

**AN ORDINANCE TO AUTHORIZE AND APPROVE THREE ONE-YEAR EXTENSIONS OF AMENDED CONTRACT 22003WDPS (WATER DISTRIBUTION SYSTEM ELECTRICAL EQUIPMENT MANAGEMENT AND MAINTENANCE SERVICES) BETWEEN THE CITY OF WILMINGTON AND WILLIER ELECTRIC MOTOR REPAIR COMPANY, INC.**

**#0428**

**Sponsor:**

**Council  
Member  
Oliver**

**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 22003WDPS (Water Distribution System Electrical Equipment Management and Maintenance Services) (the “Contract”), and subsequently awarded the Contract, a copy of which is attached as Exhibit A to Ordinance No. 22-009, to Willier Electric Motor Repair Company, Inc., 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. 22-009; 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 22003WDPS (Water Distribution System Electrical Equipment Management and 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 One Million One Hundred Seventy-Three Thousand Four Hundred Seventy Dollars (\$1,173,470.00), 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 22003WDPS “Water Distribution System Electrical Equipment Management and Maintenance Services” between the City of Wilmington and Willier Electric Motor Repair Company, Inc.) 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 One Million One Hundred Seventy-Three Thousand Four Hundred Seventy Dollars (\$1,173,470.00) 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 22003WDPS (Water Distribution System Electrical Equipment Management and Maintenance Services) with Willier Electric Motor Repair Company, Inc.

**FISCAL IMPACT STATEMENT:** The fiscal impact of this Ordinance is three (3) one-year contract extensions at an estimated price per extension of One Million One Hundred Seventy-Three Thousand Four Hundred Seventy Dollars (\$1,173,470.00), 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.

W0124838

# **EXHIBIT A**

**EXTENSION OF AMENDED CONTRACT 22003WDPS**

**(Water Distribution System Electrical Equipment Management and Maintenance Services)**

This Extension of Amended Contract 22003WDPS (Water Distribution System Electrical Equipment Management and 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 Willier Electric Motor Repair Company, Inc. (the “Contractor”).

**RECITALS:**

WHEREAS, the City publicly advertised a request for proposals for Contract 22003WDPS (Water Distribution System Electrical Equipment Management and 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 May 11, 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 two (2) amendments to the Contract dated on or about February 14, 2023 \_\_\_\_\_, 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 - One Million One Hundred Seventy-Three Thousand Four Hundred Seventy Dollars (\$1,173,470.00);
  - (ii) In Year Two - One Million One Hundred Seventy-Three Thousand Four Hundred Seventy Dollars (\$1,173,470.00) 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

**WILLIER ELECTRIC MOTOR  
REPAIR COMPANY, INC.**

WITNESS: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

W0124722



# EXHIBIT A

Appendix C

PROPOSAL FORM

DATE: April 1, 2024

Proposal 22003 - 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, Electrical Equipment Management and Maintenance Services, Proposal No. 22003 - 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>\$133,382.50</u>
ITEM-2:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a two-person electrician crew in response to specific requests by the City \$ <u>205.00</u> per hr. x 400 hrs. =	<u>\$82,000.00</u>
ITEM-3:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for one electrician in response to specific requests by the City \$ <u>102.50</u> per hr. x 100 hrs. =	\$10,250.00
ITEM-4:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for one electrician for conduit work and building wiring in response to specific requests by the City \$ <u>102.50</u> per hr. x 500 hrs. =	<u>\$51,250.00</u>
ITEM-5:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a two-person electrician crew utilizing one lead electrician and one helper for conduit work and building wiring in response to specific requests by the City \$ <u>179.50</u> per hr. x 1000 hrs. =	<u>\$179,500.00</u>

ITEM-6:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for one technician in response to specific requests by the City for installation and/or maintenance of IT and communication systems \$ <u>102.50</u> per hr. x 50 hrs. =	\$ <u>5,125.00</u>
ITEM-7:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a two person crew utilizing one lead technician and one helper in response to specific requests by the City for installation and/or maintenance of IT and communication systems \$ <u>179.50</u> per hr. x 50 hrs. =	\$ <u>8,975.00</u>
ITEM-8:	Emergency Services consisting of <u>on-site</u> man hours for a lead electrician in response to specific requests by the City \$ <u>143.50</u> per hr. x 25 hrs. =	\$ <u>3,587.50</u>
ITEM-9:	Emergency Services consisting of <u>on-site</u> man hours for a two person electrician crew in response to specific requests by the City \$ <u>287.00</u> per hr. x 50 hrs. =	\$ <u>14,350.00</u>
ITEM-10:	Specialized Services consisting of additional equipment and personnel required for confined space entry \$ <u>150.00</u> per hr. x 20 hrs.	\$ <u>3,000.00</u>
ITEM-11:	Specialized Services consisting of shop labor off site \$ <u>102.00</u> per hr. x 20 hrs.	\$ <u>2,050.00</u>
ITEM-12:	Equipment, Spare Parts, and Subcontractor Allowance	\$ <u>100,000.00</u>
ITEM-13:	Allowance for Preventative Maintenance for Stationery Generator Sets including Batteries, Cables, oil changes, grease, lube by Philips Brothers Electrical Contractors of Glenmoore, PA	\$ <u>60,000.00</u>
ITEM-14:	Allowance for Preventative Maintenance for 2 Air Compressors and 2 Air Dryers at Brandywine Filter Plant and 2 Air Compressors and 2 Air Dryers at Porter Filter Plant	\$ <u>20,000.00</u>
ITEM-15:	Capital Work Allowance for upgrades as directed by the City.	\$ <u>500,000.00</u>
TOTAL OF ITEMS 1 through 15		\$ <u>1,173,470.00</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.