

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	12321
	Amendment No.:	2
Puget Sound Plants, INC. 3147 46 th Ave NE Olympia, WA 98506-9602	Effective Date:	February 15, 2024

SECOND AMENDMENT
TO
CONTRACT NO. 12321
NATIVE PLANTS

This Second 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 Puget Sound Plants, Inc., 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 previously amendment the Contract March 3, 2023 to add additional products.
- C. The Parties now desire to amend the Contract as follows:
 - i. Perform an annual economic price adjustment;
 - ii. Delete Delivery Charge line in *Exhibit A, Included Goods/Services*;
 - iii. Add Nondiscrimination language.
- D. 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 previously amended, 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 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, “Delivery Charge: \$3.71 per mile”.
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.**

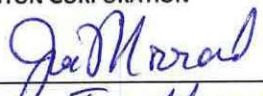
- (a) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) **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.

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.

**PUGET SOUND PLANTS
A WASHINGTON CORPORATION**

By: 
Name: Joe Moorad
Title: Sales Manager
Date: 2/12/24

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Theresa Jensen Digitally signed by Theresa Jensen
Date: 2024.02.12 16:20:09 -08'00'
Name: Theresa Jensen
Title: Procurement Supervisor
Date: February, 12 2024

PRICES FOR GOODS/SERVICES

Minimum Order: \$1,000.00 for delivery

Delivery Charge: \$3.39 per mile

Evaluated Trees, Shrubs, & Vines				
Species		Common name	Size	Price
<i>Acer circinatum</i>		Vine maple	1 Gallon Pot	\$ 5.80
<i>Alnus rubra</i>		Red alder	1 Gallon Pot	\$ 5.80
<i>Amelanchier alnifolia</i>		Saskatoon serviceberry	1 Gallon Pot	\$ 5.80
<i>Arctostaphylos uva-ursi</i>		Kinnikinnick	1 Gallon Pot	\$ 5.80
<i>Arctostaphylos uva-ursi</i>		Kinnikinnick	4" Pot	\$ 2.64
<i>Cornus nuttallii</i>		Pacific dogwood	14" SP, 5'-6' Height	\$ 153.03
<i>Cornus sericea</i>		Redosier dogwood	5 Gallon Pot	\$ 19.52
<i>Corylus cornuta</i>		Beaked hazelnut	5 Gallon Pot	\$ 40.63
<i>Garrya elliptica</i>		Silk tassel	5 Gallon Pot	\$ 42.22
<i>Gaultheria shallon</i>		Salal	1 Gallon Pot	\$ 5.80
<i>Gaultheria shallon</i>		Salal	4" Pot	\$ 2.64
<i>Holodiscus discolor</i>		Ocean-spray	1 Gallon Pot	\$ 5.80
<i>Holodiscus discolor</i>		Ocean-spray	5 Gallon Pot	\$ 19.52
<i>Mahonia (Berberis) repens</i>		Creeping Oregon grape	1 Gallon Pot	\$ 6.86
<i>Mahonia (Berberis) aquifolium</i>		Tall Oregon grape	5 Gallon Pot	\$ 21.11
<i>Myrica gale</i>		Sweetgale	5 Gallon Pot	\$ 23.22
<i>Philadelphus lewisii</i>		Lewis' mock orange	1 Gallon Pot	\$ 5.80
<i>Philadelphus lewisii</i>		Lewis' mock orange	5 Gallon Pot	\$ 19.52
<i>Physocarpus capitatus</i>		Pacific ninebark	1 Gallon Pot	\$ 5.80
<i>Physocarpus capitatus</i>		Pacific ninebark	5 Gallon Pot	\$ 19.52
<i>Quercus garryana</i>		Oregon white oak	1 Gallon Pot	\$ 8.97
<i>Quercus garryana</i>		Oregon white oak	5 Gallon Pot	\$ 73.88
<i>Rhamnus purshiana</i>		Cascara	1 Gallon Pot	\$ 6.86
<i>Rhododendron macrophyllum</i>		Pacific rhododendron	5 Gallon Pot	\$ 36.94
<i>Ribes aureum</i>		Golden currant	1 Gallon Pot	\$ 8.71
<i>Ribes sanguineum</i>		Red-flowering currant	1 Gallon Pot	\$ 5.80
<i>Ribes sanguineum</i>		Red-flowering currant	5 Gallon Pot	\$ 19.52
<i>Rosa gymnocarpa</i>		Bald-hip rose	1 Gallon Pot	\$ 5.80
<i>Rosa nutkana</i>		Nootka rose	1 Gallon Pot	\$ 5.80

**FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 12321
NATIVE PLANTS**

This First Amendment ("Amendment") to Contract No. 12321 – Native Plants 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 ("State") and Puget Sound Plants, Inc., a Washington Corporation ("Contractor") and is dated as of March 9, 2023.

R E C I T A L S

- A. State 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 amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

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

1. **PRODUCTS.** The Contract, Exhibits A – Included Goods/Services, and Exhibit B – Prices for Goods/Services are hereby amended to add the following items at the following stated prices
 - *Corylus cornuta*, 5 Gallon Pot, \$38.50 each
 - *Polystichum munitum*, 1 Gallon Pot, \$6.05 each
 - *Cornus nutalii* 'Starlight', 14" SP 5-6' height, \$145.00 each
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 Contract 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.

**PUGET SOUND PLANTS,
A WASHINGTON CORPORATION**

By:  _____

Name: Joe Moorad

Title: Contract Administrator

Date: 3.10.23 _____

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Alexander Kenesson

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: 03/09/2023

Exhibit B Prices
Effective 2/15/2024

<i>Rosa woodsii</i>	Wood's rose	1 Gallon Pot	\$ 5.80
<i>Rubus parviflorus</i>	Thimbleberry	1 Gallon Pot	\$ 5.80
<i>Rubus spectabilis</i>	Salmonberry	1 Gallon Pot	\$ 5.80
<i>Sambucus caerulea</i>	Blue elderberry	1 Gallon Pot	\$ 6.86
<i>Spiraea douglasii</i>	Douglas' spirea	1 Gallon Pot	\$ 5.80
<i>Spiraea douglasii</i>	Douglas' spirea	5 Gallon Pot	\$ 19.52
<i>Symphoricarpos albus</i>	Common snowberry	1 Gallon Pot	\$ 5.80
<i>Symphoricarpos albus</i>	Common snowberry	5 Gallon Pot	\$ 19.52
<i>Thuja plicata</i>	Western red cedar	5 Gallon Pot	\$ 21.11
<i>Vaccinium ovatum</i>	Evergreen huckleberry	5 Gallon Pot	\$ 29.02
Grasses, Sedges, Grass-Like, & Wetland Plants			
<i>Deschampsia cespitosa</i>	Tufted hairgrass	10 Cubic Inch Plug	\$ 2.11
<i>Festuca idahoensis</i>	Idaho fescue	10 Cubic Inch Plug	\$ 2.11
<i>Festuca idahoensis</i>	Idaho fescue	Bare Root 12" - 18"	\$ 1.06
<i>Juncus acuminatus</i>	Tapertip rush	10 Cubic Inch Plug	\$ 2.11
<i>Scirpus microcarpus</i>	Small flowered bulrush	10 Cubic Inch Plug	\$ 2.11
Groundcovers, Forbs, Ferns, & Herbaceous Plants			
<i>Achlys triphylla</i>	Vanilla leaf	1 Gallon Pot	\$ 8.97
<i>Arctostaphylos uva-ursi</i>	Kinnikinnik	4" Pot	\$ 2.37
<i>Armeria maritima</i>	Sea-thrift	1 Gallon Pot	\$ 6.86
<i>Asarum caudatum</i>	Wild ginger	1 Gallon Pot	\$ 15.67
<i>Camassia leichtlinii</i>	Large camas	1 Gallon Pot	\$ 7.92
<i>Camassia quamash</i>	Common camas	1 Gallon Pot	\$ 7.92
<i>Fragaria chiloensis</i>	Beach strawberry	1 Gallon Pot	\$ 5.80
<i>Geum triflorum</i>	Old man's whiskers	1 Gallon Pot	\$ 7.92
<i>Iris tenax</i>	Tough-leaved iris	1 Gallon Pot	\$ 7.92
<i>Lilium columbianum</i>	Columbia lily	1 Gallon Pot	\$ 11.08
<i>Penstemon davidsonii</i>	Davidson's penstemon	1 Gallon Pot	\$ 7.92
<i>Polystichum munitum</i>	Western sword fern	1 Gallon Pot	\$ 6.39
<i>Sedum divergens</i>	Pacific stonecrop	Seeds - Grower Flat	\$ 92.35
<i>Sedum oregonum</i>	Oregon stonecrop	Seeds - Grower Flat	\$ 92.35
<i>Sisyrinchium idahoense</i>	Idaho blue-eyed grass	1 Gallon Pot	\$ 6.86