

VILLAGE OF GILBERTS

RESOLUTION 24-2021

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH RUBBERCYCLE FOR THE PURCHASE OF RUBBER MULCH FOR TOWN CENTER AND WAITCUS PARKS IN AN AMOUNT NOT TO EXCEED \$19,625

WHEREAS, the Village of Gilberts ("Village") has three Village Parks with playground equipment; and

WHEREAS, the each of the park playground surfaces is covered with wood fiber mulch; and

WHEREAS, funds were included in the FY2022 Budget as part of a multi-year capital expenditure for the removal and replacement of wood fiber mulch with rubber mulch at all Village Parks; and

WHEREAS, the Village obtained pricing through the Sourcewell joint-purchasing cooperative (contract #03011).

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with Rubbercycle for the purchase of rubber mulch for Town Center and Waitcus Parks in an amount not-to-exceed \$19,625.

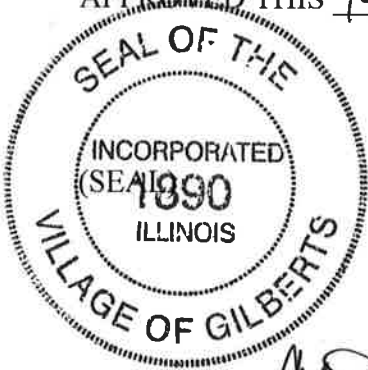
Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 19 day of Oct. 2021.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	✓	_____	_____	_____
Trustee Dan Corbett	✓	_____	_____	_____

Trustee Justin Redfield	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Jeanne Allen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Lou Hacker	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trustee Brandon Coats	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Guy Zambetti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED THIS 19 DAY OF Oct, 2021



Guy Zambetti
Village President, Guy Zambetti

ATTEST: Courtney Baker
Courtney Baker, Village Clerk

RUBBERECYCLE™

1985 Rutgers University Blvd • Lakewood, New Jersey 08701
888.436.6846 • Fax: 732.370.4247 • www.rubberecycle.com

QUOTE

Quote # 114752

October 12, 2021

Sales Rep: Sandy Gartner; sandy@rubbermulch.com

Bill To:

Village of Gilberts
Attention: Aaron Grosskopf
73 Industrial Drive
Gilberts, IL 60136

Ship To:

Village of Gilberts
Attention: Aaron Grosskopf
73 Industrial Drive
Gilberts, IL 60136

Area To Cover: 5,096 sq. ft. at 6" deep

Quantity	Product	Special Delivered Price
29	Playsafer Rubber Mulch Black (unpainted) Super Sack 2,000Lbs.	\$11,995.00

NJPA / Sourcewell Contract #03011

NOTES: VALID TAX EXEMPT CERTIFICATE REQUIRED AT THE TIME
OF ORDER, OR SALES TAX WILL BE CHARGED.

Available Mulch Colors: Basic Black, Royal Blue, Forest Green, Cocoa Brown, Terra Cotta Red
Playsafer rubber mulch exceeds ASTM Standard F-1292, is ADA Compliant and IPEMA Certified.

Delivery will be via tractor trailer. A large turning area is required for access by tractor trailer.

Customer is responsible to unload 2,000 lb pallets from the trailer, using a forklift and pallet jacket or similar.

Payment Terms: Prepaid

Please send us your authorization to charge your credit card for the amount of \$11,995.00 so that we may continue to process your order.

Credit Card Number Exp. Date CVV Billing Address City State Zip

Preferred Date of Delivery Delivery Contact Person Delivery Contact Phone Alternate Phone

Quote is valid through November 11, 2021

Customer signature is required to process this quote as an order. Please email or fax to (855) 856-5237

Accepted by: _____

Customer name

Customer signature

Prices do not include installation. Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalt may adversely affect the pigmentation of the rubber mulch and cause a harmless "bleeding affect". Please check all local & state guidelines, recommendations and applicable laws governing the use of safety surface materials in and around play equipment. Playsafer is guaranteed to be 99.9% free of steel, by weight. All sales final. All deposits are non-refundable. Rubberecycle will not be responsible for any loss or injury resulting from defects in the goods sold or use. Buyer agrees to Rubberecycle harmless of and from any liability which may be asserted against Rubberecycle by virtue of any suit or claim of any kind arising out of, connected with or resulting from the purchase, sale, use of consumption of the goods by the Buyer or any subsequent user of the goods. Buyer shall pay any judgements rendered against Rubberecycle as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle in defending any action brought against Rubberecycle as a result thereof, including attorney fees and expenses, expert witness fees, and court costs. The validity, construction and interpretation of these terms and conditions shall be governed and construed in accordance with the laws of the State of New Jersey. All overdue accounts are subject to a monthly 2% rate of interest. Buyer will be responsible for a legal costs associated in collecting outstanding debts.

RUBBERECYCLE™

1985 Rutgers University Blvd • Lakewood, New Jersey 08701
888.436.6846 • Fax: 732.370.4247 • www.rubberecycle.com

QUOTE

Quote # 114751

October 12, 2021

Sales Rep: Sandy Gartner; sandy@rubbermulch.com

Bill To:

Village of Gilbers
Attention: Aaron Grosskopf
73 Industrial Drive
Gilberts, IL 60136

Ship To:

Village of Gilbers
Attention: Aaron Grosskopf
73 Industrial Drive
Gilberts, IL 60136

Area To Cover: 2,600 sq. ft. at 6" deep

Quantity	Product	Special Delivered Price
17	Playsafer Rubber Mulch Black (unpainted) Super Sack 2,000Lbs.	\$7,270.00

NJPA / Sourcewell Contract #03011

NOTES: VALID TAX EXEMPT CERTIFICATE REQUIRED AT THE TIME
OF ORDER, OR SALES TAX WILL BE CHARGED.

Available Mulch Colors: Basic Black, Royal Blue, Forest Green, Cocoa Brown, Terra Cotta Red
Playsafer rubber mulch exceeds ASTM Standard F-1292, is ADA Compliant and IPEMA Certified.

Delivery will be via tractor trailer. A large turning area is required for access by tractor trailer.

Customer is responsible to unload 2,000 lb pallets from the trailer, using a forklift and pallet jacket or similar.

Payment Terms: Prepaid

Please send us your authorization to charge your credit card for the amount of \$7,270.00
so that we may continue to process your order.

Credit Card Number Exp. Date CVV Billing Address City State Zip

Preferred Date of Delivery Delivery Contact Person Delivery Contact Phone Alternate Phone

Quote is valid through November 11, 2021

Customer signature is required to process this quote as an order. Please email or fax to (855) 856-5237

Accepted by: _____

Customer name

Customer signature

Prices do not include installation. Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalt may adversely affect the pigmentation of the rubber mulch and cause a harmless "bleeding affect". Please check all local & state guidelines, recommendations and applicable laws governing the use of safety surface materials in and around play equipment. Playsafer is guarantee to be 99.9% free of steel, by weight. All sales final. All deposits are non-refundable. Rubberecycle will not be responsible for any loss or injury resulting from defects in the goods sold or use. Buyer agrees to RubbeRecycle harmless of and from any liability which may be asserted against RubbeRecycle by virtue of any suit or claim of any kind arising out of, connected with or resulting from the purchase, sale, use of consumption of the goods by the Buyer or any subsequent user of the goods. Buyer shall pay any judgements rendered against RubbeRecycle as a result of the foregoing and shall pay all costs and expenses incurred by RubbeRecycle in defending any action brought against RubbeRecycle as a result thereof, including attorney fees and expenses, expert witness fees, and court costs. The validity, construction and interpretation of these terms and conditions shall be governed and construed in accordance the laws of the State of New Jersey. All overdue accounts are subject to a monthly 2% rate of interest. Buyer will be responsible for a legal costs associated in collecting outstanding debts.