State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT		
	Contract No.:	12321	
Kahlon Farms Nursery LLC	Amendment No.:	1	
1190 Van Wyck Rd Bellingham, WA 98226	Effective Date:	February 15, 2024	

#### **FIRST AMENDMENT**

TO

### CONTRACT NO. 12321 NATIVE PLANTS

This First Amendment ("Amendment") to Contract No. 12321 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 Kahlon Farms Nursery LLC, a Washington Corporation ("Contractor") and is dated as of February 15, 2024.

#### RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 12321 for Native Plants dated effective as of September 15, 2022 ("Contract").
- B. The Parties now desire to amend the Contract as follows:
  - i. Perform an annual economic price adjustment;
  - ii. Delete Maximum Shipping Charge line in Exhibit A, Included Goods/Services;
  - iii. Add Nondiscrimination language.
- C. The amendment set forth herein is within the scope of the Contract.

#### AGREEMENT

**Now Therefore**, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as follows:

1. ECONOMIC PRICE ADJUSTMENT. As directed in Section 3.3 of Master Contract 12321, an Economic Price Adjustment increase of 5.54% is applied to All Other Items and decrease of -8.56% Maximum Delivery (Shipping) Charges in Exhibit B "Prices". Exhibit B — Prices of the Contract is hereby amended by deleting the existing Exhibit B — Prices in its entirety and inserting the attached Exhibit B — Prices (effective as of February 15, 2024). As of the effective date of this Amendment, any reference to Exhibit B — Prices shall be deemed to be a reference to the attached Exhibit B — Prices (effective as of February 15, 2024). The items listed in Exhibit B — Prices are amended to reflect updated pricing.

- 2. Exhibit A Included Good/Services. Exhibit A, Included Good/Services is hereby amended by deleting the second line in its entirety of the exhibit which reads, "Maximum Shipping Charge: \$1.00 per mile, \$50 minimum charge".
- 3. Nondiscrimination. The following provision is added as a new subsection at the end of Section 17 of the Contract (General Provisions):

#### 17.24. Nondiscrimination.

- (a) Nondiscrimination Requirement. During the term of this Contract, 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) <u>Obligation to Cooperate</u>. 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).
- Default. Notwithstanding any provision to the contrary, Enterprise (c) 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.

- 4. No Change Other Than Amendment. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 5. 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 Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 6. 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.
- 7. 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.
- 8. 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.

	I FARMS NURSERY LLC, IINGTON CORPORATION		F WASHINGTON MENT OF ENTERPRISE SERVICES	
Ву:	GK	_ By:		
Name:	Guraziz Kahlon	_ Name:	Theresa Jensen	
Title:	Owner	Title:	Procurement Supervisor	
Date:	2/13/2024	– Date:	February 13, 2024	
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#### PRICES FOR GOODS/SERVICES

Minimum Order: \$500.00

Maximum Shipping Charge: \$0.91 per mile, \$50.00 minimum charge

Bulk Discount: 10% for orders over \$1,500.00

Evaluated Trees, Shrubs, & Vines			
Species	Common name	Size	Price
Abies concolor	White fir	1 Gallon Pot	\$ 7.39
Abies concolor	White fir	2 Gallon Pot	\$ 15.83
Abies grandis	Grand fir	1 Gallon Pot	\$ 7.39
Abies grandis	Grand fir	2 Gallon Pot	\$ 15.83
Abies procera	Noble fir	1 Gallon Pot	\$ 7.39
Abies procera	Noble fir	2 Gallon Pot	\$ 15.83
Acer circinatum	Vine maple	1 Gallon Pot	\$ 7.39
Acer circinatum	Vine maple	2 Gallon Pot	\$ 15.83
Acer glabrum	Rocky mountain maple	1 Gallon Pot	\$ 7.39
Acer glabrum	Rocky mountain maple	2 Gallon Pot	\$ 15.83
Acer macrophyllum	Big leaf maple	1 Gallon Pot	\$ 7.39
Acer macrophyllum	Big leaf maple	2 Gallon Pot	\$ 15.83
Alnus rubra	Red alder	1 Gallon Pot	\$ 7.39
Alnus sinuata	Sitka alder	1 Gallon Pot	\$ 7.39
Alnus sinuata	Sitka alder	2 Gallon Pot	\$ 15.83
Amelanchier alnifolia	Saskatoon serviceberry	1 Gallon Pot	\$ 7.39
Amelanchier alnifolia	Saskatoon serviceberry	2 Gallon Pot	\$ 15.83
Arbutus menziesii	Pacific madrone	1 Gallon Pot	\$ 7.39
Arbutus menziesii	Pacific madrone	2 Gallon Pot	\$ 15.83
Arctostaphylos uva-ursi	Kinnikinnick	1 Gallon Pot	\$ 7.39
Arctostaphylos uva-ursi	Kinnikinnick	2 Gallon Pot	\$ 15.83
Betula papyrifera	Paper birch	1 Gallon Pot	\$ 7.39
Betula papyrifera	Paper birch	2 Gallon Pot	\$ 15.83
Cornus sericea	Redosier dogwood	1 Gallon Pot	\$ 7.39
Cornus sericea	Redosier dogwood	2 Gallon Pot	\$ 15.83
Crataegus douglasii	Black hawthorn	1 Gallon Pot	\$ 7.39
Crataegus douglasii	Black hawthorn	2 Gallon Pot	\$ 15.83
Garrya elliptica	Silk tassel	1 Gallon Pot	\$ 7.39
Garrya elliptica	Silk tassel	2 Gallon Pot	\$ 15.83
Gaultheria shallon	Salal	1 Gallon Pot	\$ 7.39

Gaultheria shallon	Salal	2 Gallon Pot	\$ 15.83
Holodiscus discolor	Ocean-spray	1 Gallon Pot	\$ 7.39
Holodiscus discolor	Ocean-spray	2 Gallon Pot	\$ 15.83
Lonicera ciliosa	Orange honeysuckle	1 Gallon Pot	\$ 7.39
Lonicera ciliosa	Orange honeysuckle	2 Gallon Pot	\$ 15.83
Lonicera involucrata	Twinberry	1 Gallon Pot	\$ 7.39
Lonicera involucrata	Twinberry	2 Gallon Pot	\$ 15.83
Mahonia (Berberis) nervosa	Low Oregon grape	1 Gallon Pot	\$ 7.39
Mahonia (Berberis) nervosa	Low Oregon grape	2 Gallon Pot	\$ 15.83
Mahonia (Berberis) repens	Creeping Oregon grape	1 Gallon Pot	\$ 7.39
Mahonia (Berberis) repens	Creeping Oregon grape	2 Gallon Pot	\$ 15.83
Mahonia (Berberis) aquifolium	Tall Oregon grape	1 Gallon Pot	\$ 7.39
Mahonia (Berberis) aquifolium	Tall Oregon grape	2 Gallon Pot	\$ 15.83
Myrica californica	Pacific bayberry	1 Gallon Pot	\$ 7.39
Myrica californica	Pacific bayberry	2 Gallon Pot	\$ 15.83
Myrica gale	Sweetgale	1 Gallon Pot	\$ 7.39
Myrica gale	Sweetgale	2 Gallon Pot	\$ 15.83
Oemleria cerasiformis	Indian plum	1 Gallon Pot	\$ 7.39
Philadelphus lewisii	Lewis' mock orange	1 Gallon Pot	\$ 7.39
Philadelphus lewisii	Lewis' mock orange	2 Gallon Pot	\$ 15.83
Physocarpus capitatus	Pacific ninebark	1 Gallon Pot	\$ 7.39
Physocarpus capitatus	Pacific ninebark	2 Gallon Pot	\$ 15.83
Picea sitchensis	Sitka spruce	1 Gallon Pot	\$ 7.39
Picea sitchensis	Sitka spruce	2 Gallon Pot	\$ 15.83
Pinus contorta v. contorta	Shore pine	1 Gallon Pot	\$ 7.39
Pinus contorta v. contorta	Shore pine	2 Gallon Pot	\$ 15.83
Pinus contorta v. latifolia	Lodgepole pine	1 Gallon Pot	\$ 7.39
Pinus contorta v. latifolia	Lodgepole pine	2 Gallon Pot	\$ 15.83
Populus balsamifera v. trichocarpa	Black cottonwood	1 Gallon Pot	\$ 7.39
Populus balsamifera v. trichocarpa	Black cottonwood	2 Gallon Pot	\$ 15.83
Populus tremuloides	Quaking aspen	1 Gallon Pot	\$ 7.39
Populus tremuloides	Quaking aspen	2 Gallon Pot	\$ 15.83
Prunus emarginata	Bitter cherry	1 Gallon Pot	\$ 7.39
Prunus emarginata	Bitter cherry	2 Gallon Pot	\$ 15.83
Pseudotsuga menziesii	Douglas fir	1 Gallon Pot	\$ 7.39
Pseudotsuga menziesii	Douglas fir	2 Gallon Pot	\$ 15.83
Pyrus fusca (Malus fusca)	Pacific crabapple	1 Gallon Pot	\$ 7.39
Pyrus fusca (Malus fusca)	Pacific crabapple	2 Gallon Pot	\$ 15.83

Rhododendron (Ledum) groenlandicum	Labrador tea	1 Gallon Pot	\$ 7.39
Rhododendron (Ledum) groenlandicum	Labrador tea	2 Gallon Pot	\$ 15.83
Rhododendron macrophyllum	Pacific rhododendron	1 Gallon Pot	\$ 7.39
Rhododendron macrophyllum	Pacific rhododendron	2 Gallon Pot	\$ 15.83
Rhus glabra	Smooth sumac	1 Gallon Pot	\$ 7.39
Rhus glabra	Smooth sumac	2 Gallon Pot	\$ 15.83
Ribes bracteosum	Stink currant	1 Gallon Pot	\$ 7.39
Ribes bracteosum	Stink currant	2 Gallon Pot	\$ 15.83
Ribes lacustre	Prickly currant	1 Gallon Pot	\$ 7.39
Ribes lacustre	Prickly currant	2 Gallon Pot	\$ 15.83
Ribes sanguineum	Red-flowering currant	1 Gallon Pot	\$ 7.39
Ribes sanguineum	Red-flowering currant	2 Gallon Pot	\$ 15.83
Rosa gymnocarpa	Bald-hip rose	1 Gallon Pot	\$ 7.39
Rosa gymnocarpa	Bald-hip rose	2 Gallon Pot	\$ 15.83
Rosa nutkana	Nootka rose	1 Gallon Pot	\$ 7.39
Rosa nutkana	Nootka rose	2 Gallon Pot	\$ 15.83
Rosa pisocarpa	Clustered rose	1 Gallon Pot	\$ 7.39
Rosa woodsii	Wood's rose	1 Gallon Pot	\$ 7.39
Rosa woodsii	Wood's rose	2 Gallon Pot	\$ 15.83
Rubus parviflorus	Thimbleberry	1 Gallon Pot	\$ 7.39
Rubus parviflorus	Thimbleberry	2 Gallon Pot	\$ 15.83
Rubus spectabilis	Salmonberry	1 Gallon Pot	\$ 7.39
Rubus spectabilis	Salmonberry	2 Gallon Pot	\$ 15.83
Salix bebbiana	Bebb's willow	1 Gallon Pot	\$ 7.39
Salix bebbiana	Bebb's willow	2 Gallon Pot	\$ 15.83
Salix hookeriana	Hooker willow	1 Gallon Pot	\$ 7.39
Salix hookeriana	Hooker willow	2 Gallon Pot	\$ 15.83
Salix lucida (Lasiandra)	Pacific willow	1 Gallon Pot	\$ 7.39
Salix lucida (Lasiandra)	Pacific willow	2 Gallon Pot	\$ 15.83
Salix scouleriana	Scouler's willow	1 Gallon Pot	\$ 7.39
Salix scouleriana	Scouler's willow	2 Gallon Pot	\$ 15.83
Salix sitchensis	Sitka willow	1 Gallon Pot	\$ 7.39
Salix sitchensis	Sitka willow	2 Gallon Pot	\$ 15.83
Sambucus caerulea	Blue elderberry	2 Gallon Pot	\$ 15.83
Sambucus racemosa	Red elderberry	1 Gallon Pot	\$ 7.39
Sambucus racemosa	Red elderberry	2 Gallon Pot	\$ 15.83
Sheperdia canadensis	Russet buffaloberry	1 Gallon Pot	\$ 7.39
Sheperdia canadensis	Russet buffaloberry	2 Gallon Pot	\$ 15.83

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Spiraea betulifolia	White spirea	1 Gallon Pot	\$ 7.39
Spiraea betulifolia	White spirea	2 Gallon Pot	\$ 15.83
Spiraea densiflora	Subalpine spiraea	1 Gallon Pot	\$ 7.39
Spiraea densiflora	Subalpine spiraea	2 Gallon Pot	\$ 15.83
Spiraea douglasii	Douglas' spirea	1 Gallon Pot	\$ 7.39
Spiraea douglasii	Douglas' spirea	2 Gallon Pot	\$ 15.83
Symphoricarpos hesperius (mollis)	Creeping snowberry	1 Gallon Pot	\$ 7.39
Symphoricarpos hesperius (mollis)	Creeping snowberry	2 Gallon Pot	\$ 15.83
Thuja plicata	Western red cedar	1 Gallon Pot	\$ 7.39
Thuja plicata	Western red cedar	2 Gallon Pot	\$ 15.83
Tsuga heteropylla	Western hemlock	1 Gallon Pot	\$ 7.39
Tsuga heteropylla	Western hemlock	2 Gallon Pot	\$ 15.83
Vaccinium membranaceum	Thin-leaved huckleberry	1 Gallon Pot	\$ 7.39
Vaccinium membranaceum	Thin-leaved huckleberry	2 Gallon Pot	\$ 15.83
Vaccinium ovalifolium	Oval-leaf blueberry	1 Gallon Pot	\$ 7.39
Vaccinium ovalifolium	Oval-leaf blueberry	2 Gallon Pot	\$ 15.83
Vaccinium ovatum	Evergreen huckleberry	1 Gallon Pot	\$ 7.39
Vaccinium ovatum	Evergreen huckleberry	2 Gallon Pot	\$ 15.83
Grasses, Sedges, Grass-Like, & Wetland	l Plants		
Calamagrostis rubescens	Pinegrass	1 Gallon Pot	\$ 7.39
Calamagrostis rubescens	Pinegrass	4" Pot	\$ 4.22
Carex densa	Dense sedge	1 Gallon Pot	\$ 7.39
Carex densa	Dense sedge	4" Pot	\$ 4.22
Carex lyngbyei	Lyngby sedge	1 Gallon Pot	\$ 7.39
Carex lyngbyei	Lyngby sedge	4" Pot	\$ 4.22
Carex macrocephala	Bighead Sedge	1 Gallon Pot	\$ 7.39
Carex macrocephala	Bighead Sedge	4" Pot	\$ 4.22
Carex obnupta	Slough sedge	1 Gallon Pot	\$ 7.39
Carex obnupta	Slough sedge	4" Pot	\$ 4.22
Carex utriculata (rostrata)	Beaked sedge	1 Gallon Pot	\$ 7.39
Carex utriculata (rostrata)	Beaked sedge	4" Pot	\$ 4.22
Deschampsia cespitosa	Tufted hairgrass	1 Gallon Pot	\$ 7.39
Deschampsia cespitosa	Tufted hairgrass	4" Pot	\$ 4.22
Distichlis spicata	Saltgrass	1 Gallon Pot	\$ 7.39
Distichlis spicata	Saltgrass	4" Pot	\$ 4.22
Eleocharis palustris	Common spikerush	1 Gallon Pot	\$ 7.39
Eleocharis palustris	Common spikerush	4" Pot	\$ 4.22
Elymus glaucus	Blue wildrye	1 Gallon Pot	\$ 7.39

Elymus glaucus	Blue wildrye	4" Pot	\$	4.22
Festuca idahoensis	Idaho fescue	1 Gallon Pot	\$	7.39
Festuca idahoensis	Idaho fescue	4" Pot	\$	4.22
Festuca roemeri	Roemer's fescue	1 Gallon Pot	\$	7.39
Festuca roemeri	Roemer's fescue	4" Pot	\$	4.22
Glyceria elata	Tall mannagrass	1 Gallon Pot	\$	7.39
Glyceria elata	Tall mannagrass	4" Pot	\$	4.22
Glyceria grandis	American mannagrass	1 Gallon Pot	\$	7.39
Glyceria grandis	American mannagrass	4" Pot	\$	4.22
Juncus balticus	Baltic rush	1 Gallon Pot	\$	7.39
Juncus balticus	Baltic rush	4" Pot	\$	4.22
Juncus effusus	Soft rush	1 Gallon Pot	\$	7.39
Juncus effusus	Soft rush	4" Pot	\$	4.22
Juncus ensifolius	Daggerleaf rush	1 Gallon Pot	\$	7.39
Juncus ensifolius	Daggerleaf rush	4" Pot	\$	4.22
Juncus tenuis	Slender rush	1 Gallon Pot	\$	7.39
Juncus tenuis	Slender rush	4" Pot	\$	4.22
Koeleria macrantha (cristata)	Prairie junegrass	1 Gallon Pot	\$	7.39
Koeleria macrantha (cristata)	Prairie junegrass	4" Pot	\$	4.22
Leymus (Elymus) mollis	American dunegrass	1 Gallon Pot	\$	7.39
Leymus (Elymus) mollis	American dunegrass	4" Pot	\$	4.22
Pseudoroegneria spicata	Bluebunch wheatgrass	1 Gallon Pot	\$	7.39
Pseudoroegneria spicata	Bluebunch wheatgrass	4" Pot	\$	4.22
Schoenoplectus (Scirpus) acutus	Hardstem bulrush	1 Gallon Pot	\$	7.39
Schoenoplectus (Scirpus) acutus	Hardstem bulrush	4" Pot	\$	4.22
Schoenoplectus (Scirpus) maritimus	Basket rush	1 Gallon Pot	\$	7.39
Schoenoplectus (Scirpus) maritimus	Basket rush	4" Pot	\$	4.22
Scirpus microcarpus	Small flowered bulrush	1 Gallon Pot	\$	7.39
Scirpus microcarpus	Small flowered bulrush	4" Pot	\$	4.22
Triglochin maritima	Seaside arrowgrass	1 Gallon Pot	\$	7.39
Triglochin maritima	Seaside arrowgrass	4" Pot	\$	4.22
Typha latifolia	Broad-leaf cattail	1 Gallon Pot	\$	7.39
Typha latifolia	Broad-leaf cattail	4" Pot	\$	4.22
Groundcovers, Forbs, Ferns, & Herbaceous Plants				
Allium cernuum	Nodding onion	1 Gallon Pot	\$	7.39
Allium cernuum	Nodding onion	4" Pot	\$	3.17
Anaphalis margaritacea	Pearly everlasting	1 Gallon Pot	\$	7.39
Anaphalis margaritacea	Pearly everlasting	4" Pot	\$	4.22

Aquilegia formosa	Red columbine	1 Gallon Pot	\$ 7.39
Aquilegia formosa	Red columbine	4" Pot	\$ 4.22
Arctostaphylos uva-ursi	Kinnikinnik	1 Gallon Pot	\$ 6.33
Arctostaphylos uva-ursi	Kinnikinnik	4" Pot	\$ 4.22
Aruncus dioicus (sylvester)	Goat's beard	1 Gallon Pot	\$ 7.39
Aruncus dioicus (sylvester)	Goat's beard	4" Pot	\$ 4.22
Fragaria chiloensis	Beach strawberry	1 Gallon Pot	\$ 7.39
Fragaria chiloensis	Beach strawberry	4" Pot	\$ 3.17
Fragaria vesca	Woodland strawberry	1 Gallon Pot	\$ 7.39
Fragaria vesca	Woodland strawberry	4" Pot	\$ 4.22
Fragaria virginiana	Virginia strawberry	1 Gallon Pot	\$ 7.39
Fragaria virginiana	Virginia strawberry	4" Pot	\$ 4.22
Lupinus polyphyllus	Bigleaf lupine	1 Gallon Pot	\$ 7.39
Lupinus polyphyllus	Bigleaf lupine	4" Pot	\$ 3.17