

13015 Kingwood Dr S | Baxter, MN 56425





St. Croix Recreation Fun Playgrounds Inc.

1826 Tower Dr W | Stillwater, MN 55082 | 651-430-1247

Proposal 100-181458-2 | 3/26/2024

OUR MISSION IS TO BRING PLAY THAT MOVES YOU® TO COMMUNITIES AROUND THE WORLD



13015 Kingwood Dr S | Baxter, MN 56425

March 26, 2024

Alex Hondl City of Baxter 13190 Memorywood Dr, Baxter, MN 56425 Phone: 218.454.5085

Dear Alex Hondl:

St. Croix Recreation Fun Playgrounds Inc. is delighted to provide City of Baxter with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. St. Croix Recreation Fun Playgrounds Inc. is confident that this proposal will satisfy City of Baxter's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City of Baxter. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Christopher Johnsen Sales Representative

St. Croix Recreation Fun Playgrounds Inc. 1826 Tower Dr W Stillwater, MN 55082 www.www.funplaygrounds.com www.bciburke.com

Phone: 651-430-1247 Fax: cj@stcroixrec.com

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COOPERATIVE PURCHASING OPTIONS

PLAYGROUNDS WITHOUT ALL THE PAPERWORK

Purchasing with contracts may sound intimidating, but getting your community playspace doesn't need to be a painful process of writing specifications, issuing RFP's and jumping through hoops – it can be simplified – we promise! As you continue planning for your new playground, review the Purchasing Contracts offered through our partners.

EQUALIS GROUP

Equalis is an innovative cooperative purchasing organization that believes in the power of partnership and that when you work together you achieve more. The basic premise of the Equalis cooperative purchasing organization is to leverage the combined buying power of all members for better pricing and favorable contract terms. Equalis Group uses the lead agency model for competitively bid contracts, provides our participants the savings they expect and offers efficiencies and peace of mind within the procurement process. It is our mission to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

GOVMVMT

GOVMVMT is a non-profit group purchasing organization that meets the highest industry standards while putting the public's interest at the forefront of everything they do. Each one of GOVMVMT's first-class suppliers has consciously joined their mission to create the most credible, ethical, and public agency-focused non-profit cooperative purchasing program in the country.

GSA

Federal parks, child development programs, military bases and other agencies are a major priority for BCI Burke, and agencies can purchase Burke playgrounds through Burke's GSA contract for installation virtually anywhere in the world.

OMNIA PARTNERS

OMNIA Partners, Public Sector (Subsidiary National IPA) is the largest and most experienced organization in purchasing and supply chain management. Comprised of participants and suppliers in the public sector, we bring together industry-leading buying power and world-class suppliers to offer an extensive portfolio of competitively solicited and publicly awarded contracts and partnerships. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

SOURCEWELL

As a leader in cooperative purchasing, Sourcewell is passionate about helping members fulfill their public service missions. Sourcewell builds strong relationships with members and vendors to develop practical solutions together.

The easiest way to Join Our Movement is to call your local Representative at 800.266.1250 or v**isit bciburke.com/rep**. Our passion is bringing play to communities like yours and we can't wait to help you get started!









Sourcewell Awarded Contract



BCIBURKE.COM



800.266.1250



DESIGN SUMMARY

St. Croix Recreation Fun Playgrounds Inc. is very pleased to present this Proposal for consideration for the Loren Thompson Park located in Baxter. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Baxter. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Loren Thompson Park
- Project Number: 100-181458-2
- User Capacity: 127
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 80' 11"x69' 11"
- Designer Name: Pa Der Vang

St. Croix Recreation Fun Playgrounds Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Loren Thompson Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 100-181458-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Loren Thompson Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

OUR MISSION IS TO BRING PLAY THAT MOVES YOU TO COMMUNITIES AROUND THE WORLD

Proposal 100-181458-2 | 3/26/2024









ITEM	COMP.	DESCRIPTION
1	560-2699	LEVEL X EXTREME CENTER
2	470-0758	VELO XL SLIDE, 88"-96" W/O HOOD
3	560-2716	LEVEL X EXTREME LEFT WING
4	560-2721	LEVEL X EXTREME RIGHT LINK
5	270-0130	SQUARE PLATFORM
9	370-1679	S OVERHEAD, NUCLEUS
7	370-1608	OVISTEP LAUNCH PAD
8	370-1657	TRANSFER STATION, HANDRAIL 32"
9	370-0860	TREE BRANCH CLIMBER 32"
10	270-0112	UNITARY ENCLOSURE
11	270-0122	EVOLUTION OFFSET ENCLOSURE
12	370-0469	40" TRANSITION STAIR W/BARRIERS
13	270-0129	TRIANGLE PLATFORM
14	370-1721	ION CLIMBER 64"-80"
15	270-0001	OFFSET ENCLOSURE
16	570-0557	COUNTER PANEL, BELOW PLATFORM
17	570-0394	PIPE WALL
18	270-0132	HALF HEXAGON PLATFORM
19	470-0574	VIPER II OVER UNDER 96
20	570-0398	STEERING WHEEL ASSEMBLY
21	270-0299	ABSTRACT PLATFORM LADDER 24"
22	270-000	8" CLOSURE PLATE, ELLIPSE
23	270-0300	ABSTRACT PLATFORM LADDER 16"
24	370-0016	GRAB BAR ASSEMBLY
25	370-1604	BALANCE CHALLENGE



SERIES Burke Basics Nucleus Ir	ntensity	COMPONENT VIEW
GROUP:	Loren Thompson Park	03/26/2024
5-12 Structure	Baxter, MN 56425	St. Croix Recreation Fun Playgrounds
DESIGNED FOR AGES:	Dunko	100- 18% 458-2
5 to 12	PLAY THAT MOVES YOU	Designer: Pa Der Vang

TEM	COMP.	DESCRIPTION
1	270-0129	TRIANGLE PLATFORM
2	370-0466	16" TRANSITION STAIR W/BARRIERS
e	370-0031	POWER PIPES CLIMBER 2-5
4	270-0122	EVOLUTION OFFSET ENCLOSURE
2	470-0075	CRESCENT PLATFORM
9	270-0009	8" CLOSURE PLATE, ELLIPSE
7	470-0802	MONACO SLIDE, 32"-40"
8	470-0967	SLIDE HOOD, LOW SIDE WALL
6	570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM
10	580-1364	LIL NOVO BEAN STEP



SERIES Nucleus Intensity Burke Basics COMPONENT VIEW					
GROUP:	Loren Thompson Park	03/26/2024			
2-5 Structure	Baxter, MN 56425	St. Croix Recreation Fun Playgrounds			
DESIGNED FOR AGES:		100- 18° 458-2			
2 to 5	PLAY THAT MOVES YOU	Designer: Pa Der Vang			
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM					

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SERIES **Burke Basics COMPONENT VIEW** GROUP: Loren Thompson Park 03/26/2024 Freestanding Baxter, MN 56425 St. Croix Recreation Fun Playgrounds 100-**19¢**458-2 DESIGNED FOR AGES: Ke 2 2 2 to 12 Designer: Pa Der Vang PLAY THAT MOVES YOU



SERIES Burke Basics Nucleus	Intensity	ELEVATION VIEW
GROUP: 5-12 Structure 2-5 Structure Freestanding	Loren Thompson Park	03/26/2024
nes necessarilla de la la la secondada en entre en	Baxter, MN 56425	St. Croix Recreation Fun Playgrounds
DESIGNED FOR AGES:	Dunko	100-184458-2
5 10 12, 2 10 5, 2 10 12	PLAY THAT MOVES YOU	Designer: Pa Der Vang



SERIES Burke Basics Nucleus Ir	itensity	ELEVATION VIEW
GROUP:	Loren Thompson Park	03/26/2024
	Baxter, MN 56425	St. Croix Recreation Fun Playgrounds
DESIGNED FOR AGES:		100- 18% 458-2
5 to 12	PLAY THAT MOVES YOU	Designer: Pa Der Vang
/	PLAY THAT MOVES YOU	Designer. På Der Vang



SERIES	Nucleus Intensity Burke	Basics	ELEVATION VIEW	
GROUP:		Loren Thompson Park	03/26/2024	
2-5 Structure		Baxter, MN 56425	St. Croix Recreation Fun Playgrounds	
DESIGNED F	OR AGES:		100- 18¢ 458-2	
2 to 5		PLAY THAT MOVES YOU	Designer: Pa Der Vang	
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM				



SERIES Burke Basics		ELEVATION VIEW
GROUP:	Loren Thompson Park	03/26/2024
Treestanding	Baxter, MN 56425	St. Croix Recreation Fun Playgrounds
DESIGNED FOR AGES:	D umleo	100- 18¢ 458-2
2 to 12	PLAY THAT MOVES YOU	Designer: Pa Der Vang



SERIES Burke Basics | Nucleus | Intensity **ISOMETRIC VIEW** GROUP: 03/26/2024 Loren Thompson Park 5-12 Structure 2-5 Structure Freestanding Baxter, MN 56425 St. Croix Recreation Fun Playgrounds 100-**18\$**458-2 DESIGNED FOR AGES: Ξ rke 5 to 12, 2 to 5, 2 to 12 Designer: Pa Der Vang PLAY THAT MOVES YOU



SERIES Burke Basics Nucleus In	ntensity	ISOMETRIC VIEW		
GROUP:	Loren Thompson Park	03/26/2024		
5-12 Structure	Baxter, MN 56425	St. Croix Recreation Fun Playgrounds		
DESIGNED FOR AGES:		100- 1ፄዩ 458-2		
5 to 12	PLAY THAT MOVES YOU	Designer: Pa Der Vang		



Nucleus | Intensity | Burke Basics SERIES

GROUP:

2 to 5

2-5 Structure

DESIGNED FOR AGES:

Loren Thompson Park Baxter, MN 56425



ISOMETRIC VIEW

03/26/2024

St. Croix Recreation Fun Playgrounds 100-**18¢**458-2

Designer: Pa Der Vang



 SERIES
 Burke Basics
 ISOMETRIC VIEW

 GROUP:
 Loren Thompson Park
 03/26/2024

 Freestanding
 Baxter, MN 56425
 03/26/2024

 DESIGNED FOR AGES:
 Baxter, MN 56425
 St. Croix Recreation Fun Playgrounds

 2 to 12
 Designer: Pa Der Vang
 Designer: Pa Der Vang

 BCI BURKE COMPANY, LLC [PO BOX 549 FOND DU LAC, WI 54936-0549 [920.921.9220 [BCIBURKE.COM



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The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTMF1487. To verify product certification, visit <u>www.ipema.org</u>.



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component N	o. Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight	
		5-12 Str	ucture				
Burke Basics							
370-1604	BALANCE CHALLENGE	1	2	2	76	76	
560-2699	LEVEL X EXTREME CENTER	1	20	20	1556	1556	
560-2716	LEVEL X EXTREME LEFT WING	1	8	8	363	363	
560-2721	LEVEL X EXTREME RIGHT LINK	1	8	8	111	111	
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3	
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7	
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5	
		F 10 Ch					
		5-12 Str	ucture				
Nucleus							
072-0500-1240	C 5" OD X 124" CAPPED POST	2	0	0	65	130	
072-0500-1360	C 5" OD X 136" CAPPED POST	2	0	0	71	142	
072-0500-1560	C 5" OD X 156" CAPPED POST	1	0	0	82	82	
072-0500-1640	C 5" OD X 164" CAPPED POST	1	0	0	86	86	
072-0500-1720	C 5" OD X 172" CAPPED POST	6	0	0	90	540	
270-0001	OFFSET ENCLOSURE	1	0	0	30	30	
270-0009	8" CLOSURE PLATE, ELLIPSE	1	0	0	8	8	
270-0112	UNITARY ENCLOSURE	2	0	0	34	68	
270-0122	EVOLUTION OFFSET ENCLOSURE	1	0	0	34	34	
270-0129	TRIANGLE PLATFORM	3	2	6	48	144	
270-0130	SQUARE PLATFORM	1	6	6	106	106	
270-0132	HALF HEXAGON PLATFORM	1	6	6	144	144	
270-0299	ABSTRACT PLATFORM LADDER 24"	1	1	1	24	24	
270-0300	ABSTRACT PLATFORM LADDER 16"	1	1	1	17	17	
370-0016	GRAB BAR ASSEMBLY	1	0	0	6	6	
370-0469	40" TRANSITION STAIR W/BARRIERS	1	4	4	279	279	
370-0860	TREE BRANCH CLIMBER 32"	1	2	2	17	17	
370-1657	TRANSFER STATION, HANDRAIL 32"	1	4	4	135	135	
370-1721	ION CLIMBER 64"-80"	1	2	2	50	50	
470-0574	VIPER II OVER UNDER 96	1	8	8	479	479	
470-0758	VELO XL SLIDE, 88"-96" W/O HOOD	1	2	2	134	134	
570-0394	PIPE WALL	3	0	0	36	108	
570-0398	STEERING WHEEL ASSEMBLY	1	1	1	7	7	
570-0557	COUNTER PANEL, BELOW PLATFORM	1	4	4	37	37	

Intensity 370-1608 370-1679	OVISTEP LAUNCH PAD S OVERHEAD, NUCLEUS	1 1	1 7	1 7	10 59	10 59
			Total I Total I Tota	Jser Capaci [.] Weight: al Price:	ty: 93 4997 lbs. \$80,966	

Freestanding

Burke Basics						
550-0099	TOT SEAT, 7' & 8' SINGLE, STD	1	1	1	12	12
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	2	1	2	10	20
550-0191	KONNECTION SWING	1	2	2	64	64
550-0201	SINGLE POST SWING ASSEMBLY 5" OD	1	0	0	220	220
550-0202	SINGLE POST SWING ADD-ON 5" OD	1	0	0	145	145
550-9118	BRAVA UNIVERSAL SWING	1	6	6	530	530
560-2589	COMET II	1	6	6	147	147
660-0101	INSTALL KIT, BURKE BASICS - P	1	0	0	2	2

Total User Capa	city: 17
Total Weight:	1140 lbs.
Total Price:	\$15,942

2-5 Structure

Nucleus						
072-0500-1000	5" od x 100" capped post	1	0	0	53	53
072-0500-1160	5" od x 116" capped post	5	0	0	61	305
072-0500-84C	5" OD X 84" CAPPED POST	1	0	0	44	44
270-0009	8" CLOSURE PLATE, ELLIPSE	1	0	0	8	8
270-0122	EVOLUTION OFFSET ENCLOSURE	1	0	0	34	34
270-0129	TRIANGLE PLATFORM	2	2	4	48	96
370-0466	16" TRANSITION STAIR W/BARRIERS	1	1	1	109	109
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0802	MONACO SLIDE, 32"-40"	1	2	2	70.6	70.6
470-0967	SLIDE HOOD, LOW SIDE WALL	1	0	0	37	37
570-1858	3-IN-A-ROW PANEL, ABOVE PLATFORM	1	2	2	45	45

2-5 Structure

Intensity						
370-0031	POWER PIPES CLIMBER 2-5	1	6	6	33	33

2-5 Structure

Burke Basics						
580-1364	LIL NOVO BEAN STEP	1	1	1	28	28

Total User Capacity: 17 Total Weight: 915 lbs. Total Price: \$13,265

Special Notes:

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**



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COLOR SELECTION LIST | Default Color Option

GROUP 1 (5-12 Structure)

Post: Burgundy Acc: Olive Plastic: Tan Flat: Tan Panel: Olive-Black-Olive Deck: Brown

GROUP 2 (2-5 Structure)

Deck: Brown Post: Burgundy Acc: Olive Flat: Tan Panel: Olive-Black-Olive Plastic: Tan

GROUP 3 (Freestanding)

Acc: Olive Panel: Olive-Black-Olive Post: Burgundy Flat: Tan Plastic: Tan

COLORS THAT MOVE YOU



Konnection Swing[™]

Safety Standards & Guidelines - Reference Information

The Konnection Swing was designed to provide an intergenerational play opportunity and offer everyone the childhood joy of swinging! While researching the use of swings, two trends stood out to us - caregivers pushing infants in bucket seat swings and adults swinging with children on their lap. Both situations could be improved with the design of a swing designed to foster connection and increase safety. The Konnection Swing was developed as a direct result of this. The overall design is focused on fostering true connection in both eye contact and proximity leading to increased engagement for all users. Hands-free swinging allows the caregiver to hold, interact and play with the child as they both experience the thrill of swinging together.

The Konnection Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.
- CPSC 5.3.8.3.1 CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Konnection Swing is a single axis swing, it is clearly not a belt seat.
- CPSC 2.3.1 CPSC says that swings intended for more than one user are not recommended because their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
- The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Konnection Swing has been tested and is compliant with ASTM impact requirements.
- CPSC has written a letter stating that "the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings."
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay[®] Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with
 any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X[®] flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021

