



# 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: September 3, 2014

SUBJECT: **Recommendation for Award of Contract for Belgian block curb repair  
LL Quality Construction - \$5,200**

Quotes were received as follows to repair 400 individual blocks of Belgian block curbing in various locations of the Municipality:

- |   |         |
|---|---------|
| 1. LL Quality Construction<br>Hamilton, NJ  | \$5,200 |
| 2. Fiotakis Construction<br>Edison, NJ      | \$6,000 |
| 3. Vincent Baldino & Bros.<br>Princeton, NJ | \$6,000 |

It is recommended that a contract be awarded to the LL Quality Construction firm of Hamilton, NJ in the low bid amount of \$5,200 at this time.

Please find attached a resolution and contract to be used for this purpose.

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

RVK/cc

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

**RESOLUTION 2014-R  
OF THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PRINCETON  
AUTHORIZING A CONTRACT TO LL QUALITY CONSTRUCTION  
FOR BELGIAN BLOCK CURB REPAIR**

**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 **LL QUALITY CONSTRUCTION** (hereinafter referred to as "Provider") to repair 400 blocks of Belgian block curbing in various locations of the Municipality; 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**, **LL QUALITY 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 **LL QUALITY CONSTRUCTION** (herein after referred to as "Provider") for the amount of \$5,200 for the repair 400 blocks of Belgian block curbing in various locations of the Municipality.

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

Provider shall repair 400 blocks of Belgian block curbing in various locations of the Municipality as directed by the Engineering Department and in accordance with their attached proposal.

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 **LL QUALITY CONSTRUCTION** completing and submitting a Business Entity Disclosure Certification and a Political Disclosure Contribution Form, which certify that **LL QUALITY 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 **LL QUALITY 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 <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 September 8, 2014.

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

\_\_\_\_\_  
Linda S. McDermott  
Municipal Clerk

AGREEMENT FOR:

**FOR BELGIAN BLOCK CURB REPAIR**

THIS AGREEMENT, made the 8<sup>th</sup> day of September, 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

**LL QUALITY CONSTRUCTION**

20 Wolfpack Rd., Hamilton, NJ 08619 ("CONTRACTOR")  
(Federal I.D. No. \_\_\_\_\_)

In connection with the CONTRACTOR's bid proposal, and PRINCETON'S Resolution 14-\_\_\_\_\_ of the Mayor and Council of the Municipality of Princeton authorizing a Contract to **LL QUALITY CONSTRUCTION**, dated August 26, 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 lump sum prices set forth in the bid proposals, the amount of the Contract is:

Belgian block driveway restoration  
Clean and grout loose blocks with mortar  
Remove blocks that can be and mortar base as well as sides  
Scope of the work is about approx 400 blocks  
that will be compensated at \$13.00 per block = \$5,200.00

Five thousand two hundred dollars and no cents (\$5,200.00).

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 **LL QUALITY 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

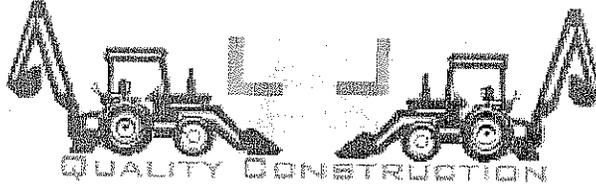
By: \_\_\_\_\_  
Liz Lempert, Mayor

ATTEST or WITNESS:

**LL QUALITY CONSTRUCTION**

\_\_\_\_\_

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



Phone: 609-584-8283

llconstructionllc@gmail.com

Luciano Arduini (Lu)

20 Wolfpack Rd.

Hamilton, N.J. 08619

(609)558-0852

PROPOSAL Princeton Engineering dept

Date 8-26-14

Attention: Chris Knigge

Job Location Hutchinson and Wilkinson development

Customer Phone: 609 921 7077

Customer E-mail: [cknigge@princetonnj.gov](mailto:cknigge@princetonnj.gov)

JOB Belgium block driveway restoration

Clean and grout loose blocks with mortar

Remove blocks that can be and mortar base as well as sides

Scope of the work is about approx 400 blocks if more to be discussed at time of work

Labor and material

\$5200

*(Handwritten note: \$13/block)*

**T. FIOTAKIS CONSTRUCTION LLC  
197 CENTRAL AVE  
EDISON, NJ, 08817**

**FAX: (732) 985-8516 HOME: (732) 572-4211**

July 31,2014

To: Chris Knigge  
Princeton Township

**Proposal**

T. Fiotakis Construction will supply all material equipment and labor needed to remove existing loose Belgian block in the development in the Princeton Township. T. Fiotakis Construction will remove loose block, clean and remove loose debris and mortar in Belgian block. Estimated quantity is 400 blocks. The unit price per block is \$15.00.

400 Blocks x \$ 15.00 = \$6,000.00

Thank you  
Themis Fiotakis

VINCENT BALDINO & BROS.  
MASONARY CONTRACTOR

211 VALLEY RD., PRINCETON, N.J. 08540  
Phone: 609-921-6512 Fax: 609-921-6627

JOB ESTIMATE

PHONE	DATE
PH-7077	Aug. 25, 14

TO: Princeton Municipality  
400 Wittenjohn St.  
Princeton, N.J.

JOB NAME & LOCATION:
Washington Corridor
Development
Princeton, N.J.

ATT. CHRIS KNIBBE

JOB DESCRIPTION: Remove and reset all  
the loose Belgian Blocks  
and reset them.  
Price for each block is \$ 15.00

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED  
JOB COST: \_\_\_\_\_  
ESTIMATED BY: V. Baldino

## Robert Kiser

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**From:** Chris Knigge  
**Sent:** Thursday, August 28, 2014 12:50 PM  
**To:** Robert Kiser  
**Cc:** Gregory O'Neil  
**Subject:** Belgium block curb replacement in Washington Oaks

Bob:

As directed, informal bids were taken to replace loose Belgium blocks in driveways in the Washington Oaks development.

Greg O'Neil and I estimated the scope of the project to be about 400 individual blocks.

Bids were received to:

- remove each loose block
- clean out all debris from the cavity
- place a mortar bed
- lay the block into the wet mortar bed
- fill the joint between the adjacent blocks with mortar
- point the joint

The three bids to the work are as follows:

T. Fiotakis	\$15/block
Vincent Baldino	\$15/block
L&L Quality Construction	\$13/block - lowest bidder

Note that although Mr. Arduini of L&L Quality Construction quoted the lump sum price of \$5200 (for 400 blocks), he has agreed to do the work at \$13 per block, "As long as it's not only 200 blocks")

Chris Knigge

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