

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