

**AGREEMENT
CITY OF TRENTON, NEW JERSEY**

**BID2023-19
RES. NO. 23-268
AWARDED TO**

**GARY KUBIAK AND SONS ELECTRIC INC., FOR ON-CALL ELECTRICAL SERVICES AND
REPAIRS AT VARIOUS CITY OF TRENTON FACILITIES FOR THE DEPARTMENT OF PUBLIC
WORKS**

This Agreement, entered into this 14TH Day of JUNE 2023 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **GARY KUBIAK AND SONS ELECTRIC INC., 12 SHARON ROAD, ROBBINSVILLE, NEW JERSEY 08691** (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 \$40,000.00 for a period of one (1) year from CY2023 June- December(\$20,000.00) and CY2024 January-May(\$20,000.00) with an option to extend two (2) one (1) year extension;**

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:

**RESOLUTION ACCEPTING A BID AND AWARDING CONTRACTS TO MULTIPLE VENDORS FOR
ON-CALL ELECTRICAL SERVICES AND REPAIRS AT VARIOUS CITY OF TRENTON FACILITIES
FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND TWO
(2) ONE (1) YEAR EXTENSIONS IN AN AMOUNT NOT TO EXCEED \$60,000.00
BID 2023-19**

B. The contract shall submit with contracts with the following:
UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS

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 covenant 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 thereof. 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. 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. 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)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

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


W. Reed Gusclora, Esq. Mayor

Date

8/22/23

Date

8.14.23

and

GARY KUBIAK AND SONS ELECTRIC INC., 12 SHARON ROAD, ROBBINSVILLE, NEW JERSEY 08691

Attest:


Secretary


V. President, **Michael Dentici**

Date

07/28/2023

RESOLUTION

No. **23-268**Date of Adoption **JUN 13 2023**

Approved as to Form and Legality

Factual content certified by

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

WAHAB ONITIRI, DIRECTOR OF PUBLIC WORKS

Councilman /woman

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING CONTRACTS TO
MULTIPLE VENDORS FOR ON-CALL ELECTRICAL SERVICES AND REPAIRS
AT VARIOUS CITY OF TRENTON FACILITIES FOR A PERIOD OF ONE (1)
YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND TWO (2) ONE
(1) YEAR EXTENSIONS IN AN AMOUNT NOT TO EXCEED \$60,000.00
BID 2023-19**

WHEREAS, five (5) sealed bids were received in the Division of Purchasing on March 15, 2023 at 11:00am, by the Purchasing Agent for On-Call Electrical Services and Repairs at Various City of Trenton Facilities for a period of one (1) year with an option to extend two (2) one (1) year contract extensions for the City of Trenton, Department of Public Works; 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 bids of Starling Electric LLC., 865 Lower Ferry Road, #115, Ewing, New Jersey 08628 and Gary Kubiak and Sons Electric, Inc., 12 Sharon Road, Robbinsville, New Jersey 08691 made pursuant to advertisement, be and are hereby accepted, as the responsive, responsible bidders complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$60,000.00 have been certified to be available in the following account numbers: CY'2023 3-01- -55-5530-280 – June 1, 2023 to December 31, 2023 (\$30,000.00); and CY'2024 4-01- -55-5530-280 – January 1, 2024 to May 31, 2024 (\$30,000.00); with an option to extend two (2) one (1) year contract periods.

NOW, THEREFORE, IT IS RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute contracts with Starling Electric, LLC 865 Lower Ferry Road, #115, Ewing, New Jersey 08628 and Gary Kubiak and Sons Electric Inc., 12 Sharon Road, Robbinsville, New Jersey 08691 in an amount not to exceed \$60,000.00 per vendor for On-Call Electrical Services and Repairs at Various City of Trenton Facilities for a period of one (1) year with an option to extend two (2) one (1) year contract extensions for the City of Trenton, Department of Public Works; for the said purposes in the manner prescribed by law.

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

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

JUN 13 2023

President of Council

City Clerk

**CITY OF TRENTON
DEPARTMENT OF PUBLIC WORKS
DIVISION OF PUBLIC PROPERTY
SPECIFICATIONS FOR ON-CALL ELECTRICAL SERVICE, ELECTRICAL IMPROVEMENTS,
AND REPAIR AT VARIOUS FACILITIES FOR A PERIOD OF ONE YEAR
WITH THE OPTION TO EXTEND TWO (2) ONE (1) YEAR OPTIONS**

1. General

The City of Trenton is soliciting sealed bids for Licensed Electrical Contractors to provide service on an on-call basis and for various electrical improvements and repairs in accordance with the specifications contained in this bid document. This contract is for City of Trenton Facilities and Buildings and shall include but not be limited to buildings, recreation/outdoor facilities, recreation field lighting systems, and scoreboards. **SUB-CONTRACTING IS NOT PERMITTED.**

2. Scope of Work

The Contractor shall provide all labor, materials, equipment, supervision and supplies necessary to furnish and install electrical services; change current lighting to LED, perform electrical repairs; and inspect electrical components for the purpose of diagnosing and repairing electrical systems in city buildings, facilities, etc. In addition, the Contractor may be required to provide technical knowledge and guidance to solve electrical problems that occur. All work shall be fully guaranteed. Any work performed shall be scheduled in advance and approved by the City of Trenton Representative.

3. Request for Services

Upon the request of the City, the selected contractor will provide quotes for necessary work. All quotes include the following: employee title(s), labor rate, quantity of workers, hours worked, intended use of apprentices or helpers, materials list, and wholesale cost.

4. Materials

The City will pay only for materials that have been authorized and used. Total cost shall not exceed a 12% upcharge. Only new systems, parts, and supplies are acceptable. A copy of the supplier's invoice verifying the contractor's cost shall accompany

all requests for payment of materials and supplies. Purchases should be made at the most favorable rate available to the contractor. Handling costs must be reflected on the contractors' invoice which must be attached to the supplier's invoice. The City will audit invoices during the contract period.

5. Work Schedule

- a. Regular business hours shall be Monday through Friday 7:00 am to 5:00 pm.
- b. Overtime hours include services rendered between the hours of 5:01 pm and 6:59 am on weekdays, Saturdays, Sundays and legal holidays. Legal holidays recognized by the City are as follows:

New Year's Day	January 2
Martin Luther King Jr. Day	January 16
Presidents Day	February 20
Good Friday	April 7
Memorial Day	May 29
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	September 4
Veterans Day	November 10
Thanksgiving Day	November 23
Day after Thanksgiving Day	November 24
Christmas Day	December 25
Day after Christmas Day	December 26

- c. The City shall not pay the awarded Contractor more than 1.5 x of the hourly rate stated in the bid proposal for approved work performed after hours and holidays.
- d. The Contractor shall agree to respond to emergency calls twenty-four (24) hours per day, seven (7) days a week and within thirty (30) minutes. The Contractor shall provide two (2) contact telephone numbers for their designees, who will respond to the city's call should a problem arise, or in case of an emergency.
- e. The city does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked. The labor charge should include all associated costs. No additional compensation will be made.

6. Permits, Fee and Codes

The Contractor shall secure all necessary permits and conform to all local, state and national electrical codes. Fees associated with city facilities will be discussed with the City Representative.

7. License

The Contractor shall be a State Licensed Contractor and shall remain active during the length of this contract. Include a copy of New Jersey Contractor's License with submittal.

8. Contractor Performance

The Contractor is expected to provide all work in a safe, professional workmanlike manner in accordance with all applicable City, State and Federal codes and regulations. The contractor shall maintain records detailing the work performed and the contract items utilized.

9. Guarantee

The Contractor shall guarantee, in writing, all labor and materials for a period of one (1) year from the date of completion. Such guarantee shall include all repairs and/or replacement at the contractor's expense. This guarantee shall include any and all defects which may appear in his work, bad judgement decisions, equipment, apparatus, or materials used during that period which arise from defective workmanship, imperfect or inferior materials. Additionally, contractor shall be responsible for work completed after contract period ends, if defect occurs with guarantee period.

10. Qualifications and References

Contractor will be required to have a minimum of five (5) consecutive years' experience in electrical service, installations, and repairs of facility systems. In addition, Contractor shall provide five (5) references with bid proposal.

11. Term of Contract

This contract shall remain in effect for a one (1) year period with an option to extend one (1) year based upon available funding.

12. Frequency Requirements

The frequency of service is unknown.

13. Method of Award

To ensure electrical issues and emergencies are addressed when they arise this contract shall be awarded to the lowest responsive and responsible bidder whose base of operation is within 15 miles of the City of Trenton. Additionally, this contract may be awarded to multiple bidders based upon the lowest hourly labor rate for normal business hours and ability to meet requirements of this bid contract.

**BID PROPOSAL FORM
MUST BE COMPLETED BY THE PROPOSER**

We the undersigned propose to provide electrical services for various City of Trenton facilities for a period of one (1) year with the option to extend two (2) one (1) year periods pursuant to the specifications and requirements and made part hereof:

YEAR ONE

LICENSED ELECTRICIAN

HOURLY RATE:

\$ 92.11

**LICENSED ELECTRICIAN OVERTIME RATE
(NOT TO EXCEED 1.5%)**

\$ 138.16

OPTION TO EXTEND

YEAR TWO

LICENSED ELECTRICIAN

HOURLY RATE:

\$ 92.11

OPTION TO EXTEND

YEAR THREE

LICENSED ELECTRICIAN

HOURLY RATE:

\$ 92.11

**LICENSED ELECTRICIAN OVERTIME RATE
(NOT TO EXCEED 1.5%)**

\$ 138.16


(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of
New Jersey having its principal office at 12 Sharon Road, Robbinsville, NJ 08691

COMPANY Gary Kubiak & Son Electric, Inc.

ADDRESS 12 Sharon Road

ADDRESS Robbinsville, NJ 08691

FED. ID # 22-3009633

NAME Michael Dentici

TELEPHONE (609) 259-8600

**BID2023-19 ON-CALL ELECTRICAL SERVICE, ELECTRICAL IMPROVEMENTS, AND REPAIR AT VARIOUS FACILITIES –
BID OPENING DATE 3-15-2023 AT 11:00AM**