

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

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

**THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES** (this "Eighth Amendment") is made and entered into this 16<sup>th</sup> of March 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 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 Eighth Amendment by reference.

2. Defined terms used in this Eighth 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 a [REDACTED] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A*, [REDACTED] due to escalation in material costs. This surcharge makes the pricing [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 Eighth 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: 3/8/2021

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



**Digital Contract Routing Form**

Date Submitted: March 18, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 8

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

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

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

**CITY OF CHARLOTTE:**

\_\_\_\_\_

eSigned via SeamlessDocs.com  
*Victoria O. Johnson*  
Key: f69f2b82106208b08604836a5d96b831

**ACCOUNTS PAYABLE:**

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

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

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