

## Amendment No. 5 to Master Agreement PO-10700-00015855

This is Amendment No. 5 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, **State** Procurement Services (“DAS SPS”), 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”).

### AMENDMENT

The parties agree:

1. The Master Agreement is amended as follows:
  - 1.1. 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.

~~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.~~

2. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, 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.
3. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
  - 3.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and
  - 3.2. Contractor is not subject to backup withholding because:
    - 3.2.1. Contractor is exempt from backup withholding,
    - 3.2.2. 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

3.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

3.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:

3.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and

3.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and


3.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

3.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

3.4. 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.

**Signatures:**

**Contractor: Landscape Structures Inc.:**

Signature:  Date: 6/12/25

Printed Name, Title: Elaine Harkess, Contract Administrator

Federal Tax ID: 41-0971842 Oregon Tax ID: \_\_\_\_\_

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

Signature:  Date: 06/12/2025

Printed Name, Title: John Anglemier State Procurement Manager

Approved for pursuant to ORS 291.047:

Signature: Karen Johnson Date: May 22, 2025

Matter Number: 107090-GF0485-25