

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 ADDRESS: brenda.youngepps@marsh.com

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

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

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	<input checked="" type="checkbox"/>		MKLV2PBC001627	08/01/2022	08/01/2023	EACH OCCURRENCE	\$ 2,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/>	SIR \$250,000 Per Occ.						MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 2,000,000
		POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000
		OTHER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
								POLICY AGGREGATE	\$ 10,000,000
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			CAL H10690110	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
								Comp./Coll. Ded.: \$1,000	\$
C	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	XEUG71549501 004	08/01/2022	08/01/2023	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB		CLAIMS-MADE	RETENTION Umb Catastrophe \$25,000			AGGREGATE	\$ 10,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$0							\$
D	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C50669828	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	SCF C50669786	08/01/2022	08/01/2023	E.L. EACH ACCIDENT	\$ 1,000,000
F		If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C50669713	08/01/2022	08/01/2023	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					(See Additional Page.)			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E		Excess Umbrella			021908174	08/01/2022	08/01/2023	Each Occurrence	15,000,000
								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 MARSH USA, LLC.		NAMED INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE 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) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties 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.