

AN ORDINANCE TO AUTHORIZE AND APPROVE THREE ONE-YEAR EXTENSIONS OF AMENDED CONTRACT 22002WDPS (PUMP, VALVE AND MISCELLANEOUS MECHANICAL EQUIPMENT MAINTENANCE SERVICES) BETWEEN THE CITY OF WILMINGTON AND MUNICIPAL MAINTENANCE COMPANY

#0427

Sponsor:

**Council
Member
Oliver**

Co-Sponsor:

**Council
Member
White**

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City publicly advertised a request for proposals for Contract 22002WDPS “Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services” (the “Contract”), and subsequently awarded the Contract, a copy of which is attached as Exhibit A to Ordinance No. 22-008, to Municipal Maintenance Company, the vendor that submitted the highest ranked proposal; and

WHEREAS, the term of the Contract is for the period from July 1, 2021 through June 30, 2022, with the possibility of two (2) extensions of one (1) year thereafter, which extensions were approved by City Council via Ordinance No. 22-008; and

WHEREAS, the City would like to have the option to further extend the Contract for three (3) additional one-year periods on the terms and conditions set forth in the Extension of Amended Contract 22002WDPS (Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services) (the “Extension”), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, the estimated price of per extension is Nine Hundred Eighty-Two Thousand One Hundred Fifty Dollars (\$982,150.00), with the possibility of a price adjustment for the second and third extensions not to exceed the Consumer Price Index -

Urban (CPI-U) for all urban consumers for all items in the Philadelphia/Camden/Wilmington Metropolitan Area for the prior year, at the option of the City (the “CPI Increase”); and

WHEREAS, it is the recommendation of the Department of Public Works that City Council authorize the City to enter into the options to extend the Contract for three (3) additional periods of one (1) year; and

WHEREAS, City Council deems it necessary and appropriate to authorize the City to exercise the options to extend the Contract for three (3) additional periods of one (1) year.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The three (3) one-year extension options to the Contract (being Contract 22002WDPS “Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services” between the City of Wilmington and Municipal Maintenance Company) as set forth in the Extension, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, at an estimated price per extension of Nine Hundred Eighty-Two Thousand One Hundred Fifty Dollars (\$982,150.00) plus the potential CPI Increase for the second and third extensions, are hereby approved, and the Mayor, or his designee, is hereby authorized to exercise the City’s options, as well as to take all additional undertakings related thereto as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading.....May 2, 2024
Second Reading.....May 2, 2024
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2024.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise three (3) one-year extension options for amended Contract 22002WDPS “Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services” with Municipal Maintenance Company.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is three (3) one-year contract extensions at an estimated price per extension of Nine Hundred Eighty-Two Thousand One Hundred Fifty Dollars (\$982,150.00), with the possibility of a price adjustment for the second and third extensions not to exceed the Consumer Price Index - Urban (CPI-U) for all urban consumers for all items in the Philadelphia/Camden/Wilmington Metropolitan Area for the prior year, at the option of the City.

W0124836

EXHIBIT A

EXTENSION OF AMENDED CONTRACT 22002WDPS

(Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services)

This Extension of Amended Contract 22002WDPS (Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services) (this "Extension") is entered into this ____ day of _____ 2024, to be effective as of July 1, 2024, by and between the City of Wilmington (the "City") and Municipal Maintenance Company (the "Contractor").

RECITALS:

WHEREAS, the City publicly advertised a request for proposals for Contract 22002WDPS (Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services) (the "Contract"), awarded the Contract to the Contractor (the vendor that submitted the highest ranked proposal), and entered into the Contract dated on or about April 26, 2021 with the Contractor;

WHEREAS, the Contract's term is from July 1, 2021 to June 30, 2022, with the possibility of two (2) one-year extensions thereafter;

WHEREAS, the City, with the approval of City Council, exercised both extension options, the second of which will end on June 30, 2024;

WHEREAS, the City and the Contractor have previously entered into three (3) amendments to the Contract dated on or about February 14, 2023, June 5, 2023, and _____, 2024, respectively; and

WHEREAS, the City would like the option to further extend the Contract, as amended by this Extension, for three (3) additional one-year periods.

NOW, THEREFORE, WITNESSETH that the City and the Contractor hereby agree, with the intent to be legally bound, as follows:

1. Recitals. The above recitals are incorporated herein and made a part hereof.
2. Term. The City, in its sole discretion, shall have the option to extend the Contract, as amended by this Extension, for three (3) additional one-year periods (collectively, the "Extension Options") as follows: (i) July 1, 2024 through June 30, 2025 ("Year One"); (ii) July 1, 2025 through June 30, 2026 ("Year Two"); and (iii) July 1, 2026 through June 30, 2027 ("Year Three").
3. Amended Proposal for Pricing. The City hereby agrees to the Contractor's amended proposal for pricing for the Extension Options as set forth on Exhibit A, which is attached to this Extension and incorporated herein.

4. Total Compensation. The total compensation payable by the City to the Contractor shall not exceed the following without the mutual written agreement of the City and the Contractor:
- (i) In Year One - Nine Hundred Eighty-Two Thousand One Hundred Fifty Dollars (\$982,150.00);
 - (ii) In Year Two - Nine Hundred Eighty-Two Thousand One Hundred Fifty Dollars (\$982,150.00) with the possibility of a price adjustment not to exceed the Consumer Price Index - Urban (CPI-U) for all urban consumers for all items in the Philadelphia/Camden/Wilmington Metropolitan Area for the prior year, at the option of the City (the “Year Two Total”); and
 - (iii) In Year Three - the Year Two Total with the possibility of a price adjustment not to exceed the Consumer Price Index - Urban (CPI-U) for all urban consumers for all items in the Philadelphia/Camden/Wilmington Metropolitan Area for the prior year, at the option of the City.
5. Section 5.1.5. Section 5.1.5 entitled “Subcontracted Services” of the “Scope and Nature of Professional Services to be Provided” portion of the Contract is hereby deleted in its entirety and replaced with the following:

“5.1.5 Subcontracted Services

The Contractor’s proposal will define the types of services that will be conducted by subcontractors, if any services are intended to be subcontracted. The Contractor will be responsible for arranging and managing subcontracted services and will assume full responsibility and liability for the quality of each and every subcontractor’s work. Subcontracted work will be reimbursed according to the hourly rates bid or under a negotiated not-to-exceed cost for a job. Subcontracted services shall comply with the requirements of this RFP. Subcontractors must be approved by the City prior to performing any work. The City may request three (3) quotes for all subcontracted work. The participation of Disadvantaged Business Enterprise (DBE) subcontractors is encouraged. For additional information regarding DBE subcontractors, see (i) Subsection 3, Employment Provisions, in Section III, General Contract Provisions and (ii) Appendix B.

In invoicing the City for any and all subcontracted services, the Contractor shall only charge the City net costs for any subcontractor’s costs. Net cost for subcontractors is the invoice price plus the allowable mark-up. The allowable mark-up for subcontractors shall not exceed ten percent (10%) of the respective subcontractor’s invoiced prices for subcontracted services. In the event that subcontracted services exceed \$100,000 in value for a specific project, the allowable markup shall not exceed five percent (5%) unless otherwise agreed to by the City in writing. Project management fees for the Contractor shall be derived from the five percent (5%)

markup. Invoices to the City including subcontractors shall include copies of the respective subcontractor's invoices showing the invoiced price and hourly rates of the subcontractor. All invoices submitted to the City must also highlight the percentage of the overall contract value that has been paid to DBE firms on a monthly and a contract to date basis."

6. Other Contract Provisions. Except as otherwise expressly modified in this Extension, all other terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Extension on the date first written above.

CITY OF WILMINGTON

WITNESS: _____

By: _____
Vincent R. Carroccia
Deputy Commissioner of Public Works

**MUNICIPAL MAINTENANCE
COMPANY**

WITNESS: _____

By: _____
Name:
Title:

W0124715

EXHIBIT A

Appendix C

PROPOSAL FORM

DATE: 4/1/2024

Proposal 22002 - WDPS

TO: Manager, Division of Procurement
City/County Building – Fifth Floor
800 French Street
Wilmington, DE 19801

FOR: Department of Public Works

Gentlemen:

Having carefully examined the Request for Proposal entitled “Water Distribution System, Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services, Proposal No. 22002 - WDPS”, and having become familiarized with their requirements and having visited the sites of the work and noted all conditions affecting the work, the undersigned hereby proposes to furnish the services described in the Request for Proposal for the following prices:

- | | | |
|---------|--|--------------------|
| ITEM-1: | Annual Inspection, Maintenance, and Record Keeping Services for a twelve month Period - Lump Sum = | <u>\$54,350.00</u> |
| ITEM-2: | Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a lead mechanic in response to specific requests by the City <u>\$115.00</u> per hr. x 200 hrs. = | <u>\$23,000.00</u> |
| ITEM-3: | Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a two-person mechanical crew in response to specific requests by the City <u>\$224.00</u> per hr. x 400 hrs. = | <u>\$89,600.00</u> |
| ITEM-4: | Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for one mechanic in response to specific requests by the City <u>\$78.00</u> per hr. x 100 hrs. = | <u>\$ 7,800.00</u> |

REQUEST FOR PROPOSAL 22002 WDPS

| | | |
|-----------------------------|--|----------------------|
| ITEM-5: | Emergency Services consisting of <u>on-site</u> man hours for a lead mechanic in response to specific requests by the City \$ <u>115.00</u> per hr. x 100 hrs. = | \$ <u>11,500.00</u> |
| ITEM-6: | Emergency Services consisting of <u>on-site</u> man hours for a two person Mechanical crew in response to specific requests by the City \$ <u>224.00</u> per hr. x 200 hrs. = | \$ <u>44,800.00</u> |
| ITEM-7: | Specialized Services consisting of additional equipment and personnel required for confined space entry \$ <u>93.00</u> per hr. x 100 hrs. | \$ <u>9,300.00</u> |
| ITEM-8: | Specialized Services consisting of shop labor off site \$ <u>74.00</u> per hr. x 200 hrs. | \$ <u>14,800.00</u> |
| ITEM-9: | Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a lead mechanic in response to specific requests by the City \$ <u>135.00</u> per hr. x 200 hrs. = | \$ <u>27,000.00</u> |
| ITEM-10 | Equipment, Spare Parts, and Subcontractor Allowance | \$ <u>100,000.00</u> |
| ITEM-11: | Capital Work Allowance for upgrades as directed by the City. | \$ <u>500,000.00</u> |
| ITEM-12: | Diving Work Allowance | \$ <u>50,000.00</u> |
| ITEM-13: | Clarifier/Flocculator Spare Parts Purchases Includes Gear Boxes, Primary Drives and similar equipment. | \$ <u>50,000.00</u> |
| TOTAL OF ITEMS 1 through 13 | | \$ <u>982,150.00</u> |

The BIDDER agrees that all work required under this Contract is covered by the prices stated hereinbefore and that no other payments will be allowed unless mutually agreed upon by the City and the BIDDER in writing.