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THIS AGREEMENT, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter called "**CITY**", and **TRANSDEV FLEET SERVICES, INC.**, a corporation of the State of New Jersey, with a business address of 1100 Albany Ave., Atlantic City, New Jersey 08401, hereinafter called "**CONTRACTOR**", pursuant to Resolution No. 644 adopted by the Council of the **CITY** on September 17, 2025, a copy of which is attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, there exists a need for **FLEET MAINTENANCE AND MANAGEMENT SERVICES FOR CITY VEHICLES AND EQUIPMENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR TERMS**; and

WHEREAS, the **CONTRACTOR** is ready, willing, and able to undertake such services; and

WHEREAS, the **CITY** believes the **CONTRACTOR** to be well able to undertake and perform such services for the **CITY** and desires to contract with **CONTRACTOR** for the performance of such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and agreeing to be bound, the **CITY** for itself and its successors, and **CONTRACTOR**, for itself, its successors and assigns, hereby agree as follows:

**SECTION ONE
SCOPE OF WORK**

The Contractor agrees to furnish all the requisite labor, materials, plant, tools and machinery and do all the work required for **FLEET MAINTENANCE AND MANAGEMENT SERVICES FOR CITY VEHICLES & EQUIPMENT FOR A PERIOD OF THREE (3) YEARS**, beginning October 1, 2025 through September 30, 2028, **WITH THE OPTION TO**

RENEW FOR TWO (2) ADDITIONAL ONE-YEAR TERMS at the discretion of CITY, in a good workmanlike manner, and in the manner as particularly described in the Specifications and proposal submitted by Contractor, a copy of which is attached hereto and made a part hereof.

SECTION TWO CONTRACT PRICE

The City shall pay Contractor for providing the requisite materials, labor, machinery and technical services, and for performing all work which may be required for the full completion of this Agreement, in accordance with the terms thereof, for a total delivered sum of SEVEN MILLION FIVE HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND THIRTY-TWO CENTS (\$7,559,985.32) AND ESTIMATED OUT OF TARGET COSTS OF FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00). Each year's contract amount is contingent on the availability of funds in that year's temporary and permanent budget.

SECTION THREE CONTRACT DOCUMENTS

The contract documents which comprise the contract between City and Contractor are as follows:

- a. This Agreement.
- b. Form of Advertisement, Notice to Contractors, Proposal Form, Specifications, Clarifications and Addenda, approved and adopted by the Council of the City and the bid or proposal of the Contractor received and publicly opened and read at a meeting of the Purchasing Board held August 6, 2025, covering the items set forth in this Agreement, all of which documents are attached hereto and on file in the Office of the City Clerk of the City, and are hereby made a part of this Agreement as though each were set forth verbatim herein.
- c. Contract Specifications shall supersede and control in the event there is a conflict with the language of the Contractor's proposal and Specifications.
- d. Contractor shall be required to comply with City Ordinance No. 44 of 2014 and specifically subsections (a) and (b) of Article 1 establishing a first source

employment linkage program to facilitate and encourage private sector employment opportunities for City residents.

- e. If there is any conflict between the terms and conditions of the Specifications and the vendor's proposal, the Specifications control.
- f. Specifications and bid documents drafted by the Contractors shall include terms requiring bidders to make every effort to give preference when hiring sub-contractors, laborers, or other professionals to local City residents and business to the extent allowable by law.

SECTION FOUR PAYMENT METHOD

Payment for the work shall be made in accordance with Paragraph 7.11 of the solicitation. The City will accept invoices in accordance with Paragraph 7.11 of the solicitation. Invoices shall include only work performed in a calendar month. Invoices shall be submitted in duplicate to the City. One invoice may be fixed balance that represents 100% of target work plus reimbursable items. Reimbursable items shall be individually delineated on the invoice as separate line items by category and copies of the appropriate backup invoice shall be provided for all reimbursable items in the Contractor's invoice to the City.

The Contractor shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. Invoices shall include calculations of estimated or actual operating target charges as well as backup for all reimbursable items.

For each contract year the Agreement amount shall be paid to the Contractor in twelve (12) equal installments subsequent to the invoice submitted.

SECTION FIVE EXTRA WORK

When, by reason of an unforeseen emergency, or as an incident of the work and/or materials agreed to be performed or supplied by the Contractor, extra work or extra materials or

both, not provided for herein, are necessary, no claim for said extra work or materials or both shall be made by or allowed the Contractor unless, before the performance of such extra work or the furnishing of said extra materials or both, the Contractor shall have submitted in writing a proposal for the performance of said extra work or the furnishing of said extra materials or both, setting forth the price or prices to be paid therefore; and the City, with the approval of the Business Administrator shall have first approved said proposal and City Council shall have authorized said extra work by resolution and the City shall have issued in writing, directions to proceed with specified changes or additional work, the Contractor shall perform accordingly. Charges or credit for the work covered by the City directed change order shall be determined by the following method:

(1) Directed work: (a) only the Business Administrator or his designee may direct work over and above contract; (b) the Business Administrator shall inform Contractor by letter as to the persons who may authorize directed work; (c) the rate for directed work will be zero percent (0%) over cost.

(2) Special Work Details: (a) to the extent that Contractor's employees are available for special work details, Contractor shall provide employees for the purpose of performing special work details at the request of the Business Administrator or his designee; (b) these employees so designated by Contractor shall perform the special work details within the guidelines established by the Business Administrator or his designee and pursuant to state law and regulations, although the actual manner of effectuating those ends shall be left to the discretion of the Business Administrator or his designee; (c) both Contractor and the City may individually terminate this provision of the Agreement upon thirty (30) days prior written notice.

SECTION SIX INSURANCE

Before commencing the Services, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this

Agreement. This insurance will provide a defense and indemnify the City, its elected or appointed officials, officers, agents or employees against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor's operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Contractor, any of its consultants, officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law or the City, unless caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the City of Contractor's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this Agreement deny coverage to the City, the Contractor will defend and indemnify the City at the Contractor's expense.

Minimum of Liability

The Contractor must obtain the required insurance with the carrier rated A- VII or better by A.M. Best. The Contractor shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
\$2,000,000 General Aggregate
\$2,000,000 Product/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit.

Contractual Liability that will respond to indemnification clause included in the Agreement and the "Designated Location(s) General Aggregate Limit" endorsement shall be included in the policy.

Pollution Liability Insurance

\$1,000,000 Each Incident
\$2,000,000 Annual Aggregate

Coverage will include claims for Bodily Injury and Property Damage to 3rd parties, on and off-site clean-up costs and non-owned disposal sites.

Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit-Bodily Injury and Property Damage.

Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

Garage Keepers Insurance

\$2,000,000 Comprehensive and Collision coverage on a Direct Primary basis with a maximum deductible of \$10,000.

Workers' Compensation and Employers' Liability Insurance

\$500,000 Each Accident
\$500,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease.

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included".

Umbrella

\$10,000,000 per occurrence
\$10,000,000 Aggregate.

Additional Insured Status and Certificate of Insurance.

The City, along with their elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Contractor's Commercial General Liability Policy the Commercial Automobile Liability, Pollution Liability and Umbrella which must be primary and noncontributory with respect to the Additional

Insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Umbrella policies in favor of the City, and this clause shall apply to the City's elected or appointed officials, officers, agents and employees with respect to all projects during the policy term. It should also apply to the Contractor's Workers' Compensation policy if allowed by state law.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance in favor of the City and an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder:

No Limitation on Liability:

In any and all claims against the Additional Insureds by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Cancellation, Renewal and Modification.

The Contractor shall maintain in effect all insurance coverage required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to the City. The policies shall contain a provision that coverage will not be cancelled, not renewed, or a material change until at least thirty (30) days prior written notice has been given to the City. Certificate of Insurance showing required coverage and written notice must be delivered to the City prior to commencement of the Services. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and change the expense to the Contractor, or, in the alternative, terminate this Agreement.

Continuation of Coverage.

The Contractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following substantial completion of the work or final payment to the Contractor, whichever is later. The Contractor shall furnish the City evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

Referral of these requirements to Contractor's Insurance Agent/Broker.

The Contractor represents that he has provided a copy of these "Insurance Requirements" to their insurance agent and/or broker, and that Contractor has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein.

The City and Contractor hereby acknowledge that these "Insurance Requirements" are considered a material term of their contract.

**SECTION SEVEN
GUARANTEE OF WORK**

The Contractor shall guarantee all work done under this Agreement, including materials, labor and operation, for a period of ONE (1) YEAR from the date of final acceptance by the City, unless responsibility for actions or inactions of the Contractor are governed by law or regulation, and any defects which arise during said period, due to defects in the materials or workmanship, shall be made at the Contractor's expense.

**SECTION EIGHT
LIQUIDATED DAMAGES**

In case the Contractor shall fail to complete the work hereunder within the time limit herein fixed, the Contractor shall and will pay the City:

FIRST: The amount or amounts of wages paid by the City to any inspector or inspectors necessarily employed on the work after such time limit has expired; and

SECOND: The sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per day liquidated damages. It is agreed by the parties that the liquidated damages referenced in Section 3.3.2 of the attached Specifications and Instructions to Bidders shall only apply when the correction to be made is within the control of the Contractor. All matters relating to this area shall be documented by the Contractor and submitted to the representative of the City shall make a decision on the time necessary to make said repair and the implementation of this paragraph. It is agreed by both parties hereto that said amounts and sums above-mentioned shall be deemed and taken in all courts to be liquidated and admitted damages for the non-performance of the work within the time limit aforesaid and not as a penalty, notwithstanding any oral or written statements or documents to the contrary.

**SECTION NINE
PATENTS, ROYALTIES, ETC.**

The Contractor shall pay all royalties on any patented devices of any description which the Contractor may use in the prosecution of the work and it shall indemnify and hold the City harmless from any and all claims or suits for infringements or otherwise that may be brought against the City, its employees, agents or representatives. The Contractor shall, at the option of the City, immediately take charge of and defend the same at Contractor's own cost and expense. The City may, at its sole discretion, litigate such action and charge the expense of same to the Contractor.

**SECTION TEN
PREFERENCE DOMESTIC PRODUCTS**

Only manufactured products of the United States, wherever available, shall be used in connection with this Agreement, pursuant to N.J.S.A. 40A:11-18.

**SECTION ELEVEN
ASSIGNMENT**

It is hereby further agreed that this Agreement shall not and may not be assigned or sublet in whole or in part without the prior written consent of the City.

**SECTION TWELVE
INDEMNIFICATION**

The Contractor shall indemnify and hold the City, its employees, agents and representatives, harmless against and from all suits and actions of every name and description brought against it, and all loss, cost (including attorney's fees), damages, expenses and liability (including statutory liability and liability under Workers Compensation Laws) to which it may be put on account or by reason of injury to, or the death of any person or damage to the property of another, resulting from negligence or carelessness in the performance of the work or by or on

account of any act or omission of the Contractor, its employees or agents directly related to the work pursuant to this Agreement.

The foregoing indemnification shall specifically include any and all claims and costs against the City involving environmental impairment that is directly related to Contractor's negligence. The Contractor shall not be responsible for any claims relative to preexisting environmental hazards.

The Contractor further agrees to indemnify the City, its employees, agents and representatives, for any and all costs for repair or replacement to City property, including but not limited to the streets, sidewalks, buildings, boardwalk and related facilities and furnishings, or the property of any private party, which directly result from any act or neglect by the Contractor, its employees, subcontractors, invitees, vendors or agents.

SECTION THIRTEEN REPAIRS, LOSS, DAMAGE

In case any damage is done to property along the line of the work of the Contractor or Contractor's subcontractors' employees or agents in carrying out any of the provisions or requirements of this Agreement, the Contractor shall make repairs as are necessary in consequence thereof, at Contractor's own expense, and to the satisfaction of the City Engineer, and in case of failure on the part of the Contractor to promptly make such repairs, they may be made by the City and the expense thereof shall be deducted out of the monies due or which may ultimately be due the Contractor under this Agreement.

All losses or damages arising out of the nature of the work to be done under this Agreement, work shall be sustained by the Contractor, except as the Specifications may otherwise provide.

SECTION FOURTEEN INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that this Agreement is not a hiring and that said Contractor assumes full responsibility for the safety of

Contractor's employees, plant and materials, and for any damages or injury done by or to them from any source or cause whatsoever.

SECTION FIFTEEN CERTIFICATION OF COMPLIANCE

The Contractor shall comply with all the Laws, Statutes, Regulations, Codes, and Ordinances of the Federal Government, the State, the County, and City, in the performance of all work contemplated under this Agreement.

SECTION SIXTEEN OVERSIGHT

The Director of Public Works, or the person assigned by the City to manage the Agreement shall inspect the materials to be furnished and the work to be done under this Agreement, and see that the same strictly corresponds with the Specifications herein contained or hereto annexed; which materials and workmanship shall always be subject to approval of the Director. Notwithstanding the foregoing, nothing in this paragraph shall preclude either party from taking the dispute to a Court of competent jurisdiction.

To prevent all disputes and litigation, the Project Manager of the Contractor and the person assigned by the City to manage the Agreement, shall, in all cases, determine the amount or quantity of the various kinds of work and materials and as set forth in the Specifications which are to be paid for under this Agreement, and all other questions relative to such work or materials and the construction thereof. If the dispute cannot be resolved by the aforesaid parties then the Business Administrator of the City and the Contracts Manager of Contractor shall resolve the dispute. The Business Administrator shall resolve every issue which may arise relative to the execution of this Agreement by the Contractor. In all such cases, the estimate and decision of the Business Administrator shall be final and conclusive, and such estimate and decision, in case any issue shall be a condition precedent to the right of the Contractor to receive any money under this Agreement. Any doubt as to the meaning of this Agreement and the said Specifications, or any obscurity as to

the wording of same, shall be explained by the Business Administrator or his duly authorized representative. All directions and explanations necessary to complete, explain or make definite any of the provisions of the Specifications and give them due effect, shall be provided by the Business Administrator or his duly authorized representative. Notwithstanding the foregoing, nothing in this paragraph shall preclude either party from taking the dispute to a court of competent jurisdiction.

The person assigned by the City to manage the Agreement shall, at all times, have free access to the Central Maintenance Garage Operation, the satellite facility, the U.I.T. System, the Maintenance Dossier System and other works related to the fleet management and ancillary equipment within the control of the Contractor and if any material or equipment brought onto City property, supplied or selected for use in the Contractor's work shall be assessed by the person assigned by the City to manage the Agreement as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove the same from the line of work.

SECTION SEVENTEEN PERSONNEL

The Contractor shall employ competent personnel to do the work necessary under this Agreement. Whenever the City shall notify the Contractor, in writing, that any person employed by the Contractor under this Agreement is unfit or incompetent to do the work delegated to him, the Contractor shall forthwith place a competent person in the place of the alleged unfit or incompetent person. The Contractor shall defend any action against the City, and any City Officer, agent, or Employee harmless from any suit or claim which may be brought against the City, Director of Public Works, and/or other City Officer or Employees. However, in the event that the Contractor disagrees with City's decision to remove a Contractor employee, that dispute shall be resolved pursuant to the Dispute Resolution provision of this Agreement, contained in Paragraph 16.

**SECTION EIGHTEEN
FULL AGREEMENT**

It is specifically understood by and between the parties hereto that there are no verbal agreements or understandings between the City and the Contractor affecting this Agreement and that this instrument contains the entire understanding between the parties, and no statements, promises, or inducements made by either party or employee, officer or agent of either party that is not contained in this written Agreement shall be valid or binding.

**SECTION NINETEEN
NOTICES**

All notices required to be served upon the parties in accordance to this Agreement shall be served at:

CONTRACTOR:
Transdev Fleet Services, Inc.
1100 N. Albany Avenue
Atlantic City, New Jersey 08401

CITY:
City of Atlantic City
1301 Bacharach Blvd.
Atlantic City, New Jersey 08401
Attn: City Solicitor

**SECTION TWENTY
FLEET GUIDELINES**

The following terms will serve as guidelines for Abuse and Fleet Standards:

- (1) Tires - If a cut or a puncture appears in the center of the tire it will be deemed normal wear and tear. However, if a puncture or a cut appears on the side wall of the tire, this will be deemed as Driver Abuse, which will be discussed at the time of the incident with the person assigned by the City to manage the Agreement.
- (2) Power Plant - There are several areas that can be cleared as a driver abuse situation, such as:
 - A) lack of lubrication
 - B) lack of coolant
 - C) driver not checking the oil level at the pre-trip inspection
 - D) when engine runs out of oil or driver exceeds the specified R.P.M. range

(3) Drive Line - Drive line failure due to excessive loads either on acceleration or deceleration causing drive shaft or rear end pots to experience sudden shock loads.

The City reserves the right to inspect equipment with cost to major components in excess of \$500,00. The right of inspection shall occur within five (5) working days or it will be deemed waived by the City.

SECTION TWENTY-ONE GOVERNANCE

This Agreement shall be governed by and enforced according to the laws of the State of New Jersey. All actions, whether sounding in contract or in tort relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted in the courts of New Jersey and in the county of Atlantic and in no other.

SECTION TWENTY-TWO AFFIRMATIVE ACTION & MINORITY BUSINESS PARTICIPATION

Contractor represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

SECTION TWENTY-THREE SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any Statutes, Regulations or Ordinances of the State of New Jersey, County of Atlantic, or City of Atlantic City, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the

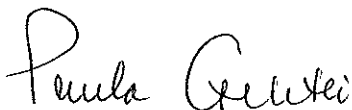
parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

The within Agreement is effective as of the date of October 1, 2025.


IN WITNESS WHEREOF, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and the Contractor has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

CITY OF ATLANTIC CITY



Paula Geletei, City Clerk

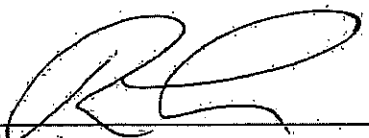
BY: 

Marty Small, Sr., Mayor

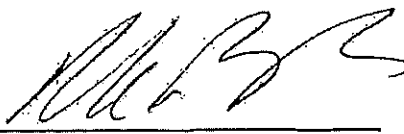
Date: 1-14-26

WITNESS

TRANSDEV FLEET SERVICES, INC.



Secretary

BY: 

Chief Financial Officer
Mathieu LeBourhis

The Agreement is approved as to form and execution.

Date: 1/14/26

BY: 

Peter T. Sallata, Esq.
Assistant City Solicitor

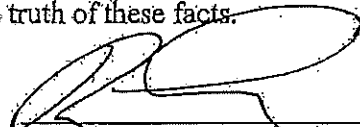
STATE OF: ILLINOIS

COUNTY OF: DU PAGE

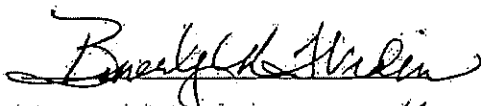
I CERTIFY that on January 9, 2026 Randall Lewis, the Secretary or Assistant Secretary of the Corporation, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary or assistant secretary of (the corporation named in this document); and
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation; and
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

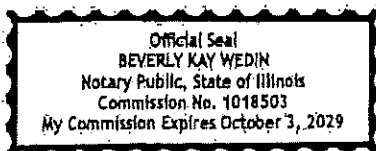
Signed and sworn to before me on


Secretary or Asst. Secretary

1-9, 2026



Notary Public of New Jersey IL
(Seal attached)



Resolution of the City of Atlantic City

No. 644

Approved as to Form and Legality, on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Public Works/s/ Crystal Lewis

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & BAILEY present the following Resolution:

RESOLUTION TO AWARD A CONTRACT TO TRANSDEV FLEET SERVICES, INC. FOR CITY VEHICLES & EQUIPMENT FLEET MAINTENANCE & MANAGEMENT SERVICES FOR THREE (3) YEARS, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE (1) YEAR TERMS, IN THE AMOUNT OF \$7,559,985.32 PLUS ESTIMATED OUT OF TARGET COST OF \$450,000.00

BE IT RESOLVED by the City Council that the bid proposal of **TRANSDEV FLEET SERVICES, INC.** located at 1100 North Albany Avenue, Atlantic City, NJ 08401, received and publicly opened and read at a meeting of the Purchasing Board held August 26, 2025, for **CITY VEHICLES & EQUIPMENT FLEET MAINTENANCE & MANAGEMENT SERVICES FOR THREE YEARS WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE (1) YEAR TERMS AT CITY'S DISCRETION** for a total delivered sum of **SEVEN MILLION FIVE HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND THIRTY-TWO CENTS (\$7,559,985.32) AND ESTIMATED OUT OF TARGET COSTS OF FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00)**, be and the said bid is hereby **ACCEPTED**, said individual being the lowest responsible bidder for the undertaking.

BE IT FURTHER RESOLVED that authority is hereby given to the Mayor to execute and the City Clerk to attest an agreement, to be entered into between the City of Atlantic City and **TRANSDEV FLEET SERVICES, INC.** for the hereinabove undertaking, said agreement to be approved as to form and execution by the City Solicitor.

BE IT FURTHER RESOLVED that a Certificate from the Chief Financial Officer has been attached to this Resolution, showing the availability of funds from account numbers 5-01-26-315-400-282 (\$629,998.77 – October 1, 2025-December 31, 2025), 6-01-26-315-400-282 (\$2,519,995.11 – January 1, 2026-December 31, 2026), 7-01-26-315-400-282 (\$2,519,995.11 – January 1, 2027-December 31, 2027), and 8-01-26-315-400-282 (\$1,889,996.33 – January 1, 2028-September 30, 2028); and for Out of Target Costs account numbers 5-01-26-315-400-283 (\$37,500.00 – October 1, 2025-December 31, 2025), 6-01-26-315-400-283 (\$150,000.00 – January 1, 2026-December 31, 2026), 7-01-26-315-400-283 (\$150,000.00 – January 1, 2027-December 31, 2027), and 8-01-26-315-400-283 (\$112,500.00 January 1, 2028-September 30, 2028), to satisfy the aforesaid award of contract.

BE IT FURTHER RESOLVED that award of contract is contingent upon State approval.

September 30, 2025 2:15 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
BAILEY	X						LACCA	X					
CROUCH	X				X		MARSHALL	X					
DUNSTON	X					X	SHABAZZ	X					
KURTZ	X						TIBBITT				X		
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: SEPTEMBER 17, 2025

Paula Geletei

/s/ Paula Geletei, City Clerk