

YADKIN COUNTY

NORTH CAROLINA

**AGREEMENT FOR SERVICES**

*(Munis Contract Number)* \_\_\_\_\_

This Agreement is made and entered into this 20th day of April, 2017 ("Effective Date") between Yadkin County, North Carolina ("County") and Barrs Recreation LLC ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as authorized by the County Manager. Provider acknowledges that this Agreement does not guarantee that the County will assign the Provider any work; however, that the County from time to time may request the Provider to perform services for Yadkin County.

The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

See "Exhibit A" attached hereto and incorporated as if fully setout herein. "Exhibit A" lists in detail the scope of services to be provided under this contract. Any changes to "Exhibit A" must be approved by the County Manager, in writing, prior to the service being provided.

2. **Term of the Agreement.** (Check the one provision that applies.)

This Agreement shall end on June 30, 2017.

This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

### **3. Payment to the Provider.**

- The County shall pay the Provider \$ \_\_\_\_\_ every \_\_\_\_\_.
- The County shall pay the Provider a total not to exceed the amount of \$ \$ 39,767.60 for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

In accordance with Item 3, Payment to the Provider, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. **E-Verify.** North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors under the formal bid process and/or proposals who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. Said Article 2 of Chapter 64 states *The prohibition applies to all contracts subject to G.S. 143-129, which are purchase contracts with an estimated cost of \$90,000 or more, and construction or repair contracts with an estimated cost of \$500,000 or more. GS 143-129 applies to virtually all public entities, including cities, counties, local school boards, water and sewer authorities, and other special purpose local government districts and authorities.* The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts as required by NC General Statutes.

5. **Non-waiver.** If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

6. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

7. **Insurance.** During this Agreement's term, the Provider shall maintain at its sole expense all insurances as set out in this section. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

The Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement.

The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate.
- Workers' Compensation in the amount of \$500,000 employer's liability.
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and \$1,000,000 uninsured/underinsured motorist coverage.

8. **Indemnity.** The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

9. **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

10. **Entire Agreement.** This Agreement (including any attached Exhibits) constitute the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

11. **Governing Law and Forum for Disputes.** This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal Court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

12. **Severance Clause.** If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

13. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

14. **Repair of Damages.** The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. **Titles and Headings.** Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. **Non-Assignment.** The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. **Notices.** Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee below:

THE COUNTY

Parks and Recreation Dept  
\_\_\_\_\_  
Jason Walker  
\_\_\_\_\_  
6600 Service Rd  
\_\_\_\_\_  
Yadkinville, NC 27055  
\_\_\_\_\_  
336-466-1003  
\_\_\_\_\_

THE PROVIDER

Barrs Recreation LLC  
\_\_\_\_\_  
April Barrs  
\_\_\_\_\_  
9521 Lumley Rd  
\_\_\_\_\_  
Morrisville, NC 27560  
\_\_\_\_\_  
919-422-3656  
\_\_\_\_\_

18. **Number and gender.** This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. **Exhibits.** To the extent of a conflict between the above language of this Agreement and any attachments, the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: Lisa Hughes  
Name: Lisa Hughes  
Title: County Manager

THE PROVIDER

BY: AP1111  
Name: AP1111 Banks  
Title: Sales rep

This instrument has been pre-audited in  
the manner required by the Local  
Government Budget and Fiscal Control Act.

Tim W. Sims 4/25/17  
Yadkin County Finance Officer

\*Dependent upon BOC approval  
of applicable budget amendment

TS

EXHIBIT A

TO AGREEMENT TO SERVICES

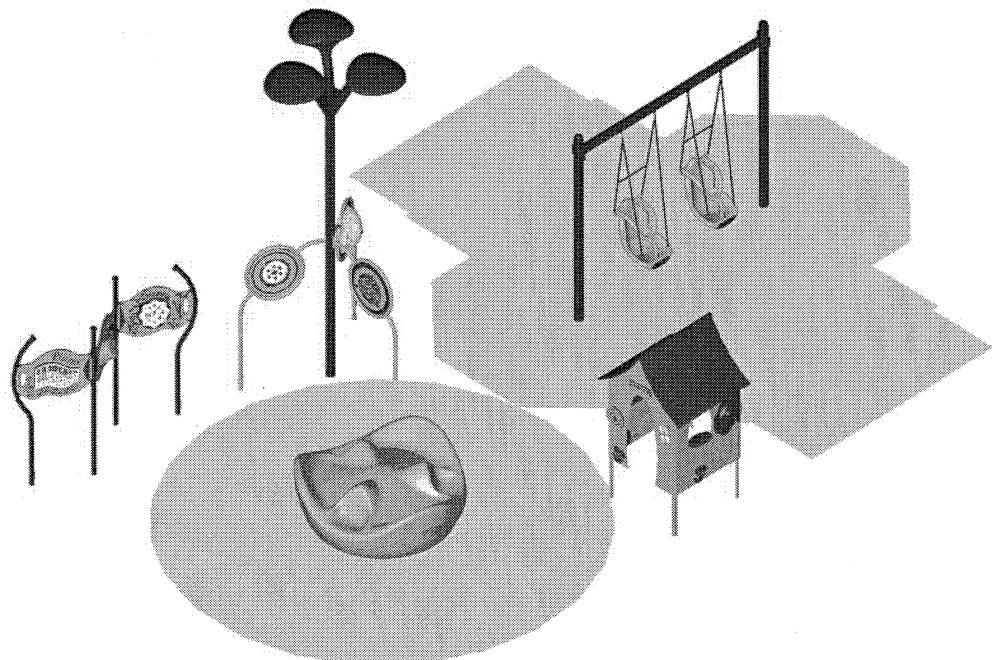
Below is a detailed listing of the scope of services to be provided under this contract. Any changes to "Exhibit A" must be approved by the County Manager, in writing, prior to the service being provided. (The detailed listing of the scope of services may also be described on one or more sheets attached hereto and incorporated herein, but each must be signed by the Provider and the County.)

Provide all labor and materials needed to install inclusive playground equipment set forth in Attachment A and Attachment B.

# **Yadkin County Parks & Recreation**

Proposal # Yadkin Co

April 17, 2017



Presented by





April 17, 2017

Jason Walker & Caleb Poplin  
Yadkin County Parks & Recreation  
6600 Service Rd  
Yadkinville, NC 27055

Dear Jason Walker & Caleb Poplin:

Barrs Recreation is delighted to provide Yadkin County Parks & Recreation 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. Barrs Recreation is confident that this proposal will satisfy Yadkin County Parks & Recreation'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 Yadkin County Parks & Recreation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

April Barrs  
Barrs Recreation  
9521 Lumley Road  
Morrisville, NC 27560

## Design Summary

Barrs Recreation is very pleased to present this Proposal for consideration for the located in . 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 Yadkin County Parks & Recreation. 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:
- Project Number: Yadkin Co
- User Capacity: 37
- Age Groups: Ages 5-12 years
- Dimensions: 28' 0" x 43' 3"
- Designer Name:

Barrs Recreation has developed a custom playground configuration based on the requirements as they have been presented for the 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 # Yadkin Co 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 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  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

754 SQ.FT.

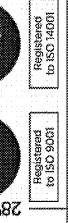
PERIMETER  
156 FT.

STRUCTURE SIZE

28' 0" x 43' 3"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

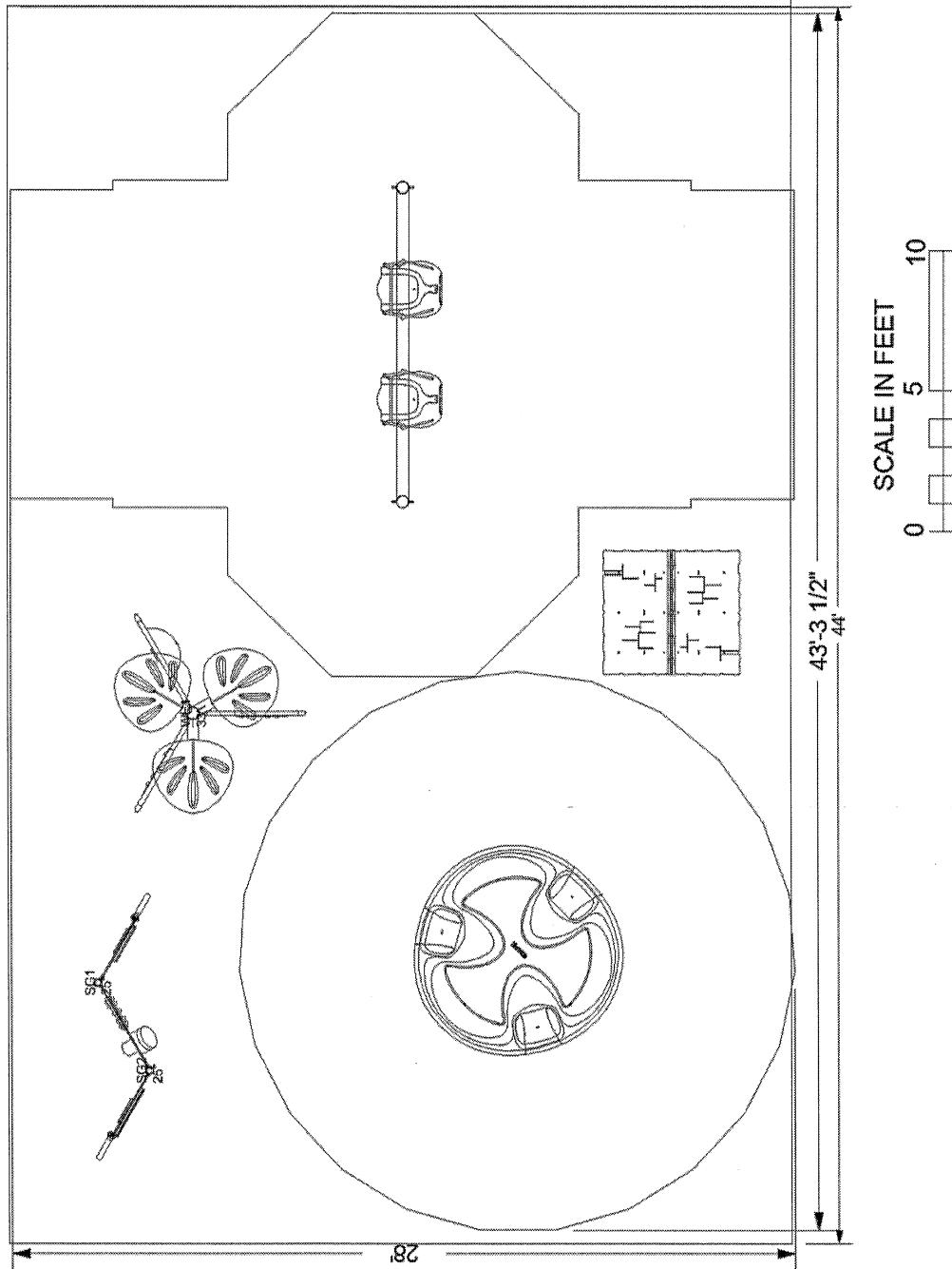
- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13+ YEAR OLDS



To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)  
Registered  
to ISO 9001

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.  
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)



ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

	NUMBER OF 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:	NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:
PROVIDED:	0	10	0	0	0	0	0
RECD:	0	0	0	0	0	0	0
PROVIDED:	0	0	0	0	0	0	0
RECD:	0	0	0	0	0	0	0
PROVIDED:	10	0	0	0	0	0	0
RECD:	0	0	0	0	0	0	0
PROVIDED:	5	0	0	0	0	0	0
RECD:	0	0	0	0	0	0	0

WARNING

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BEING  
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.

**Burke**

April 17, 2017

SERIES: Basics, Intensity, Nucleus

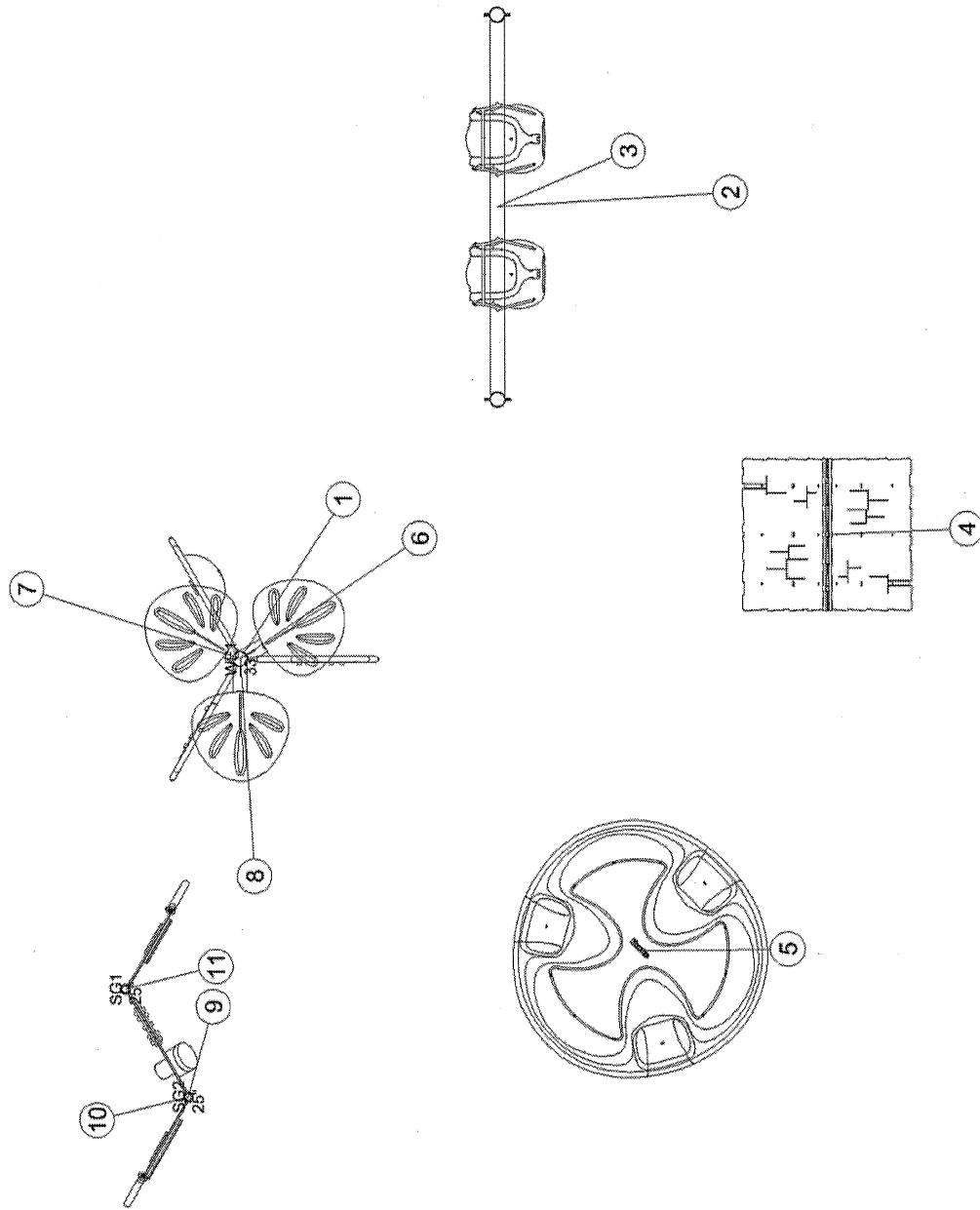
SITE PLAN

DRAWN BY:

Barrs Recreation

Yadkin Co

ITEM	COMP.	DESCRIPTION
1	470-0820	TRIPLE PETAL POST TOPPER
2	550-0093	SINGLE POST SWING ASSEMBL
3	550-0176	FREEDOM SWING SEAT, PAIR, 6
4	560-2578	PLAY HOUSE
5	560-2579	VOLTA INCLUSIVE SPINNER
6	570-0687	CHARADE RING PANEL
7	570-0688	PADDLE BALL RING PANEL
8	570-0815	WAVER RING PANEL
9	580-0289	RAIN WHEEL DRUM ELEMENT
10	580-0501	TOUCH & PLAY PIANO ELEMENT
11	580-0502	TOUCH & PLAY DRUM ELEMENT

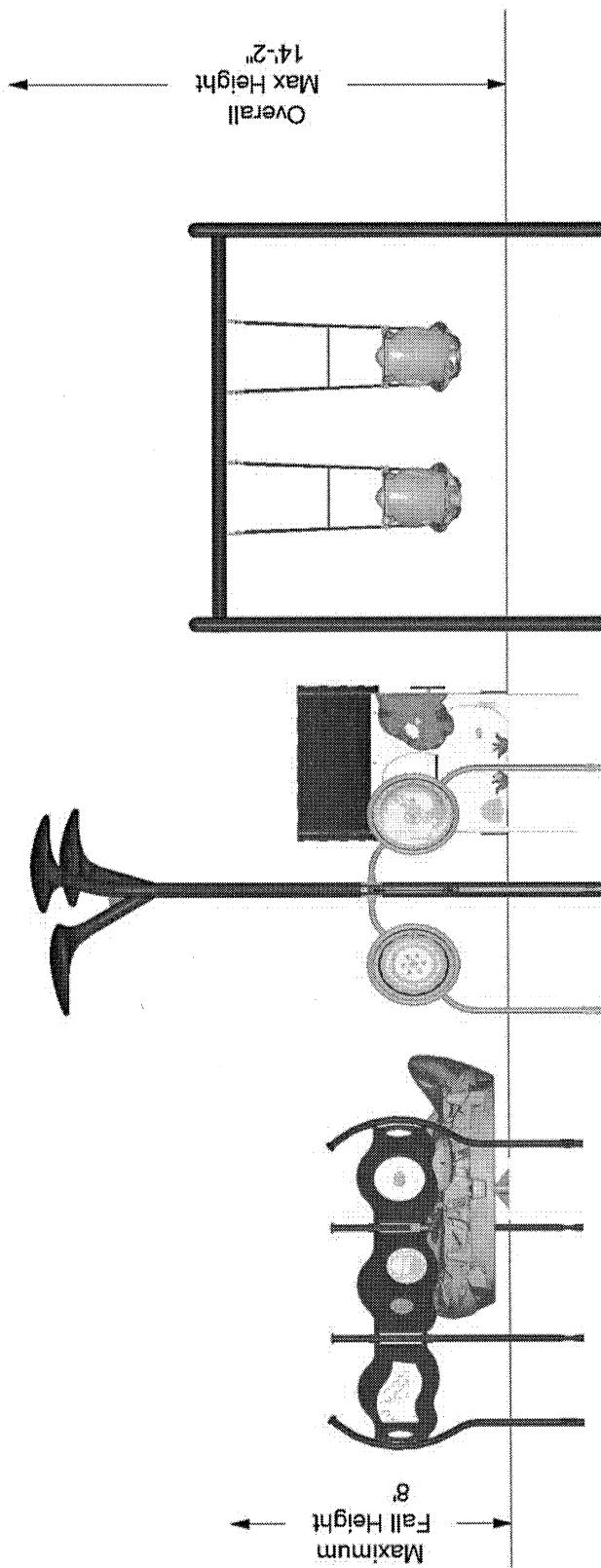


**Burke**

April 17, 2017

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

Barrs Recreation  
 Yadkin Co



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

**Burke**

April 17, 2017

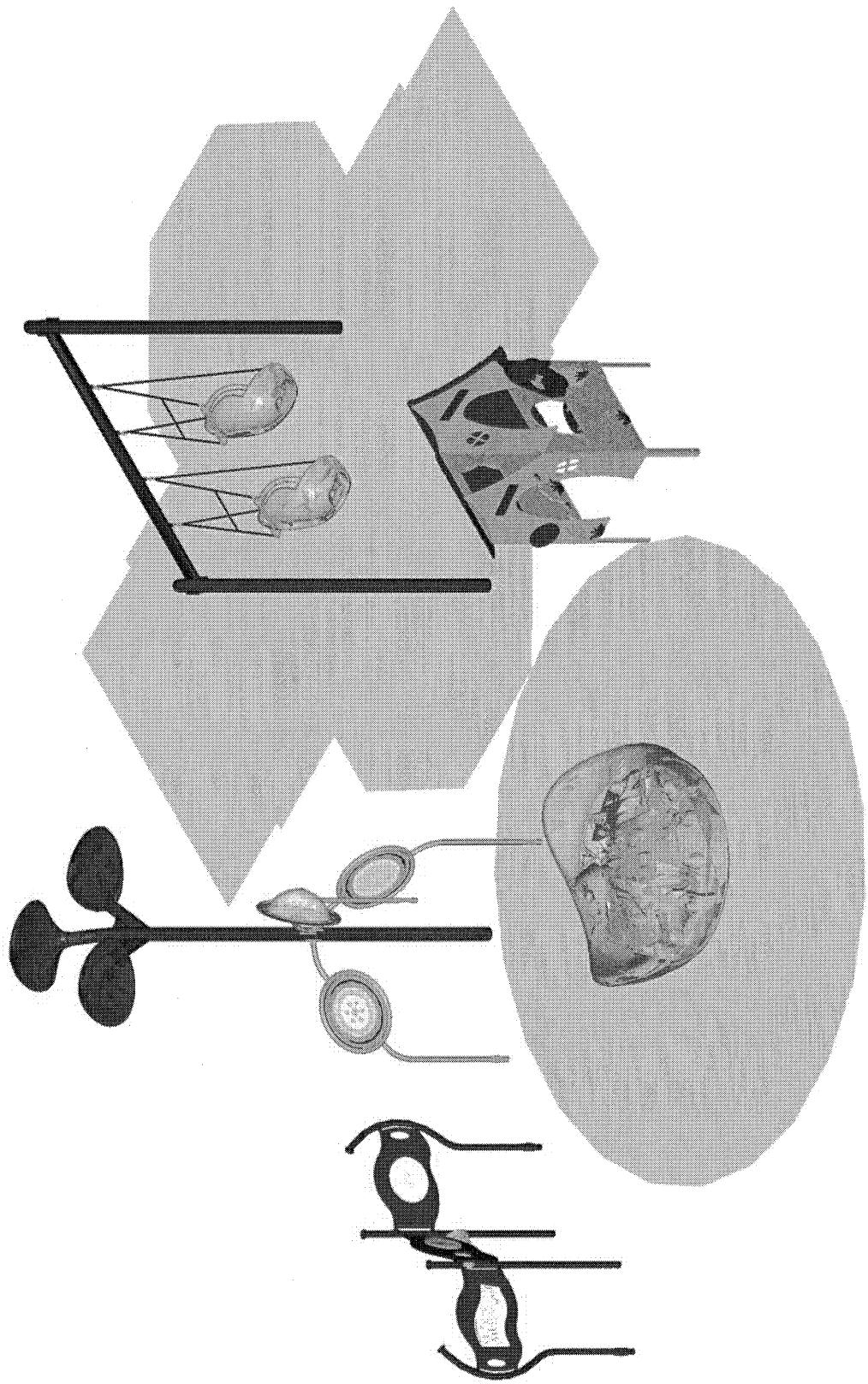
SERIES: Basics, Intensity, Nucleus

Barrs Recreation

ELEVATION PLAN

Yadkin Co

DRAWN BY:



**Burke**

April 17, 2017

SERIES: Basics, Intensity, Nucleus

Barrs Recreation

ISOMETRIC PLAN

Yadkin Co

DRAWN BY:

# Proposal # Yadkin Co



April 17, 2017  
2017 Pricing

**Proposal Prepared for:**

Jason Walker & Caleb Poplin  
Yadkin County Parks & Recreation  
6600 Service Rd  
Yadkinville, NC 27055  
Phone:

**Project Location:**

**Proposal Prepared by:**

Barrs Recreation  
9521 Lumley Road  
Morrisville, NC 27560  
Phone: 919-781-4870  
Fax: 919-781-5779  
carolynneb@barrsrec.com

April Barrs  
Phone: 919-781-4870  
Fax: 919-781-5779  
aprilb@barrsrec.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
<b>Phase One</b>						
<b>Burke Basics</b>						
580-0299	RAIN WHEEL DRUM ELEMENT	1	4	4	33	33
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2
660-0145	POST ASSEMBLY 2 3/8" OD X 85 ...	1	0	0	19	19
Phase One User Capacity: 4						
Phase One Weight: 54 lbs.						
Phase One Price: \$1,622						
<b>Phase Two</b>						
<b>Burke Basics</b>						
550-0093	SINGLE POST SWING ASSEMBLY 5"...	1	2	2	237	237
550-0176	FREEDOM SWING SEAT, PAIR, 8'	1	2	2	80	80
560-2578	PLAY HOUSE	1	6	6	344	344
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
580-0301	TOUCH & PLAY PIANO ELEMENT	1	4	4	61	61
580-0302	TOUCH & PLAY DRUM ELEMENT	1	4	4	58	58
660-0145	POST ASSEMBLY 2 3/8" OD X 85 ...	1	0	0	19	19
<b>Intensity</b>						
570-0687	CHARADE RING PANEL	1	2	2	60	60
570-0688	PADDLE BALL RING PANEL	1	2	2	54	54
570-0815	WAVER RING PANEL	1	2	2	62	62
<b>Nucleus</b>						
470-0620	TRIPLE PETAL POST TOPPER	1	0	0	96	96
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
670-0164	POST, SWAGED ROOF 5" OD X 158"	1	0	0	83	83

Phase Two User Capacity: 33  
Phase Two Weight: 1,639 lbs.  
Phase Two Price: \$23,961



## Proposal # Yadkin Co

April 17, 2017  
2017 Pricing

Total User Capacity: 37  
Total Weight: 1,693 lbs.  
Total Price: \$25,583

Information is relative to the Apr 5 2017 2:10PM 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.**

PRELIMINARY DESIGN & PRICING FOR INQUIRIES  
APPROVAL REQUIRED BY YOUR BURKE DESIGNER



## Proposal # Yadkin Co

April 17, 2017  
2017 Pricing

### Selected Color List

<u>Color Group</u>	<u>Color</u>
<i>Phase 1</i>	
Drums	Tan
2 Color Extruded/Flat (outer)	Tan
2 Color Extruded/Flat (inner)	Green
Post	Brown
1 Color Extruded/Flat	Green
<i>Phase 2</i>	
1 Color Extruded/Flat	Green
2 Color Extruded/Flat (outer)	Tan
2 Color Extruded/Flat (inner)	Green
Post	Brown
Accessory	Tan
Rotomolded Roofs	Green
Rotomolded	Tan
Cozy Corner Counter	Green
Cozy Corner Flower	Blue
Cozy Corner Metal Frame	Tan
Cozy Corner Roof	Green
Cozy Corner 1 Color Wall	Tan
Contemporary Swing Fittings	Brown
Platform	Brown

The colors listed above reflect the main colors selected. This proposal may contain individual colors that have overridden the main colors. These overridden colors are *not* contained in this list.

## 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 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 (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 GRC 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 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 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.

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 920-921-9920 or 1-800-356-2070.

01/2017

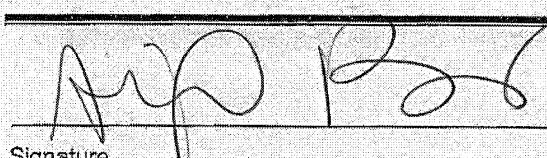
RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: Bans Recreation

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

 4/24/2017

Signature

Date

April Bans

Sales Consultant

Printed Name

Title

**Notes to persons signing this form:**

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

STATE OF NORTH CAROLINA )  
COUNTY OF YADKIN )

AFFIDAVIT

\*\*\*\*\*  
I, April Barrs (the individual attesting below), being duly authorized by and on behalf of  
Barrs Recreation (the entity bidding on project hereinafter "Employer") after first being duly  
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)  
a. YES       , or  
b. NO X (If answer is no, Employer is not required to use E-Verify)

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 24 day of April, 2017.

April Barrs  
Signature of Affiant

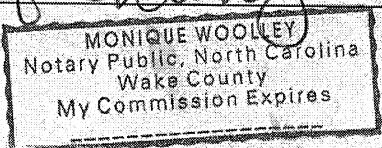
Print or Type Name and Title of Officer of the Company: April Barrs

State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 24  
day of April, 2017.

My Commission expires: 4.18.21

Monique Woolley  
Notary Public



(Affix Official/Notarial Seal)