

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

**FOURTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE  
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,  
AND RELATED PRODUCTS AND SERVICES**

**THIS FOURTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES** (this "Fourteenth Amendment") is made and entered into this 10 of July 2023, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021, to incorporate a [REDACTED] material surcharge.
- J. The parties amended the Contract on May 17, 2021, to incorporate a [REDACTED] material surcharge.
- K. The parties amended the Contract on July 14, 2021, to incorporate a [REDACTED] material surcharge.
- L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

**Contract#: 2017001134**

**Amendment#: 14**

**Vendor#: 121531**

- M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.
- N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.
- O. The parties now desire to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

**A G R E E M E N T**

- 1. The terms of the Contract are restated by and incorporated into this Fourteenth Amendment by reference.
- 2. Defined terms used in this Fourteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This fourteenth Amendment extends the term of the Contract by the second of two (2) two-year renewal terms to June 30, 2026.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

**Contract#: 2017001134**

**Amendment#: 14**

**Vendor#: 121531**

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fourteenth Amendment to be executed as of the date first written above.

**PLAYCORE WISCONSIN INC.  
DBA GAMETIME:**

**BY:**   
(Signature)

**PRINT NAME:** Clint Whiteside

**TITLE:** Director of Sales

**DATE:** 6/27/2023

**CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE**

**BY:** See Attachment Below  
(Signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**Digital Contract Routing Form  
Non-Encumbered**

Date Submitted: July 10, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 14

Contract Name: Playground Equipment, Site Accessories, Surfacing, and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

**REQUIRED ATTACHMENT(S):**

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

**City of Charlotte**

eSigned via SeamlessDocs.com  
*Liz Babson*  
Key: f6d72b82106208b08904836a6d99b8



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MARSH USA, LLC.  
Two Alliance Center  
3560 Lenox Road, Suite 2400  
Atlanta, GA 30326  
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321  
CN102326389-CAS-GAUWX-22-23

CONTACT  
NAME: Brenda Young-Epps  
PHONE (A/C, No, Ext): (404) 995 3074 FAX (A/C, No):  
E-MAIL: brenda.youngepps@marsh.com  
ADDRESS:

INSURED  
Playcore Wisconsin, Inc.  
dba GameTime  
150 PlayCore Drive SE  
Fort Payne, AL 35967

| INSURER(S) AFFORDING COVERAGE                            |  | NAIC # |
|----------------------------------------------------------|--|--------|
| INSURER A : Evanston Insurance Company                   |  | 35378  |
| INSURER B : Indemnity Ins Co Of North America            |  | 43575  |
| INSURER C : ACE Property And Casualty Ins Co             |  | 20699  |
| INSURER D : ACE American Insurance Company               |  | 22667  |
| INSURER E : National Union Fire Ins Co. of Pittsburgh PA |  | 19445  |
| INSURER F : ACE Fire Underwriters Insurance Company      |  | 20702  |

## COVERAGES

CERTIFICATE NUMBER:

ATL-004719473-23

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                             | ADDL INSD | SUBR WVD | POLICY NUMBER                                                             | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS                                                                                                                                                                                                                                                                      |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------------------------------------------------------------|----------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SIR \$250,000 Per Occ.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | MKL2PBC001627                                                             | 08/01/2022                             | 08/01/2023                             | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>POLICY AGGREGATE \$ 10,000,000 |
| B           | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                     |           |          | CAL H10690110                                                             | 08/01/2022                             | 08/01/2023                             | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp./Coll. Ded.: \$1,000 \$                                                                                   |
| C           | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$0                                                                                                                                             |           |          | XEUG71549501 004<br>RETENTION Umb Catastrophe \$25,000                    | 08/01/2022                             | 08/01/2023                             | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>OTHER \$                                                                                                                                                                                                        |
| D<br>D<br>F | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                        | Y/N<br>N  | N/A      | WLR C50669828<br>SCF C50669786<br>SCF C50669713<br>(See Additional Page.) | 08/01/2022<br>08/01/2022<br>08/01/2022 | 08/01/2023<br>08/01/2023<br>08/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                    |
| E           | Excess Umbrella                                                                                                                                                                                                                                                                                                                                                               |           |          | 021908174                                                                 | 08/01/2022                             | 08/01/2023                             | Each Occurrence 15,000,000<br>Aggregate 15,000,000                                                                                                                                                                                                                          |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract 2017001134-14; Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services  
City of Charlotte, its officers, officials, agents, and employees are listed as additional insured with respect to general liability as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via CG 2010 04/13, when required by written contract. A  
Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy where required by written contract.

## CERTIFICATE HOLDER

City of Charlotte  
600 East Fourth Street  
Charlotte, NC 28202

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



## ADDITIONAL REMARKS SCHEDULE

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|                           |           |                                                                                                            |  |
|---------------------------|-----------|------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>MARSH USA, LLC. |           | NAMED INSURED<br>Playcore Wisconsin, Inc.<br>dba GameTime<br>150 PlayCore Drive SE<br>Fort Payne, AL 35967 |  |
| POLICY NUMBER             |           | EFFECTIVE DATE:                                                                                            |  |
| CARRIER                   | NAIC CODE |                                                                                                            |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

#### Workers' Compensation (Continued):

WLR C50669828 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA

SCF C50669786 - CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX

SCF C50669713- Wisconsin (WI)

EFFECTIVE: AUGUST 1, 2022  
EXPIRES: AUGUST 1, 2023  
POLICY NUMBER: MKLV2PBC001627

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location(s) Of Covered Operations |
|--------------------------------------------------------------------------------------------------------|-----------------------------------|
| As required by written contract executed by both parties<br>prior to loss                              | All locations                     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.