

**ATTACHMENT "2"**



A PLAYCORE Company

*P.O. Box 680121  
Fort Payne, AL 35967  
256-997-5388 – phone  
mtownson@playcore.com*

January 8, 2025

Doug Story

RE: City of Beaumont Project at Mountain View Park

Doug:

This letter is in regard to GameTime's recent project at Mountain View Park. GameTime uses certified installation companies to perform on-site work, as mandated by manufacturing specifications and warranty requirements. Independent third-party companies attend certification classes at our Alabama manufacturing facility, where they participate in hands-on installation sessions, receive training on how to correctly read and understand specifications and installation instruction documents, and learn troubleshooting techniques. Installers who successfully complete this training and meet all contractual and insurance requirements as set forth by GameTime are named as factory-certified installers.

Certified installers such as Jaynes Brothers, the company performing the on-site work at the Mountain View Park location, are vital to GameTime's operations. If your company is interested in obtaining factory certification, please feel free to contact your local GameTime sales agency, Great Western Park and Play for further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maria Townson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Maria Townson  
Corporate Director of  
Risk Management



A PLAYCORE Company

# CERTIFICATE OF ACHIEVEMENT

*THIS CERTIFICATE IS PROUDLY PRESENTED TO*

## Jaynes Brothers Construction

Has successfully completed a course in techniques and procedures required for proper installation of GameTime playground Equipment

In recognition of the successful completion of this training and in acknowledgement for a certified installer, **Jaynes Brothers Construction** is hereby designated

### **OFFICIAL CERTIFIED INSTALLER**

By receipt of this designation, **Jaynes Brothers Construction** agrees to install GameTime playground equipment in accordance with GameTime specifications and installation instructions

This Designation is effective from **February 20, 2023** to **February 19, 2025**  
Within the territorial boundaries of **Great Western Recreation**

In witness whereof, we have affixed our signature this 20<sup>th</sup> day of February 2023



*Mike McWilliams*

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Mike McWilliams  
*Vice President of Customer Service*

*Spencer Cheak*

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Spencer Cheak  
*Group President*



A PLAYCORE Company

## GAMETIME CERTIFIED INSTALLER AGREEMENT

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME (GameTime) hereby designates and appoints: Jaynes Brothers Construction (the "Installer") as a Certified GameTime Playground Equipment Installer Company for the following GameTime Sales Representative Great Western Recreation.

Increasingly, GameTime is being called upon by Owners/Operators and Prime General Contractors to provide full "turnkey" solutions for the development of park and recreation facilities. This typically involves the furnishing of playground equipment, site furnishings, shade and shelter structures, safety surfacing, and full installation services including ancillary sitework. This is resulting in a substantial increase in the number and value of the projects involving our network of Installers.

These projects now often require GameTime to enter into comprehensive contracts. When dealing directly with the Owner, we serve in the role as the Prime contractor whereas when working with Prime contractors, we are considered a subcontractor. In both cases we are undertaking significant responsibilities and are contractually bound to the Owner as well as the Prime if there is one. As a GameTime Certified Installer and subcontractor on these projects, you too will be bound to the Owner, Prime, and GameTime to properly and timely fulfill the onsite scope of work in accordance with all Contract Documents.

As a GameTime Installer and subcontractor, you will have all rights which GameTime has under the Contract Documents, and you shall assume all obligations, risks and responsibilities which GameTime has assumed towards Owner and Prime as applicable, in the Contract Documents, and you will be bound to GameTime in the same manner and to the same extent that GameTime is bound to Owner and/or the Prime. For certain projects GameTime will furnish you a project-specific GameTime Subcontract, copies of the applicable Contract Documents, description of your scope of work, special conditions, terms of your payment, and other requirements to enable you to properly execute your responsibilities. Any sub-subcontractors and suppliers you may employ must also be bound to the Subcontract and Contract Documents in the same manner as you.

GameTime Certified Installers as Subcontractors, are required to be fully qualified and licensed to the extent necessary to do business in the jurisdiction in which the Work is located, have the requisite expertise, certifications, skill and capability to perform the Work in a high quality manner called for by the Subcontract, Work Order, and Contract Documents, and maintain the requisite skilled employees and other workers, materials, equipment and tools necessary to perform the Work as and when required. The Installer agrees to install all GameTime equipment in a good and workmanlike manner and in accordance with all GameTime

specifications and instructions and in compliance with applicable codes, ordinances, regulation laws, guidelines, and standards. All Work shall be warranted for a minimum period of one (1) year, or longer if required by Contract Documents, following from date of project completion and acceptance, unless otherwise required by the Prime Contract.

GameTime will encourage its independent Sales Representatives to recommend Certified Installers to their customers when such customers seek installations services. Our Sales Representatives will endeavor to keep its Certified Installers advised of upcoming projects in their respective Territories, product promotions and new product introductions. GameTime will attempt to use its Certified Installers to provide any warranty repairs or replacements to its playground equipment. GameTime further endeavors to provide its Certified Installers workshops and factory training (at a reasonable charge, or, at GameTime's discretion, at no charge to the Installer) to cover new product introduction and installation techniques and will make available to its Certified Installers a direct GameTime factory contact to answer questions and render telephonic assistance.

GameTime will supply to the Installer an initial "Certified Installer parts kit", without charge to the Installer, following the execution of the Designation by both parties. These parts will be used by the Installer to replace parts lost or damaged during installation of GameTime equipment by the Installer. The Installer shall replenish this inventory as required. Inventory used for warranty repairs or to correct incomplete shipments by GameTime, will be replaced by GameTime upon request of the Installer.

GameTime and its Sales Representatives will work with the Installer to determine appropriate billing procedures for particular installations. Among the options which may be used are bidding equipment and installation separately; or GameTime, Sales Representative, or Installer bidding a project on a "turnkey" basis, provided the Installer shall not bid for the sale of any GameTime equipment without prior written consent of both GameTime, and the Sales Representative in whose territory the product is to be sold or installed.

Insurance Requirements: The Installer shall purchase and maintain insurance of the following types of coverage and limits of liability.

- A. Commercial General Liability (CGL) with limits of Insurance not less than \$1,000,000 each occurrence, \$2,000,000 Annual Aggregate, \$2,000,000 products/Completed Operations Aggregate, \$1,000,000 per person or organization (Personal and Advertising Injury). If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- B. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- C. GameTime shall be included as additional insured on the CGL for both the ongoing and completed operations of the Installer, using ISO Additional Insured Endorsement CG 20 10 11 85 (or an Endorsement providing equivalent coverage) or a combination of ISO forms CG 20 10 07 04 and CG 20 37 07 04 (or substitute forms providing equivalent

coverage). The Installer shall also be required to name the Prime Contractor and Owner as Additional Insured for Installer's ongoing and completed operations on a per project basis. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor, and coverage shall apply as Primary Insurance, and any other insurance or self-insurance maintained by an additional insured shall be non-contributory.

Installer shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 3 years after completion of work.

#### A. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include a liability arising out of all owned, leased, hired and non-owned automobiles
- c. Installer shall name GameTime, Prime Contractor and Owner as additional insured on the Business Auto Liability policy, via attached endorsement.

#### B. Workman's Compensation and Employer's Liability

- a. Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
- b. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- c. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

#### Waiver of Subrogation

Installer waives all rights against GameTime, Prime Contractor, Owner, and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employer's liability insurance maintained per requirements stated above.

#### Certificate of Insurance

The Installers' insurer/insurers shall maintain a rating of A minus or better as set by A.M. Best and Company. Each Certificate of Insurance shall provide that the insurer must give GameTime at least 30 days prior written notice of cancellation and termination of the Installer's coverage there under. Within 5 days following the expiration, cancellation or termination of any such policy, the Installer shall supply GameTime with a new/replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said policy. Said new

and replacement endorsements shall be similarly endorsed in the favor of GameTime, the Prime Contractor and Owner as set forth above. Installer shall submit certified copies of all insurance policies and endorsements to GameTime upon written request. Any deductible or self-insured retention maintained by Installer shall be reported upon the face of the certificate. The payment of such deductible or self-insured retention shall be the sole responsibility of Installer.

Should Installer fail to obtain any insurance coverage, or to provide any certificate or endorsement required hereunder, or should Installer fail to renew such policies, GameTime shall have the right, at their own election: (a.) to obtain such coverage on Installer's behalf, at Installer's expense, from an insurance carrier selected by GameTime, and to offset the costs and premiums for such insurance against any sums payable to Installer under this Agreement; or (b.) to terminate this agreement; or (c.) take any and all such other action which may be provided for by law. The failure of GameTime to request or obtain such above described certificates and/or endorsements does not remove the requirement of the Subcontractor to obtain and maintain such coverage.

Installer shall indemnify, defend and hold harmless, as applicable, GameTime, the Prime Contractor, Owner and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, liens, causes of action, suits or other liabilities, (including all costs, reasonable attorney's fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Installer's Work, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Installer or any entity for which it is legally responsible and; regardless whether the claim is presented by an employee of Installer.

Installer acknowledges that performance and payment bonds are routinely required in connection with the sale and installation of playground equipment. When bonding is required, Installer agrees to obtain the bonds covering all services to be performed by Installer, the cost of which shall be included in the Installer's charges for the Work provided.

On any direct contract for the provision of installation services Installer may have with the Owner, or a contractor other than GameTime, Installer agrees to look only to the party contracting for such services for payment of all amounts due Installer and Installer agrees that GameTime shall have no liability for such payment.

This Designation can be canceled by GameTime without prior notice if at any time Installer breaches any of its obligations or agreements contained herein, including the requirement to obtain insurance policies and name GameTime as an additional insured; is delinquent in the payment of any invoice from GameTime to the Installer; or becomes a Representative, sales associate, or employee of a competitor of GameTime. Either party may cancel this Designation without cause or liability to the other party upon 60 days prior written notice.

Installer acknowledges that it is an independent contractor and not an employee of GameTime for any purpose, that Installer is responsible and agrees to pay applicable Federal and State

self-employment taxes and similar payments required in connection with any payments received by Installer or by GameTime, that Installer will not be covered by any of GameTime's pension or profit sharing plans, health insurance programs, life insurance plans or other plans offered now or in the future to the employees of GameTime. Furthermore, Installer understands and agrees that it does not have either the right or authority to assume or create obligations of any kind on behalf of GameTime, nor to accept legal process of any kind addressed to or intended for GameTime, not to bind GameTime in any respect whatsoever. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflict of law principles.

Installer serves as an independent agent of PlayCore Wisconsin, Inc./GameTime while on the job site. Requirements in each Prime Contract between PlayCore Wisconsin, Inc./GameTime and the project owner are further obligated to the Installer through this Installer Agreement. Such requirements specifically include, but are not limited to, the requirement to secure the work site and all materials provided for the fulfillment of the contract work by PlayCore Wisconsin, Inc./GameTime. Installer expressly agrees to secure all deliveries to the job site. Installer further bears all risk of loss after deliveries are made to the job site. If any product or materials provided by PlayCore Wisconsin, Inc./GameTime is damaged, stolen, vandalized, or diminished in value from its delivered condition, Installer shall be solely responsible for any and all costs associated to replace the goods.

This designation and Agreement are entered into as of 2/20/2023 and may not be modified or amended except by an instrument in writing signed by the parties hereto.

INSTALLER

GAMETIME

Print Name: Chase Jaynes

Print Name: Mike McWilliams

Signature: *Chase Jaynes*

Signature: *[Handwritten Signature]*

Title: President

Title: VP of Customer Service



## ATTACHMENT A

### INSURANCE REQUIREMENTS FOR GAMETIME CERTIFIED INSTALLERS

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COVERAGE SHOULD BE ON THE LATEST ACORD 25 FORM, TO INCLUDE ALL BROAD FORM GENERAL LIABILITY COVERAGES INCLUDING, BUT NOT LIMITED TO, CONTRACTUAL LIABILITY. COVERAGE MUST BE OCCURRENCE BASED, NOT CLAIMS-MADE, TO BE ACCEPTABLE. POLICIES MUST INCLUDE ADDITIONAL INSURED STATUS THROUGH ENDORSEMENT FOR YOUR ONGOING AND COMPLETED OPERATIONS. POLICIES SHOULD CONTAIN NO EXCLUSION FOR XCU, RESIDENTIAL, OR MULTI-FAMILY WORK PERFORMED BY YOU. ALL POLICIES MUST INCLUDE A WAIVER OF SUBROGATION. **SAMPLE CERTIFICATE ATTACHED.**

#### **GENERAL LIABILITY**

2,000,000	GENERAL AGGREGATE – PER PROJECT
2,000,000	PRODUCTS & COMPLETED OPS. AGGREGATE
1,000,000	OCCURRENCE
1,000,000	PERSONAL INJURY
50,000	FIRE LEGAL
5,000	MEDICAL EXPENSE

#### **WORKER'S COMPENSATION**

STATE OF WORK STATUTORY REQUIREMENTS

EMPLOYER'S LIABILITY: 500,000/500,000/500,000

POLICY IS TO INCLUDE NAMED STATE WHERE WORK IS TO BE PERFORMED.

#### **AUTOMOBILE**

1,000,000 COMBINED SINGLE LIMIT (B.I. & P.D.)

COVERAGE IS TO INCLUDE EMPLOYER'S NON-OWNERSHIP AND HIRED CAR COVERAGE.

#### **HIGHLY RECOMMENDED:**

#### **UMBRELLA LIABILITY**

1,000,000	OCCURRENCE & AGGREGATE
10,000	SELF INSURED RETENTION (MAY VARY)

GL LIMITS MAY BE REDUCED TO \$1,000,000 IF UMBRELLA LIABILITY IS PURCHASED IN A 'FORM FOLLOWING' POLICY. SPEAK TO YOUR INSURANCE BROKER ABOUT UMBRELLA TO FOLLOW FORM OVER GENERAL LIABILITY, AUTOMOBILE AND EMPLOYERS LIABILITY. THIS IS SOMETIMES A CHEAPER OPTION THAN PURCHASING A \$2 MILLION BASE GL POLICY.

**ATTACHMENT B**

CONTACT INFORMATION  
FOR GAMETIME CERTIFIED INSTALLERS

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REPRESENTATIVE: Great Western Recreation

COMPANY NAME: Jaynes Brothers Construction

COMPANY CONTACT: Chase Jaynes

MAILING ADDRESS: 996 Lawrence Drive, Suite 201  
Newbury Park, CA 91320

TELEPHONE NUMBER: (805) 375-1111

MOBILE NUMBER: (805) 559-0163

EMAIL ADDRESS: Chase@jaynesbrothers.com

For Support or Inquiries Contact:  
Faith Berry • 256.997.5256 • [faith.berry@playcore.com](mailto:faith.berry@playcore.com)  
150 PlayCore Dr. SE, Fort Payne, AL 35967





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*P.O. Box 680121  
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mtownson@playcore.com*

January 8, 2025

Doug Story

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Corporate Director of  
Risk Management