

## HUMBOLDT COUNTY CONSTRUCTION AGREEMENT

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called "COUNTY," and LANDSCAPE STRUCTURES Inc., a Minnesota corporation, with an address of 601 7th Street South, Delano, Minnesota 55328 a corporation, hereinafter called "CONTRACTOR."

**Project Location: Freshwater Park, 2780 Freshwater Road, Eureka, CA 95503**

**Project Number: 2017-203**

**WHEREAS**, COUNTY, by and through its County Administrative Office ADA Compliance Team, desires to retain the services of CONTRACTOR to purchase certain playground equipment and to furnish and install purchased playground equipment from CONTRACTOR to obtain discounted contract pricing as determined by the Cooperative Contract without the need for competitive bidding; and

**WHEREAS**, CONTRACTOR is a party to and designated contractor for the Cooperative Contract dated April 14, 2017, with Sourcewell, identified as Sourcewell Contract No. 030117-LSI (the "Cooperative Contract"); and

**WHEREAS**, COUNTY is a member, participant or beneficiary of the Cooperative Contract under which Customer is entitled to purchase certain playground equipment from CONTRACTOR to obtain discounted contract pricing as determined by the Cooperative Contract without the need for competitive bidding; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### SECTION 1. SCOPE OF WORK

The work to be performed by CONTRACTOR shall be as described below.

CONTRACTOR shall furnish all labor, tools, equipment and materials and perform all the work to provide an inclusive playground at Freshwater Park, including, but not limited to:

1. CONTRACTOR to provide and install the following components:
  - a. Landscape Structures Design #1125056-01-01 including PlayBooster structure for 5-12 year olds, Infant Maze for 2-5 year olds, 2 Bay ZipKrooz, Oodle Swing and 2 Bay Standard Swing. Equipment shall incorporate green and yellow as its color preference.
  - b. Schedule: CONTRACTOR shall provide COUNTY with construction timeline within 5 (five) days of contract execution.
  - c. Installation of Landscape Structures play equipment design #1125056-01-01 only, by a manufacturer certified installer. COUNTY agrees installation price is quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.
  - d. Installation of surface, America Extreme 10 Poured In Place Rubber Surfacing,: square footage: approximately 5000 sf; thickness: 4" (per 9' CFH of play equipment); binder -

Aliphatic UV Stable; color: 50% Color & 50% Black speckled mix; County has chosen the bright green /black speckled mix.

- e. Installation of approximately 5000 square feet of poured in place rubber by a manufacturer certified installer.

2. COUNTY to provide and install the following components:

- a. Removal of existing equipment and site preparation.
- b. Installation of crushed stone sub-base including preparation of drainage, design work and inspections.
- c. Verification that quoted material meets all details and that sub-base is prepared at the proper hold down from finish grade. Surfacing will be installed to follow slope of the sub base and thickness of safety surfacing quoted to be kept consistent; surfacing will not be installed thicker over drains unless requested.
- d. Provide temporary fencing during the duration of the installation to ensure that the surface is not disturbed during curing.

See Attachment 1: Landscape Structures, Inc. quotation number 00024521.

## **SECTION 2. AGREEMENT PRICE**

COUNTY shall pay, and CONTRACTOR shall accept CONTRACTOR'S Price of: One Hundred Ninety Six Thousand Nine Hundred Twenty Four Dollars and 84/100 (\$196,924.84) as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this AGREEMENT. CONTRACTOR will be paid within thirty (30) days after completion, inspection and acceptance of the work.

## **SECTION 3. AGREEMENT DOCUMENTS**

The complete Agreement between the parties hereto shall consist of the following, hereinafter referred to as the AGREEMENT DOCUMENTS:

- This Agreement
- Insurance Certificates
- Plans and Drawings

And, as published by the California Department of Industrial Relations:

- General Prevailing Wage Rates

Each of said AGREEMENT DOCUMENTS is incorporated and made a part of the Agreement by the reference contained in this Section.

All rights and obligations of COUNTY and CONTRACTOR are fully set forth and described in the AGREEMENT DOCUMENTS. All of the above named documents are intended to be complementary, so that any work called for in one and mentioned in the other is to be performed and executed the same as if mentioned in all said documents.

## **SECTION 4. CONTRACTOR'S SERVICES**

CONTRACTOR agrees to perform all of the work required for the Project, as specified in the AGREEMENT DOCUMENTS. CONTRACTOR shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the AGREEMENT DOCUMENTS. CONTRACTOR also agrees to use its best efforts to complete the work in a professional and expeditious manner and to meet or exceed the performance standards required by the AGREEMENT DOCUMENTS.

#### **SECTION 5. BEGINNING OF WORK**

Following receipt and full execution and approval of the AGREEMENT will be the "Notice to Proceed" from COUNTY. Under no circumstances shall CONTRACTOR enter upon the site of work until receipt of the "Notice to Proceed" or unless so authorized in writing by COUNTY.

#### **SECTION 6. TIME OF COMPLETION**

CONTRACTOR shall fully complete the work for the Project within Forty-Five (45) days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, CONTRACTOR expressly waives any claim for delayed early completion.

#### **SECTION 8. PREVAILING WAGE**

- A. Pursuant to Section 1770 of the California Labor Code, COUNTY has determined the Prevailing Wage Rate to be as listed by the Department of Industrial Relations (DIR), Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94101, Phone: (415) 703-4780. Complete Certified Payrolls must be submitted to the COUNTY together with each application for payment. Electronic submittal directly to DIR shall be required.
- B. Pursuant to Section 1771.1(a) of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

#### **SECTION 9. INSURANCE AND INDEMNITY**

- A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. General Insurance Requirements: Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder

of CONTRACTOR, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile and liability coverage in the minimum amount of one million dollars (\$1,000,000) combined single limit coverage including, but not limited to, owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers Compensation Insurance compensation coverage, if required by California Law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.
4. Employers Liability coverage in a minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
5. If applicable, Environmental Impairment Liability coverage appropriate for the hazardous materials/waste activity contemplated in this agreement. One million dollars (\$1,000,000) per claim; and two million dollars (\$2,000,000) annual aggregate. The retroactive date (if any) is to be no later than the effective date of this agreement.

6. Insurance Notices:

County of Humboldt  
Attn: Risk Management  
825 5<sup>th</sup> Street, Room 131  
Eureka, CA 95501

AND

Humboldt County Administrative Office  
825 5<sup>th</sup> Street, Room 112  
Eureka, California, 95501

C. Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Is primary insurance as regards to County.

- c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to 'XCU Hazards'.
  - d. Does not contain a pro-rated excess only, and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth above. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
  5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

D. Indemnification

1. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR'S negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except

such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

2. **Effect of Insurance.** Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

**E. Subcontractor**

Should CONTRACTOR subcontract any portion of the work to be performed under this Agreement, said subcontractors shall be required by CONTRACTOR to:

1. Enter into a written contract with CONTRACTOR acknowledging that no employee/employer relationship exists between CONTRACTOR and subcontractor and that no Workers' Compensation, unemployment benefits, or other personnel benefits are required by or available to subcontractor through CONTRACTOR or County.
2. Hold harmless and to indemnify, defend and save harmless CONTRACTOR and County, its Board of Supervisors, officers, agents, employees and volunteers, from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, material suppliers, laborers, and any other person, firm or corporation who may be injured or damaged by subcontractor in the performance of this Agreement

**SECTION 10. TERMINATION OF AGREEMENT**

- A. Should CONTRACTOR fail to perform any of the provisions of the Agreement, COUNTY shall have the right, whether or not an alternative right is provided, to declare the Agreement terminated. A written notice by COUNTY to CONTRACTOR that the Agreement is terminated shall be deemed a complete termination of same.
- B. On the Agreement being so terminated, CONTRACTOR shall, provided CONTRACTOR is ordered to do so by COUNTY, immediately remove from the premises all or any materials and personal property belonging to CONTRACTOR which have not been used in the construction of the work or which is not in place in the work; and CONTRACTOR shall be liable for all damages caused to COUNTY by reason of failure to complete the Agreement.

**SECTION 11. NOTICES**

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be deemed effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Notices required to be given to COUNTY shall be addressed as follows:

Humboldt County Administrative Office  
825 5<sup>th</sup> Street, Room 112  
Eureka, California, 95501

Notices required to be given to CONTRACTOR shall be addressed as follows:

LANDSCAPE STRUCTURES INC.  
601 7th Street South  
Delano, Minnesota 55328.

#### **SECTION 12. WARRANTY**

CONTRACTOR shall be held responsible to promptly and at its own expense cost make good any defects due to faulty, improper or inferior workmanship or materials arising or discovered in any part of the work within one (1) year after the completion and final acceptance of the same by the Department of Public Works unless a longer period is called for in the Technical Specification Sections.

#### **SECTION 13. COMPLIANCE WITH BUILDING LAWS**

All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, the Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, and other applicable federal, state, and local laws or regulations including all of Title 24, California Code of Regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these codes.

#### **SECTION 14. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

#### **SECTION 15. ASSIGNMENT/SUBCONTRACTING**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall have the right to transfer, delegate, subcontract or assign all or part of its interest in or duties under this Agreement without the prior written authorization of the other party. Notwithstanding the foregoing, CONTRACTOR may assign its rights, delegate its duties or otherwise transfer all or part of its performance hereunder to any subsidiary of CONTRACTOR. No assignment or subcontract shall be effective and/or binding upon COUNTY unless COUNTY has received advance actual notice thereof and grants its approval. Said approval shall not be unreasonably withheld. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.

## **SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISION**

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

## **SECTION 17. DRUG-FREE WORKPLACE**

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
  2. CONTRACTOR's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:



1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

#### **SECTION 18. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS**

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

#### **SECTION 19. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Humboldt. Any action or dispute arising out of this Agreement shall only be brought in the County of Humboldt.

#### **SECTION 20. ATTORNEY FEES ON BREACH**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

#### **SECTION 21. NO WAIVER OF DEFAULT**

- A. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

## **SECTION 22. RELATIONSHIP OF PARTIES**

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

## **SECTION 23. INTERPRETATION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

## **SECTION 24. AMENDMENTS**

No amendment or modification of the terms of this Agreement shall be binding on either party unless reduced to writing and signed by an authorized official of both parties.

## **SECTION 25. PRESERVATION OF AGREEMENT**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be severable and the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

## **SECTION 26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES**

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

## **SECTION 27. ADVERTISING AND MEDIA RELEASE**

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY.

## **SECTION 28. STANDARD OF PRACTICE**

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances.

CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

#### **SECTION 29. ENTIRE AGREEMENT**

It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by CONTRACTOR that COUNTY and COUNTY'S agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by CONTRACTOR against COUNTY for, and COUNTY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with COUNTY being expressly waived by CONTRACTOR.

#### **SECTION 30. COUNTERPARTS**

For convenience of the parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes but all of which together shall constitute one instrument.

#### **SECTION 31. AUTHORITY TO EXECUTE**

Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**APPROVED AND EXECUTED:**

**COUNTY OF HUMBOLDT**

**PURCHASING AGENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**RISK MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

Landscape Structures, Inc.

Date: 10/2/18

By: 

Title: Pat Faust  
President

(Chair, President, Vice President)

Date: 10/2/18

By: 

Title: Fred Caslavka  
Chief Financial Officer

(Secretary, Assistant Secretary, CFO)

**Two Corporate Officer signatures required**

Attachment 1 - Landscape Structures, Inc. Quotation # 00024521

Attachment 2 - Plans and specifications