GLASSBORO PUBLIC SCHOOLS GLASSBORO, NEW JERSEY

TO:

Mark Silverstein

FROM:

Scott Henry

DATE:

June 6, 2017

RE:

Agenda Item - Referendum Project: Playground Mulch Timber Award

Recommend the Board award a contract to RubbeRecycle for the installation of playground mulch, walk off mats and border timbers per the attached proposals. This award is being made through the Education Services Commission of New Jersey cooperative purchasing agreement #14/15-09.Total of contract is \$192,959.



*All quotes are valid for 60 days

Project	<u>Information</u>
LIQUELL	*****

Buyer:	Glassboro School District
•	s:
City, St	rate, Zip:
Contac	t Name:
Contac	t Number:
Contac	t Cell Number:
Contac	t Fax:
Contac	t Email:

Site Information (If different)

Project Site: Dorothy Bullock School Right side					
Address: 370 New					
City, State, Zip:	Glassboro, NJ 08028				
Contact Name:	George Duthie AIA (Consulting architect)				
Contact Phone:	609-883-7101				
GPS Address: \$					

PROJECT SPECIFICATIONS:	COLOR OPTIONS	QUANTITY/ SQ. FT.	COST INCLUDING DELIVERY	INSTALLATION COST
PLAYS FER	Black 50/50 Color Available Colors: Blue Green Brown Terra Cotta Beige Black	5,050 Black 50/50 Color	\$12,372 \$17,170 \$21,967	\$6,312 *** includes filter fabric and free Wear mats
RubberBond	Available Colors: Blue Light Blue Green Brown Beige Terra Cotta			
AquaBind	Call to discuss color options			
PLAY S FER	4" 6" 8" Available in Brown only			
PLAY S FER	Available in Black only			
AVEER	Available Colors:GreenTerra CottaBlueTanGrey			

8" Rubber curbs supplied: \$4,515 Installation: \$4,228 (302 linear feet)

Remove existing wood mulch: \$8,750 Dispose of existing wood mulch: \$3,150

PROJECT

Regrade to proper elevations, supply and install crushed stone base: \$10,875 (75 tons)





Quotation Prepared By:

Keith Sacks Email:

Keith@Rubbermulch.com

Please note that labor quotes do not include state and/or local prevailing wages unless otherwise noted. Please add \$1 per sq. ft. for prevailing wages unless noted. Sales tax will be added unless tax exemption is provided. It is customer's responsibility to provide tax exemption certificate.

Payment Method:

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a 50% deposit; the remaining balance plus extras to be paid on the day of completion with a certified check or credit card.

Signature:	Date:
Disclaimers:	
Customer is responsible for keeping area closed, safe ar	nd secure during the 48 hour curing process for each phase or irrevocable
	ble when the damage will occur, the customer will have to pay to have
he damage repaired.	
	Please Initial:
Rubberbond: There may be slight color variations duri	ing the curing process but should blend in a short period of time-depending
veather conditions. Note: "Day Seams" may be require	d and visible based on size of the project and/or unforeseen weather

on conditions causing the process to be suspended. Any damage incurred during curing will be repaired at the customer's expense. Variations in texture may be visible due to temperature fluctuations. Note: All surfaces will darken initially. Swing areas and nonstationary equipment areas are subject to excess wear and are not covered under warranty. Wear mats are encouraged. The Wear Course is subject to rubber granulating. Periodic leaf blowing is recommended to maintain a clean and safe surface.

Aquabond Disclaimers: Color may go through a burnout or yellowing effect for a few weeks and then return to normal.

Please Initial:

Rubber Mulch Disclaimers: Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalts may adversely affect the pigmentation of the rubber mulch and cause a harmless "Bleeding affect on the color. Installation is not included unless otherwise noted. Please Initial:

TERMS AND CONDITIONS. Poured Rubber safety surfaces: The Rubbereeyele 1st Quote is based on the information provided and is subject to change based on review of complete plans, site location, including final installation unless indicated above. Sub-base insterials and work provided by others and must meet Rubberload specifications and appropriate grade deviations, and is the responsibility of the owner Rubberceycle's Standard insurance does not include "additional insured", subrogation, or primity / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

GENERAL LABOR. All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforescen/unknown sub surface utilities/substructures damaged during the work are not the company responsibility; and may meur additional costs, charges or fees. Owner will be responsible for manufactured and surfacing upkeep in strict accordance with the manufactured is specifications. All changes to this contract shall be made in writing, and not valid until signed by the company.

Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays.

beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workers are covered under statutory workers are

APPLICABLE LAW. The validity, construction and interpretation of these terms and conditions shall be governed by and construct in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Boyer agrees that it is subject to the inpersonant jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County New Jersey in the Federal District court in Essex County, New Jersey Parties agree to wave trial by Jury on all matters. Buyer hereby waives any and all aghts to seek a change of venue based upon forum ison convenients or any other princedural theory. If any of these terms and conditions are declared either wid, or unenforceable, such provision. shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect

CONSEQUENTIAL DAMAGES WAIVER. Buyer agrees to indemnify, defend and hold Rubbierecycle¹⁰⁰ harmless of and free from any liability which may be asserted against Rubbierecyle¹⁰⁰ by virtue of any stat or claim of any kind, arong out of, connected with, or resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reminister Rubbierecycle¹⁰⁰ and into the (10) days after any subgrounts rendered against Rubbierecycle¹⁰⁰ as a result to the foregoing and shall pay all costs and expenses incurred by Rubbierecycle¹⁰⁰ in defending any action brought against Rubbierecycle¹⁰⁰ as a result thereof, including reasonable attorney fees, court costs, expert winess fees and expenses.

In no event will rubberecycle M he responsible for any direct loss or damage, including without lainitation cost and expenses, in excess of the amounts paid by hujer for the materials supplied in the executive conserves, see — to responsible for any uncertainty and the materials supplied.

Rubberecycle M will not be responsible for his first type of insulating, best revenue or profits, replacement goods, loss or interruption of use, even if nibberecycle was advised of the portfolio for delinges, and whether aroung under a theory of contract, tori, street loss of damage, and whether aroung under a theory of contract, tori, street labbling.

ACCEPTANCE OF PROPOSAL. The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted. By signing, this agreement below, you are authorizing us to do the specified work detailed in this quotation





*All quotes are valid for 60 days

Project Information

Buyer: Glassboro School District	III 88
Address:	
City, State, Zip:	
Contact Name:	4
Contact Number:	
Contact Cell Number:	
Contact Fax:	
Contact Email:	

Site Information (If different)

Project Site: Dorothy Bullock School Left side
Address: 370 New Street
City, State, Zip: Glassboro, NJ 08028
Contact Name: George Duthie AIA (Consulting architect)
Contact Phone: 609-883-7101
GPS Address: Same

PROJECT SPECIFICATIONS:	COLOR OPTIONS	QUANTITY/ SQ. FT.	COST INCLUDING DELIVERY	INSTALLATION COST
PLAY S FER	Black 50/50 Color Available Colors: Blue Green Brown Terra Cotta Beige Black	2,666 Black 50/50 Color	\$6,531 \$9,064 \$11,597	\$3,333 *** includes filter fabric and free Wear mats
RubberBend	Available Colors: Blue Light Blue Green Brown Beige Terra Cotta			
AquaBond	Call to discuss color options			April 2 1
PLAYSFER	4" 6" 8" Available in Brown only			
PLAY S FER	Available in Black only			T
AVEER	Available Colors:GreenTerra CottaBlueTanGrey			-

8" Rubber curbs supplied: \$3,139 Installation: \$2,940 (210 linear feet)

Remove existing wood mulch: \$3,750 Dispose of existing wood mulch: \$1,350

PROJECT NOTES

Regrade to proper elevations, supply and install crushed stone base: \$5,800 (40 tons)





Keith Sacks Email: Keith@Rubbermulch.com **Quotation Prepared By:**

Please note that labor quotes do not include state and/or local prevailing wages unless otherwise noted. Please add \$1 per sq. ft. for prevailing wages unless noted. Sales tax will be added unless tax exemption is provided. It is customer's responsibility to provide tax exemption certificate.

Payment Method:

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a 50% deposit; the remaining balance plus extras to be paid on the day of completion with a certified check or credit card.

Signature:	Date:
Disclaimers:	
Customer is responsible for keeping area closed, safe and secur-	e during the 48 hour curing process for each phase or irrevocable
	en the damage will occur, the customer will have to pay to have
the damage repaired.	
	Please Initial:
weather conditions. Note: "Day Seams" may be required and vi conditions causing the process to be suspended. Any damage in Variations in texture may be visible due to temperature fluctuati	ncurred during curing will be repaired at the customer's expense. ions. Note: All surfaces will darken initially. Swing areas and non- ot covered under warranty. Wear mats are encouraged. The Wear recommended to maintain a clean and safe surface.
Rubber Mulch Disclaimers: Rubber mulch should not be sto	ored or placed directly on or near asphalt. The petroleum distillates used
	mulch and cause a harmless "Bleeding affect" on the color. Installation

is not included unless otherwise noted. Please Initial: TERMS AND CONDITIONS. Poured Rubber safety surfaces: The Rubbercycle 1th Quote is based on the information provided and is subject to change based on review of complete plans, site

locations, including final installation unless indicated above. Sub-base materials and work provided by others and must meet Rubberbond specifications and appropriate grade elevations, and is the responsibility of the owner. Rubbercycle's Standard insurance does not include "additional insured", subrogation, or primary / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation

GENERAL LABOR: All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface unlates/substructures damaged during the work are not the company responsibility; and may ment additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in strict accordance with the maintenance. specifications. All changes to this contract shall be made in writing, and not valid until signed by the company.

Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance.

APPLICABLE LAW. The validity, construction and interpretation of these terms and conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the impersonant jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County New Jersey or the Federal District court in Essex County, New Jersey. Parties agree to wave trial by Jury on all matters. Buyer hereby waiter any and all rights to seek a change of venue based upon forum non-convenients or any other procedural theory. If any of these terms and conditions are declared either wind, or unenforceable, such provisions which the terms and evaluations and the first. shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect.

CONSEQUENTIAL DAMAGES WAIVER: Buyer agrees to indemnify, defend and hold Rubberrecycle M harnless of and free from any liability which may be asserted against Rubberrecycle May be used to a second and free from any liability which may be asserted against Rubberrecycle May be used. of any suit or claim of any kind, ansing out of, connected with, or resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reimburse Rubberecycle M within ten (10) days after any judgments rendered against Rubberecycle M as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle M as defending any action brought against Rubberecycle M as a result thereof, including reasonable attorney fees, court costs, expert witness fees and expenses

In no event will rubberecycle 1M be responsible for any direct loss or damage, including without limitation cost and expenses, in excess of the amounts paid by bujer for the materials supplied Rubberceycle will not be responsible or lable for any type of incidental, special, exemplary, puritive, indirect or consequential damages, including but not limited to, direct loss or damage, loss revenue or profits, replacement goods, loss or interruption of use, even if rubberceycle was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict lability

ACCEPTANCE OF PROPOSAL. The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and adrepted. By signing this agreement below, you are authorizing us to do the specified work detailed in this quotation.





*All quotes are valid for 60 days

Buyer: Glassboro School District Address: City, State, Zip: _____ Contact Name: Contact Number: Contact Cell Number: Contact Fax: Contact Email:

Site Information (If different)

Project Site: J Harvey Rodgers School				
Address: 301 Georgetown Road				
City, State, Zip: Glassboro, NJ 08028				
Contact Name: George Duthie AIA (Consulting architect)				
Contact Phone: 609-883-7101				
GPS Address: Same				

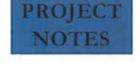
PROJECT SPECIFICATIONS:	COLOR OPTIONS	QUANTITY/ SQ. FT.	COST INCLUDING DELIVERY	INSTALLATION COST
PLAY SOFER	Black 50/50 Color Available Colors: Blue Green Brown Terra Cotta Beige Black	2,322 Black 50/50 Color	\$5,689 \$7,895 \$10,100	\$2,902 *** w Filter fabric wear mats FREE
RubberBond	Available Colors: Blue Light Blue Green Brown Beige Terra Cotta			
AquaBind	Call to discuss color options			
PLAY S FER	4" 6" 8" Available in Brown only			
PLAY SOFER	Available in Black only			
AVEER	Available Colors:GreenTerra CottaBlueTanGrey			

8" Rubber curbs supplied: \$2,900 Installation: \$2,716 (194 linear feet)

Remove existing wood mulch: \$4,375 Dispose of existing wood mulch: \$1,575

Dispose of existing wood mulch, \$1,575

Regrade to proper elevations, supply and install crushed stone base: \$7,250 (50 tons)







Keith Sacks Email: Keith@Rubbermulch.com **Quotation Prepared By:**

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Payment Method:

is not included unless otherwise noted.

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a 50% deposit; the remaining balance plus extras to be paid on the day of completion with a certified check or credit card.

Signature:	Date:
Disclaimers:	
Customer is responsible for keeping area closed, safe and secure	during the 48 hour curing process for each phase or irrevocable
damage will occur. Rubberecycle will not be held liable when	the damage will occur, the customer will have to pay to have
the damage repaired.	
	Please Initial:
Rubberbond: There may be slight color variations during the cu weather conditions. Note: "Day Seams" may be required and visi conditions causing the process to be suspended. Any damage inco	
Variations in texture may be visible due to temperature fluctuation stationary equipment areas are subject to excess wear and are not Course is subject to rubber granulating. Periodic leaf blowing is r	covered under warranty. Wear mats are encouraged. The Wear
Aquabond Disclaimers: Color may go through a burnout or ye	
The state of the s	Please Initial:
Rubber Mulch Disclaimers: Rubber mulch should not be store	ed or placed directly on or near asphalt. The petroleum distillates used
in asphalts may adversely affect the pigmentation of the rubber n	nulch and cause a harmless "Bleeding affect" on the color. Installation

TERIS AND CONDITIONS. Poured Rubber safety surfaces. The Rubberceycle 1th Quore is based on the information provided and is subject to change based on review of complete plans, site location, including final installation unless indicated above. Sub-base materials and work provided by others and must meet Rubbertond specifications and appropriate grade elevations, and is the responsibility of the owner. Rubberceycle's Standard insurance does not include "additional insured", subrogation, or primary / noncontributing working. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

Please Initial:

GENERAL LABOR: All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface unlines/substructures damaged during the work are not the company responsibility, and may incur additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in steer accordance with the manufacturer's specifications. All changes to this contract shall be made in writing, and not valid until signed by the company.

Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays.

beyond our control. Owner of project to carey fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workman's compens

APPLICABILITAW. The validity, construction and interpretation of these terms and conditions shall be governed by and construed as accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the impersionan jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean Cannty New Jersey of Petron Court, New Jersey Parties agree to wave trial by Jury on all matters. Buyer hereby waves any and all rights to seek a change of venue based upon forum on convenients or any other procedural theory. If any of these terms and conditions are declared either void, or unenforceable, such provision shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect

COSSEQUENTIAL DAMAGES WAIVER: Buyer agrees to indemnify, defend and hold Rubberecycle³⁸⁶ harmless of and free from any hability which may be asserted against Rubberecyle³⁸⁶ by virtue of any star or claim of any kind, ansing out of, connected with, or resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reimburse Rubberecycle³⁸⁶ within ten (10) days after any judgments rendered against Rubberecycle³⁸⁶ as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle³⁸⁶ in defending any action brought against Rubberecycle³⁸⁶ as a result better.

In no event will rubberecycle¹⁸⁶ be responsible for any threet loss or damage, including without limitation cost and expenses, in excess of the amounts paid by buyer for the materials supplied. Rubberecycle¹⁸⁶ will not be responsible or liable for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to, direct loss or damage, lost revenue or profits, replacement goods, loss or interruption of use, even if rubberecycle was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability

ACCEPTANCE OF PROPOSAL. The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted. By signing this agreement below, you are authorizing us to do the specified work detailed in this quotation.





*All quotes are valid for 60 days

Project Information

Buyer:	Glassboro School District
	ss:
	rate, Zip:
	t Name:
Contac	t Number:
Contac	t Cell Number:
	t Fax:
Contac	t Email:

Site Information (If different)

Project Site: Thomas E Bowe School				
Address: 7 Ruth Mancusso Lane				
City, State, Zip:	Glassboro, NJ 08028			
Contact Name:	George Duthle AIA (Consulting architect)			
Contact Phone:	609-883-7101			
GPS Address: Same				

PROJECT SPECIFICATIONS:	COLOR OPTIONS	QUANTITY/ SQ. FT.	COST INCLUDING DELIVERY	INSTALLATION COST
PLAYSFER	Black 50/50 Color Available Colors; Blue Green Brown Terra Cotta Beige Black	6,400 Black 50/50 Color	\$15,680 \$21,760 \$27,840	\$8,000 *** w Filter fabric wear mats FREE
RubberBond	Available Colors: Blue Light Blue Green Brown Beige Terra Cotta			
AquaBind	Call to discuss color options			
PLAY S FER	4" 6" 8" Available in Brown only			
PLAY SOFER	Available in Black only			
AVEER	Available Colors:GreenTerra CottaBlueTanGrey	= *		

8" Rubber curbs supplied: \$4,903 Installation: \$4,592 (328 linear feet)

Remove existing wood mulch: \$8,125 Dispose of existing wood mulch: \$2,925

Regrade to proper elevations, supply and install crushed stone base: \$13,050 (90 tons)







Quotation Prepared By: Keith Sacks Email: Keith@Rubbermulch.com

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the damage repaired.	
	Please Initial:
Rubberbond: There may be slight color variations during the cu weather conditions. Note: "Day Seams" may be required and vis conditions causing the process to be suspended. Any damage inc	
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Aquabond Disclaimers: Color may go through a burnout or yo	· · · · · · · · · · · · · · · · · · ·
	Please Initial:

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TERMS AND CONDITIONS. Poured Rubber safety surfaces: The Rubber ecycle 1th Quote is based on the information provided and is subject to change based on review of complete plans, intellocation, including final unit allation unless indicated above. Sub-base materials and work provided by others and must meet Rubberlood specifications and appropriate grade elevations, and is the responsibility of the owner. Rubberleevecke's Standard insurance does not include "additional insured", subrogation, or primary / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

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Charges may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays.

Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workman's compensation insurance.

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CONSEQUENTIAL DAMACES WAIVER. Buyer agrees to indemnify, defend and hold Rubberecycle^{1M} harmless of and free from any habitity which may be asserted against Rubberecycle^{1M} by virtue of any tust or claim off any kind, arising out of, connected with, or resulting from the purchase, take, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall environment Rubberecycle^{1M} and access and expenses incurred by Rubberecycle^{1M} in a creation of the foregoing and shall pay all costs and expenses incurred by Rubberecycle^{1M} in defending any action bringing against Rubberecycle^{1M} as a result thereof, including reasonable attorney feet, court costs, expert winness fees and expenses.

In no event will rubberecycle to be responsible for any direct loss of damage, including without limitation cost and expenses, in excess of the amounts paid by buyer for the materials supplied. Bubberecycle to unsequented damages, including but not limited to, direct loss or damage, lost reviewe or profits, replacement goods, loss or interruption of use, even if rubberecycle was advised of the possibility of such damages, and whether arising under a theory of contract, tort, sinct habitaty or otherwise.

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