

**KING CONSERVATION DISTRICT  
SPECIAL BOARD OF SUPERVISORS MEETING  
June 27th, 2022  
5:45 PM to 6:15 PM – via Teleconference Only**  
**Zoom Link:**  
<https://us06web.zoom.us/j/93675999679>  
**Call in Number: (253) 215-8782**  
**Meeting ID**936 7599 9679  
Meeting Agenda

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Call to Order

- |  |                          |
|--|--------------------------|
| <b>1. Preliminary Matters</b><br>a) Introductions<br>b) Additions or Corrections to the Agenda<br>c) Adoption of the Board Agenda                          | <b>5:45PM – 5:50 PM</b>  |
| <b>2. Public Comment</b>   | <b>5:50 PM – 5:55 PM</b> |
| <b>3. Unfinished Business</b><br>a) AI 22-044 WSCC NRI GRANT Project – Lasecki (p.3-44)<br>d) AI 22-046: Hope-Forest Health Management – Redmond (p.45-66) | <b>5:55 PM – 6:15 PM</b> |

# Unfinished Business

**SUBJECT: AI 22-044**

- Presentation of bids received and recommendation for award of a limited public works contract for the WSCC Natural Resources Investment Grant Project – District Implemented Brush Management.

**FISCAL IMPACT**

- WSCC NRI Grant funding awarded to KCD will cover the cost of this project.
- Current estimated project cost is \$17,500.00.
- Lowest responsible bidder's bid was \$17,100.00.

**POLICY CONSIDERATION**

- See attached Board of Supervisors Resolution No. 13-001.
- Per Resolution No. 13-001, 1.9, The District Board of Supervisors shall award the contract for a public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the Board of Supervisors may call for new bids.
- Per Resolution No. 13-001, 1.10, The District's Executive Director or designee shall present all quotations/bids and recommendation for award of the contract to the lowest responsible bidder to the Board of Supervisors.

**STAKEHOLDER INTERESTS**

- Small Forest Landowner Cooperators: Jack Greathouse, Nick Kazan, Gary King
- Washington State Conservation Commission – Project Funder

**BACKGROUND**

- The project associated with this Agenda Item is a Washington State Conservation Commission Natural Resources Investment (NRI) Grant Project that was previously reviewed and approved by the Board of Supervisors on 8/9/2021 as part of AI 21-058: WSCC Biennium Grant Addenda and Work Plan.
- This NRI grant funded project seeks to complete brush management on three long-time KCD small forest landowner cooperators' properties through the award of a single limited public works contract to the lowest responsible bidder.
- A request for bids was sent to all contractors currently on KCD's Riparian and Forestry Small Works Roster.

**EFFECTIVE DATE:**

- If approved, the limited public works contract will be awarded once representatives from both parties (KCD and Contractor) have signed the contract document.
- Project work will begin after award of contract, likely in July 2022, and project work will conclude by end of October 2022.

### **OPTIONS**

- Approve the award of a limited public works contract to recommended lowest responsible bidder.
- Discuss and delay action until next meeting on June 27<sup>th</sup>, 2022.
- Reject all submitted bids and call for new bids because it's believed that the lowest acceptable bid presented is not the best price obtainable.

### **RECOMMENDATION**

- Approve the award of a limited public works contract to the recommended lowest responsible bidder, Cascade Ecology LLC.

### **MOTION**

- Motion to approve the *award of a limited public works contract to the recommended lowest responsible bidder Cascade Ecology LLC in the amount of \$17,100.00 dollars for the execution of the WSCC Natural Resources Investment Grant Project – District Implemented Brush Management.*

### **Form of Bid**

All bids must be written in the space provided, either typed or in ink, on the Bid Form provided herein. Bids must be signed by an authorized representative or representatives of the bidder. Bidders shall fill in all required information on the Bid Form.

### **Bid Evaluation Criteria**

Evaluation of bids will include consideration of the following:

- Qualifications and experience
- Project schedule
- Project bid

### **Bid Form (Highlighted Fields Must be Filled Out)**

**Project Name: KING CONSERVATION DISTRICT — 2022 BRUSH  
MANAGEMENT PROJECT**

**Company Name: Cascade Ecology LLC**

**Full Legal Name of Bidder: Scott Brekke Davis**


**Date: 06/20/2022**

The undersigned and bidder declare(s), propose(s) and agree(s) as follows:

1. The undersigned has authority to complete and sign this Bid on behalf of the person, firm, business or corporation named herein as bidder.

2. Sign the full legal name(s) of the bidder

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3. The only persons, firms, businesses or corporations interested in the Bid as principals are named as bidders above.

4. The Bid is made without collusion with any person, firm business or corporation other than those named herein.

5. The bidder further declares that it has carefully examined the Request for Bids Documents, has satisfied itself as to the Work involved, and that this Bid is made in accordance with the provisions and under the terms of these Documents (Request for Bids, Exhibit A, Exhibit B and Sample Contract), which hereby are made a part of this Bid.

6. If this Bid is accepted, bidder will: a)execute the approved form of Contract with KCD; b)provide the performance security, if any, specified in the Contract Documents; c) will provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work required; d) furnish all the materials necessary; and e) do all the foregoing in the manner and time prescribed in, and according to the requirements set forth in, the Contract Documents.

7. If this Bid is accepted and the bidder fails to or neglects to execute and return the Contract, and provide performance security, if required, within ten (10) days from the date of receiving from KCD the Contract prepared and ready for execution, KCD at its option, determine that the bidder has abandoned the Contract, declare the bid security described in the Instructions to Bidders, if any, forfeited, and award the Contract to another bidder.

8. The Bidder by whom this Bid is submitted, and by whom the contract will be entered into in case award is made to the bidder, is a(n): individual/sole proprietorship/ partnership/ corporation / other

**Single member LLC**

9. The Bidder certifies, by their signed bid, that Bidder has not discriminated and will not discriminate against any person(s), employee or applicant for employment based on race, color, national origin, sex, sexual orientation, age, religion, disability, political affiliation or marital status.

10. Include in the Bid, the following Information

- a. Project Bid and Schedule
- b. Qualifications and Experience

#### **10.a Project Bid and Schedule**

Provide a summary of the project bid based on the tasks shown in the scope of work by filling out the below bid sheet.

The current project budget amount is \$17,500.00.

#### **Bid Sheet (Must Provide Total per Task and Total Project Bid Amount )**

<b>Task</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total</b>
Site 1 – Task 1	1.5	1600	2400
Site 1 – Task 2	2	1400	2800
Site 1 – Task 3	1.5	1600	2400
Site 1 – Task 4	.5	1600	800
Site 2 – Task 1	1.25	1600	2000



Site 2 – Task 2	1	1600	1600
Site 3 – Task 1	1.5	1600	2400
Site 3 – Task 2	1	1600	1600
Site 3 – Task 3	1	1100	1100
TOTAL PROJECT BID			17,100

Provide a description of Contractor's availability for this project and a proposed project schedule for completion of project tasks in the space below:

Availability in late June / July is more constricted, and may require weekend work. Availability in September is tentative. Availability in October is very open and flexible.

**Site 1: Tasks 1 & 2:** Weds 6/29– Friday 7/1

**Site 2: Task 1:** Thurs 7/21 and/or Friday 7/22

**Site 3: Task 1:** In range of 7/16–7/20

**Site 1: Tasks 3 & 4:** 10/10–10/11

**Site 2: Task 2:** 10/12

**Site 3: Tasks 2 & 3:** 10/13–10/14

## 10.b Qualifications and Experience

Provide a summary of qualification/experience information that demonstrates contractor meets the qualifications for this project. (Attach documentation as needed)

1. Possess at least three (3) years of demonstrated experience working in the Pacific Northwest in the following areas: Control of noxious and woody weeds in forested settings using mechanical and chemical treatment methods.

Cascade Ecology LLC has been in operation since May of 2019. We have conducted Wetland mitigation, habitat restoration, and residential landscape renovation activities that have included mechanical and chemical treatment of invasive species. We have engaged in latest science and practice through regional Innovations in Invasive Species Management conferences. We have experience controlling multiple species of invasive blackberry, English holly, English hawthorn, multiple knotweed species, English ivy, and more. We have extensive experience utilizing spray, lance, and stem injection methods of herbicide application. We have extensive experience with mechanical/manual removal methods. We have excellent skills at identification of native plant species, and experience and skill preserving them within the task of noxious weed removal and management. We have managed infestations on small sites to multiple acres, on both

public and private property. We have successfully brought multiple restoration and mitigation projects in King County and local municipalities from initial control and installation, through monitoring and maintenance, to final approval and completion.

2. Possess the required WSDA pesticide license(s) and endorsements to be legally qualified and able to implement the chemical treatments detailed in the project's technical specifications.

Scott Davis, owner and lead ecologist for Cascade Ecology LLC, is a licensed applicator in Washington with an aquatic and ornamental weed endorsements. License number is 103316. License is valid through 12/31/22.

## Exhibit A – Scope and Summary of Work

I. Project Location

This project is located on private land at the following locations:

Site 1: Greathouse Property – 48026 SE Mt Si Rd, North Bend, WA 98045

Site 2: Kazan Property – Parcels East of 5912 SW Point Robinson Rd, Vashon, WA 98070, Parcel # 1522039032 & 1522039038

Site 3: King Property – 19985 SE 416TH ST, Enumclaw, WA 98022

II. Scope of Services to be provided by the Contractor. The Contractor shall furnish services including, but not limited to the following:A. Site 1: Greathouse Property – Within flagged Project Zones A-F, approximately 2 acres of forest:

1. Task 1: In June or July 2022 complete brush cutting, mowing, and/or hand tool cutting down of invasive blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native tree seedlings/saplings. Treat blackberry canes cut between ground and 6” above ground where possible immediately with a 100% solution of Triclopyr herbicide in Zones A-D.
2. Task 2: In June or July 2022 complete brush cutting, mowing, and/or hand tool cutting down of invasive blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native tree seedlings/saplings. Then manually grub, dig, or pull-out blackberry root balls of cut blackberry canes in Zones E and F.
3. Task 3: In September or October 2022 cut any regrown or remaining blackberry canes between ground and 6” above ground and immediately paint canes with a 100% solution of Triclopyr herbicide in Zones A-D. In Zones E and F cut any regrown or remaining blackberry canes between ground and 6” above ground and immediately paint canes with a 100% solution of aquatic approved Triclopyr herbicide.
4. Task 4: In September or October 2022 cut any discovered holly or laurel stems in Zones A-D too large to pull between ground and 6” above ground and immediately paint with a 100% solution of Triclopyr herbicide. In Zones E and F cut any discovered holly or laurel stems too large to pull between ground and 6” above ground and immediately paint with a 100% solution of aquatic approved Triclopyr herbicide.

- B. Site 2: Kazan Property – Within flagged Project Zones A-C, approximately 1 acre of forest:
1. Task 1: In June or July 2022 complete brush cutting, mowing, and/or hand tool cutting down of invasive blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native tree seedlings/saplings, in Zones A-C.
  2. Task 2: In September or October 2022 cut any regrown or remaining blackberry canes between ground and 6” above ground and immediately paint canes with a 100% solution of Triclopyr choline herbicide (e.g. Vastlan Herbicide) in Zones A-C.
- C. Site 3: King Property – Flagged Project Zones A-D, approximately 3.5 acres of forest.
1. Task 1: In July 2022 or after flowering and start of fruit set on invasive blackberry complete herbicide foliar spot spraying of invasive blackberry, avoiding damage to native trees and shrubs as much as possible especially native tree seedlings/saplings in Zones A-D. Where invasive blackberry is intermixed with native vegetation cut blackberry canes between ground and 6” above ground and immediately paint canes with a 100% solution of Triclopyr herbicide, in Zones A-D.
  2. Task 2: In September or October 2022 cut any regrown or remaining blackberry canes between ground and 6” above ground and immediately paint canes with a 100% solution of Triclopyr herbicide in Zones A-D.
  3. Task 3: In September or October 2022 cut any discovered holly or hawthorn stems too large to pull between ground and 6” above ground and immediately paint cut stems with a 100% solution of Triclopyr herbicide or on larger diameter stems inject with herbicide shells in Zones A-D.
- D. Contractor shall provide KCD project manager with a 48-hour advanced notice of their planned arrival to project sites to perform project work.
- E. Contractor shall inform KCD project manager within 24 hours of the completion of a project task.
- F. Contractor shall provide copies of WSDA herbicide application records to KCD project manager for all herbicide applications associated with project tasks.

G. Contractor shall follow provisions of the Unanticipated Discovery Plan included as part of Exhibit B.

III. Scope of Services to be provided by the King Conservation District. The District shall furnish services and materials as follows:

- A. Coordinate with landowners as needed to provide contractor with access to project sites.
- B. Communicate with landowners about estimated work timeline, project progress, and to address their project related questions.
- C. Monitor project sites post completion of project work.
- D. Provide services as described in Exhibit B if cultural resources are discovered during project implementation of project work.

IV. Billing / Rate Information. The Contractor shall be reimbursed as follows:

- A. The District shall compensate the Contractor for services performed as detailed below and in the attached Exhibit C; Bid Sheet or as otherwise mutually agreed to in writing by both parties. The Contractor will bill the District, not to exceed the costs listed below.

*For Scope of Services listed under Item II.*

Total Billing/Rate not to exceed:  
\$XXXXXX

- B. The Contractor agrees to submit approved billing invoices to the District.

## Exhibit B – Project Technical Specifications

- Project Site Technical Specifications
  - Site 1 – Greathouse Property
  - Site 2 – Kazan Property
  - Site 3 – King Property
- Unanticipated Discovery Plan – Cultural Resources

# Project Site Technical Specifications

## The Project Purpose(s):

- ☐ Create the desired plant community consistent with the ecological site description.
- ☐ Restore or release desired vegetative cover to protect soils, control erosion, reduce sediment, improve water quality, or enhance hydrology.
- ☐ Maintain, modify, or enhance fish and wildlife habitat.
- ☐ Improve forage accessibility, quality, and quantity for livestock and wildlife.
- ☐ Manage fuel loads to achieve desired conditions.
- ☒ Pervasive plant species are controlled to a desired level of treatment that will ultimately contribute to creation or maintenance of an ecological site description “steady state” addressing the need for forage, wildlife habitat, and/or water quality.

## Resource Concerns:

Excessive pest damage to native trees and shrubs in forest stands from pervasive invasive blackberry and other noxious woody weeds.

## General Specifications for All Sites

Brush management activities shall comply with the following items based on purpose(s), and applicable techniques for controlling undesirable woody plants.

1. All activities associated with this practice shall comply with state, local and tribal laws and regulations prior to commencing an activity.
2. The equipment and tools used in brush management, and the timing of application must be consistent with soil and site conditions for avoiding excessive compaction or damage to the soil surface layer.
3. For safety purposes ground-based heavy equipment are generally not applied on slopes exceeding 30 percent.
4. Operator may use mechanical, chemical or manual methods either alone or in combination to achieve the desired results.
5. All herbicides will be applied according to the manufacturer’s label.

## Operation Specifications for All Sites

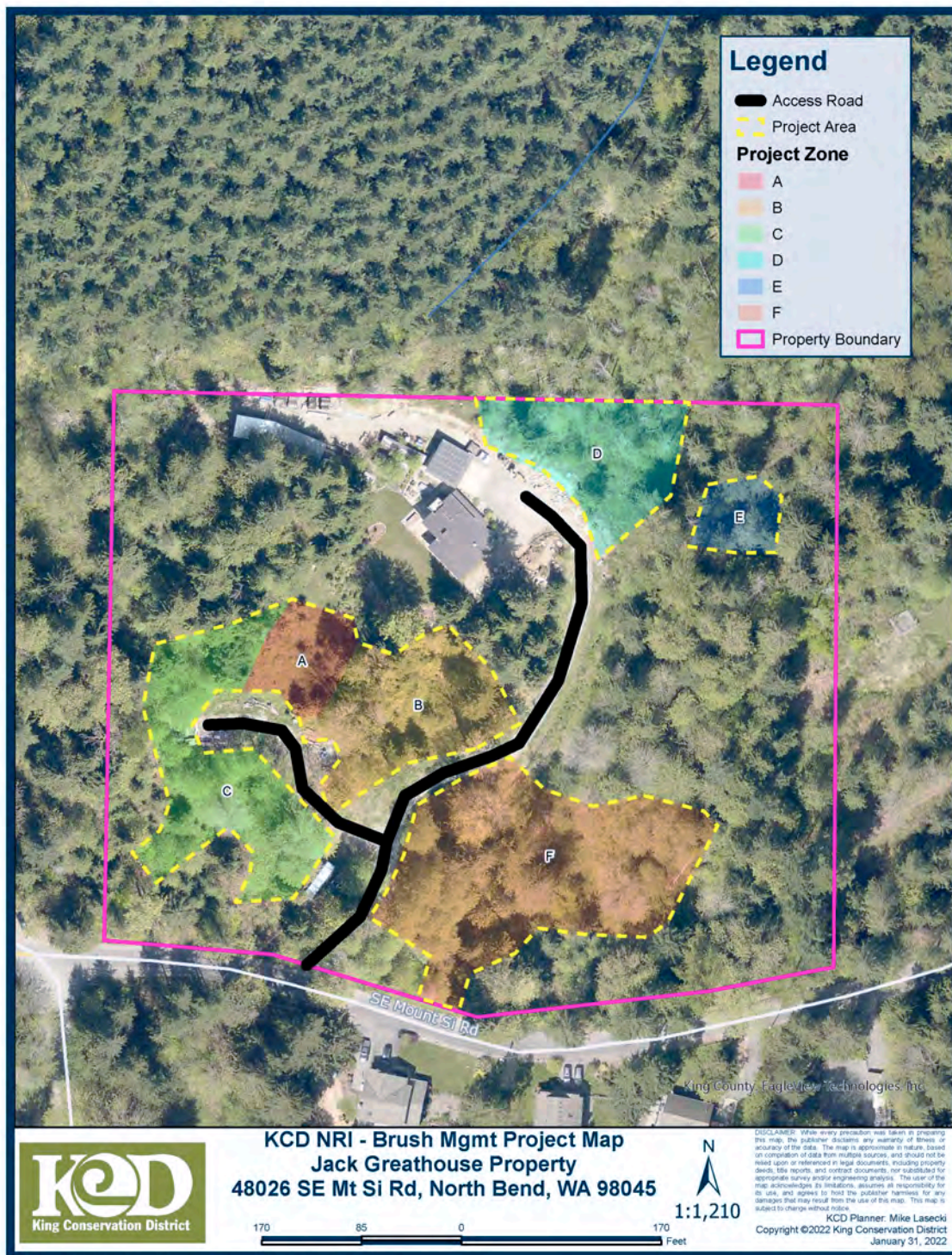
Brush Management practices shall be applied using approved materials and procedures. Operations will comply with all local, State, and Federal laws and ordinances.

- Follow label requirements for mixing/loading setbacks from wells, intermittent streams and rivers, natural or impounded ponds and lakes, and reservoirs.
- Post signs, according to label directions and/or Federal, State, Tribal, and local laws, around fields that have been treated. Follow restricted entry intervals.
- Dispose of herbicide and herbicide containers in accordance with label directions and adhere to Federal, State, Tribal, and local regulations.
- Read and follow label directions and maintain appropriate Material Safety Data Sheets (MSDS). MSDS and herbicide labels may be accessed on the Internet at: <http://www.greenbook.net/>.
- Calibrate application equipment according to recommendations before each seasonal use and with each major chemical and site change.
- Replace worn nozzle tips, cracked hoses, and faulty gauges on spray equipment.
- Maintain herbicide application records in accordance with WSDA requirements.



## Site 1 – Greathouse Property Specifications

Project Address: Parcel# 0723099023, 48026 SE Mt Si Rd, North Bend, WA 98045



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## Description of Work

Project site work will consist of the control of invasive blackberry brush, English holly and laurel in six treatment zones (A, B, C, D, E, F). Method of treatment will be a combination of mechanical, manual and chemical techniques. Perimeters of treatment zones have been marked with colored flagging by KCD project manager and areas outside marked zone perimeters will be left untreated by this project.

Initial treatment in zones A, B, C and D will be a mechanical cutting, mowing, or brush cutting of invasive blackberry in treatment zones by hired contractor and where feasible cut canes will be treated with herbicide.

Initial treatment in zones E and F will be a combination of cutting back blackberry canes and then manually grubbing, digging, or pulling up invasive blackberry root balls in these treatment zones.

A final follow up treatment in all zones will consist of a combined mechanical/chemical treatment (cut and paint) of any regrown or remaining blackberry canes and any discovered English holly or laurel stems growing in treatment zones.

**Acres to be Treated:** 2

## Treatment Specifications

Mechanical ☒

- Type of equipment and any modifications necessary to enable the equipment to adequately complete the job.  
***Equipment may include cutting hand tools, brush saws, chainsaws, walk behind brush mower, masticator or similar skid-steer attached equipment that contractor has available and chooses to utilize.***

Chemical ☒

- Acceptable chemical treatment references for containment and management of target species.  
<https://your.kingcounty.gov/dnrp/library/archive-documents/wlr/LANDS/Weeds/pdf/blackberry-control.pdf>  
<https://your.kingcounty.gov/dnrp/library/water-and-land/weeds/BMPs/English-holly-control.pdf>  
<https://kingcounty.gov/services/environment/animals-and-plants/noxious-weeds/weed-identification/common-hawthorn.aspx>  
<https://pnwhandbooks.org/weed>
- Any special mitigation, timing considerations or other factors (such as soil texture and organic matter content) that must be considered to ensure the safest, most effective application of the herbicide.  
***This project will require the application of herbicides using a cut and paint or cut stump application method. Treatment Zones E and F are in close proximity to a stream and any herbicides used for treatments in these zones should follow all applicable herbicide label instructions for applying herbicide in wetland and riparian habitats.***

Treatment Zone, Zone Size, Target Species	Treatment Procedures (e.g. mowing, herbicide application, etc.)	Planned Treatment Dates and/or brush growth stage
Zone A, 0.1 acre – Invasive Blackberry, English Holly	<p><u>Blackberry:</u>            -In spring or early summer contractor will complete brush cutting, mowing, and/or hand tool cutting down of blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native tree seedlings/saplings.</p> <p>-Contractor will treat blackberry canes cut between ground and 6" above ground where possible immediately with a 100% solution of Triclopyr herbicide.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with a 100% solution of Triclopyr herbicide.</p> <p><u>English Holly:</u>            -Late summer or early fall contractor will cut any discovered stems between ground and 6" above ground and immediately paint with a 100% solution of Triclopyr herbicide.</p>	<p>Spring or Early Summer</p> <p>September or October</p> <p>September or October</p>
Zone B, 0.3 acre – Invasive Blackberry, English Holly	<p><u>Blackberry:</u>            - In spring or early summer will complete brush cutting, mowing, and/or hand tool cutting down of blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native tree seedlings/saplings.</p> <p>-Contractor will treat blackberry canes cut between ground and 6" above ground where possible immediately with a 100% solution of Triclopyr herbicide.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with a 100% solution of Triclopyr herbicide.</p> <p><u>English Holly:</u>            -Late summer or early fall contractor will cut any discovered stems between ground and 6" above ground and immediately paint with a 100% solution of Triclopyr herbicide.</p>	<p>Spring or Early Summer</p> <p>September or October</p> <p>September or October</p>
Zone C, 0.4 acre – Invasive Blackberry, English Holly, Laurel	<p><u>Blackberry:</u>            - In spring or early summer contractor will complete brush cutting, mowing, and/or hand tool cutting down of blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native tree seedlings/saplings.</p>	<p>Spring or Early Summer</p>

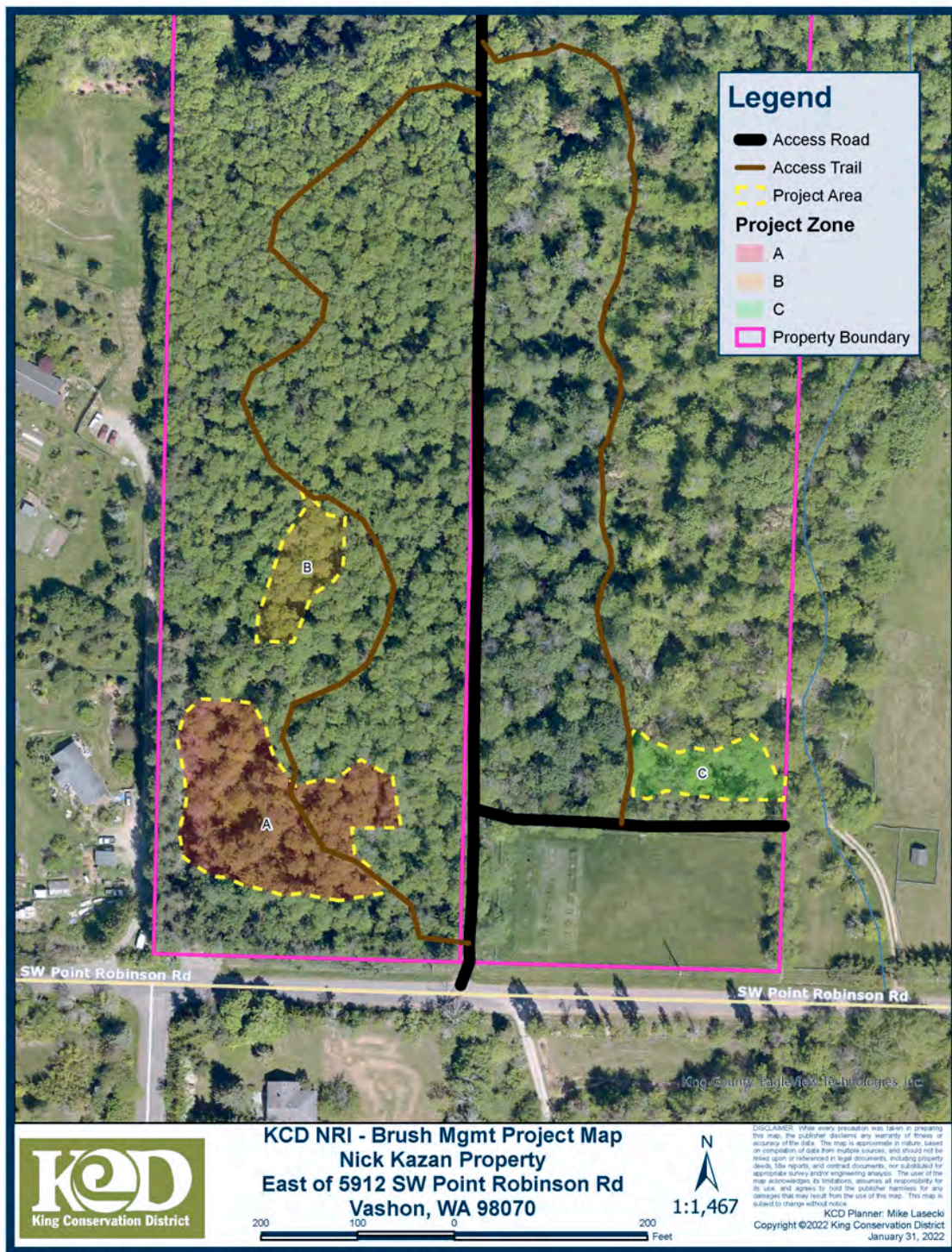
	<p>-Contractor will treat blackberry canes cut between ground and 6" above ground where possible immediately with a 100% solution of Triclopyr herbicide.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with a 100% solution of Triclopyr herbicide.</p> <p><u>English Holly &amp; Laurel:</u></p> <p>-Late summer or early fall contractor will cut any discovered stems between ground and 6" above ground and immediately paint with a 100% solution of Triclopyr herbicide.</p>	<p>September or October</p> <p>September or October</p>
Zone D, 0.3 acre – Invasive Blackberry, English Holly	<p><u>Blackberry:</u></p> <p>- In spring or early summer contractor will complete brush cutting, mowing, and/or hand tool cutting down of blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native tree seedlings/saplings.</p> <p>-Contractor will then manually grub, dig, or pull-out blackberry root balls of cut blackberry canes.</p> <p>-Late summer or early fall contractor will cut any regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with a 100% solution of Triclopyr herbicide.</p> <p><u>English Holly:</u></p> <p>-Late summer or early fall contractor will cut any discovered stems between ground and 6" above ground and immediately paint with a 100% solution of Triclopyr herbicide.</p>	<p>Spring or Early Summer</p> <p>September or October</p> <p>September or October</p>
Zone E, 0.1 acre – Invasive Blackberry, English Holly	<p><u>Blackberry:</u></p> <p>- In spring or early summer contractor will complete brush cutting, mowing, and/or hand tool cutting down of blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native tree seedlings/saplings.</p> <p>-Contractor will then manually grub, dig, or pull-out blackberry root balls of cut blackberry canes.</p> <p>-Late summer or early fall contractor will cut any regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with a 100% solution of aquatic Triclopyr herbicide.</p> <p><u>English Holly:</u></p> <p>-Late summer or early fall contractor will cut any discovered stems between ground and 6" above ground and immediately paint with a 100% solution of aquatic Triclopyr herbicide.</p>	<p>Spring or Early Summer</p> <p>September or October</p> <p>September or October</p>





## Site 2 – Kazan Property Specifications

**Project Address:** Parcel# 1522039032 & 1522039038, East of 5912 SW Point Robinson Rd, Vashon, WA 98070



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## Description of Work

Project will consist of the control of invasive blackberry, English holly, and English hawthorn in three treatment zones (A, B, C). Method of treatment will be a combination of mechanical, manual and chemical treatments. Perimeters of treatment zones are marked with colored flagging and areas outside marked zone perimeters will be left untreated by this project.

Initial treatment in each zone will be a mechanical cutting, mowing, or brush cutting of invasive blackberry in treatment zones by hired contractor.

A final treatment will consist of a combined mechanical/chemical treatment (cut and paint) of any regrown blackberry canes in treatment zones by hired contractor.

**Acres to be Treated:** 1.0

## Treatments

Mechanical ☒

- Type of equipment and any modifications necessary to enable the equipment to adequately complete the job. ***Equipment may include cutting hand tools, brush saws, chainsaws, walk behind brush mower, masticator or similar skid-steer attached equipment that contractor has available and chooses to utilize.***

Chemical ☒

- Acceptable chemical treatment references for containment and management of target species.  
<https://your.kingcounty.gov/dnrp/library/archive-documents/wlr/LANDS/Weeds/pdf/blackberry-control.pdf>  
<https://your.kingcounty.gov/dnrp/library/water-and-land/weeds/BMPs/English-holly-control.pdf>  
<https://kingcounty.gov/services/environment/animals-and-plants/noxious-weeds/weed-identification/common-hawthorn.aspx>  
<https://pnwhandbooks.org/weed>
- Any special mitigation, timing considerations or other factors (such as soil texture and organic matter content) that must be considered to ensure the safest, most effective application of the herbicide.  
***This project will require the application of herbicides using a cut and paint or cut stump application method. Follow applicable herbicide label instructions for using this method of pesticide application.***

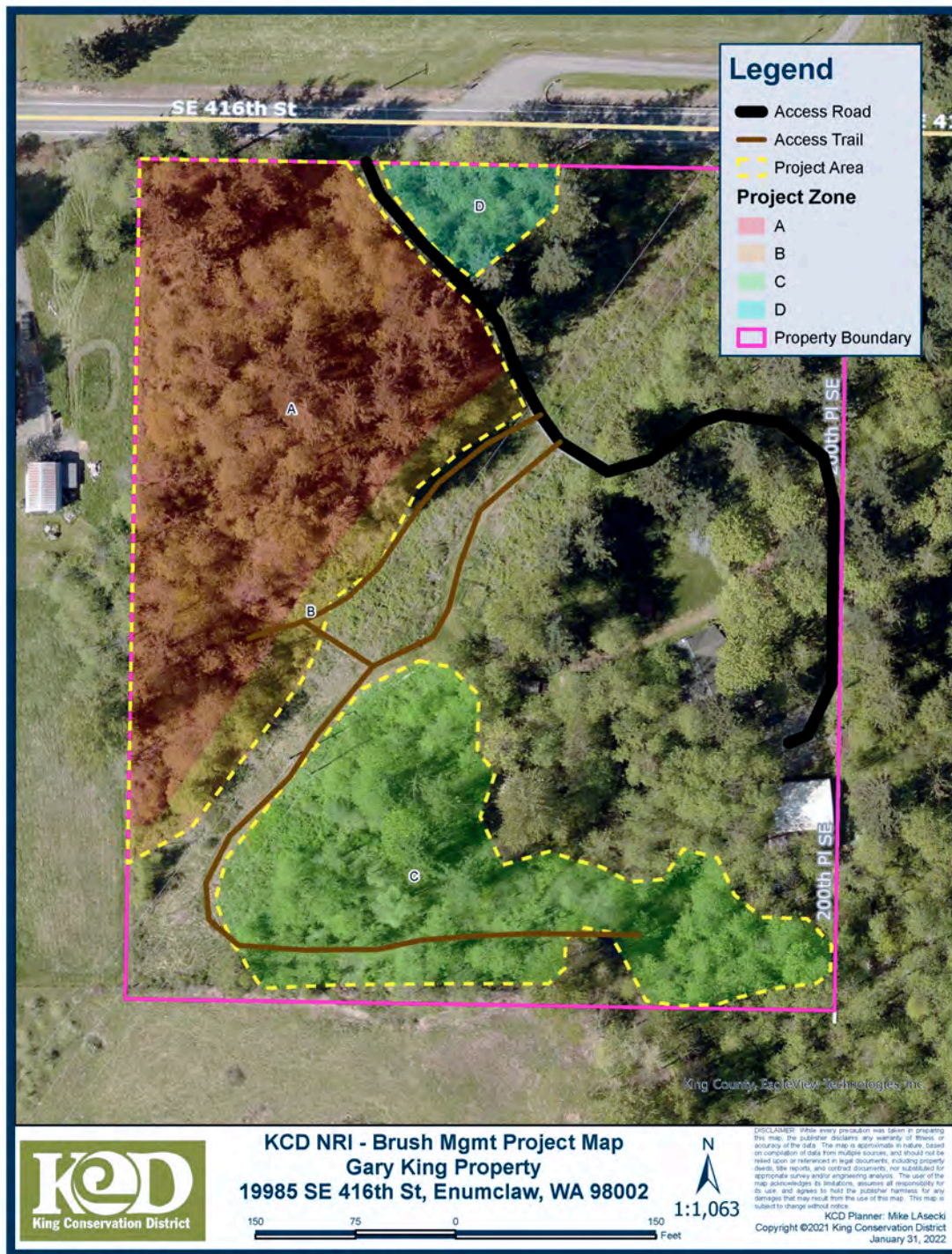
Treatment Zone, Zone Size, Target Species	Treatment Procedures (e.g. mowing, herbicide application, etc.)	Planned Treatment Dates and/or brush growth stage
Zone A, 0.7 acre – Invasive Blackberry, English Holly, English Hawthorn	<u>Blackberry:</u> - In spring or early summer contractor will complete brush cutting, mowing, and/or hand tool cutting down of blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native conifer tree seedlings/saplings.	Spring or Early Summer  April – August

	<p>-Spring and summer landowner will complete grubbing or digging out of blackberry root balls.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with 100% solution of Triclopyr choline herbicide.</p> <p><u>English Holly and English Hawthorn:</u> -Late summer or early fall landowner will lance inject larger holly and hawthorn stems with imazapyr herbicide shells.</p>	<p>September or October</p> <p>September or October</p>
Zone B, 0.1 acre – Invasive Blackberry, English Holly, English Hawthorn	<p><u>Blackberry:</u> - In spring or early summer contractor will complete brush cutting, mowing, and/or hand tool cutting down of blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native conifer tree seedlings/saplings.</p> <p>-Spring and summer landowner will complete grubbing or digging out of blackberry root balls.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with 100% solution of Triclopyr choline herbicide.</p> <p><u>English Holly and English Hawthorn:</u> -Late summer or early fall landowner will lance inject larger holly and hawthorn stems with imazapyr herbicide shells.</p>	<p>Spring or Early Summer</p> <p>April – August</p> <p>September or October</p> <p>September or October</p>
Zone C, 0.2 acre – Invasive Blackberry	<p><u>Blackberry:</u> - In spring or early summer contractor will complete brush cutting, mowing, and/or hand tool cutting down of blackberry canes, avoiding damage to native trees and shrubs as much as possible especially native conifer tree seedlings/saplings.</p> <p>-Spring and summer landowner will complete grubbing or digging out of blackberry root balls.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with 100% solution of Triclopyr choline herbicide.</p> <p><u>English Holly and English Hawthorn:</u> -Late summer or early fall landowner will lance inject larger holly and hawthorn stems with imazapyr herbicide shells.</p>	<p>Spring or Early Summer</p> <p>April – August</p> <p>September or October</p> <p>September or October</p>



## Site 3 – King Property Specifications

Project Address: Parcel# 1720069118, 19985 SE 416TH ST, Enumclaw, WA 98022



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## Description of Work

Project will consist of the control of invasive blackberry, English holly, and English hawthorn in four treatment zones (A, B, C, D). Method of treatment will be a combination of mechanical and chemical techniques. Perimeters of treatment zones have been marked with colored flagging and areas outside marked zone perimeters will be left untreated by this project.

Initial treatment in each zone will be a foliar herbicide treatment of dense patches of invasive blackberry in treatment zones and a cut/paint herbicide treatment of blackberry canes intermixed with native trees and shrubs by hired contractor.

Contractor will complete a second herbicide treatment (cut and paint) in late summer or early fall of any regrown blackberry canes, English holly stems, and English hawthorn stems growing in treatment zones.

**Acres to be Treated:** 3.5

## Treatments

Mechanical ☒

- Type of equipment and any modifications necessary to enable the equipment to adequately complete the job.  
***Equipment may include cutting hand tools, brush saws, chainsaws, walk behind brush mower, masticator or similar skid-steer attached equipment that contractor has available and chooses to utilize.***

Chemical ☒

- Acceptable chemical treatment references for containment and management of target species.  
<https://your.kingcounty.gov/dnrp/library/archive-documents/wlr/LANDS/Weeds/pdf/blackberry-control.pdf>  
<https://your.kingcounty.gov/dnrp/library/water-and-land/weeds/BMPs/English-holly-control.pdf>  
<https://kingcounty.gov/services/environment/animals-and-plants/noxious-weeds/weed-identification/common-hawthorn.aspx>  
<https://pnwhandbooks.org/weed>
- Any special mitigation, timing considerations or other factors (such as soil texture and organic matter content) that must be considered to ensure the safest, most effective application of the herbicide.  
***This project will require the application of herbicides using both a cut and paint or cut stump application method and a spot spray foliar application method. Follow applicable herbicide label instructions for using these methods of pesticide application.***

Treatment Zone, Zone Size, Target Species	Treatment Procedures (e.g. mowing, herbicide application, etc.)	Planned Treatment Dates and/or brush growth stage
Zone A, 1.8 acre – Invasive Blackberry, English Holly, English Hawthorn	<u>Blackberry:</u> -In summer contractor will complete spot spraying of dense invasive blackberry and where blackberry is intermixed with native vegetation cut and paint blackberry canes between	July or after flowering and start of fruit set

	<p>ground and 6" above ground and immediately paint canes with a 100% solution of Triclopyr herbicide.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with 100% solution of Triclopyr herbicide.</p> <p><u>English Holly and English Hawthorn:</u> -Late summer or early fall contractor will cut stems between ground and 6" above ground and immediately paint with 100% solution of Triclopyr herbicide or on larger diameter stems inject with herbicide shells.</p>	<p>September or October</p> <p>September or October</p>
<p>Zone B, 0.3 acre – Invasive Blackberry, English Holly, English Hawthorn</p>	<p><u>Blackberry:</u> -In summer contractor will complete spot spraying of dense invasive blackberry or where it's intermixed with native vegetation cut and paint blackberry canes between ground and 6" above ground and immediately paint canes with a 100% solution of Triclopyr herbicide.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with 100% solution of Triclopyr herbicide.</p> <p><u>English Holly and English Hawthorn:</u> -Late summer or early fall contractor will cut stems between ground and 6" above ground and immediately paint with 100% solution of Triclopyr herbicide or on larger diameter stems inject with herbicide shells.</p>	<p>July or after flowering and start of fruit set</p> <p>September or October</p> <p>September or October</p>
<p>Zone C, 1.3 acre – Invasive Blackberry, English Holly, English Hawthorn</p>	<p><u>Blackberry:</u> -In summer contractor will complete spot spraying of dense invasive blackberry or where it's intermixed with native vegetation cut and paint blackberry canes between ground and 6" above ground and immediately paint canes with a 100% solution of Triclopyr herbicide.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with 100% solution of Triclopyr herbicide.</p> <p><u>English Holly and English Hawthorn:</u> -Late summer or early fall contractor will cut stems between ground and 6" above ground and immediately paint with 100% solution of Triclopyr herbicide or on larger diameter stems inject with herbicide shells.</p>	<p>July or after flowering and start of fruit set</p> <p>September or October</p> <p>September or October</p>

Zone D, 0.1 acre – Invasive Blackberry, English Holly, English Hawthorn	<p><u>Blackberry:</u> -In summer contractor will complete spot spraying of dense invasive blackberry or where it's intermixed with native vegetation cut and paint blackberry canes between ground and 6" above ground and immediately paint canes with a 100% solution of Triclopyr herbicide.</p> <p>-Late summer or early fall contractor will cut regrown or remaining blackberry canes between ground and 6" above ground and immediately paint canes with 100% solution of Triclopyr herbicide.</p> <p><u>English Holly and English Hawthorn:</u> -Late summer or early fall contractor will cut stems between ground and 6" above ground and immediately paint with 100% solution of Triclopyr herbicide or on larger diameter stems inject with herbicide shells.</p>	<p>July or after flowering and start of fruit set</p> <p>September or October</p> <p>September or October</p>

# **UNANTICIPATED DISCOVERY PLAN**

## **PLAN AND PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS IN KING CONSERVATION DISTRICT, WASHINGTON**

### **1. INTRODUCTION**

The King Conservation District assists landowners to do conservation work on their property. The following Unanticipated Discovery Plan (UDP) outlines procedures to follow, in accordance with state and federal laws, if archaeological materials or human remains are discovered while doing conservation work on your land.

### **2. RECOGNIZING CULTURAL RESOURCES**

A cultural resource discovery could be prehistoric or historic. Examples include:

- An accumulation of shell, burned rocks, or other food related materials
- Bones or small pieces of bone,
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years,
- Buried railroad tracks, decking, or other industrial materials.

When in doubt, assume the material is a cultural resource.

### **3. ON-SITE RESPONSIBILITIES**

**STEP 1: STOP WORK.** If any landowner, contractor, subcontractor, or other person believes that he or she has uncovered a cultural resource at any point in doing conservation work, all work adjacent to the discovery must stop. The discovery location should be secured at all times.

Note: If human remains are encountered, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. See Section 5 below for next steps.

**STEP 2: NOTIFY MONITOR.** If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow its provisions.

**STEP 3: NOTIFY KING CONSERVATION DISTRICT.** Contact the King CD at 425-282-1900 and ask to speak to the staff person associated with the project.

If you can't reach the specific KCD staff person associated with the project, contact the KCD Front Desk at 425-282-1900 to report the cultural resource discovery. Ask that the appropriate staff person be notified.

#### 4. FURTHER CONTACTS AND CONSULTATION

##### A. Landowner's Responsibilities:

- Protect Find: The Landowner is responsible for taking appropriate steps to protect the discovery site. All work will stop in an area adequate to provide for the total security, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth in this document.
- Direct Construction to Elsewhere On-site: The Landowner may direct construction to continue away from the cultural resources discovery area.

##### B. Conservation District's Responsibilities:

- Identify Find: The Conservation District will assist the landowner to ensure that a professional archaeologist examines the find to determine if it is archaeological, and document their findings.
  - If it is determined to not be archaeological, work may proceed with no further delay.
  - If it is determined to be archaeological, the King CD will assist the landowner to continue with proper notifications and permitting.
  - If the discovery is human remains or funerary objects, King CD will ensure that the DAHP State Physical Anthropologist examines the find. If the discovery is determined to be human remains, the procedure described in Section 5 will be followed.
- Notify DAHP: King CD will assist the landowner in contacting the Department of Archaeology and Historic Preservation (DAHP).

##### Department of Archaeology and Historic Preservation:

Gretchen Kaehler

Local Governments Archaeologist

email: [Gretchen.Kaehler@dahp.wa.gov](mailto:Gretchen.Kaehler@dahp.wa.gov)

360-586-3088

360-628-2755 - Cell

Or

Dr. Allyson Brooks,

State Historic Preservation Officer/Director

email: [Allyson.Brooks@dahp.wa.gov](mailto:Allyson.Brooks@dahp.wa.gov)

360- 586-3066

Or

Dr. Guy Tasa

State Physical Anthropologist

email: [Guy.Tasa@dahp.wa.gov](mailto:Guy.Tasa@dahp.wa.gov)

360-586-3534

360-790-1633 – Cell



- Notify Tribes: If the discovery may relate to Native American interests, King CD will assist the landowner in contacting the appropriate Tribal Liaison(s).

The Tribes that may potentially have interest within King Conservation District are:

Muckleshoot Indian Tribe  
 Laura Murphy  
 Archaeologist, Cultural Resources  
 253-876-3272  
[laura.murphy@muckleshoot.nsn.us](mailto:laura.murphy@muckleshoot.nsn.us)

Puyallup Tribe  
 Brandon Reynon  
 Cultural Resources  
 253-573-7986  
[brandon.reynon@puyalluptribe.com](mailto:brandon.reynon@puyalluptribe.com)

Snoqualmie Nation  
 Steve Mullen-Moses  
 Director of Archaeology &  
 Historic Preservation  
 425-495-6097  
[steve@snoqualmietribe.us](mailto:steve@snoqualmietribe.us)

Stillaguamish Tribe  
 Kerry Lyste  
 Cultural Resources  
 360-657-3687 ext. 14  
[klyste@stillaguamish.com](mailto:klyste@stillaguamish.com)

Suquamish Tribe  
 Dennis Lewarch  
 Tribal Historic Preservation Office  
 360-394-8529  
[dlewarch@Suquamish.nsn.us](mailto:dlewarch@Suquamish.nsn.us)

Tulalip Tribes  
 Richard Young  
 Cultural Resources  
 360-716-2652  
[ryoung@tulaliptribes-nsn.gov.com](mailto:ryoung@tulaliptribes-nsn.gov.com)

## **5. SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL**

Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. The remains will not be touched, moved, or further disturbed.

In addition to the actions described in Sections 3 and 4, the landowner or other responsible person onsite will immediately notify the local law enforcement agency or the King County Medical Examiner office at 206-731-3232 before completing the other steps in Section 3, any time human skeletal remains are found.

If ground disturbing activities encounter human skeletal remains during the course of construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance.

The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic.

If the county medical examiner/coroner determines the remains are non-forensic, then the examiner/coroner will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains.

The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains."

When consultation and documentation activities are complete, construction in the discovery area may resume as described in Section 6.

Note: If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 5 above will be followed.

## **6. PROCEEDING WITH CONSTRUCTION**

Project construction outside the discovery location may continue while documentation and assessment of the cultural resources proceed. An archeologist must determine the boundaries of the discovery location. Construction may continue at the discovery location only after the process outlined in this plan is followed and the King CD determines that compliance with state and federal laws is complete.



# Sample KCD Limited Public Works Project Contract

**King Conservation District**

**XXXXXXXXXX Project**

**LIMITED PUBLIC WORKS PROJECT CONTRACT**

THIS AGREEMENT is between the KING CONSERVATION DISTRICT, a municipal corporation of the State of Washington (the "District"), and XXXXXXXXXXXX (the "Contractor").

The parties agree as follows:

1. Term of Agreement. This Agreement shall be effective from and after XXXXXXXX through XXXXXXXX, unless terminated earlier pursuant to the provisions of this Agreement. Contractor shall commence work under this Contract upon receipt of notice to proceed from the District. All Project work must be completed no later than XXXXXXXX.

2. Scope of Work to be Performed. Contractor shall do all work and furnish all tools, materials, and equipment for the District's limited public works project known as "XXXXXXXXXXXX" ("Project") in accordance with and as more fully described in the Summary of Work and Technical Specifications attached hereto as Exhibits A and B. In the event of a conflict between Exhibit A or Exhibit B and this Agreement, the provisions of this Agreement shall prevail.

3. Compensation and Payment.

A. Compensation. The District shall pay the Contractor for all completed work and services as provided in Exhibit A. The total amount paid under this Agreement shall not exceed XXXXXXXX unless mutually agreed upon in writing by the parties.

B. Payment. The Contractor shall submit to the District an itemized billing statement that identifies in detail, to the reasonable satisfaction of the District, the days worked and which describes the work or services performed. The District will pay the Contractor for work or services performed on or before the 15th day of the following month within 30 days after receipt of an itemized billing statement, in accordance with established practices. The Contractor will provide the District with a Taxpayer Identification Number before or along with the first billing statement submitted to the District.

4. Record Keeping and Reporting. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and work or services performed under this Agreement, and any other records or reports as may be deemed necessary by the District to ensure the performance of this Agreement. These records shall be maintained

for a period of six (6) years after termination of this Agreement, unless permission to destroy such records is granted by the Office of Archivist in accordance with RCW 40.14.070 and the District.

5. Audit. The Contractor shall permit the District, from time to time as the District deems necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times in King County, Washington, or at such other reasonable location as the District selects, all pertinent books and records of the Contractor to verify the accuracy of accounting records. The Contractor shall supply the District with, or shall permit the District to make, a copy of any books and records upon the District's request. The Contractor shall ensure that the inspection, audit and copying right of the District is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work and services under this Agreement.

6. Compliance with Law.

A. General Requirement. The Contractor, at the Contractor's sole cost and expense, shall perform and comply with all applicable Federal, State, County and City laws and ordinances.

B. Discrimination. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

C. Licenses and Similar Authorizations. The Contractor, at no expense to the District, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits and similar legal authorizations.

D. Taxes. The Contractor shall pay, before delinquency, all taxes, levies and assessments arising from the Contractor's activities and undertakings under this Agreement; taxes levied on the Contractor's property, equipment and improvements; and taxes on the Contractor's interest in this Agreement and any leasehold interest deemed to have been created by this Agreement under RCW Chapter 82.29A.

E. Prevailing Wages. Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project, Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until District receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

7. Contractual Relationship.

A. Independent Contractor. The Contractor and District agree that the Contractor is an independent contractor with respect to work or services provided under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Contractor and the District. It is understood and agreed that the Contractor or any employee of the Contractor will not be entitled to receive any other benefits accorded District employees. The District will not be responsible for withholding or otherwise deducting federal income tax, social security, or contributing to the State Industrial Insurance Program, or in any other way assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.

B. Lack of Authority. This Agreement does not constitute the Contractor as the agent or legal representative of the District for any purpose. The Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner.

8. No Subcontracting or Assignment. The Contractor shall not subcontract or assign any portion of the work or services covered by this Agreement without the prior written approval of the District.

9. Indemnification.

A. By Contractor. The Contractor shall protect, defend, indemnify and save harmless the District, its officers, employees, agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Contractor, its officers, employees and agents in performing this Agreement.

B. By District. The District shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees or agents in performing this Agreement.

10. Insurance. Contractor shall obtain, and keep in force during the term of this Contract, insurance policies as follows:

A. Commercial General Liability. Limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CG 00 01) covering Commercial General Liability.

B. Automobile Liability Insurance. Limits no less than \$1,000,000.00 combine single limit per accident for bodily injury and property damage. Coverage shall be as broad as Insurance Services Office form number (CA 00 01) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

C. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the

Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or “other States” State Law.

D. Employer’s Liability or “Stop Gap”. Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.

E. The insurance policies shall specifically name the District, its elected or appointed officials, officers, employees, and volunteers as insured with regard to damages and defense of claims arising from (1) activities performed by or on behalf of the Contractor; or (2) products and completed operations of the Contractor; or (3) premises owned, leased, or used by the Contractor.

F. The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability; (2) shall be primary insurance with regard to the District; and (3) shall state that the District will be given at least 30 days’ prior written notice of any cancellation, suspension or material change in coverage.

G. Before commencing work and services, Contractor shall provide to the District a Certificate of Insurance evidencing the required insurance accompanied by endorsements as are necessary to comply with the requirements of this paragraph. The District reserves the right to request and receive a certified copy of all required insurance policies.

H. Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor.

11. Ownership of Documents. Reports, studies, plans, drawings, maps, models, specification, computer files, videos, presentations and other work products produced by the Consultant, except for working notes and internal documents, shall be the property of the District. The Consultant shall furnish these documents to the District upon request. The Consultant shall refer all third-party requests for inspection and copying of these documents to the District which shall determine whether the documents shall be made available for inspection. Modification or re-use of any of these documents by the District for other than the intended purpose following completion of the work and services under this Agreement, without the written permission of the Consultant, shall be at the District’s sole risk.

A. Pursuant to performing the specified Services, Consultant will create certain instruments of service, which may take the form of printed, hard copy documents and electronic, computer-ready materials including but not limited to computer programs, software, videos, presentations, and data. These instruments may also take the form of methodology, processes, and logic.

B. Materials, methodologies, processes, and logic will be delivered to District as part of the Specific Services rendered by Consultant, and District will acknowledge said materials as

instruments of service. All instruments shall become the property of District upon completion of the respective Specific Service and payment in full of monies due Consultant for that service.

- C. Consultant makes no warranties, expressed or implied, of the merchantability or fitness of said instruments for any particular purpose other than the pertinent scope of the Specified Services.
- D. Consultant may retain reproducible copies of the its instruments of service (aka “documents” per District). If Consultant uses its instruments of service with other clients, Consultant must credit District.

12. Addresses for Notices and Deliverable Materials. All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses:

District:

King Conservation District  
800 SW 39<sup>th</sup> St, Suite 150  
Renton, WA 98057  
Attn: XXXXXXXX

Contractor:

Company Name  
Address  
City State Zip  
Attn: XXXXXXXX

or such other addresses as either party may, from time to time, designate in writing.

13. Amendments. No modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

14. Binding Effect. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

15. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought under this Agreement shall be in the Superior Court for King County.

16. Remedies Cumulative. Rights under this Agreement are cumulative, and the failure to exercise a right on any occasion shall not operate to forfeit the right on another occasion. The use of one remedy shall not exclude or waive the right to use another.

17. No Waiver. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the Contractor shall not be deemed a waiver of any right or the acceptance of defective performance.

18. Termination.

A. At Convenience of District. The District may terminate this Agreement at any time upon 10 days written notice to the Contractor.

B. For Cause. Either party may terminate this Agreement where the other party fails to perform its obligations and the failure has not been corrected in a timely manner after notice of breach.

C. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other party where performance is rendered impossible or impracticable for reasons beyond the party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; civil commotion; riot; labor disputes including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

D. Notice. Notice of termination pursuant to Subsections B and C above shall be given by the party terminating this Agreement to the other not less than 30 days prior to the effective date of termination.

19. Previous Agreements Superseded. The terms and conditions of this Agreement supersede the terms, obligations and conditions of any existing or prior agreement between the parties regarding the subject matter of this Agreement.

20. Entire Agreement. This Agreement is all of the covenants, promises, agreements and conditions, either oral or written, between the parties.

CONTRACTOR: XXXXXXXXXXXXXX

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

Printed Name: \_\_\_\_\_

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

WA Contractor's License No. \_\_\_\_\_

KING CONSERVATION DISTRICT:

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

Printed Name: \_\_\_\_\_

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

**KING CONSERVATION DISTRICT  
KING COUNTY, WASHINGTON**

**RESOLUTION NO. 13-001**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KING CONSERVATION DISTRICT, KING COUNTY, WASHINGTON, ESTABLISHING A SMALL WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS AND ESTABLISHING A BID LIMIT FOR SMALL PUBLIC WORKS PROJECTS.

WHEREAS, RCW 39.04.155 allows certain public works contracts to be awarded by a small works roster process; and

WHEREAS, conservation districts are not specifically authorized to use the small works roster process pursuant to RCW 39.04.155, but are allowed and encouraged by Chapter 89.08 RCW to adopt policies for prudent and proper use and accounting for public moneys; and

WHEREAS, in order to implement the small public works roster process, the King Conservation District ("District") desires to adopt the statutory framework provided in RCW 39.04.155 as the policy of the District; and

WHEREAS, the District further desires to formally establish a bid limit for small public works projects that may be awarded without using either the competitive bid process or the small works process.

NOW, THEREFORE, the Board of Supervisors of the District, King County, Washington, hereby resolves as follows:

**Section 1. Small Works Roster Process.** The following small works roster procedures are established for use by the District pursuant to RCW 39.04.155.

**1.1 Cost.** The District need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of labor, material, equipment and sales and/or use taxes as applicable. Instead, the District may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

**1.2 Number of Rosters.** The District may create a single general small works roster, or may create a small works roster for different specialties or categories of anticipated work. Any



small works rosters created may make distinctions between contractors based upon different geographic areas served by the contractor.

**1.3 Contractors on Small Works Roster(s).** The small works roster(s) shall consist of all responsible contractors who have requested to be on the roster(s), and where required by law are properly licensed or registered to perform such work in this state. Contractors desiring to be placed on a roster or rosters must keep current records of any applicable licenses, certifications, registrations, bonding, insurance, or other appropriate matters on file with the District as a condition of being placed on a roster or rosters.

**1.4 Publication.** At least once a year, the District shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to an appropriate roster or rosters at any time that they submit a written request and necessary records. The District may require master contracts to be signed that become effective when a specific award is made using a small works roster. An interlocal contract or agreement between the King Conservation District and other local governments establishing a small works roster or rosters to be used by the parties to the agreement or contract must clearly identify the lead entity that is responsible for implementing the small works roster provisions.

**1.5 Electronic Rosters.** In addition to paper and/or electronic rosters kept on file in the appropriate department, the District may also use that state wide electronic database developed and maintained by the Municipal Research and Services Center of Washington (MRSC Rosters).

**1.6 Telephone or Written Quotations.** The District shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible bidder, as defined in RCW 39.04.010 and RCW 39.04.350, as follows:

a) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This paragraph does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. If the estimated cost of the work is from one hundred fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), the District may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must also notify the remaining contractors on the appropriate small works roster that quotations on the work

are being sought. The District has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (ii) Mailing a notice to these contractors; or
- (iii) Sending a notice to these contractors by facsimile or other electronic means.

c) For purposes of this resolution, "equitably distribute" means that the District may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services. At the time bids are solicited, the District representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;

d) A written record shall be made by the District representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

**1.7 Limited Public Works Process.** If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), the District may award such a contract using the limited public works process provided under RCW 39.04.155(3). For limited public works projects, the District will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder, as defined under RCW 39.04.010 and RCW 39.04.350. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the District may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the District shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The District shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four (24) months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

**1.8 Small Business Incentives.** Pursuant to RCW 39.04.155(5), the District may use the limited public works process of RCW 39.04.155(3) to solicit and award small works roster contracts to small businesses that are registered contractors with gross revenues under one million dollars annually as reported on their federal tax return. The District may adopt additional procedures to encourage small businesses that are registered contractors with gross revenues under two hundred fifty thousand dollars (\$250,000) annually as reported on their federal tax returns to submit quotations or bids on small works roster contracts.

**1.9 Determining Lowest Responsible Bidder.** The District Board of Supervisors shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the Board of Supervisors may call for new bids. A responsible bidder will be a contractor who meets the mandatory requirements of RCW 39.04.350(1) and any supplemental bidder responsibility criteria established for the project under RCW 39.04.350 (2).

**1.10 Award.** The District's Executive Director or designee shall present all telephone quotations/bids and recommendation for award of the contract to the lowest responsible bidder to the Board of Supervisors. However, for public works projects under \$15,000, the District's Executive Director shall have the authority to award public works contracts without Board of Supervisors approval, provided that the Board of Supervisors shall ratify the Executive Director's approval at the next scheduled Board of Supervisors meeting by means of the consent agenda. For public works projects over \$100,000, the Board of Supervisors shall award all public works contracts by formal resolution.

**Section 2. Establishment of Bid Limits.** Small public works projects, the estimated cost of which is less than \$15,000, may be awarded by the District without using either the competitive bid process or the small works process (including the limited public works process).

ADOPTED by the Board of Supervisors at a regular meeting open to the public held on January 15, 2013.

  
Bill Knutsen, Chair

## CERTIFICATE

I, Max Prinsen, Secretary of the Board of Supervisors, King County, Washington, do hereby certify that the foregoing resolution is a true and correct copy of Resolution No. 13-001 of such Board, duly adopted at a regular meeting thereof held on the 15th day of January, 2013, by the members of such Board in attendance at such meeting and attested by myself in authentication of such adoption.



Max Prinsen, Secretary/Auditor

**SUBJECT:**

Review for Approval KCD Landowner Incentive Program cost-share application from Ben Hope, for Forest Health Management, in the amount of \$16,102.35.

**FISCAL IMPACT**

The current balance of cost-share funding for KCD LIP 2022 is summarized in the following table:

2022 LIP Cost-share Available	<b>\$317,392.86</b>
Current Request	<b>\$16,102.35</b>
Balance Remaining	<b>\$301,290.51</b>

**POLICY CONSIDERATION**

This proposed cost-share contract has been vetted through a staff approval committee and meets NRCS standards for the applicable best management practice (BMP). The application has been advanced for due pass by the Board of Supervisors.

**STAKEHOLDER INTERESTS**

- District cooperators working with District farm management, forestry and aquatic area enhancement programs
- King CD Board members and staff
- NRCS

**BACKGROUND**

The Hope's own a 5 acre property in Maple Valley. The canopy consists of mature bigleaf maple and Douglas-fir with red alder as a secondary layer. The understory shrub layer is dense, diverse, and mostly native where closed-canopy conditions are present. An unmapped creek flows south-to-north along the westernmost edge of the forest, where it enters a roadside ditch and flows west into Taylor Creek and then into the Cedar River.

Invasive species are present in sections of the understory, with Himalayan blackberry concentrated in the open-canopy zones mapped where it's close to 100% cover. English holly and English ivy are also present at low levels. Overall forest health is good, with high vigor of overstory species and a diverse native understory outside of the reed canary grass in Zone A and Himalayan blackberry in Zone B.

Treatment will occur across 1.92 acres of forest, focusing on invasive species control, thinning of overstocked young red alder, and replanting with site-appropriate native tree species to revegetate treated areas. Thinning will be limited to the small stand of red alder along the unmapped creek. Species to plant include but are not limited to Douglas-fir, grand fir, western hemlock, Sitka spruce, and western redcedar. Approximately 465 seedlings will be planted under this project.

**EFFECTIVE DATE**

The cost-share award will become effective upon approval by the Board of Supervisors and the LIP contract will become effective upon signature by a Board representative.

**RECOMMENDATION**

Staff seeks Board approval of Landowner Incentive Program cost-share application from Ben Hope, for Forest Health Management in the amount of \$16,102.35.

**MOTION**

\_\_\_\_\_ Moved, \_\_\_\_\_ Seconded; *Passed a motion to Approve KCD Landowner Incentive Program cost-share application from Ben Hope, for Forest Health Management, in the amount of \$16,102.35.*

# KING CONSERVATION DISTRICT (KCD) LANDOWNER INCENTIVE PROGRAM APPLICATION

## Section 1. Applicant (If applicant is not the landowner, then landowner must also sign the agreement)

Applicant Name:		Farm/Business Name:	
Mailing Address:		Project Address:	
Phone (home):		Phone (work/mobile):	
Email Address:		KCD Staff:	
Parcel #(s):	<input type="checkbox"/> Incorporated <input type="checkbox"/> Unincorporated	Total Farm/Land Acreage:	<input type="checkbox"/> T.A. <input type="checkbox"/> Farm Plan <input type="checkbox"/> Forest Plan
Is email an acceptable primary form of communication?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Would you like to be added to our newsletter list?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Section 2. Project Information

<b>Best Management Practice (BMP):</b>
<b>Project Completion Date</b> ( <i>month and year</i> ):
<b>Current Site Conditions</b> ( <i>Provide a brief summary of resource management problem addressed by BMP: also note if streams, wetlands, and steep slopes are near or within the project area</i> ):          
<b>Project Details</b> ( <i>Provide a brief summary of the project. Include acres treated, length of fence, dimensions of compost bin, types and numbers of plants, etc.</i> ):          
<b>Maintenance Plan</b> ( <i>Summarize your plan to maintain the practice. Include frequency and scope of inspections, repairs anticipated, etc.</i> ):          

<b>Permits</b> <i>(List all permits required to complete this project):</i>  
<b>Photos:</b> Before photos must be submitted with this application.

Section 3. Cost-share Programs

A. Have you previously applied for cost-share through the KCD Landowner Incentive Program (LIP)? Yes No  
If yes, please list contract number and BMP below:

B. Are you applying for (or received) funding (cost-share or grants) through other agencies or programs? Yes No  
Please describe below:

1. King County Cost-share  
Please list practices and date installed below:

2. NRCS EQIP (Natural Resources Conservation Service’s Environmental Quality Incentive Program  
Please list practices and date installed below:

3. Other  
Please list agency and describe project:

Other Cost-Share History/Notes:

Section 4. Budget (attached as Exhibit A)

The cost-share application budget is the applicant’s statement for how the KCD cost-share funds will be spent. Use the attached Excel document to detail the budget for the project. Reimbursement values are restricted by unit maximums as well as practice maximums. KCD will be unable to provide a budget that exceeds either maximum. The cost differential for practices installed at a higher standard or cost shall be the responsibility of the applicant. In cases where a budget for a cost-share award needs to be updated, submit a budget revision request for approval. In the absence of an approved budget revision, the cost differential shall be the responsibility of the applicant. Furthermore, receiving financial assistance for an approved Best Management Practices will be subject to inspection by KCD planners. Approval for reimbursement will be based on the satisfactory completion of the project to the minimum specifications detailed in this application.

Partial reimbursements are available on a limited basis and must be requested in advance. They will only be considered when the installation of a project can be phased to achieve the standard described in the attached job sheet when reimbursement is requested.

- Select this box if you intend to request partial reimbursement as the project is installed.



## Section 5. Education and Outreach

KCD encourages public education through demonstration projects. Demonstration projects are used to educate other landowners about innovative ways to address natural resource concerns. A demonstration project may be showcased in a guided tour, or featured in presentations or written fact sheets.

- Will you consider becoming a demonstration project? Yes      No

## Section 6. Maintenance and Monitoring Expectations

The applicant is responsible to maintain the Best Management Practice (BMP) to standard as detailed in the attached Job Sheet for the lifetime of the BMP.

- A. I understand the lifetime of the BMP is \_\_\_\_\_ years.
- B. I understand KCD will work with me to verify proper maintenance of the installed BMP, which will include a combination of site visits with KCD staff and/or annual photo documentation submitted by me for the lifetime listed in Section 7A.
- C. I understand I am obligated to maintain and monitor the BMP **for the lifetime listed in Section 6A.**

## Section 7. Application and Agreement

I request financial assistance (cost-share) under the KCD LIP to install the Best Management Practice (BMP) described in this application and detailed in the attached *Job Sheet and Map*. This practice is needed to solve the natural resource problems described in Section 2 of this application. This Agreement expires if the project is not completed by the specified completion date in Section 2 or in an approved timeline revision request. \_\_\_\_\_ (Initial Here)

I agree to ensure that all applicable local, state, and federal permits are obtained for installation of the BMP for which funds are requested. Furthermore, I understand that KCD must receive a copy of any applicable permit to process my cost-share reimbursement. \_\_\_\_\_ (Initial Here)

I agree to work cooperatively with KCD to ensure the funded BMP is maintained consistent with the design life identified in the attached Job Sheet and in Section 6 of this application. \_\_\_\_\_ (Initial Here)

I agree to indemnify, defend, and hold harmless KCD, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the applicant or any of its employees, agents, contractors or subcontractors in connection with this Agreement. \_\_\_\_\_ (Initial Here)

I represent that the information provided in Section 3 of this application is a full disclosure of all other natural resource financial cost-share relationships in which I have or am participating. Furthermore, I agree to disclose if I am applying for or receive funding (cost-share or grants) for the BMP described in this application through other agencies or programs and to provide KCD with written documentation detailing this funding support. This may include copies of reimbursement checks or letters showing value of provided contribution. I understand that I must provide proof of reimbursement for alternate funding prior to receiving reimbursement through the KCD LIP. I acknowledge that KCD LIP funds cannot be used in combination with other funding sources to exceed 100% of project costs. I agree to allow communication between KCD and any other agency regarding the details of the project as well as funding details. \_\_\_\_\_ (Initial Here)

I understand that LIP cost-share reimbursement is contingent upon installing the BMP to the minimum standard provided by KCD, and that KCD will verify standard compliance. Furthermore, I understand that changes to the installation details (attached *Job Sheet and Map*) must be approved through a *Scope of Work Revision Process*. Unapproved changes will not be eligible for reimbursement. \_\_\_\_\_ (Initial Here)

I understand that there may be federal tax liability associated with a LIP cost-share reimbursement, and that KCD will issue a 1099-G for reimbursements made through the LIP. Furthermore, I understand that KCD cannot provide advice with respect to the tax liability associated with LIP cost-share reimbursements and that I have been advised to consult with my own tax professional.  
\_\_\_\_\_ (Initial Here)

I understand that I am applying for public funding and am responsible for notifying a buyer upon sale or loss of the property of the installed BMP. If I sell or lose control of the property covered by this Agreement and the new owner or transferee does not assume responsibility for maintaining the installed BMP as required by this Agreement, I may be required to refund all or a portion of the cost-share received through this Agreement. In the event of litigation arising from or related to this Agreement, attorney’s fees and costs incurred by the prevailing party shall be paid by the non-prevailing party. \_\_\_\_\_ (Initial Here)

I give permission to KCD to photograph my property to document the site conditions and/or the implementation and maintenance of the funded practice. In the event that I or any of my family members or dependents choose to be photographed in a setting that reflects the assistance provided by KCD, I give KCD permission to publish such photographs in KCD promotional literature, advertising, social media, and other public displays. The photographs will be the property of KCD and may be used by KCD at any time, in the manner described above, without my additional consent. \_\_\_\_\_ (Initial Here)

I understand that this Agreement is subject to disclosure under the Public Records Act, Chapter 42.56 RCW. \_\_\_\_\_ (Initial Here)

- I understand that I will no longer be eligible for KCD cost-share funds if one or more of the following occurs: \_\_\_\_\_ (Initial Here)
- a. The KCD funded BMP fails within its design life due to circumstances within my control (e.g., neglect, failure to maintain the BMP, destruction of the BMP before expiration of the design life, or other actions which cause the KCD funded BMP to become non-viable). *Note: Landowners are not responsible for BMP failure caused by circumstances beyond their control (e.g. fire, flood, storm damage, etc.).*
  - b. I relinquish or lose ownership of equipment purchased with KCD cost-share.
  - c. The KCD funded BMP is not being used for the intended purpose (e.g. cross fencing purchased with KCD funding, but no animals on property).
  - d. I cancel 2 cost-share contracts awarded through the KCD Landowner Incentive Program.
  - e. I deny KCD staff access to my property to verify BMP installation and maintenance.

- I understand KCD will provide a sign free of charge after completion of a project, and I agree that: \_\_\_\_\_ (Initial Here)
- a. I will select a visible location on my property for display of the sign and will install it.
  - b. I will maintain the sign and keep it free of visual barriers for at least five years after installation.
  - c. I am not responsible for damage to the sign that is beyond my control (e.g. auto accident, storm damage, vandalism, etc.)

Signature of applicant	Date	Signature of Landowner (if applicant if Lessee)	Date
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FOR KCD OFFICE USE

Approved for Award (KCD LIP Coordinator)	Date	
Approved for Funding (KCD Management)	Date	LIP ID:



# Landowner Incentive Program

## Applicant Budget

Cooperator: Ben Hope

Budget Items	Units	Cost
English holly treatment		\$152.00
English ivy treatment		\$886.00
Reed canarygrass treatment		\$245.00
Blackberry treatment		\$6,660.00
Planting, Zones A, B, C		\$7,875.00
Maintenance 2023-2025		\$3,700.00
Expected sales tax		\$1,951.80
Machinery Rental (not personally owned equipment)		\$0.00
	<b>Subtotal</b>	<b>\$21,469.80</b>

In-Kind Labor/Machinery	# hours	Cost
Manual labor		\$ -
Person with power equipment (i.e. chainsaw)		\$ -
Small Tractor (up to 40 hp)		\$ -
Medium Tractor (40-70 hp)		\$ -
Large Tractor (71 or above hp)		\$ -
Excavator (up to 100 hp)		\$ -
Excavator (over 100 hp)		\$ -
D-4 Cat or equivalent		\$ -
D-6 Cat or equivalent		\$ -
D-7 Cat or equivalent		\$ -
Backhoe		\$ -
Truck (under 2 tons)		\$ -
Truck (2 tons or over)		\$ -
Bobcat		\$ -
4-wheeler or side-by-side		\$ -
<b>Subtotal</b>	<b>0.00</b>	<b>\$ -</b>

Project Totals		
<b>Total Cost</b> (Budget Items + In Kind Labor/Machinery)		<b>\$ 21,469.80</b>
Units	Project	1.00
Cost/Unit		\$ 21,469.80

Conservation Practice	select BMP (x)	Cost Share Am
Animal Trails & Walkways		
Aquatic Area Buffer		
Aquatic Area Buffer (WCC)		
Buffer Fencing		
Building Relocation for Aquatic Area/Buffer		
Bulkhead Removal (Freshwater, Marine)		
Cover Crops		
Cross Fencing		
Forest Health Management	x	\$ 16,102.35
Heavy Use Area Protection		
Pasture & Hay Planting		
Roof Runoff Management		
Stream Crossing		
Subsurface Drain		
Upland Wildlife Habitat Management		
Waste Storage Facility		
Watering Facility		

**Amount eligible for reimbursement**  
(based on 2015 rates)

**\$16,102.35**

<b>BMPs</b>	<b>Units</b>	<b>cost/unit</b>	<b>%</b>	<b>reimbursement rate</b>	
Animal Trails & Walkways	sq ft	\$ 0.75	0.5	\$ 0.38	Ac.
Aquatic Area Buffer	project	\$ 30,000.00	0.9	\$ 27,000.00	AUE
Buffer Fencing	ft	\$ 12.00	0.75	\$ 9.00	Ft.
Building Relocation for Aquatic Area/Buffer	project	\$ 50,000.00	0.5	\$ 25,000.00	Sq. Ft.
Bulkhead Removal (Freshwater, Marine)	project	\$ 40,000.00	0.75	\$ 30,000.00	Project
Cover Crops	acre	\$ 150.00	0.9	\$ 135.00	acre
Cross Fencing	ft	\$ 6.00	0.5	\$ 3.00	
Forest Health Management	project	\$ 30,000.00	0.75	\$ 22,500.00	
Heavy Use Area Protection	AUE	\$ 1,400.00	0.5	\$ 700.00	
Pasture & Hay Planting	acre	\$ 325.00	0.5	\$ 162.50	
Roof Runoff Management	ft	\$ 7.00	0.5	\$ 3.50	
Stream Crossing	ft	\$ 1,100.00	0.75	\$ 825.00	
Subsurface Drain	ft	\$ 20.00	0.5	\$ 10.00	
Upland Wildlife Habitat Management	project	\$ 20,000.00	0.75	\$ 15,000.00	
Waste Storage Facility	AUE	\$ 1,000.00	0.75	\$ 750.00	
Watering Facility	project	\$ 50,000.00	0.5	\$ 25,000.00	



# JOB SHEET

## *Forest Stand Improvement Tree/Shrub Site Prep & Establishment (Forest Management)*

Landowner: Ben and Dieudonne Hope	Lifetime of Practice: 15 years
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**\*This Job sheet must be attached to your completed application**

Purpose (check all that apply)	
<input checked="" type="checkbox"/> Site preparation	<input checked="" type="checkbox"/> Tree/Shrub establishment
<input checked="" type="checkbox"/> Tree/Shrub stand improvement	<input checked="" type="checkbox"/> Restore native plant communities
<input type="checkbox"/> Long-term erosion control and improvement of water quality	<input type="checkbox"/> Increase the quantity and quality of forest products
<input type="checkbox"/> Wildlife habitat enhancement	<input type="checkbox"/> Other

<b>Forest Management Practice and Details</b> <i>Provide the following: 1) attach a map delineating prescription area and sub-treatment areas if applicable; provide name and acreage features for treatment areas 2) descriptions of current stand location and conditions, stand treatment plan, plant species to be used, plant spacing, and site preparation; 3) a project management timeline from your approved Forest Stewardship Plan.</i>
1) Total project area: 1.92 acres Zone A: 0.32 acres Zone B: 0.70 acres Zone C: 0.90 acres  2, 3) See attached Scope of Work document

<b>Permits</b> <i>Are there any permits necessary for the project? If so, please list below and include a copy of the permit.</i>
<p>All work occurring in this project falls under an approved Forest Stewardship Plan and thus no permits will be needed.</p> <p>Landowner must comply with local, state and federal regulations and permitting requirements.</p> <p>1) Forest landowners may need a permit from the WA State DNR for forest management activities  <a href="http://www.dnr.wa.gov/businesspermits/forestpractices/Pages/Home.aspx">http://www.dnr.wa.gov/businesspermits/forestpractices/Pages/Home.aspx</a>            Or            From through the Forest Practices Rules, see the King County specifics here:  <a href="http://www.co.king.wa.us/property/permits/info/SiteSpecific/forest.aspx">http://www.co.king.wa.us/property/permits/info/SiteSpecific/forest.aspx</a></p> <p>2) There may be permits needed to apply herbicide near aquatic areas of their buffer. See the WA State Department of Ecology website for further details: <a href="http://www.ecy.wa.gov/programs/wq/pesticides/">http://www.ecy.wa.gov/programs/wq/pesticides/</a></p>

<b>Type and Source of Plant Material</b> <i>Will you use potted plants, bareroot plants, b&amp;b plants or a combination? Where will you get the plants from and when?</i>
Plant material will be native species adapted to the site to minimize maintenance and care.

Habitat Restoration Specialists, the contractor, will plant bareroot plants that have been sourced from the Puget Sound. If additional plant material is purchased to augment the Winter 2022 planting, that material can be bareroot, live stake, potted nursery stock or ball and burlap inventory. There are a number of local native plant nurseries where native trees, shrubs and emergents can be purchased. Refer to the attached list of native plant nurseries for local King County sources of native plant material as well as sources in the greater Puget Sound region.

**Site Preparation** *List what method(s) of site preparation will be used, who will be doing the work, when will the work be done.*

Site preparation will include a combination of weed control and thinning. Non-native/invasive species control will target Himalayan blackberry, reed canary grass, English holly, and English ivy. Specific weed control prescriptions are detailed below. Note: A permit may be required when performing weed control with or without herbicide in or near an aquatic area and its buffer.

*\*It recommended that landowners work with a professional licensed herbicide applicators for applications in sensitive areas or with difficult to remove species. It may be that some of the following formulations are only available for sale to a licensed applicator.*

**Weed Control Prescriptions:**

**Himalayan & Evergreen Blackberry Control –**

- **Manual control:** Mow or cut the blackberry canes to less than 1 foot in height, then grub/dig out the roots attached to the cut canes. Thorough removal of blackberry roots in this manner, while labor intensive can reduce the blackberry population and cover in the prepared area by 90 – 95%. Monitor for re-growth in the following growing seasons; dig up any re-growth.
- **Chemical Control:** An alternative control method includes herbicide. One technique involves cutting/mowing the canes and swabbing the freshly cut canes with an approved herbicide. Foliar spray of blackberry is another effective control method. It is recommended that blackberry is mowed early in the summer and sprayed on the foliar re-growth the next fall (September/October). Do not spray planted seedlings. **Always follow label rates and instructions.**

**English Ivy Control –**

- **Manual Control:**
- Recommended manual methods include digging and pulling. First, remove any flowering or fruiting portion within reach and bag for removal from the site. Next, hand dig and pull out all accessible portions of plants including roots. Note that all cut stems/roots must be removed from soil contact. If composting on site, use cardboard or wood to create a raised platform. Consider wearing gloves and protective clothing as ivy sap is known to cause a reaction in some individuals. Mulching an area will significantly reduce re-growth of ivy. To properly mulch, apply an 8 inch thick mulch layer. Plants should be cut and removed and then mulched, preferably with a layer of cardboard below the mulch.
- Vertical ivy is controlled by girdling. To girdle vertical vines, cut the ivy vines at shoulder height and slightly above ground level. Remove the cut ivy section from the tree. This eliminates nutrient transport from the roots of ground ivy to the leaves and stems growing into the canopy of the tree. The lower cut section of ivy stems and roots must be pulled at least 6 feet away from tree. Root and stem fragments can re-grow and must be composted in a manner similar to ground ivy.
- **Chemical Control:** Ivy leaves are waxy and difficult to penetrate with herbicides, repeat application may be necessary. **Always follow label rates and instructions.**
  - **Foliar Spray:** From summer to fall foliar apply a 2-5% solution of triclopyr and a nonionic surfactant, a less desirable alternative is a 2-4% dilution of glyphosate. A mixture of glyphosate and triclopyr has also been found effective (4% glyphosate, 2% triclopyr, and 2% surfactant). A winter application on a sunny day has had even better success; apply 2-5% either glyphosate or triclopyr.

- **Basal Bark and Cut Stump:** Cut vine close to the ground and treat freshly cut surface with 33% solution of triclopyr or glyphosate. For basal bark application, strip leaves from stem near ground level and apply 33% dilution of triclopyr or glyphosate.

#### Reed Canary Grass Control –

- *Manual Control:*
  - Mowing reed canary grass depletes carbohydrate root reserves, and if done repeatedly it will result in the thinning or death of the grass. The ideal time to mow is at or near the flowering stage. The grass should be cut as near to the ground as possible (1 inch or lower). Twice yearly mowing (in early-mid June and early October) has shown increased survivorship of native plants planted into reed canary.
  - Shading is highly effective in reducing reed canary grass stands. A dense planting of conifers, once established, is ideal for shading. Faster growing deciduous trees and shrubs, especially those that develop foliage in the early spring, combined with an under-planting of conifers can be effective. Artificial methods of shading can be used in conjunction with native plantings. Sheets of thick cardboard or landscaping fabric placed around each individual plant should be secured to the ground by long staples or stakes and covered with 5-6 inches of mulch. The combination of sheeting and mulch provides temporary suppression of the grass, allowing the desirable vegetation to thrive without competition. *Not recommended for flood prone areas.*
- *Chemical Control:* Herbicide can be effective in elimination of Reed Canary grass when properly applied. Studies show that spraying Glyphosate (the active ingredient in products such as ®Rodeo) after a stand is mown or when the grass has the minimum available carbohydrate reserves (after flowering) is an effective control method. Follow-up spraying the next year may be necessary to eliminate the remaining grass. **Always follow label rates and instructions.**

#### English Holly Control-

- *Manual Control:* Not recommended. Small plants can be dug up when the soil is moist. Regularly check area for re-growth. For larger plants cut stems and trunks as close to the ground as possible. Roots may be dug out. Be sure to stabilize soil if large quantities are disturbed. If roots are not dug up, break off any new stems as they grow back for multiple growing seasons.
- *Chemical Control:* Large holly trunks should be cut as close to the ground as possible. Immediately (within minutes) treat the cut stump with an application of triclopyr or imazapyr herbicide. An alternate technique, called frilling, involves incising deep cuts through bark into trunks at a 45 degree angle. Immediately treat the frills by pouring triclopyr or imazapyr herbicide into the cuts. Best results are achieved during periods of active growth and after full leaf expansion. Monitor for re-growth (seedlings and re-sprouting) and treat accordingly. Do not spray herbicide directly holly leaves without a surfactant, as they have a waxy layer that prevents chemicals from being absorbed. **Always follow label rates and instructions.**
- 

#### *Overstory Manipulation Prescriptions:*

**Felling:** Felling is the act of cutting down a tree. This is one of a few techniques that can be utilized to increase light penetration to the understory and remove undesirable trees from the canopy. Target species for thinning will be limited to red alder and target final spacing will be an average of 13’.

*Minimum overstory retention:* A minimum of 30% existing tree canopy project area wide will be retained.

*Pre-commercial/Non-commercial Thinning:* Thinning will be prescribed by the following stand density guide. If under planting of shade tolerant species is planned post thinning, thinning must reduce canopy cover to 30-50% where new tree seedlings will be planted.

	A	B	C	D	E
Shade Tolerance Class	Species	Minimum Reforestation Density (<2" dbh)	Young Stand Density (2-9" dbh)	Older Stand Density (≥10" dbh) Thin To:	Thin Again When:
Very Shade Tolerant	Subalpine fir	9' x 9'	9' – 11'	D + 3	D + 0
	Pacific silver fir	or	or		
	Western red cedar	538 spa	360-538 spa		
Shade Tolerant	Western hemlock	10' x 10'	10' – 12'	D + 4	D + 1
	Sitka spruce	or	or		
	Englemann spruce	436 spa	302-436 spa		
	Grand fir				
Moderately Shade Tolerant	Douglas-fir (coastal)	11' x 11' or 360 spa	11' – 13' or 258-360 spa	D + 5	D + 2
Moderately Intolerant	Douglas-fir (inland, S.I. >100)	12' x 12'	12' – 14'	D + 6	D + 3
	or	or	or		
	Ponderosa pine (S.I. >100)	302 spa	222-302 spa		
	Western white pine				
Intolerant	Red alder	13' x 13'	13' – 15'	D + 7	D + 4
	Western larch	or	or		
	Lodgepole pine	258 spa	194-258 spa		
	Black Cottonwood				
Intolerant (edaphic)	Douglas-fir (inland, S.I. 80-100)	14' x 14'	14' – 16'	D + 8	D + 5
	or	or	or		
	Ponderosa pine (S.I. 80-100)	222 spa	170-222 spa		
Intolerant (edaphic-climate)	Douglas-fir (inland, S.I. <80)	15' x 15' or 194 spa	15' – 17' or 151-194 spa	D + 9	D + 6

**Care and Temporary Storage of Purchased Plant Material** Upon receiving the plant material, where will you store it and how will you care for it?

All plant material should be stored in a cool location and well watered prior to planting. In the case of bare root plants, inventory should be held in the source refrigerated facility as long as possible prior to planting. Bare root plants can be stored in the field for up to one to three weeks prior to planting by placing them in a shaded location where they will remain cool. Such a location should prevent freezing as well as exposure to warm temperatures. Additionally, bareroot inventory should be covered with a tarp to prevent drying. Bareroot stock that is expected to emerge from dormancy prior to planting should be "heeled" into a soil bed. To heel-in, dig a v-shaped trench to a depth that accommodates covering the seedling roots when back-filled with soil.



**Installation** Provide the following details: 1) Plant Installation Prescription: 2) Plant Protection Prescription: 3) Weed Suppression Prescription: 4) Erosion Control Prescription

*1) Plant Installation Prescription:*

Potted & Plug Inventory: Potted plant material should be shovel planted to the same depth that they grew in the pot. Plants will be well watered prior to planting. Prior to digging a hole for the plant, prepare the planting location by removing a grass sod within a 1.5 feet diameter circle, being careful to remove roots as well as above ground portions of the plant. Dig a hole for the container in the center of this cleared circle twice the size of the plant's pot. Backfill the hole with soil while using care to avoid leaving air pockets in the soil. Refer also to the attached planting instructions in *Planting Container Trees and Shrubs*.

Bareroot Inventory: Bare root seedlings should be shovel planted to the same depth that they grew in the nursery fields. Roots will remain moist once they are removed from the shipping bundles until they are planted. Roots will be placed in a natural position in the soil without being crowded or turned up. Soil will be packed firmly around the root system, leaving no air pockets. Prior to digging a hole for the plant, prepare the planting location by removing all grass sod within a 1.5-foot diameter circle, being careful to remove roots as well as above ground grass. Dig a hole for the bare root plant in the center of this cleared circle. Refer also to the attached planting instructions in *Planting Bare Root Trees and Shrubs*.

*2) Plant Protection Prescription:*

Tree Protectors (for sites where deer/elk browse is anticipated): Install Plastic Mesh or netted deer sleeves on newly planted Western Red Cedar to protect trees from deer browsing. Weave 6 ft bamboo stakes through each tube and shove at least 8 inches into the ground in order to stabilize the mesh tubes and keep them on trees. The tube must be tall enough to protect terminal bud; be sure that the terminal bud is a couple inches lower than the top of the tube. Each year the tube should be pulled up to cover the terminal bud as the tree grows. Keep tubes on until terminal bud is above the deer browse level, approximately 5 feet tall. Make sure side branches within the tube are positioned vertically to allow for successful growth.

As the trees mature, inspect them periodically for damage from deer rubbing. If rub is occurring, steps must be taken to protect trees. Effective techniques include temporarily fencing trees with woven fencing or chicken wire or installing one or two steel posts next to a tree. Flared bases on posts should be set in-line with the trunk to reduce root damage when driven in. Posts are especially effective in protecting smaller trees, and light gauge steel types 4 to 6 feet long can be used.

**Planting Project Maintenance and Monitoring** *The planting must be inspected periodically and protected from damage so proper function is maintained. The goal for the project is to reach 80% survival after 3 years. Please describe the maintenance and monitoring plan.*

Treatments must be inspected periodically and protected from damage so proper function is maintained and resource damage is minimized, including assessment of insects, disease and other pests, storm damage, and damage by trespass. The results of inspections shall determine the need for additional treatment under this practice.

Replace dead or dying trees and shrubs and control competing vegetation to support successful establishment. Periodic application of mulch may be needed to maintain plant vigor. Periodic harvest of trees and shrubs (thinning and brushing) may be necessary to maintain the health and vigor of the stand and support its development toward more mature stand conditions. Keep large dead and dying trees for cavity nesting wildlife and bird species and as a source of downed wood in the forest understory and in adjacent or interior aquatic habitats.

Where droughty soils and hot growing conditions are anticipated, supplemental watering is recommended. In such cases the District recommends watering planted nursery stock for a minimum of 3 summers following planting. Young bare root, container, and ball/burlap plants have a reduced root system that hampers their ability to survive during the dry spring or summer months. Watering a minimum of once every two weeks during the dry summer will promote greater rates of survival. Watering once per week is preferable.

Monitor treatment areas for re-growth of non-native/invasive species and control accordingly. Utilize weed control techniques prescribed in the Site Preparation section of the Job Sheet. Species to monitor include Himalayan blackberry, reed canary grass, English holly, English ivy, and any listed King County Noxious weeds.





## Forest Health Management Project Map

### Ben and Dieudonne Hope

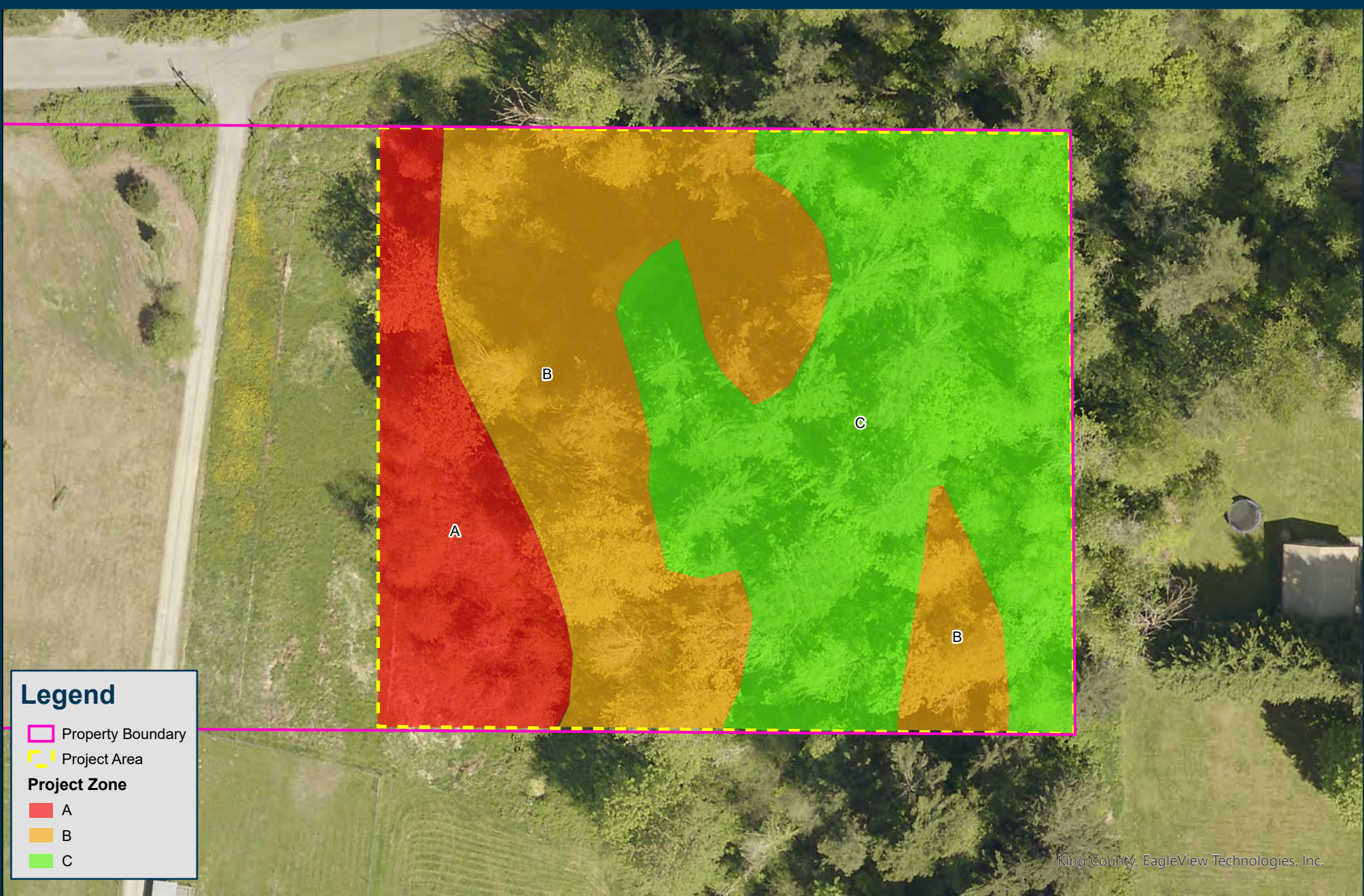
22621 SE 206th Street, Maple Valley, WA 98038



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May 10, 2022





**Legend**

Property Boundary  
 Project Area

**Project Zone**

A  
 B  
 C

King County, EagleView Technologies, Inc.




**Forest Health Management Project Map**  
**Ben and Dieudonne Hope**  
**22621 SE 206th Street, Maple Valley, WA 98038**



1:700

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<b>Client: Benjamin Hope</b> Address: 22621 SE 206th St. Maple Valley, WA. 98038  Job Classification: Invasive Control/Planting		Prepared by Habitat Restoration Specialists, LLC. Date: 4.5.22 Phone: 206-459-0586. Email: derekb@habitatrestoration.com.co
<b>Itemized breakdown, per a site visit on 3.30.22 and a conversation regarding project scope between Derek Beauchemin and Ben Hope was determined.</b>		
Task	Cost	Task Details
English Holly Management	\$152.50	This task will include the injection of large stemmed holly trees utilizing EZ Ject lance treatments and either manual removal via weed wrench or cut and paint of stems. All removed holly plants will be either left on site to dessicate with no ground contact. Summer 2022.
Blackberry Management	\$6,660.00	Blackberry populations throughout the project site boudaries will be initially knocked down then followed up with a chemical treatment 6 to 8 weeks post knockdown, depending upon growth vigor. Knocked down blackberry populations will be left on site to compost. Summer/Fall 2022.
English Ivy Management	\$886.00	This task will include the chemical treatment of all ground ivy when not interspersed within healthy native plant populations. Ivy growing within native plant populations will be removed by hand and left to dessicate on site with no ground contact. Summer/Fall 2022.
Planting in Zones A-C	\$7,875.00	This task will entail the installation of 465 trees throughout these Zones. Scope of work has breakdown per zone. Species to be installed will include but not limited to Western red cedar, Grand fir, Douglas-fir and Sitka spruce. Tree sizes will be a mix of 2-gallon and bare root species to stagger the sizes and age class of the installations. Each of the bare root trees will have Rigid brand tree tubes with bamboo stakes and zip ties installed around each of these trees. After the end of three years these tubes will be removed unless earlier removal is seen as prudent for the trees health. Fall 2022/Winter2023.
Reed canarygrass Management	\$245.00	This task will include the chemical treatment of all Reed canarygrass growing within the project site. Treatment methods will be with the utilization of herbicides throughout the entire population of grass. Off target damage will be managed to be minimal but even with care the nature of canarygrass treatment and the growth pattern within other neighboring plants makes it impossible to reduce this possibility to zero. Spring/Summer 2022.
Maintenance	\$3,700.00	This task will take place over the years 2023-2025 and will include the continued control of the above mentioned species mainly through chemical treatments and if needed hand removal of targeted species. This task will also include a cost to replace dead or struggling tree species to the tune of 20% over the first year and 15% over the following 2 years to maintain an 80% minimum survivorship. These replacement trees will be 2 gallon sized. This portion of the maintenance budget will only be utilized if tree replacement is required to maintain required survivorship.
Project estimate:		<b>\$19,518.50</b>

- WA State sales tax not included and will be included at invoicing



















