



Municipality of Princeton

Municipal Building
400 Witherspoon Street
Princeton, NJ 08540-3496

Department of Community Development
Office of the Engineer
Telephone (609)921-7077
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ROBERT V. KISER, P.E.
Director of Engineering

MEMORANDUM

TO: Robert Bruschi, Administrator

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

DATE: August 18, 2014

SUBJECT: **Resolution- Approval of Sidewalk Replacement Contract; T. Fiotakis Construction - \$33,418.00**

Quotes were received for the replacement of approximately 200 sidewalk slabs along various Municipal roads within The Fieldwood Community that is located off of Cherry Valley Road. The sidewalk slabs have heaved substantially due to tree roots creating tripping hazards and need to be replaced.

The quotes received are attached as follows:

1. T. Fiotakis Construction,
Edison, NJ - \$33,418.00
2. Armandos Construction,
Ewing, NJ - \$51,986.00

The Fiotakis firm has previously completed satisfactory work in both the former Borough and Township and sufficient funds are available in the Capital budget for these improvements.

In consideration of the above it is recommended that the attached resolution be enacted providing for approval of this sidewalk replacement contract.

Please contact me if you have any questions.

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

RVK/cc

c: Kathy Monzo, Deputy Administrator/Director of Finance
Linda McDermott, Municipal Clerk
Trishka Waterbury Cecil, Municipal Attorney
Sandy Webb, CFO
Deanna Stockton, P.E., Assistant Municipal Engineer
Chris Knigge, CAD Design Inspector

PRINCETON, NJ - ENGINEER'S ESTIMATE
 Project 14-01, 2014 Sidewalk Program

Engineer's Estimate		Green Construction Inc. 26 Elizabeth St, PO Box 560 South River, NJ 08882		Topline Construction 22 Fifth St. Somerville, NJ 08876		Armandos Construction Inc. 311 Dickinson St. Ewing, NJ 08638		T. Fotakis Construction 197 Central Ave. Edison, NJ 08817	
EST. QTY.	UNIT MEAS.	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
	1 LS		\$0.00		\$0.00		\$2,500.00		\$3,500.00
	380 SY		\$0.00		\$0.00		\$99.00		\$57.00
	27 SY		\$0.00		\$0.00		\$120.00		\$60.00
	0 EA		\$0.00		\$0.00		\$175.00		\$200.00
	0 LF		\$0.00		\$0.00		\$35.00		\$30.00
	20 SY		\$0.00		\$0.00		\$45.00		\$900.00
	1 LS		\$0.00		\$0.00		\$3,000.00		\$3,000.00
			\$0.00		\$0.00		\$47,260.00		\$30,380.00
			\$0.00		\$0.00		\$4,728.00		\$3,038.00
			\$0.00		\$0.00		\$51,986.00		\$33,418.00
SUBTOTAL									
CONTINGENCY - 10% OF SUBTOTAL									
TOTAL									

RESOLUTION 2014-R
OF THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PRINCETON
AUTHORIZING A CONTRACT TO T. FIOTAKIS CONSTRUCTION,
SIDEWALK REPLACEMENT CONTRACT

WHEREAS, the Municipality desires to enter into a contract in connection with certain activities being conducted by the Municipality, as hereafter more particularly stated, and

WHEREAS, the Municipality has obtained quotes for the work to be performed.

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 **T. Fiotakis Construction** (hereinafter referred to as "Provider") to replace sidewalk as needed along Municipal Roads within the Fieldwood Community; 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, **T. Fiotakis Construction** 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 **T. Fiotakis Construction**, (herein after referred to as "Provider") for the amount of \$33,418.00 for the replacement of sidewalks along Municipal Roadways within the Fieldwood Community.

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

Provider shall perform sidewalk replacement services as directed by the Engineering Department and in accordance with their two (2) attached proposals.

Under this Agreement, Provider shall at all times act as an independent 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 **T. Fiotakis Construction**, completing and submitting a Business Entity Disclosure Certification and a Political Disclosure Contribution Form, which certify that **T. Fiotakis Construction**, 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 **T. Fiotakis Construction**, 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								
<p>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 July 28, 2014.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Municipality, this July _____, 2014.</p>								
<p>_____ Linda S. McDermott Municipal Clerk</p>								

AGREEMENT FOR:

SIDEWALK REPLACEMENT FOR FIELDWOOD COMMUNITY

THIS AGREEMENT, made the 25th day of 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

T. FIOTAKIS CONSTRUCTION

197 Central Avenue, Edison, NJ 08817 ("CONTRACTOR")
(Federal I.D. No. _____)

In connection with the CONTRACTOR's bid proposal, and PRINCETON'S Resolution 14-216 of the Mayor and Council of the Municipality of Princeton authorizing a Contract to **T. FIOTAKIS CONSTRUCTION**, 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 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 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 extended costs set forth in the bid proposals, the amount of the Contract is:

Sidewalk replacement	-	\$33,418.00
Total Contract Amount:	-	\$33,418.00

Thirty three thousand, four hundred eighteen dollars and no cents (\$33,418.00).

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 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, PRINCETON hereby agrees to pay the CONTRACTOR for the work, when completed.

Payment of fees will be made upon the submission by 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 the completion of work 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 **T. Fiotakis Construction** 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;

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 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:

T. FIOTAKIS CONSTRUCTION

By: _____