

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 [REDACTED] material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate [REDACTED] 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 [REDACTED] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A* due to escalation in material

costs. This surcharge is in addition to two previous material surcharges that were added by previous amendments. The total surcharge is not to exceed [REDACTED] 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]*

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.

**PLAYCORE WISCONSIN, INC.  
DBA GAMETIME**

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

BY:   
(signature)

BY: \_\_\_\_\_  
(signature)

PRINT NAME: Clint Whiteside

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

TITLE: Manager of Sales Operations

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

DATE: 7/12/2021

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

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

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  
*Brent Cagle*  
Key: f662b621-0620b0860-483da4d96b831

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA, Inc.		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):

UB-2N106953-20-51-R (AZ, FL, OR, WI)

UB-2N159031-20-51-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

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.