



## Exhibit A – Scope of Work

**Description:** King Conservation District, in partnership with Seattle Parks/Green Seattle Partnership (GSP) is seeking a contractor to provide two (2) years of maintenance of fruit trees including invasive plant removal as necessary to allow access, pruning fruit trees, mulching, and composting unusable fruit, stormwater and erosion controls, compost pile weed construction (where appropriate), and litter removal. We will accept bids for one, two, or three sites (Burke Gilman Trail Orchard, East Duwamish Trail, Longfellow Creek Greenspace).

### *Spring: Mulching (March, April, May)*

- Mulch trees around and within the diameter of the dripline.
- Spread 3'-6' inches of mulch around and within the diameter of the drip line avoiding tree trunk.
- Use organic mulch that is free of toxins, pests, disease, and invasive species. All mulch used will be generated on Seattle Parks property, and distributed through Seattle Parks systems (Maintenance Districts, NRU).

### *Summer: Irrigation/Weeding (June, July)*

- Pull weeds in mulch rings and/or within tree dripline bi-weekly.
- Spray fruit trees with water to mechanically remove pests and provide supplemental irrigation during early summer.

### *Summer: Harvest (August, September, October)*

- Remove ALL fallen fruit from orchard floor at least once a week.
- Compost unusable fruit on site whenever possible.
- Monitor trees and fruit for pests and disease.

### *Fall: Composting (October, November, December)*

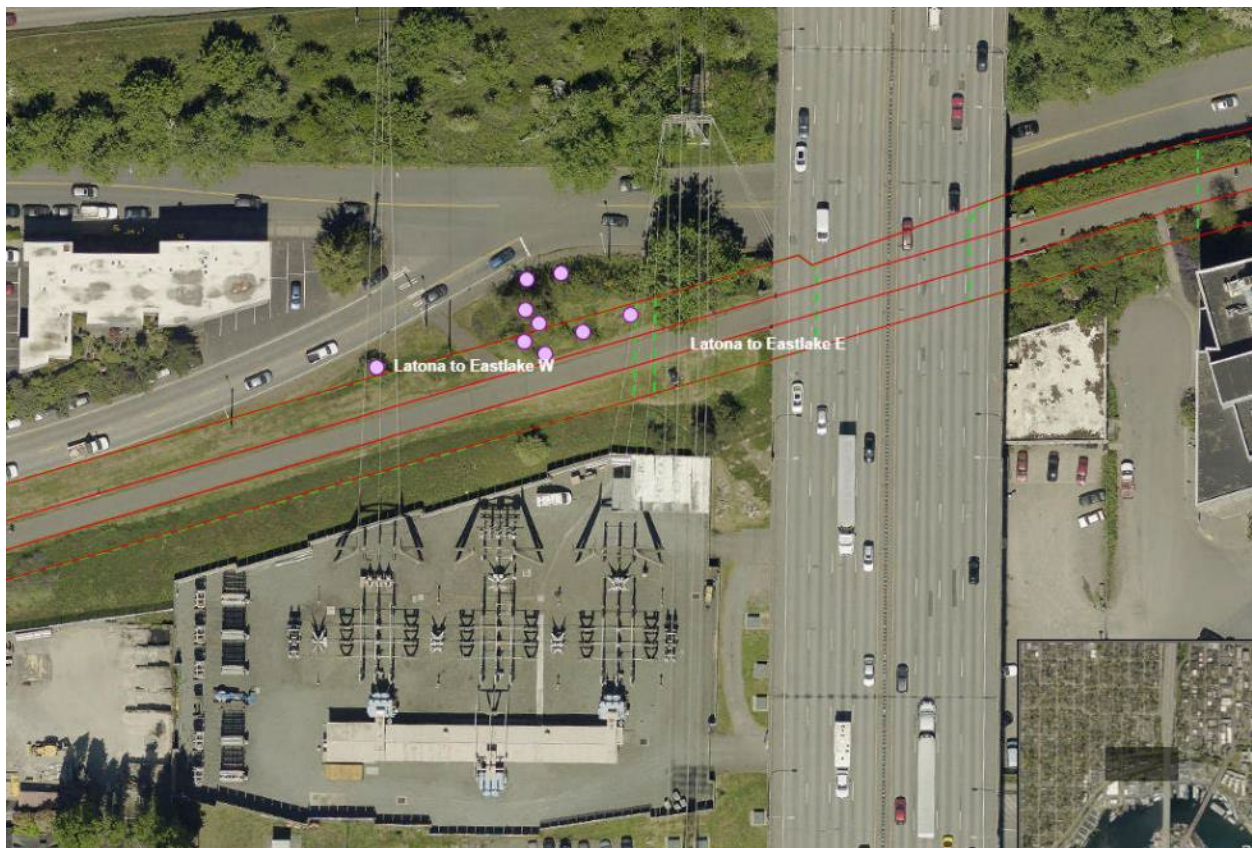
- Using organic compost free of toxins and disease (Cedar Grove Compost, etc.), spread 1' inch layer of compost around and within the diameter of the dripline.
- Do not dig or till compost into the ground.

### *Winter: Pruning (January, February, March)*

- Prune fruit trees for structure and form that promote optimal fruit production.
- Prune sprouts on and around the trunk of the fruit tree. Remove sprouts from branches for optimal fruit production.
- Prune trees for on ground (without ladder) harvesting as much as possible.

**Site Descriptions and Context:** The GSP restoration zones noted below can be found by using the [Urban Food Systems Fruit Tree Inventory Dashboard](#) and the [GSP Work View Map](#). Contractor is responsible for completing all Work to boundaries. The project boundaries will consist of easily identifiable features (including, but not limited to, roads, trails, streams, or changes in forest type or invasive weed cover), or flagging will be used for areas where identifiable features are absent. Contractor is responsible for understanding the location of all boundaries. Unless otherwise directed, failure to complete Work to boundaries in any Project Zone renders Work in that Project Zone incomplete. No payment will be provided for Work that extends beyond Project Zone boundaries.

*Burke Gilman Trail Orchard – Latona to Eastlake W/ 40<sup>th</sup> & Pacific St.*



Project Zone	Phase	No of trees	Activity	Work Schedule
Burke Gilman Trail		9		
Burke Gilman Orchard	1	(4 apple,	total fruit tree care, litter removal	1/2/23 through 12/31/24
Latona to Eastlake W		5 cherry)		

- *Aspect:* Flat to South; Percentage of zone with a slope greater than 40%: 9%; 66%+ slope: No; *Slope Position:* low;
- *Canopy:* none;

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- *Other:* Adjacent Seattle Department of Transportation Right of Way and City Light Easement for overhead utilities. Some trees in Burke Gilman Trail fall adjacent to GSP Zone Boundaries.

*East Duwamish Greenbelt (Mountains to Sound Trailhead Orchard – I-90)*



Project Zone	Phase	No of trees	Activity	Work Schedule
<b>East Duwamish Greenbelt</b> Mtns to Sound Trailhead Orchard I - 091	3	21 (21 plum)	total fruit tree care, litter removal	1/2/23 through 12/31/24

- *Aspect:* West; Percentage of zone with a slope greater than 40%: 46%; 66%+ slope: No; *Slope Position:* low;
- *Canopy:* mixed;
- *Other:* ECA Wildlife Corridor; ECA Steep Slope; Regulated noxious weed presence – poison hemlock. Water source on site?

*Longfellow Creek Greenspace: Yancy (Nevada Street Orchard)*



Project Zone	Phase	No of trees	Activity	Work Schedule
<b>Longfellow Creek Greenspace:</b> <b>Yancy</b> Nevada Street Orchard Adams	3	Approximately 35	total fruit tree care, litter removal	1/2/23 through 12/31/24

- *Aspect:* Flat; Percentage of zone with a slope greater than 40%: 29%; 66%+ slope: No; *Slope Position:* low;
- *Canopy:* mixed;
- *Percentage of zone designated as wetland:* 21%;
- *Other:* ECA Wildlife Corridor; Adjacent ECA Steep Slope; Adjacent ECA Stream Corridor, Longfellow – Mainstem flows to Duwamish Waterway; water hydrant off Nevada St.

**Bid Meeting:**

**Request for Proposal:** Please describe the services your firm provides and the qualifications your firm possess, including any certifications (ISA, NALP, WSDA Pesticide), as they relate to the scope of work. Provide a proposed timeline for completing scope of work, and a cost per site bid on. Please submit these plus references specific to fruit tree pruning via email to KCD Project Manager Ellen Arnstein [ellen.arnstein@kingcd.org](mailto:ellen.arnstein@kingcd.org) by 4 pm February 1, 2023.



## ADDITIONAL INFORMATION

**Pre-Project Meeting for Contractor Awarded Project:** Contractor shall attend a Pre-Work Site Visit before beginning Work. The KCD Project Manager will notify Contractor of the time and place of the Pre-Work Site Visit in order to review Scope of Work, logistics and the Work Schedule.

**Work Details:** Work outlined in the Work Summary shall follow the specifications outlined in the Green Seattle Partnership (GSP) Crew Work Specifications, available online here: [http://greenseattle.org/wp-content/uploads/2021/12/GSP-Work-Specification-Update\\_Dec-2021.pdf](http://greenseattle.org/wp-content/uploads/2021/12/GSP-Work-Specification-Update_Dec-2021.pdf). Site-specific considerations are included below.

- At Contractor’s discretion, use one or more combination of methods outlined in the GSP work specifications to meet performance criteria by the end of the Work Schedule.
- Protect known and unknown waterways as well as known streams, wetlands, and riparian corridor Environmentally Critical Areas. Refer to the GSP Work View Map for location of Environmentally Critical Areas.
- Contractor shall install stormwater and erosion controls throughout all zones listed in Work Summary. Temporary Erosion and sediment controls (TESC) shall be constructed in conjunction with all clearing activities where appropriate in Environmentally Critical Areas or any area with the potential for erosion. The Construction Stormwater Pollution Prevention Plan (CSPPP) for this GSP project follows. Implement and maintain an updated CSPPP, beginning with initial land disturbance. Retain the Project CSPPP on site or within reasonable access to the site. Plant Ecologist may modify the plan as needed.
- Project phasing: Bird Habitat Considerations: Conduct knockdown of substantial patches of focus weeds prior to March 13<sup>th</sup> OR after primary bird nesting season (July 31).

### *Construction Stormwater Pollution Prevention Plan (CSPPP) for Seattle Fruit Tree Care Urban Forestry Project 2023*

#	Element Name	✓	Best Management Practice	Notes
3.1	Protect Waterways	✓	E1.15 Mulching, Matting, and Compost Blankets	Applies in disturbed areas that require immediate erosion protection: exposed soils (less than 50% native vegetation cover) left for 2 – 30 working days. WoodStraw may be used as an appropriate substitute.
3.2	Prevent erosion and sediment transport from the site	✓	E1.35 Preserve Natural Vegetation	Minimize impacts to native vegetation by carrying out Project Activities only where target weeds are present.
		✓	Ecology BMP C231 Brush Barrier	Create weed compost piles per the Work Specifications. “Windrows” on steep slopes may be used as brush barrier.

		✓	E3.35 Straw Wattles, Compost Socks, and Compost Berms (includes Coir logs)	Applies in disturbed areas that require immediate erosion protection: steep, exposed soils during short project delays; on exposed soils requiring stabilization until permanent vegetation can be established; as an alternative to silt fence for perimeter control.
		✓	E3.70 Street Sweeping and Vacuuming	Sweep and remove any organic material that falls on impervious surface
3.4	Stabilize soils		E1.10 Temporary Seeding	
		✓	E1.15 Mulching, Matting, and Compost Blankets	Applies in disturbed areas that require immediate erosion protection: exposed soils (less than 50% native vegetation cover) left for 2 – 30 working days. WoodStraw may be used as an appropriate substitute.
		✓	E1.20 Clear Plastic Covering	Applies in disturbed areas that require immediate erosion protection: exposed soils (less than 50% native vegetation cover) left for 2 – 30 working days
		✓	E2.45 Dust Control	Prevent surface and air movement of dust from exposed soil surfaces onto roadways, adjoining properties and into drainage channels and receiving waters
3.6	Protect storm drains	✓	E3.25 Storm Drain Inlet Protection	E3.25 applies where downslope storm drain inlets are operational prior to the Work Schedule. Protection shall be provided for all storm drain inlets downslope of Project Activities AND adjacent areas where there is potential for sediment transport into bodies of water and drainage systems.
		✓	E3.65 Cleaning Inlets and Catch Basins	
		✓	E3.70 Street Sweeping and Vacuuming	Sweep and remove any organic material that falls on impervious surface
3.7	Control Pollutants	✓	C1.15 Material Delivery, Storage, and Containment	Handle and dispose of waste materials and debris to prevent contamination of stormwater. Address contaminated surfaces immediately. Report spills immediately to Plant Ecologist.



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		√	C1.45 Solid Waste Handling and Disposal	In wet areas, establish work center (i.e. tool and material storage, plant delivery and primary staging location, and lunch location) outside of the wet area where soils are more stable.
3.8	Maintain Erosion and Sediment Control BMPs	√		Maintain and repair, protect and restore all temporary erosion and sediment control BMPs as needed to assure continued performance of their intended function during the Work Schedule.

### SITE COMPLIANCE INSPECTION AND PAYMENT

**Field Inspections:** KCD will conduct periodic inspections. Inspections may be done concurrently with Work but will be completed no later than 5 business days after specified Work completion dates on the Sites as well as submittal of invoice, worklogs, data, pesticide records, etc.

#### Reporting:

- Green Seattle Partnership CEDAR Worklog: Contractors must submit worklogs at the same time as invoices. The landing page for CEDAR is located at: <http://seattle.cedar.greencitypartnerships.org/>. **WSDA Pesticide Application Records:** Contractors must submit copies of the pesticide application records to the Project Manager monthly. New in 2017, contractors must use the Seattle Parks and Recreation form, approved by WSDA, available at: <http://greenseattle.org/wp-content/uploads/2018/03/GSP-Pesticide-Application-Record-2018FINAL.docx>. Pesticide application records are required to be submitted using fluid ounces (not liters), and total quantity applied (mixture or straight product). Records must also accurately capture site temperature and wind speed.

**Payment Schedule:** Contractor shall provide an invoice for time and materials, itemized by site to King Conservation District by the 5<sup>th</sup> of every month, providing worklogs and pesticide records for the work completed during the previous month. If a different schedule is requested by either party, it will be agreed upon during the Pre-Work Site Visit and will be set forth in the Work schedule.



## **Exhibit B: Project Specifications**

In GSP Work Specifications Document attached separately





## Exhibit C: Sample KCD Limited Public Works Project Contract

### King Conservation District XXXXXXXX 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 XXXXXXXXXX (the "Contractor").

The parties agree as follows:

1. **Term of Agreement.** This Agreement shall be effective from and after XXXXXXXX through XXXXXX, 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 XXXXXX 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

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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

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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,



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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.

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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.



# King Conservation District

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CONTRACTOR: XXXXXXXXXXXXX

By: Printed Name:                      Date:                      WA Contractor’s License No.

KING CONSERVATION DISTRICT:

By: Printed Name:                      Date:

## Exhibit A

I. Scope of Services to be provided by the Contractor. The Contractor shall furnish services including, but not limited to the following:

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

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

A. The District shall compensate the Consultant for services performed as detailed below or as otherwise mutually agreed to in writing by both parties. The Consultant will bill the District at \$ \_\_\_\_\_ per hour, not to exceed the costs listed below.

Total Cost not to Exceed

Example - Manure Management for Horse Owners 3 @ 1523 ea                      \$4,570