Memorandum

To: Programs, Projects and Operations Subcommittee

From: John Winkler, General Manager

Date: November 2, 2020

Re: Policy 16.7 Dominik Walter's Foundation Playground

In the fall of 2018 the District was contacted by the Ryan and Tiffany Walter's family regarding the possibility of donating funds for the construction of a new playground facility at Chalco Hills Recreation Area in memory of their 4 year old son Dominik who tragically and suddenly passed away on August 12, 2018 from cardiac arrest on a family vacation in Minnesota.

The family would visit Chalco Hills Recreation Area almost every weekend with their two young children Dominik and his little sister Nora, or Boon as Dom would call her, to play on the playground equipment and explore the park. In order to carry on the memory of their son the family decided that a park was perfect to honor the legacy of their son and it couldn't be just any park or playground it had to be built at Chalco Hills, where the family spent countless hours together.

The current playground equipment is over 25 years old and does not meet any current safety or ADA accessibility guidelines. The proposed playground, please see attached schematics, is fully ADA accessible, with a poured in place rubber surface for safety and has been approved by the USACE to be installed at Chalco Hills Recreation Area per the NRD lease agreement with the Federal Government.

Cost of the playground equipment including installation: \$ 279,071

Burke Play 20 Grant \$ (76,464)

Donation to the NRD from Dom Walters Foundation \$ (105,000)

Total NRD Cost for the purchase and installation \$ 97,607

Note: The District budgeted \$125,000 for the purchase and installation of the equipment, however, the Walter's Family raised their donation from \$80,000 to \$105,000 thus further reducing the cost to the NRD.

Per Policy 16.7 (see attached) the Board must approve a written agreement with the Walter's Family to specify the terms of the donation and the recognition to name the facility.

Therefore, Management strongly recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the written agreement with the Walters Family to provide a \$105,000 cost share for the purchase and installation of a new playground facility, resulting in a cost contribution from the District in the amount of \$97,607, that the facility be named Dom's Park and that the Board of Directors waive the procurement process for acquiring the playground equipment and install (construction) services under the NRD Director Policy 15.1 and 15.3, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

16.7 District Property - Donation Recognition and Naming of NRD Reservoirs, Recreation Areas and Other Property:

It is the policy of the NRD to provide opportunities on certain projects for financial donations (non-public funds) to be recognized by the "naming" of an identifiable component in honor of the donor. Eligible projects will be those with full public access and public use, and as designated by the Board of Directors.

The NRD shall identify and describe the separable components of the project which would be appropriate for donor recognition. The NRD shall develop and estimate full implementation cost for each separable component.

Donors may select and fund separable components on a first-come basis. The Board of Directors shall, singly, or jointly if it is a project with other co-sponsors, consider each donation and the proposed "name." Recognition shall continue permanently or for the life of the component and shall survive an assignment of the project to a successor public agency. The District and the donor shall enter into a written agreement on the terms of the donation. To the extent practicable, such agreement shall be binding on both parties.

Eligible donors shall include individuals, corporations, organizations and not-for-profit organizations, irrespective of their site of business or residence. Recognition may be for any persons, living or deceased, organizations, corporations, and the like. The Board of Directors must approve of the recognition "name."

Naming of NRD Reservoirs, Recreation Areas and Other Property.

It shall be the general practice of the Papio-Missouri River NRD to name reservoirs, recreation areas and other District owned property and facilities that the District constructs to ensure their proper identification for public utilization. It is the policy of the NRD Board of Directors to consider naming proposals, seek citizen input, allow input per written contracts or agreements and formally decide on proposed names of NRD constructed or to be constructed reservoirs, recreation areas and other District owned property and facilities.

A Papio-Missouri River NRD Board member or a Board created naming ad hoc subcommittee can request the naming of a NRD reservoir, recreation area, or District owned property or facility. The request shall be submitted to the Programs, Projects and Operations (PPO) Subcommittee and the request should include the proposed name of the property or facility and a description of why the naming is being proposed. The PPO Subcommittee shall then vote, upon a motion, to recommend a proposed name of the property or facility to the Board of Directors. To ensure that sufficient opportunity exists for citizen input, the Board of Directors will review the PPO Subcommittee recommendation, allow for public comment and input, and then vote on the naming motion at the next regular Board meeting. The naming resolution shall be approved by a majority vote.

It shall be the general practice of the District to not consider politicians in this naming policy. General categories to consider:

- a. Historical Naming Due to the historical significance to the area being evaluated.
- b. Geographic Naming Refers to naming an area after local geographic features that are associated with the site.
- c. Individuals Those individuals who have had a significant role in current or past accomplishments for the benefit of Nebraska and/or the District.

All naming recognition must be consistent with the NRD's mission and role as a public entity. In this regard, due attention shall be given to both long-term and short-term appropriateness of naming.

[July 13, 2000, December 13, 2018]

April 22, 2020

Tiffany & Ryan Walters
Midlands Community Foundation
217 North Jefferson Street
Papillion, NE 68046

You Have Been Approved!

Dear Tiffany & Ryan Walters,

Thank you for applying for the Burke Play20 Grants Program. Burke and our local Representative, Creative Sites, are pleased to inform you that your Play20 Grants Application has been accepted. Dom's Park is approved to receive a \$76,464 discount off the purchase of an eligible new BCI Burke playground structure as quoted by Creative Sites in proposal 905-120036-4.

This grant is offered in the form of a discount off of list price on qualifying Burke Playground Structures. *Please note: To receive the discount, the order must be placed on or before November 13th, 2020 and must ship by December 18th, 2020. Customer must remit full payment with purchase order. Cannot be combined with any other discount, offer or promotion. A Burke Representative from Creative Sites will be contacting you and will be discussing further details about the Burke Play20 Grants Program.

Thank you for your application and interest in the Burke Play20 Grants Program. BCI Burke Company and Creative Sites are looking forward to working with you.

Sincerely,

Marianne Larson

Marin M. Larson

BCI Burke Play20 Grants Program Coordinator

cc: Creative Sites





QUOTATION

Creative Sites, LLC 11506 Pierce Street Omaha, Ne 68144 402-614-4606

DATE: April 28, 2020

Customer:

Papio-Missouri River Natural Resources District

8901 S. 154th St. Omaha, NE 68138

Project: Dom's Playground at the Chalco Hills Recreation Park

BCI Burke Equipment: \$ 165,192.00 Play Structure Nucleus 5-12, **Custom Car Play Structure Rocket-ship Play Structure** Single Post Swing w/ 2 Belt Seats, 2 Freedom Seats **Trike Path Signs Gas Station Cozy Library and Race Car Corner Playensemble Less BCI Burke Matching Funds Structure Discount** \$- 76,464.00 \$ 3,450.00 Freight \$ 92,178.00 Total Installation: \$ 63,854.00 Please see Dostals Breakdown for Installation **Ecoturf Poured Rubber Surfacing:** 4,620sf 50/50 Black Color Mix with Design for \$ 46,575.00 6, 8' and 10' Fall Heights \$ 202,607.00 **Project Total**

Julie Kutilek	Accepted by
Creative Sites, LLC	

^{**}Delivery is 8 Weeks ARO.

^{**}Pricing is good through 12/16/20.

^{**}Payment of equipment only is required with order to receive matching funds from BCI Burke.

^{**}Sales tax is not included.

Option: Poured Rubber Extend a Life Re-seal:

Ecoturf Roll-coating of playground surface within 3-4 years after installation:

4,620sf @ \$1.50sf to equal \$ 6,930.00



13680 South 220th St · Gretna, NE 68028 Office Phone: (402) 332-4537 Fax: (402) 332-2881 Mobile Phone: Bodie (402) 670-8506

Email: bodiedostal@hotmail.com

To: Creative Sites
From: Bodie Dostal
Date: 4/22/2020

Re: Dominik's Playround Chalco Hills Rec Area

Bid Proposal

Area 55'x84'

Dirtwork	\$3,950.00
Install Playground Equipment	\$16,500.00
5' Sidewalk Perimetere with Thickened Edge 1,440 SF@ \$8 SF	\$11,520.00
Drainage	\$950.00
4" Concrete Pad for Tiles 4,620 SF @ \$5.20 SF	\$24,024.00
Connection Walk 5'x160'x5" 800 SF @ \$6.20 SF	\$4,960.00
Seeding & Restoration	\$1,950.00

Total Bid Proposal \$63,854.00

Note:

- * No private locates & sprinkler repair
- * The cost increase is only because the concrete prices went up

Midlands Community Foundation Dom's Park

Proposal # 905-120036-4 April 21, 2020

Presented by Creative Sites, LLC







April 21, 2020

Midlands Community Foundation 217 North Jefferson Street Papillion, NE 68046

Dear Ryan and Tiffany Walters:

Creative Sites, LLC is delighted to provide Midlands Community Foundation 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. Creative Sites, LLC is confident that this proposal will satisfy Midlands Community Foundation'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 continue developing a long-standing relationship with Midlands Community Foundation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Julie Kutilek Creative Sites, LLC 11506 Pierce St Omaha, NE 68144

Design Summary

Creative Sites, LLC is very pleased to present this Proposal for consideration for the Dom's Park located in Papillion. 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 Midlands Community Foundation. 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: Dom's ParkProject Number: 905-120036-4

• User Capacity: 224

Age Groups: Ages 2-5 years, 5-12 years

Dimensions: 55' 3" x 84' 3"
Designer Name: Kari Champeau

Creative Sites, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Dom's 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 # 905-120036-4 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 Dom's 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.

SERIES: Basics, DRAWN BY: Kari Champeau SITE PLAN BCI Burke Company, LLC

Intensity, Nucleus

217 North Jefferson Street Dom's Park

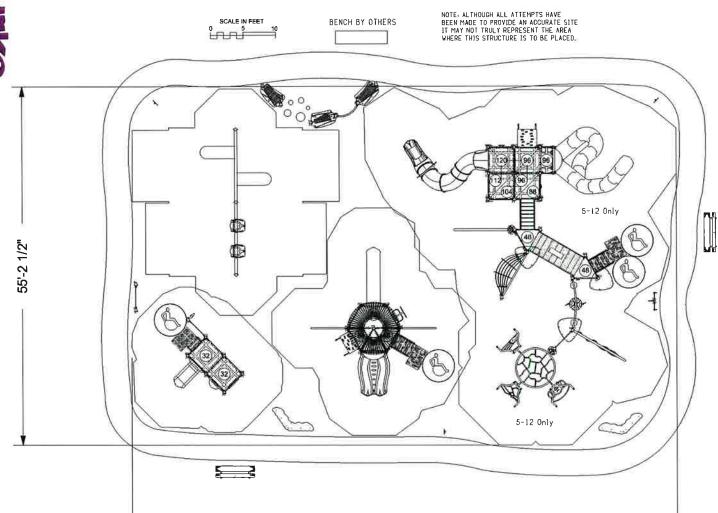
Papillion, NE 68046

PO Box 549 Fond du Lac, Wisconsin 54936-0549

Telephone 920-921-9220

Creative Sites, LLC 905-120036-4

April 21, 2020



INFORMATION MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL **AREA**

3770 SQ.FT.

PERIMETER 520 FT.

STRUCTURE SIZE

55' 3" x 84' 3"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

6-23 MONTH OLDS

2-5 YEAR OLDS

5-12 YEAR OLDS

13 + YEAR OLDS





Registered to ISO 9001

Registered to ISO 14001



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

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:

NUMBER OF ELEVATED PLAY EVENTS: NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP. NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM: NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM: NUMBER OF GROUND LEVEL PLAY EVENTS:

PROVIDED: 0 REQ'D: 0 PROVIDED: 19

PROVIDED: 26 PROVIDED: 8

84'-3"

REQ'D: 10 REQ'D: 6 REQ'D: 3

AND AROUND THIS EQUIPMENT.

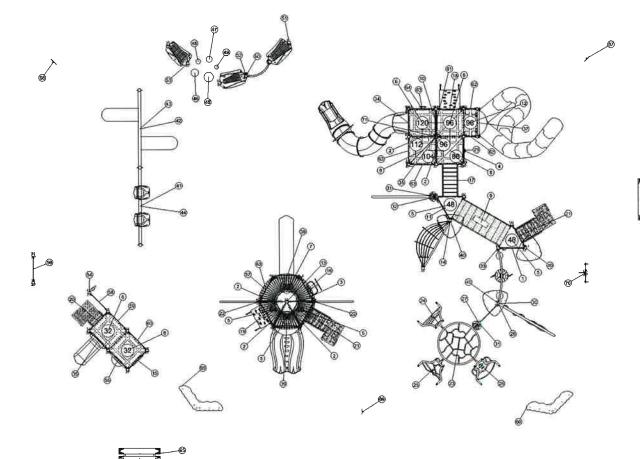
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH

WARNING! -





ITEM COMP.

4

5

6

7

8

9

270-0001

270-0130

270-0132

270-0136

270-0188

13 350-0821 ROCKET CONE

22 370-0816 FIN ASSEMBLY 23 370-0829 PLEXUS OVERHEAD 24 370-0830 PLEXUS HOLE CLIMBER

10 270-0231

11 270-0266

12 270-0291

14 370-0008

15 370-0163

17 370-0469

18 370-0494

19 370-0497

20 370-0718

25 370-0832

26 370-0833

28 370-0868

29 370-0871

30 370-1584

37 470-0574

38 470-0753

39 470-0755 40 470-0760

550-0093

550-0094

550-0112

550-0175

560-0057

45 560-0055

46 560-0056

48 560-0058

49 560-0059

50 570-0410

51 570-0411

52 570-0412

53 570-0413

54 570-0719

56 570-0849

58 570-1750

59 570-1751

60 570-1753

61 570-1864

62 570-2624

63 570-2634

64 570-2668

65 580-0172

67 580-0308 STOP SIGN 68 580-0309 YIELD SIGN 69 580-0310 SPEED LIMIT SIGN

570-0779

41

42

43

44

47

370-0834

370-0720

21

DESCRIPTION

OFFSET ENCLOSURE 270-0050 8" CLOSURE PLATE 270-0109 | PLATFORM LADDER 24"

SQUARE PLATFORM

HALF HEXAGON PLATFORM

LONG BUCKLE BRIDGE W/GUAF

24" PLATFORM TO PLATFORM B

CENTER MOUNT ENCLOSURE

HALF PLATFORM W/SUPPORT

40" TRANSITION STAIR W/BARR

TRANSFER STATION, HANDRAIL

TRANSFER STATION, HANDRAIL

OVERHEAD POST ATTACHMEN

STONE SLOPE CLIMBER 96"

STONE SLOPE CLIMBER 64"

PLEXUS TANGLE CLIMBER

TREE BRANCH CLIMBER-4

TREE BRANCH CLIMBER 88'

PLEXUS STEP CLIMBER

APEX WAVE CLIMBER

VIPER II OVER UNDER 96

SOLIS HUE POST TOPPER

SINGLE POST SWING ASSEMBL

SINGLE POST SWING ADD-ON 5

BELT SEAT, & PAIR, STD CHAIN

FREEDOM SWING SEAT, PAIR,

PLAYENSEMBLE CIRQUE DRUM

PLAYENSEMBLE TITAN CHIMES

PLAYENSEMBLE SUPINE CHIME

PLAYENSEMBLE TERRA METAL

PLAYENSEMBLE SUPINE CHIME

BUBBLE MIRROR ACTIVITY PAN

BUBBLE WINDOW PANEL

VEHICLE FRONT DOOR

57 570-0850 CUSTOM PHOTO PANEL 65

VEHICLE HOOD

VEHICLE REAR

HALF PIPE WALL

66 580-0306 COZY CORNER FRUIT STAND

GEAR PANEL

CUSTOM PHOTO PANEL 57

CUSTOM CURVED 41 2 SIDED

CAR ACCESSIBLE REACH PANE

6' PVC TRADITIONAL BENCH W/

VELO SLIDE, 64"-72" LUGE SLIDE, 48"-56"

31 370-1608 OVISTEP LAUNCH PAD 32 370-1612 APEX ELLIPSE CLIMBER

33 370-1620 TAKTIKS BOW CLIMBER 34 470-0112 COBRA SLIDE CURVED 120" 35 470-0372 STEEL QUAD ROOF WITH CUPO 36 470-0514 ROCK'N ROLL SLIDE, 24" - 32"

WILD WEB ROPE CLIMBER

RUNG LADDER 32"-48" 16 370-0177 CENTIPEDE CLIMBER 64" - 72"

SPLIT SQUARE PLATFORM

270-0112 UNITARY ENCLOSURE

270-0129 TRIANGLE PLATFORM

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

217 North Jefferson Street Papillion, NE 68046 Dom's Park

April 21, 2020

Creative Sites, LLC 905-120036-4

Dom's Park

Maximum

Overall
Max Height
20'-9"

Fall Height 9

April 21, 2020

Creative Sites, LLC 905-120036-4





SERIES: Basics, Intensity, Nucleus

DRAWN BY: Kari Champeau ISOMETRIC PLAN

> 217 North Jefferson Street Dom's Park

Papillion, NE 68046

Creative Sites, LLC

April 21, 2020

905-120036-4



April 21, 2020 2020 Pricing

Proposal Prepared for:

Midlands Community Foundation 217 North Jefferson Street Papillion, NE 68046 Phone: 402-991-8027

Project Location:

Dom's Park 217 North Jefferson Street Papillion, NE 68046

Proposal Prepared by:

Creative Sites, LLC 11506 Pierce St Omaha, NE 68144 Phone: 402-614-4606 Fax: 402-558-1998 jkutilek@cox.net

Julie Kutilek

Phone: 402-614-4606 Fax: 402-558-1998

julie@creative.omhcoxmail.com

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
Phase One						
Intensity						
370-0008	WILD WEB ROPE CLIMBER	1	6	6	77	77
370-0829	PLEXUS OVERHEAD	1	14	14	96	96
370-0830	PLEXUS HOLE CLIMBER	1	2	2	97	97
370-0832	PLEXUS TANGLE CLIMBER	1	2	2	89	89
370-0833	PLEXUS STEP CLIMBER	1	2	2	121	121
370-0834	OVERHEAD POST ATTACHMENT	1	0	0	3	3
370-0868	TREE BRANCH CLIMBER-4	1	4	4	33	33
370-1584	APEX WAVE CLIMBER	1	8	8	185	185
370-1608	OVISTEP LAUNCH PAD	2	1	2	10	20
370-1612	APEX ELLIPSE CLIMBER	1	8	8	184	184
370-1620	TAKTIKS BOW CLIMBER	1	7	7	80	80
Nucleus						
270-0001	OFFSET ENCLOSURE	1	0	0	30	30
270-0050	8" CLOSURE PLATE	2	0	0	10	20
270-0112	UNITARY ENCLOSURE	1	0	0	34	34
270-0129	TRIANGLE PLATFORM	2	2	4	48	96
270-0130	SQUARE PLATFORM	2	6	12	106	212
270-0136	SPLIT SQUARE PLATFORM	2	4	8	103	206
270-0188	LONG BUCKLE BRIDGE W/GUARDRAI	a 1	10	10	316	316
270-0231	24" PLATFORM TO PLATFORM BARR	1	0	0	35	35
270-0266	CENTER MOUNT ENCLOSURE	1	0	0	43	43
270-0291	HALF PLATFORM W/SUPPORT	1	3	3	69	69
370-0469	40" TRANSITION STAIR W/BARRIE	1	4	4	279	279
370-0494	STONE SLOPE CLIMBER 96"	1	2	2	177	177
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
370-0871	TREE BRANCH CLIMBER 88"	1	4	4	33	33
470-0112	COBRA SLIDE CURVED 120"	1	3	3	407	407
470-0372	STEEL QUAD ROOF WITH CUPOLA	1	0	0	296	296
470-0574	VIPER II OVER UNDER 96	1	8	8	479	479
470-0760	SOLIS HUE POST TOPPER	3	Ō	0	99	297
570-1864	GEAR PANEL	1	4	4	50	50
570-2624	HALF PIPE WALL	2	Ó	0	20	40
570-2634	CUSTOM CURVED 41 2 SIDED	3	1	3	48	144
570-2668	CAR ACCESSIBLE REACH PANEL	1	2	2	23	23



April 21, 2020 2020 Pricing

600-0104 660-0103 660-0104 670-0149 670-0156 670-0161 670-0163 670-0164 670-0165 670-0166 670-0167 670-0169 670-0422	NPPS SUPERVISION SAFETY KIT MAINTENANCE KIT, STRUCTURE INSTALLATION KIT, STRUCTURE POST ASSEMBLY 5" OD X 197" POST MOUNTED BELL POST ASSEMBLY 5" OD X 184" POST, SWAGED ROOF 5" OD X 171" POST, SWAGED ROOF 5" OD X 220" POST, SWAGED ROOF 5" OD X 158" POST ASSEMBLY 5" OD X 123" POST ASSEMBLY 5" OD X 139" POST ASSEMBLY 5" OD X 147" POST ASSEMBLY 5" OD X 171" HALF DECK UPPER POST 5" OD	Pha	0 0 0 0 1 0 0 0 0 0 0 0 0 0 0 0 ease One User (3 7 5 104 5 97 90 115 83 66 74 78 91 26	3 7 5 312 5 97 90 460 166 66 222 156 91 52
		Pna	ase One Price:		\$76,073	
Phase Two						
Nucleus 270-0130 370-0163 370-0718 470-0514 570-0719 570-0779 570-1750 570-1751 570-1753 670-0002 670-0150 670-0165	SQUARE PLATFORM RUNG LADDER 32"-48" TRANSFER STATION, HANDRAIL 32" ROCK'N ROLL SLIDE, 24" - 32" BUBBLE MIRROR ACTIVITY PANEL BUBBLE WINDOW PANEL VEHICLE HOOD VEHICLE FRONT DOOR VEHICLE REAR POST ASSEMBLY 5" OD X 107" POST ASSEMBLY 5" OD X 80" POST ASSEMBLY 5" OD X 123"	Pha	6 1 4 1 2 1 1 2 2 0 0 0 0 0 see Two User (106 65 162 85 7 40 77 62 100 58 44 66	212 65 162 85 7 40 77 62 100 174 44 198
Phase Three						
Nucleus 270-0050 270-0109 270-0129 270-0132 350-0821 370-0177 370-0497 370-0720 370-0816 470-0753 470-0755 570-0850 570-2634	8" CLOSURE PLATE PLATFORM LADDER 24" TRIANGLE PLATFORM HALF HEXAGON PLATFORM ROCKET CONE CENTIPEDE CLIMBER 64" - 72" STONE SLOPE CLIMBER 64" TRANSFER STATION, HANDRAIL 48" FIN ASSEMBLY VELO SLIDE, 64"-72" LUGE SLIDE, 48"-56" CUSTOM PHOTO PANEL 65 CUSTOM CURVED 41 2 SIDED	3 1 3 1 1 1 1 1 1 1 1	0 1 2 6 0 3 2 6 0 2 4 2	0 1 6 6 0 3 2 6 0 2 4 2	10 65 48 144 720 71 131 236 112 146 198 84 48	30 65 144 144 720 71 131 236 224 146 198 84 48



April 21, 2020 2020 Pricing

670-0162 670-0167	POST, SWAGED ROOF 5" OD X 197" POST ASSEMBLY 5" OD X 147"	6 1	0 0	0 0	103 78	618 78
		F	Phase Three l Phase Three l Phase Three F		33 2,937 lbs. \$35,434	
Phase Four						
Nucleus 570-0410 570-0411 570-0412 570-0413 570-0849 670-0002 670-0150 670-0165 670-0166	PLAYENSEMBLE TITAN CHIMES PLAYENSEMBLE SUPINE CHIMES HUE PLAYENSEMBLE TERRA METALLOPHO. PLAYENSEMBLE SUPINE CHIMES CUSTOM PHOTO PANEL 57 POST ASSEMBLY 5" OD X 107" POST ASSEMBLY 5" OD X 80" POST ASSEMBLY 5" OD X 123" POST ASSEMBLY 5" OD X 139"	1 1 1 1 2 4 1	2 2 2 2 2 0 0 0	2 2 2 2 2 0 0 0	121 93 93 93 73 58 44 66 74	121 93 93 93 73 116 176 66 74
		ı	Phase Four U: Phase Four W Phase Four Pi	eight:	10 905 lbs. \$21,140	
Phase Five						
Burke Basics 550-0093 550-0094 550-0112 550-0175 580-0172 580-0306 580-0308 580-0309 580-0310 580-1289	SINGLE POST SWING ASSEMBLY 5" SINGLE POST SWING ADD-ON 5" OD BELT SEAT, 8' PAIR, STD CHAIN FREEDOM SWING SEAT, PAIR, 8' 6' PVC TRADITIONAL BENCH W/BA COZY CORNER FRUIT STAND STOP SIGN YIELD SIGN SPEED LIMIT SIGN FS GAS STATION	1 1 1 2 2 1 1 1		0 0 2 2 0 14 0 0	237 154 20 76 119 182 15 14	237 154 20 76 238 364 15 14 15 84
Nucleus 560-0055 560-0056 560-0057 560-0058 560-0059	PLAYENSEMBLE CIRQUE DRUM V PLAYENSEMBLE CIRQUE DRUM IV PLAYENSEMBLE CIRQUE DRUM III PLAYENSEMBLE CIRQUE DRUM II PLAYENSEMBLE CIRQUE DRUM I	1 1 1 1	2 1 1 1 1 Phase Five Us	2 1 1 1 1 ser Capacity:	48 32 25 19 17	48 32 25 19 17
			Phase Five W Phase Five Pr Total User Ca Total Weight: Total Price:	eight: ice:	1,358 lbs. \$16,808	

\$800

Total Price: \$ 165,192

Custom Cozy Corner



April 21, 2020 2020 Pricing

Information is relative to the Apr 21 2020 4:35AM database.

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 45 days from the date of this proposal.**



April 21, 2020 2020 Pricing

Selected Color List

Color Group	Color
Phase 1 Accessory Post Platform Kore Konnect 2 Color Extruded/Flat (outer) 2 Color Extruded/Flat (inner) Accessory Rotomolded 1 Color Extruded/Flat Intensity/Rocky Mountain	Aqua Red Blue Red Yellow Red Aqua Lime Orange Purple
Phase 2 1 Color Extruded/Flat 2 Color Extruded/Flat (outer) 2 Color Extruded/Flat (inner) Kore Konnect Platform Accessory Rotomolded Post	Orange Yellow Red Red Blue Aqua Lime Red
Phase 3 Platform Accessory 2 Color Extruded/Flat (outer) 2 Color Extruded/Flat (inner) Kore Konnect Post Rotomolded 1 Color Extruded/Flat	Blue Aqua Yellow Red Red Lime Orange
Phase 4 Accessory 1 Color Extruded/Flat 2 Color Extruded/Flat (outer) 2 Color Extruded/Flat (inner) Kore Konnect Post	Aqua Orange Yellow Red Red Red
Phase 5 Cozy Corner Counter Cozy Corner Metal Frame Cozy Corner Roof Cozy Corner Seat Cozy Corner 2 Color Wall (outer Cozy Corner 2 Color Wall (inner Contemporary Swing Fittings Post Accessory 2 Color Extruded/Flat (outer)	Blue Lime Blue Blue) Lime) Black Orange Red Aqua Yellow



April 21, 2020 2020 Pricing

2 Color Extruded/Flat (inner) Red
Kore Konnect Red
Table/Bench Legs Navy
Table/Bench Blue
Platform Blue
Rotomolded Lime

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 (95) 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 (9) year
 warranty against premature faciling 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 have under 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 FILL
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 A PPLY 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

Unitation 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 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 isbor 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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