



DEPARTMENT OF INFRASTRUCTURE
AND OPERATIONS

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Robert A. Hough, P.E., Director

MEMORANDUM

To: MAYOR AND COUNCIL

From: Robert A. Hough P.E., Director of Infrastructure and Operations

Subject: Princeton Spring Planting Project 2014 – Bid Award
Pat Scanlan Landscaping, Inc.

Date: April 2, 2014

On March 27, 2014, bids were received for the Princeton Spring Planting Project 2014. The project provides for the planting of a total of 21 deciduous trees along various roadways in Princeton (please see attached). The bids received are as follows:

	<u>Contractor</u>	<u>Amount</u>
1.	Pat Scanlan Landscaping New City, New York	\$ 4,919.00
2.	Ascape Landscape and Construction Blauvelt, New York	\$ 5,650.00
3.	M & A Tree Service Garwood, New Jersey	\$ 6,568.00
4.	TC Landscape Construction Group Toms River, New Jersey	\$ 7,600.00
5.	Greenleaf Landscape Systems Services Eatontown, New Jersey	\$ 8,160.00
6.	Greenscape Landscape Contractors Moorestown, New Jersey	\$ 8,400.00

**RESOLUTION 2014 - R
OF THE MAYOR AND COUNCIL
OF PRINCETON
AWARDING THE CONTRACT KNOWN AS
“PRINCETON SPRING PLANTING PROJECT 2014”
TO PAT SCANLAN LANDSCAPING, INC.**

WHEREAS, the Department of Infrastructure and Operations has advised the Mayor and Council of the need for spring tree planting throughout Princeton; and

WHEREAS, a contract known as “Princeton Spring Planting Project 2014” for said services was put out to public bid, the bids being received and opened on March 27, 2014; and

WHEREAS, Princeton received the following bid in connection with said contract:

- Pat Scanlan Landscaping, Inc., New City, New York in the amount of \$4,919.00;
- Ascape Landscape and Construction, Blauvelt, New York in the amount of \$5,650.00;
- M&A Tree Service, Garwood, New Jersey in the amount of \$6,568.00;
- TC Landscape and Construction Group, Toms River, New Jersey in the amount of \$7,600.00;
- Greenleaf Landscape Systems Services, Eatontown, New Jersey in the amount of \$8,160.00;
- Greenscape Landscape Contractors, Moorestown, New Jersey in the amount of \$8,400.00;
- Louis Barbato Landscaping, Holbrook, New York in the amount of \$8,935.00;
- Land-Tech Enterprises, Warrington, Pennsylvania in the amount of \$9,800.00;
- Thomas Lee Fisher Landscaping, West Trenton, New Jersey in the amount of \$11,970.00;
- Decker’s Florist and Nursery, Cherry Hill, New Jersey in the amount of \$33,971.00.

WHEREAS, the Department of Infrastructure and Operations’ staff has reviewed this bid and determined that the bid submitted by Pat Scanlan Landscaping, Inc., New City, New York is a responsible bid for this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available for the project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Princeton as follows:

1. That the contract for the project known as "Princeton Spring Planting Project 2014" is awarded to Pat Scanlan Landscaping, Inc., New City, New York in the bid amount of \$4,919.00.
2. The Mayor and Clerk are hereby authorized to execute a contract with Pat Scanlan Landscaping, Inc., New City, New York.

CERTIFICATION

I, Linda S. McDermott, Clerk of Princeton, do hereby certify that the foregoing Resolution was considered and adopted by the Princeton Council at its meeting held on the 7th day of April, 2014.

Linda S. McDermott, Clerk
Princeton

MAYOR AND COUNCIL
Princeton Spring Planting Project 2014 – Bid Award
Pat Scanlan Landscaping, Inc.
April 2, 2014

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7.	Louis Barbato Landscaping Holbrook, New York	\$ 8,935.00
8.	Land-Tech Enterprises Warrington, Pennsylvania	\$ 9,800.00
9.	Thomas Lee Fisher Landscaping West Trenton, New Jersey	\$11,970.00
10.	Decker's Florist and Nursery Cherry Hill, New Jersey	\$33,971.00

We have reviewed the ten (10) bids received ranging in price from a low of \$4,919.00 to a high of \$33,971.00. Staff, including Greg O'Neil, Township Arborist, have reviewed the bids and found them to be in order. Therefore, I recommend that a contract be awarded to Pat Scanlan Landscaping, Inc. in the low bid amount of \$4,919.00.

There are sufficient funds in the Municipal Budget for this purpose.

Should you have any questions, please feel free to contact either myself or Greg O'Neil, Township Arborist.

/jsm

cc: Robert W. Bruschi, Administrator
Kathryn Monzo, Deputy Administrator
Linda S. McDermott, Municipal Clerk
Sandra Webb, Chief Financial Officer

**PRINCETON
400 Witherspoon Street
Princeton, New Jersey 08540**

CONSTRUCTION AGREEMENT FOR:

**PRINCETON
SPRING PLANTING PROJECT 2014**

THIS AGREEMENT, made the 7th day of April, 2014, by and between

PRINCETON, a municipal corporation of
the State of New Jersey, with offices at 400 Witherspoon Street
Princeton, New Jersey, 08540 ("MUNICIPALITY")

and

Pat Scanlan Landscaping, Inc.
14 Plains Drive, New City, New York ("CONTRACTOR")

In connection with the CONTRACTOR's bid proposal, March 27, 2014 and the MUNICIPALITY'S Notice of Award of same, dated _____, 2014. THE MUNICIPALITY and CONTRACTOR hereby agree as follows:

1. Scope of Work
The CONTRACTOR hereby agrees to furnish the services specified in the Contract Documents in accordance with the terms of CONTRACTOR's bid proposal.
2. Time of Completion
 - A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Proceed to be provided by the MUNICIPALITY.
 - B. Failure to complete the work within the number of calendar days set forth in the Notice to Proceed, including any extension granted thereto as determined by the MUNICIPALITY, shall entitle the MUNICIPALITY to liquidated damages as set forth in the Contract Documents.
 - C. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against the MUNICIPALITY arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.
3. Contract Sum
Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is Four Thousand Nine Hundred Nineteen Dollars and Zero Cents (\$4,919.00).

4. Hold Harmless Agreement

The CONTRACTOR agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the MUNICIPALITY, its officers, agents and consultants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing Wage Rate laws, the Americans with Disabilities Act (42 U.S.C. 12101, et seq.), and from all damages which the MUNICIPALITY or any of its officers, agents and consultants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the CONTRACTOR in the work, or through any act or omission on the part of the CONTRACTOR or his agent or agents.

5. Payment to Contractor

In consideration of the CONTRACTOR's agreements set forth herein, the MUNICIPALITY hereby agrees to pay the CONTRACTOR for the work, when completed in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the same payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents

The Contract Documents as defined in the Instructions to Bidders are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations

The CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the Instructions to Bidders, which requirements are incorporated herein and made a part hereof by reference.

8. This agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the MUNICIPALITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

PRINCETON

Linda S. McDermott, Clerk

By: _____

ATTEST or WITNESS:

PAT SCANLAN
LANDSCAPING, INC.

By: _____
(Contractor)