Contract#: 2017001134 Amendment#: 10 Vendor#: 121531

## STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

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

THIS TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Tenth Amendment") is made and entered into this 14<sup>th</sup> of July 2021, by and between Playcore Wisconsin, Inc. dba GameTime, a 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, price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate material surcharge.
- K. The parties now desire to amend the Contract to incorporate a material surcharge 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:

#### AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Tenth Amendment by reference.
- 2. Defined terms used in this Tenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The City consents to allow the Company to add material surcharge for all Products offered in the 2021 GameTime OMNIA Partners Master Price List MPL21A due to escalation in material

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costs. This surcharge is in addition to two previous material surcharges that were added by previous amendments. The total surcharge is not to excee more than the pricing originally allowed in the current year of the Contract.

- 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]

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

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
BY:
(signature)
PRINT NAME:
TITLE:
DATE:



## Digital Contract Routing Form Non-Encumbered

Date Submitted: July 28, 2021

Submitted by: Genetta N. Carothers Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134 Amendment #: 10

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Contract Name:

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** 

Brent Cagle

Key: (66/25621-620855664836ad4965631



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2020

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, Inc.	CONTACT NAME: PHONE (A/C, No, Ext): (404) 995 3074  (A/C, No, Ext): (404)	
Two Alliance Center 3560 Lenox Road, Suite 2400	E-MAIL ADDRESS: brenda.youngepps@marsh.com	
Atlanta, GA 30326	INSURER(S) AFFORDING COVERAGE	NAIC#
Attn: Atlanta. CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-20-21	INSURER A : Evanston Insurance Company	35378
INSURFD	INSURER B : Travelers Property Casualty Company Of America	25674
Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967	INSURER C : ACE Property And Casualty Ins Co	20699
	INSURER D : The Travelers Indemnity Company of America	25666
	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445
	INSURER F : Travelers Casualty And Surety Company	19038

COVERAGES CERTIFICATE NUMBER: ATL-004719473-16 REVISION NUMBER: 4

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.

SR R			ADDL SUE		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	X	COMMERCIAL GENERAL LIABILITY		MKLV2PBC000784	08/01/2020	08/01/2021	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,00
		CLAIMS-MADE X OCCUR			transfer eres		PREMISES (Ea occurrence)	\$	100,00
	X	SIR \$250,000 Per Occ.					MED EXP (Any one person)	\$	EXCLUDE
							PERSONAL & ADV INJURY	\$	2,000,00
(	GEN	'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	4,000,00
		POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	S	4,000,00
		OTHER:					POLICY AGGREGATE	\$	10,000,00
3 1	AUT	OMOBILE LIABILITY		TJ-CAP-9D897065TIL-20	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
T	X	ANY AUTO					BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS AUTOS				BODILY INJURY (Per accident)	\$		
		HIRED NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	S		
		AG, GG GAL.					Comp./Coll. Ded.: \$1,000	\$	
C	X	UMBRELLA LIAB X OCCUR		XOOG71549501 002	08/01/2020	08/01/2021	EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE	DE				AGGREGATE	\$	10,000,000
		DED X RETENTION \$ 25,000						\$	
В		RKERS COMPENSATION		UB-2N106953-20-51-R	08/01/2020	08/01/2021	X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A	UB-2N159031-20-51-K	08/01/2020	08/01/2021	E.L. EACH ACCIDENT	S	1,000,000
	(Ma	ndatory in NH)	N/A	UB-7J602089-20-14-G	08/01/2020	08/01/2021	E.L. DISEASE - EA EMPLOYEE	S	1,000,000
	If ye	es, describe under SCRIPTION OF OPERATIONS below		(See Additional Page.)			E.L. DISEASE - POLICY LIMIT	S	1,000,000
E		ess Umbrella		BE 016159343	08/01/2020	08/01/2021	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 ât\* 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, 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	CANCELLATION
City of Charlotte 600 East Fourth Street Charlotte, NC 28202	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 Inc.
	Manashi Mukherjee Manashi Mukherjee

AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc. POLICY NUMBER		NAMED INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne,AL 35967
ALDRIED	NAIC CODE	
CARRIER		EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Workers" Compensation (Continued):

UB-2NT06953-20-51-R (AZ, FL, OR, WI)

UB-2NT59031-20-51-K (AK AL CO GA IA IL IN KS KY MD MI MN MO MT NC ND NE NV NY OH OK PA PR SC TN TX UT VA WA WY)

UB-7J602089-20-14-G (AZ CA CO CT FL GA ID IL IN KS MD MI MN MO MT NC NH NJ NM NV NY OK OR PA SC TN TX WV)

## 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

Location(s) Of Covered Operations
All locations

- 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- 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.