

TOWNSHIP OF WYCKOFF

Bergen County, New Jersey

Waters & Bugbee, Inc.
75 South Gold Drive
Hamilton, NJ 08691

ORIGINAL

**PROPOSAL AND SPECIFICATIONS FOR
SUPPLY, DELIVER AND INSTALL FLEXI-PAVE MATERIAL OR APPROVED
EQUAL ON WALKING TRAIL AT THE RUSSELL FARMS COMMUNITY PARK**

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Dated: July 1, 2020

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Section I - INSTRUCTION & REQUIREMENTS

1. The intent of this specification is for the Township of Wyckoff to obtain a competitive bid from a responsive and responsible contractor to perform the described work below:
 - **SUPPLY, DELIVER, AND INSTALLATION OF APPROXIMATELY 3,500 SQ. FEET OF FLEXIBLE POROUS PAVING MATERIAL (KBI FLEXI PAVE HD 2000) OR APPROVED EQUAL ALONG THE WALKING TRAIL AT RUSSELL FARMS COMMUNITY PARK, LOCATED AT 594 RUSSELL AVENUE.**

The quantities listed are provided as estimates for the work to be performed. The Township of Wyckoff reserves the right to increase and/or decrease the listed quantities as needed to provide the highest quality finished product. However, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10.

The work described in this specification shall begin once contract is signed and a pre-construction meeting is conducted. All work must be completely complete on or before **OCTOBER 2, 2020**.

The project inspector shall be Scott Fisher, Wyckoff Public Works Manager and all work shall be coordinated and inspected through Mr. Fisher. The successful contractor shall not pay for police directors. All police director assignments shall be paid by the Township of Wyckoff. Mr. Fisher shall coordinate these assignments, resident notices and road closure approvals.

2. Bids must be submitted in ink or typewritten only.
3. The Proposal (cover) sheet must be completed and signed by a company official in order to be accepted by the Township of Wyckoff as a valid bid.

Section I (continued)

4. In accordance with N.J.S.A. 52:25-24.2 submission of statement required for bidding on public contracts is required in the specific format of the Statement of Ownership Disclosure in this specification. No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work of the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed. To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.
5. A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in price or other details be made by letter, telegram or verbal statement.
6. Should the bidder wish to state any exceptions to the specifications, he must do so on company letterhead attached to the formal bid referring to the section of the specification that the exception is taken. It is mandatory that the bidder list and explain in detail all exceptions and/or substitutions. The bidder shall explain in thorough and complete detail how the exception taken meets or exceeds the specification requirement. All must be neatly printed in ink or typed. Attaching sales information or specification sheet is not acceptable. It shall be clearly understood that if no exception or substitution is taken, the bidder shall supply all products and services exactly as specified. The bidder must, however, note on the Proposal Page and the technical specifications that exceptions and/or substitutions are taken. The bidder shall provide with the bid this information and in this form to allow the Township of Wyckoff to determine if the exception and/or deviation proposed by the bidder clearly meets or exceeds the specification requirement(s). The Township of Wyckoff shall be the sole determiner of whether an exception meets or exceeds the specification requirement(s). Bidders failing to follow these instructions shall be determined by the Township Administrator to be a non-responsive bid to the specifications and will not be considered for an award.
7. The Township reserves the right to waive defects and informalities in any and all bids as permitted by law, and also reserves the right to select the successful bidder whose proposal does, in the opinion of the Township Committee best meet the needs of the Township. The Township reserves the right not to consider bids which are non-responsive to the bid specifications.
8. All work must be completed in a workmanlike manner using industry standard materials and must be completed in the time of essence time frame provided specifically in the Technical Section.

Section I (continued)

9. The successful bidder(s) will be responsible for beginning the work immediately after receiving notice by the Township of Wyckoff that a contract has been awarded.
10. All bids must be enclosed and received in a sealed envelope and plainly marked on the outside "BID FOR FLEXI-PAVE." If a bidder utilizes delivery service, the outside envelope must state, "BID FOR ROAD FLEXI-PAVE." Any bids not labeled as specified and opened by Township staff shall not be considered for an award due to the bidder's failure to comply with this requirement.
11. Any questions regarding this bid should be referred to Mr. Robert J. Shannon, Jr., Township Administrator, Memorial Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481, Fax 201-891-9359.
12. During the performance of this contract:
 - (a) The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(s) provided that the said subsection shall be applied subject to the terms of subsection 3.4(s) of said regulations.
 - (b) The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time, and the contractor or sub-contractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.
13. The Township of Wyckoff awards contracts or rejects all bids within sixty (60) days. Exception to this schedule would be in accordance with N.J.S. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." All prospective bidders are advised of this schedule since bids must be firm when bid and must remain so for the sixty (60) days or longer if otherwise agreed to by the Township and the bidder.
14. The successful bidder will receive a Township of Wyckoff Purchase Order/contract which shall include all terms, conditions, and specification documents. No terms or conditions other than those set forth in the specifications shall be included in the Purchase Order/contract documents, nor will any form of contract submitted by the successful bidder be accepted by the Township of Wyckoff in lieu of the Township's form of contract.
15. THE SUCCESSFUL VENDOR SHALL NOT ASSIGN, CONVEY, TRANSFER, SUBLET OR OTHERWISE DISPOSE OF THE CONTRACT OR ANY PART AND/OR TO ANY OTHER PERSON, COMPANY OR CORPORATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE TOWNSHIP COMMITTEE.
16. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in his employ to a Township vehicle and equipment. The Contractor shall restore or repair, at his own expense, in a manner satisfactory to the owner, such property as was damaged by those in his employ during the execution of the project. In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the owner, the Township Administrator, may upon 48-hours notice to the Contractor, proceed to make such repairs or restore such property, that in his judgment has been injured or damaged by the Contractor or those in his employ, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

Section I (continued)

17. Insurance Requirements:

The Contractor shall be required to carry full insurance including comprehensive general liability; product liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicles and equipment used by the Contractor in connection with the Contractor's operations under the Contract. Said insurance, by endorsement, shall fully protect the Township from liability. Certificates designating the Township as an additional insured, and evidencing such insurance and coverage, shall be filed with the Township Clerk prior to the commencement of operations hereunder by the Contractor. Certificates said files shall further contain a statement which shall in effect say, "the limits requested represent minimum limits and in no way restrict your liability for any claims in excess of your policy limits."

The following Certificates of Insurance must be furnished with the following minimum limits:

1. Workers' Compensation, Part Two - Statutory
2. A) Comprehensive General Liability:
 - * Minimum limits: \$1,000,000 each occurrence combined single limit for bodily injury and property damage.
 - * \$2,000,000 general aggregate per location, per job
- B) Coverage to include:
 - Premise/Operations
 - Independent Contractors
 - Products/Completed Operations
 - Contractual liability covering liability assumed under the indemnification provision contained in this agreement and deleting any third-party beneficiary exclusion.
 - Personal Injury
 - Broad Form Property Damage including completed operation
 - Environmental liability at a limit of \$1,000,000
 - The Township of Wyckoff, its' officers and agents shall be designated as additional insureds
- C) Comprehensive General Liability must be maintained for at least one (1) year after completion of the contract and its acceptance by the Township.
- D) Umbrella Liability - \$1,000,000
3. Automobile Coverage:
 - Minimum limits: \$1,000,000 combined single limit covering:
 - Owned, hired and non-owned vehicles.

The Certificate of Insurance shall designate the Township of Wyckoff as an additional insured and shall contain a thirty (30) day, written notice of cancellation whereby the Township Clerk will be provided with a written notification of cancellation.

It is understood and agreed the Contractor is an independent Contractor and not an employee of the Township of Wyckoff.

Section I (continued)Indemnification and Hold Harmless

The Contractor agrees to indemnify and hold harmless the Township, the Township Committee of the Township of Wyckoff and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind and nature, including attorneys' fees to which the Township may be put for on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

The Contractor shall hold the Township of Wyckoff harmless for damages to the Contractor's equipment utilized during the term of this Contract.

18. Bids may be forwarded through the mail. However, the Township will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated.
The Township shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Township shall not be responsible for bidder's hand delivering bids who arrive late or to the wrong location.
19. THE SUCCESSFUL BIDDER WHOSE BID IS ACCEPTED WILL BE HELD RESPONSIBLE FOR ANY LOSS OR ERROR ARISING FROM HIS FAILURE OR MISUNDERSTANDING OF THE REQUIREMENTS LISTED IN THE SPECIFICATIONS.
20. The successful bidder will provide all necessary tools, equipment and power required to start and complete the job.
21. Bidders shall sign the attached Non-Collusion Affidavit.
22. The Contractor, by submitting a bid, attests to the fact that neither he nor she, his or her company, nor any sub-contractors are prohibited from receiving the award under N.J.S. A.34:11-56.38 (regarding State of New Jersey list of debarred contractors and sub-contractors).
23. Equal or tie bids. The Township of Wyckoff reserves the right to award at its discretion to any one of the tie bidders in any procedure it deems in the best interest of the Township of Wyckoff.
24. The Township is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax and local taxes.
25. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Township to determine the lowest bid that shall most economically serve the intentions of this bid.
26. Asphalt Price Adjustment and Fuel Price Adjustment Requirement.
In accordance with NJSA 40A:11-16 (d), and (F). The successful bidder shall provide a worksheet that clearly reflects the calculation and that will allow Mr. Fisher, the project inspector to verify the accuracy of this pay item.
27. Successful bidder shall indemnify and save and keep harmless the Township of Wyckoff against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.

Section I (continued)

28. All equipment purchased by the Township of Wyckoff shall be non-proprietary.
29. Only manufactured and farm products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.
30. The Contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
31. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive.
32. Where the Township states a manufacturer's name, it is to be read as "or approved equal" and it is provided to advise bidders of the standard of the quality and an approved make of equipment. Any bidder bidding an alternative product shall ensure the unit proposed as an approved equal, at a minimum, meets the performance requirements and contains not less than specified requirements.
33. If the price bid is different in numbers and words, the price bid in words shall be determined as the official price bid.
34. Bidders shall not change or modify any of the Township of Wyckoff's requirements listed in this specification.
35. Any prospective bidder who wishes to challenge a bid specification may file such challenges in writing with the contracting agent (Township Administrator) no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a specification.
36. The provision or performance of goods or services under this specification and by the successful vendor, shall not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.
37. Bids may be forwarded through the mail. However, the Township will not assume responsibility for those bids. It is the bidder's responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated. The Township shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Township shall not be responsible for bidders' hand delivering bids who arrive late or to the wrong location.
38. If the bidder bids the price in numbers different from the price in words, the Township will consider the price in words as the bidders' price.
39. The successful bidder shall be required to sign and have notarized, the certification that the road milling and paving was performed in accordance with the specification. This certification shall accompany a payment voucher in order to be considered for payment.
40. Bidders are encouraged to visit the roads and familiarize themselves with the work described in the specification.
41. "The Township Committee of the Township of Wyckoff reserves the right not to consider any bids in accordance with the law."

Section I (continued)

42. No official, employee or agent of the Township of Wyckoff is permitted to accept gift(s) from vendors or others conducting business with the Township of Wyckoff.
43. All materials or services furnished on a Purchase Order is specific and subject to Township inspection and approval within a reasonable time after delivery at the Wyckoff destination indicated on the Purchase Order. Materials or services other than those specified in this Purchase Order shall not be substituted without prior, written authority from the Wyckoff Township Administrator. Material rejected will be returned at the vendor's risk and expense
44. The Wyckoff Department Manager who received the item(s) or service(s) is required to sign the Purchase Order, certifying all items were received in full as listed on the Purchase Order.
45. The Township can only purchase materials, supplies, equipment and vehicles via a fully executed Township of Wyckoff Purchase Order. Employees or officials do not have the authority to purchase on behalf of the Township of Wyckoff
46. The Township of Wyckoff does not pay any late fees or interest charges.
47. Bidder shall not be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall not be considered because the bid is not responsive to the specification.
48. It will be understood that all bids are based upon the Township of Wyckoff specification. Bidder shall not type changes on bid specification forms.
49. The person signing and submitting a bid proposal for this specification certifies by the submission of this bid that they are authorized to act on behalf of the company or corporation submitting this bid.
50. Bidders shall include with their bid submitted, a list of five (5) similar municipal projects in the last three (3) years. This list must include the project name, contact person name, company name and telephone number whom the Township can call as a reference.
51. The Township of Wyckoff shall require with a properly signed Township of Wyckoff Voucher, the certification from the contractor that the milling and paving is in accordance with the specifications. This certification shall be notarized and attached to the Township of Wyckoff Voucher for payment consideration.
52. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive
53. The successful bidder will be required to comply with all applicable provisions of the NJ Public Employees Occupational Safety and Health Act, (NJAC 34:6A-25 et. Seq.), when providing any materials, supplies or services as a part of this contract.

Section I (continued)

54. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983 Chapter 315, "Worker and community Right to Know Act", subsection b, section 14. Further, all applicable Material Safety Data Sheets (MSDS), a/k/a Hazardous Substance Fact Sheet, must be furnished to the Township of Wyckoff.
55. Bidders will be responsible for any misunderstandings or the specifications and a Change Order shall be denied.
56. A Bid Bond and a Consent of Surety are required. All bidders are directed to the section of this specification regarding the acceptable form of unconditioned bonds and sureties.
57. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- a. N.J.S.A. 2C:21-34 et. seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b. N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d. Bidder should consult the statutes or legal counsel for further information.
58. In accordance with PL 2005, C.271, 3, any business entity that has received \$50,000. or more in a calendar year in public contracts with public entities, must file an annual disclosure statement with the NJ Election Law Enforcement Commission. The required disclosure statement, titled "The Business Entity Annual Statement" is available from www.elec.state.nj.us.
59. In accordance with N.J.S.A. 40A:11-41 disputes arising under this contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. If disputes arise, the Township of Wyckoff will designate the process of resolution. Nothing in this section shall prevent the Township of Wyckoff from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to PL, 1971, c. 198 (c. 40A:11-1 et seq). A request to invoke the alternate dispute resolution provision shall stay the prompt payment law requirement for the amount of the payment related directly to the dispute only.
60. Certified payroll reports in accordance with the New Jersey Prevailing Wage Act must accompany all payment request(s) for this project.
61. PREVAILING WAGE ACT – Prevailing wage rate determinations may be obtained from the New Jersey Department of Labor, by telephone, or at the Department of Labor website for Official Wage rate Determination. The address of this website is <https://snjpin.state.nj.us/pw/prevwage.html>

Each bidder shall read carefully and fully said published wage rates, and shall predicate and bid on said rates as minimum requirements. Submission of bid shall imply that Bidder has carefully inspected all said wage rates, that the Bidder is thoroughly familiar with all provisions of the Prevailing Wage Act and that should he be awarded a contract, he will fully comply with all provisions of the Prevailing Wage Act.

Section I (continued)

62. Public Works Contractors Registration Act (NJSA 34:11-56.48 et seq). All named contractors in a bid (including out of state contractors) must be registered with the NJ Department of Labor Division of Wage and Hour Compliance at the time bids are received by the Township.

- a. This law requires contractors to submit their Public Works Contractors Registration Act certificate after bids are received and prior to the Township Committee awarding a contract (NJSA 34:11-56.55).
- b. Non-listed subcontractors do not have to be registered until they physically start the Wyckoff public work assigned to them.
- c. The general contractor bidding on the public work is assigned the responsibility of providing to the Township Administrator his Public Works Contractors Registration Act Certificate and the certificates for all named contractors.
- d. If the general contractor after five (5) calendar days after receiving a faxed notice to provide copies of the general contractors and any named contractors Public Works Contractors Registration Act certificate and fails to provide copies of certificates that were issued prior to receipt of bids, the bid shall be rejected as non-responsive and offered to the most eligible bidder.
- e. The General Contractor shall provide the Township Administrator with certificates of all non-listed contractors at the time they physically start work.
- f. Effective May 1, 2019, vendors shall participate in registered apprenticeship programs pursuant to P.L. 2019, CHAPTER 21.

63. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and understand that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

64. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with NJ Worker and Community Right to Know Law (NJSA 35:51 et seq., and NJAC 5:89-5 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.

65. NON-COLLUSION AFFIDAVIT

The affidavit shall be properly executed and submitted with the bid proposal.

66. This procurement is being performed in accordance with P.L. 2004 c 19 known as the Pay to Play Law, (Fair and open process).

67. The apparent low bidder shall be responsible to submit to the Township of Wyckoff Administrator the following documents after the bid opening and when they are notified they are the apparent low bidder and before a contract award date.

- a. In accordance with PL 2009, c. 315, a Business Registration Certificate (BRC) issued by the NJ Department of Treasury, Division of Revenue.
- b. The apparent low bidder shall be responsible for providing to the Wyckoff Administrator an Affirmative Action 302 form after notification that they are the apparent low bidder and prior to the contract award date.
- c. The apparent low bidder shall provide the Wyckoff Administrator with a copy of its current Public Works Contractors Registration Act Certificate prior to the contract award date.

Section I (continued)

68. It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act.
- Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.
69. In accordance with NJSA 2A:44-128b, the Township of Wyckoff charges an inquiry fee for information contained in the written notice to the Township regarding written notices filed in accordance with the municipal mechanics lien law. The file is available Monday through Friday 9:30 am to 4 pm. the fee to reproduce copies of any written notices of mechanics liens shall be in accordance with the Open Public Records Law.

BIDDERS – PLEASE READ THOROUGHLY

70. In order to be fair to all bidders, a uniform not to exceed completion period for the work from Wednesday, August 5, 2020, through Friday, October 2, 2020 has been established to complete all milling, resurfacing and paving of municipal roads. Liquidated damages (not a penalty) shall be charged for failure to complete the work within the time duration provided which ends on Friday October 2, 2020 as allowed in NJSA 40A:11-19. Therefore, bidders shall include in their bid prices, the cost to comply with this working day period. Liquidated damages of \$270 per day that the work is not completed as required by the working day duration, and any extension (due to inclement weather that prevents work), shall be charged for each calendar day the work exceeds the Friday October 2, 2020 completion date. The Township shall deduct and retain from any money due or to become due hereunder the amount of the liquidated damages.
71. The Township of Wyckoff requests bidder's lowest unit prices for the material and service as detailed in these specifications. Bidders lowest bid price SHALL NOT include any pricing for donations, contributions to fundraisers, etc. or anything else. The Township of Wyckoff requests bidders' lowest unit pricing for the work described in these specifications.
72. In accordance with NJAC 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
73. The award, if any, shall be based on a responsible bidder's lowest responsive and responsible bid price for the lowest total price.
74. It is recommended that all bidders visit the site of the work-Russell Farms Community Park, at 594 Russell Ave. and familiarize themselves with the site conditions and project limits.

Section I (continued)

75. Prompt Payment Law.

Township of Wyckoff's Compliance with Public Law of 2006, Chapter 96, known as the "Prompt Payment Law." This law applies to public and private construction contracts regardless of the amount of the contract. In accordance with the law, the Township of Wyckoff has established the following definitions to comply with the thirty (30) day payment compliance requirement.

DEFINITIONS:

The Township of Wyckoff utilizes the Alternate Method for payment of claims in accordance with the Prompt Payment Law.

"Township of Wyckoff complete voucher" is defined as the Township's voucher portion of its Purchase Order signed by the contractor with attached, detailed information to clearly list unit prices and the number of unit(s) provided, services provided, percentage of completion of the total contract and prevailing wage payroll compliance report (where applicable).

"Billing Date Starts" the date a "Township of Wyckoff complete voucher" is submitted to the Accounts Payable Clerk in the Tax Office of Wyckoff Town Hall. This billing date shall be used for periodic payments, final payment and retainage monies.

The Payment Cycle is the attached list of dates the Township Committee of the Township of Wyckoff will consider claims for payment. Payment shall be mailed to the contractor no later than five (5) days after the Township Committee approves payment. *

A request to invoke the alternate dispute resolution provision shall stay the Prompt Payment Law requirement for the amount of the payment related directly to the dispute only.

PROCESS

- All "Township of Wyckoff complete vouchers" shall be provided to the Accounts Payable Clerk in the Tax Office, Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481 for the "Billing Date Starts" for compliance with the NJ Prompt Payment Law. Any demand for payment (in whatever form), given to the Township Consulting Engineer shall not trigger the "Billing Date Starts."
- Contractors are advised that any demand given to the Township Consulting Engineer shall not start the "Billing Date Start."
- If the contractor submits a Township of Wyckoff voucher which is, in fact, incomplete; the "Billing Date Starts" re-starts when the contractor submits a "Township of Wyckoff complete voucher."

2020 PROMPT PAYMENT "TOWNSHIP OF WYCKOFF"

COMPLETE VOUCHER" DUE DATE LIST

EFFECTIVE SEPT. 1, 2006 GOVERNOR CORZINE SIGNED THE PROMPT PAYMENT LAW P.L. 2006 C. 96 STATING THAT CONSTRUCTION SERVICES BE PAID ON A TIMELY, ESTABLISHED SCHEDULE

SCHEDULE FOR TOWNSHIP COMMITTEE MEETINGS INCLUDING DATES IN WHICH "TOWNSHIP OF WYCKOFF COMPLETE VOUCHER PAYMENTS" DUE FOR PAYMENT
TOWNSHIP OF WYCKOFF COMPLETE VOUCHER DUE DATE:

PAYMENT AUTHORIZATION DATE:

Tuesday, January 14, 2020
Tuesday, February 4, 2020
Tuesday, February 18, 2020
Tuesday, March 3, 2020
Tuesday, March 17, 2020
Tuesday, April 7, 2020
Tuesday, April 21, 2020
Tuesday, May 5, 2020
Tuesday, May 19, 2020
Thursday, June 4, 2020
Tuesday, June 16, 2020

Tuesday, July 7, 2020
Tuesday, July 21, 2020
Tuesday, August 4, 2020
Tuesday, September 1, 2020
Tuesday, September 15, 2020
Tuesday, October 6, 2020
Tuesday, October 20, 2020
Thursday, November 5, 2020
Monday, November 16, 2020
Tuesday, December 1, 2020
Tuesday, December 15, 2020

DUE DATE TO THE ACCOUNTS PAYABLE CLERK BY NOON:

Wednesday, January 8, 2020
Wednesday, January 29, 2020
Tuesday, February 11, 2020
Wednesday, February 26, 2020
Wednesday, March 11, 2020
Wednesday, April 1, 2020
Wednesday, April 15, 2020
Wednesday, April 29, 2020
Wednesday, May 13, 2020
Wednesday, May 27, 2020
Wednesday, June 10, 2020
Tuesday, June 30, 2020
Wednesday, July 15, 2020
Wednesday, July 29, 2020
Wednesday, August 26, 2020
Wednesday, September 9, 2020
Wednesday, September 30, 2020
Wednesday, October 14, 2020
Wednesday, October 28, 2020
Tuesday, November 10, 2020
Tuesday, November 24, 2020
Wednesday, December 9, 2020

PLEASE NOTE DUE DATES

THE TOWNSHIP OF WYCKOFF UTILIZED THE ALTERNATE METHOD FOR PAYMENT OF CLAIMS IN ACCORDANCE WITH THE PROMPT PAYMENT LAW.

A. "TOWNSHIP OF WYCKOFF COMPLETE VOUCHER" IS DEFINED AS THE TOWNSHIP'S VOUCHER PORTION OF ITS PURCHASE ORDER SIGNED BY THE CONTRACTOR WITH ATTACHED, DETAILED INFORMATION TO CLEARLY LIST UNIT PRICES AND THE NUMBER OF UNIT(S) PROVIDED, SERVICES PROVIDED, PERCENTAGE OF COMPLETION OF THE TOTAL CONTRACT AND PREVAILING WAGE PAYROLL COMPLIANCE REPORT (Where Applicable)

B. "BILLING DATE STARTS" THE DATE A TOWNSHIP OF WYCKOFF COMPLETE VOUCHER IS SUBMITTED TO THE ACCOUNTS PAYABLE CLERK IN THE TAX OFFICE OF WYCKOFF TOWN HALL. THIS BILLING DATE SHALL BE USED FOR PERIODIC PAYMENTS, FINAL PAYMENT AND RETAINAGE MONIES.

C. "THE PAYMENT CYCLE" IS THE ATTACHED LIST OF DATES THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WYCKOFF WILL CONSIDER CLAIMS FOR PAYMENT. PAYMENT SHALL BE MAILED TO THE CONTRACTOR NO LATER THAN FIVE (5) DAYS AFTER THE TOWNSHIP COMMITTEE APPROVES PAYMENT.

Section I (continued)

76. The successful bidder shall begin work on the start work date required in the specification and the successful bidder shall remain in Wyckoff performing the milling and road resurfacing work until all the work is completely complete. The successful bidder shall not be allowed to stop work in Wyckoff and begin work in another municipality or for a private client until the work required in this specification is completed.

79. Standardized Changed Condition Clauses:

I. Differing Site Conditions:

The law defines "differing site conditions" as the physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

All construction contracts must include the following differing site conditions provisions:

- If the contractor encounters differing site conditions during the progress of the contract work, the contractor must promptly provide written notification to the contracting unit of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area
- Upon receipt of differing site conditions written notice or upon the contracting unit otherwise learning of differing site conditions, the contracting unit must promptly undertake an investigation to determine whether differing site conditions are present.
- If the contracting unit determines that different site conditions may result in additional cost or delays, the contracting unit shall provide prompt written notification to the contractor containing directions on how to proceed.
 - The contracting unit must make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
 - If both parties agree to the contracting unit's investigation and directions decrease the contractor's costs or time, the contracting unit is entitled to fair and equitable downward adjustment to the contract and price
 - If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit must notify the contractor, in writing, and the contractor must resume performance of the contract, and be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- Contract execution by the contractor constitutes a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

Section I (continued)**II. "Suspension of Work"**

Contract must include the following suspension of work provisions:

- The contracting unit must provide advance written notice to the contractor of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work.
 - The notice must include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit.
 - Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- Upon receipt of the contractor's suspension of work notice, the contracting unit must promptly evaluate the contractor's notice and promptly advise, in writing, the contractor of its determination on how to proceed.
 - If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date.
 - If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work and is entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- Failure of the contractor to provide timely notice of a suspension of work will result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

Section I (continued)**III. “Change in Character of Work”**

The law defines “material change” as a character change which increases or decreases the contractor’s cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date or both.

Contract must include the following material change provisions:

- If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor must notify the contracting unit in writing. The contractor must continue to perform all work on the project that is not the subject of the notice.
- Upon receipt of the contractor’s change in character notice the contracting unit shall promptly evaluate the contractor’s notice and promptly advise the contractor of its determination on how to proceed in writing.
- If the contracting unit determines that a change to the contractor’s work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.
- If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor must continue the performance of all contract work and is entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

Section I (continued)

IV. "Change in Quantity"

The law defines "bid proposal quantity" as the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

Contract must include the following change in quantity provisions:

- Contracting unit may increase or decrease the quantity of work to be performed by the contractor
- If the quantity of a pay item:
 - Is cumulatively increased or decreased by 20% or less from the bid proposal quantity, the quantity change is considered a minor change in quantity.
 - The contracting unit must make payment for the quantity of the pay item performed at the bid price for the pay item
 - Is cumulatively increased or decreased by more than 20% from the bid proposal quantity, the quantity change is considered a major change in quantity.
- For major increase:
 - the contracting unit or the contractor may request to renegotiate the price for the quantity in excess of 120% of the bid proposal.
 - If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit **unless otherwise specified in the original bid.**
- For major decrease:
 - The contracting unit or the contractor may request to renegotiate the price for the quantity of work performed
 - If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit **unless otherwise specified in the original bid.** Provided that the contracting unit does not make a payment in an amount that exceeds 80% of the value of the bid price multiplied by the bid proposal quantity.

83. Termination of Contract.

- A.** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B.** Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to

the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

Section I (continued)

- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

84. Payment shall be made after:

- 1) The Township Inspector, Mr. Fisher reviews and verifies tabulated totals for the total amount of square yards of flexi-pave materials.
- 2) Mr. Fisher reviews and verifies tabulated totals of all HMA weigh tickets.
- 3) Mr. Fisher reviews and verifies the completion of all castings reset.
- 4) Receipt of Prevailing Wage Reports and the Township form – "CERTIFICATION THAT THE PROJECT WAS PERFORMED IN ACCORDANCE WITH THE SPECIFICATION."
- 5) A signed Township of Wyckoff voucher with the aforementioned items will be submitted to the Township Committee and considered for approval at either the first or third Tuesday of the month.
- 6) After Township Committee approval, a check will be available at 1:00 pm on the day after the voucher with all supporting documents was approved.

ATTACHMENT #1

N.J.S.A. 10:5-31 and N.J.A.C.17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 or subcontractor, where applicable 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

ATTACHMENT #1
(Continued)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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.

In conforming with the applicable employment goals, the contractor or subcontractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ATTACHMENT 2
 AMERICANS WITH DISABILITIES ACT OF 1990
 Equal Opportunity for Individuals with Disability

The contractor and the Township of Wyckoff, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

TOWNSHIP OF WYCKOFF CIVIL RIGHTS POLICY

It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act.

Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 or subcontractor, where applicable 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, 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 or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

EXHIBIT B (Cont)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (Cont)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (Cont)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Section II- TECHNICAL REQUIREMENTS

The Township of Wyckoff has performed research and has inspected recreational facilities in the northeast region, and the Township has determined that the product KBI Flexi-Pave HD 2000 is the required product that most effectively satisfies our need for the recreational trail at Wyckoff's passive recreation open space facility- Russell Farms Community Park. Our conclusion after a thorough and complete review is that this product has the characteristics for long life usefulness in the Township of Wyckoff which is based on the following: it is porous and will solve our storm water erosion and will solve the drainage problem at the park with its flexibility and ability to defuse water force; its ability to remove pollution from storm water runoff that percolates (perks) through it; it's porosity quality that allows it to act as a pressure relief valve from hydrostatic pressure; resistant to cracking in high flood events, or from tree roots; reduces liability trip hazard risks; its durability and resistance to freeze/ thaw cycles; it's permeability; it is shock absorption reducing the chance of injury from a fall and it's absorption quality also known as " easy on the knees" for older individuals; sound absorption capability; and it is sustainable and accessible- it is a sustainable LEED qualified construction material and it exceeds ADA compliance with a 0.65 coefficient of friction rating, and it is virtually maintenance free reducing long term maintenance costs.

A. SCOPE OF WORK

1. The work shall include:

1. Supply, deliver and installation of approximately 3500 sq. ft. of flexible porous paving material (KBI Flexi- Pave HD2000) or approved equal, along the walking path at Russell Farms Community Park.
2. The Flexi-Pave material will be installed at 1.5" thickness.
3. Edges of Flexi-Pave material will be chamfered at a 45-degree angle or matched to the existing surface.
4. The width of the paths will be 5' unless otherwise determined by the Township Inspector.
5. All path prep work and sub base will be provided by the Township of Wyckoff's Department of Public Works.
6. Attached is a photo/drawing of the park that depicts the project limits.

B. PROJECT TIME FRAME/HOURS OF WORK

1. Monday to Saturday 7:00 am- 6:00pm.
2. The work contemplated under this contract may begin on Wednesday, August 5, 2020 and shall be completed by Friday, October 2, 2020.

TECHNICAL REQUIREMENTS (Continued)

C. EQUIPMENT STORAGE AND SITE SAFETY

1. The contractor is solely responsible for all equipment while working within the Township of Wyckoff.
2. At the end of each work day, the Township Inspector will coordinate with the contractor to determine a safe location for the storage equipment overnight.
3. The contractor is responsible to supply all safety devices, i.e. orange barrels, cones and signs that will be placed around equipment which is stored overnight in the Township of Wyckoff.
4. The Township of Wyckoff is not responsible for the safety of the contractor's equipment
5. The contractor is responsible for managing a safe work zone while working at the Russell Farms Community Park.

D. GENERAL

1. The Flexible Porous Paving shall be KBI Flexi-Pave HD 2000 or approved equal made from recycled passenger tires, crushed stone and a urethane binding agent.
2. All components, materials and compounds shall be 100% sourced and manufactured in the USA. The Flexible Porous Paving shall be supplied by a manufacturer with at least 10 years experience that can supply references for similar applications and installations in the USA.

E. SUBMITTALS REQUIRED TO BE INCLUDED IN THE BID PROPOSAL

The Flexible Porous Paving manufacturer documentation:

1. Certificates stating that materials meet or exceed the specified contract requirements.
2. Site handling and storage instructions.
3. Mixing and installation instructions.
4. A sample that reflects the characteristics of the material to be installed. The sample, upon approval, shall be maintained as the standard of minimum quality for all the proposed surfacing and paving work required for the project.

TECHNICAL REQUIREMENTS (Continued)

F. CONTRACTOR SHALL:

1. The Contractor's craftsmen or crew chief, installing the Flexible Porous Paving shall be qualified by KB Industries (or the manufacturer who manufactures any proposed equal product) to supply, deliver and perform the installation of the Flexi-Pave HD 2000 product.
2. Furnish all labor, materials, tools, equipment, and incidentals required to install KBI Flexi-Pave HD 2000.
3. Provide an adequate number of skilled workers who are trained and experienced with installing KBI Flexi-Pave HD 2000 and are familiar with the specified contract requirements and the methods needed for its installation.
4. Install the KBI Flexi-Pave HD 2000 to depth and width as described in the specifications and shown in the contract drawings.
5. Reduce the risk of damage to the Flexible Porous Paving surface by not allowing track vehicles (metal or rubber), forklifts (warehouse-variable reach), main lifts (booms or scissors), and/or dumpsters or roll-off containers on the KBI Flexi-Pave HD 2000 either during or following installation. Any explicit or implied warranty is voided through failure to comply with this section.

G. KBI FLEXI-PAVE HD2000 OR APPROVED EQUAL SHALL:

1. The KBI Flexi-Pave HD 2000 shall be installed in accordance with the manufacturers written instructions to an average depth of 1.5 inches over the prepared sub-base.
2. The KBI Flexi-Pave HD 2000 shall be the color cypress.
3. The KBI Flexi-Pave HD 2000 shall be mixed with a urethane binding agent based on MDI Polyether Polyols and shall be free of extender oils to prevent leaching over time. Binders that use extender oils will not be acceptable.
4. The KBI Flexi-Pave HD 2000 shall be cured and fit for use within 24 hours of installation.
5. The KBI Flexi-Pave HD 2000 shall have a composition of 50% stone aggregate and 50% chipped rubber tires by weight for trails, carts paths, sidewalks and tree surrounds. For vehicular applications, such as driveways and parking lots, the composition shall be 50% stone aggregate and 50% chipped rubber tires by volume.

TECHNICAL REQUIREMENTS (Continued)

H. QUALITY ASSURANCE:

1. The Contractor is responsible for supplying and installing a warranted material that meets, or exceeds, the manufacturer's specifications and testing:
2. ASTM C 666/C/666M- Freeze-Thaw testing with no cracks or breaks through 300 cycles of testing.
3. Designated as "Highly Permeable" under FL DOT FM 5-565 permeability testing.
4. Independent testing showing a perk rate of 2400 gph (40 gpm) per sq. ft. or higher.
5. Scuff/Power Steering Resistance in accordance with ISSA TB 100 / ISSA TB 139.
6. Accelerated Weathering using ASTM 4798.
7. Hamburg Loaded Wheel Testing TX DOT 242-F, must be equivalent or better than 2.3 rut depth at 8,000 cycles and full recovery within 24 hours.
8. Static Creep Testing TX DOT 231-F, shall be equivalent to or better than total strain +2.703% and permanent strain equal to 0.514%.
9. Resilient Modulus Testing in accordance with ASTM D 4123 shall be equivalent or better than 68,495 pounds.
10. Slip resistant and ADA compliant, in accordance with ASTM D 2047 testing.
11. Heat resilient to 400 degrees in accordance with ASTM D 4123 testing.
12. Sound absorbent, in accordance with ASTN C423-09a / E795-05 testing.
13. Compression tested and be able to withstand 250 psi without permanent deformation or damage.
14. Has a leachate less than 6 parts per billion and containing no organic compounds or heavy metals.
15. The material shall be resistant to the following elements: transmission, hydraulic, and brake fluids, gasoline, diesel, saltwater, oil, chlorine, ozone, bromine, and muriatic acid.

TECHNICAL REQUIREMENTS (Continued)

I. PROJECT CONDITIONS:

1. The Contractor shall provide appropriate and adequate protection to adjacent areas including but not limited to:
2. Protection of adjacent work space from splashing of Flexible Porous Paving materials.
3. Remove all stains from exposed surfaces of paving, structures, and grounds.
4. Remove all waste and spillage.
5. Provide suitable protection to assure no damage or disturbance to existing improvements or vegetation before starting work and maintain protection throughout the course of the work.
6. Restore and repair areas, at no additional cost to the owner, that have been damaged as a result of construction work, including existing paving on or adjacent to the site, to their original condition or repair as directed to the satisfaction of the Owner's Representative.

J. WEATHER:

1. KBI Flexi-Pave HD2000 urethane binder is engineered based on the geographical location of the project and climate expectations during installation. KBI will provide the appropriate binder for each installation and the materials delivered will be based on project location and seasonality.
2. KBI Flexi-Pave HD2000 shall not be installed when the ambient air temperature in the shade near the installation site is above 95° F or below 32° F. Temperatures below 50° F can extend the curing time and would fall outside of normal "use ready in 24 hours" guidelines.
3. The urethane binder shall be stored on site at between 40°- 77° F and used within 12 months of delivery.
4. The Contractor shall not pave on days when rain or snow is forecast, unless a change in the weather results in favorable paving conditions as determined by the Owner's Representative.
5. In the event of rain on days prior to installation, the sub base must be dry and not contain any standing or moving water.

TECHNICAL REQUIREMENTS (Continued)

K. WARRANTY:

1. The KBI Flexi- Pave HD 2000 shall have a material warranty of 1 year from the date of installation (extended warranties are available with the addition of a maintenance program)
2. The Manufacturers' warranty shall be issued on completion of the installation and final inspection.
3. The Manufactures' warranty is based on the installation completed by an on-site installation trained and qualified team of tradesmen. Faulty workmanship by tradesmen will be cause to void the warranty.

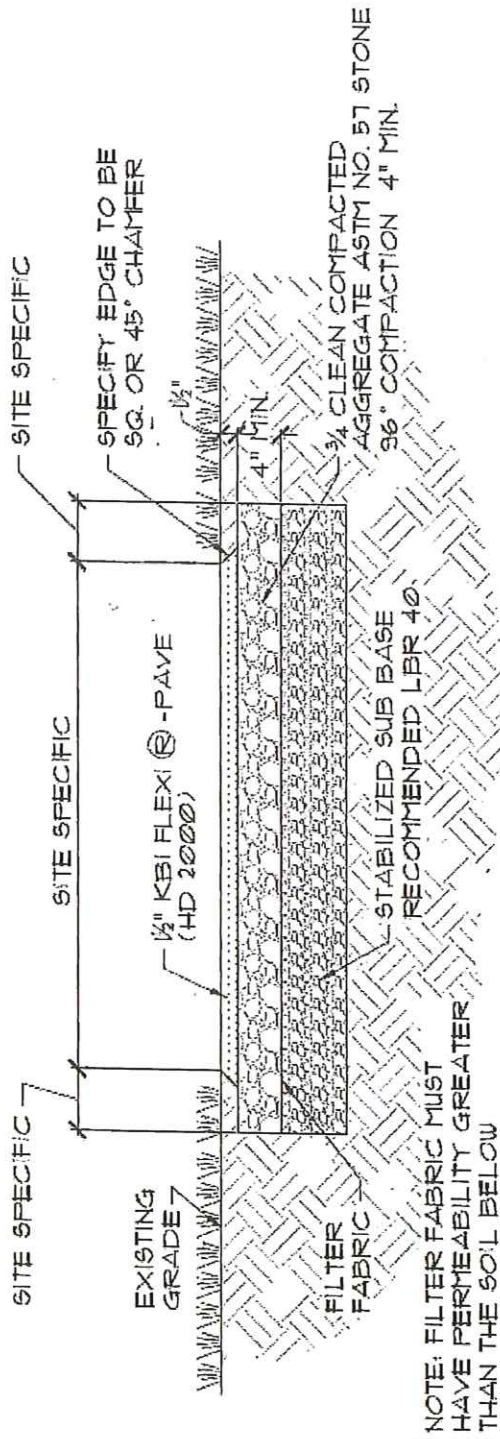
L. REQUIREMENT FOR PRE-CONSTRUCTION MEETING

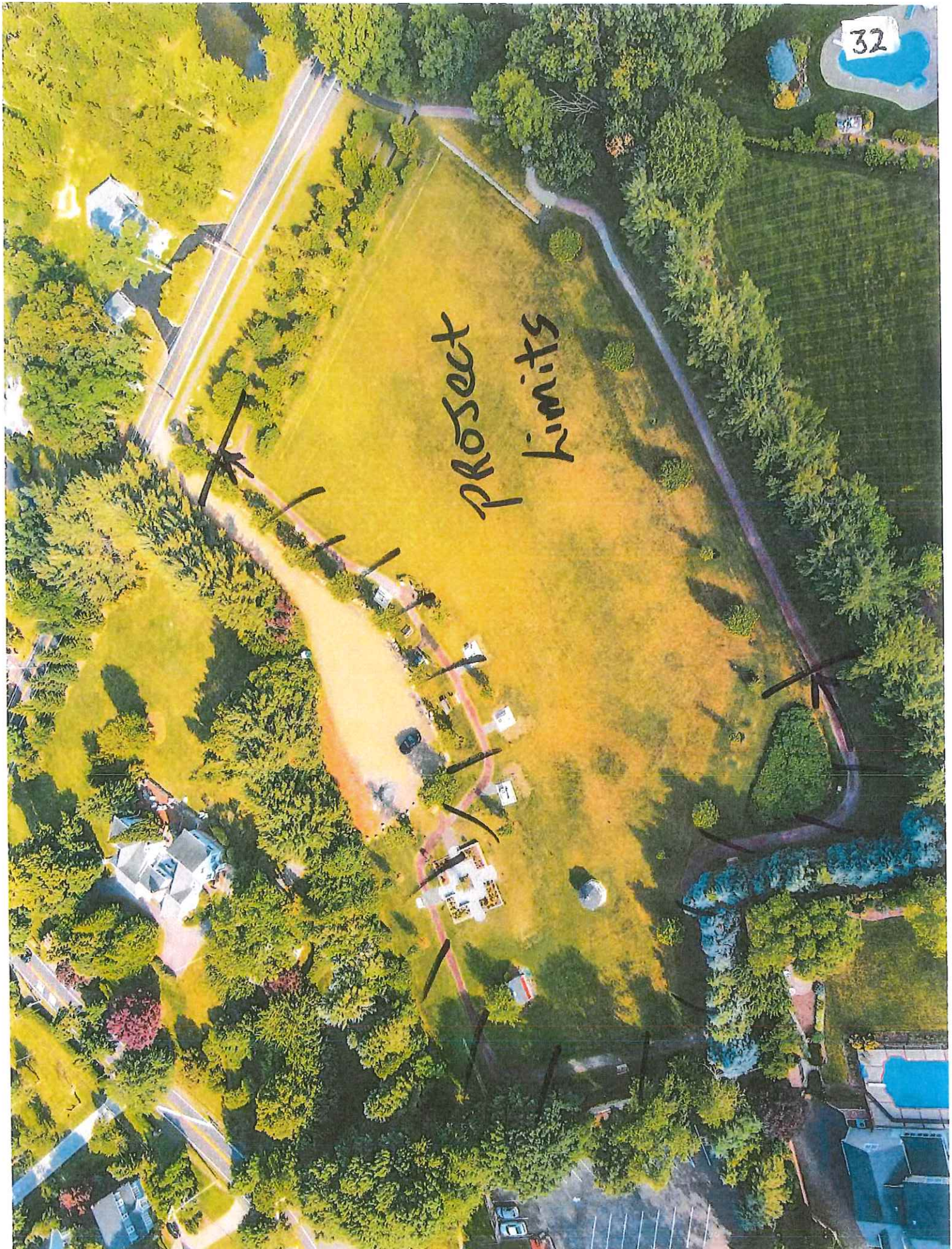
The successful bidder is responsible to schedule a pre-construction site meeting to verify project limits with the project inspector, Mr. Scott Fisher, 201-954-3450 prior to the commencement of work.

M. ATTACHED IS THE CONSTRUCTION DRAWING

KBI FLEXI (R) PAVE

SCALE - 3/4" = 1'-0"





Project
Limits

32

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF **Mercer**

I **Charles P. Waters**

of the City of **Forked River**

in the County of **Ocean**

and the State of **New Jersey**

of full age, being duly sworn according to law on my oath depose and say that:

I am **Executive Vice President**

Of
The
firm of **Waters & Bugbee, Inc.**

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Wyckoff relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Waters & Bugbee, Inc. (N.J.S.A. 52:34-15)
(Name of Contractor)



(Also type or print name of affiant under signature)
Charles P. Waters, Executive Vice President
Subscribed and sworn to before me this

Day of **July 28th** 20 **20**



Notary Public of
My commission expires: **4/1/23**



STATEMENT OF OWNERSHIP DISCLOSURE
 N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information shall render the bid proposal unresponsive and it will not be considered for an award.
Name of Organization: Waters & Bugbee, Inc.

Organization Address: 75 South Gold Drive, Hamilton NJ 08691

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
 (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets in the below format if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Jeffrey S. Waters	306 Worstall Alley, Newtown PA 18940
Donald R. Waters, Jr.	1701 Dyers Lane, Washington Crossing PA 18977
Charles P. Waters	604 Franklin Court, Forked River NJ 08731

STATEMENT OF OWNERSHIP DISCLOSURE

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets in the below format if more space is needed.

Table with 2 columns: Website (URL) containing the last annual SEC (or foreign equivalent) filing, Page #'s. Row 1: N/A

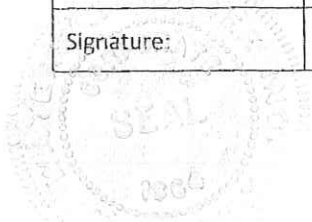
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets in the below format if more space is needed.

Table with 2 columns: Stockholder/Partner/Member and Corresponding Entity Listed in Part II, Home Address (for Individuals) or Business Address. Rows include Jeffrey S. Waters, Donald R. Waters, Jr., and Charles P. Waters.

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Wyckoff is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of Wyckoff to notify the Township of Wyckoff, Municipal Administrator, in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township of Wyckoff to declare any contract(s) resulting from this certification void and unenforceable.

Table with 4 columns: Full Name (Print): Charles P. Waters, Title: Executive V.P., Signature: [Handwritten Signature], Date: 7/28/20



ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS
TOWNSHIP OF WYCKOFF

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revision, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of this notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick up, etc.)	Date Received
None		

Acknowledgment by Bidder:

Name of Bidder: Waters & Bugbee, Inc.

By Authorized Representative: Charles P. Waters, Executive V.P.

Signature: 

Printed Name and Title: Charles P. Waters, Executive V.P.

Date: 7/28/20

**BIDDER'S LIST OF FIVE (5) COMPARATIVE MUNICIPAL ROAD RESURFACING
PROJECTS WITH SIMILAR VOLUME THAT THE BIDDER HAS COMPLETED
IN THE PAST THREE (3) YEARS**

List Municipal Project Name for each of five (5) municipal projects performed in the past three (3) years. Clearly state the following:

- A. Name of Project, the volume of paving performed, and the month(s) and year the work was performed and completed.
- B. Municipality for which the work was performed.
- C. The contact person for the entity which contracted for the milling and paving. (The contact person must still be in the entity's employ and knowledgeable on the paving contractor's work and willing to discuss it with the Township).
- D. Provide the contact person's name, title, complete telephone number and complete email address.

Waters & Bugbee, Inc - Project Experience Schedule 2020

Classification	Project	Location	Owner/Prime Customer	Owner/Prime Customer Contact	Architect/Engineer	Value	M	Completion Year
PAVING RESTORATION	Trenton Small Hole Paving Restoration Blanket 2018 Asphalt Paving Restoration and Concrete Sidewalk Restoration	Trenton, NJ	PSE&G Trenton Gas District, 665 Whitehead Road, Trenton NJ 08648	Chris Pangaldi 609-743-1123	N/A	\$2,718,458.50	4	2020
CONCRETE ROADWAY RESTORATION	PSEG 1928-GC-ND Clifton Gas Concrete Rd Restoration 17,000 LF of 10" Concrete Roadway Restoration	Passaic City, NJ	PSE&G Clifton Gas District, 240 Kuller Road, Clifton, NJ 07011	Tony Dinardo 973-365-2972	N/A	\$962,794.00	6	2019
PAVING RESTORATION	PSEG Electric BUD 123 Woodlake Mill Pave 14,000 SY 2" Asphalt Milling & Paving	Piscataway Twp., NJ	PSE&G, 80 Park Plaza, Newark, NJ 07102	Gladys Durand 862-236-0505	N/A	\$395,957.00	10	2019
CONCRETE ROADWAY RESTORATION	PSEG Oradell Gas Hazlitt Ave Concrete Road Restoration 6-8" Concrete Roadway Restoration 1,700 SF	Leonia, NJ	PSE&G Oradell Gas District, 451 New Milford Ave, Oradell NJ 07649	Nicholas Tseng 973-253-3009	N/A	\$112,734.00	8	2018
CONCRETE ROADWAY RESTORATION	PSEG 50-ND-18 Concrete Rd Restoration Valley Rd CF-3 12" Concrete Road Restoration 8,100 SF	Clifton, NJ	PSE&G Clifton Gas District, 240 Kuller Road, Clifton, NJ 07011	Mike Duval 201-954-0887	N/A	\$170,962.00	10	2018
PAVING RESTORATION	PSE&G Trenton Paving Restoration Blanket 2017 Asphalt Paving Restoration and Concrete Sidewalk Restoration	Trenton, NJ	PSE&G Trenton Gas District, 665 Whitehead Road, Trenton NJ 08648	Chris Pangaldi 609-743-1123	N/A	\$637,486.00	12	2017
PAVING RESTORATION	PSE&G New Brunswick Gas District 75-MC-2017 Roadway Restoration Somerset Street (Rt. 27) 318,600 +/- SF of Asphalt Roadway Restoration, Milling, Saw Cutting, Striping	New Brunswick, NJ	PSE&G, 80 Park Plaza, Newark, NJ 07102	James Cavanagh 908-668-3840	N/A	\$2,501,813.00	10	2017
FLEXI-PAVE FLEXIBLE POROUS PAVING	Unilever Englewood Cliffs Facility Flexible Porous Paving Walking Paths Install Flexi-Pave Porous Paving on 5,160 SF of walking paths	Englewood Cliffs, NJ	V.A. Spatz & Sons Construction, Inc., 91 Lone Pine Drive, Berkeley Heights, NJ 07922	John Roberts 908-464-0208	NA	\$82,305.00	12	2017
FLEXI-PAVE FLEXIBLE POROUS PAVING	Shoppes @ Depiero Farms Flexi-Pave Walking Paths. Install Flexi-Pave Porous Paving on 38,008 SF +/- on walking paths	Montvale, NJ	Mike Fitzpatrick & Son Inc., 18 Cozy Lake Road, Oak Ridge, NJ 07438	Gary Gatto 973-208-5500	NA	\$527,170.00	11	2017
PAVING RESTORATION	Burlington Paving Restoration Blanket 2014-2017 Asphalt Paving Restoration and Concrete Sidewalk Restoration	Burlington Twp, NJ	PSE&G, Burlington Gas District, 300 Connecticut Drive, Burlington, NJ 08016	Al Davis 609-239-2402	N/A	\$2,486,727.00	4	2017
PAVING RESTORATION	Trenton Paving Restoration Blanket 2014-2017 Asphalt Paving Restoration and Concrete Sidewalk Restoration	Trenton, NJ	PSE&G Trenton Gas District, 665 Whitehead Road, Trenton NJ 08648	Chris Pangaldi 609-743-1123	N/A	\$2,699,089.00	4	2017

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
Page 1 of 2

Bid name: SUPPLY, DELIVERY AND INSTALL FLEXI-PAVE MATERIAL OR APPROVED EQUAL AT RUSSELL FARMS COMMUNITY PARK
Bid Due Date: WEDNESDAY, JULY 28, 2020
Bidder: Waters & Bugbee, Inc.

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Wyckoff under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran outlined above by completing the section below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

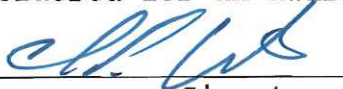
Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

PART 3: CERTIFICATION SIGNATURE:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Wyckoff is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Wyckoff to notify the Township of Wyckoff in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Wyckoff and that the Township of Wyckoff at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.



Signature

Charles P. Waters

Print Name

Executive V.P.

Title

7/28/20

Date



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET

P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039

<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Amona
2. Bank Markazi Iran (Central Bank of Iran)
3. Bank Mellat
4. Bank Melli Iran
5. Bank Saderat PLC
6. Bank Sepah
7. Bank Tejarat
8. China International United Petroleum & Chemicals Co., Ltd. (Unipee)
9. China National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Petroleum & Chemical Corporation (Sinopec)
13. China Precision Machinery Import-Export Corp. (CPMIEC)
14. Indian Oil Corporation
15. Kingdream PLC
16. Naftiran Intertrade Company (NICO)
17. National Iranian Tanker Company (NITC)
18. Oil and Natural Gas Corporation (ONGC)
19. Oil India Limited
20. Persia International Bank
21. Petroleos de Venezuela (PDVSA Petróleo, SA)
22. PetroChina Company, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong Fin Cnc Machine Company, Ltd.
25. Sinohydro Co., Ltd.
26. SKS Ventures
27. Som Petrol AS
28. Zhuhai Zhenrong Company

List Date: July 30, 2019

CERTIFICATION THAT THE WORK IS IN COMPLIANCE
WITH THE REQUIREMENTS OF THE SPECIFICATIONS

I certify that the construction of the work in the specification is in compliance with all of the requirements of
the specifications dated July 28, 2020.

Waters & Bugbee, Inc.

COMPANY

75 South Gold Drive, Hamilton NJ 08691

Address

Jeffrey S. Waters, President

President/Owner

Jeffrey S. Waters

Signature of President/Owner

609-584-1100

Telephone

bids@watersandbugbee.com

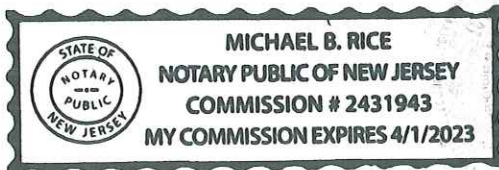
Email

Sworn to and subscribed
Before me on the 28th day
Of July, 2020

NOTARY

Michael B. Rice

My commission expires on: 4/1/23



Section III
BID PROPOSAL (Page 1 of 3)

The undersigned, having read and carefully reviewed the Notice to Bidders, Instructions to Bidders & Technical Specifications, hereby agree to perform the work in accordance with the specifications.

THE UNDERSIGNED BIDDER HEREBY REPRESENTS TO THE TOWNSHIP OF WYCKOFF THAT HE HAS NOT DISCUSSED, COMPARED OR DISCLOSED HIS BID WITH ANY, OR TO ANY OTHER BIDDER AND THAT THIS BID IS NOT IN ANY WAY DIRECTLY OR INDIRECTLY THE RESULT OF ANY FRAUD OR COLLUSION.

SUPPLY, DELIVER AND INSTALL 3,500 SQ. FEET OF FLEXI-PAVE HD 2000 OR APPROVED EQUAL MATERIAL ON RECREATIONAL TRAILS AT THE RUSSELL FARMS COMMUNITY PARK

Price per sq. foot of material installed

Seventeen Dollars and Twenty Cents	Dollars & Cents	\$ <u>17.20</u>
Print in Words		(Price in Numbers)

x 3,500 square feet = \$ 60,200.00
Total Cost

Prices bid net exclusive of all use, sales and excise taxes and must include all transportation, delivery and unloading cost of all bituminous concrete, oil, and fully prepaid F.O.B. destination – 564 Russell Avenue where the paving shall be performed. The registered Federal excise number for the Township of Wyckoff is IRS 22-600-2425.

BIDDERS TAX IDENTIFICATION # 22-1750098

ANY EXCEPTIONS TAKEN?

Yes _____ No X
 If Yes, have you attached them to your Bid Proposal?
 Yes _____ No N/A

Respectfully submitted,
Waters & Bugbee, Inc.
 Name of Corporation or Partnership (Print or Type)

75 South Gold Drive, Hamilton NJ 08691
 Address

609-584-1100 609-584-2200
 Telephone # Fax#
bids@watersandbugbee.com

Email

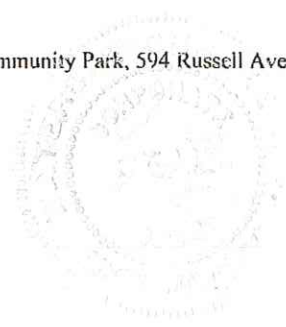

 SIGNATURE
Charles P. Waters, Executive V.P.

 Print or Type Name and Title

7/28/20

 Date

**Prices bid shall be firm, net exclusive of all use, sales and excise taxes, FOB, Russell Farms Community Park, 594 Russell Ave., Wyckoff NJ. The Registered Federal Excise Number for the Township of Wyckoff is IRS# 22-600-2425.



SECTION III
BID PROPOSAL PAGE (Page 2 of 3)
(When a Bidder is a Corporation)

CORPORATE RESOLUTION

Charles P. Waters
BE IT RESOLVED, that the **Executive Vice President** of this Corporation is hereby authorized and empowered to execute, acknowledge and deliver such documentation, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of submitting a bid to the TOWNSHIP OF WYCKOFF in accordance with bid specifications for:

SUPPLY, DELIVER AND INSTALL FLEXI-PAVE MATERIAL

I, SECRETARY of **Waters & Bugbee, Inc.** a
CORPORATION of the State of **New Jersey**, hereby certify

That the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and as was Duly and legally adopted at a meeting of the Board of Directors of the Corporation called for that purpose and Held on **July 20th**, 2020, pursuant to and in accordance with the Certificate Of Incorporation and by-laws thereof; that it has been not modified, amended or rescinded and is in full force and effect as of the date hereof.

DATED: **July 20th**, 2020



Donald R. Waters, Jr.

SECRETARY
Donald R. Waters, Jr.
Corporate Secretary

SECTION III
BID PROPOSAL PAGE (Page 3 of 3)
(when Bidder is an Entity other than a Corporation)

CERTIFICATION WHEN A BIDDER IS OTHER THAN A CORPORATION

State of *** NOT APPLICABLE

County of _____

I,

(Print Name)

certify that I am the _____
(State Title)

Of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

(Signature of Bidder)

(Date)

NOTARY:

Subscribed and sworn to before me

At _____

This _____ day of _____, 2020

(Notary Public)

Commission expires: _____

TOWNSHIP OF WYCKOFF

BID SUBMISSION CHECK LIST

This check list is provided to assist bidders with submitting a bid which includes the items required for a bid to be responsive to the bid specifications. If a bidder fails to include any of these requirements in their submitted bid, the bid is non-responsive to the bid specification and cannot be considered for a contract award.

The Township of Wyckoff requires the following documents to be included with this construction bid. Bidders shall initial in the Column at the far right that the bidder has submitted each requirement in their sealed bid.

Required with Submission of Bid

Initial each item submitted with Bid (Bidder's initials)

x	A statement of ownership of business entity, pursuant to N.J.S.A. 52:25-24.2	<i>CPJ</i>
x	Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document. Please include in your bid submission a signed copy of this document, even if no addendums were issued.	<i>CPJ</i>
x	Non-Collusion Affidavit	<i>CPJ</i>
x	Certification – Disclosure of Investment activities in Iran	<i>CPJ</i>
x	List of subcontractors, if applicable.	<i>CPJ</i>
x	List of five (5) comparable municipal projects completed in the last three (3) years.	<i>CPJ</i>
x	Certificate indicating the material bid meets or exceeds the specification requirements.	<i>CPJ</i>
x	Site handling and storage instructions.	<i>CPJ</i>
x	Mixing and instillation instructions.	<i>CPJ</i>
x	A sample of the material	<i>CPJ</i>
x	Proposal Pages with prices clearly stated and signature of bidder's representative (Bid Proposal Pages 43)	<i>CPJ</i>
x	If Bidder is a Corporation, bidder shall provide a completed Corporate Resolution certifying the person signing the bid has the authority to sign for the Corporation submitting the bid. (Bid Proposal Page 44)	<i>CPJ</i>
x	If the bidder is an entity other than a Corporation, (Bid Proposal Page 45), this page shall be signed and notarized.	<i>CPJ</i>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
WATERS AND BUGBEE, INC.

TRADE NAME:

ADDRESS:
75 SOUTH GOLD DR
HAMILTON NJ 08691
EFFECTIVE DATE:

SEQUENCE NUMBER:
0097190

ISSUANCE DATE:
10/21/09

06/10/64

James J. [Signature]
Director
New Jersey Division of Revenue

FORM BRC This certificate is not assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number
60176

Registration Date: 04/04/2020
Expiration Date: 04/03/2022



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Jeffrey S. Waters, President
Charles Waters, Vice-President

Responsible Representative(s):
Donald R. Waters Jr., Vice-President

Waters & Bugbee, Inc.
2020

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 22282

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

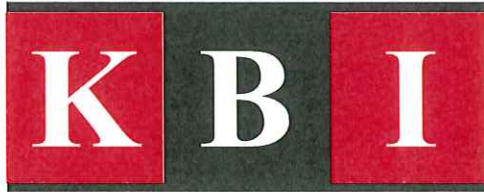
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2018** to **15-JAN-2021**

**WATERS & BUGBEE, INC.
75 SOUTH GOLD DRIVE
HAMILTON NJ 08691**



Ford M. Scudder

FORD M. SCUDDER
State Treasurer



Sustainable Porous Paving Solutions

INSTALLATION MANUAL



KBI Flexi®-Pave Installation Manual

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EQUIPMENT

1) 7 cubic foot mortar mixer with paddles



2) 3 ft. magnesium bull float (fixed head)



3) 16" magnesium trowels



4) 16" wood floats



5) Wheelbarrow



6) 5 gallon pails



EQUIPMENT

- 7) Razor knife
- 8) 8" wall scraper



- 15) Mason's brush



- 9) Grease gun for mixer
- 10) Gas can
- 11) Large push broom
- 12) 12' x 12' tarps (2)
- 13) Fluorescent vests
- 14) 2 gal. pails with measurement marks

- 16) Dish soap
- 17) Hard hats
- 18) Duct tape
- 19) Knee pads
- 20) Safety glasses

CONSUMABLES

- 1) Rags
- 2) Large trash bags
- 3) Latex rubber gloves
- 4) Box of 2" chip brushes (disposable)
- 5) Caution Tape
- 6) Dust Masks

INSTALLATION PROCEDURES

Site Evaluation

It is important that a thorough site inspection is carried out prior to commencing work on site so that the work can be carried out in accordance with client requirements and product specifications. Following the site inspection, if there are any alterations to the specifications the client or owner's representative should be informed, and a further site visit made if necessary. If possible, the client or owner's representative should be in attendance during initial site evaluation.

Important points of site evaluation:

1. Access to the site can either make or break a timely installation, it is recommended that access and exit points be identified prior to any commencement of work and agreed with the client or owner's representative.
2. Determine if site security will be needed. Look for any possible security problems that could interfere with progress of installation, i.e. children or office staff near installation site.
3. Check if the site installation plans work with the existing site. Contact client or owner's representative immediately if there are any discrepancies.
4. It is essential that if garbage is to be disposed of on site that an approved disposal point be agreed upon with client or owner's representative.
5. Determine if there are any permitting requirements, regulations, local codes, ordinances or restrictions that will need to be addressed that may impact the installation.

Site Preparation

Proper site preparation will streamline installation and provide for a sound, safe and efficient worksite.

1. Secure the site with orange plastic fencing or caution tape at least 3 feet away from ALL perimeters of the designated installed area.
2. Identifying Access and Exit Points. This must be done before any placement of material or mixing equipment etc. The access point to the installation is usually where the mixing of the material is placed on small installations, however on large installations the material is strategically placed and the mixing equipment is moved accordingly as the job progresses. Careful planning at this stage will enhance a smooth and clean installation.
3. Confirm that the base preparation conforms to the contract specifications and is in accordance with the installation details.
4. Ensure that NO standing water is on the installation area as this will cause accelerated curing of the product.

5. The Mixing Area

- a. It is important that a plastic sheet be placed underneath the area that the mixer is situated and where the binding agent is staged and measured.
- b. The "wet area" is where the binder is placed and is usually to the left of the mixer when facing the Discharge throat of the mixer.
- c. The "dry area" is where the bags of rubber/aggregate are placed and this is usually at the back of the mixer (see picture). By separating the above areas, it will eliminate any contamination in case of a spillage of the binding agent.



6. Priming of vertical edges and surfaces

- a. Where the KBI Flexi-Pave material joins a vertical edge, the edge will be primed by brushing a layer of the binding agent to the joining edge. This provides a stronger bond upon curing.
- b. Where the KBI Flexi-Pave material is installed onto an engineered surface such as asphalt or concrete, the surface will be primed by means roller or spray. This type application is referred to as an "over pour".



7. Perimeter tie-in. This is only necessary when the transition of KBI Flexi-Pave is required to tie into existing paved levels.



EQUIPMENT PREPARATION

It is extremely important that equipment preparation be carried out properly and thoroughly before the start of any installation. This will make for a smooth installation and a faster clean up.

1. Hand Tools - when starting the installation, it is essential that hand tools are completely free from any previous contamination of binder residue, with special attention to trowels and bull floats. If trowels have existing cured binder residue this will cause them to drag and prevent a proper surface texture when finishing off surfaces.
2. Wheelbarrows - It is good practice to spray the wheelbarrow with soapy water or biodiesel prior to usage. This will assist in cleanup by reducing the product sticking.
3. Mixer - Before the start of any mix the following procedure is always carried out – if not a costly cleanup of the mixer will be caused! Using a garden sprayer with biodiesel as its contents, lightly spray the mixing chamber and paddles before mixing begins as well as every 5-10 mixes depending on climate. This will ensure that the KBI Flexi-Pave mixture will naturally release off the tub and paddles of the mixer.

Weights and Measures

It is essential that procedures are followed to ensure the accuracy of the mixing and yields of KBI Flexi-Pave material.

1. Rubber: The ¼" to 3/8" rubber granule shall be in 50lb. bags or 2000lb. "super sacks".
2. Stone: The ¼" – 3/8" stone /aggregate shall be in 50lb. bags or 2000lb. sacks.
3. Binder: (FP35, XFP75, XFP75S, XFP80) shall come in 5-gallon pails or 2200lb. totes.
4. Product weights (lbs. / sq. ft.):
 - a. HD2000 = 11lbs (Rubber and stone/aggregate)
 - b. HD1000 = 7.35lbs (Rubber and stone/aggregate)
 - c. P2000 = 7.1lbs. (Rubber Only)

Mixing of Materials

It is important that when mixing, all bags, empty pails etc. are in suitable locations during the mixing period.

For KBI Flexi-Pave, one mix of material comprises 50lbs. of stone/aggregate, 50lbs. of rubber and 5 quarts of binder. At a standard (average installation depth of 1.5"), one mix will yield approximately 12 sq. of finished KBI Flexi-Pave.

1. Mixing procedures:

- a. It is advisable that disposable gloves be worn.
- b. Start the mixer and engage the paddles.
- c. Prepare the mixer by spraying biodiesel or soapy water mixture as previously described.
- d. Add one 50lb bag of rubber granule to the mixer tub, from the rear of the drum.
- e. Add one 50lb bag of stone/aggregate to the mixer tub, from the rear of the drum.
- f. Allow time for the paddles to blend the rubber and rock.
- g. Slowly pour a pre-measured 5 quarts of binder into the mixer from the rear of the drum. This will ensure that if any drips occur they are confined to one area. The best procedure for this is to slowly pour the binder into the rubber /aggregate mix "from left to right and back" while the mixer paddles are turning. Try to avoid pouring the binder directly onto the paddles or the mouth of the mixing tub. This will reduce granule build-up sticking to the paddles.
- h. Allow to mix until all the rubber granules are coated with binder - approximately 1 minute.
- i. Empty the mixer into the wheelbarrow and shake or scrape out the bulk of the loose material. **DO NOT PLACE ANY TOOLS, OBJECTS, OR HANDS IN THE MIXER WHILE THE PADDLES ARE TURNING.** If this procedure is not executed any previous mixture that is left in the mixing chamber will start to cure and this will interfere with subsequent mixes of material.

2. What to look for:

- a. It is good practice to put the empty bags in one bag. This provides for efficient clean up but also gives an accurate "bag count" if so needed.
- b. It is the responsibility of the technician to always observe for any water contaminated bags. If a wet bag of material does go into the mixer and binder is applied the mixture will take on a "milky" appearance. Should this occur, empty the mixer and dispose of that mix appropriately.
- c. You will observe that the pail being used for measuring the binder will, during the day, start to "set up" with binder in the bottom of the pail. It is essential that periodically the pail is scraped clean. If this is not carried out the binder measurement will be inaccurate. This can lead to quality problem with the finished product.

3. Product mixing images and illustration:

- a. 5qts. of binder into the binder measuring bucket.



- b. 50 lb. bag of rubber into the mixer
- c. 50 lb. bag of stone/aggregate into the mixer



- d. Measured 5 quarts. binder into the rubber/aggregate mix



- e. Yields 111 lbs. of HD2000 Flexi-Pave



INSTALLATION OF MATERIALS

1. Initial area: In most cases, the installation should be started at the furthest point from the entry/mixing area. If the size of the area dictates a multiple staged installation a "cold joint" will be used on the next day's installation.
2. Cold joints: if it is necessary to have cold joint, the previous installed finished edge must be primed with the binding agent before continuing. This will ensure a strong bond of the continued surface.
3. Have the wheelbarrow operator dump the mixed material or 2 piles in the working area.
4. After the material has been dumped in the working area, a rough level or spread of the material is done via wooden float or concrete placer. The rough level should be ~ 0.25" - 0.50" above finish grade. Final compaction will compress the material slightly to end up at the installed finish depth.
5. Depth of material: The depth of the material is always kept at a constant 1.5" by dowel thickness (standard 2"x4" on edge) to the required depth. (See photographs)



6. Trowels & Floats: all trowels are to be continually slicked or wiped with a rag brush and soapy water to prevent the buildup of binder residue. This build up can lead to the tools dragging over the surface when finishing and prevent a proper surface completion. When using the trowel, it is important not to over work the product, this will cause a 'stretch mark' effect on the surface. When using the trowel or float as soon as the material begins to 'drag' and 'stick' to the trowel it is time to 'slick' using a rag that is constantly in the soap pail.



7. To finish the material, press down slightly on the trowel or float leaving a slight angle on the leading edge of the tool as you work the tool away from you and flatten the surface of the material. When using a float and working back toward yourself, reverse the angle of the tool so you do not pick up and drag marks into the previously finished or adjacent material.
8. If there are low spots in the finished surface, they will show up as a shadowy area. More material is needed to complete this area. A handful of loose material can be sprinkled on the low area and then re-finished with the float or trowel.

9. It is important that the finishers constantly review the surface from alternate angles and heights. Different lighting and shadows will reveal any low spots, lines, or areas requiring further attention.
10. Allow the KBI Flexi-Pave surface to setup and cure for 24 hours before walking on it.

Completion and Cleanup

It is important that gloves are continually worn until the last piece of equipment is stowed away and the garbage has been disposed of in the appropriate manner. The binding agent will stick to anything and everything it touches and is not easily removed.

1. Mixer: Ensure that ALL loose KBI Flexi-Pave material has been removed from the mixer. It is helpful to run a single bag of stone through the mixer before cleaning and emptying. This will help bind and reduce the overall binder in the tub and on the paddles. After removing all the loose material, pressure wash out the remainder KBI Flexi-Process material. This will thoroughly clean the mixer.
2. Empty containers: All empty pails and bags can be disposed of by the appropriate means. Any residual binder not to be saved and stored for future projects can be set up by water to quickly make the binder inert. The measuring bucket for the binder can be left unclean because the binder will cure and once cured the binder can be pulled out in a single cured unit.
3. Remaining binder: If there is binder left over DO NOT leave it on the job site. If the binder containers are unopened put back into stock. If a partial amount exists in a pail mark the pail "up" and use it first at the next installation.
4. Remaining rubber: If bags of rubber or aggregate are left over put into stock. Bags that are split or spilling dispose into appropriate garbage containers if applicable.
5. Hand tools and equipment: It is important that ALL equipment be cleaned down with M.E.K. or paint thinner to remove binder residue before it is put back into its stowage.
6. Leaving the installation: If for any reason the installation has to be left by the technician before the surface has "set up" It is advisable that the installation area be secured by plastic fencing at least one yard off any surface perimeter. This will help prevent any damage to the surface before curing. In a high traffic or low humidity installation area, the surface of the product can be hit with a pump sprayer filled with water. Mist the surface a few times and this will help accelerate the curing process. Before leaving the installation it is IMPORTANT that the client or clients agent be present so that the 'Installation Completion Form' be signed.