

REPORT OF GENERAL MANAGER

APPROVED
APR 02 2014

NO. 14-048

DATE March 5, 2014

**BOARD OF RECREATION
& PARK COMMISSIONERS**

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PLAYGROUND EQUIPMENT, SURFACING, SITE FURNISHINGS, AND RELATED PRODUCTS AND SERVICES CONTRACT – USE OF THE STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG SELECTION PROCESS TO PROVIDE PLAYGROUND EQUIPMENT, SURFACING, SITE FURNISHINGS AND RELATED PRODUCTS AND SERVICES (CONTRACT NO. 110179 WITH PLAYCORE WISCONSIN, INC. DBA GAMETIME)

R. Adams	<u> </u>	V. Israel	<u> </u>
*R. Barajas	<u><i>Barajas</i></u>	K. Regan	<u> </u>
H. Fujita	<u> </u>	N. Williams	<u> </u>

Neil J. ...
General Manager

Approved Disapproved Withdrawn

RECOMMENDATIONS:

That the Board:

1. Approve the proposed contract, substantially in the form on file in the Board Office, between the City of Los Angeles (City) and PlayCore Wisconsin, Inc., dba GameTime (GameTime), for the purchase of playground equipment, surfacing, site furnishings and related products and services on an occasional and as-needed basis with a contract term expiring on September 16, 2015;
2. Find that Mecklenburg County, acts as the agent for participating governmental agencies for the purchase of playground equipment, surfacing, site furnishings and related products and services offered by GameTime and City is a participating agency;
3. Find that GameTime by written communication dated February 4, 2014, attached hereto and incorporated herein by reference as Attachment B, authorized City to utilize the Mecklenburg County contract terms and conditions for purchase of playground equipment, surfacing, site furnishings and related products and services;

REPORT OF GENERAL MANAGER

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4. Find as the contract awarding authority, in accordance with Charter Section 371(e)(2), the professional, scientific, expert, technical or other special services to be provided by GameTime are of a temporary and occasional character for which competitive bidding is not practicable or advantageous;
5. Find in accordance with Charter Section 371(e)(8), that the City may piggyback on the Mecklenburg County, a political subdivision of North Carolina, contract with GameTime, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements;
6. Find as the contract awarding authority, in accordance with Charter Section 371(e)(10), that the services to be provided by GameTime, are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law;
7. Find as the contract awarding authority, in accordance with Charter Section 1022, that the Department of Recreation and Parks (Department) does not have, available in its employ, personnel with the necessary expertise to undertake the specialized professional tasks sought and the work can be performed more economically or feasibly by an independent contractor;
8. Authorize the General Manager, at his sole discretion, to extend the term of the Agreement, if Mecklenburg County exercises its options to renew its contract with GameTime, for two (2) additional one (1) year terms;
9. Direct the Board Secretary to transmit forthwith the proposed Contract to the Mayor for approval and to the City Attorney for review and approval as to form; and,
10. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

SUMMARY:

The Department has an ongoing need for the purchase and installation of playground equipment, surfacing, site furnishings and related products and services. The ability to purchase and install such material and equipment is critical to meeting the Department's needs to build new and retrofit and repair existing park property.

REPORT OF GENERAL MANAGER

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The GameTime contract will provide the Department with a variety of turnkey designs, manufacturing and installation options for playground equipment, poured in place surfaces, and site furnishing. The contract will allow the Department the ability to select a wide variety of standard manufactured and customized recreation and parks equipment. If desired, the Department may use this contract to install, construct, build new and/or to retrofit, repair and maintain the Department's existing recreation & parks equipment.

Department staff is recommending that the Board authorize the Department to piggyback on Mecklenburg County's competitively bid contract with GameTime. GameTime has issued a letter dated February 4, 2014 (attached hereto and incorporated herein by reference as Attachment B) to the City which authorizes use of the contract with the Mecklenburg County. Under the current Mecklenburg County's contract agreement (Contract No. 110179), Section "D" of the "Statement of Background and Intent" and Section 2.6 expressly allows other entities to enter into their own contract with Gametime utilizing the terms and conditions of the Mecklenburg County's contract (Attachment A). Also, public agencies wishing to utilize the County of Mecklenburg's contract agreement must register on-line with the U.S. Communities at www.uscommunities.org. In compliance with this requirement, the City has registered with the U.S. Communities which is a prerequisite for Participating Public Agencies who wish to access the County of Mecklenburg's Master Agreement.

The Board Office will issue a separate contract number and the Agreement will be executed between GameTime and the City through the Board. GameTime's current contract with Mecklenburg County will expire on September 16, 2015. However, Mecklenburg County has the option to extend their contract with GameTime, which if exercised would extend the term of their Contract by two (2) years to September 16, 2017. In the event that Mecklenburg County exercises its options, Department staff recommends that the Department's General Manager be given the sole discretion to extend the term of the City's Agreement for two (2) additional years.

FISCAL IMPACT STATEMENT:

This contract will enable the Department to carry out various construction and maintenance projects that involve the construction, maintenance and/or retrofit of various recreation and parks equipment on an occasional and as-needed basis in order to enhance the recreational experience of the public. There will be no direct fiscal impact to the Department's General Fund as funding will be identified on a per project basis.

This Report was prepared by Jim Newsom, Management Analyst II, reviewed by Cid Macaraeg, Senior Management Analyst II, Planning, Construction and Maintenance Branch.

Attachment A

Contract Executed on July 6, 2010, between The State of North Carolina, County of Mecklenburg and Playcore Wisconsin, Inc. dba Gametime.



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.04

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 May 2013 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, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revised freight rates, and new products.
- D. The County and the Company agreed to amend the contract on February 1, 2013 to incorporate a 2.47 percent (2.47%) price increase and new products offered by the Company.
- E. The parties now desire to amend the Agreement by making certain changes to the product 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:

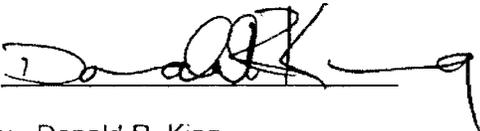
AGREEMENT

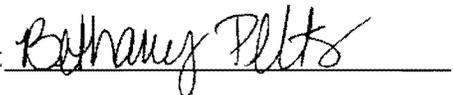
- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate the new Colorado Timing Systems products as specified in the revised 2013 Pricing Schedules included as Exhibit A.
- 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.

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 DIVISION, PLAYCORE WISCONSIN, INC.

By: 
Title: Donald R. King
Director of Sales Administration

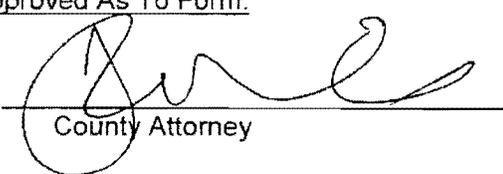
Attested:
By: 
Title: Bethany Pelts
Executive Assistant

MECKLENBURG COUNTY:

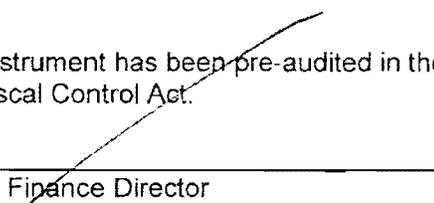
By: 
County General Manager

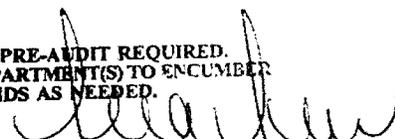
By: _____
Park and Recreation Director

Attested:
By: 
Clerk to the Board

Approved As To Form:
By: 
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: 
DIRECTOR OF FINANCE

Approved As To Insurance Requirements:
By: _____
Risk Management

110179.04



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT # 110179.03

THIRD AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS THIRD 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 2013 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, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The County and the Company agreed to amend the contract on January 2, 2012 to incorporate a 1.8 percent (1.8%) price increase, revise freight rates, and incorporate new products.
- D. The parties now desire to amend the Agreement by making certain changes to the product 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

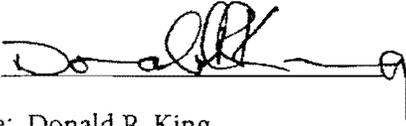
- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate the new products offered by the GameTime 2013 Playground Design Guide.
 - b) Incorporate an average price increase of 2.47 percent (2.47%) for all playground equipment, site furnishings, surfacing materials, and all related products as specified in Exhibit A.
 - c) Incorporate addition of new products offered by GameTime strategic partners and corresponding 2013 price lists as specified in Exhibit A.

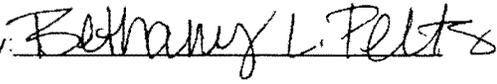
- III. Except to the extent specifically provided in the amendment contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under this Agreement.
- IV. In all other respects and except as modified herein,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

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 DIVISION, PLAYCORE WISCONSIN, INC.

Attested:

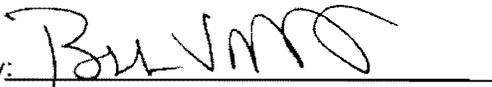
By: 
Title: Donald R. King
Director of Sales Administration

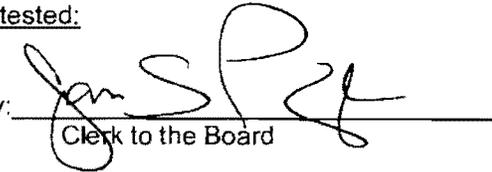
By: 
Title: Bethany Pelts
Executive Administrator

MECKLENBURG COUNTY:

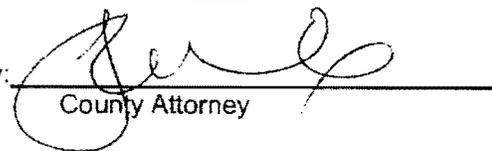
By: 
Park and Recreation Director

Attested:

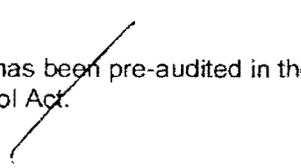
By: 
County/General Manager

By: 
Clerk to the Board

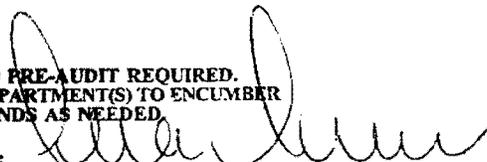
Approved As To Form:

By: 
County Attorney

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

By: 
Finance Director

Approved As To Insurance Requirements:

**NO PRE-AUDIT REQUIRED.
DEPARTMENT(S) TO ENCUMBER
FUNDS AS NEEDED.**
By: 
BY: DIRECTOR OF FINANCE
Risk Management



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

CONTRACT # 110179.02

SECOND AMENDMENT TO MASTER PURCHASE AGREEMENT

THIS SECOND 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 2012 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore, 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, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products and Services to the County and other Participating Public Agencies.
- B. The County and the Company agreed to amend the contract on April 7, 2011 to incorporate a four percent (4%) price increase.
- C. The parties now desire to amend the Agreement by making certain changes to the product 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) Incorporate the new products offered by the GameTime 2012 Playground Design Guide, Everlast Climbing Industries, Inc., and Ultra Play Systems, Inc.
 - b) Incorporate an average price increase of 1.8 percent for all playground and surfacing products as specified in Exhibit A.
 - c) Incorporate revised GameTime freight rates as specified in Exhibit E.
- 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.

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 DIVISION

By: [Signature]
Title: Director of Sales Administration

Attested:

By: [Signature]
Title: Executive Administrative Assistant

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: _____
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 # 110179.01

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 7th day of April 2011 by and between Mecklenburg County, a North Carolina municipal corporation (the "County") and GameTime Division of Playcore, 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, 2010 (the "Agreement") pursuant to which the Company agreed to provide Park and Playground Equipment, Surfacing, Site Furnishings and Related Products 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

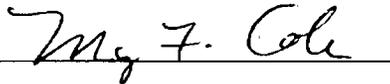
- I. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Agreement.
- II. Changes to Original Agreement. In order to effectuate the intent of the parties, the Original Master Agreement is hereby amended as follows:
 - a) Incorporate a price increase of four percent (4%) for all GameTime products except GTH20 water play and GTImpax surfacing, due to the escalation in steel and plastic resin material costs. Price increases will be effective on orders entered April 7, 2011. Orders entered before April 7th will be exempt from the price increase providing the order ships prior to April 29, 2011.
- 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.

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:

By: 
Title: Director of Sales Administration

Attested:

By: 
Title: Sales Administration Manager

MECKLENBURG COUNTY:

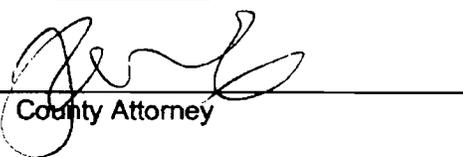
By: 
County/General Manager

By: 
Park and Recreation Director

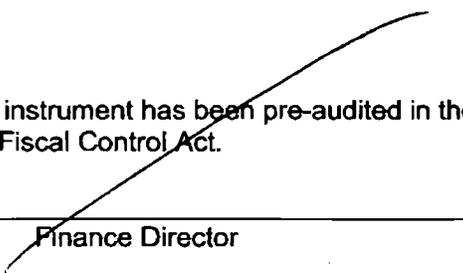
Attested:

By: 
Clerk to the Board

Approved As To Form:

By: 
County Attorney

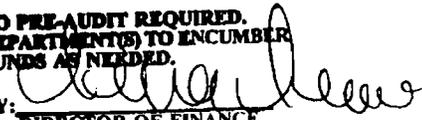
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: 
Finance Director

Approved As To Insurance Requirements:

By: _____
Risk Management

**NO PRE-AUDIT REQUIRED.
DEPARTMENTS TO ENCUMBER
FUNDS AS NEEDED.**

BY: 
DIRECTOR OF FINANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2011

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 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. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CarRequest@marsh.com / Fax: 212-948-4321 457102-Cas-GAUWX-10-11 GAMETI		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED GameTime 150 PlayCore Drive SE Fort Payne, AL 35967		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Columbia Casualty Company 31127	
		INSURER B: Travelers Property Casualty Company Of America 25674	
		INSURER C: National Union Fire Ins Co Pittsburgh PA 19445	
		INSURER D: Phoenix Insurance Company 25623	
		INSURER E: Ohio Casualty Insurance Company 24074	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-002237295-35 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$150,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		4015728458	08/01/2010	08/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TJCAP95188945-10	08/01/2010	08/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp Ded: \$1,000 \$ Coll Ded: \$1,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE35053165	08/01/2010	08/01/2011	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TC2NUB-9520B24-6-10 (AOS) TRJUB-9520B25-9-10 (AZ & WI)	08/01/2010	08/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Excess Umbrella		ECO11 53059239	08/01/2010	08/01/2011	\$25,000,000 Excess \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: All Jobs.

The City of Charlotte/Mecklenburg County is listed as additional insured (except Workers' Compensation) as their interests may appear until completion of each job performed by the Insured.

CERTIFICATE HOLDER

CANCELLATION

The City of Charlotte/Mecklenburg County Procurement Services Division 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. Ted L. Young
--	--

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. 17879

**AGREEMENT TO PROVIDE PLAYGROUND EQUIPMENT,
SURFACING, SITE FURNISHINGS AND RELATED
PRODUCTS AND SERVICES**

This Agreement (the "Agreement") is entered into as of this 17th Day of September, 2010 (the "Effective Date"), by and between PlayCore Wisconsin, Inc. dba GameTime (the "Company") a corporation doing business in North Carolina (the "Company"), and Mecklenburg County, a political subdivision of the State of North Carolina (the "County").

Statement of Background and Intent

- A. The County issued a Request for Proposals (RFP Number 269-2010-183) dated March 19, 2010 requesting proposals from qualified firms to provide the County and other Participating Public Agencies with Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services hereafter referred to as ("Products"). This Request for Proposals, together with all attachments and any amendments, is referred to herein as the "RFP".
- B. The Company submitted a proposal in response to RFP Number 269-2010-183 on May 5, 2010. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."
- C. The County awarded this contract on July 6, 2010, to Company to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services to the County all in accordance with the terms and conditions set forth herein.
- D. Charlotte-Mecklenburg (herein "Lead Public Agency"), in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Master Agreement (herein "Participating Public Agencies"), competitively solicited and awarded the Master Agreement to the Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Master Agreement to Participating Public Agencies.

Lead Public Agency is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Master Agreement.

The Master Agreement shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at www.uscommunities.org. The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Master Agreement and the Company.

NOW, THEREFORE. for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

A G R E E M E N T

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A:	Contract Pricing, Discount Structures and Pricing Incentives
Exhibit B:	Installation Fees
Exhibit C:	National Network of Distributors and Certified Installers
Exhibit D:	U.S. Communities Administrative Agreement
Exhibit E:	Freight Rate Schedules
Exhibit F:	Product Warranties
Exhibit G:	Company's Proposal (not attached, but incorporated herein by reference)
Exhibit H:	RFP #269-2010-183 (not attached, but incorporated herein by reference)

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Agreement (including all Exhibits):

- 2.1. **AGREEMENT.** The term "Agreement" shall mean this Agreement including the Company's Proposal, the RFP and all attachments, exhibits, and addenda (all as defined in the Statement of Background and Intent).
- 2.2. **DOCUMENTATION.** The term "Documentation" shall mean all written, electronic, or recorded works, and all enhancements and updates thereto, that describe the use, functions, features, or purpose of the Products and Services, including without limitation all functional and technical specifications, end user manuals, guides and other materials which relate to the Products and Services, or which are necessary to fully utilize the Products and Services.
- 2.3. **DELIVERABLES.** The term "Deliverables" shall mean all equipment, materials, drawings, data, wiring, cable, installation services, incidentals and all other items that the Company is required to complete and deliver to the County in connection with this Agreement.
- 2.4. **DEFECT.** The term "Defect" shall mean any failure of the Products, or any component thereof, to conform fully to the Specifications and Requirements. Non-conformity is not a Defect if it results from the County's misuse, improper use, alteration, or damage of the Products.
- 2.5. **EFFECTIVE DATE.** The term "Effective Date" refers to the date this Agreement is fully executed by all parties to the Agreement.
- 2.6. **PARTICIPATING PUBLIC AGENCY.** The term shall mean any and all states, local governments, school districts, and higher education institutions and other public agencies and nonprofit organizations that have authority to purchase from another public agency's competitively solicited contract.

- 2.7. **PRODUCTS.** The term "Products" shall mean Playground Equipment, Surfacing, Site Furnishings, and Related Products that the Company agreed to provide in the Company's Proposal.
- 2.8. **SERVICES.** The term "Services" shall include all services that the Company agreed to provide in the Company's Proposal, including all design, assembly, installation, reporting, and optional work.
- 2.9. **SPECIFICATIONS AND REQUIREMENTS.** The term "Specifications and Requirements" shall mean all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products and Services which are set forth or referenced in: (a) this Agreement, including all Exhibits; (b) the Company's proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Products. Notwithstanding the forgoing, if the Company improves the Products or Services over time to incorporate new technology or improved features or functionality, and provided the improved Products or Services under this Agreement, the descriptions, specifications and requirements for such improvements shall be deemed part of the Specifications and Requirements. Also notwithstanding the forgoing, the Company's Bid shall only take precedence over the ITB to the extent the Company properly took exception to the terms of the ITB in the manner required by the ITB.
3. **TERM.**
The initial term of this Agreement will be for five (5) years from the Effective Date with an option to renew for two (2) additional one-year terms. This Agreement may be extended only by a written amendment to the contract signed by both parties.
4. **GENERAL DESCRIPTION OF PRODUCTS AND SERVICES.**
The Company shall provide the Products and Services in accordance with the terms of the Company's proposal, and in compliance with all other conditions, covenants, stipulations, terms and provisions contained in this Agreement.
5. **SHIPPING AND DELIVERY.**
All shipments shall be F.O.B. destination with freight charges prepaid and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's freight bill. Estimated freight charges shall be provided at the time of quotation utilizing the freight rate schedules incorporated into this Agreement as Exhibit E.
6. **INSTALLATION, MAINTENANCE AND SAFETY INSPECTIONS.**
The County and Participating Public Agencies shall be responsible for contracting installation services on a project-by project basis as needed. If included with purchase, all equipment shall be installed by a GameTime Installer in accordance with the standards established by the terms, specifications, drawings, and construction notes for each project and meet manufacturer's specifications and industry standards. County and Participating Public Agencies shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Participating Public Agency shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.
7. **COMPENSATION.**
- 7.1. The County shall pay the Company for Products and Services compliant with the Specifications and requirements of this Agreement based on the fixed percentage discounts from the current manufacturer's price index as identified and incorporated into this Agreement as Exhibit A.
- 7.2. The Company agrees the fixed percentage discounts will remain firm for the entire contract term.
- 7.3. Pricing shall remain in effect until December 31, 2011. Thereafter, the Company shall advise the Charlotte-Mecklenburg Procurement Services Department in writing of any proposed price increases no later than sixty (6) days prior to the effective date of the requested increase.

7.4. The Company shall be responsible for furnishing and delivering approved price lists and the most current catalogs to the County and other participating public entities, upon request.

7.5. The Company agrees that if a public agency is otherwise eligible for lower pricing through a federal, state, regional, or local contract, the Company will match the pricing.

8. **OPTIONAL WORK.**

The County and Participating Public Agencies may elect to request quotations for additional services not specifically listed in the Company's proposal or this Agreement. The Company shall provide quotations for optional products and services as requested, to provide a full turnkey solution.

9. **BILLING.**

Each invoice sent by the Company shall detail all items delivered which are necessary to entitle the Company to the requested payment under the terms of this Agreement. The Company shall mail all invoices to:

Mecklenburg County
Finance - Accounts Payable
600 East 4th St.
Charlotte, NC 28202

The County will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax.

10. **GENERAL WARRANTIES.**

Company represents and warrants that:

10.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;

10.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

10.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;

10.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;

10.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

10.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

11. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company represents warrants and covenants that:

11.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;

- 11.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 11.3 Neither the Services, nor any Deliverables provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 11.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.

12. **TERMINATION.**

- 12.1. *TERMINATION WITHOUT CAUSE.* The County may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the Company.
- 12.2. *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:
 - (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - (b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
 - (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

- 12.3. *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE COUNTY.* By giving written notice to the Company, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
 - (a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
 - (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

- 12.4. **CANCELLATION OF ORDERS AND SUBCONTRACTS.**
In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- 12.5. **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.**
Any termination of the Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 12.6. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new service provider access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate the Services to a new service provider; and (d) refund to the County all pre-paid Warranty Fees (other than pre-paid Warranty Fees for the then current year).
- 12.7. **NO SUSPENSION.** In the event that the County disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 12.8. **AUTHORITY TO TERMINATE.** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.
- 12.9. **AUDIT.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the County for the cost of the audit.
13. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Agreement, the Company shall cooperate with the County to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to the County as determined by the County in its sole discretion. The transition services that the Company shall perform if requested by the County include but are not limited to:
- a. Working with the County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- b. Notifying all affected service providers and subcontractors of the Company of transition activities;
- c. Performing the transition service plan activities;
- d. Answering questions regarding the products and services on an as-needed basis; and
- e. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

14. **AMENDMENTS.** In the event changes to the Agreement become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties which expressly references and is attached to this Agreement (an "Amendment"). The Amendment shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

In the event either party desires an Amendment, the party shall submit to the other party a proposed change. If the receiving party does not accept the Contract Amendment in writing within ten (10) days, the receiving party shall be deemed to have rejected the proposed change. If the parties cannot reach agreement on a proposed change, the Company shall nevertheless continue to render performance under this Agreement in accordance with its (unchanged) terms and conditions.

15. **INDEMNIFICATION.** The Company 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) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) copyright, trademark or patent infringement or other infringement of proprietary rights with respect to any of the Products or Services delivered to the County pursuant to this Agreement ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Agreement; or (iii) arising from the Company's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Agreement, 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, tangible or intangible; or (iv) arising from any claim that a Company employee or subcontractor is an employee of the County, including claims relating to worker's compensation, failure to withhold taxes and the like.

If an Infringement Claim occurs, the Company shall either: (i) procure for the County the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the System or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the County is directed to cease use of a Product or Service, the Company shall promptly refund to the County all amounts paid under this Agreement, other than Extended Maintenance Fees.

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

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

16. **INSURANCE.** Throughout the term of this Agreement, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Agreement, or in the event the Company fails to provide the County with the required certificates of insurance, the County shall be entitled to terminate this Agreement immediately upon written notice to the Company.

16.1. General Requirements.

- (a) The Company shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section and such insurance has been approved by the County. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.
- (b) All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the County with proof of insurance coverage by certificates of insurance accompanying this Agreement and shall name the County as an additional named insured under the commercial general liability.
- (c) 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 Company and/or subcontractor providing such insurance.

16.2. Types of Insurance. The Company agrees to purchase and maintain during the life of this Agreement with an insurance company, acceptable to the County, authorized to do business in the State of North Carolina the following insurance:

- (a) Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- (b) Commercial General Liability. Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of this Agreement.
- (c) Workers' Compensation Insurance. The Company shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The County shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Agreement. Certificates of all required insurance shall be furnished to the County and shall contain the provision that the County will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

It is understood that Playground Equipment will be in the care, custody, and control of the County or Participating Public Agency following installation. It is further understood that the Company cannot additionally insure the eventual owners of the equipment for Participating Public Agencies nationwide for any damages that result from lack of maintenance, inadequate supervision, negligence, or intentional acts

by anyone other than the Company or their affiliates; inadequate surfacing, or vandalism. The responsibility for maintenance and supervision belongs to the County or Participating Public Agency and the public user respectively.

17. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the County that may arise under law or under the terms of this Agreement.

18. **SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Agreement without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the County as a third party beneficiary.

11. **NON-DISCRIMINATION.** The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

The Company agrees that it will inform the County of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the County of the final disposition of such cases.

19. **AUDIT.** During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement or the County's payment obligations.

20. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the County in connection with this agreement. County data processed by the Company shall remain the exclusive property of the County. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the County in any manner except that contemplated by this agreement.

21. **WORK ON COUNTY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the County's premises, obey all instructions and directions issued by the County's project manager with respect to work on the County's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the County when on the County's premises.

22. **DRUG-FREE WORKPLACE.** The County is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

22.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

22.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any

available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations:

- 22.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 22.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 22.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 22.6. Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be ground for suspension, termination or debarment.

23. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

23.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For The Company:	For The County:
Don King	Karen Ruppe
PlayCore Wisconsin, Inc. dba GameTime	Charlotte-Mecklenburg Procurement Services
150 Playcore Drive	600 East 4 th Street
Fort Payne, AL 35967	Charlotte, NC 28202
Phone: 256.997.5255	Phone: 704.336.2992
Fax: 256.997.5455	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kruppe@ci.charlotte.nc.us
With Copy To:	With Copy To:
	Tyrone Wade
	Deputy County Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704.336.4135
	Fax:
	E-mail: Tyrone.Wade@mecklenburgcountync

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

24. **MISCELLANEOUS**

24.1. **ENTIRE AGREEMENT.** This Agreement, (including all Exhibits) and the Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter

herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

- 24.2. **AMENDMENT.** No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.
- 24.3. **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 24.4. **BINDING NATURE AND ASSIGNMENT.** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 25.10 constitute an assignment.
- 24.5. **FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Contract, and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied:
- (a) if such failure or delay:
 - i. could not have been prevented by reasonable precaution;
 - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
 - (b) An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Service Provider shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Service Provider continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
 - (c) Upon the occurrence of a Force Majeure Event, the Service Provider shall immediately notify the County by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Service Provider from performing its obligations for more than five (5) days, the County shall have the right to terminate this Agreement by written notice to the Service Provider.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Service Provider from the performance of its obligations under this Agreement.

An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force

Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the County shall have the right to terminate this Agreement by written notice to the Company.

- 24.6. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 24.7. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Agreement or the County in any manner without the prior written consent of the County. Notwithstanding the forgoing, the parties agree that the Company may list the County as a reference in responses to requests for proposals, and may identify the County as a customer in presentations to potential customers.
- 24.8. WAIVER. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 24.9. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the County shall have the option of terminating this Agreement by written notice to the Company. The Company shall notify the County within ten days of the occurrence of a change in control. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 24.10. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the County in connection with this Agreement.
- 24.11. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 24.12. TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

22.13 *WAIVER OF RIGHT TO JURY TRIAL.* The County and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.

25. **Non-Appropriation of Funds.** If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

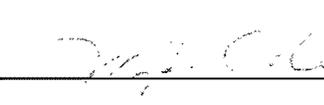
11.19

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

PLAYCORE WISCONSIN, INC.
dba GAMETIME:

ATTEST:



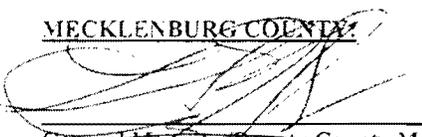


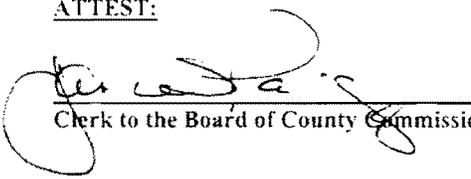
Company Signature
Donald R. King
Director of Sales Administration
Title

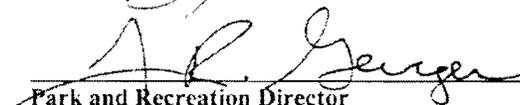
Mary Cole
Sales Administration Manager
Title

MECKLENBURG COUNTY:

ATTEST:





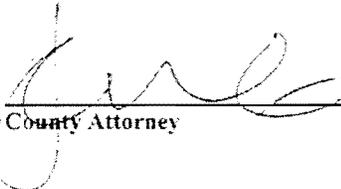
General Manager/Deputy County Manager

Park and Recreation Director

Clerk to the Board of County Commissioners

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

APPROVED AS TO FORM:

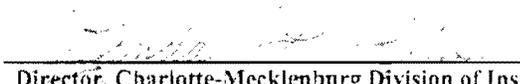




Finance Director

County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:



Director, Charlotte-Mecklenburg Division of Insurance Risk Management

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

BY: 
DIRECTOR OF FINANCE

EXHIBIT A
Contract Pricing and Discount Structures

The attached Pricing Sheets is incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and PlayCore-Wisconsin, Inc. dba GameTime (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.



GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361

REQUEST FOR PROPOSAL #269-2010-183

PRICING SCHEDULES

Accompanying Pricing Schedules:

1. *GameTime Year One U.S. Communities Contract Net Price List*
2. *Snug Year One U.S. Communities Contract Net Price List*
3. *GTImpax Year One U.S. Communities Contract Net Price List*
4. *Ultra Play Year One U.S. Communities Contract Net Price List*
5. *GT Grandstands Year One U.S. Communities Contract Net Price List*
6. *RCP Shelters Price List RCP402524015*
7. *GTH20 Year One U.S. Communities Contract Net Price List*
8. *Everlast Year One U.S. Communities Contract Net Price List*
9. *Spohn Ranch U.S. Communities Year One Budget Pricing*
10. *Recreation Equipment Manufacturing Year One U.S. Communities Contract Net Price List*
11. *GameTime Year One U.S. Communities Discounts and Installation charges*

GameTime Discounts:

- | | |
|--------------------------------------|------------------------------------|
| a. Equipment (including components): | 24% (see Quantity Discounts below) |
| Freestanding Events: | 16% |
| Snug Early Childhood Play Equipment: | 6% |
| PlayWorx GFRC ThemeScapes: | 6% |
| b. Surfacing: | 18% |
| c. Site Furnishing: | 6% |
| d. Related Products : | 6% |
| Fitness and Sports: | 9% |
| GTShade Structures and Shelters: | 4% |
| GTH20 Water Slides: | 3% |
| GTH20 Spray Grounds: | 3% |
| GTNets Climbing Nets: | 3% |
| Everlast Indoor Climbing Walls: | 10% |
| NatureROCKS Climbing Boulders: | 5% |
| Shelters: | 4% |

PRICING SCHEDULES

Dog Parks:	6%
Skate Parks:	6%
Drinking Fountains:	5%
e. Services:	All Services Net Pricing
Playground Equipment Installation	
Safety Surfacing Installation	
Sitework Services	
Community Build Supervision	
Design Services	
Maintenance and Repairs	
CPSI Initial Playground Safety Audit	
CPSI Low-Frequency Playground Safety Inspection	
CPSI Maintenance and Inspection Training (Quotations on a case-by-case basis)	

Volume Discounts:

Volume single purchases of composite play systems at U.S. Communities net pricing shall be eligible for an additional discount of 5% for orders totaling from \$50,000 to \$75,000; 10% from \$75,000 to \$100,000 and 15% for orders exceeding \$100,000.

Cash With Order Discount

Orders for playground equipment paid for at the time of placement are entitled to a 3% cash-with-order discount.

Product, Design and Price Comparison for Sample Playground Designs:

See Proposed Solutions, Tab 15

Installation Fees

See accompanying *GameTime Year One U.S. Communities Discounts and Installation charges*

Shipping and Delivery – Shipping Program

Shipments shall be f.o.b. destination with freight charges prepaid and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's Freight Bill. Estimated freight charges shall be provided at time of quotation utilizing the accompanying freight rate schedules.

Price Adjustments

Pricing shall remain in effect until December 31, 2011. Thereafter, GameTime pricing shall be adjusted the first of each year with the printing and distribution of the company's annual product catalogs.



GameTime

Division of PlayCore-Wisconsin, Inc.
150 PlayCore Drive, SE
Fort Payne, AL 35967
Telephone: (256) 997-5255
Facsimile: (256) 997-5455
Contact: Don King
E-mail: dking@gametime.com

Date: March 5, 2010

GAMETIME PROPOSAL

Charlotte Mecklenburg Procurement Services
Government Center, 9th Floor
600 East Fourth Street
Charlotte, NC 28202

Project: RFP 269-2010-183
Attention: Karen Ruppe
Telephone: 704/336-2992
E-mail: kruppe@charlotte.gov

We are pleased to submit our proposal to furnish GameTime products and services in accordance with the provisions and terms of RFP 269-2010-183 and as described herein. Enclosed are our design proposals, bid forms, price lists, discount schedule, product descriptions, material specifications, company qualifications and other data called for under this solicitation.

This proposal is subject to policies published in the 2010 GameTime Playground Design Guide and the following terms and conditions.

Pricing: shall be net, f.o.b. destination with freight charges prepaid, added and listed separately. Actual freight charges shall be added at time of invoicing as determined and supported by the carrier's Freight Bill. Estimated freight charges shall be provided at time of quotation utilizing the accompanying freight rate schedules.

GameTime offers most favored pricing and special discounts to those local public agencies participating in the U.S. Communities contract. Pricing shall remain in effect until December 31, 2011 and is subject to the applicable discounts stated herein.

GameTime pricing shall be adjusted the first of each year with the printing and distribution of the company's annual product catalogs.

Volume Discounts: volume single purchases of composite play systems at U.S. Communities net pricing shall be eligible for an additional discount of 5% for orders totaling from \$50,000 to \$75,000; 10% from \$75,000 to \$100,000 and 15% for orders exceeding \$100,000.

Orders: All orders shall be in writing on the buying entity's purchase order form or similar documentation. Open buying on the internet (OBI) is not currently available.

Shipment: shall be f.o.b. destination and commence within 3 - 4 weeks after our receipt and acceptance of the customer purchase order, color selections and approval of submittals, if required.

Terms of Sale: payment is due within 30 days from date of invoice for governmental agencies. Payments may be made by VISA, MasterCard or American Express. Orders for playground equipment paid for at the time of placement are entitled to a 3% cash-with-order discount.

Minimum Order: RFP 269-2010-183 purchases, other than replacement parts, require a minimum order of \$500.00.

Date: May 5, 2010

Project: RFP 269-2010-183

Packaging: all goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.

Receipt of goods: customer shall receive, unload and inspect goods upon arrival, reporting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

Installation: if included with purchase, shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Exclusions: this proposal excludes all site work and landscaping; removal of existing equipment; storage of goods prior to installation; drainage provisions; and safety surfacing borders unless purchased separately. Customer shall be responsible for providing a clear, level site for installation and for scheduling deliveries and coordinating installation.

Submittals: If required, GameTime shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

GameTime shall provide for each playground two sets of installation, assembly and maintenance instructions in accordance with our standard practices.

All composite playground designs and equipment shall comply with the current version of ASTM F 1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use; Handbook for Public Playground Safety Publication 325 by the U.S. Consumer Product Safety Commission; and the Guide to ADA Accessibility Guidelines for Play Areas published by the U.S. Access Board.

GAMETIME

Donald R. King
Director of Sales Administration

**GAMETIME YEAR ONE U.S. COMMUNITIES DISCOUNTS
AND INSTALLATION CHARGES**

Product Category	USC Discounts off Commercial Price	Installation Cost as % of Equipment Commercial Price			
		Total Commercial Price of Equipment per Site			
		<\$5,000	<\$10,000	<\$15,000	>\$15,000
Play Equipment	24%	42%	38%	35%	32%
GameTime Freestanding Events	16%	48%	43%	38%	36%
Snug Early Childhood Play Equipment	6%	Installation is not required			
PlayWorx GFRC ThemeScapes	6%	42%	38%	35%	32%
Site Furnishings	6%	45%	45%	40%	38%
Related Products					
Grandstands	6%	42%	38%	35%	32%
Shade Structures	4%	66%	60%	52%	46%
Shelters	4%	\$70.00 per man hour plus materials & equipment			
GTH20 Spray Grounds	3%	N/A	N/A	N/A	164%
GTH20 Water Sides	3%	N/A	56%	52%	48%
Fitness & Sports	9%	64%	53%	43%	38%
Indoor Climbing Walls	10%	60%	38%	35%	32%
NatureROCKS Climbing Boulders	5%	\$70.00 per man hour plus materials & equipment			
Independent Climbing Nets	3%	N/A	50%	43%	38%
Dog Parks	6%	48%	43%	38%	36%
Drinking Fountains	5%	60%; see Note 9 below			
Skate Parks	6%	Design & Installation estimate upon request			

Safety Surfacing	USC Discount	Installation Cost per Square Feet of Safety Surfacing Area			
		<2,000 sf	<4,000 sf	<6,000 sf	>6,000 sf
Engineered Wood Fiber	18%	\$0.56 sf	\$0.54 sf	\$0.52 sf	\$0.50 sf
Shredded Rubber Loose Fill		\$0.66 sf	\$0.64 sf	\$0.62 sf	\$0.60 sf
Recycled Rubber Tile		\$2.70 sf	\$2.40 sf	\$2.15 sf	\$2.05 sf
Synthetic Turf		Installation included in material price			
Poured-In-Place & Bonded Rubber		Installation included in material price			

Services	U.S. Communities Net Pricing
Play Area Design Services	No Charge
Sitework Services	\$70.00 per man hour plus materials & equipment
Community Build Layout & Supervision	\$725.00 per man day plus materials & equipment
Maintenance & Repairs	\$68.00 per man hour plus materials & equipment
CPSI Playground Initial Safety Audit	\$1,580.00 per playground; see Note 8 below
CPSI Low-Frequency Safety Inspection	\$790.00 per playground; see Note 8 below.

GAMETIME YEAR ONE U.S. COMMUNITIES DISCOUNTS AND INSTALLATION CHARGES

Notes:

- 1) All equipment to be installed in accordance with specifications by GameTime factory-certified professional installers.
- 2) Equipment shall be installed within four (4) weeks of product delivery, unless requested by agency to be delayed.
- 3) Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment unless other arrangements have been made.
- 4) Customer shall be responsible for providing a clear, level site and for coordinating the scheduling of all deliveries and installation.
- 5) Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.
- 6) Equipment installation pricing excludes all site work and landscaping; removal of existing equipment; storage of goods prior to installation; and drainage provisions. Call for an estimate for site services.
- 7) No additional charges for prevailing wages.
- 8) CPSI safety inspections and audits performed by an independent third-party. For multiple inspections, call for volume pricing.

EXHIBIT B

The attached Installation Rate Sheets are incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and PlayCore-Wisconsin, Inc. dba GameTime (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

**GAMETIME YEAR ONE U.S. COMMUNITIES DISCOUNTS
AND INSTALLATION CHARGES**

Product Category	USC Discounts off Commercial Price	Installation Cost as % of Equipment Commercial Price			
		Total Commercial Price of Equipment per Site			
		<\$5,000	<\$10,000	<\$15,000	>\$15,000
Play Equipment	24%	42%	38%	35%	32%
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Related Products					
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NatureROCKS Climbing Boulders	5%	\$70.00 per man hour plus materials & equipment			
Independent Climbing Nets	3%	N/A	50%	43%	38%
Dog Parks	6%	48%	43%	38%	36%
Drinking Fountains	5%	60%; see Note 9 below			
Skate Parks	6%	Design & Installation estimate upon request			

Safety Surfacing	USC Discount	Installation Cost per Square Feet of Safety Surfacing Area			
		<2,000 sf	<4,000 sf	<6,000 sf	>6,000 sf
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Shredded Rubber Loose Fill		\$0.66 sf	\$0.64 sf	\$0.62 sf	\$0.60 sf
Recycled Rubber Tile		\$2.70 sf	\$2.40 sf	\$2.15 sf	\$2.05 sf
Synthetic Turf		Installation included in material price			
Poured-In-Place & Bonded Rubber		Installation included in material price			

Services	U.S. Communities Net Pricing
Play Area Design Services	No Charge
Sitework Services	\$70.00 per man hour plus materials & equipment
Community Build Layout & Supervision	\$725.00 per man day plus materials & equipment
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CPSI Playground Initial Safety Audit	\$1,580.00 per playground; see Note 8 below
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GAMETIME YEAR ONE U.S. COMMUNITIES DISCOUNTS AND INSTALLATION CHARGES

Notes:

- 1) All equipment to be installed in accordance with specifications by GameTime factory-certified professional installers.
- 2) Equipment shall be installed within four (4) weeks of product delivery, unless requested by agency to be delayed.
- 3) Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment unless other arrangements have been made.
- 4) Customer shall be responsible for providing a clear, level site and for coordinating the scheduling of all deliveries and installation.
- 5) Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.
- 6) Equipment installation pricing excludes all site work and landscaping; removal of existing equipment; storage of goods prior to installation; and drainage provisions. Call for an estimate for site services.
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- 8) CPSI safety inspections and audits performed by an independent third-party. For multiple inspections, call for volume pricing.

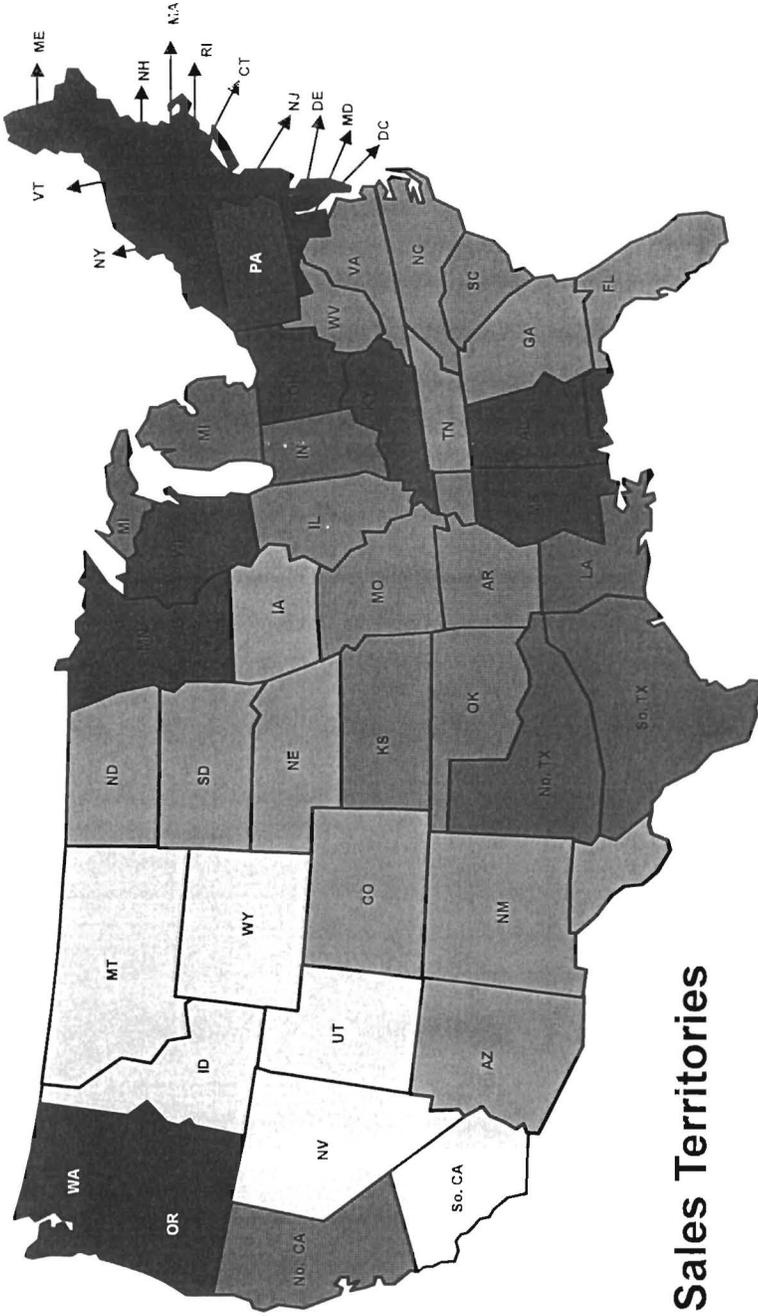
Exhibit C

The attached National Network of Distributors and Certified Installers is incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and PlayCore-Wisconsin, Inc. d/ba GameTime (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.



Enriching Childhood Through Play-

150 GameTime Drive
 Ft Payne, AL 35967
 (800) 633-2394



GameTime Domestic Sales Territories

- | | | | | | | | | | |
|---|--|---|---|---|--|---|--|---|---|
|  | Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com |  | California Sports and Rec.
1030 Railroad Avenue, Suite B
Novato, CA 94945
Tel: (415) 899-9090
Fax: (415) 899-9050
Website: www.calsportsrec.com |  | IPR, Inc.
1481 South King St. #226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501 |  | SiteLines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com |  | David Williams & Associates, Inc.
PO Box 3315
741 S. Sawburg Avenue
Alliance, OH 44601
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com |
|  | Great Western Park & Playground
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpaark.com |  | Cunningham Associates, Inc.
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamassoc.com |  | Marturano Recreation Co.
PO Box 449
Brick Town, NJ 08723
Tel: (800) 822-0070
Fax: (732) 458-1165 |  | Total Recreation Products
12022 C. Knigge C. Rec. f
Cypress, TX 77429
Tel: (832) 237-3100
Fax: (832) 237-3895 |  | Marturano Recreation Co.
PO Box 449
Brick Town, NJ 08723
Tel: (800) 822-0070
Fax: (732) 458-1165 |
|  | Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpic.com |  | J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012 |  | Premier Recreation Product, Inc.
PO Box 65167
West Des Moines, IA 50265
Tel: (800) 669-1751
Fax: (515) 279-2545 |  | West Recreation, Inc.
PO Box 487
Queentown, MD 21656
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com | | |

Canadian Distributors:

Crozier Agencies Central Canada
 Park-N-Play Design Alberta
 Suttle Agencies Western Canada
 Tessier Recreoo-Parc Quebec

International Distributors:

Alomar	Spain
Al Ryadh Gourp	Kuwait
Claridge House	Hong Kong
ELBI, S.P.A.	Italy
Ermis, Ltd	Greece
Fortress Play	Ireland
GameTime Mexico	México
GB Sport & Leisure	United Kingdom
Impactmedia Limitada	Chile
Intercodam Infra	Netherlands, Belgium
LedoPlay	China
Park & Play (S)	Singapore
San-Ei Corp.	Japan
Tenhut Trading	Saudi Arabia
SKK Enterprises	UAE

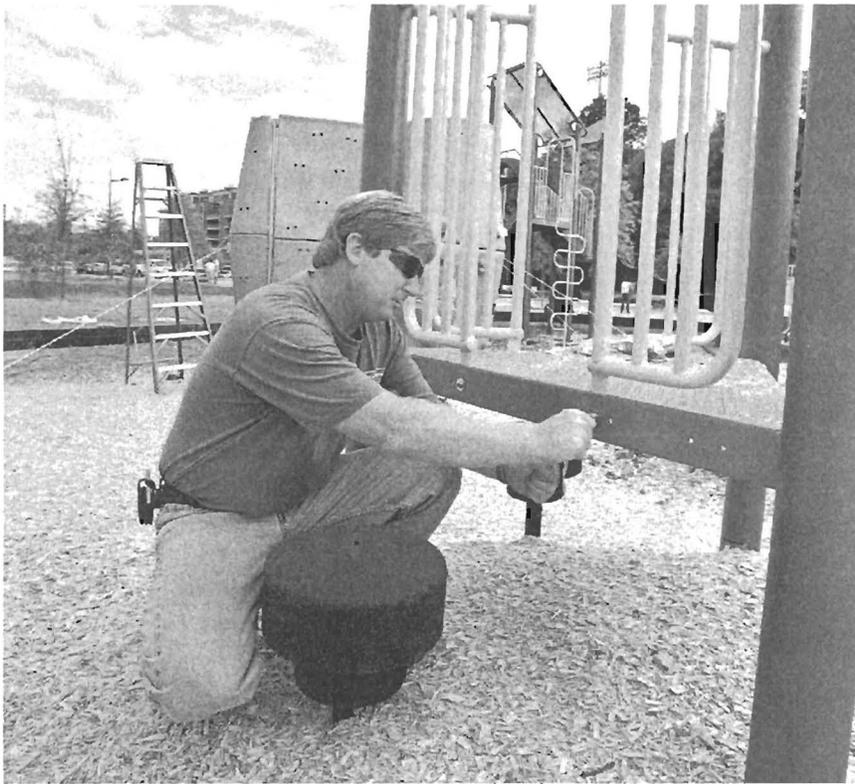
Internationals Territories



Enriching Childhood Through Play.®

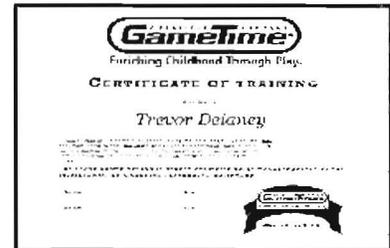


Our Installers



Our installers go through classroom and field training to ensure they know how to install our equipment.

Certificates are issued to installers after completion of our course, signifying they are trained to install GameTime equipment.



Installers who share our vision

It isn't enough to send our installers to a third party certification program. We want to meet them, teach them, and make sure they know how to install *our* products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

That's why at GameTime we offer an intensive training course at our facility. We want to make sure our installers know safety regulations, industry standards, and how they apply when installing our equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications.

Certification Matters

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First, attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and new industry information. They also are instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground holes, recognize and avoid underground utilities, and use the tools needed to ensure an accurate installation.

The course also includes a lecture series, with focuses on risk management, insurance, and many other topics that will give installers the knowledge and skills to make your playground everything you expect it to be. By completing our training, we can have the confidence that no matter where they are in the US, all of our

playgrounds are being installed correctly, expertly, and to the exacting standards that we maintain throughout all of our processes.

Upon completion of the course our installers sign a contract that we share with our sales force, so that when scheduling an installation our representatives know who to choose to get the job done right. This manufacturer specific training course is unique to GameTime alone, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you should trust us to be your playground company.

EXHIBIT C

b

Bitting - DSF Contracting LLC

7 South Main Street
Fairchance, PA 15436
Bus: (724) 564-7645
Mobile: (724) 880-5568
E-mail: dsfcontracting@verizon.net

Bitting - Womer Landscaping, Inc.

1347 Bunting Street
Pottsville, PA 17901
Bus: (570) 544-4068
Mobile: (570) 640-4771
Bus Fax: (570) 544-2503
E-mail: lrw21@infi.net

c

California Sports & Rec. - AMAC Construction

5600 Imhoff Dr.
Suite E
Concord, CA 94520
Bus: (925) 356-2619
Mobile: (925) 567-6285
Bus Fax: (925) 356-2224
E-mail: andy@amac2.com

California Sports & Rec. - Biland Construction Company

P.O. Box 1095
Rio Vista, CA 94571-3095
Bus: (707) 374-5703
Mobile: (925) 260-0083
Bus Fax: (707) 374-5718
E-mail: Bilandco@frontiernet.net

California Sports & Rec. - Blanchard Construction

5010 Stirling Street
Granite Bay, CA 95746
Bus: (916) 791-7127
Home: 2011
Mobile: (707) 483-4943
Bus Fax: (916) 791-7147
E-mail: blanchardconstruction@msn.com

California Sports & Rec. - Certified Playground Services

1558 East Colonial Parkway
Roseville, CA 95661
Bus: (916) 786-0586
Mobile: (916) 802-6285
Bus Fax: (916) 786-0586
E-mail: stevespeegle@surewest.net

California Sports & Rec. - Community Playgrounds, Inc.

1620 Grant Avenue, Suite 5
Novato, CA 94947
Bus: (415) 892-1707
Home: 2011
Bus Fax: (415) 892-3132
E-mail: cwear@commplay.us

California Sports & Rec. - Flair-T Construction

2760 Lacy Lane,
Sacramento, CA 95821
Bus: (916) 483-8281
Bus Fax: (916) 483-0539
E-mail: flair-t@pacbell.net

California Sports & Rec. - G & G Builders

3589 Nevada Street, Suite B
Pleasanton, CA 94566
Bus: (925) 846-9023
Mobile: (925) 570-7606
Bus Fax: (925) 846-9152
E-mail: lebowski1099@yahoo.com

California Sports & Rec. - Playgrounds Unlimited

1175 Willow Avenue
Sunnyvale, CA 94086
Bus: (408) 244-9848
Home: 2010
Mobile: (408) 639-4565
Bus Fax: (408) 244-9847
E-mail: mikea@playgroundsunlimate.net

California Sports & Rec. - Shawn T. Gardner Builders

2882 Robert Court
Redding, CA 96002
Bus: (530) 222-2771
Bus Fax: (530) 222-3269
E-mail: krygard@infostations.com

California Sports & Rec. - Who Built Creative Builders

80 Alta Dr.
Petaluma, CA 94954

P.O. Box 5207
Petaluma, CA 94955
Bus: (707) 763-6210
Home: 2011
Bus Fax: (707) 658-2513
E-mail: jana@whobuilt.biz

California Sports & Rec. -TD Grogan Construction

15360 W. "G" Street
Kerman, CA 93630
Bus: (559) 842-7420
Bus Fax: (559) 842-7420
E-mail: mvj324@kermantel.net

EXHIBIT C

C

Cunningham - BaiWil, Inc.

138 Dogwood Lane
Mocksville, NC 27028
Bus: (336) 909-0938
Mobile: (336) 909-0938
Bus Fax: (336) 751-5048
E-mail: billmarrs63@yadtel.com

**Cunningham - CLS Outdoor Services
Loudenbeck, Chris**

112 Nivens Drive
Ataka, TN 38004
Bus: (901) 428-8836
E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services-07

8019 E. Old Jessup Road
PO Box 1098
Jessup, MD 20794
Bus: (410) 799-7745 or 877-799-7745
Mobile: (410) 365-0502
Bus Fax: (410) 579-1284
E-mail: Custompark@comcast.net

Cunningham - D & B Construction

16600 Stage Road
Lanexa, Virginia 23089
Bus: (804) 966-7515
Home: 2011
Mobile: (804) 307-6799
Bus Fax: (804) 966-7516
E-mail: darryl@dbconstruction.us
E-mail 2: darryl@dbconstruction.us

**Cunningham - Moore Recreational
Products, Inc.**

PO Box 472747
Charlotte, NC 28247
Bus: (704) 571-8741
Mobile: (704) 905-3665
Bus Fax: (704) 643-1369
E-mail: tmoore20@carolina.rr.com

**Cunningham - Ozark Mountain
Installations, Inc.**

9706 Lawrence 2237
Monett, MO 65708
Bus: (417) 235-9475
Bus Fax: (417) 236-0897

Cunningham - R K Construction

9414 Capitol Ave.
Omaha, NE 68114
Bus: (402) 697-0180
Home: 2009
Mobile: (402) 658-3357
Bus Fax: (402) 697-4939

**Cunningham - Reese Construction
Company**

6801 Branton Dr.
Cary, NC 27519
Bus: (919) 387-6388
Mobile: (919) 427-4685
Bus Fax: (919) 362-1808
E-mail: clintreese@earthlink.net

**Cunningham - Shamblin Construction,
Inc.**

334-C Call Road
Sissonville, WV 25320
Bus: (304) 984-1948
Mobile: (423) 437-0337
Bus Fax: (304) 984-2303
E-mail: Farmboyeieieio@aol.com

**Cunningham - Triad Property Services,
Inc.**

4101 Enchanted LN
Greensboro, NC 27406
Bus: (336) 378-1541
Mobile: (336) 337-1930
Bus Fax: (336) 378-1541
E-mail: brentattps@triad.rr.com

d

Dawson - Fontaine's Restorative Services

68 N 4th Street
Santa Rosa Beach, FL 32459
Bus: (850) 376-2500
Home: 2009
E-mail: mfontaine2001@hotmail.com

Dawson, J. A.

P.O. Box 1178
Pelham, AL 35124
Bus: (205) 663-5058
Mobile: (205) 365-7721
Bus Fax: (205) 663-5012
E-mail: Stein, Vera

Dominica - Captain & Associates, Inc.

33643 E. Lake Joanna Dr.
Eustis, FL 32736
Bus: (352) 735-0172
Mobile: (407) 701-1629
Bus Fax: (352) 735-0172
E-mail: capt_and_assoc@earthlink.net

Dominica - Childish Creations

1625 Executive Dr. South
Duluth, GA 30096
Bus: (770) 279-7777
Bus Fax: (770) 279-9699
E-mail: davidgreene@kidskids.com

d**Dominica - John Fitzgerald, Inc.**

P.O. Box 655
Sanford, FL 32772

412 Mattie St.
Sanford, FL 32773
Bus: (407) 323-8822
Mobile: (407) 920-2256
Bus Fax: (407) 323-0999
E-mail: fitzgeraldine@directvinternet.com

Dominica - Outdoor Construction Company

318 Patterson Road
Lawrenceville, GA 30044
Bus: (770) 995-8430
Mobile: (678) 234-7489
Bus Fax: (770) 338-9318
E-mail: occga@aol.com

g**Great West Park&Play - Evans Recreation Installations**

P.O. Box 42607
Las Vegas, Nevada 89116
Bus: (702) 271-8170
Home: 2011
Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park&Play - JET Construction

P.O. Box 1724
Carson City, NV 89702
Bus: (775) 841-5781
Mobile: (775) 691-9022
Bus Fax: (775) 841-5781
E-mail: ccnvthompsons@att.net

Great West Park&Play - K.C. Equipment

270 E. Douglas Ave, STE 102B
El Cajon, CA 92020
Bus: (619) 443-9730

Great West Park&Play - Kleen Play

1244 Santa Anita Avenue STE. "I"
South El Monte, CA 91733
Bus: (626) 448-1246
Bus Fax: (626) 448-2134
E-mail: Kleen

Great West Park&Play - Linnert Builders

1675 No. Shaffer St.
Orange, CA 92867
Bus: (714) 606-4951
Mobile: (714) 606-4951
Bus Fax: (714) 974-4393
E-mail: blinnert@socal.rr.com

Great West Park&Play - Malibu Pacific Tennis Courts, Inc.

31133 Via Colinas, #107
Westlake Village, CA 91362
Bus: (818) 707-3797
Mobile: (818) 991-7445
Bus Fax: (818) 706-1951

Great West Park&Play - MSI Companies

4820 Quality CT
Las Vegas, NV 89103
Bus: (702) 891-8912
Bus Fax: (702) 891-0517
E-mail: bbailes@msicomapnies.net

Great West Park&Play - Park Specialties

1917 Rainbow Valley Blvd
Fallbrook, CA 92028
Bus: +1 (800) 399-8484
Bus Fax: +1 (760) 728-1177
E-mail: parkspec@cts.com

Great West Park&Play - Premium Construction Company

2697 Lavery CT. Unit 10
Newbury Park, CA 91320
Bus: (805) 484-6000
Home: 2007
Mobile: (805) 797-0474
Bus Fax: (805) 484-6202
E-mail: Janice@Premiuminstall.com

Great West Park&Play - PSI

1747 Colgate Drive
Thousand Oaks, CA 91360
Bus: (805) 494-3401
Bus Fax: (805) 494-3343
E-mail: gdonahoe@ixnetoom.com

Great West Park&Play - Quality Time Recreation

1973 W. North Temple
Salt Lake City, UT 84116
Bus: (801) 359-9516
Bus Fax: (801) 359-9519
E-mail: qualitytime@qwest.net

Great West Park&Play - Rasco Construction, Inc.

6588 West 10900 North
Highland, Utah 84043
Bus: (801) 360-1723
Bus Fax: (801) 768-8354

Great West Park&Play - Recreation Installation

2673 F Avenue
Ogden, Utah 84401
Bus: (801) 388-6980
Bus Fax: (801) 393-2745

g**Great West Park&Play - Recreation Masters -06**

11350 Lorene Street
Whittier, CA 90601
Bus: +1 (562) 463-3636
Bus Fax: +1 (562) 463-5336
E-mail: abcplaygrounds@hotmail.com

Great West Park&Play - Richardson Construction, Inc.

2207 W. Gowan Road
Las Vegas, NA 89032
Bus: (702) 647-2200
Mobile: (702) 324-8912
Bus Fax: (702) 647-7340
E-mail: richardson2207@aol.com

Great West Park&Play - Robert C. O'Neill Construction

4255 Gander Lane
Carson City, Nevada 89704
Bus: (775) 721-7019
Bus Fax: (775) 849-7639
E-mail: rcoconst@aol.com

Great West Park&Play - Zasueta Contracting, Inc.

PO Box 866
Spring Valley, CA 91976
Bus: (619) 589-0609
Mobile: (619) 843-4047
Bus Fax: (619) 697-6031
E-mail: ezplaygrounds@cox.net

m**Marturano - ACM Construction & Consulting, Inc.**

P.O. Box 179
Buchanan, NY 10511
Bus: (914) 739-6858
Bus Fax: (914) 736-0554
E-mail: madenc@acmplaygrounds.com

Marturano - Advanced Contracting Concepts, Inc.

P.O. Box 424
Patterson, NY 12563
Bus: (845) 878-7242
Home: (845) 878-7242
E-mail: acci@rcn.com

Marturano - Buzz Burger Incorporated

13 Twin Pine Way
Glen Mills, PA 19342
Bus: (610) 399-3035
Home: 2011
Mobile: (610) 304-9040
Bus Fax: +1 (610) 399-3375
E-mail: buzz@buzzburgerinc.com

Marturano - CMJ Construction, Inc.

40 fenton way
Bangor, ME 04401
Bus: (207) 942-2958
Mobile: (207) 852-7557
Bus Fax: (207) 942-5776
E-mail: Chaddah@aol.com

Marturano - Dakota Excavating Contractor, Inc.

200 East Church St.
Bergenfield, NJ 07621
Bus: (201) 439-1000
Mobile: (201) 954-5301
Bus Fax: (201) 439-0444
E-mail: opiedak@aol.com

Marturano - Harris Fence Corporation

4492 Rt. 130
Burlington, NJ 08016
Bus: (609) 387-4050
Mobile: (609) 517-7613
Bus Fax: (609) 387-0277
E-mail: harrisfence@prodigy.net

Marturano - Improved Property Services, Inc.

14 Dover Lane
East Windsor, NJ 08520
Bus: (609) 443-8386
Bus Fax: (609) 443-1706
E-mail: IPS6094438386@aol.com

Marturano - Lobo Construction Services, Inc.

426 South Country Road
Brookhaven, NY 11719
Bus: +1 (631) 286-6184
Home: 2011
Mobile: (516) 807-8462
Bus Fax: (631) 286-6194
E-mail: loboservices@yahoo.com

Marturano - Makrancy's Quality Landscapes & Flowers, Inc. Cipollone, Gerald

947 Kuser road
Trenton, NJ 08619
Bus: (609) 587-0477
Home: 2011
Bus Fax: (609) 587-3963
E-mail: LSMAKLAND@att.net

EXHIBIT C

m

Marturano - Mark & Brothers Playground Co., Inc.

615 East 168 Street
Bronx, New York 10456
Bus: (718) 378-4800
Bus Fax: (718) 378-4801
E-mail: mbpinc@gmail.com

Marturano - P. Corsetti, Inc.

700 Waverly Avenue
Mamaroneck, NY 10543
Bus: (914) 698-5024
Mobile: (914) 403-4346
Bus Fax: (914) 698-6746
E-mail: acorsetti@prodigy.net

Marturano - Park Constructors Corporation

P.O. Box 5004
Limerick, PA 19468
Bus: (610) 970-8846
Home: 2011
Mobile: (610) 310-5926
Bus Fax: (610) 970-4719
E-mail: parkconstructors@aol.com

Marturano - Richard Picerno Builders LLC

500 Hoiles Drive
Kenilworth, NJ 07033
Bus: (908) 241-4331
Home: 2011
Bus Fax: (908) 241-7854
E-mail: TGiordano@sureplayinternational.com

Marturano - Scott Construction of Rochester, Inc.

1299 S. Plymouth Ave.
Rochester, NY 14611

P.O. Box 31797
Rochester, NY 14603
Bus: (585) 235-8660
Mobile: (585) 370-6331
Bus Fax: (585) 232-4423

Marturano - Silagy Landscaping, Inc.

614 Old Post Road
Edison, NJ 08817
Bus: (732) 287-5544
Mobile: (732) 921-0780
Bus Fax: (732) 287-8978

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
East Orange, NJ 07017
Bus: (973) 674-9191
Home: 2011
Bus Fax: (973) 674-2834
E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
Gasport, NY 14067
Bus: (716) 772-5510
Mobile: (716) 913-5957
Bus Fax: (716) 772-2414

Marturano - Vanas Construction Co., Inc.

249 Leonia Ave.
Bogota, NJ 07603
Bus: (201) 883-1944
Home: 2011
Bus Fax: (201) 883-1594
E-mail: bob.vanas@att.net

Marturano - Whirl Construction

187 Main Street,
P.O. Box 110
Port Monmouth, NJ 07758
Bus: (732) 495-3715
Mobile: (732) 496-5705
Bus Fax: (732) 495-6133
E-mail: info@whirlconstruction.net

Minnesota&Wisc. - C.K.&C. Installation, Inc.

10150 264th Avenue
Zimmerman, MN 55398
Bus: (763) 856-4466
Mobile: (612) 747-5486
Bus Fax: (763) 856-0197
E-mail: ztron@sherbtl.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
Lakeville, MN 55044
Bus: (952) 469-3439
Bus Fax: (952) 469-3430

p

Premier Recreation - Carlson Consulting and Contracting

1150 Prospect Blvd.
Waterloo, Iowa 50701
Bus: (319) 234-8965
Bus Fax: (319) 234-8965
E-mail: landrn1@msn.com

Premier Recreation - Millenium, Inc. Jones, Dave

320 E. Indiana
Rapid City, SD 57701
Bus: (605) 721-8647
E-mail: Milleniumdave@rushmore.com

EXHIBIT C

P

Premier Recreation - RK Construction

9414 Capitol Ave.
Omaha, NE 68114
Bus: (402) 697-0180
Mobile: (402) 658-3357
Bus Fax: (402) 697-4939

R

RCI - D C Install, LLC.

503 Niagara
E. Alton, Illinois 62074
Bus: (618) 531-0848
Bus Fax: (618) 258-9007
E-mail: Donchatham@charter.net

RCI - Elanar Construction Company

P.O. Box 2446
Glenview, IL 60025
Bus: (847) 657-0404
Home: 2009
Mobile: (773) 908-7629
Bus Fax: (847) 657-0303
E-mail: rossiburn@hotmail.com
E-mail 2: ross@elanar.com

RCI - Fence Builders of Illinois, Inc.

1129 E. Treeline Dr.
Lockport, IL 60441
Bus: +1 815/836-8064
Mobile: +1 815/790-1687
Bus Fax: +1 815/588-0737

RCI - Green-UP Landscape

13520 S. Budler Road
Plainfield, IL 60544
Bus: (815) 372-3000
Mobile: (815) 693-1833
Bus Fax: (815) 372-3005
E-mail: greenupbrs@aol.com

RCI - Kay Jay Construction, Inc.

P.O. box 431
Tinley Park, IL 60477
Bus: (815) 469-9093
Home: 2011
Mobile: (708) 473-2608
Bus Fax: (815) 469-9075
E-mail: denkath75@ameritech.net

RCI - Kenneth Company, The

751 N. Bolingbrook Dr. #12
Bolingbrook, IL 60440
Bus: (630) 679-2750
Mobile: (630) 514-3632
Bus Fax: (630) 679-1070
E-mail: kcoffice@aol.com

RCI - M/M Peters Construction, Inc.

178 S. Western Avenue
Aurora, IL 60506
Bus: (630) 742-4729
Home: 2010
Bus Fax: (630) 896-2969
E-mail: Raech525@yahoo.com

RCI - Monkebar Builders, L.L.C.

1236 E. Empire
Bloomington, IL 61701
Bus: (309) 829-1111
Home: 2007
Bus Fax: (309) 829-5555

RCI - Play-N-Scape, Inc.

190 Briarwod Drive
Crystal Lake, IL 60014
Bus: (815) 693-2769
Home: 2011
Mobile: (815) 459-6758
Bus Fax: (815) 459-5790
E-mail: playnscape@yahoo.com

S

Sinclair Recreation - Dan Shaw Construction

3315 Adirondack Dr.
Fort Wayne, Indiana 46816
Bus: (260) 447-8364
Mobile: (260) 402-0203
Bus Fax: (260) 441-2501
E-mail: dshaw124@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
Brighton, MI 48116
Bus: (517) 545-7122
Bus Fax: (517) 545-7144
E-mail: craig@buildingfun.com

Sinclair Recreation - P.S. Contracting, LLC

6022 147th Avenue
Holland, MI 49423
Bus: (616) 546-2511
Mobile: (616) 218-3511
Bus Fax: (616) 546-2511
E-mail: pscontracting@sbcglobal.net

Sinclair Recreation - Play Builders LLC

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345

EXHIBIT C

S

Sinclair Recreation - Rent A Son

7901 Love Joy Road
Byron, MI 48418
Bus: (517) 223-2232
Bus Fax: (517) 223-2232
E-mail: Wuert3@aol.com

Sinclair Recreation - Wooden Works, The

16608 Greensboro Dr.
Westfield, IN 46074
Bus: (317) 867-0034
Mobile: (317) 402-6883
Bus Fax: (317) 867-0034
E-mail: playgroundsindy@yahoo.com

Sitelines - Chinook Properties, Inc.

33724 Hood Canal Dr. N.E.
Kingston, WA 98346
Bus: 360/638-2457
Mobile: +1 360/239-2169
Bus Fax: +1 360/638-2458
E-mail: chinookproperties@centurytel.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Mobile: (503) 860-1776
Bus Fax: (503) 245-4872

Sitelines - L.W. Sundstrom, Inc.

18063 Renton Maple Valley Road SE
Maple Valley, WA 98038
Bus: (425) 413-8158
Home: 2011
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len.lws@comcast.net

**Sitelines - Picture Perfect Playgrounds
Stoddard, Curtis**

P.O. box 807
Ashton, ID 83420
Bus: (208) 652-3284
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: Curtis@pictureperfectplaygrounds.com

**Sitelines - Precision Commercial
Contractors, Inc.**

5112 S.E. 49th Avenue
Portland, OR 97206
Bus: (503) 630-5447
Bus Fax: (503) 630-5510
E-mail: precisioncc@hotmail.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R + R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2011
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

Sitelines - Rolyn Construction

P.O. Box 4157
Spanaway, WA 98387
Bus: (253) 847-5595
Mobile: (253) 229-4767
Bus Fax: (253) 843-9416
E-mail: Rolyn45@aol.com

Sitelines - White River Fence Co.

202 Schmid Street
Enumclaw, WA 98022
Bus: (252) 261-7465
Home: 2011
Mobile: (252) 261-7465
Bus Fax: (360) 802-0692
E-mail: zebo@eskimo.com

**Southwest Park - Eagleton Construction,
Inc.**

P.O. Box 1810
Fort Worth, TX 76101
Home: +1 2006
Mobile: (817) 319-1074
Bus Fax: +1 817/882-8968
E-mail: REagleton@sbcglobal.net

Southwest Park - Ohman Enterprises LLC

206 Bellaire Drive
Hot Springs, AR 71901
Bus: (501) 617-8530
Bus Fax: (501) 627-0747
E-mail: ohmanenterprises@yahoo.com

Southwest Park - Parks For Play

1250 Salt Creek Road
Springtown, TX 76082
Bus: (817) 629-8195
Home: 2010
Bus Fax: (817) 220-1024
E-mail: jcandmdw@netscape.com

S**Southwest Park - R.Q.C., Inc.**

P.O. Box 690
Welliston, OK 74881
Bus: (405) 356-2628
Home: 2011
Mobile: (405) 831-5701
Bus Fax: (405) 356-2589
E-mail: contracting@rqcinc.com

Southwest Park - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2008
Bus Fax: (806) 358-4222
E-mail: rghall1@cox.net

**SouthWest Park - Simmons Builders
General Contractor, Inc.**

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Bus Fax: (972) 355-2902
E-mail 2: simmonsbuilders@comcast.net

**Southwest Park&Playground - Walk In
The Park Construction**

P.O. Box 153886
Irving, Texas 75075
Bus: (972) 953-0598
Bus Fax: (214) 493-1150
E-mail: scottjwalkinthepark@verizon.net

t**Total Recreation - Cohoe Construction**

725 Patterson Avenue
San Antonio, TX 78209
Bus: (210) 822-3011
Home: 2011
Mobile: (210) 573-8936
Bus Fax: (210) 822-3011
E-mail: gc20699@aol.com

Total Recreation - Barcon Construction

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
E-mail: bart.pasini@yahoo.com

**Total Recreation - Highlander
Construction, Inc.**

2369 Benrus Boulevard
San Antonio, TX 78228
Bus: (210) 241-5242
Bus Fax: (210) 431-3000
E-mail: MyHighlander2007@aol.com

Total Recreation - R.H. Construction

26316 Cloverland Rd
Lacombe, LA 70445
Bus: (985) 640-0575
Home: 2011
Mobile: (504) 508-0929
Bus Fax: (985) 882-4702
E-mail: RhCGC@Bellsouth.net

Total Recreation - Wade Contractors, Inc.

230024 Yupon
Porter, TX 77365
PO Box 250
Porter, TX 77365
Bus: (281) 354-1934
Mobile: (713) 805-8176
Bus Fax: (281) 354-1875
E-mail: Wade Contractors, Inc.

**Total Recreation - Walk In The Park
Construction**

P.O. Box 153886
Irving, Texas 75075
Bus: (972) 953-0598
Bus Fax: (214) 493-1150
E-mail: scottjwalkinthepark@verizon.net

**Triple M Recreation - D.A. Lewis
Construction, Inc.**

405 Maple St., Suite A-103
Ramona, Ca 92065
Bus: (760) 788-0100
Mobile: (760) 703-3706
Bus Fax: (760) 788-8718
E-mail: doug@dalewisconstruction.com

Triple M Recreation - G & G Builders

3589 Nevada Street, Suite B
Pleasanton, CA 94566
Bus: (925) 846-9023
Home: 2007
Mobile: (925) 570-7606
Bus Fax: (925) 846-9152
E-mail: lebowski1099@yahoo.com

**Triple M Recreation - Greenhouse, Inc.,
The**

1950 Cooper Loop
Las Cruces, NM 88005
Bus: (505) 523-1491 ext. 18
Mobile: (505) 649-0521
Bus Fax: (505) 526-7819
E-mail: cindy@thegreenhouseinc.biz

**Triple M Recreation - Hansen & Prezzano
Builders LLC**

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: HPrezzano@netscape.net

EXHIBIT C

t

Triple M Recreation - Premier Construction Corporation

P.O. Box 773
Vail, AZ 85641
Bus: (520) 429-5245
Home: 2011
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

w

West - Custom Park Services

8019 E. Old Jessup Road
PO Box 1098
Jessup, MD 20794
Bus: (410) 799-7745 or 877-799-7745
Mobile: (410) 365-0502
Bus Fax: (410) 579-1284
E-mail: Custompark@comcast.net

West - Grass roots, Inc.

501 W. Central Avenue
Davidsonville, MD 21035
Bus: (301) 858-0766
Bus Fax: (301) 858-1034
E-mail: getgrassroots@aol.com

West - Jones & Sons Contracting

11409 Boltomley Road
Thurmont, MD 21788
Bus: (301) 898-3743
Bus Fax: (301) 898-3743
E-mail: lannajones@msn.com

West - Play Structure Plus

6 West Fairview Avenue
Middletown, DE 19709
Bus: (302) 528-8791
Bus Fax: (302) 376-3010
E-mail: mark@playspi.com

Williams, David - C & W Construction

2101 Western Ave.
Alliance, OH 44601
Bus: (330) 823-5256
Mobile: (330) 495-8590

Williams, David - G.T.I.

P.O. Box 418
Harrison, Ohio 45030
Bus: (812) 576-1301
Mobile: (513) 309-9423
Bus Fax: (812) 576-1301

Williams, David - Playground Equipment Services, LLC

3475 West Fork Road
Cincinnati, Ohio 45211
Bus: (513) 886-4868
Bus Fax: (513) 661-5346
E-mail: PESDAN@cinci.rr.com

Williams, David - Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Bus Fax: (513) 353-4760
E-mail: toddschunk@fhtm.us

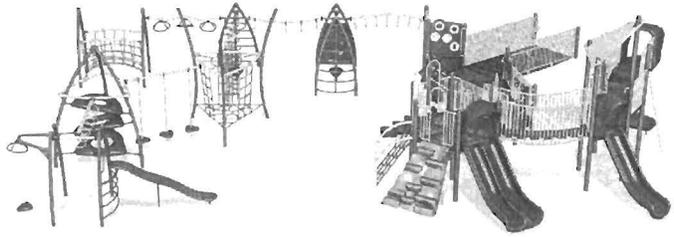
Why GameTime?

The Leader in Park & Playground Equipment

Product Innovation

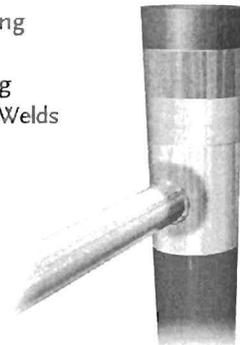


- Exclusive "Kid Magnets™"
- Giant "Molded Monsters"
- Premier Play Systems



Leading Technology

- Computerized Factory Drilling
- Direct-bolt Connections
- Electrostatic Powder Coating
- Zinc Rich Primer Applied To Welds



Quality & Compliance



• ISO 9001 Certified



• Globally Compliant

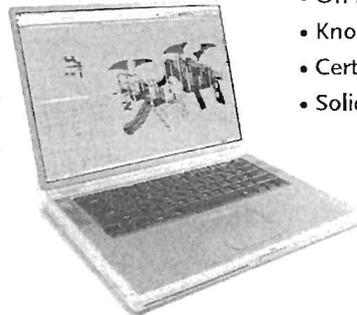


• ADA Compliant



Customer Service

- On-site Computerized Design
- Knowledgeable Consultants
- Certified Installers
- Solid Warranties



Committed to Children

- Age Appropriate Products
- Child Development Research
- Adding True Play Value



The Leader in Play

For over 75 years GameTime has proven its dedication to children by continually leading the playground industry in quality, innovation and service. Being a leader doesn't just mean being committed to play, it means being committed to moving play forward.



1-800-235-2440
www.gametime.com



ENRICHING CHILDHOOD THROUGH PLAY

Don King, GameTime

Exhibit D

U.S. Communities Administrative Agreement

Exhibit E

Freight Rate Schedules

The attached Freight Rate Schedule is incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and PlayCore-Wisconsin, Inc. dba GameTime (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

Exhibit F

The attached Product Warranties are incorporated into and made a part of the Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and PlayCore-Wisconsin, Inc. dba GameTime (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

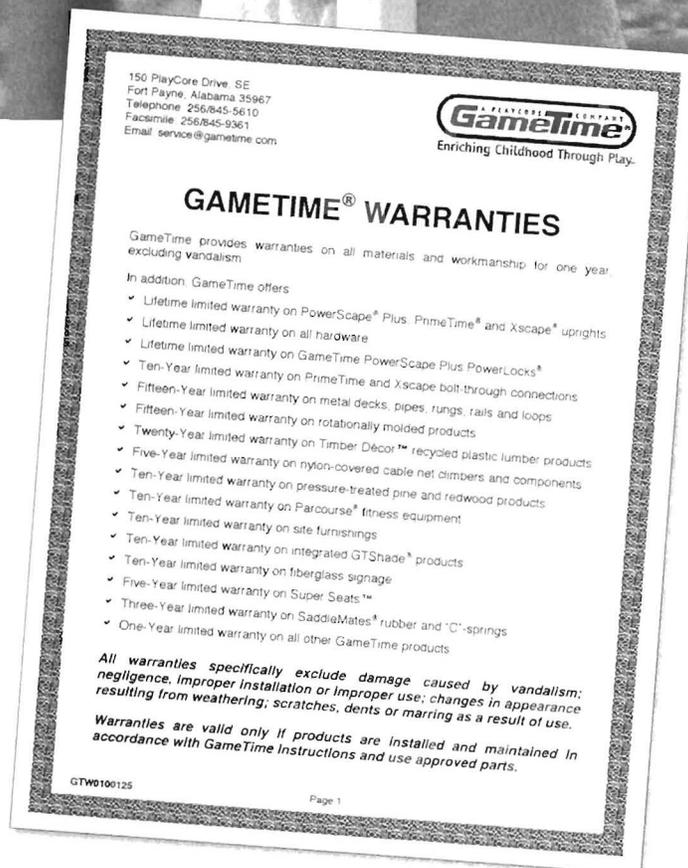


The Industry's BEST Warranty

GameTime offers you peace of mind with the best, most all encompassing warranties in the industry.

We want to assure you that we are part of your community playground long after the sale is made. Our quality is legendary, and we stand behind our products with one of the best warranties in the business and a level of customer service that assures you that your needs will be met. For complete Warranty information, consult your GameTime sales representative.

- Lifetime limited warranty on PowerScape®, PrimeTime®, and Xscape® uprights.
- Lifetime limited warranty on all hardware.
- Lifetime limited warranty on PowerScape PowerLocks®.
- 15 Year limited warranty on pipes, rungs, rails, metal decks and loops.
- 15 Year warranty on rotationally molded KidTime and GameTime products.
- 10 Year limited warranty on PrimeTime bolt-through connection.
- 10 Year limited warranty on Parcourse® fitness equipment.
- 5 Year limited warranty on SuperSeats™.
- 3 Year limited warranty on rubber or C type springs used on SaddleMates®.
- 1 Year limited warranty on all other GameTime products.



150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



GAMETIME[®] WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScope[®] Plus, PrimeTime[®] and Xscape[®] uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScope Plus PowerLocks[®].
- ✓ Ten-Year limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Twenty-Year limited warranty on Timber Décor[™] recycled plastic lumber products.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Parcourse[®] fitness equipment.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade[®] products.
- ✓ Ten-Year limited warranty on fiberglass signage.
- ✓ Five-Year limited warranty on Super Seats[™].
- ✓ Three-Year limited warranty on SaddleMates[®] rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE® PLUS, PRIMETIME®, AND XSCAPE®

GameTime provides a lifetime limited warranty on PowerScope Plus PowerLocks®, a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; a ten-year limited warranty on PrimeTime and Xscape bolt-through connections; ten-year limited warranty on EDPM rubber components; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded and thermo-formed polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED GTSHADE® PRODUCTS

GameTime provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structure failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.

All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the use intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

GameTime provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

GameTime provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites causing the wood to become structurally unfit for its intended use; see exclusions.

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P.O. Box 680121
Fort Payne, AL 35968
Fax: 256-845-9361
Email: service@gametime.com

Or Contact your local Representative at

USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: _____

Purchaser: _____

GameTime Invoice Number: _____

Authorized GameTime Signature

Title

See GameTime on the web at www.gametime.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the 'CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

<http://cpsia.playcore.com>





1675 Locust Street
Red Bud, IL 62278
Phone: 618-282-8200
Fax: 618-282-8202

WARRANTY & TERMS

WARRANTY: 5 Year Limited Warranty on Thermoplastic coated elements. Ultra Play guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour. Failure to remove fabric during high wind seasons will void the fabric warranty against tears.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during winter months when snow and ice is expected. Failure to remove fabric during snow and ice season will void the fabric warranty against tears.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

***All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.
GameTime warranties do not cover the cost of removals, replacements or repairs.***

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com



GTNets featuring



DX MANUFACTURER'S WARRANTIES

Dynamo Industries warrants its products to be free from defect in materials or workmanship for a period of (1) one year during normal use and installation and in accordance with our published specifications. Additional limited warranties cover the Products against defects caused by deterioration affecting the structural integrity of the equipment during the following periods starting from the date of installation:

- 100 year limited warranty on aluminum and stainless steel posts, with the exclusion of cosmetic defects, and providing that proper maintenance was performed on rotating parts according to Manufacturer's instruction.
- 100 year limited warranty on moulded aluminum parts, with the exclusion of cosmetic defects.
- 15 year limited warranty on tubular steel components, with the exclusion of cosmetic defects.
- 15 year limited warranty on cables breakage, with the exclusion of cosmetic defects.*
- 10 year limited warranty on nylon bearings and ring junction pieces, with the exclusion of cosmetic defects.
- 5 year limited warranty on PE finished decks, with the exclusion of cosmetic defects.
- 5 year limited warranty on premature wear of cables, with the exclusion of cosmetic defects.

The warranty stated above is valid only if the structures are erected in conformity with the installation instructions and procedures furnished by Dynamo Industries using approved parts; have been maintained and inspected in accordance with Dynamo Industries' instructions; have been subjected to normal use for the purpose for which the goods were designed; have not been subjected to vandalism, misuse, neglect or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Dynamo Industries or its designees in a any respect which, in the judgment of Dynamo Industries, affects the condition or operation of the structures.

This warranty does not cover cosmetic items (such as scratches, dents, marring, fading, discoloring, weathering), paint, or decorations, normal wear and tear, or damage due to checking and warping. Cable wear does not cover nylon when structure is installed in a site where sand is used as the protective surfacing.

These warranties cover either replacement or repair, at the Manufacturer's discretion, of any Products according to the above descriptions. Transportation and installation-on-site costs are not covered by these warranties, except where specific arrangements are made with written consent from the Manufacturer.

To make claim under the terms of the Warranty, the Buyer's written statement of claim, along with a copy of the original invoice, maintenance records, and supporting photographs, must be sent to Dynamo Industries, 2725 Lockwood Lane, Ottawa, ON K4C 1B6.

* 15 year cable defect warranty voided to 5 year when installed in sand.

EVERLAST NatureROCKS™ LIMITED WARRANTY

Everlast Climbing Industries, Inc. (ECI) warrants to the original purchaser that the structure of NatureROCKS purchased from ECI will be free from defects in materials and workmanship at the time of delivery and for a period of five (5) years thereafter. With respect to the painted surface of NatureROCKS, ECI warrants to the original purchaser that the painted surface will be free of defects in material and workmanship at the time of delivery and for a period of one (1) year thereafter. This warranty does not cover minor, routine surface cracking which is a normal part of the GFRC curing process. Should NatureROCKS purchased from ECI fail to conform to this warranty during the warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to NatureROCKS purchased from ECI resulting from a cause other than defect or malfunction, including neglect, accident, vandalism, improper installation, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESSED OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting Everlast Climbing Industries, Inc. in writing at the address shown below within five years of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on NatureROCKS purchased from ECI are limited to one or five years from the date of purchase, as outlined above.

Any modifications or changes to ECI's NatureROCKS, without ECI's express written approval, will void this warranty.

If this product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

* Keep this document for your records and proof of warranty.



Product Warranty Terms

The fountains manufactured by Rain Drop™ Products are warranted for five years from date of shipment against any defects in material or workmanship; excluding only normal wear and tear and improper operation or installation.

The fiberglass reinforced plastic (FRP) and/or structural tubing furnished with the fountains has a 25-year unconditional warranty against rust and corrosion from the date of shipment.

The liability of Rain Drop Products under this warranty is limited to the replacement or repair of defective material to the owner's designated location of such materials as they are covered by this warranty provided written notice of such defect is delivered to Rain Drop Products, Ashland, Ohio within the warranty period and within 15 days after such defect was discovered. Rain Drop Products shall not be liable for the shipping cost of return of such claimed defective materials to Rain Drop Products or for shipping cost of replacement materials. Whether to replace or repair the feature is ultimately the decision of Rain Drop Products, LLC.

This warranty is in lieu of all other warranties expressed or implied.





2810 Sydney Road Plant City, FL 33566
Office (813) 305-1415 Fax (813) 305-1419

Date: Wednesday, April 28, 2010

Project:

Contractor:

Project Shipped Date: Project Completion Date:

Product Supplied:

Manufacturer: GT Grandstands, Inc.
2810 Sydney Road
Plant City, FL 33566

WARRANTY STATEMENT

GT Grandstands warrants to the Owner that its permanent grandstands shall be free from defects in material and workmanship under normal use for a period of five (5) year provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. Warranty period begins at final acceptance by owner. **GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.**

Gregory L. Buckner (General Manager)



GT Impax Engineered Wood Fiber System Warranty

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing System installation to the original purchaser for a period of twenty five (25) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing Systems that have been approved for installation. For the purpose of this warranty, a system is comprised of a correctly prepared sub base, drainage system, geotextile, wear mats, and Engineered Wood Fiber.

Performance:

In the event the Materials and/or System do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials and/or System in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the System being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of twenty five (25) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants for a period of twenty five (25) years, to the original purchaser, that the GameTime geotextile fabric of the installation will be free from defects upon delivery, subject to the conditions and exclusions shown below.
3. GameTime warrants for a period of twenty five (25) years, to the original purchaser, that the GameTime Terra Flow drain system of the installation will be free from defects upon delivery, subject to the conditions and exclusions shown below.
4. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing installation system is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.



GT Impax Engineered Wood Fiber Warranty (Continued)

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), use of System components and/or materials other than GameTime, abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date:



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting therefrom. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime

P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order Number:

Name of Project:

Customer:

Location:

Date of Installation:

Representative:

Date:



GT Impax Shredded Rubber Warranty

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date:



GT Impax Tile Warranty

Subject to the following terms and conditions, GameTime (SELLER) warrants to the Buyer that the GameTime recycled rubber tile surfacing (Tile) sold to the Buyer will be free from manufacturing defects at the time of their delivery to the job site.

If, upon inspection by the Seller, the Tile evidences manufacturing defects, Seller's liability and Buyer's remedies are limited, at Seller's option, to the repair or replacement of the defective Tile at the F.O.B. point in the original contract of sale.

Seller further warrants that the Tile will not prematurely deteriorate to the point of failure because of weathering for a period of five (5) years from the date of sale if properly installed, maintained and used for the purpose for which the Seller intended.

Buyer shall give Seller notice of a claim under this warranty within thirty (30) days of discovering the premature deterioration of the Tile.

If, upon inspection by the Seller, the Tile shows premature deterioration because of weathering within the five (5) year period stated herein, Seller's liability and Buyer's remedies are limited at Seller's option to the providing of repair material for the original Tile or credit to be applied toward the purchase of the new Tile, the value of these remedies being determined by the Seller based upon the number of remaining months of the unexpired warranty used to pro-rate at the current price for the Tile. The maximum pro-rated value allowed by Seller for repair or credit shall not exceed the original Tile purchase price.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date:



Poured Bonded Rubber Warranty

Playground Equipment

GameTime warrants the GT Impax recycled poured bonded rubber surface installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax Poured Bonded Rubber due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the first year of the three-year warranty period. A failed area or failed areas include edge raveling, delaminating, peeling, color loss or loss of integrity as a result of the GT Impax recycled poured bonded rubber degradation. Due to maintenance requirements, edge raveling, delaminating, peeling or loss of integrity in the second and third year of the warranty is limited to material replacements only. Labor cost for resealing and/or repairing the poured bonded rubber pad will be at the expense of the end user. Material replacement due to color lost carries a one-year warranty.

GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured bonded rubber surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured bonded rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured bonded rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner or GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.



This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed; as it will probably cause delamination of the GT Impax recycled poured bonded rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured bonded rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured bonded rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the GT Impax recycled poured bonded rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date:



GT Impax Poured In Place (PIP) Warranty

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.



Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date:



GT Impax Synthetic Turf

5 YEAR LIMITED WARRANTY AGAINST FAILURE DUE TO EXPOSURE TO SUNLIGHT (PE)

(PE Monofilament. XP, LSR)

Gametime warrants that for FIVE (5) years from the date of GT Impax synthetic turf installation, the turf, when installed and maintained as recommended by the yarn & turf manufacturer, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile heights decrease 50% or more within five years after its initial installation, Gametime will have all such areas or portions replaced with new turf of equivalent quality, excluding installation costs. Gametime also warrants that at the time of the initial turf installation, the GT Impax synthetic turf will be free of manufacturing defects. Slight color changes will occur over the lifetime of this turf / carpet and is not considered an issue or basis for claim. All labor cost involved with the removal of the affected turf / carpet and reinstallation of the replacement carpet will be the responsibility of the purchaser.

Subject to the following limitations:

General provisions of this limited warranty apply only to the wear of the turf with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the turf is not professionally installed by an approved installer. This limited warranty does not apply to installations on stairways or other uneven surfaces, nor does it apply to turf which has not been properly maintained.

The expressed limited warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the mill invoice price of the turf.

If dissatisfied, the owner must submit notice of all claims under this warranty to Gametime within five (5) years from the date of turf installation.

Limitations on Coverage

This warranty does not apply (1) if the product is used for any application other than sports fields, courts, greens, or landscaping & play areas, (2) to any damage caused during or on account of improper installation or repairs, (3) to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect
- b. Improper design or failure of the sub-base of the sports field, green, court, or landscape
- c. Wear or abrasion caused by inadequate sub-base
- d. Wear or abrasion under swing sets, slides, and other high friction play equipment
- e. Wear due to lack of infill/no infill
- f. Movement of product due to lack of infill
- g. Use of infill products of an incorrect grade
- h. Failure to maintain infill products at the correct level (per FIFA accredited test institutes)
- i. Use of inappropriate footwear or sports equipment
- j. The playing surface being used other than for the purpose for which it was designed and installed



- k. Use of chemicals, herbicides, pesticides
- l. Use of improper cleaning methods
- m. Any harmful chemical reaction to the product caused by infill materials
- n. Acts of God or other conditions beyond the reasonable control of Gametime Industries
- o. Post fibrillation after or during installation for purposes other than to get infill materials in place
- p. Failure to properly maintain, protect or repair the products or turf
- q. Packing, matting, or roll crush marks are inherent characteristics of turf / carpet manufactured using polypropylene/olefin and nylon fibers.
- r. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- s. Damage caused by reflection (melting) or other flammable materials

All GT Impax synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty.

Remedy

If a product fails to perform as warranted during the warranty period, Gametime will provide replacement product, F.O.B. Mill, for the product determined by Gametime or Gametime representative not to comply with the stated warranty, allowing the purchase price for the replacement product prorated for the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement product not allowed by Gametime. Gametime shall not be responsible for removal of the defective turf or installation of the new.

Limitations on Liability

In no event shall Gametime be liable, whether on contract or in tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, or for indirect special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the products, even if Gametime has been advised of the possibility of such damages.

Gametime shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of Gametime to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies Gametime of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.

Assignment

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty without prior written consent of Gametime. Any such transfer or assignment without prior written consent shall be null and void and of no force or effect.

Warrantor: GameTime

P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Exhibit G

Company's Response to RFP # 269-2010-183, dated May 5, 2010 is not attached but is incorporated by reference and made a part of this Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and PlayCore-Wisconsin, Inc. dba GameTime (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

Exhibit H

RFP # 269-2010-183, dated March 19, 2010 together with all addenda, amendments, exhibits, and attachments issued by the County (collectively, the "ITB") is not attached but is incorporated herein by reference and made a part of this Agreement to provide Playground Equipment, Surfacing, Site Furnishings, and Related Products and Services (the "Agreement") between Mecklenburg County, (the "County") and PlayCore-Wisconsin, Inc. dba GameTime (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the RFP.

Attachment B

Letter dated February 4, 2014 from PlayCore Wisconsin, Inc., dba Gametime to the City of Los Angeles, Department of Recreation and Parks authorizing the City to piggyback on Mecklenburg County's Contract

150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Direct telephone: 423/648-5891
Facsimile: 423/648-5903
Email: dking@gametime.com
Website: www.gametime.com/



A PLAYCORE Company

February 4, 2014

Mr. Jim Newsom
City of Los Angeles
Department of Recreation and Parks
221 N. Figueroa St.
Los Angeles, CA 90012

AUTHORIZATION TO UTILIZE CONTRACT 110179

PlayCore Wisconsin, Inc., d/b/a GameTime, is pleased to authorize the City of Los Angeles Department of Recreation and Parks, as a Participating Public Agency, to utilize Contract No. 110179 between GameTime and Mecklenburg County, North Carolina for the purchase of playground equipment, surfacing, site furnishings and related products and services.

GameTime agrees to enter into agreement with the City of Los Angeles Department of Recreation and Parks in accordance with the terms and conditions of Contract No. 110179.

GAMETIME DIVISION

A handwritten signature in black ink, appearing to read "Donald R. King". The signature is stylized and fluid, with a long horizontal stroke extending to the right.

Donald R. King
Director of Sales Administration