



# District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

## Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

May 4, 2010

## MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG*

RE: GameTime, Incorporated  
Permission to Tag-On to US Communities RFP #269-2003-077  
Contract #04376

Per DOE Rule 6A-1.012(6) the District is permitted to tag-on to bids from other governmental entities of any state, should it choose to do so. We are requesting permission to utilize US Communities RFP #269-2003-077, Contract #04376 from May 4, 2010 through September 16, 2010.

Gina Wilson, Sr. Project Manager, GameTime, Incorporated, has agreed to extend the terms and conditions of US Communities RFP #269-2003-077, Contract #04376 to our District (see attached). The District School Board of Pasco County's anticipated expenditure will be approximately \$200,000, funded through the Federal American Recovery and Reinvestment Act, which was awarded to the Prekindergarten Department. This request is for the purchase of new outdoor playground equipment, and playground replacements, playground shades, and engineered wood fiber at various elementary schools.

The Purchasing Department will monitor the purchase orders so that they do not exceed anticipated blanket amount.

Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDS/dr

Date/Time: April 28, 2010; 09:27:00



# District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPB, Purchasing Agent  
813/794-2221 Fax: 813/794-2111  
727/774-2221 TDD: 813/794-2484  
352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

September 23, 2009

## BID PIGGYBACK REQUEST US Communities Bid

RFP #269-2003-077: Park and Playground Equipment Catalog Bid

X

Yes, I agree to allow the District School Board of Pasco County to piggyback on RFP #269-2003-077, under the same terms and conditions as the existing bid. The coverage period shall from October 1, 2009 through September 16, 2010.

No, I do not agree to allow the District School Board of Pasco County to piggyback RFP#269-2003-077.

Company Name: GameTime

Signature: Gina Wilson Date: 9/23/09

Typed Name and Title: Gina Wilson, Sr. Project Manager

Telephone (w/area code): 800-432-0162 x 101 Fax Number (w/area code): 727-230-9634

DATE DUE: September 30, 2009

By agreeing to renew, vendor acknowledges and agrees to be in compliance with the "Jessica Lunsford Act". Vendors conducting business with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work and must provide a list of employees with renewal. Please contact 813/794-2521 to arrange for an appointment. Costs associated with this background screening are to borne by the vendor. You may access information regarding this law through the internet link: [http://election.dos.state.fl.us/laws/0511laws/ch\\_2005-028.pdf](http://election.dos.state.fl.us/laws/0511laws/ch_2005-028.pdf). This law is effective September 1, 2005.

The prospective bidder certifies, by submission and signature of this bid renewal form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

PLEASE RETURN TO: DISTRICT SCHOOL BOARD OF PASCO COUNTY  
ATTN: DEBRA REAVES, BUYER ASSISTANT  
PURCHASING DEPARTMENT  
20430 GATOR LANE  
LAND O' LAKES, FL 34638  
(813) 794-2219 (PHONE) (813) 794-2111 (FAX)

CONTRACT # 04 0376 01

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

**FIRST AMENDMENT TO MASTER PURCHASE AGREEMENT**

**THIS FIRST AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 5th day of January 2004 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

**STATEMENT OF BACKGROUND AND INTENT**

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

**AGREEMENT**

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
  - (a) Revision of Section 18 - Indemnification (see attachment 1).  
Revision of Section 20 - Insurance (see attachment 1).
  - (b) Addition of new products featured in the GameTime 2004 Park and Playground Catalog. New products include, but are not limited to, the following:
    - TotStuff System
    - Spohn Modular Skate Park Components
    - Recycled Bonded Shredded Rubber

Note: Gametime's 2004 catalog is not attached but is incorporated by reference herein.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

GAMETIME, INC.

By: Sandra K. Savett  
Title: Sales Support Admin  
Coordinator

By: [Signature]  
Title: DIRECTOR OF SALES ADMIN.

COMMISSION EXPIRES MAY 9, 2005

ATTESTED:

MECKLENBURG COUNTY

By: [Signature]  
County Clerk

By: [Signature]  
County Manager

Approved As To Form:

BY: [Signature]  
County Attorney

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN  
THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

BY: [Signature]  
DIRECTOR OF FINANCE.



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.03

### THRID AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS THRID AMENDMENT To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 14th day of September 2004 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

### AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
  - a) Addition of a three percent (3%) raw material surcharge on all playground and skate park equipment (Exhibit A of Master Agreement). This surcharge is due to rising sheet steel and resin costs.
- 3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- 4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

GAMETIME, INC.

By: Sandra K. Savatt

By: [Signature]

Title: Notary  
*My Commission expires 5/19/05*

Title: DR. SALES ADMIN.

ATTESTED:

MECKLENBURG COUNTY

By: [Signature]  
County Clerk

By: [Signature]  
County Manager

Approved As To Form:

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

BY: [Signature]  
County Attorney

BY: [Signature]  
DIRECTOR OF FINANCE

- (b) Updated Pricing Schedules (Exhibit A) for 2005 to reflect manufacturer's price increases and include the addition of new products featured in the GameTime 2005 Catalog and expanded surfacing schedules per state (Revised Exhibit A is attached). Price increases average 4.1% for materials and labor.
  - (c) Remove the three percent (3%) material surcharge approved by the Third Amendment to the Agreement, dated September 14, 2004.
  - (d) Revised Shipping Rates (Exhibit G) to reflect a 5% increase of commercial freight carrier (see attached).
  - (e) Reduce the four percent (4%) fuel surcharge approved by the Second Amendment dated June 15, 2004 to 2.5%.
3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.04

#### FOURTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS FOURTH AMENDMENT To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of January 2005 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

#### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

#### AGREEMENT

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
  - (a) Addition of new products featured in the GameTime 2005 Park and Playground Catalog. New products include, but are not limited to, the following:
    - GTShade Structures

Note: GameTime's 2005 catalog is not attached but is incorporated by reference herein.



IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

GAMETIME, INC.

By: Mrs. Cole  
Title: Sales Admin. Srv.

By: [Signature]  
Title: Vice President - Finance

Notary: Sandra K. Sarratt  
My Commission expires May 9, 2005

ATTESTED:

MECKLENBURG COUNTY

By: [Signature]  
County Clerk

By: [Signature]  
Gen. County Manager

Approved As To Form:

By: [Signature]  
County Attorney

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

By: [Signature]  
DIRECTOR OF FINANCE



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.05

### FIFTH AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS FIFTH AMENDMENT To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1ST day of May 2005 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYGORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

### AGREEMENT

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
  - a) Addition of a six percent (6%) surcharge on all shipping charges to offset escalating fuel cost (see Attachment 1). Should the carriers cancel this surcharge to GameTime, the Company agrees to discontinue the additional charge (See Exhibit G).
3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

GAMETIME, INC.

By: Sandra K. Serratt

By: [Signature]

Title: Notary  
My commission expires 4-14-09

Title: DIRECTOR SALES ADMIN.

ATTESTED:

MECKLENBURG COUNTY

By: [Signature]  
County Clerk

By: [Signature]  
County Manager

Approved As To Form:

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

BY: [Signature]  
County Attorney

BY: [Signature]  
DIRECTOR OF FINANCE

**Include the addition of new products featured in the GameTime 2006 Catalog. Price increases average 4.9% for materials and labor.**

**(c) Revised Shipping Rates (Exhibit G) to reflect a 5% increase of commercial freight carrier (see attached).**

3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.06

### SIXTH AMENDMENT TO MASTER PURCHASE AGREEMENT

**THIS SIXTH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of February 2006 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

### AGREEMENT

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
  - (a) Addition of new products featured in the GameTime 2006 Park and Playground Catalog. New products include, but are not limited to, the following:
    - GTH20 Water Play Components
    - Climbing Nets

Note: GameTime's 2006 catalog is not attached but is incorporated by reference herein.

- (b) Updated Discount and Pricing Schedules (Exhibit A) for 2006 to reflect manufacturer's price increases for play components and surfacing and

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

GAMETIME, INC.

By: M. F. Cole  
Title: Sales Admin. Mgr

By: [Signature]  
Title: DIRECTOR SALES ADMIN.

ATTESTED:

MECKLENBURG COUNTY

By: [Signature]  
County Clerk

By: [Signature]  
County Manager

Approved As To Form:  
BY: [Signature]  
County Attorney

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.  
BY: [Signature]  
DIRECTOR OF FINANCE

[Signature]  
RISK MANAGEMENT DIVISION



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.07

### SEVENTH AMENDMENT TO MASTER PURCHASE AGREEMENT

**THIS SEVENTH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 30th day of May 2006 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

### AGREEMENT

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
  - a) Addition of a 4.75% surcharge on all shipping charges to offset current fees of commercial carriers. Should the carriers cancel this charge to GameTime, the Company agrees to discontinue the additional charge.
3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

GAMETIME, INC.

By: M. F. Cole  
Title: Sales Admin. Mgr.

By: [Signature]  
Title: DR. SALES ADMIN.

Attested:

MECKLENBURG COUNTY

By: [Signature] 1-12-07  
Park and Recreation Director

By: [Signature]  
County Clerk

By: [Signature]  
County Manager

Approved As To Form:

BY: [Signature]  
County Attorney

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

BY: [Signature]  
DIRECTOR OF FINANCE



- d) Revised Shipping Rates (Exhibit G) to reflect a 5.2% increase of commercial freight carrier fees.
  - c) Updated Installation Fees (Exhibit H) to include all new products featured in the GameTime 2007 Catalog.
3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
  4. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.08

**EIGHTH AMENDMENT TO MASTER PURCHASE AGREEMENT**

**THIS EIGHTH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of January 2007 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

**STATEMENT OF BACKGROUND AND INTENT**

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

**AGREEMENT**

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
  - a) Addition of new products featured in the GameTime 2007 Park and Playground Catalogs. Catalog is not attached but is incorporated by reference.
  - b) Updated Discount Schedule and Net Pricing List (Exhibit A) for 2007 to reflect manufacturer's price increases and include the addition of new products. Price increases average 5.3% for materials and labor.
  - c) Revised surfacing prices to reflect material source changes and freight cost. (included as part of Exhibit A).

CONTRACT # 040376.10

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

**GAMETIME, INC.**

By: [Signature]  
Title: DIRECTOR SALES ADMIN.

**Attested:**

By: [Signature]  
Title: Sales Admin. Mgr.

**MECKLENBURG COUNTY:**

By: [Signature]  
County/General Manager

By: [Signature]  
Park and Recreation Director

**Attested:**

By: [Signature]  
Clerk to the Board

**Approved As To Form:**

By: [Signature]  
County Attorney

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

By: [Signature]  
Finance Director

NO PRE-AUDIT REQUIRED,  
DEPARTMENT(S) TO ENCUMBER  
FUNDS AS NEEDED.

BY: [Signature]  
DIRECTOR OF FINANCE

**Approved As To Insurance Requirements:**

By: \_\_\_\_\_  
Risk Management



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.09

**NINETH AMENDMENT TO MASTER PURCHASE AGREEMENT**

**THIS NINETH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of January 2008 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

**STATEMENT OF BACKGROUND AND INTENT**

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

**AGREEMENT**

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
  - a) Addition of new products featured in the GameTime 2008 Park and Playground Catalogs. Catalog is not attached but is incorporated by reference.
  - b) Updated Discount Schedule and Net Pricing List (Exhibit A) for 2008 to reflect manufacturer's price increases and include the addition of new products. Price increases average four percent (4%) for materials and labor.
  - c) Revised surfacing prices to reflect material source changes and freight cost (Included as part of Exhibit A).

CONTRACT # 040376.11

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

**GAMETIME, INC.**

By: [Signature]  
Title: DIRECTOR SALES ADMIN.

**Attested:**

By: [Signature]  
Title: Sales Adm. Mgr.

**MECKLENBURG COUNTY:**

By: [Signature]  
County/General Manager

By: [Signature]  
Park and Recreation Director

**Attested:**

By: [Signature]  
Clerk to the Board

**Approved As To Form:**

By: [Signature]  
County Attorney

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

By: [Signature]  
Finance Director

NO PRE-AUDIT REQUIRED.

BY: [Signature]  
DIRECTOR OF FINANCE

**Approved As To Insurance Requirements:**

By: [Signature]  
Risk Management



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.10

### TENTH AMENDMENT TO MASTER PURCHASE AGREEMENT

**THIS TENTH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of May 2008 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

### AGREEMENT

1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
2. Changes to Original Agreement. In order to effectuate the Intent of the parties, the Original Agreement is hereby amended as follows:
  - a) **Addition of a two percent (2%) raw material surcharge to offset escalating material cost to the manufacturer. The surcharge will be applied to the net selling price, after deduction of any applicable discounts and before the inclusion of transportation charges and taxes. The surcharge will be identified separately on quotations, order acknowledgements and invoices. Should the cost of raw materials decrease to GameTime, the Company agrees to discontinue the additional charge.**
3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
4. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME, INC.

By: [Signature]  
Title: DIRECTOR SALES ADMINISTRATION

Attested:

By: [Signature]  
Title: Sales Adm. Mgr.

MECKLENBURG COUNTY:

By: [Signature]  
County/General Manager

By: [Signature]  
Park and Recreation Director

Attested:

By: [Signature]  
Clerk to the Board

Approved As To Form:

By: [Signature]  
County Attorney

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

By: [Signature]  
Finance Director

NO PRE-AUDIT REQUIRED.  
DEPARTMENT(S) TO ENCUMBER  
FUNDS AS NEEDED.

By: [Signature]  
DIRECTOR OF FINANCE

Approved As To Insurance Requirements:

By: \_\_\_\_\_  
Risk Management



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.11

**ELEVENTH AMENDMENT TO MASTER PURCHASE AGREEMENT**

**THIS ELEVENTH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of July 2008 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

**STATEMENT OF BACKGROUND AND INTENT**

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

**AGREEMENT**

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- 2. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Agreement is hereby amended as follows:
  - a) **Addition of an adjustable raw material surcharge, not to exceed ten percent (10%) of the catalog commercial price, to offset escalating material cost to the manufacturer. The surcharge will be identified separately on quotations, order acknowledgements and invoices. Should the cost of raw materials decrease to GameTime, the Company agrees to decrease or discontinue the additional charge.**
- 3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- 4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.



- d) **Revised Shipping Rates (Exhibit G) from rate per state to rate per final destination zip code and to reflect a 5.9% increase of commercial freight carrier fees.**
  - c) **Updated Installation Fees (Exhibit H) to include all new products featured in the GameTime 2008 Catalog.**
3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
  4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

CONTRACT # 040376.09

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME, INC.

Attested:

By: [Signature]  
Title: DIRECTOR SALES ADMIN.

By: [Signature]  
Title: Cales Admin. Mgr.

MECKLENBURG COUNTY:

By: [Signature]  
Park and Recreation Director

Attested:

By: [Signature]  
County/General Manager

By: [Signature]  
Clerk to the Board

Approved/As To Form:

By: [Signature]  
County Attorney

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

By: \_\_\_\_\_  
Finance Director

NO PRE-AUDIT REQUIRED.  
DEPARTMENT(S) TO ENCUMBER  
FUNDS AS NEEDED.

By: [Signature]  
DIRECTOR OF FINANCE

Approved As To Insurance Requirements:

By: \_\_\_\_\_  
Risk Management

CONTRACT # 040376.13

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME, INC.

By: [Signature]  
Title: DIRECTOR SALES ADMIN.

Attested:

By: [Signature]  
Title: Sales Adm. Mgr.

MECKLENBURG COUNTY:

By: [Signature]  
County/General Manager

By: [Signature]  
Park and Recreation Director

Attested:

By: [Signature]  
Clerk to the Board

Approved As To Form:

By: [Signature]  
County Attorney

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

By: [Signature]  
Finance Director

**NO PRE-AUDIT REQUIRED.  
DEPARTMENT(S) TO ENCUMBER  
FUNDS AS NEEDED.**

By: [Signature]  
DIRECTOR OF FINANCE

Approved As To Insurance Requirements:

By: \_\_\_\_\_  
Risk Management



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.12

### TWELFTH AMENDMENT TO MASTER PURCHASE AGREEMENT

**THIS TWELFTH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 17st day of September 2008 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

### AGREEMENT

- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
  - a) **Section 3 -Term:** This Twelfth Amendment extends the term of the Agreement from the effective date through September 16, 2009 unless earlier terminated in accordance with the terms of the original Master Agreement.
- III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- IV. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.

- E. Updated Discount Schedule and Equipment Net Pricing List (Exhibit A) for 2009 to reflect manufacturer's price increases averaging 4.5% (after removal of raw material surcharge per item A above) for materials and labor and including new products.
  - F. Revised surfacing prices to reflect material source changes and freight cost (Included as part of Exhibit A).
  - G. Addition of an equipment packaging and handling charge of 1.7% applied to the Commercial Price in lieu of freight rate increases.
  - H. Updated Installation Fees (Exhibit H) to include all new products featured in the GameTime and Ultra Play Catalogs.
- III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- IV. In all other respects and expect as modified herein, the terms of the Agreement shall remain in force and effect.



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.13

### THIRTEENTH AMENDMENT TO MASTER PURCHASE AGREEMENT

**THIS THIRTEENTH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 1st day of February 2009 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

### AGREEMENT

- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
  - A. Delete the adjustable raw material surcharge, not to exceed ten percent (10%) per the Eleventh Amendment to the Agreement, dated July 1, 2008.
  - B. Addition of new products featured in the GameTime 2009 Playground and Recreation Equipment Catalog. Catalog is not attached but is incorporated by reference.
  - C. Addition of Ultra Play site amenities products. Ultra Play 2009 catalog is not attached but is incorporated by reference. Pricing will be a seven percent (7%) discount off of list prices.
  - D. Addition of Everlast Climbing Industries, Inc. products. Everlast 2009 product catalog is not attached but is incorporated by reference.

IN WITNESS WHEREOF, an in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

GAMETIME, INC.

By: [Signature]  
Title: Director of Sales Administration

Attested:

By: [Signature]  
Title: Sales Administration Manager

MECKLENBURG COUNTY:

By: [Signature]  
County/General Manager

By: [Signature]  
Park and Recreation Director

Attested:

By: [Signature]  
Clerk to the Board

Approved As To Form:

By: [Signature]  
County Attorney

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

By: [Signature]  
Finance Director

Approved As To Insurance Requirements:

By: [Signature]  
Risk Management

NO PRE-AUDIT REQUIRED.  
DEPARTMENT(S) TO ENCUMBER  
FUNDS AS NEEDED.

By: [Signature]  
DIRECTOR OF FINANCE



STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT # 040376.14

#### FOURTEENTH AMENDMENT TO MASTER PURCHASE AGREEMENT

**THIS FOURTEENTH AMENDMENT** To The Agreement to provide Park And Playground Equipment, Surfacing, Site Furnishings And Related Commodities and Services (the "Amendment") is made and entered into this 17st day of September 2009 by and between MECKLENBURG COUNTY, a North Carolina municipal corporation (the "County") and GAMETIME DIVISION OF PLAYCORE-WISCONSIN, INC., a corporation doing business in the State of North Carolina (the "Company").

#### STATEMENT OF BACKGROUND AND INTENT

- A. The County and the Company entered into a written Agreement dated September 17, 2003 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Commodities and Services to the County and other Participating Public Agencies.
- B. The parties now desire to amend the Agreement by making certain changes and clarifications to the term and pricing provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Agreement as follows:

#### AGREEMENT

- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
  - a) **Section 3 -Term:** This Fourteenth Amendment extends the term of the Agreement from the effective date through September 16, 2010 unless earlier terminated in accordance with the terms of the original Master Agreement.
- III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- IV. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.



## Attachment 1

### **18. INDEMNIFICATION.**

The Supplier shall indemnify, defend and hold harmless the County and the County's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

- 18.1 any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Supplier in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- 18.2 any act(s) of negligence or willful misconduct by the Supplier or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- 18.3 any acts or omissions of the Supplier with respect to the Services or any of the products or services provided by the Supplier under this Agreement (or any allegations of any of the foregoing); or
- 18.4 any claims by any persons or entities supplying labor or material to the Supplier in connection with the performance of the Supplier's obligations under this Agreement.

This indemnification requirement is not intended to cover, and the Supplier is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional acts of anyone other than the Supplier or their affiliates; inadequate surfacing; or vandalism.

It is the intent of any liability insurance provided by Supplier to indemnify for product liability claims arising solely from the negligent design, manufacture, installation of the Playground Equipment when such goods and services are provided by Supplier or Supplier's subcontractors, or from any other negligence or wrongful conduct on the part of Supplier or Supplier's subcontractors. This clarifies and supersedes any other section of the contract concerning indemnification that could be interpreted otherwise.

### **20. INSURANCE.**

#### **20.2 Other Insurance Requirements.**

The County shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Supplier and/or subcontractor providing such insurance.

The County shall be named as an additional insured for operations or services rendered under the general liability coverage. The Supplier's insurance shall be primary of any self-funding and/or insurance otherwise carried by the County for all loss or damages arising from the Supplier operations under this agreement. **Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood Supplier cannot additionally insure the eventual owners of the equipment for any damages that result from lack of maintenance, inadequate supervision, negligence, or intentional acts by anyone other than the Supplier or their affiliates; inadequate surfacing; or vandalism. The responsibility for maintenance, supervision, etc. belongs to the end user.**

Certificates of such insurance will be furnished to the County and shall contain the provision that the County be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring Supplier.

Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.

If any part of the work under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the Supplier will maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Supplier from meeting all insurance requirements or otherwise being responsible for the subcontractor.

CONTRACT # 040376.01

IN WITNESS WHEREOF, an In acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

ATTESTED:

GAMETIME, INC.

By: Mary F. Cole  
Title: Sales Adm. Supv.

By: [Signature]  
Title: DIRECTOR SALES ADMIN.

ATTESTED:

MECKLENBURG COUNTY

By: [Signature]  
County Clerk

By: [Signature]  
General Manager

Approved As To Form:

BY: [Signature]  
County Attorney

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN  
THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.  
BY: [Signature]  
DIRECTOR OF FINANCE.

[Signature]  
RISK MANAGEMENT DIVISION

- (c) Updated Pricing Schedules (Exhibit A) for 2004 to reflect manufacturer's price increases and include the addition of new products featured in the GameTime 2004 Catalog (Revised Exhibit A is attached). Price increases average 3% for materials and labor.
  - (d) Revised Shipping Rates (Exhibit G) to reflect a 5% increase of commercial freight carrier (see attached).
  - (e) Updated Installation Fees (Exhibit H) to include new products featured in the GamTime 2004 Catalog (revised Exhibit H is attached).
3. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
  4. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.