



Municipality of Princeton

*Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496*

*Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2027*

*ROBERT V. KISER, P.E.
Director of Engineering*

MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Robert V. Kiser, P.E., Director of Engineering

DATE: August 15, 2014

SUBJECT: Recommendation for Award of Contract to Repair Sidewalks
NTE \$12,998.75 – Always Safe Sidewalks

Always Safe Sidewalks recently completed sidewalk cutting for the Municipality in the amount of \$22,775.00. After inspecting other areas where safety hazards exist, it is recommended that additional work be completed at this time. In this regard please find attached a resolution in the not exceed amount of \$12,998.75 for Always Safe Sidewalks to professionally cut additional sidewalk trip hazards in various locations of the Municipality as shown on the attached maps.

Cost for these services is computed as follows:

888.50 lineal feet @ \$14.63 per foot = \$12,998.75

Always Safe Sidewalks work has been found to provide a better final product over sidewalk grinding. With the additional work specified the total amount to be paid to Always Safe Sidewalks is \$35,773.75

In consideration of the above, it is recommended that a contract be awarded to Always Safe Sidewalks in the not to exceed amount of \$12,998.75.

Robert V. Kiser, P.E., Director of Engineering

RVK/c

c: Linda McDermott, Municipal Clerk
Trishka Waterbury Cecil, Municipal Attorney
Kathy Monzo, Deputy Administrator/Director of Finance
Sandy Webb, CFO
Deanna Stockton, P.E., Assistant Municipal Engineer
Chris Knigge, Engineering Aide
Rosanna Roberto, Secretary

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**RESOLUTION 2014-R
OF THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PRINCETON
AUTHORIZING A CONTRACT TO ALWAYS SAFE SIDEWALKS FOR SIDEWALK
CUTTING SERVICES**

WHEREAS, it is the goal of the Municipality to maintain safe sidewalks; and

WHEREAS, the Mayor and Council approved Ordinance Number 2013-30 on December 9, 2013 which confirms that the municipality will take remedial actions to address sidewalks that have been raised and / or damaged by municipally-owned trees; and

WHEREAS, the Engineering Department has compiled a list of locations within the Municipality where sidewalk damage has occurred due to municipally-owned trees; and

WHEREAS, the Municipality desires to enter into a contract with ALWAYS SAFE SIDEWALKS to perform sidewalk cutting as the preferred method of remediation of this sidewalk damage; and

WHEREAS, this contract award is exempt from public bidding pursuant to N.J.S.A. 40A:11-3(a) and 40A:11-6.1(a) because the contract amount does not exceed the bid threshold; and

WHEREAS, the Municipality has a need to acquire the foregoing services without a “fair and open process” as defined by P.L. 2004, c. 19, the “Local Unit Pay-to-Play Law”; and

WHEREAS, ALWAYS SAFE SIDEWALKS will complete and file with the Municipality a Business Entity Disclosure Certification as required by N.J.S.A. 19:44A-20.2 *et seq.* certifying that it has not made any prohibited contributions to a candidate committee or municipal committee representing the elected officials of the Municipality of Princeton, along with a Political Disclosure Contribution Form as required by N.J.S.A. 19:44A-20.26; and

WHEREAS, the CFO has certified that there are sufficient funds in accordance with N.J.A.C. 5:30-5.4 to award a contract.

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

The Mayor and Clerk are hereby authorized to enter into a contract with ALWAYS SAFE SIDEWALKS (herein after referred to as "Provider") for the amount of \$12,998.75 to remove trip hazards from municipal sidewalks using a patented, proprietary sidewalk cutting method.

1. The contract so authorized shall require the Provider to provide services and other related duties, as follows:

Provider shall perform sidewalk cutting services within the Municipality as directed by the Engineering Department. Cost for these services is computed as follows: 888.50 lineal feet @ \$14.63 per foot = \$12,998.75.

Under this Agreement, Provider shall at all times act as an independent professional contractor and not as an employee of the Municipality, and shall have no authority to act as an agent or representative of the Municipality or to enter into any financial or other contractual commitment on behalf of the Municipality without the prior written approval of same granted in accordance with law.

Payment of fees will be made upon the submission to the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed.

2. The form of contract shall include standard provisions common to contracts entered into by the Municipality and shall be subject to approval by the Municipal Attorney.

3. The contract award is subject to ALWAYS SAFE SIDEWALKS completing and submitting a Business Entity Disclosure Certification and a Political Disclosure Contribution Form, which certify that ALWAYS SAFE SIDEWALKS has not made any reportable contributions to a political or candidate committee in the Municipality in the

previous one year, and that the contract will prohibit ALWAYS SAFE SIDEWALKS from making any reportable contributions through the term of the contract.

4. A notice of this action shall be published in the Princeton Packet as required by law within ten (10) days of its passage.

| Councilperson | Absent | Present | 1 st | 2 nd | Yea | Nay | Abstain | Disqualified |
|----------------|--------|---------|-----------------|-----------------|-----|-----|---------|--------------|
| Ms. Butler | | | | | | | | |
| Mrs. Crumiller | | | | | | | | |
| Ms. Howard | | | | | | | | |
| Mr. Liverman | | | | | | | | |
| Mr. Miller | | | | | | | | |
| Mr. Simon | | | | | | | | |
| Mayor Lempert | | | | | | | | |

I, Linda S. McDermott, Clerk of the Municipality of Princeton, do hereby certify that the above is a true and complete copy of a resolution adopted by the Mayor and Council of said Municipality at a meeting held August 25, 2014.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this August _____, 2014.

Linda S. McDermott
Municipal Clerk



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Department of Community Development
Office of the Engineer
Telephone (609)921-7077
Fax: (609) 688-2026

ROBERT V. KISER, P.E.
Director of Engineering

AGREEMENT FOR:

SIDEWALK DAMAGE REMEDIAL WORK

THIS AGREEMENT, made the _____ August, 2014, by and between

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

and

ALWAYS SAFE SIDEWALKS, P.O. Box 60, Springhouse, PA 19477 ("CONTRACTOR")
(Federal I.D. No. XXX)

In connection with the CONTRACTOR's bid proposal, and PRINCETON'S Resolution 14-215 Of The Mayor And Council Of The Municipality Of Princeton Authorizing A Contract To Always Safe Sidewalks For Sidewalk Cutting Services, dated August 25, 2014, PRINCETON and CONTRACTOR hereby agree as follows:

1. Scope of Work

The CONTRACTOR hereby agrees to furnish the services 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 PRINCETON.

B. 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 PRINCETON 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

Total Contract Amount: 888.50 lineal feet @ \$14.63 per foot = \$ 12,998.75.

Twelve thousand nine hundred ninety eight Dollars and 75 cents. (\$12,998.75)

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 PRINCETON, 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 PRINCETON 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 PRINCETON 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.

Payment of fees will be made upon the submission to the Provider to the Municipality of invoices in duplicate in the form prescribed by the Municipality not later than the tenth (10th) day of the month following that covered by the invoice, and shall specify in detail the periods for which fees are claimed for the services performed.

6. Contract Documents

The contract award is subject to the CONTRACTOR completing and submitting a Business Entity Disclosure Certification and a Political Disclosure Contribution Form, which certify that ALWAYS SAFE SIDEWALKS has not made any reportable contributions to a political or candidate committee in the Municipality in the previous one year, and that the contract will prohibit the CONTRACTOR from making any reportable contributions through the term of the contract.

7. Compliance With Laws

During the performance of this contract, the contractor agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The CONTRACTOR will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

The CONTRACTOR agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The CONTRACTOR agrees to attempt, in good faith, to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127. as amended and supplements from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975. c. 127, as amended and supplemented from time to time;

The CONTRACTOR agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

The CONTRACTOR agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;

The CONTRACTOR agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;

The CONTRACTOR shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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

ATTEST:

PRINCETON

Linda S. McDermott, Clerk

By: _____
Liz Lempert, Mayor

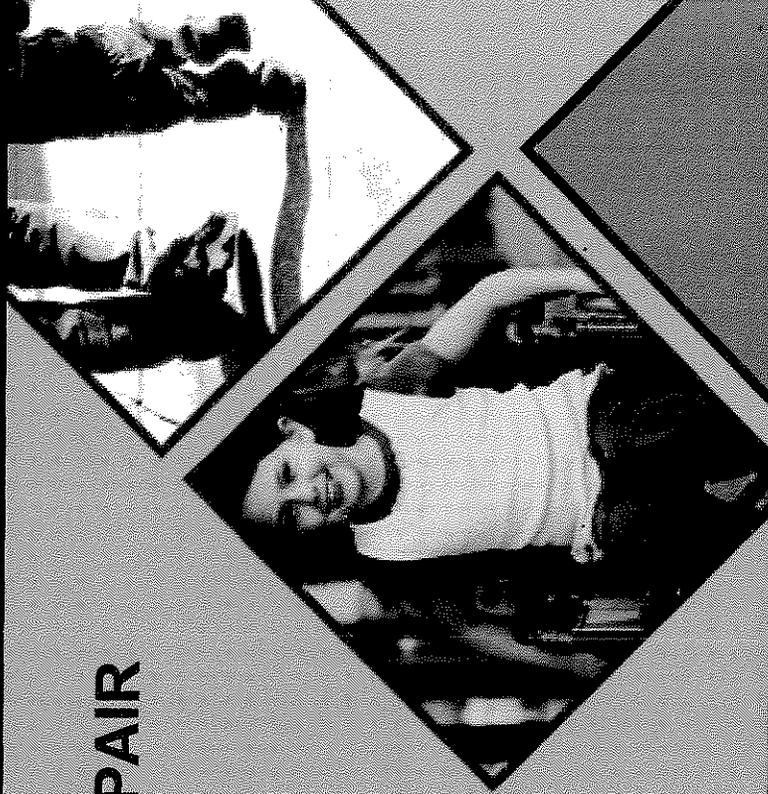
ATTEST or WITNESS:

ALWAYS SAFE SIDEWALKS

By: _____
Tom Switzer
Co-Owner



**SIDEWALK TRIP HAZARD REPAIR
PROPOSAL:
PRINCETON, NJ
JOHN WITHERSPOON DISTRICT**



Presented to: Chris Kinggs
August 16, 2014



ESTIMATED STATISTICS / COST SAVINGS

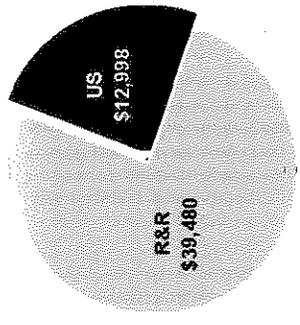
Based on 3,948 sq. ft. and an estimated replacement cost of roughly \$10 per square foot, we estimate the cost to remove and replace approximately 196 trip hazards is **\$39,480**.

Total cost using Always Safe Sidewalks is \$12,998, an estimated savings of \$26,482.

COST COMPARISON

Project Summary:

| | |
|----------------------|-----------------|
| Total Repairs | 196 |
| Total Sq. Ft. | 3,948 |
| Cost Savings with Us | \$26,482 |
| Cost Using Us | \$12,998 |



The information in this proposal is confidential and is to be used only by Princeton and Always Safe Sidewalks in evaluating the project.

PRINCETON-JOHN WITHERSPOON DISTRICT











