

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



King County

Finance and Business Operations Division  
Procurement and Contract Services Section  
Department of Executive Services

CNK-ES-0340  
3rd Floor  
401 5th Avenue  
Seattle, WA 98104

206-263-9400  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

VENDOR:

PACIFIC TOPSOILS INC  
805 80TH ST SW  
EVERETT, WA 98203

SHIP TO

KC DEPARTMENT OF EXEC SERVICES  
PROCUREMENT-GOODS & SERVICES  
401 5TH AVE, CNK-ES0340  
SEATTLE, WA 98104  
United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES  
ACCOUNTS PAYABLE, 3RD FLOOR  
401 5TH AVE, CNK-ES0320  
SEATTLE, WA 98104  
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
517055	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
19-JUL-11	J, Sebring	
DATE OF REVISION	BUYER	
18-AUG-11	J Sebring	

CUSTOMER ACCT#	VENDOR NO. 8838	PAYMENT TERMS Net30days	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA UPS
----------------	--------------------	----------------------------	-----------------------	-----------------------	-----------------

CONFIRM TO / TELEPHONE JON B	(425) 337-2700	REQUESTOR / DELIVER TO
---------------------------------	----------------	------------------------

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	CHANGE ORDER #1	AUGUST 18, 2011					
	THIS CHANGE ORDER #1 IS ISSUED TO DOCUMENT CHANGES IN CONTRACT PRICES FOR THE FOLLOWING ITEMS: 1. 2-WAY TOPSOIL \$14.50/ YARD 2. 3-WAY TOPSOIL, PICK UP AT: MAPLE VALLEY, MALTBY, ISSAQUAH, BELLEVUE \$9.50/YARD KENMORE, N SEATTLE, GRAY BARN, TUKWILA \$16.02/YARD 3. COMPOST \$17.78/YARD  ALL OTHER TERMS, CONDITIONS AND PRICES REMAIN THE SAME.  Purchase Agreement Effective From: 20-JUL-11 To: 19-JUL-16						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.	Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.	<b>ACCEPTANCE:</b> This purchase order expressly limits acceptance to the terms and conditions stated herein.	<b>TOTAL</b>
			Authorized signature 

**PURCHASE ORDER  
GENERAL TERMS AND CONDITIONS**

**Compliance:** By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

**Acceptance/Changes:** All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

**Inspections:** By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

**Change Orders:** Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

**Cancellation:** The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

**Invoices:** Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

**Shipping Instructions:** All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

**Warranty:** The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

**Certification Regarding Debarment, Suspension and Other Responsibility**

**Matters:** By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Order of Precedence:** When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.



King County

**Finance and Business Operations Division**  
Procurement and Contract Services Section  
Department of Executive Services

CNK-ES-0340  
3rd Floor  
401 5th Avenue  
Seattle, WA 98104

206-263-9400  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

**VENDOR:**

PACIFIC TOPSOILS INC  
805 80TH ST SW  
EVERETT, WA 98203

**SHIP TO**

KC DEPARTMENT OF EXEC SERVICES  
PROCUREMENT-GOODS & SERVICES  
401 5TH AVE, CNK-ES0340  
SEATTLE, WA 98104  
United States

**BILL TO**

KC DEPT OF EXECUTIVE SERVICES  
ACCOUNTS PAYABLE, 3RD FLOOR  
401 5TH AVE, CNK-ES0320  
SEATTLE, WA 98104  
United States

**Purchase Order**

PURCHASE ORDER NO.	REVISION	PAGE
517055	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
19-JUL-11	J Sebring	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	8838	Net30days	Paid	Destination	UPS

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
JON B (425) 337-2700	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	FURNISH BARK, SOIL AND GROUND COVER APPLICATION SERVICES AS REQUESTED BY AUTHORIZED KING COUNTY PERSONNEL FOR THE PERIOD JULY 20, 2011 THROUGH JULY 19, 2016, IN ACCORDANCE WITH KING COUNTY ITB # 1265-11-JDH AND THE CORRESPONDING BID OF PACIFIC TOPSOILS, INC., BOTH INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.  Purchase Agreement Effective From: 20-JUL-11 To: 19-JUL-16						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

**ACCEPTANCE:**

This purchase order expressly limits acceptance to the terms and conditions stated herein.

**TOTAL**

*[Signature]*  
Authorized signature

**PURCHASE ORDER  
GENERAL TERMS AND CONDITIONS**

**Compliance:** By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

**Acceptance/Changes:** All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

**Inspections:** By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

**Change Orders:** Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

**Cancellation:** The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

**Invoices:** Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

**Shipping Instructions:** All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

**Warranty:** The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee given by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

**Certification Regarding Debarment, Suspension and Other Responsibility Matters:** By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Order of Precedence:** When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

ORIGINAL



King County

Department of Executive Services  
Finance and Business Operations Division  
Procurement and Contract Services Section  
206-263-9400 TTY Relay: 711

Invitation to Bid

ADVERTISED DATE: JUNE 9, 2011

Invitation to Bid (ITB) Title: Bark, Soil and Ground Cover Application Services

ITB Number: 1265-11-JDH

Due Date: June 23, 2011- no later than 2 p.m.

Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

Alternate Buyer: Gina Keolker, gina.keolker@kingcounty.gov, 206-263-9387

Term Supply Requirement

Furnish ground cover and application services as requested by King County personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 83,450.00

NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will only be received by:  
King County Procurement Services Section  
Chinook Building, 3rd Floor  
401 Fifth Avenue  
Seattle, WA 98104  
Office Hours: 8:00 a.m. – 5:00 p.m.  
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that Addenda numbered 1 to 2 have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

PACIFIC TOPSOILS, INC

Address

805 80<sup>TH</sup> ST. S.W.

City/State /Postal Code

EVERETT, WA. 98203

Signature

Print name and title

JONATHAN M. BARNES

Email

Phone

Fax

jbarnes@pacifictopsoils.com

425337-2700

425-514-3499

SCS/DBE Certification Number

N/A

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

# INVITATION TO BID Addendum # 1



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-263-9400 TTY Relay: 711

ADDENDUM DATE: June 23, 2011

ITB Title: Bark Soil and Ground Covering Application  
Services

ITB Number: 1265-11-JDH

**Revised Due Date/Time:** July 5, 2011 - 2:00 P.M.

Buyer: Janet Harjo, janet.harjo@kingcounty.gov, 206-263-9286

Alternate Buyer: Gina Keolker, gina.keolker@kingcounty.gov, 206-263-9387

This addendum is issued to revise the Original Bid Due Date of June 23, 2011 to read as follows:

The due date for bids has changed from June 23, 2011 to **July 5, 2011** at 2:00 P.M.

**All other terms and conditions shall remain the same.**

---

This Invitation to Bid Addendum will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

# Invitation to Bid Addendum # 2



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-263-9400 TTY Relay: 711

---

ADDENDUM DATE: June 27, 2011

ITB Title: Bark, Soil and Ground Covering Application Services

ITB Number: 1265-11 JDH

Revised Due Date/Time: July 7, 2011- no later than 2:00 p.m.

Buyer: Janet Harjo, janet.harjo@kingcounty.gov 206-263-9286

Alternate Buyer Gina Keolker, gina.keolker@kingcounty.gov, 206-263-9387

1. Bid Due Date has changed; bids are due **July 7, 2011** – no later than 2:00 p.m.
2. Remove '**Section 5 Federal Transit Administration (FTA) Requirements**' and '**Section 8 Buy America Certificate and Certificate of Lobbying Activities**' in their entirety.
3. Remove '**Section 6 Technical Specifications**' and '**Section 7 Bid Response**' in their entirety and replace with the following '**Section 5 Technical Specifications**' and '**Section 6 Bid Response**'.

## **SECTION 5 TECHNICAL SPECIFICATIONS**

### **5.1 Introduction of Specifications**

The purpose of this solicitation is to provide bark, soil, compost and bark application services.

### **5.2 Products and Services**

- A. Bark shall be delivered to a bunker or delivered to site and blown onto surface, as identified for each delivery by individual purchase order or verbal order.
- B. Soil and compost will be picked up at supplier's facility by County; average truckload is 5 to 6 yards.
- C. Products include the following commercial grade items:
  - 1. Medium Bark Dust
    - a. 2-1/2" to 2" particle size
    - b. Reddish to Reddish-Brown color
  - 2. 2-Way Top Soil  
Loam soil mixed with compost and processed through a 1/2" screen. This is an all-purpose soil with a slightly higher soil than compost content.
  - 3. 3-Way Top Soil  
Loam soil, peat and compost processed through a 1/2" screen. Appropriate for seeding lawns, sod, flower beds and vegetable gardens.
  - 4. Premium Mix  
Loam soil, compost and sand. Appropriate for seeding lawns, sod, planting beds, hydro-seeding and planting mounts.
  - 5. Compost  
Pacific Northwest recycled brush, branches, leaves, grass clippings, produce trimmings and a small amount of wood waste. Bulk compost is screened to 1/2 inch and aged 6 months to 1 year.
- D. Clean-up Requirements  
Supplier shall remove application material from plants, and whether a job is a bunker delivery or site application, shall blow down curbs, sidewalks, roadway and parking lot to remove stray material and debris.  
Electrical boxes, vaults and irrigation controls shall be cleared of applied material and debris.
- E. Consultation  
As an option, Contractor may supply pricing for estimating quantity of ground cover needed for a specific site. The Contractor will be given the address and a brief description of product needed and the desired depth. The Contractor shall respond via email with an estimate addressed to the following parties:

Ricardo Miramontez: Ricardo.miramontez@kingocounty.gov, phone: 206-713-3243

Mike Harrell: Michael.harrell@kingcounty.gov, phone: 206-684-2252

**5.3 Estimated Quantities**

The estimated annual requirements for each item is as follows.

- A. 2500 yards Medium Bark
- B. 500 yards Soil (2-Way, 3-Way and Premium)
- C. 500 yards Compost

**5.4 Billing**

Invoices shall be issued for each individual purchase order and shall include the following items for each item applied and each delivery location: meter reading, price per yard, and extended price.

**SECTION 6 BID RESPONSE**

**6.1 Rules of Price Evaluation**

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

**6.2 Delivery**

Delivery is expected day after verbal placement of an order and shall not exceed 5 days after placement of an order. Bid prices for application of bark or delivery to bunker are FOB destination to locations throughout King County.

Bunkers locations for delivery of bark are as follows.

King County North Facilities Maintenance  
12525 Stone Ave. N.  
Seattle, WA 98125

King County South Facilities  
11911 E. Marginal Way S., Building #3  
Tukwila, WA 98168

Bark delivery/application shall be available on weekdays, weekends and holidays with the following exceptions, for which there will be no delivery requirements: Thanksgiving, December 25<sup>th</sup>, New Years Day, Martin Luther King Day and President's Day.

Delivery hours are 8 a.m. to 5 p.m.

**6.3 Prompt Pay Discount**

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered 2 % - 10 Days, Net 11<sup>th</sup>

**6.4 Pricing**

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Item#	Estimated Annual Quantity	Unit of Measure	Description	Unit Price	Extended Price
1	1200	Yards	Medium Bark Dust, Blown In	40.00	48000.00
2	1200	Yards	Medium Bark Dust, Delivered to Bunker	21.00	25200.00
3	100	Yards	2-Way Topsoil (County will pick up)	16.50	1650.00
4	100	Yards	3-Way Topsoil (County will pick up)	15.00	1500.00
5	100	Yards	Supreme Mix (County will pick up)	16.00	1600.00
6	250	Yards	Compost (County will pick up)	22.00	5500.00

Item	Estimated Annual Quantity	Unit of Measure	Description	Unit Price	Extended Price
7	15	Each	Optional – Consultation to determine quantity of product needed for a site (Contractor can elect to provide pricing for this item or leave blank)	NO	BID
				Total	83450.00
			5 Year Total ('Total' * 5) Insert this number on cover sheet of bid submittal.		