

PlaySouth Playground Creators

PO Box 492467 | Atlanta, GA 30349 | 770-719-9005

Proposal 132-181806-1 | 3/11/2024



PO Box 492467
 Atlanta, GA 30349
 (770) 719-9005

Date: **3.13.2024**
 Quote #: **FP3.24.01**
 Rep: Tom Bengtson
 Direct: (770) 823-8487

QUOTATION

	Bill to:	Ship to:
Name	City of Forest Park	Forest Park Public Works
Address	745 Forest Pkwy	5230 Jones Rd.
City, State Zip	Forest Park, GA 30297	Forest Park, GA 30297
Contact/Phone	Nigel Wattely (404)608-2310	
Email	nwattely@forestparkga.gov	County: Clayton

Qty	Model Number	Description	Unit Price	TOTAL AMOUNT
1	132-181806-1	4 x SY-3007, 12'x12'x8'H single post shade, 16 x swing/slide mats		\$ 169,345.00
3	GRK85	OPEN MARKET: Single Spigot Water Fountain (Delivered, Not Installed) <i>Pricing on Open Market Items below includes Freight and Installation</i>		\$ 15,450.00
4	RPBCH	Recycled plastic bench (6') w/ back (grey seat/back, black post/frame)		\$ 3,800.00
1	APS4	Plastic border timbers (4'x8"H) and 1 x ADA border half ramp for each site		\$ 18,750.00
1	LFRMLCH	Loose fill rubber mulch (Brown) Installed to add 2" depth to existing mulch.		\$ 27,000.00
				Less Sourcewell Contract Discount
				\$ (25,401.75)
<p>Burke Sourcewell Contract #010521-BUR Forest Park member #: 77837</p> <p>Notes to Customer: All site prep to be performed by customer. Playground sites require a 1% gradient of compact soil. Existing mulch must be moved/removed from install site. All equipment and mulch to be staged and delivered to Public Works warehouse. Customer to deliver all equipment and mulch to each site/park as needed.</p> <p>NOTES: *This quote is valid for 30 days only. Please allow 12-14 weeks lead time for production, transit and installation. **Please return this signed quote along with the official Purchase Order. The balance is due in full within 30 days after delivery. *Care will be taken, but PlaySouth is not responsible for landscaping and grass that is accidentally damaged during this construction project. * Any necessary utility relocation is sole responsibility of the customer. Please locate utilities prior to ordering equipment. * Pricing does not include permitting if required by city. Any permits will be responsibility of the customer.</p>				

SubTotal	\$ 208,943.25
Freight	\$ 6,950.00
Sales Tax Rate	
Installation (Burke Only)	\$ 59,378.00
GRAND TOTAL	\$ 275,271.25

COLORS:
 NEED INFO

Authorized signature & date:

Your signature, date and color selections must be completed above for order acceptance.
Full payment is due within 30 days after completion. Standard rock clause will apply to installation services.

Thank you for considering PlaySouth Playground Creators!!



COLOR KEY

- CHARCOAL
- REDWOOD
- ORANGE
- GRANITE
- OLIVE/BLACK







March 11, 2024

Nigel Wattley
Forest Park
745 Forest Pkwy
Forest Park, GA 30297
Phone: (470) 898-4130

Dear Nigel Wattley:

PlaySouth Playground Creators is delighted to provide Forest Park 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. PlaySouth Playground Creators is confident that this proposal will satisfy Forest Park'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 Forest Park. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Tom Bengtson
Sales Representative

PlaySouth Playground Creators
PO Box 492467
Atlanta, GA 30349

www.bciburke.com

Phone: 770-719-9005
Fax: 770-719-9005
tom@playsouth.net



About PlaySouth Playground Creators

PlaySouth Playground Creators is based in Newnan, Georgia and was established in 2015 with 3 seasoned commercial playground industry veterans with over 60 years combined experience. Most of the relationships we enjoy with our vendors and suppliers actually began decades ago while employed at other playground companies. These relationships are important because they facilitate the timely and accurate deliveries we need to keep the work flowing on schedule and to meet deadlines. We've now doubled the size of our team and continue on a strong growth track because of our commitment to providing exceptional customer service! Additionally, our exclusive sub-contractor installer and PlaySouth's founder have worked together on projects for over 20 years and have built a seamless working model of communication and execution of the projects.

We are proud of our exclusive distributorship of Burke Commercial Playground Equipment throughout the entire state of Georgia, and we have received numerous awards and recognition from Burke for our territory coverage and the excellent customer service we provide to all of our mutual customers across the state. Without a doubt, the combined Burke and PlaySouth warranty coverage gives you the longest protection and lowest cost of ownership in the industry! We also represent other strong manufacturers in the recreation products industry so that we can offer shades, steel shelters, site amenities, field and court equipment and related products for your facilities.

The PlaySouth team stands ready to accomplish the work outlined in our proposal. We have the financial strength, well-trained personnel, supplier and subcontractor relationships, and all of the necessary tools and equipment to successfully perform your playground delivery and installation. Our current workload is very manageable, and we can assure you that we continue to have the resources in place to execute this work should it be awarded to us.

Thank you for your consideration of BCI Burke and PlaySouth!

David A. (Andy) Bryant, President
PlaySouth, LLC



Why choose PlaySouth and Burke?

PlaySouth is the exclusive authorized distributor for BCI Burke commercial playground equipment throughout the state of Georgia. Burke is celebrating its Centennial this year – 100 years of manufacturing quality commercial playgrounds all over the world! Our team at PlaySouth has over 75 years of combined experience in the commercial playground industry including sales, project management, installations and ongoing customer support.

PlaySouth contracts exclusively with a playground installation firm over 20 years old, owned and operated by a nationally Certified Playground Safety Inspector. In addition to this CPSI designation the onsite superintendent has been factory trained and certified by Burke at their plant, as well as by the National Playground Contractors Association (NPCAI).

WARRANTY PROTECTION:

A strong differentiator between us and our competitors centers around warranty coverage for your new playground purchase. Burkes “Generations Warranty” provides a complete, non-prorated warranty for specific periods of time based on the material. There is **no deduction** for age of the item that fails under the warranty period, and the shipping is **free** for the covered part. What’s really different about Burke’s factory warranty is that Burke extends new warranty coverage on the replacement part for **the full warranty period all over again!**

In addition to Burke’s strong warranty, PlaySouth offers a **Supplemental Warranty** that gives you **free labor** to replace any part provided by Burke under their warranty! This is absolutely the lowest cost of ownership in the industry!! Complete details are in our proposal packet.

PROJECT TIMELINE:

Production/manufacturing – this part of the lead time is seasonally affected. In late fall through the winter months lead times are typically 4-5 weeks from order entry to ship date. Then beginning in March the lead times begin building up to their peak of between 8-12 weeks during the summer and early fall months.

Installation – after the equipment ships, there’s about 4-5 business days in transit until our crew receives the shipment and begins work. This project will take approximately 2 weeks of installation time. Start-to-finish, your playground will take us between 8 to 14 weeks from order date until the children are playing on it, depending on the time of year that the order is placed.



PlaySouth Current Clients

Marietta City Schools

Multiple Locations in Marietta- seven different elementary schools
Jimmy Pace 404.580.5598 jpace@marietta-city.k12ga.us
More than \$775,000 in product installation in the last three years

Tift County Parks and Recreation

Puckett Park playground
Tim Petrea: (229)382-3262
\$130,000 in product installation in 2023.

Douglasville Parks and Recreation

Fowler Field Park
Chris Bass bassc@douglasville.gov
More than \$250,000 in product installation in the last 2 years.

Cobb County Parks

Multiple Locations in Cobb County- Mud Creek Soccer, Old Clarkdale Park, East Cobb Park, Traemore Park, Lost Mountain Park, Sweat Mountain Park, Sewell Park
Mackie Temple 678.776.6647 james.temple@cobbcounty.org
More than \$750,000 in product installation in the last three years

Lanier County Schools

Lanier County Elementary School
Gene Culpepper (Superintendent) (229)563-4282 Gene.Culpepper@lanier.k12.ga.us
More than \$350,000 in playground and surfacing installation in July 2023.

Lowndes County Schools- \$123,000
Alpharetta Parks and Recreation- \$125,000
Pace Academy- \$1,135,000
Primrose Academy- \$135,000
DeKalb County Parks- \$795,000
Ben Hill County- \$40,000
First Baptist Lagrange- \$175,000

Fulton County Schools- \$88,000
Fayette County School- \$44,000
Smyrna FUMC- \$225,000
Sixes Property Mgt.- \$325,000
Forsyth County Parks- \$633,000
Fayetteville City Center Park- \$175,000
Antioch Baptist Sylvester- \$50,000

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 visit bciburke.com/rep. Our passion is bringing play to communities like yours and we can't wait to help you get started!



DESIGN SUMMARY

PlaySouth Playground Creators is very pleased to present this Proposal for consideration for the Pocket Parks located in Forest Park. 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 Forest Park. 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: Pocket Parks
- Project Number: 132-181806-1
- User Capacity: 216
- Age Groups: 5 to 12
- Dimensions: 96' 3"x87' 9"
- Designer Name: Lee Olig

PlaySouth Playground Creators has developed a custom playground configuration based on the requirements as they have been presented for the Pocket Parks 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 # 132-181806-1 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 Pocket Parks 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.

GROUP:
SY-3007|ShadePlay|Freestanding

Pocket Parks
Forest Park, GA 30297

03/11/2024

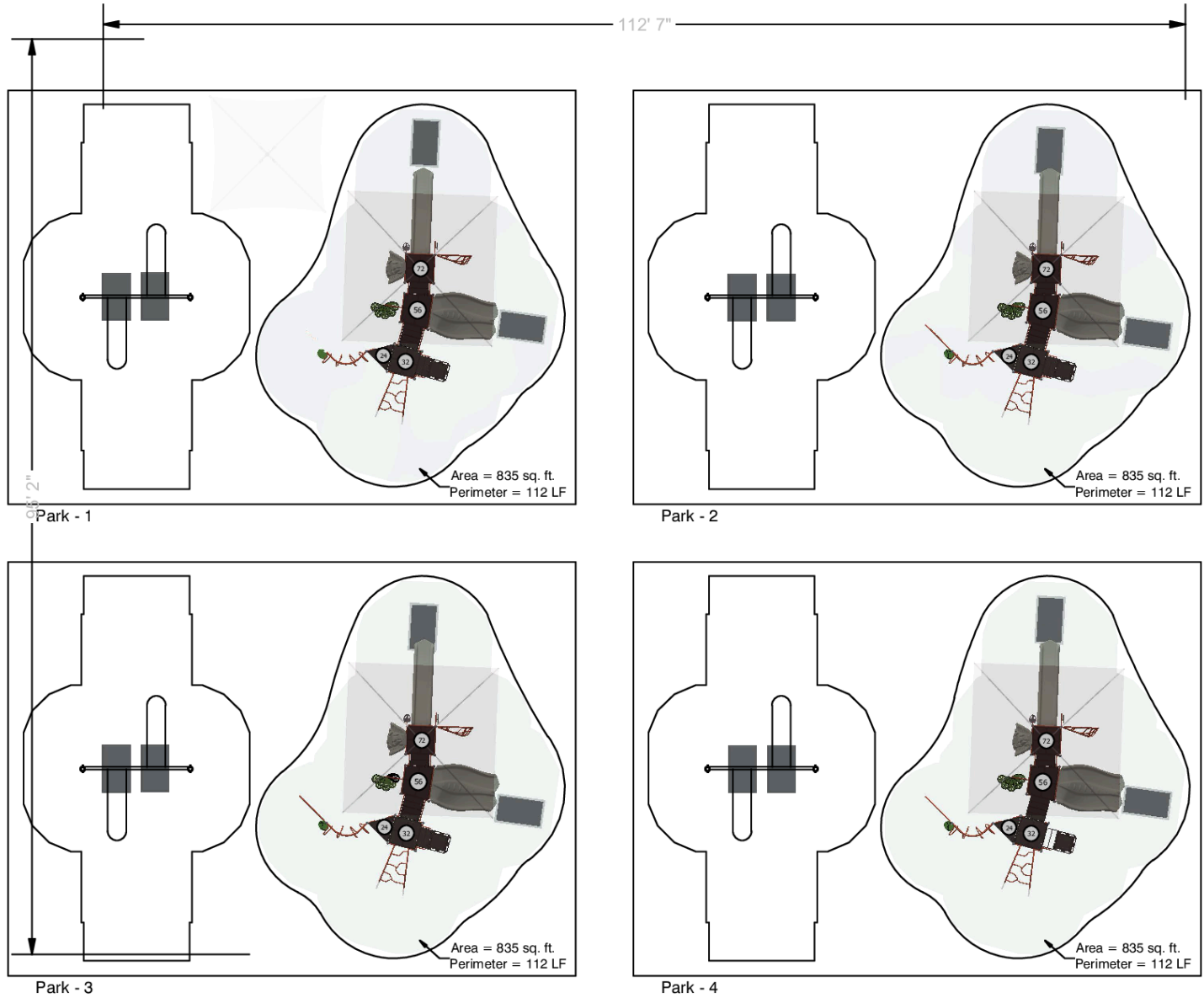
DESIGNED FOR AGES:
5 to 12

Burke
PLAY THAT MOVES YOU

PlaySouth Playground Creators

132-181806-1

Designer: Lee Olig



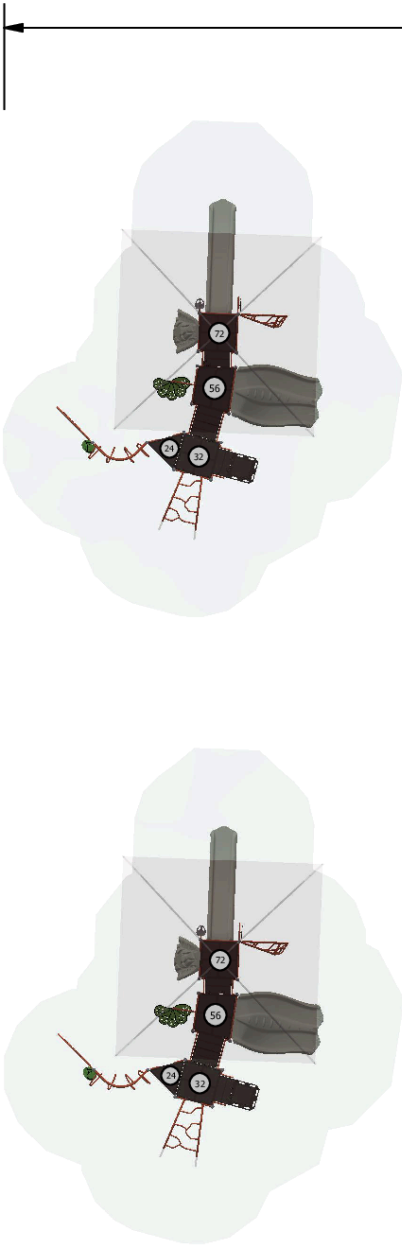
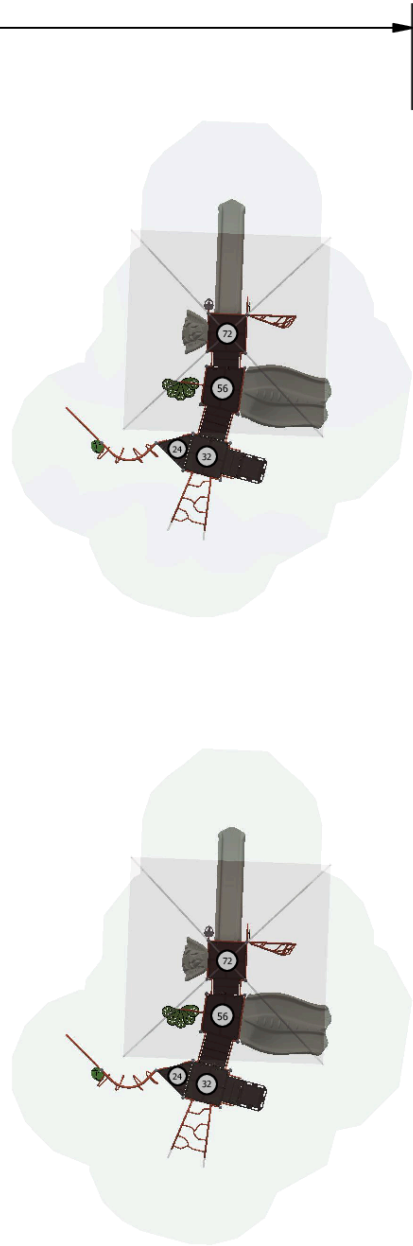
OVERALL BOUNDING OF USE ZONES
Area: 10702.6 sq.ft.
Perimeter: 415.3 ft.
STRUCTURE SIZE: 2"x112' 7"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
45	36 / 18	28 / 9	0 / 9	9 / 12	3 / 5

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.



SERIES Synergy

GROUP:
SY-3007

DESIGNED FOR AGES:
5 to 12

Pocket Parks

Forest Park, GA 30297

SITE PLAN VIEW

03/11/2024

PlaySouth Playground Creators

132-181806-1

Designer: Lee Olig

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Burke
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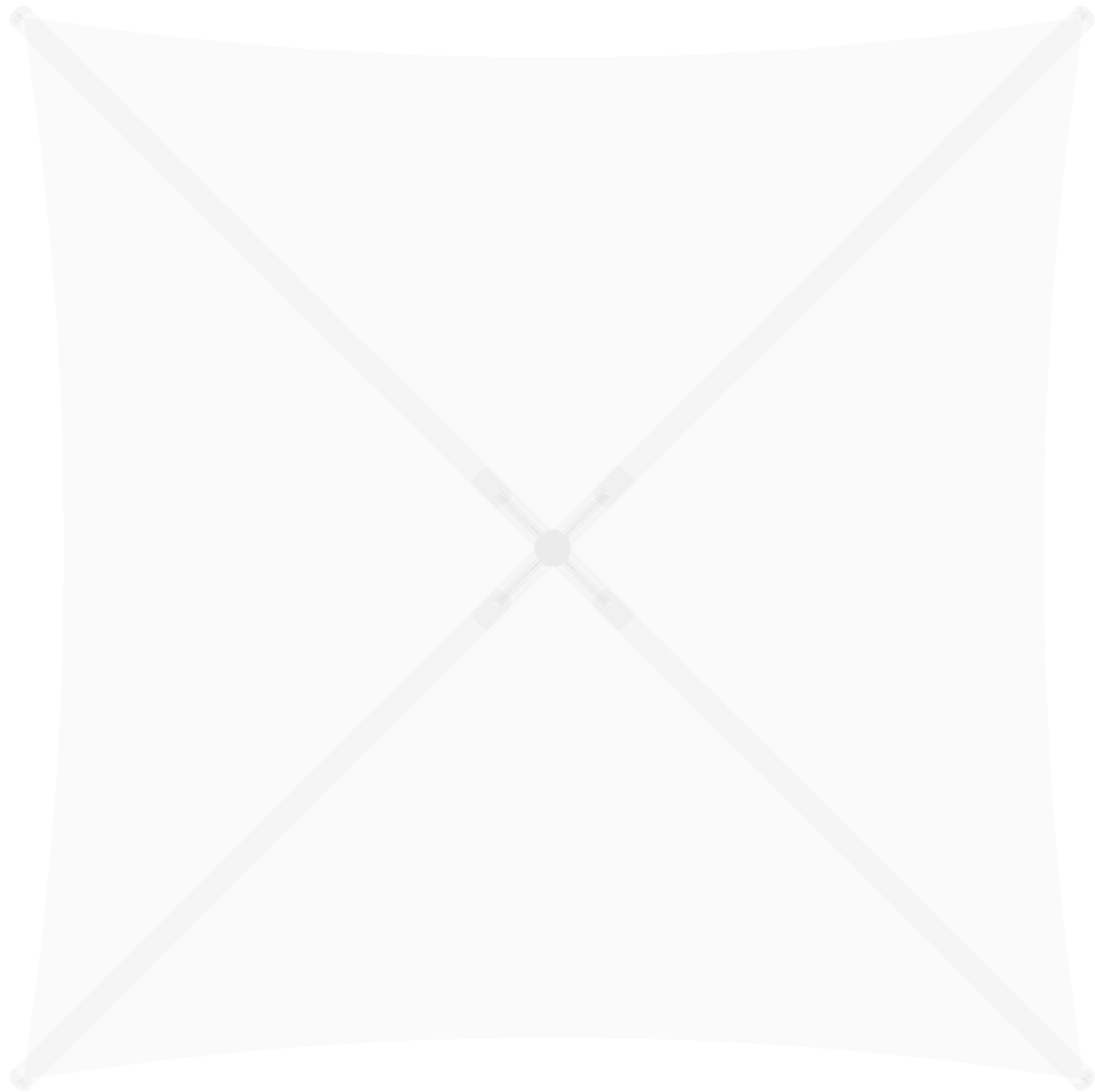
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Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



24' 0"

24' 0"

SERIES ShadePlay Max

GROUP:
ShadePlay

DESIGNED FOR AGES:
5 to 12

Pocket Parks

Forest Park, GA 30297

SITE PLAN VIEW

03/11/2024

PlaySouth Playground Creators

132-181806-1

Designer: Lee Olig

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OVERALL BOUNDING OF USE ZONES

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SERIES Burke Basics

SITE PLAN VIEW

GROUP:
Freestanding

DESIGNED FOR AGES:
5 to 12

Pocket Parks

Forest Park, GA 30297

Burke
PLAY THAT MOVES YOU

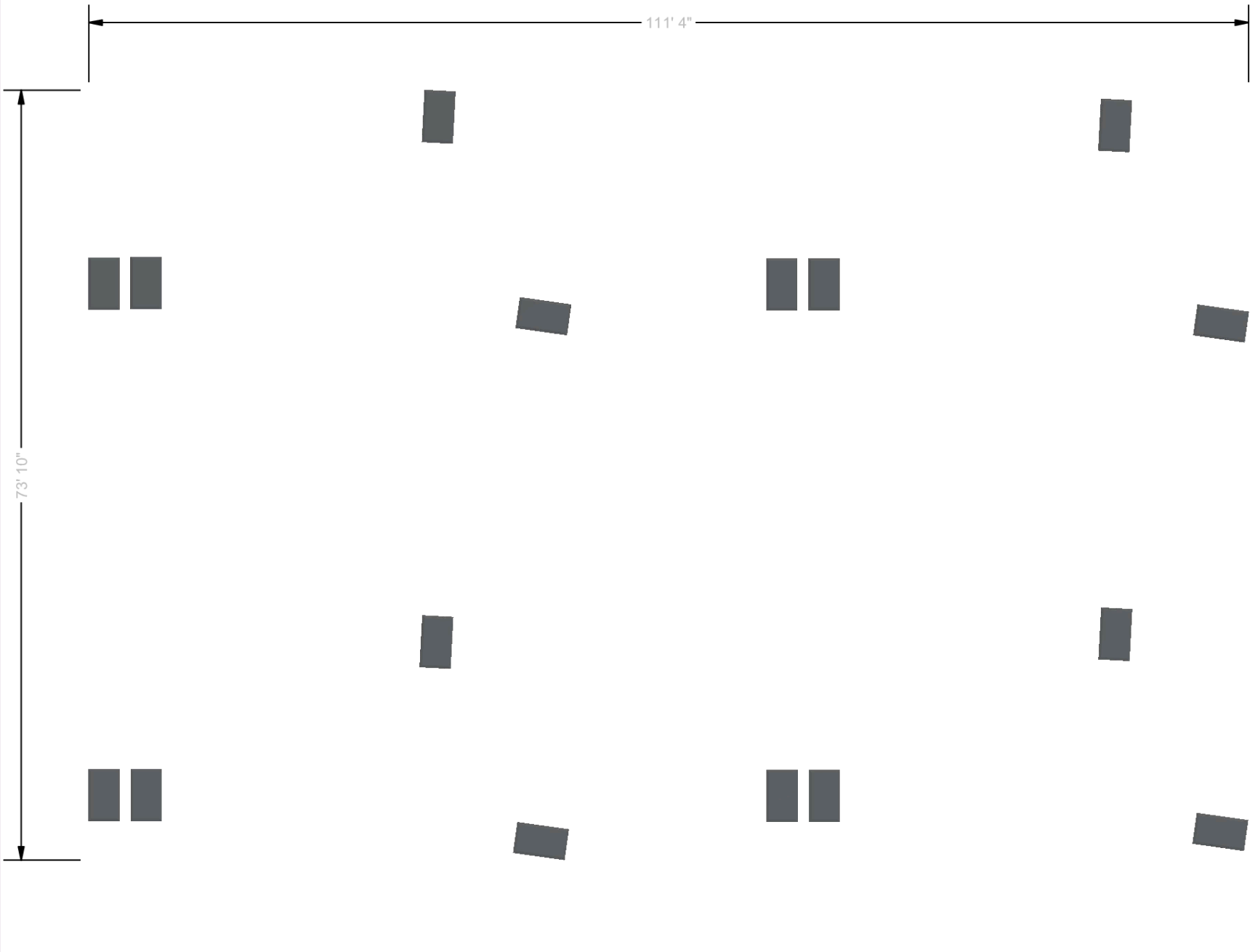
PlaySouth Playground Creators

132-181806-1

Designer: Lee Olig

03/11/2024

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OVERALL BOUNDING OF USE ZONES
Area: 10702.6 sq.ft.
Perimeter: 415.3 ft.
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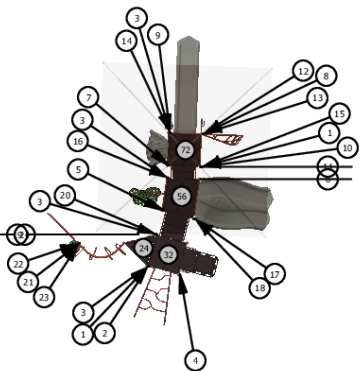
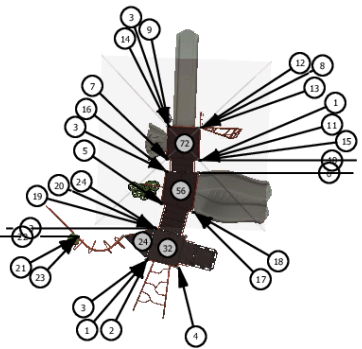
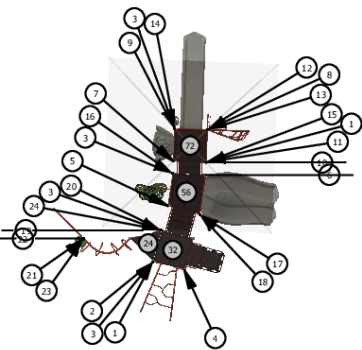
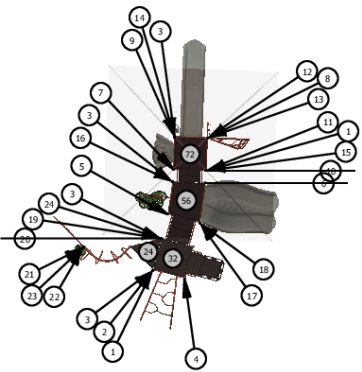
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The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

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ITEM	COMP.	DESCRIPTION
1	290-0102	SQUARE PLATFORM
2	390-0288	BETA CLIMBER 32"-40"
3	290-0110	CLIMBER ENCLOSURE
4	390-0150	TRANSFER STATION, BARRIER 32"
5	390-0101	24" TRANSITION STAIR W/BARRIERS
6	290-0103	TRAPEZOID PLATFORM
7	390-0106	16" TRANSITION STAIR W/BARRIERS
8	590-0140	SPINNER CRESCENT PANEL
9	490-0167	SINGLE LEAF SEAT
10	390-0291	VIA CLIMBER 64"-72"
11	290-0104	OFFSET ENCLOSURE
12	490-0144	VELO SLIDE 64"-72"
13	490-0141	SLIDE SIT DOWN BAR
14	390-0261	MANITOU CLIMBER 72"
15	490-0126	15' X 15' SHADEPLAY CANOPY
16	390-0280	PETAL STEP CLIMBER 56"
17	490-0137	LUGE SLIDE 48"-56"
18	490-0138	DOUBLE SLIDE SIT DOWN BAR
19	290-0106	TRIANGLE PLATFORM
20	290-0101	8" CLOSURE PLATE
21	390-0276	90 DEGREE OVERHEAD, SYNERGY
22	590-0104	3-IN-A-ROW RING PANEL
23	390-0225	SYNERGY LAUNCH PAD
24	390-0129	CRUX CLIMBER 24"



SERIES Synergy

GROUP: SY-3007

DESIGNED FOR AGES:
5 to 12

COMPONENT VIEW

Pocket Parks

Forest Park, GA 30297

Burke
PLAY THAT MOVES YOU

03/11/2024

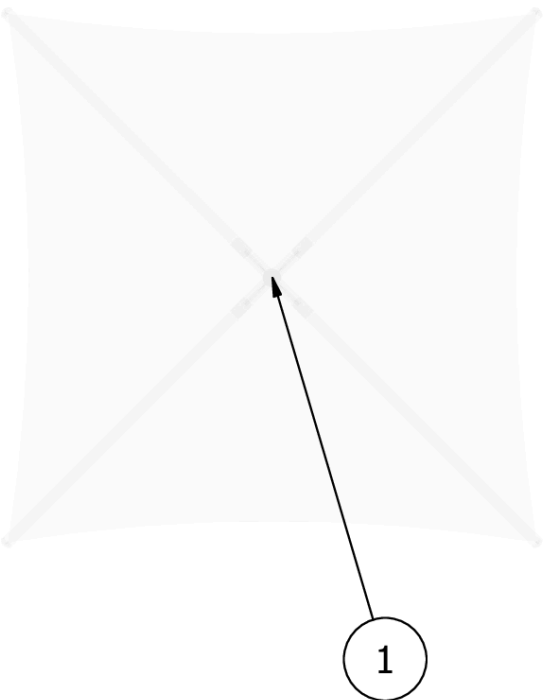
PlaySouth Playground Creators

132-181806-1

Designer: Lee Olig

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ITEM	COMP.	DESCRIPTION
1	560-2751	12' X 12' X 10' SHADEPLAY MAXSINGLE POST PYRAMID



SERIES ShadePlay Max

COMPONENT VIEW

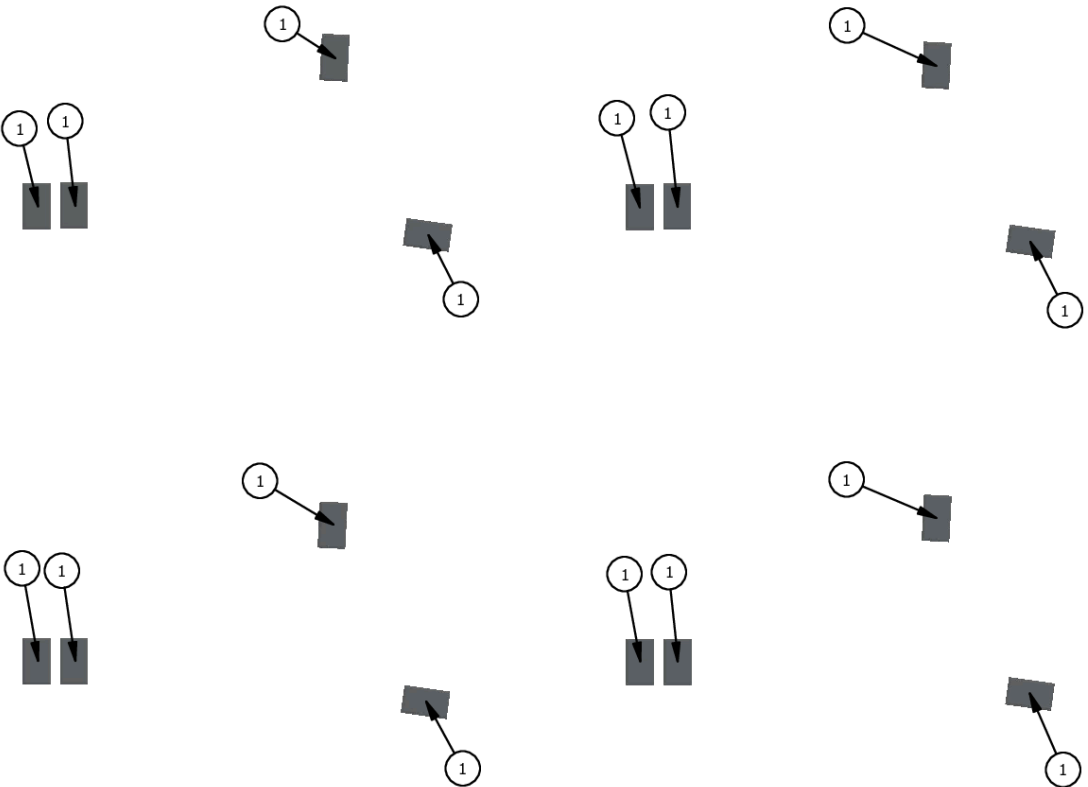
GROUP:
ShadePlay
DESIGNED FOR AGES:
5 to 12

Pocket Parks
Forest Park, GA 30297

Burke
PLAY THAT MOVES YOU

03/11/2024
PlaySouth Playground Creators
132-181806-1
Designer: Lee Olig

ITEM	COMP.	DESCRIPTION
1	046-0536	PLAYMAT 3' X 5' X 2"



SERIES Burke Basics

GROUP:

Freestanding

DESIGNED FOR AGES:

5 to 12

Pocket Parks

Forest Park, GA 30297

Burke
PLAY THAT MOVES YOU.

COMPONENT VIEW

03/11/2024

PlaySouth Playground Creators

132-181806-1

Designer: Lee Olig

SERIES Synergy | ShadePlay Max | Burke Basics

ELEVATION VIEW

GROUP:

SY-3007 | ShadePlay | Freestanding

Pocket Parks

Forest Park, GA 30297

03/11/2024

PlaySouth Playground Creators

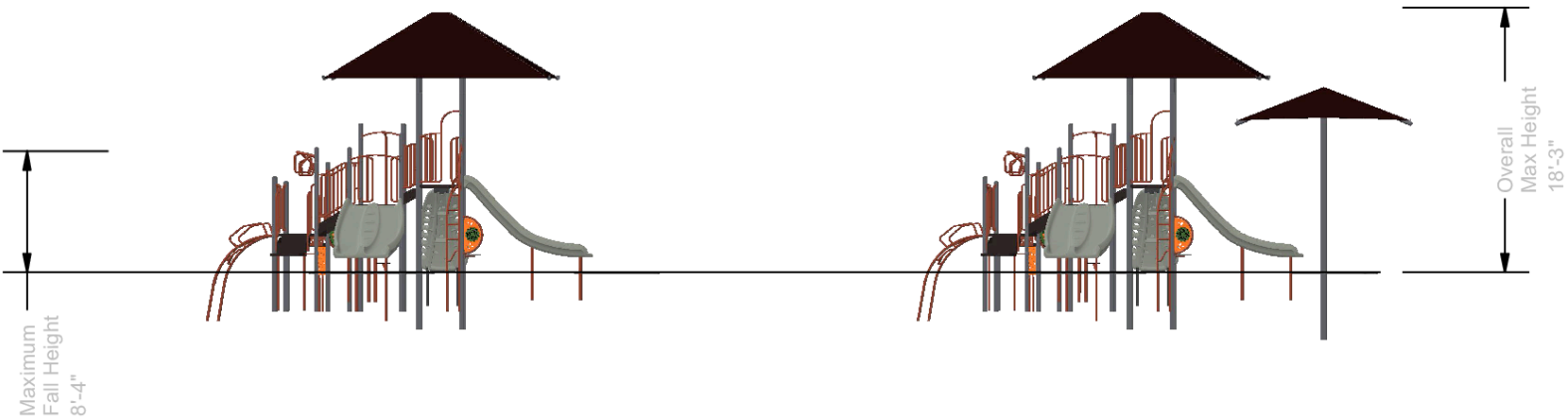
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DESIGNED FOR AGES:
5 to 12

Burke
PLAY THAT MOVES YOU

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SERIES Synergy

GROUP:
SY-3007

DESIGNED FOR AGES:
5 to 12

ELEVATION VIEW

Pocket Parks

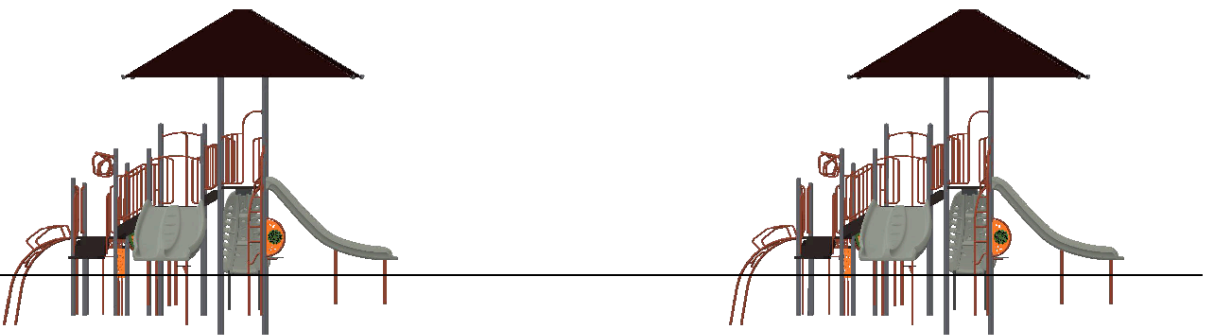
Forest Park, GA 30297

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PlaySouth Playground Creators

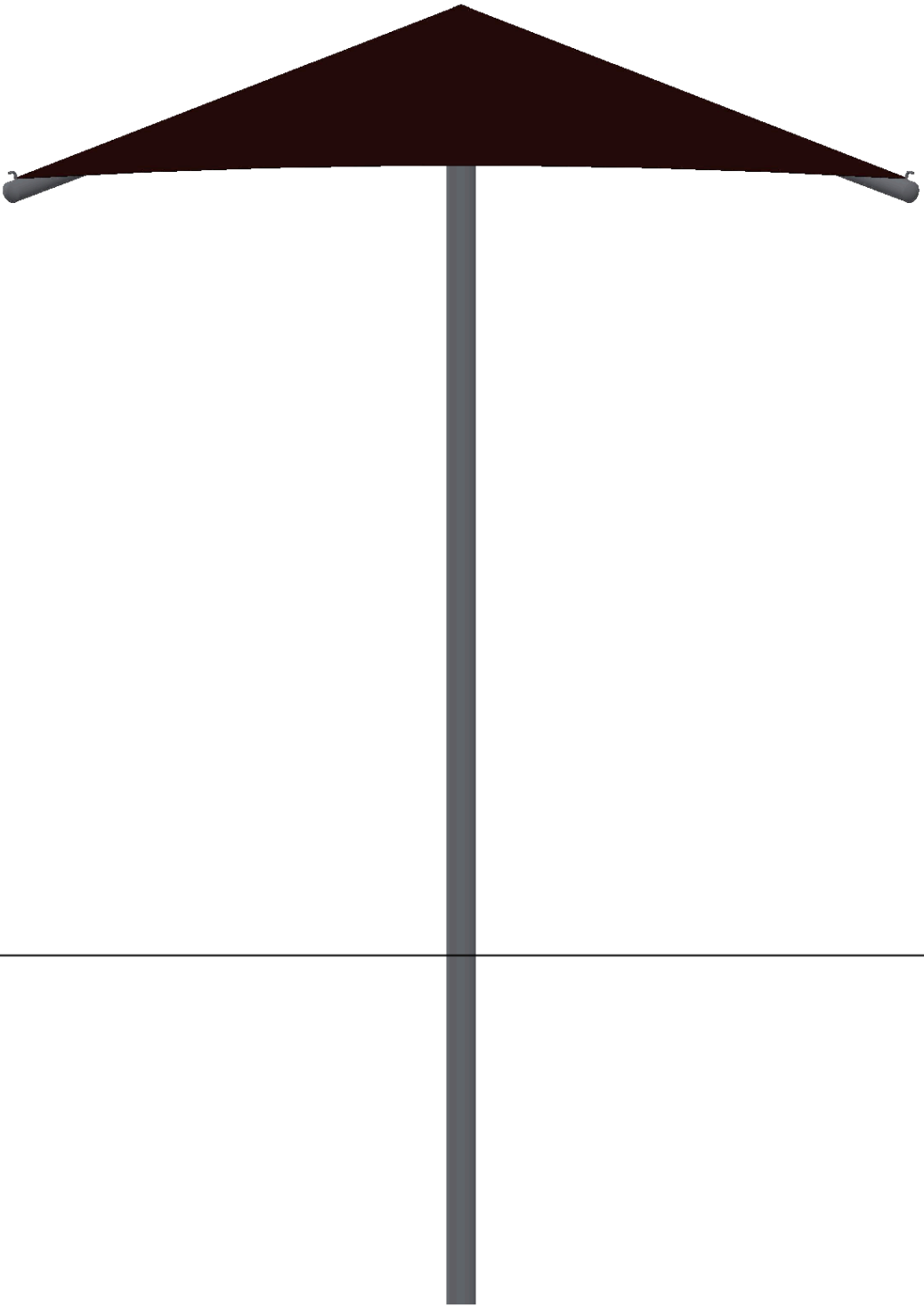
132-181806-1

Designer: Lee Olig



Maximum
Fall Height
8'-4"

Overall
Max Height
18'-3"



SERIES ShadePlay Max

GROUP:
ShadePlay

DESIGNED FOR AGES:
5 to 12

Pocket Parks

Forest Park, GA 30297

Burke
PLAT THAT MOVES YOU.

ELEVATION VIEW

03/11/2024

PlaySouth Playground Creators

132-181806-1

Designer: Lee Olig

SERIES Burke Basics

ELEVATION VIEW

GROUP:

Freestanding

Pocket Parks

Forest Park, GA 30297

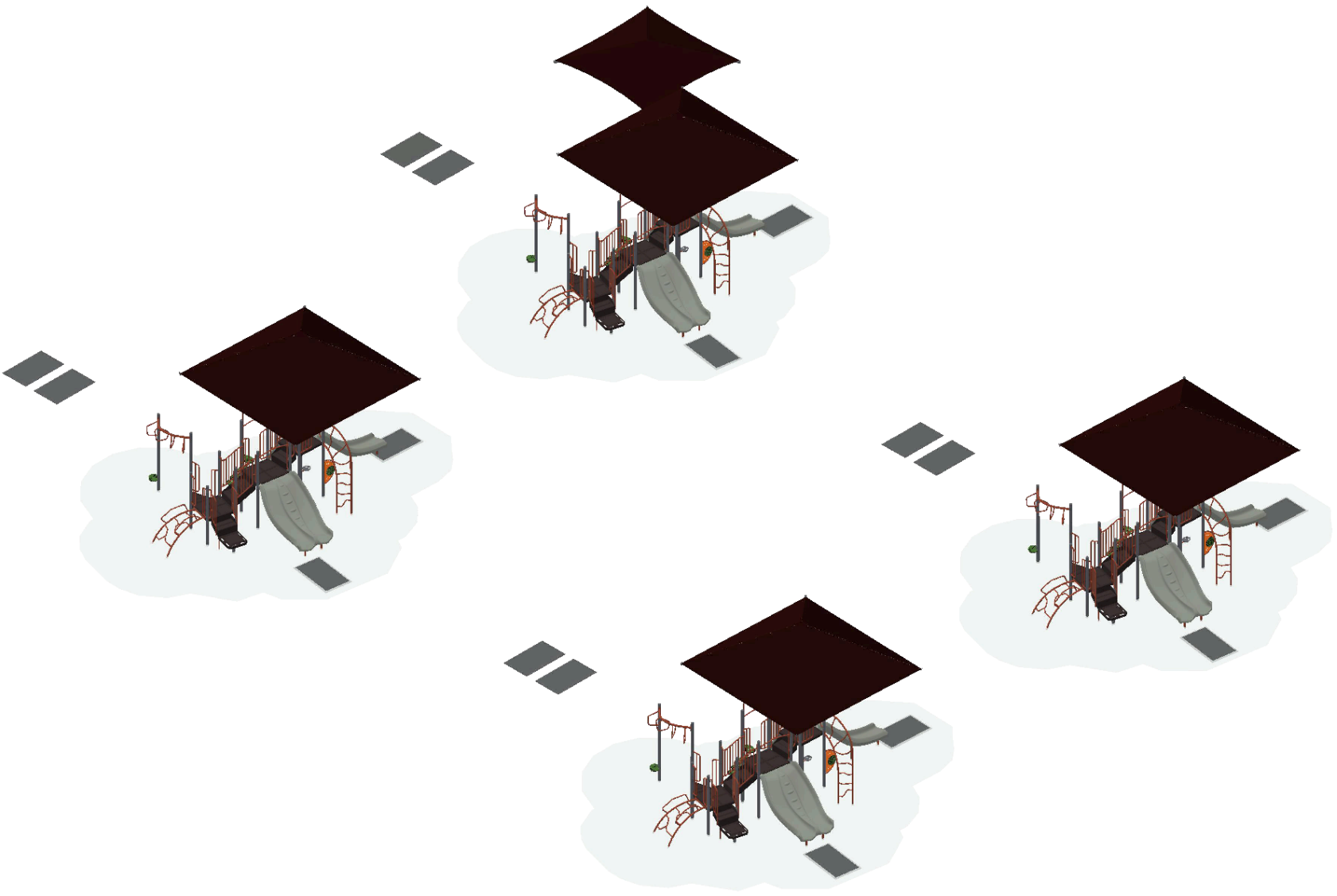
03/11/2024

PlaySouth Playground Creators

132-181806-1

DESIGNED FOR AGES:
5 to 12





SERIES Synergy | ShadePlay Max | Burke Basics

ISOMETRIC VIEW

GROUP:
SY-3007 | ShadePlay | Free-standing

Pocket Parks

Forest Park, GA 30297

03/11/2024

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SERIES Synergy

ISOMETRIC VIEW

GROUP:
SY-3007

Pocket Parks

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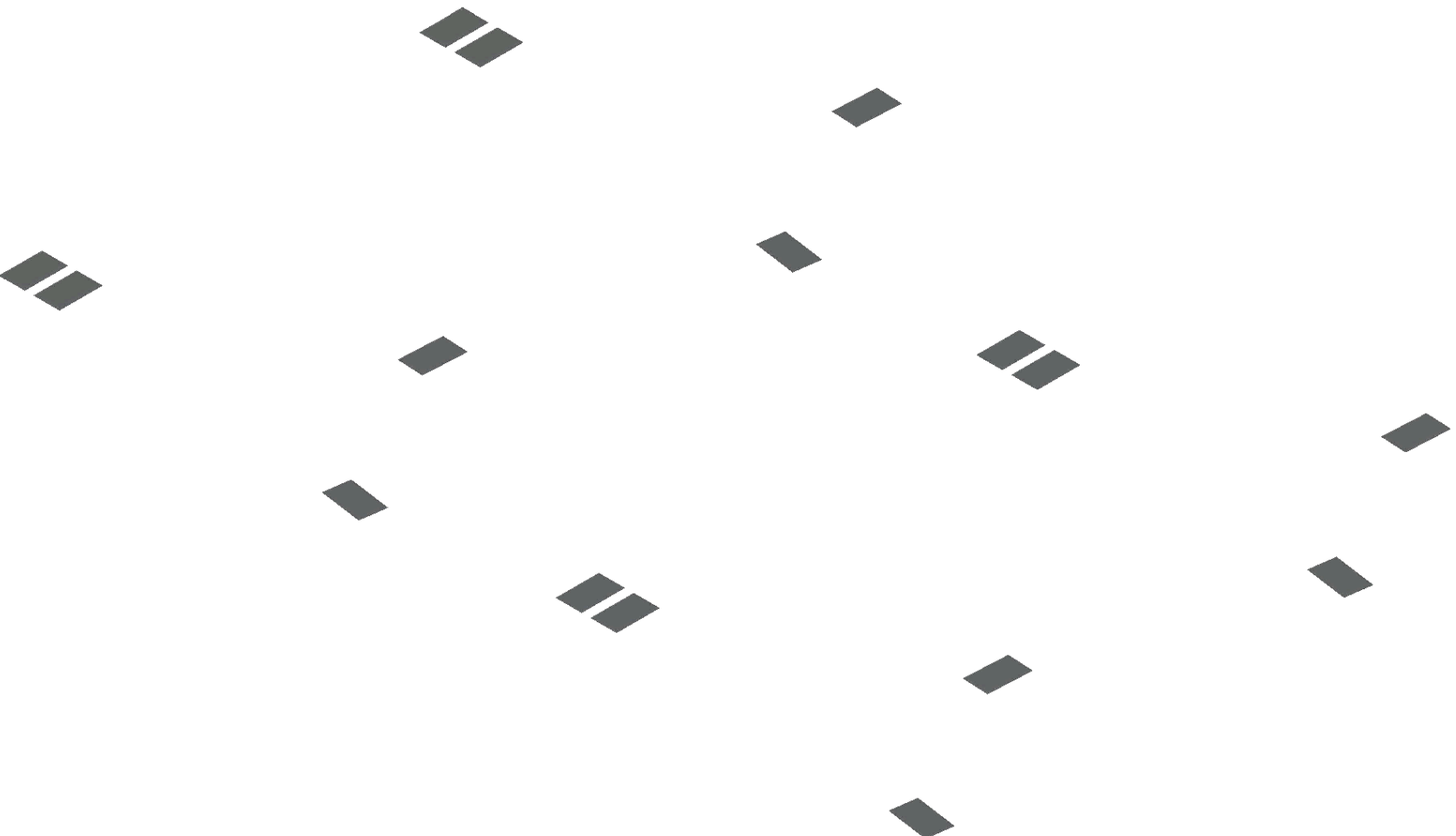
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SERIES Burke Basics

ISOMETRIC VIEW

GROUP:

Freestanding

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Forest Park, GA 30297

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5 to 12

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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 ASTM F1487. To verify product certification, visit www.ipema.org.



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

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
SY-3007						
Synergy						
072-0300-107C	3 1/2" OD X 107" CAPPED POST	4	0	0	40	160
072-0300-111C	3 1/2" OD X 111" CAPPED POST	4	0	0	41	164
072-0300-123C	3 1/2" OD X 123" CAPPED POST	8	0	0	45	360
072-0300-135C	3 1/2" OD X 135" CAPPED POST	12	0	0	50	600
072-0300-147C	3 1/2" OD X 147" CAPPED POST	4	0	0	54	216
072-0300-155C	3 1/2" OD X 155" CAPPED POST	8	0	0	57	456
072-0302-201S	3 1/2" OD X 201" SWAGED POST	16	0	0	73	1168
290-0101	8" CLOSURE PLATE	4	0	0	5	20
290-0102	SQUARE PLATFORM	8	4	32	59	472
290-0103	TRAPEZOID PLATFORM	4	4	16	64	256
290-0104	OFFSET ENCLOSURE	4	0	0	26	104
290-0106	TRIANGLE PLATFORM	4	2	8	33	132
290-0110	CLIMBER ENCLOSURE	16	0	0	21	336
390-0101	24" TRANSITION STAIR W/BARRIERS	4	5	20	143	572
390-0106	16" TRANSITION STAIR W/BARRIERS	4	1	4	91	364
390-0129	CRUX CLIMBER 24"	4	3	12	24	96
390-0150	TRANSFER STATION, BARRIER 32"	4	4	16	156	624
390-0225	SYNERGY LAUNCH PAD	4	1	4	8	32
390-0261	MANITOU CLIMBER 72"	4	4	16	86	344
390-0276	90 DEGREE OVERHEAD, SYNERGY	4	4	16	33	132
390-0280	PETAL STEP CLIMBER 56"	4	4	16	61	244
390-0288	BETA CLIMBER 32"-40"	4	1	4	75	300
390-0291	VIA CLIMBER 64"-72"	4	3	12	75	300
490-0126	15' X 15' SHADEPLAY CANOPY	4	0	0	306	1224
490-0137	LUGE SLIDE 48"-56"	4	4	16	168	672
490-0138	DOUBLE SLIDE SIT DOWN BAR	4	0	0	6	24
490-0141	SLIDE SIT DOWN BAR	4	0	0	5	20
490-0144	VELO SLIDE 64"-72"	4	2	8	113	452
490-0167	SINGLE LEAF SEAT	4	1	4	7	28
590-0104	3-IN-A-ROW RING PANEL	4	2	8	54	216
590-0140	SPINNER CRESCENT PANEL	4	1	4	17	68
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

Total User Capacity: 216
 Total Weight: 10171 lbs.
 Total Price: \$160,656

Freestanding

Burke Basics

046-0536	PLAYMAT 3' X 5' X 2"	16	0	0	136	2176
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Total User Capacity: 0
Total Weight: 2178 lbs.
Total Price: \$3,344

ShadePlay

ShadePlay Max

560-2751	12' X 12' X 10' SHADEPLAY MAX...	1	0	0	358	358
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Total User Capacity: 0
Total Weight: 358 lbs.
Total Price: \$4,297

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.**

COLOR SELECTION LIST | Default Color Option

GROUP 1 (SY-3007)

Deck: Brown
Post: Charcoal
Acc: Redwood
Panel: Olive-Black-Olive
Flat: Orange
Plastic: Granite
Canopy: Mahogany

GROUP 2 (ShadePlay)

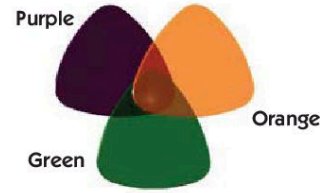
Post: Charcoal
Canopy: Mahogany

COLORS THAT MOVE YOU

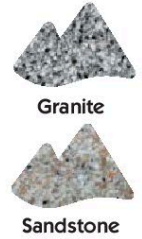
POWDER COAT PAINT



SOLIS HUE TOPPERS



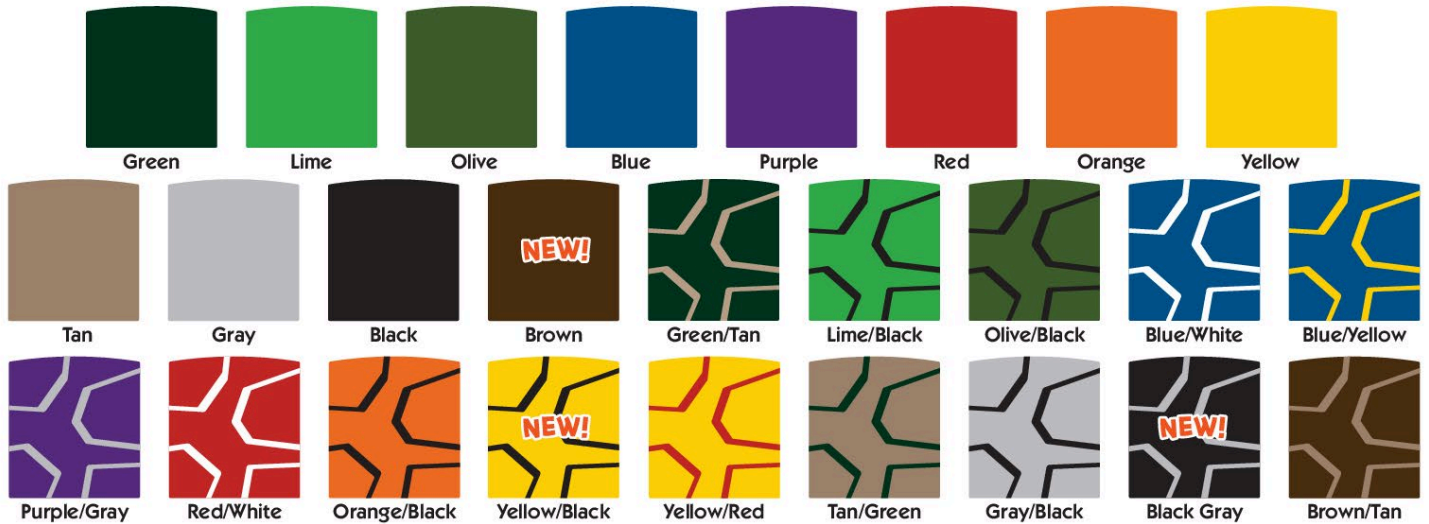
ROCKIT CLIMBERS



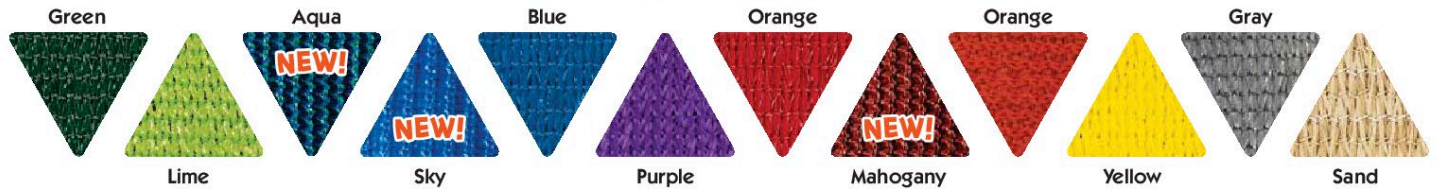
PLATFORMS



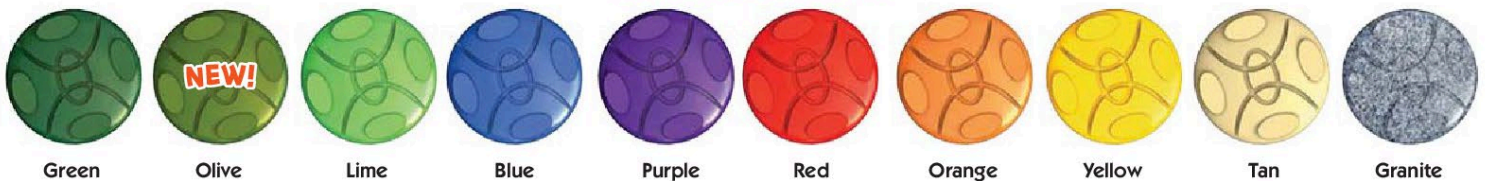
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

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

SUPPLEMENTAL PLAYGROUND WARRANTY

For Burke playgrounds installed by PlaySouth Playground Creators

Customer Name

Project Name

In addition to BCI Burke's non-prorated Generations Warranty, PlaySouth Playground Creators will at no additional cost to you, perform **free replacement** of any part failure covered under Burke's warranty! After our receipt of the replacement parts from Burke, these warranty repairs are performed by factory trained and industry certified personnel to assure you that your new playground will continue to provide fun, safe and durable play for years to come!

This zero-cost warranty provides you with the absolute lowest cost of ownership!

**See BCI Burke's Generations Warranty for complete details.*

for PlaySouth Playground Creators

Date





Unknown Obstacles and Rock Clause

The installation of playground equipment, shade structures, site furnishings and similar products requires the excavation of soil to install concrete footers. It is not uncommon to encounter small loose rock, small tree roots, packed clay or similar natural items in the soil as we dig, which is considered part of our standard operating procedures. However, on infrequent occasions we may encounter more substantial underground obstacles that either could not be anticipated, or are not native to the original soil. These include (but are not limited to) solid rock, below-grade tree stumps, old foundations and/or concrete footers, fill material or other such unknown obstacles.

If during the progress of the work, preexisting subsurface or latent physical conditions are encountered at the site, differing materially from the scope of work indicated in the contract, or if preexisting unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the typical work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing site conditions before the affected remedial work is performed.

Typically, if any unknown underground obstacles are encountered that impede the progress of the excavation more than 15 minutes, we will inform the customer immediately and request a change order to be executed on a time and material basis for remedial of the underground obstacle(s). Hourly rates will be specified in the change order. There will be a minimum of a 1-hour labor charge or a \$50.00 minimum charge (whichever is higher), plus reimbursement of equipment rental fees (if any) on all change orders.

GRJ85

