

STATE OF ILLINOIS

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COUNTY OF WINNEBAGO

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PAMPHLET PUBLICATION CERTIFICATION FORM

I, Sally Jo Huggins, certify that I am the duly elected and acting Village Clerk of the Village of Winnebago, Winnebago County, Illinois.

I further certify that on OCTOBER 9, the Corporate Authorities of the above municipality passed and approved Resolution No. 2023-10, entitled, "Resolution Authorizing Expenditure of Funds to Burke-Play Illinois, Inc. to Replace Memorial Park Playground Equipment and for the Installation of Same", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Resolution No. 2023-10 including the resolution and a cover sheet thereof, was prepared, and a copy of the resolution was posted in the Village office located at 108 West Main Street, Winnebago, Illinois, commencing on _____, 2023, and continuing for at least ten (10) days thereafter. Copies of the resolution were also available for public inspection upon request in the office of the Village Clerk located at the above Village office address.

DATED at Winnebago, Illinois, this _____ day of _____, 2023.

(SEAL)

Sally Jo Huggins, Village Clerk

VILLAGE OF WINNEBAGO

RESOLUTION NO. 2023-__

**RESOLUTION AUTHORIZING EXPENDITURE OF
FUNDS TO BURKE-PLAY ILLINOIS, INC. TO
REPLACE MEMORIAL PARK PLAYGROUND
EQUIPMENT AND FOR THE INSTALLATION OF
SAME**

**ADOPTED BY THE
BOARD OF TRUSTEES**

VILLAGE OF WINNEBAGO

THIS ____ DAY OF ____, 2023

Published in pamphlet form by authority of the Village
Board of Trustees of the Village of Winnebago, Illinois, this ____
day of ____, 2023.

RESOLUTION NO. 2023- 202

**RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS TO BURKE-PLAY
ILLINOIS, INC. TO REPLACE MEMORIAL PARK PLAYGROUND
EQUIPMENT AND FOR THE INSTALLATION OF SAME**

WHEREAS, Memorial Park is a park within the Village of Winnebago which contains playground equipment for the use and enjoyment of the Village residents and the general public; and

WHEREAS, much of the playground equipment contained at the park is very old and has raised some safety concerns; and

WHEREAS, an ad hoc committee of the Village met to consider the best alternatives for either repair or replacement of the equipment, with bids being obtained from different vendors; and

WHEREAS, it was determined that replacement of certain equipment is the recommended course of action; and

WHEREAS, the ad hoc committee has determined that the bid proposal from Burke-Play Illinois, Inc., is both the most reasonable and best meets the needs of the Village; and

WHEREAS, there are sufficient funds for purchase of this equipment; and


WHEREAS, it is believed to be in the best interests of the citizenry of the Village for the expenditure to be made to improve the playground at Memorial Park.

NOW, THEREFORE, BE IT RESOLVED that the Village shall expend up to \$165,000.00 for the purchase of playground equipment for Memorial Park and for the installation of the same in accordance with the terms and conditions contained in the


proposal from Burke-Play Illinois, Inc., marked Exhibit "A" attached hereto, incorporated herein, and made a part hereof, with the funds to be paid from Line Item #17-47-912.

This resolution shall be effective immediately upon its introduction, passage, approval, and publication.

APPROVED:


Franklin J. Eubank, Jr., President of the Board
of Trustees of the Village of Winnebago,
Illinois, a municipal corporation

ATTEST:


Sally Jo Huggins,
Village Clerk

INTRODUCED:

PASSED:

APPROVED:

PUBLISHED IN

PAMPHLET FORM: _____

10-9-23
10-9-23

MEMORIAL PARK

PROPOSAL



BRAVA® SWING

NUCLEUS® CORE ARCH CLIMBER

NUCLEUS® CORE CLIMBER

DOMES

PINBALL RING PANEL

Exhibit "A"
(consisting of 16 pages)

**Memorial Park
Village of Winnebago**

August 21, 2023

Kellie Symonds
Village of Winnebago
108 West Main Street
Winnebago, IL 61088

Dear Kellie Symonds:

Play Illinois, LLC is delighted to provide Village of Winnebago 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. Play Illinois, LLC is confident that this proposal will satisfy Village of Winnebago'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. We look forward to continuing to develop a long-standing relationship with Village of Winnebago. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Colin MacLean
Play Illinois, LLC
310 N Grant Street
Westmont, IL 60559

Burke

Play Illinois, LLC

INFORMATION

MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL AREA

3293 SQ.FT.

PERIMETER

575 FT.

STRUCTURE SIZE

77' 5" x 101' 9"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

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

NSF

Registered to ISO 9001

NSF

Registered to ISO 14001

IPEMA

CERTIFIED

ASTM F1487

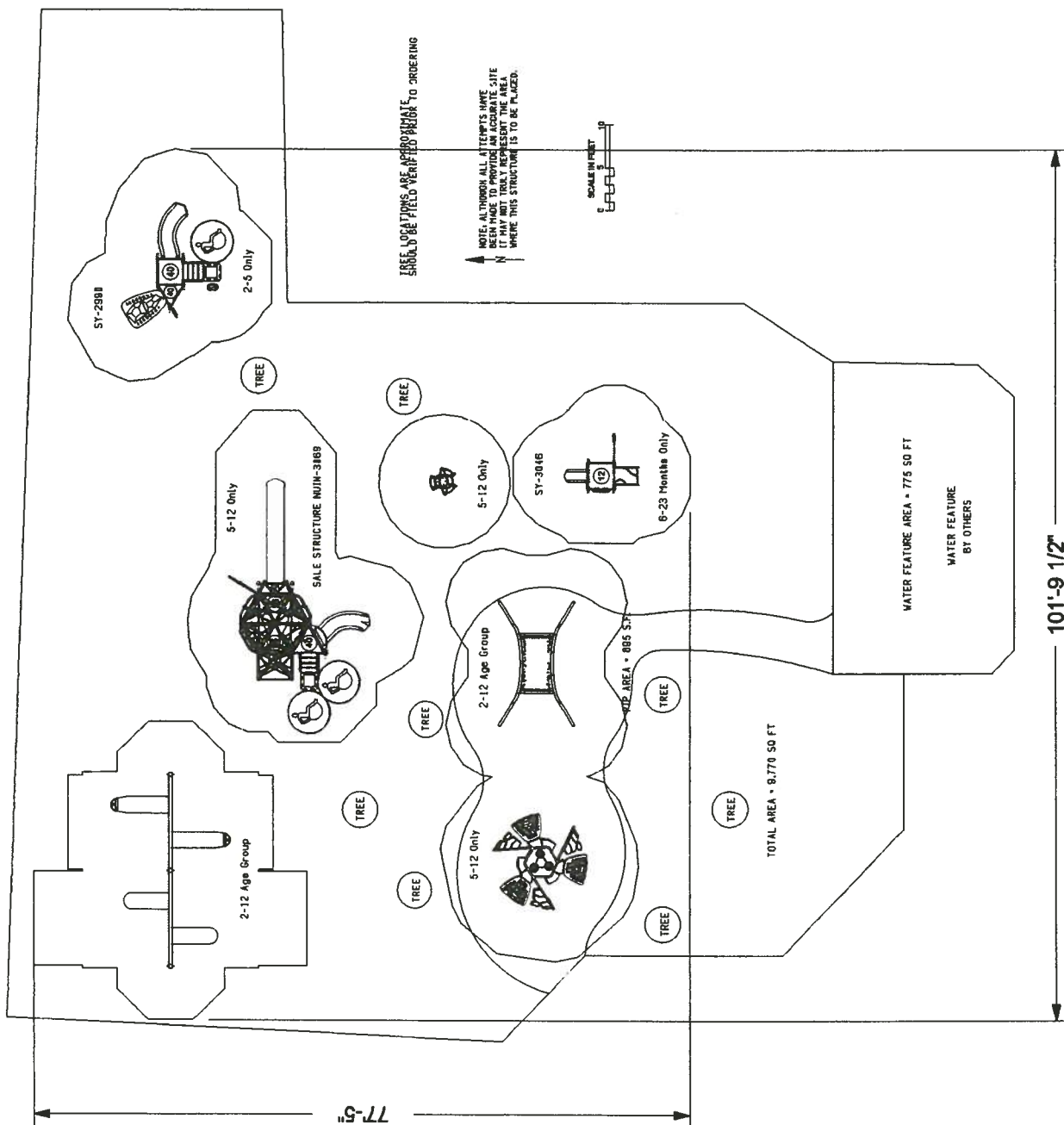
MANUFACTURED IN THE U.S.A.

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 specs 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. U.S. CPSC recommends the separation of age groups in playground layouts.



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:	28	NUMBER OF ELEVATED PLAY EVENTS:	12	NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	0	RECD:	0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	0	NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	3	NUMBER OF GROUND LEVEL PLAY EVENTS:	4	RECD:	0
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	2	NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	2	RECD:	4	RECD:	3

Burke

SERIES: Basics, Nucleus, Synergy

SITE PLAN

DRAWN BY: John Uelmen

Memorial Park

108 West Main Street

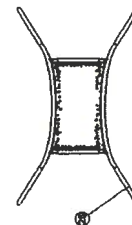
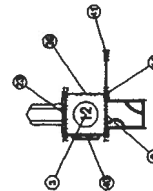
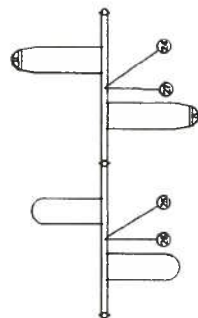
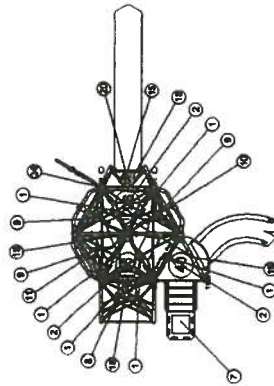
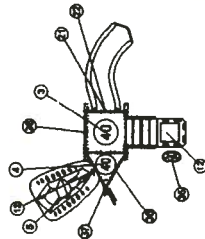
Winnebago, IL 61088

August 21, 2023

Play Illinois, LLC

129-158243-7

ITEM	COMP.	DESCRIPTION
1	270-0120	EVOLUTION UNITARY ENCLOSURE
2	270-0129	TRIANGLE PLATFORM
3	280-0102	SQUARE PLATFORM
4	280-0105	TRIANGLE PLATFORM
5	280-0111	CLIMBER ENCLOSURE 2-5
6	280-0128	PLAY RAMP, 6-23
7	370-1656	TRANSFER STATION, HANDRAIL
8	370-1702	NUCLEUS CORE ARCH CLIMBER
9	370-1703	NUCLEUS CORE CROSS SUPPORT
10	370-1705	NUCLEUS CORE CLIMBER, 8'
11	370-1708	NUCLEUS CORE TRANSFER BEL
12	380-0148	TRANSFER STATION, HANDRAIL
13	380-0257	MANITOU CLIMBER, 40"
14	380-0273	ROPE WALL, 6-23
15	470-0766	VELO XL SLIDE, 85'-96" W/O HOC
16	470-0802	MONACO SLIDE, 32'-40"
17	470-0804	SLIDE HOOD, LOW SIDE WALL
18	470-0806	EVOLUTION ROOF BOTTOM EDGE
19	470-0813	EVOLUTION HEX ROOF
20	470-0875	CORE SLIDE ARCH
21	490-0141	SLIDE SIT DOWN BAR
22	490-0186	MONACO SLIDE, 32'-40"
23	490-0188	SPARK SLIDE
24	560-0100	TOT SEAT, 7' & 8' PAIR, STD CH
25	560-0112	BELT SEAT, 8' PAIR, STD CHAIN
26	560-0201	SINGLE POST SWING ASSEMBLY
27	560-0202	SINGLE POST SWING ADD-ON 5'
28	560-9118	BRAVA UNIVERSAL SWING
29	560-2589	COMET II
30	560-2823	DOMES
31	560-2840	MELODY DOME3 SENSORY EVENT
32	560-2872	CHROMA DOME3 SENSORY EVENT
33	560-2883	GRASS DOME3 SENSORY EVENT
34	570-2729	CLASSIC GAME RING PANEL
35	580-1364	LIL NOVO BEAN STEP
36	580-0114	3-IN-A-ROW PANEL, 2-5 ABOVE R
37	580-0140	SPINNER CRESCENT PANEL
38	580-0149	COLLISION PANEL, ABOVE PLAT
39	580-0412	ANIMAL PLAY PANEL, 6-23
40	580-0413	BUBBLE WINDOW PLAY PANEL
41	580-0418	FLOWER SPINNER, POST MOUNT



Burke

SERIES: Basics, Nucleus, Synergy
COMPONENT PLAN
DRAWN BY: John Uelmen

Memorial Park
108 West Main Street
Winnebago, IL 61088

August 21, 2023

Play Illinois, LLC
129-158243-7

Burke

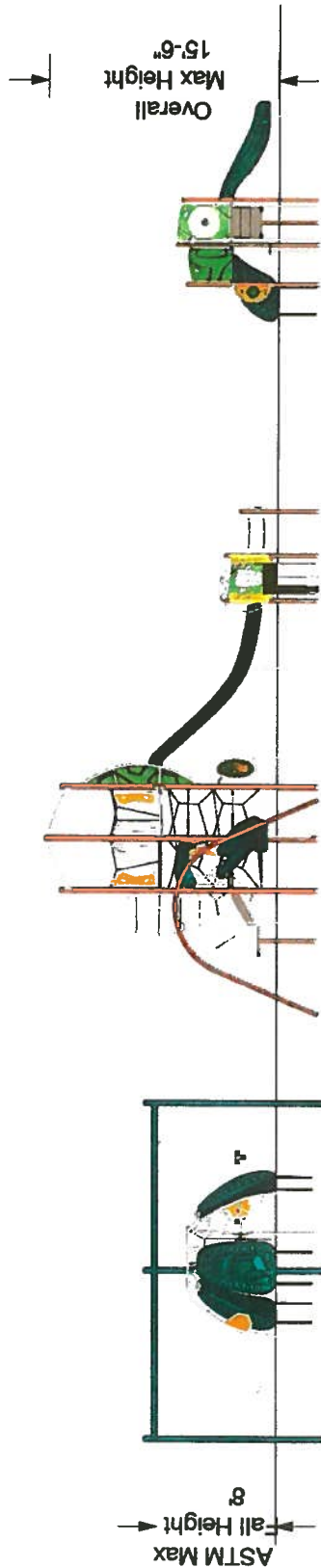
SERIES: Basics, Nucleus, Synergy
ELEVATION PLAN
DRAWN BY: John Uelmen

Memorial Park
108 West Main Street
Winnebago, IL 61088

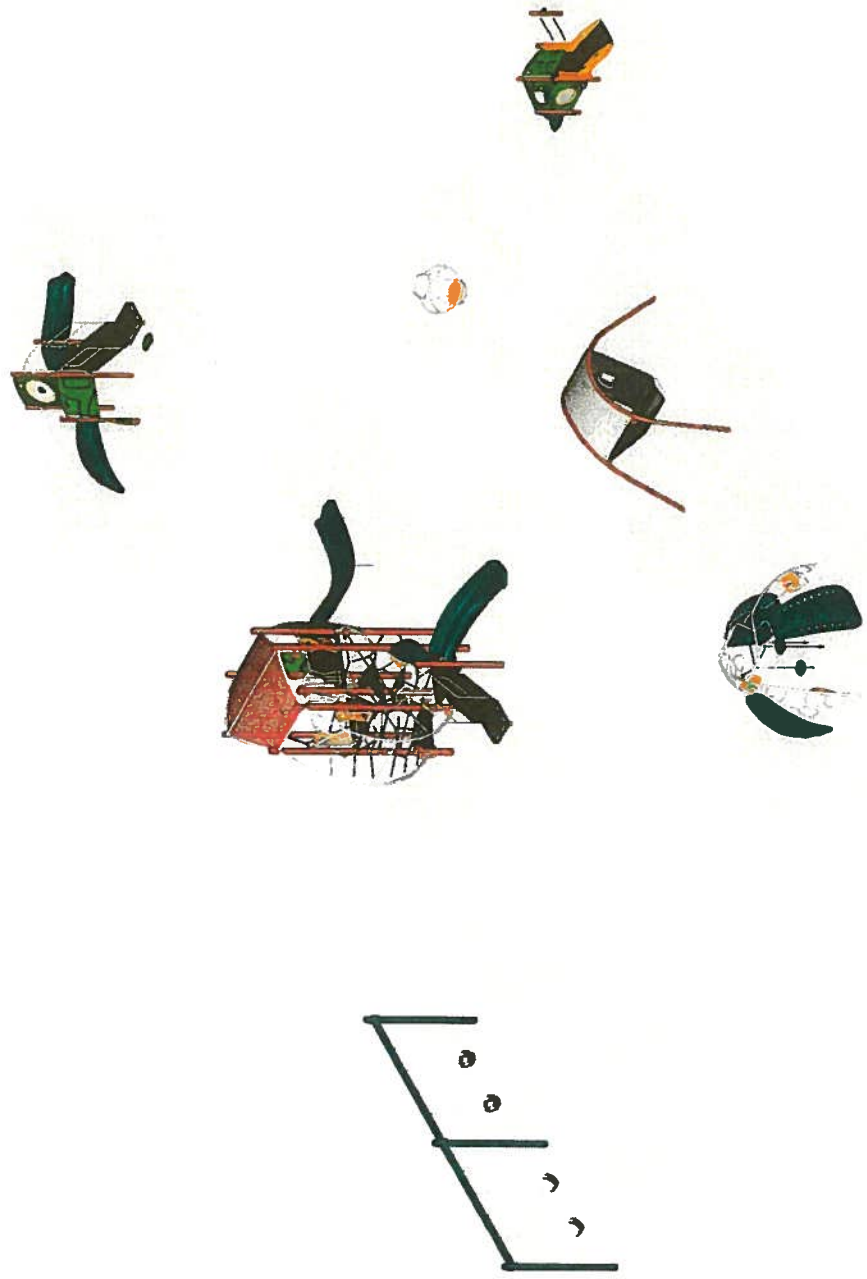
BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

August 21, 2023

Play Illinois, LLC
129-158243-7



The protective surfacing for this design must accommodate the critical fall height.



Burke

August 21, 2023

SERIES: Basics, Nucleus, Synergy

ISOMETRIC PLAN

DRAWN BY: John Uelmen

Memorial Park

108 West Main Street

Winnebago, IL 61088

Play Illinois, LLC

129-158243-7

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Proposal # 129-158243-7

August 21, 2023

2023 Pricing

Proposal Prepared for:

Kellie Symonds
Village of Winnebago
108 West Main Street
Winnebago, IL 61088
Phone: 8153352020

Project Location:

Memorial Park
108 West Main Street
Winnebago, IL 61088

Proposal Prepared by:

Play Illinois, LLC
310 N Grant Street
Westmont, IL 60559
Phone: 844-222-9990
Fax:
info@playil.com

Colin MacLean
Phone: 224-321-2370
Fax:
colin@playil.com

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
Burke Basics						
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	2	2	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	2	2	20	20
550-0201	SINGLE POST SWING ASSEMBLY 5"...	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
560-2623	DOME3	1	9	9	540	540
560-2640	MELODY DOME3 SENSORY EVENT	1	1	1	12	12
560-2672	CHROMA DOME3 SENSORY EVENT	1	1	1	9	9
560-2683	GRASS DOME3 SENSORY EVENT	1	1	1	8	8
580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
Nucleus						
072-0500-116C	5" OD X 116" CAPPED POST	1	0	0	61	61
072-0500-172C	5" OD X 172" CAPPED POST	1	0	0	90	90
072-0500-208C	5" OD X 208" CAPPED POST	4	0	0	109	436
072-0500-220C	5" OD X 220" CAPPED POST	2	0	0	115	230
270-0120	EVOLUTION UNITARY ENCLOSURE	6	0	0	34	204
270-0129	TRIANGLE PLATFORM	3	2	6	48	144
370-1658	TRANSFER STATION, HANDRAIL 40"	1	5	5	172	172
370-1702	NUCLEUS CORE ARCH CLIMBER	1	7	7	265	265
370-1703	NUCLEUS CORE CROSS SUPPORT	3	0	0	32	96
370-1705	NUCLEUS CORE CLIMBER, 8'	1	12	12	161	161
370-1709	NUCLEUS CORE TRANSFER BELT	1	2	2	60	60
470-0758	VELO XL SLIDE, 88"-96" W/O HO...	1	2	2	134	134
470-0802	MONACO SLIDE, 32"-40"	1	2	2	71	71
470-0804	SLIDE HOOD, LOW SIDE WALL	1	0	0	32	32
470-0808	EVOLUTION ROOF BOTTOM EDGE	2	0	0	13	26
470-0813	EVOLUTION HEX ROOF	1	0	0	211	211
470-0875	CORE SLIDE ARCH	1	0	0	174	174
570-2729	CLASSIC GAME RING PANEL	1	2	2	80	80
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

Synergy



Proposal # 129-158243-7

August 21, 2023
2023 Pricing

072-0300-107C	3 1/2" OD X 107" CAPPED POST	3	0	0	40	120
072-0300-111C	3 1/2" OD X 111" CAPPED POST	1	0	0	41	41
072-0300-115C	3 1/2" OD X 115" CAPPED POST	1	0	0	42	42
072-0300-63C	3 1/2" OD X 63" CAPPED POST	1	0	0	24	24
072-0300-75C	3 1/2" OD X 75" CAPPED POST	4	0	0	28	112
290-0102	SQUARE PLATFORM	2	4	8	59	118
290-0106	TRIANGLE PLATFORM	1	2	2	33	33
290-0111	CLIMBER ENCLOSURE 2-5	1	0	0	17	17
290-0128	PLAY RAMP, 6 23	1	3	3	65	65
390-0148	TRANSFER STATION, HANDRAIL 40"	1	5	5	175	175
390-0257	MANITOU CLIMBER 40"	1	4	4	87	87
390-0273	ROPE WALL 6-23	1	2	2	11	11
490-0141	SLIDE SIT DOWN BAR	1	0	0	5	5
490-0186	MONACO SLIDE, 32"-40"	1	2	2	76	76
490-0188	SPARK SLIDE	1	1	1	80	80
590-0114	3-IN-A-ROW PANEL, 2-5 ABOVE P...	1	2	2	27	27
590-0140	SPINNER CRESCENT PANEL	1	1	1	17	17
590-0149	COLLISION PANEL, ABOVE PLATFO...	1	1	1	33	33
590-0412	ANIMAL PLAY PANEL, 6-23	1	1	1	23	23
590-0413	BUBBLE WINDOW PLAY PANEL, 6-23	1	2	2	28	28
590-0419	FLOWER SPINNER, POST MOUNTED,...	1	1	1	1	1

TOTAL EQUIPMENT PRICE: \$87,157
BURKE'S GRANT DISCOUNT: - \$24,969
INSTALLATION: \$39,220
PIP SURFACING: \$22,375
EWf SURFACING: \$19,500
SHIPPING: \$2,930

TOTAL INSTALLED PRICE: \$146,213

Special Notes:

Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, 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.



Proposal # 129-158243-7

August 21, 2023
2023 Pricing

Selected Color List

Color Group	Color
--------------------	--------------

Phase 1

Platform	Brown
Accessory	Silver
1 Color Extruded/Flat	Orange
Post	Redwood
Kore Konnect	Redwood
Rotomolded	Green
2 Color Extruded/Flat (outer)	Olive
2 Color Extruded/Flat (inner)	Black

Phase 2

Post	Redwood
Platform	Brown
1 Color Extruded/Flat	Orange
Accessory	Silver
2 Color Extruded/Flat (outer)	Olive
2 Color Extruded/Flat (inner)	Black
Rotomolded	Green

Phase 3

Platform	Brown
Accessory	Silver
Rotomolded	Green
Post	Redwood
1 Color Extruded/Flat	Orange
2 Color Extruded/Flat (outer)	Olive
2 Color Extruded/Flat (inner)	Black

Phase 4

Accessory	Silver
1 Color Extruded/Flat	Orange
Rotomolded	Green
2 Color Extruded/Flat (outer)	Olive
2 Color Extruded/Flat (inner)	Black
Post	Redwood
Contemporary Swing Fittings	Green

FEATURED PLAY EVENTS



Velo XL Slide

Rapid and swift, the Velo Slide is designed to be the fastest, most exciting sliding experience for kids!



Nucleus Core Climber

Nucleus Core is the beginning of an incredible play experience that will keep children moving, discovering and surprising themselves at every turn. Core lays the foundation for exploration with multiple climbing paths and challenge levels that link children to slides, towers, climbers and more.



Play Ramp

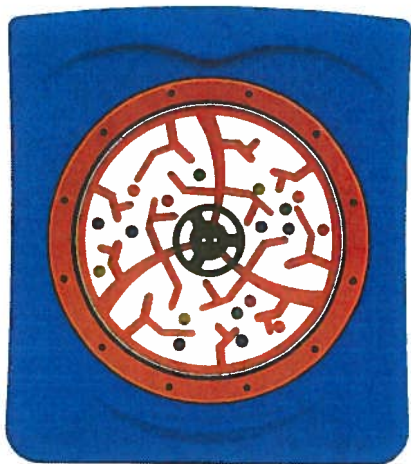
Ramps and stairs build lower body strength and improve kids' coordination.



Pinball/Piston Ring Panel

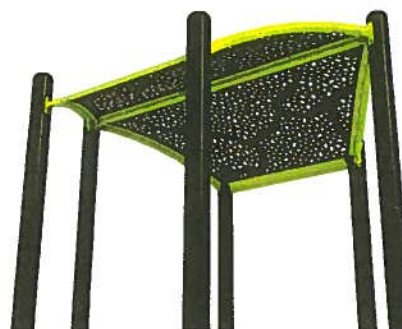
Interactive and fun, our new Pinball/Piston Panel enhances cognitive development and fine motor skills while adding visual interest to your playspace, outdoor classroom or anywhere you need more play.

FEATURED PLAY EVENTS



COLLISION PANEL

Interact with Burke's Collision Panel to encourage exploration, interaction and develop fine-motor skills for children with all abilities.



EVOLUTION HEX ROOF

Intricate climbers. Fast slides. The Next Evolution in Play is here. The Nucleus Evolution collection will move children to experience adventure, develop narratives and create experiences like no one has seen on the playground before.



Brava Universal Swing

The Brava Universal Swing is a gateway to independence for children of all abilities. With a unique and completely new way for children to swing themselves, it redefines swinging as not just simply pumping your legs but using whatever part of your body you're most comfortable with – arms, core or legs.



COMET II

It challenges children to utilize their strength, balance and coordination. It can be used by a single child or by a group of children for maximum play ability. Children can sit or stand on the outside or inside of the comet.

DESIGN SUMMARY

Play Illinois, LLC is very pleased to present this proposal for consideration for the Memorial Park located in Winnebago. 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 Winnebago. 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: Memorial Park
- Project Number: 129-158243-7
- User Capacity: 102
- Age Groups: Ages 6-23 months, 2-5 years, 5-12 years
- Dimensions: 77' 5" x 101' 9"
- Designer Name: John Uelmen

Play Illinois, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Memorial 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 # 129-158243-7 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 Memorial 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.

TESTIMONIALS

"Service, Safety, Quality. Three words I would use to describe the people, business model, and overall organizational standards that inspires the BCI Burke Company. Every organization has a unique set of challenges and goals when it comes to building an educational environment and from our experience, BCI Burke came to the table ready to work with us as partners to meet those challenges and goals head on.

We chose to work with BCI Burke because we needed a reliable company that would be able to provide nothing less than the highest quality product with our own time limitations. As with most other businesses, we did not have the luxury of making an investment into a project of this magnitude and not feel 100% certain that we had gotten the very best of our dollar. We also had to assure our stakeholders that we would see that investment last the test of time.

BCI Burke offered us superb and consistent customer service, the ability to achieve our goal on a fast timetable, and the confidence that our playground is genuinely the very best in design and safety. This is something that we will showcase in our school for many years to come.

After working with the company, I know personally they are committed to go the extra mile to satisfy your needs. BCI Burke is a master in their field but also provide the customer with an intuitive understanding of service".

Angela H. Brunini
Principal
St. Anthony Catholic School

"I am writing to tell you how much I enjoyed and appreciated working with your local representative...Through the years, I have worked with a number of playground companies, but never with anyone with the professionalism, commitment and follow-through of (your Burke Rep). We are all so excited about our children having the opportunity to play on your wonderful equipment; of course, we want everything! We are so impressed with the many, many possible designs. Thank you for the quality of your equipment and your local representatives."

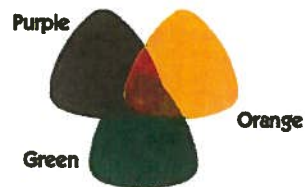
Nancy Emerson
Director
The Children's Center
Dallas , TX

COLORS THAT MOVE YOU

POWDER COAT PAINT



SOLIS HUE TOPPERS



ROCKIT CLIMBERS



PLATFORMS



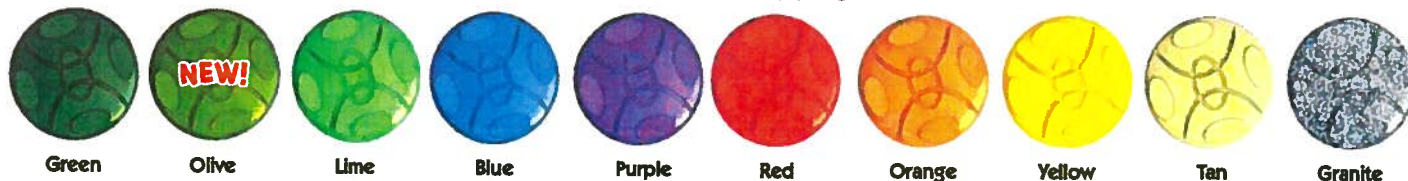
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



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

BCIBURKE.COM

Burke

800.266.1250

BURKE GENERATIONS WARRANTY®

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 KoreKonnec® 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 GFRP 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 OF 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.

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