

Meeting
Brown Deer Park and Recreation Committee
Tuesday, April 7, 2015
7:00 p.m., Room B13, Village Hall



PLEASE TAKE NOTICE that a meeting of the Brown Deer Park and Recreation Committee will be held at the Village Hall of the Village of Brown Deer, 4800 W. Green Brook Drive, Brown Deer, Wisconsin, at which time and place the following items of business will be considered and possibly acted upon.

- I. Roll Call
- II. Persons Desiring to be Heard
- III. Consideration of Minutes
 - A) March 3, 2015
- IV. Unfinished Business
- V. New Business
 - A) Approval of Fairy Chasm Playground Project
- VI. Administrative Report
 - A) Department Update
- VII. Committee Members Reports
- VIII. Scheduling of Next Meeting
 - A) May 5 or May 12, 2015
- IX. Adjournment

Dated: March 26, 2015

By Jill Kenda-Lubetski
Jill Kenda-Lubetski, Village Clerk

PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE
AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST
ONE (1) BUSINESS DAY PRIOR TO THE MEETING.

**BROWN DEER PARK AND RECREATION COMMITTEE
MARCH 3, 2015 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order at 7:00 p.m.

I. Roll Call

Present: Richard Goehre, Mike Hawes, Gary Springman, Marie Lieber

Also Present: Chad Hoier, Park and Recreation Director
Mark Thompson, Recreation Supervisor

II. Persons Desiring to be Heard

III. Consideration of Minutes: November 11, 2014

It was moved by Mr.Hawes and seconded by Mr. Goehre to approve the minutes of the November 11, 2014 meeting as presented. The motion carried.

IV. Unfinished Business

V. New Business

A) TEAM Tennis Program

Mr. Hoier reviewed the new TEAM Tennis Program that Department will be offering this summer instead of the traditional youth tennis lesson program that was offered in the past. The TEAM program will be a collaborative effort between the Milwaukee Tennis and Education Foundation, Brown Deer School District and the Park and Recreation Department. TEAM program will be offered to those 9-18 years of age program being offered mornings from 9:00 a.m. to 12:00 noon Monday through Friday for six weeks. Discussion followed with Committee expressing support for the program.

Department will also be offering the Quick Start Tennis program for children 5 to 8 years of age. This program will be offered twice a week for six weeks with the lessons being an hour in length.

B) Fairy Chasm Park Playground Project

Mr. Hoier explained that because of the dollar amount of the playground project was subject was subject because of state statute to go through the request for proposal (RFP) process versus getting direct quotes from selected manufactures. Project will be reviewed and selected at the April meeting.

C) 4th of July Update

Mr. Hoier report that the 4th of July Committee will be receiving a \$5,000.00 donation from Bank Mutual to help in the costs of this year's Celebration. Mr. Hoier also reported that he had been working with the Village Manager on requiring larger donations from the Village's Business's. Tapco, Walmart, US Bank, Rite Hite and FIS are some of the other businesses the Village Manager is meeting with to try and secure more significant donations for the Celebraiton.

Mr. Hoier also reported that the Committee will be kicking off raffle ticket sales at the April election and residents will also have the opportunity to make donations when paying their water bills.

VI. Administrative Report**A) Department Update**

Mr. Hoier and Mr. Thompson reviewed the projects and programs they had been working on during the month of February. Questions and comments followed from the Committee.

VII. Committee Reports.

Mr. Goehre reported on the Senior Citizens Club and Senior Meal Program upcoming events.

Mr. Springman reported on the ongoing projects currently taking place in the Village.

Ms. Lieber commented on concerns from the participants in her exercise class pertaining to start times and end times of classes that run back to back. Mr. Hoier stated that he would speak with the instructors and remind them that they need to be respectful of classes that start following their class specific class.

VIII. Scheduling of Next Meeting**A) April 7, 2015**

Committee agreed to schedule its next meeting for Tuesday, April 15.

VIII. Adjournment

Upon proper motion, the meeting was adjourned at 8:30 p.m.

Chad Hoier, Park and Recreation Director



REQUEST FOR CONSIDERATION

COMMITTEE: Park and Recreation and Finance and Public Works

ITEM DESCRIPTION: Replacement of Fairy Chasm Park Play

PREPARED BY: Chad Hoier, Park and Recreation Director

REPORT DATE: March 25, 2015

MANAGER'S REVIEW/COMMENTS:

- No additional comments to this report.
- See additional comments attached.

RECOMMENDATION: Approval of Miller & Associates design 30-84841-2 for the replacement and installation of the existing Fairy Chasm Park play structure with project costs not to exceed \$42,681.00

EXPLANATION: Play structure proposals were submitted by four company's; Miller & Associates (Burke Equipment) for \$42,681.00, Lee Recreation (Play World Equipment) for \$45,310.00, Minnesota / Wisconsin Playground (Game Time Equipment) for \$43,000.00 and Northland Recreation (Little Tikes Equipment) for \$43,000.00. All of the proposals came in under budget amount of \$47,500.00 as stated in the 2015 Capital Improvement Plan.

All of the proposals presented met parameters listed in the RFP and meet the CPSC (Consumer Product Safety Commission) Guidelines, ASTM (American Society for Testing and Materials) Standards, IPEMA (International Play Equipment Manufacturer's Association) Certification and ADA (Americans with Disabilities Act) Guidelines.

Staff approached this project looking for the play equipment to fit the needs of Village Park and the community's families and users of the park for the next twenty to twenty-five years. The company's that submitted proposal's were directly contacted by the Department and selected based on their affiliation with WPRA (Wisconsin Park And Recreation Association) and the NRPA (National Park and Recreation Association). The Director also spoke with other Park and Recreation Director's throughout the area

and the State obtaining information about who has provided their playground equipment and the service they received.

Cost of the project was also a factor in the project. Staff looked at quality of the equipment, the play value and the amount of the equipment that could fit the amount budgeted for the project along with the level of service provided by the vendor.

Staff is recommending working the Miller & Associates and the BCI Burke Company. Miller & Associates has been providing play equipment throughout the state of Wisconsin since 1978. All the equipment proposed would be provided by the BCI Burke Company, the oldest playground company in the United States. The Burke Company has maintained their design, engineering and production lines in Fond du Lac for over 80 years and all of the rotationally molded plastic used on Burke's equipment is supplied by Dutchland Plastics located in Oostburg.

Equipment would be installed by factory trained and authorized contractor to the exact specification established by Burke. Miller & Associates contractor is a member of the National Playground Contractor's Association and his lead men are NPSI (National Playground Safety Institute) certified.

Staff is recommending the design provided by Miller & Associates, design number 30-84841-2 for the purchasing and installation of play equipment and appropriate number of cubic yards needed of surface material, delivered and installed. Total cost for the project listed below.

- Design # 30-84841-2 = \$42,681.00

Cost savings to the project with the support from DPW includes; removal and disposal of existing equipment, excavation of area 12" deep and the removal and disposal of excavated spoils.

SECTION IV
PROPOSAL

To the Village of Brown Deer, Wisconsin:

In conformity with the foregoing Advertisement for Bids and Instructions to Bidders, the undersigned, having become familiarized with the local conditions affecting the cost of the work and the Specifications and Addenda, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required for the **2015 Fairy Chasm Park Play Structure**, as outlined in these Specifications prepared by or approved by the Village.

We make this Proposal with the full knowledge of the kind, quantity, and quality of the Plans, work, and materials required, and after a personal investigation and examination of the local conditions and accessibility of the work, and of the character of the soil likely to be encountered. In making this Proposal, we rely entirely upon our own investigation.

It is further agreed that the undersigned shall enter into a Contract and furnish the Sureties as required to do all the work and furnish all the materials, tools, labor and plans of whatever kind or nature required for the satisfactory completion of the work outlined above, in accordance with the Plans and Specifications, for the following Unit Prices:

Drawing #1

Design #30-84841-2

BID FORM

2015 Fairy Chasm Park Play Structure

No.	Item	Cost
1	Play Structure Equipment (bidder to list proposed equipment and cost for each item)	
	See Attached Page of List Pricing for Materials Only	
	Total Cost for play structure equipment and installation	\$ 39,256.00
2	Resilient material (wood chips) for under and around play equipment. 100 cu yds, Delivered & Installed	\$ 3,425.00
	Total Cost for Items 1 and 2	\$ 42,681.00

Total Cost for item No 1: Thirty-nine thousand, two hundred fifty-six Dollars and Zero Cents.
(In words)

Total Cost for items No 1 and 2: Forty-two thousand, six hundred eighty-one Dollars and Zero Cents.
(In words)

Signed: 

Title: President

Firm: Miller & Associates - Sauk Prairie, Inc.

Date: March 16, 2015

30-84841-2

Proposal Prepared for:

Chad Hoier
 Village of Brown Deer
 4800 W. Green Brook Drive
 Brown Deer, WI 53223

Project Location:

Fairy Chasm Park
 5712 W. Fairy Chasm Road
 Brown Deer, WI 53223

Proposal Prepared by:

Miller & Associates
 P.O. Box 154
 Prairie du Sac, WI 53578
 Phone: 608-643-8105
 Fax: 608-643-7932
 contact@millersaukprairie.com

Suanne Moesch

Phone: 414-331-9680

suannem@millersaukprairie.com

Component No.	Description	Qty	Weight	Ext. Weight	Price	Ext. Price
Burke Basics						
560-0457	SWIFT TWIST SPINNER	1	52	52	\$1,008	\$1,008
560-0461	INTENSITY STEP SPOT POD 8" - ...	2	20	40	\$413	\$826
560-0522	FS 2 BRANCH TREE CLIMBER	1	72	72	\$743	\$743
560-0524	FS 3 BRANCH TREE CLIMBER	1	80	80	\$757	\$757
Intensity						
370-0001	AGILITY ARC	1	11	11	\$180	\$180
370-0003	VITAL VORTEX CLIMBER	1	34	34	\$605	\$605
370-0020	ACTIVE APEX, (STEEL)	1	278	278	\$2,122	\$2,122
370-0024	DYNAMIC DISCS	1	93	93	\$4,140	\$4,140
370-0033	ODYSSEY POST LINK DOUBLE	1	78	78	\$701	\$701
370-0576	SPINNER, FIERCE CYCLONE	1	149	149	\$2,438	\$2,438
370-0712	RUGGED RIDGE	1	34	34	\$500	\$500
370-0808	TWISTING TRAVERSE	1	103	103	\$1,444	\$1,444
370-1576	STRENGTH STEPPER CLIMBER	1	185	185	\$2,330	\$2,330
470-0101	DYNAMIC PAD	3	27	81	\$490	\$1,470
670-0097	INTENSITY CURRICULUM KIT	1	2	2	\$0	\$0
Nucleus						
270-0050	8" CLOSURE PLATE	2	10	20	\$103	\$206
270-0129	TRIANGLE PLATFORM	2	48	96	\$504	\$1,008
270-0130	SQUARE PLATFORM	1	106	106	\$899	\$899
370-0159	WEDGE CLIMBER 56"-64"	1	72	72	\$588	\$588
370-0481	SATELLITE CLIMBER 48"	1	202	202	\$2,507	\$2,507
370-0499	STEEP PEAK CLIMBER 64"	1	133	133	\$1,487	\$1,487
370-0720	TRANSFER STATION, HANDRAIL 48"	1	236	236	\$1,967	\$1,967
470-0571	VIPER II SS 64-72	1	360	360	\$4,427	\$4,427
570-1619	WHEEL OF FUN PANEL	1	51	51	\$683	\$683
600-0104	NPPS SUPERVISION SAFETY KIT	1	3	3	\$0	\$0
670-0098	MODULAR HARDWARE, NUCLEUS	1	5	5	\$0	\$0
670-0099	INSTALLATION KIT, INTENSITY	1	2	2	\$0	\$0
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	\$0	\$0
670-0165	POST ASSEMBLY 5" OD X 123"	2	66	132	\$283	\$566
670-0166	POST ASSEMBLY 5" OD X 139"	9	74	666	\$301	\$2,709
670-0168	POST ASSEMBLY 5" OD X 158"	2	84	168	\$349	\$698
Rockit						
560-0541	ROCKIT OFFSET PANEL	2	83	166	\$1,345	\$2,690
560-0549	ROCKIT CORE LINK	1	132	132	\$2,467	\$2,467
660-0138	ROCKIT ATTACHMENT POST 79 1/2"	2	18	36	\$167	\$334

Total User Capacity:

91

Total Weight:

3,878 lbs.

Drawing #1

Design #30-84841-2

SUBCONTRACTOR LIST

The following Subcontractors will be used to work on portions of the Project. Changes shall not be made subsequent to the Bid unless the change(s) is approved by the Village.

Subcontractor Name, Address, Phone#	Classification of Work	Estimated Dollar Amount
Bluemel's Maintenance Service 4930 W Loomis Rd, Greenfield 414-282-4220	Installer	\$6,500.00 Play Equipment Install \$700.00 Wood Chips Install

It is understood and agreed by the undersigned that the work included in this Item will be awarded to the Bidder who submits the lowest and most responsive Total Bid received.

In submitting this Proposal, it is further understood and agreed by the undersigned that the right is reserved by the Village to reject any or all Proposals.

It is understood and agreed by the undersigned that the foregoing Bid is not to be construed to be a Lump Sum Proposal.

It is understood that the quantities of the several items shown on the Plans are for informational purposes only, and the undersigned has made their own determination as to the actual quantities of work to be completed in place.

Accompanying this Proposal is a (Certified Check)(Bank Draft)(Bid Bond) in the amount of ~~Dollars~~ (\$ 5% of Bid), payable to the "Village of Brown Deer, Wisconsin", which it is agreed will be forfeited to the Village of Brown Deer if the undersigned fails to execute the Contract in conformity

with the Village's requirements, and furnish Bonds as specified within ten (10) days from the notification of the award of Contract to the undersigned.

It is understood and agreed that this Proposal may not be withdrawn for a period of ninety (90) days from the opening thereof.

The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Village, and agrees to fully complete all work covered by this Proposal to the point of final acceptance by the Village within ninety (90) calendar days from and including the date to start work as established in the written order from the Village.

Dated March 16, 2015.

Miller & Associates - Sauk Prairie, Inc.
FIRM NAME

1-800-953-8700
TELEPHONE NUMBER


BY: Steve Barritt

President
TITLE

OFFICIAL ADDRESS

603 Water Street

Sauk City, WI 53583

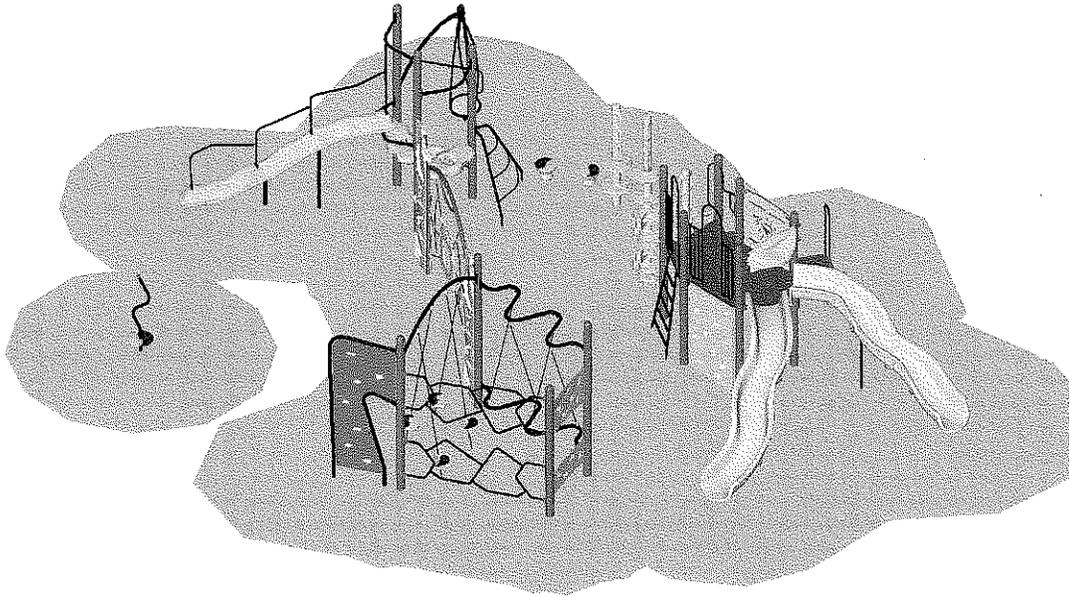
NOTE: Bidders shall not add any conditions or qualifying statements to this Bid, as otherwise the Bid may be declared irregular, or not responsive to the Advertisement for Bids.

* * * *

Village of Brown Deer Fairy Chasm Park

Proposal # 30-84841-2

February 17, 2015



Presented by
Miller & Associates – Sauk Prairie, Inc.
and



Design Summary

Miller & Associates is pleased to present this Proposal for consideration for the Fairy Chasm Park located in Brown Deer. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Village of Brown Deer. 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: Fairy Chasm Park
- Project Number: 30-84841-2
- User Capacity: 91
- Age Groups: Ages 5-12 years
- Dimensions: 55' 1" x 44' 1"
- Designer Name: Kari Champeau

Miller & Associates has developed a custom playground configuration based on the requirements as they have been presented for the Fairy Chasm 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 # 30-84841-2 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 Fairy Chasm 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.

INFORMATION
 MINI-FALL ZONE
 SURFACED WITH
 RESILIENT MATERIAL
 AREA

1680 SQ.FT.

PERIMETER

220 FT.

STRUCTURE SIZE

55' 1" x 44' 1"

STRUCTURE IS DESIGNED
 FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS

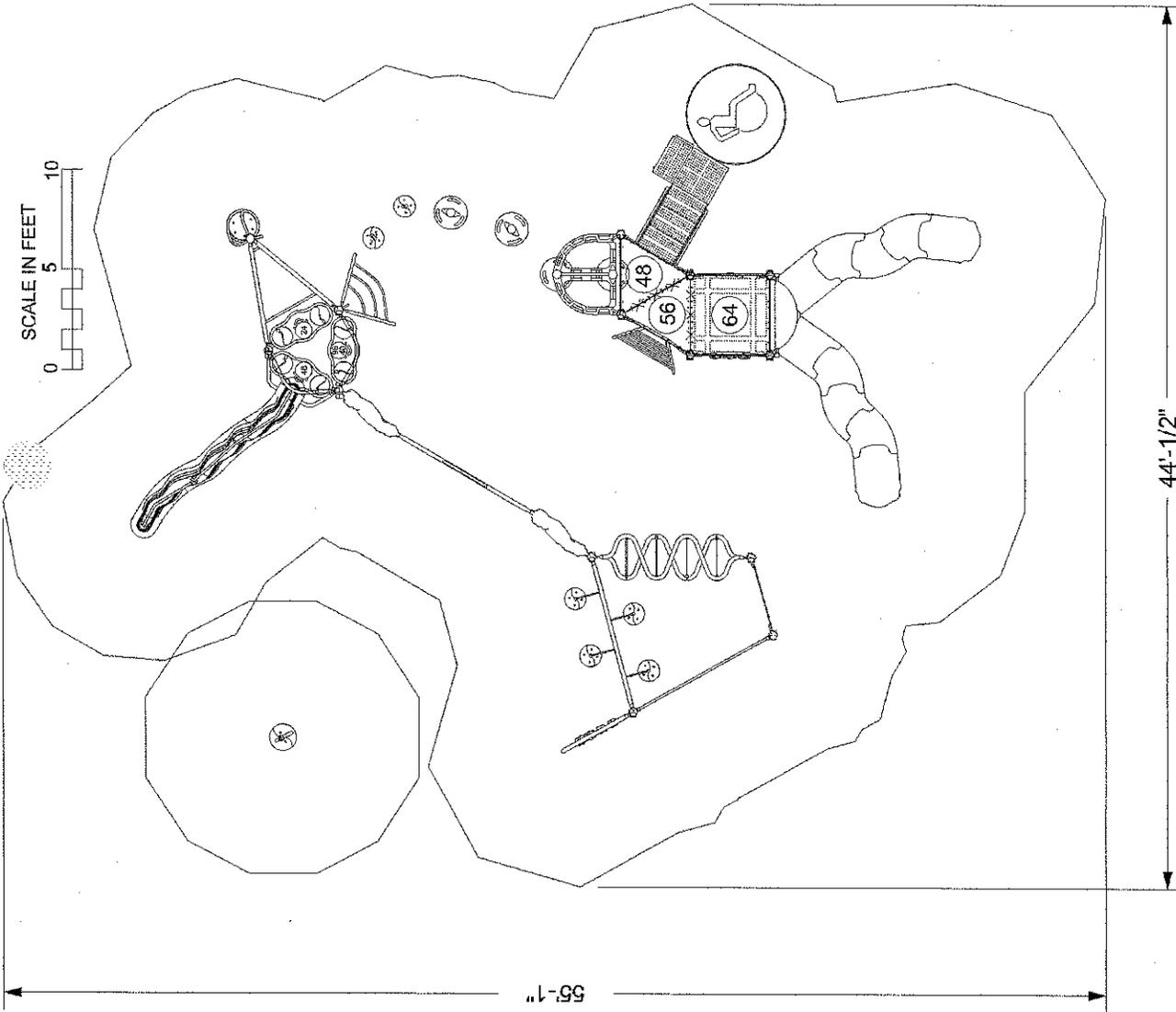
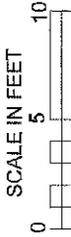


To verify product certification,
 visit www.ipema.org

The play components identified
 in this plan 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
 here are to ASTM standards.
 Requirements for other standards
 may be different.

The use and layout of play
 components identified in this plan
 conform to the CPSC guidelines.



WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
 AND AROUND THIS EQUIPMENT.
 FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
 Public Playground Safety.
 PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	24
NUMBER OF ELEVATED PLAY EVENTS:	5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 19
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 7
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 2

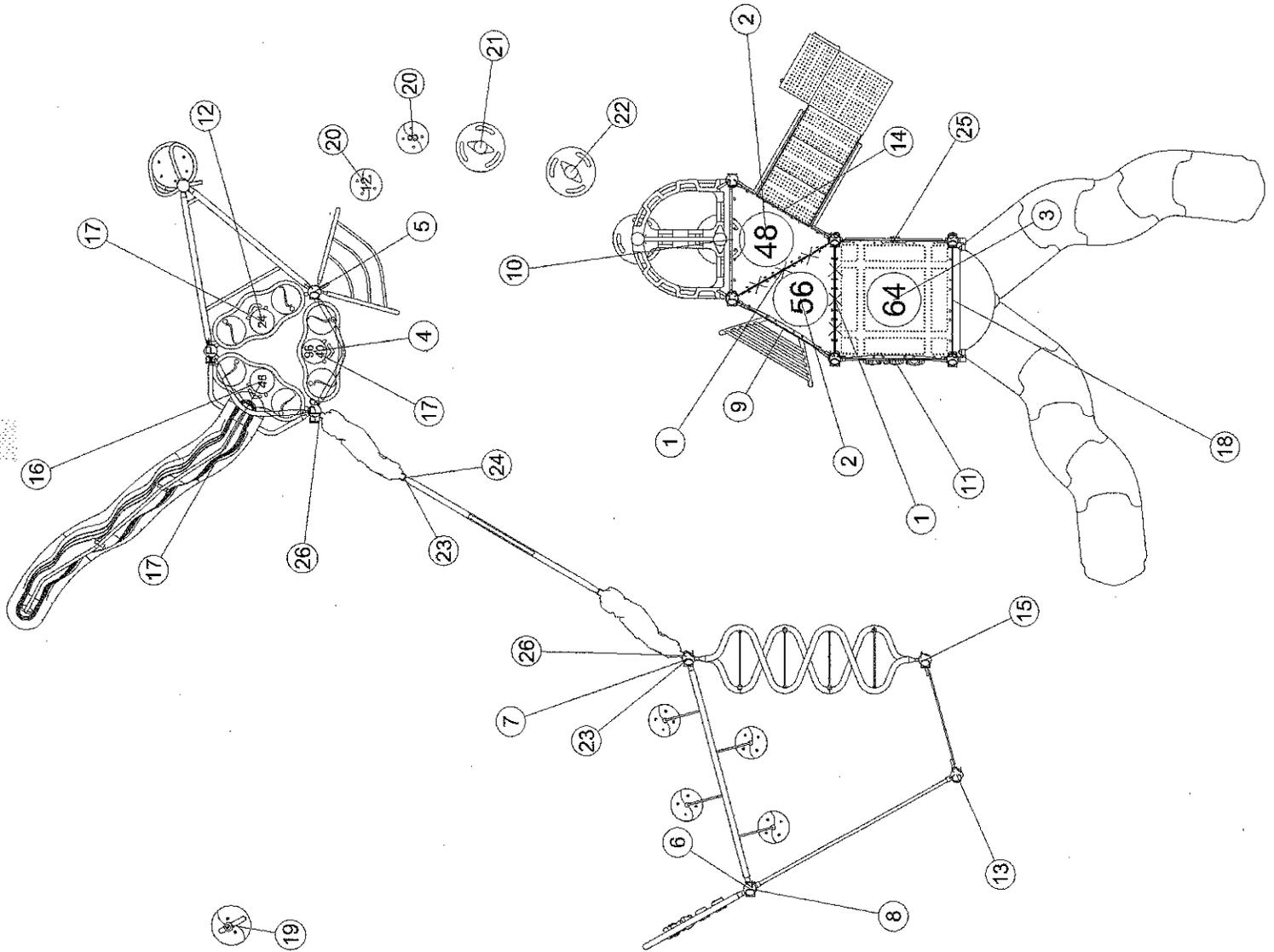


SERIES: Basics, Intensity, Nucleus
 SITE PLAN
 DRAWN BY: Kari Champeau

Fairy Chasm Park
 5712 W. Fairy Chasm Road
 Brown Deer, WI 53223

February 17, 2015
 Miller & Associates
 30-84841-2

ITEM	COMP.	DESCRIPTION
1	270-0050	8" CLIMBING PLATE
2	270-0129	TRIANGLE PLATFORM
3	270-0130	SQUARE PLATFORM
4	370-0001	AGILITY ARC
5	370-0003	VITAL VORTEX CLIMBER
6	370-0020	ACTIVE APEX (STEEL)
7	370-0024	DYNAMIC DISCS
8	370-0033	ODYSSEY POST LINK DOUBLE
9	370-0159	WEDGE CLIMBER 56"-64"
10	370-0481	SATELLITE CLIMBER 48"
11	370-0499	STEEP PEAK CLIMBER 64"
12	370-0576	SPINNER, FIERCE CYCLONE
13	370-0712	RUGGED RIDGE
14	370-0720	TRANSFER STATION, HANDRAIL
15	370-0806	TWISTING TRAVERSE
16	370-1576	STRENGTH STEPPER CLIMBER
17	470-0101	DYNAMIC PAD
18	470-0571	VIPER II SS 64-72
19	560-0457	SWIFT TWIST SPINNER
20	560-0461	INTENSITY STEP SPOT POD 8"
21	560-0522	FS 2 BRANCH TREE CLIMBER
22	560-0524	FS 3 BRANCH TREE CLIMBER
23	560-0541	ROCKIT OFFSET PANEL
24	560-0549	ROCKIT CORE LINK
25	570-1619	WHEEL OF FUN PANEL
26	660-0138	ROCKIT ATTACHMENT POST 76"



SERIES: Basics, Intensity, Nucleus
 COMPONENT PLAN
 DRAWN BY: Kari Champeau

Fairy Chasm Park
 5712 W. Fairy Chasm Road
 Brown Deer, WI 53223

February 17, 2015

Miller & Associates
 30-84841-2

Proposal Prepared for:
 Chad Hoier
 Village of Brown Deer
 4800 W. Green Brook Drive
 Brown Deer, WI 53223

Project Location:
 Fairy Chasm Park
 5712 W. Fairy Chasm Road
 Brown Deer, WI 53223

Proposal Prepared by:
 Miller & Associates
 P.O. Box 154
 Prairie du Sac, WI 53578
 Phone: 608-643-8105
 Fax: 608-643-7932
 contact@millersaukprairie.com

Suanne Moesch
 Phone: 414-331-9680
 suannem@millersaukprairie.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Burke Basics						
560-0457	SWIFT TWIST SPINNER	1	1	1	52	52
560-0461	INTENSITY STEP SPOT POD 8" - ...	2	1	2	20	40
560-0522	FS 2 BRANCH TREE CLIMBER	1	2	2	72	72
560-0524	FS 3 BRANCH TREE CLIMBER	1	3	3	80	80
Intensity						
370-0001	AGILITY ARC	1	1	1	11	11
370-0003	VITAL VORTEX CLIMBER	1	2	2	34	34
370-0020	ACTIVE APEX, (STEEL)	1	4	4	278	278
370-0024	DYNAMIC DISCS	1	6	6	93	93
370-0033	ODYSSEY POST LINK DOUBLE	1	4	4	78	78
370-0576	SPINNER, FIERCE CYCLONE	1	3	3	149	149
370-0712	RUGGED RIDGE	1	2	2	34	34
370-0808	TWISTING TRAVERSE	1	5	5	103	103
370-1576	STRENGTH STEPPER CLIMBER	1	6	6	185	185
470-0101	DYNAMIC PAD	3	2	6	27	81
670-0097	INTENSITY CURRICULUM KIT	1	0	0	2	2
Nucleus						
270-0050	8" CLOSURE PLATE	2	0	0	10	20
270-0129	TRIANGLE PLATFORM	2	2	4	48	96
270-0130	SQUARE PLATFORM	1	6	6	106	106
370-0159	WEDGE CLIMBER 56"-64"	1	2	2	72	72
370-0481	SATELLITE CLIMBER 48"	1	6	6	202	202
370-0499	STEEP PEAK CLIMBER 64"	1	2	2	133	133
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
470-0571	VIPER II SS 64-72	1	4	4	360	360
570-1619	WHEEL OF FUN PANEL	1	2	2	51	51
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0098	MODULAR HARDWARE, NUCLEUS	1	0	0	5	5
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0165	POST ASSEMBLY 5" OD X 123"	2	0	0	66	132
670-0166	POST ASSEMBLY 5" OD X 139"	9	0	0	74	666
670-0168	POST ASSEMBLY 5" OD X 158"	2	0	0	84	168
RockIt						
560-0541	ROCKIT OFFSET PANEL	2	4	8	83	166
560-0549	ROCKIT CORE LINK	1	4	4	132	132
660-0138	ROCKIT ATTACHMENT POST 79 1/2"	2	0	0	18	36

Total User Capacity: 91
 Total Weight: 3,878 lbs.

MILLER
& ASSOCIATES - SAUK PRAIRIE, INC.
STREET, SPORTS, PARK & PLAY
1-800-953-8700
Proposal 30-84841-2
Burke



Fairy Chasm Park

MILLER
& ASSOCIATES - SAUK PRAIRIE, INC.
STREET, SPORTS, PARK & PLAY
1-800-953-8700
Proposal 30-84841-2
Burke



Fairy Chasm Park



BCI 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 invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage™, Nucleus™ and Little Buddies®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® 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 (Voltage™, Intensity®, Nucleus™ and Little Buddies®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- 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® cables against premature wear due to natural deterioration or manufacturing defects.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or 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.

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.

01/2014

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