		✓				GONZALEZ		✓				
FELICIANO	✓				HARRISON					✓			✓				
FIGUEROA KETTENBURG	✓				WILLIAMS		✓										

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

JUN 04 2025


President of Council


City Clerk

PURCHASING

RESOLUTION # 25-219
EXERCISING THE OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR
WITH MUNICIPAL MAINTENANCE COMPANY FOR EMERGENCY PUMP REPAIR SERVICES ON AN AS NEEDED BASIS FOR THE
DEPARTMENT OF WATER AND SEWER, WATER FILTRATION PLANT FROM JULY 12, 2025 TO JULY 11, 2026
BID2024-30

THE AGREEMENT made this 4th day of JUNE 2025, by and between the CITY OF TRENTON, a municipal corporation, of the State of New Jersey, with principal offices located at 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 (hereinafter the "City") and MUNICIPAL MAINTENANCE COMPANY, 1352 TAYLOR'S LANE, CINNAMINSON, NEW JERSEY 08077 (hereinafter "CONTRACTOR")

WHEREAS, on July 11, 2024, Resolution No. 24-294 awarded a contract to Municipal Maintenance Company, 1352 Taylor's Lane, Cinnaminson, New Jersey 08077 for Emergency Pump Repair Services on an as needed basis in an amount not to exceed \$188,000.00 for a period of one (1) year with an option to extend the contract for an additional one (1) year in an amount not to exceed \$188,000.00 for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 provides that service contracts may be extended for no more than (1) one two-year or (2) two one-year extensions; and

WHEREAS, The City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant, has determined Municipal Maintenance Company, 1352 Taylor's Lane, Cinnaminson, New Jersey 08077 has performed Emergency Pump Repair Services on an as needed basis in a satisfactory manner and it is in the best interest of the city to exercise the option to extend the contract for an additional one (1) year from July 12, 2025 to July 11, 2026; and

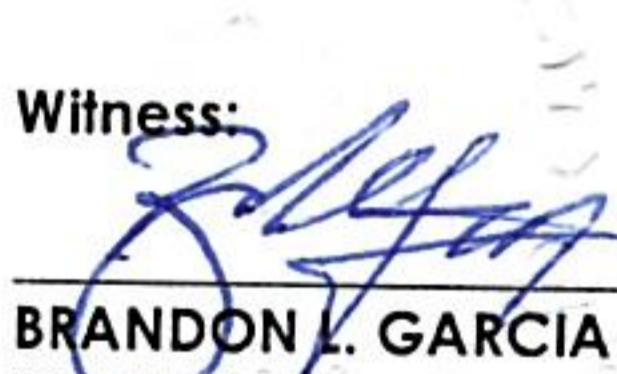
WHEREAS, funds in the amount not to exceed \$188,000.00 to exercise the option to extend the contract for an additional one (1) year. The City of Trenton shall award this contract from July 12, 2025 to July 11, 2026.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor hereby authorized to exercise the option to extend the contract for an additional one (1) year from July 12, 2025 to July 11, 2026 Municipal Maintenance Company, 1352 Taylor's Lane, Cinnaminson, New Jersey 08077 in amount not to exceed \$188,000.00 for Emergency Pump Repair Services on an as needed basis for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant for the said purposes in the manner prescribed by law.

IN WITNESS WHEREOF, the parties have hereunto set their bands and seals the day and year first above written.

ATTEST:

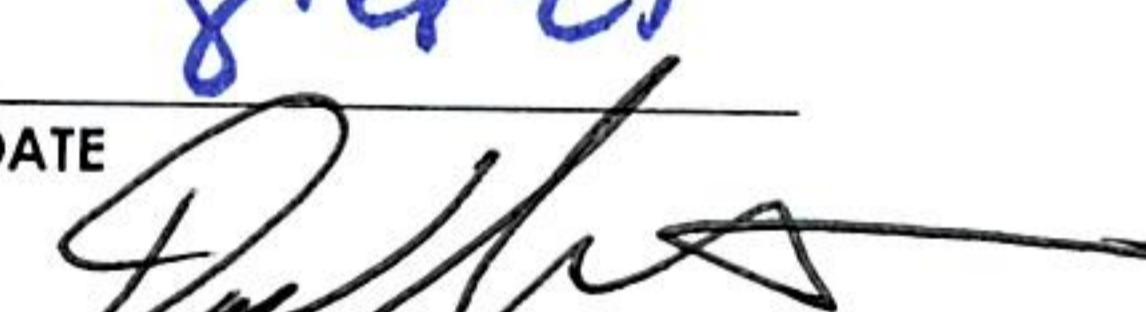
Witness:


BRANDON L. GARCIA
MUNICIPAL CLERK

7/28/25
DATE

CITY OF TRENTON


W. REED GUSCIORA, MAYOR

8/28/25
DATE

MUNICIPAL MAINTENANCE COMPANY
1352 TAYLOR'S LANE
CINNAMINSON, NEW JERSEY 08077

**EMERGENCY PUMP REPAIR SERVICES
FOR THE
TRENTON WATER WORKS
CY 2025 PROPOSAL**

OPTION TO EXTEND THE CONTRACT FOR ONE (1) ADDITIONAL YEAR

I (We) hereby certify that I (we) have read the Contract together with the specifications attached hereto and have also examined the site of work and fully understand the meaning of them, and if awarded the Contract, hereby agree that I (We) will comply with all the terms, covenants and agreements set forth therein.

I (We) agree to receive as full compensation for furnishing the services called for under these specifications, complete and finished in every detail and in full accordance with the specifications, which are hereby made part and parcel of the Proposal, the following sums:

Description	Unit/Per hour price	Number of hours	Total
General Maintenance & Repair Work	\$ 110.00	500 hours	\$ 55,000.00
Emergency Work (7:30AM to 3:30 PM, Monday through Friday excluding Municipal Holidays)	\$ 110.00	200 hours	\$ 22,000.00
Emergency Work (times other than the above)	\$ 110.00	100 hours	\$ 11,000.00
Parts Allowance (Fixed)			\$100,000.00
		Grand Total	188,000.00

Respectfully Submitted:
municipal maintenance co.

(Company)

(Signature)

Sean Butler
(Person to Contact)

856-786-9434

(Telephone number)

Check list:

- Site visit
- Experiences & References (documentation)
- Documentation of at least one professional electrical engineer certified in power responsible for the contract. Include copy of NJ PE certificate.
- Copies of Certificates & letter from pump manufacturer.
- Document the ability of personnel to respond within 1 hour

Municipal Maintenance Company

Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 TAYLORS LANE
CINNAMINSON, NEW JERSEY 08077
(856) 786-9434 • FAX: (856) 786-0642

4/2/25

Taya Brown-Humphrey
City of Trenton
Route 29 South
Trenton, NJ 08604

RE: BID 2024-30 Emergency Pump Repair

Dear Ms. Brown-Humphrey,

This letter shall serve as formal notification that Municipal Maintenance Co. would like to exercise the renewal option for a 2nd year at the proposed pricing listed in BID2024-30 under CY 2025. Total Amount \$188,000.00

Sincerely,



David Guertler
Vice President
Municipal Maintenance Co.
1352 Taylors Lane
Cinnaminson NJ 08077

LARGE ENOUGH TO ACCOMMODATE • SMALL ENOUGH TO APPRECIATE
ELECTRICAL CONTRACTOR LICENSE #1651200

RESOLUTION

No.

24-294

Date of Adoption

JUL 11 2024

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Councilman /woman

SPONSORED BY:

Factual content certified by

SEAN SEMPLE, DIRECTOR OF WATER AND SEWER

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO
MUNICIPAL MAINTENANCE COMPANY FOR EMERGENCY PUMP REPAIR SERVICES ON AN
AS NEED BASIS FOR THE TRENTON WATER WORKS, WATER FILTRATION PLANT FOR A
PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD WITH AN OPTION TO EXTEND FOR
ONE (1) ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED \$188,000.00-BID2024-30**

WHEREAS, one (1) sealed bid was received in the Division of Purchasing on May 15th, 2024, at 11:00am, by the Purchasing Agent for Emergency Pump Repair Services on an as needed basis for the City of Trenton, Department of Water & Sewer, Trenton Water Works, Water Filtration Plant for a period of one (1) year from the date of award with an option to extend the contract for one (1) additional year; and

WHEREAS, the sole bidder, Municipal Maintenance Company, 1352 Taylors Lane, Cinnaminson, NJ 08077, is made pursuant to advertisement, be and is hereby accepted, as the sole, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$188,000.00 have been certified to be available in the following account number: CY'2024 4-05- -55-5506-813-014. This contract shall be awarded for a period of one (1) year from the date of award; with an option to extend the contract for an additional one (1) year in an amount not to exceed \$188,000.00 contingent upon the temporary and final adoption of CY'2025 budget.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Municipal Maintenance Company, 1352 Taylors Lane, Cinnaminson, NJ 08077 for Emergency Pump Repair Services on an as needed basis for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant for the said purposes in the manner prescribed by law.

MOTION:					SECOND:									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓				FELICIANO				
FIGUEROA KETTENBURG	✓				HARRISON	✓								
FRISBY	✓				WILLIAMS	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

Outstndng

President of Council

A G R E E M E N T
C I T Y O F T R E N T O N , N E W J E R S E Y
B I D 2 0 2 4 - 3 0
R E S . N O . 2 4 - 2 9 4

AWARDED TO MUNICIPAL MAINTENANCE COMPANY

This Agreement, entered into this 12th Day of July, 2024 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **MUNICIPAL MAINTENANCE COMPANY, 1352 TAYLORS LANE, CINNAMINSON, NEW JERSEY 08077** (Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$188,000.00 FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND CONTRACT FOR AN ADDITIONAL ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED \$188,000.00**.

FIRST, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**R E S O L U T I O N A C C E P T I N G A B I D A N D A W A R D I N G A C O N T R A C T T O
M U N I C I P A L M A I N T E N A N C E C O M P A N Y F O R E M E R G E N C Y P U M P R E P A R
S E R V I C E S O N A N A S N E E D B A S I S F O R T H E T R E N T O N W A T E R W O R K S , W A T E R
F I L T R A T I O N P L A N T F O R A P E R I O D O F O N E (1) Y E A R F R O M T H E D A T E O F
A W A R D W I T H A N O P T I O N T O E X T E N D F O R O N E (1) A D D I T I O N A L Y E A R I N A N
A M O U N T N O T T O E X C E E D \$188,000.00-BID2024-30**

B. The contract shall submit with contracts with the following:

U P D A T E D C E R T I F I C A T E O F I N S U R A N C E W I T H S I G N E D C O N T R A C T S

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered, and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor

and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this provision shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels hereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. 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. 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, gender identity or expression, affectional or sexual orientation, disability, nationality 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union

or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. THE CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest: 
Brandon L. Garcia, RMC
Municipal Clerk

10/9/2024

Date


W. Reed Gusciora, Esq. Mayor

10.2.24

Date

and

MUNICIPAL MAINTENANCE COMPANY, 1352 TAYLORS LANE, CINNAMINSON, NEW JERSEY 08077

CONTRACTOR SIGNATURE

DATE

Attest:


Stephen Guntl
Secretary


Daniel Guntl
President

8/26/24

Date