

## Amendment No. 1 to PO-10700-00015855

This is Amendment No. 1 to PO-10700-00015855, dated May 12, 2023, as amended from time to time (“Master Agreement”) between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Landscape Structures Inc. (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

### RECITALS

The purpose of this Amendment is:

1. Modification to Section 1 Master Agreement; Order of Precedence
2. Modification of Section 5 Pricing
3. Modification to Section 7.6 Order Form Requirement
4. Modification to Section 14.3 Assignments/Subcontractors
5. Modification to Exhibit 3 Description of Goods and/or Services and Discount Percentages

The Master Agreement is amended as follows:

1. Section 1 Master Agreement; Order of Precedence of the Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
  - 1.1 This Agreement consists of the following and shall read as set forth in Section 1.3 below:
    - 1) The general Master Agreement terms and conditions, less their Exhibits;
    - 2) Exhibit 4 – Provisions Required by Federal Law, as may be applicable for a specific Contract;
    - 3) Exhibit 1 – NASPO ValuePoint Master Agreement Terms and Conditions;
    - 4) Exhibit 3 – Description of Goods and/or Services, Prices, and Discount Percentages;
    - 5) Exhibit 2- Sample Participating Addendum (“PA”)
    - 6) Exhibit 5 – NASPO ValuePoint Detailed Sales Report Form
    - 7) **Exhibit 6- Authorized Resellers**
2. Section 5 Pricing is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

#### 5. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Goods and/or Services to Purchasing Entities at the discount percentage listed in Exhibit 3. The discount percentage will remain the same (or increase) throughout the term of the Master Agreement, including any renewals. The discount percentage may never decrease.

**The Lead State may conduct an annual audit the Contractor’s website or request past customer orders from the Contractor or any Participating Entity to ensure that the Contractor’s prices are at the discount percentage off MSRP, as list in Exhibit 3 of the Master Agreement or higher than the percentage off in the Master Agreement. If an error is found, the Lead State will contact the Contractor and request a change be made within 30 Calendar Days or earlier of the finding. The Lead State reserves the right to audit the website at any time if a need arises.**

~~All prices and rates are guaranteed for the initial term of the Master Agreement. Commencing after the initial term of the Master Agreement, Contractor may request price increases no more than two times a calendar year. Contractor must submit a request to the Lead State at least 60 days before the proposed effective date of the increase. The request must include sufficient documentation supporting the request~~

(PPI Standard <https://www.bls.gov/PPI/> which includes but not limited to screen shots of current PPI Standard and manufactures letters) that is acceptable to the Lead State.

Contractor may request for Goods and/or Services to be added or deleted every 6 months (unless special circumstances arise) as approved by the Lead State. The Lead State may prohibit goods on this Master Agreement for environmental health or performance reasons. All Goods and/or Services added will be at the same discounts listed Exhibit 3, Description of Services and Discount Percentages.

6. Section 7.6 Order Form Requirements of the Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

**7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number **and that the Terms and Conditions of the Master Agreement take precedence over Authorized Resellers Terms and Conditions.**

7. Section 14.3 Assignments/Subcontracts of the Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

#### **14.3 Assignment/Subcontracts**

**14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of Master Agreement contract administration duties, to NASPO ValuePoint and other third parties.

**14.3.3** **The Lead State hereby approves the list of Authorized Resellers in Exhibit 6, attached hereto, as approved resellers. Any conflicting terms and conditions by these Authorized Resellers are not applicable as the terms and conditions of the Master Agreement take precedence. The Master Agreement number must be referenced on all quotes, invoices and packing slips.**

8. Exhibit 3 Description of Goods and/or Services and Discount percentages, sub section 1.2 Percentage off per Category Awarded; of the Master Agreement; is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

#### **1.2 PERCENTAGE OFF PER CATEGORY AWARDED**

**Category:**                      **Percentage off all items in Category:**

Indoor & Outdoor Fitness Equipment: 6%

Outdoor Furniture: 6%

Park Site Furnishings: 6%

**Safety and Surfacing: 6%**

Shelters and Shades: 6%

Waterparks (Spray & Splash): 5%

Waterparks (Spray & Splash), Aquatix Design and Mechanicals: 1%

Electronic Play (Audio & Visual & Touch): 6%


Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

**Certification:**

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;
  - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**CONTRACTOR, Landscape Structures Inc.**

By:   
 Title: Contract Administrator  
 Date: 6/19/23  
 FEID # 41-971842

**STATE OF OREGON, acting by and through its Department of Administrative Services, Procurement Services**

By:   
 Title: DAS PS Procurement Manager  
 Date: 6/22/2023

Approved pursuant to ORS 291.047

By: Karen Johnson via email  
 Assistant Attorney General

Date: June 8, 2023  
 Matter number: GF-1365-21

## Amendment No. 2 to PO-10700-00015855

This is Amendment No. 2 to PO-10700-00015855, dated May 12, 2023, as amended from time to time (“Master Agreement”) between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Landscape Structures Inc. (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

### RECITALS

The purpose of this Amendment is:

1. Modification to Exhibit 1, Section 8.2 Shipping and Delivery
2. Modification to Exhibit 3 Description of Goods and/or Services and Discount Percentages

### AGREEMENT

The Master Agreement is amended as follows:

1. Section 8 Shipping and Delivery of Exhibit 1 of the Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

#### 8. Shipping and Delivery

**8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. **The Contractor may assess a separate charge for shipping provided the shipping charge is shown as a separate line item on the invoice.**

**8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor’s until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor’s warranty obligations.

**8.2 Minimum Shipping. Not Applicable.** ~~The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.~~

**8.3 Inside Deliveries or Site Deliveries.** To the extent applicable, deliveries will be either “Inside Deliveries or Site Deliveries” as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the Order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) or site caused by Contractor or Contractor’s carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

**8.4 Packaging.** All Goods must be delivered in the manufacturer’s standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity’s Purchase Order number.

2. Exhibit 3 Description of Goods and/or Services and Discount Percentages of the Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

**1.5 SHIPPING CHARGES**

**Subject to the provisions of Exhibit 1, Section 8, Shipping charges may be added to the invoice as a separate line item and the Purchasing Entity will pay shipping costs as set forth in the Master Agreement.**


Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

**Certification:**

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;
  - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**CONTRACTOR, Landscape Structures Inc.**

By:   
Title: Contract Administrator  
Date: 7/3/23  
FEID # 41-0971842

**STATE OF OREGON, acting by and through its  
Department of Administrative Services,  
Procurement Services**

By:   
Title: DAS PS Procurement Manager  
Date: 07/03/2023

Approved pursuant to ORS 291.047

By: Karen Johnson via email  
Assistant Attorney General

Date: June 30, 2023

Matter number: GF-1365-21

## Amendment No. 3 to PO-10700-00015855

This is Amendment No. 3 to PO-10700-00015855, dated May 12, 2023, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and Landscape Structures Inc. ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

### RECITALS

The purpose of this Amendment is:

1. Modification of Section 3 Term of Master Agreement.
2. Modification to Exhibit 3 Description of Goods and/or Services and Discount Percentages

### AGREEMENT

The Master Agreement is amended as follows:

1. Section 3 Term of Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

#### 3. Term of the Master Agreement

This Master Agreement becomes effective upon signature by all the parties ("Effective Date"). The initial term of this Master Agreement ends ~~December 31, 2023~~ ("Initial Term") **December 31, 2024**. This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the term may not be extended more than 4 years beyond the end date of the Initial Term.

5. Exhibit 3 Description of Goods and/or Services and Discount percentages, sub section 1.2 Percentage off per Category Awarded; of the Master Agreement; is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

#### PERCENTAGE OFF PER CATEGORY AWARDED

**Category:**                      **Percentage off all items in Category:**

Indoor & Outdoor Fitness Equipment: 6%

Outdoor Furniture: 6%

**Track and Field: 6%**

Park Site Furnishings: 6%

Safety and Surfacing: 6%

Shelters and Shades: 6%

Waterparks (Spray & Splash): 5%

Waterparks (Spray & Splash), Aquatix Design and Mechanicals: 1%

Electronic Play (Audio & Visual & Touch): 6%

Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the

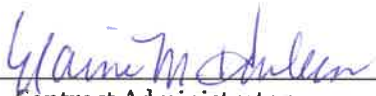
Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

**Certification:**

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
  - i. Contractor is exempt from backup withholding;
  - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

**CONTRACTOR, Landscape Structures Inc.**

By:   
Title: Contract Administrator  
Date: 10/31/23  
FEID # 41-0971842

**STATE OF OREGON, acting by and through its  
Department of Administrative Services,  
Procurement Services**

By:   
Title: State Procurement Manager  
Date: 10/31/2023

Approved pursuant to ORS 291.047

By: N/A  
Assistant Attorney General  
Date: N/A

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>PARTICIPATING ADDENDUM AMENDMENT</b>	
	Participating Addendum No.:	15122
Landscape Structures, Inc 601 7 <sup>th</sup> Street S. Delano, MN	Amendment No.:	4
	Effective Date:	June 1, 2024

**FOURTH AMENDMENT  
TO  
PARTICIPATING ADDENDUM NO. 15122  
PARKS AND RECREATION EQUIPMENT AND INSTALLATION**

This Fourth Amendment (“Amendment”) to Participating Addendum No. 15122 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Landscape Structures, Inc., a Minnesota Corporation (“Contractor”) and is dated as of June 1, 2024.

**RECITALS**

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Participating Addendum No. 15122 for Parks and Recreation Equipment and Installation dated effective as of July 1, 2023 (“Participating Addendum”).
- B. The Parties previously amended the Participating Addendum as:
  - a. Amendment 1, effective June 22, 2023 (Modification to language)
  - b. Amendment 2, effective July 3, 2023 (Modification to language)
  - c. Amendment 3, effective October 31, 2023 (Term Extension)
- C. The amendment set forth herein is within the scope of the Participating Addendum.
- D. The Parties now desire to amend the Participating Addendum as set forth herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Participating Addendum, as previously amended, as follows:

- 1. The following provision is added as a new subsection at the end of Section 3.8 of the Participating Addendum (Recycled Content Preference):
  - 3.9 PREVAILING WAGES. This Participating Addendum is subject to Washington’s Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Participating Addendum, Contractor (including any subcontractors), unless exempt, shall pay all workers



employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

- (a) **WAGE RATES.** Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the [website](#) for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.
- (b) **STATEMENT OF INTENT TO PAY PREVAILING WAGES.** Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to purchasing Entity.
- (c) **INVOICES & CONTRACT PAYMENTS.** Contractor understands and agrees that each invoice for payment submitted to purchasing Entity shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
- (d) **AFFIDAVIT OF WAGES PAID.** Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Purchasing Entity shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
- (e) **LABOR & INDUSTRIES FEES.** Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.
- (f) **PAYROLL RECORDS.** Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.

2. The following provision is added as a new subsection at the end of Section 3.9 of the Participating Addendum (Prevailing Wage):

3.9.1. NONDISCRIMINATION.

- (a) **Nondiscrimination Requirement.** During the term of this Participating Addendum, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations

with which Contractor, or subcontractor, has a collective bargaining or other agreement.

- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.


- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Participating Addendum or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**LANDSCAPE STRUCTURES, INC,  
A MINNESOTA CORPORATION**

By:   
Name: Elaine Harkess  
Title: Contract Administrator  
Date: 5/15/24

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Theresa Jensen Digitally signed by Theresa Jensen  
Date: 2024.05.20 12:22:06 -07'00'  
Name: Theresa Jensen  
Title: Procurement Supervisor  
Date: May 20, 2024