



## 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: Mayor and Council  
Robert Bruschi, Administrator

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

DATE: April 17, 2013

SUBJECT: **Bid Award; Spring 2013 Tree Planting – Andy/Matt, Inc. - \$13,234**

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Bids were received on March 27, 2013 for the Spring 2013 Tree Planting. The project provides for the planting of a total of 42 deciduous trees along various Princeton Roadways (please see attached for the location of the plantings).

Bids were received as follows:

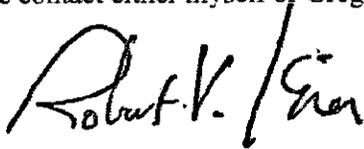
<u>Contractor</u>	<u>Amount</u>
1. Andy/Matt, Inc. Mine Hill, NJ	\$13,234.00
2. Greenscape Inc. Glenside, Pa	\$13,255.00
3. Pat Scanlan Landscaping New City, NY	\$13,743.00
4. Ascape Landscape & Construction Blauvelt, NY	\$16,573.00
5. Busselton Services Bensalem, PA	\$16,840.00
6. D'Onofrio & Son, Inc. Landscaping Maplewood, NJ	\$17,860.00

<u>Contractor</u>	<u>Amount</u>
7. Landtech Services Warrington, PA	\$19,790.00
8. Louis Barbatto Landscaping Holbrook, NY	\$23,800.00

I have reviewed the seven (8) bids received ranging in price from a low of \$13,234.00 to a high of \$23,800.00. Also, I have discussed the bids received with Greg O'Neil, Municipal Arborist, and based on this discussion; Greg O'Neil, Municipal Arborist and I recommend that a contract be awarded to Andy/Matt Inc. of Mine Hill, NJ in the low bid amount of \$13,234.00.

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

Please contact either myself or Greg O'Neil, Municipal Arborist, if you have any questions.



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

RVK/cc

c: Linda S. McDermott, Municipal Clerk  
Robert Hough, P.E., Director of Infrastructure and Operations  
Greg O'Neil, Municipal Arborist

**SECTION C**  
**SPRING PROJECT 2012**

- 1) 593 Snowden Lane (Barbara Smoyer Park) Block 3101 Lot 20  
2 2.5" to 3" caliper Black Gum (*Nyssa sylvatica*)
- 2) 331 Riverside Drive  
2 8 to 10 foot multi stem River Birch (*Betula Nigra*)
- 3) 301 Western Way  
1 5 to 6 foot Japanese Red Maple (*Acer palmatum*)
- 4) 301 Snowden Lane  
1 2.5" to 3" caliper October Glory Red Maple (*Acer rubrum*) 'October Glory'
- 5) 18 Oakland Avenue  
1 2.5" to 3" caliper Zelkova (*Zelkova serrata*)
- 6) 68 Stone Cliff Road  
20 3 to 4 foot Forsythia (*Forsythia x. intermedia*)
- 7) 86 Longview Drive  
1 5 to 6 foot Paperbark Maple (*Acer griseum*)
- 8) 24 Gallup  
1 2.5" to 3 " caliper Swamp White Oak (*Quercus bicolor*)
- 9) 181 Stone Cliff Road  
1 2.5" to 3" caliper White Oak (*Quercus alba*)  
  
1 2.5" to 3" caliper October Glory Red Maple (*Acer rubrum*) 'October Glory'
- 10) 3 Woodland Drive  
8 3 to 4 foot Upright Cherry Laurel (*Prunus laurocerasus*)
- 11) 19 Woodland Drive  
1 5 to 6 foot Kousa Dogwood (*Cornus kousa*)
- 12) 28 Laurel Road  
2 2.5" to 3" caliper Swamp White Oak (*Quercus bicolor*)

**RESOLUTION 2013-  
OF THE MAYOR AND COUNCIL OF PRINCETON  
AWARDING CONTRACT TO ANDY/MATT, INC.  
FOR THE SPRING 2013 TREE PLANTING**

**WHEREAS**, the Municipality has determined the need for services in connection with Spring 2013 Tree Planting; and

**WHEREAS**, the Municipality has solicited bid proposals for same; and

**WHEREAS**, all bid proposals were publically opened on March 27, 2013; and

**WHEREAS**, the Municipality received the following bids: Andy/Matt, Inc. \$13,234.00; Greenscape Inc. \$13,255.00; Pat Scanlan Landscaping \$13,743.00; Ascape Landscape & Construction \$16,573.00; Busselton Services \$16,840.00; D'Onofrio & Son, Inc. Landscaping \$17,860.00; Landtech Services \$19,790.00 and Louis Barbatto Landscaping \$23,800.00.

**WHEREAS**, it is the recommendation of the Director of Engineering that the bid be awarded to Andy/Matt, Inc., 19 Scrub Oak Road, Mine Hill, New Jersey 07803 as the lowest responsible bidder; and

**WHEREAS**, the Municipal Chief Financial Officer has certified that funds are available for the purposes set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Princeton that a contract be awarded to Andy/Matt, Inc., 19 Scrub Oak Road, Mine Hill, New Jersey 07803, for the Spring 2013 Tree Planting in the amount of \$13,234.00, as set forth in the bid specifications.

**BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute said Contract on behalf of the Borough.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	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 April 22, 2013.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this 23rd day of April, 2013.

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Linda S. McDermott  
Municipal Clerk

MUNICIPALITY OF PRINCETON  
400 Witherspoon Street  
Princeton, New Jersey 08540

CONSTRUCTION AGREEMENT FOR  
**2013 SPRING PLANTING**

THIS AGREEMENT, made the 22nd day of April, 2013, by and between

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

Andy/Matt, Inc. ("CONTRACTOR")  
(Federal I.D. No. ).

In connection with the CONTRACTOR's bid proposal, dated March 27, 2013, and the MUNICIPALITY's notice of award of same, dated April 22, 2013, 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 thirteen thousand two hundred thirty four dollars (\$13,234.00).

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:

MUNICIPALITY OF PRINCETON

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Liz Lempert, Mayor

ATTEST or WITNESS:

ANDY/MATT, INC.

By: \_\_\_\_\_