

**R-22-266
TOWNSHIP OF MONTCLAIR**

**RESOLUTION AWARDING A CONTRACT TO WILLIAM J. GUARINI, INC. FOR
TOWNSHIP NJ LICENSED PLUMBING SERVICES PROVIDER (BID 22-22)**

December 20, 2022

WHEREAS, the Township has a need to retain a New Jersey Licensed Plumbing Services Provider; and

WHEREAS, on November 7, 2022, the Township of Montclair developed and published specifications for New Jersey Licensed Plumbing Services Provider (Bid 22-22); and

WHEREAS, on November 23, 2022, the Township received one (1) bid proposal and this proposal was reviewed by the Qualified Purchasing Agent for services, availability, pricing, and compliance to NJ Public Contracts Law; and

WHEREAS, William J. Guarini, Inc. located at 152 Stevens Avenue, Jersey City, NJ 07305 submitted the only responsive bid and is acceptable and has proposed reasonable pricing; and

WHEREAS, this will be an open-ended contract, and the following unit prices are to remain firm for the duration of the contract commencing from the date of award of contract; and

	Cost per hour		
	Year 1	Year 2	Year 3
Journeyman Plumber			
Journeyman/Plumber (Monday-Friday 8:30 am-	\$ 112.00	\$ 115.36	\$ 118.82
Journeyman/Plumber (Saturday)	\$ 168.00	\$ 173.04	\$ 178.23
Journeyman/Plumber (Sunday/Holiday)	\$ 224.00	\$ 230.72	\$ 237.64
Apprentice Helper			
Apprentice/Helper Monday-Friday 8:30 am-	\$ 85.00	\$ 87.55	\$ 90.18
Apprentice/Helper (Saturday)	\$ 128.00	\$ 131.84	\$ 135.80
Apprentice/Helper (Sunday/Holiday)	\$ 170.00	\$ 175.10	\$ 180.35
Percentage Mark Up (Materials/Parts)	12 %		
New Jersey State License Number	36BI00996100		
Distance from Montclair Municipal Building	13.4		

**TOWNSHIP OF MONTCLAIR
RESOLUTION R-22-266**

WHEREAS, pursuant to N.J.S.A. 19:44A – 20.4 et seq. this contract is being awarded under the Fair and Open Process; and

NOW THEREFORE BE IT RESOLVED, by the Council of the Township of Montclair, in the County of Essex, that the contract for the provisions of NJ Licensed Plumbing Services Contractor is hereby awarded to William J. Guarini, Inc. for an initial period of one (1) year with two (2) separate options to renew the contract for an additional one (1) year at the sole discretion of the Township of Montclair.

BE IT FURTHER RESOLVED that, pursuant to N.J.A.C. 5:30-5.5(b), prior to placing any order for goods or services in accordance with this Resolution. A certification of available funds shall be executed by the Chief Financial Officer and attached to the file copy of the purchase order or similar document.

ROLL CALL VOTE						
COUNCIL MEMBER	MOVANT	SECOND	YES	NO	ABSTAIN	ABSENT
Councilor Cummings			✓			
Deputy Mayor Hurlock			✓			
Councilor Price Abrams			✓			
Councilor Russo			✓			
Councilor Schlager			✓			
Councilor Yacobellis		✓	✓			
Mayor Spiller	✓		✓			

I HEREBY CERTIFY the foregoing to be a true copy of Resolution R-22-266 adopted by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on December 20, 2022.


 Angelese Bermudez Nieves, Township Clerk

CONTRACT

THIS AGREEMENT is made the _____ day of _____, 20__ by and between **WILLIAM J. GAURINI, INC.** hereinafter referred as “the Contractor”, and the TOWNSHIP OF MONTCLAIR, a municipal corporation of the State of New Jersey, hereinafter referred as “the Township.”

W I T N E S S E T H

For good and valuable consideration, the Contractor and the Township hereby agree as follows:

- ARTICLE I. The Contractor hereby acknowledges that he has read the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, this CONTRACT, AND BOND; that he has the full knowledge of the manner of performance of the work to be done by him, of the labor required and of the materials to be furnished and delivered by him; that he fully satisfied himself of the requirements of the specifications and is thoroughly acquainted with the work required therein; and that the said ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, PROPOSAL AND BOND, a copy of each which is hereto attached, and any drawings which he may submit which are approved by the Township Engineer, are made a part of this contract, the same as if wholly incorporated and set forth herein.

- ARTICLE II. The Contractor will provide all materials and labor and perform all the work called for by and in strict conformity with the INSTRUCTIONS TO BIDDERS and with the SPECIFICATIONS attached hereto.

- ARTICLE III. It is hereby mutually agreed between the parties hereto that the sums to be paid by the Township to the Contractor for the labor and materials to be furnished under this contract and the terms and conditions under which such sums are to be paid are the sums, terms, and conditions set forth in the Contractor’s proposal duly executed by him and hereto attached.

- ARTICLE IV. It is further mutually agreed between the parties hereto that no payment made under this Contract shall be conclusive evidence of the performance of the contract either wholly or in part, except the final payment, and that no payment by the Township shall be considered to be acceptance of any defective work or improper material.

- ARTICLE V. It is expressly agreed that the Contractor will comply in all respects with the laws of the State of New Jersey respecting labor and compensation and with all other statutes, ordinances, rules, and regulations applicable and having the force of law.

- ARTICLE VI. No assignment or transfer of any money or monies due or to become due hereunder or of any part of such monies will be permitted unless and until the same shall have been approved by the Township.

ARTICLE VII. The Contractor agrees to indemnify, defend and hold the Township harmless from and against any and all claims and liabilities, including claims, demands, suits, actions, recoveries, judgments, costs, damages, attorney's fees and expenses of any nature whatsoever, which arise from or result directly or indirectly from the work performed, or the goods and/or materials supplied, by the Contractor under this Contract, including loss or liability which may arise directly or indirectly by reason of the alleged negligent acts or omissions of the Contractor or its agents, employees or subcontractors in connection with or in any manner related to the performance of this Contract.

ARTICLE VIII. Attached hereto and made a part of this Contract are the following Exhibits (as applicable):

Exhibit A- "Mandatory Equal Employment Opportunity Language – Goods Professional Service and General Services Contracts" – applicable to Contracts for Goods, Professional Services, and Services only."

Exhibit B- "Mandatory Equal Employment Opportunity Language – Construction Contracts" – applicable to Construction Contracts only."

ARTICLE IX. Additional Provisions.

- None
- Noted Below

Contract is awarded as following: Contract is awarded for the period of one (1) year, commencing on December 20, 2022, through December 19, 2023, with the option to renew for two (2) additional one (1) year periods. Pricing is as per the attached proposal.

IN WITNESS WHEREOF, the Contractor and the Township have executed this Contract on the date set forth above.

WITNESS OR ATTEST:

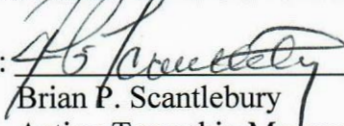


Angelese Bermúdez Nieves
Township Clerk

CONTRACTOR

Name: Matthew LeFuesp
Title: Vice President

TOWNSHIP OF MONTCLAIR

By: 

Brian P. Scantlebury
Acting Township Manager

ACKNOWLEDGMENTS

Acknowledgement if Contractor is a Partnership.

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20__ before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

NOTARY PUBLIC

Acknowledgement if Contractor is a Corporation.

STATE OF NJ)
) ss:
COUNTY OF Hudson)

BE IT REMEMBERED, that on this 26th day of January , 20 23 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Matthew LeFoye (Name of Secretary of Company) who being by me duly sworn, doth depose and make proof to my satisfaction that he or she well knows the Corporate Seal of William J Guarnieri, Inc (Name of Company) the Contractor mentioned in the within agreement; that the seal thereto affixed is the proper Corporate Seal of the said Corporation; that the same was so affixed thereto and the said agreement signed and delivered by Matthew LeFoye (President's Name) who was at the date and execution there of the PRESIDENT of said Corporation in the presence of the said deponent, as the voluntary act and deed of the said Corporation, and that the said deponent thereupon signed the same as subscribing witness.

 Matthew LeFoye
Deponent (Secretary of Company)

Sworn and subscribed before me on the day and year aforesaid

 Carleen M Earles
NOTARY PUBLIC (Other than Secretary of Company or President)



Acknowledgement if Contractor is an Individual.

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 20__ before me came to me known and known to me to be the person described in and who executed the foregoing contract and who acknowledged to me the execution thereof for the purposes therein mentioned.

NOTARY PUBLIC

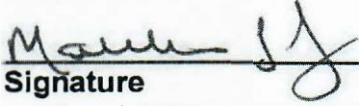
BID PROPOSAL
Bid Number - 22-22
NJ Licensed Plumbing Services Provider
(Be advised that this contract will be an open-ended maintenance contract.)

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder. All prices quoted shall include compliance with these laws. The rate shall remain firm and fixed, for the duration of the contract.

Contractor should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Contractor shall furnish all of the labor, materials, necessary tools, fees, permits, and equipment including transportation services necessary to perform the whole of the work and submit to all conditions of the specifications, as they apply to the contract resulting from this bid, on the following to wit:

	Cost per hour		
	Year 1	Year 2	Year 3
Journeyman Plumber			
Journeyman/Plumber (Monday-Friday 8:30 am- 4:30 pm)	\$ 112.00	\$ 115.36	\$ 118.82
Journeyman/Plumber (Saturday)	\$ 168.00	\$ 173.04	\$ 178.23
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Apprentice/Helper (Sunday/Holiday)	\$ 170.00	\$ 175.10	\$ 180.35
Percentage Mark Up (Materials/Parts)	12%		
New Jersey State License Number	36B100998100		
Distance from Montclair Municipal Building (miles)	13.4		

We the undersigned propose to furnish and deliver the above item pursuant to the bid specification and made part Hereof:

<p><u></u> Signature Matthew LeFurge Print Name <u>William J. Guarini, Inc.</u> Bidder/Company <u>152 Stevens Avenue, Jersey City, NJ 07305</u> Company Address <u>201-656-1530</u> Telephone # <u>info@guariniplumbing.com</u> Email Address</p>	<p><u>11/23/2022</u> Date <u>Vice President</u> Title/Position <u>201-656-0293</u> Fax # <u>ap@guariniplumbing.com</u> PO Email Address</p>
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Note: The above individual must be authorized to sign on behalf of company submitting the bid proposal.