Exhibit A – Scope and Summary of Work

Project Location

This project is located on King County Housing Authority land located near 18100 107th Place SE, Renton, WA, 98055.

Area Description

Vantage Glen is a King County Housing Authority property that has approximately 13 acres of forest land divided into six management areas ranging in size from .96 acres to 3.62 acres. With the exception of Stands 2 and 6, they are forested and have a good diversity of conifer and hardwood species appropriate to the area: Douglas fir, red alder, Big-leaf maple, and Western red-cedar. The trees have an overall good level of health but might be considered overcrowded. The understory species include sword fern, salal, and Oregon grape and ranges from sparse to medium coverage. A soft layer of duff from 2-6 inches deep covers most of the forest floor.

In Stands 1, 3, and 5, canopy coverage ranges from 80-90% in most stands with 30-49 year old Douglas fir of 6-10 inch DBH dominating.

Panther Creek runs through the southwest corner of the property, crossing through Stand 4. There is a mapped erosion hazard on either side of the Creek, as the slope is about 65%. In addition, there are two areas in Stand 4 mapped as aquatic habitat. The trees in Stand 4 are more likely 50-99 years old and have an average DBH of 11-20 inches. The canopy cover is about 90% with variable tree spacing of 15-20 feet.

Stands 2 and 6 are unique in that they are largely unforested and have extensive (60-80%) invasive coverage. Stand 2 (3.49 acres) is very exposed and dry. The canopy cover is 20% with Douglas-fir, big-leaf maple, and some large Pacific madrone in patches with tree spacing that averages about 30 ft. growing mostly along the bottom of the slope. The Douglas-firs average 30-49 years old with a DBH of 11-20 inches and about 80% crown ratio. They seem overall healthy and the other native trees are about the same age and size class. The soil seems dry and sandy along most of the upper slope and more compacted along the two terraces that traverse the stand. The west section of Stand 6 has English ivy and non-native cherry among few big-leaf maple, Douglas-fir, and red alder. The big-leaf maple and Douglas-fir (70% crown ratio) average 30-49 years old with a DBH of 11-20 inches. They seem overall healthy and the other trees are younger and smaller. Like in Stand 2, there is a terrace/trail that runs through the middle of the stand as it wraps around the hill.

Invasive Species

Stands 1,3, and 5 have moderate presence of invasive species. Stand 4 has only 10% invasive coverage. The middle and upper slopes of Stand 2 are grass or moss dominated by Scotch broom and Himalayan blackberry with small patches of English ivy, English hawthorn, and English holly scattered throughout. Stand 6 is also very exposed and underplanted with 41-60% invasive coverage, particularly large areas of Himalayan blackberry to the east and Scotch broom in the center. English ivy is limited to the forested area on the west side of the stand.

Project Summary

This project will focus on the following tasks: treatment of invasive species; and replanting with native trees and shrubs particularly in Project Zones A and C (Stands 2, 5, and 6). Approximately 600 trees and 500 shrubs will be needed for this project.
Project Area Map:
Scope of Services to be provided by the Contractor

Note
- Final plant numbers will be determined after first round of invasive plant removal.

The Contractor shall furnish services including, but not limited to the following:

Project Zone A (Stands 2 and 6):
Stand 2:
Within flagged Project Zone A, approximately 5.26 acres of forest:

Task 1: In Spring 2024, carry out first round of invasive plant cutting and treatment:

- Clip Canada thistle (Stands 2 and 3) at the bud stage (early Spring) and repeat on regrowth to weaken roots.
- Dig out Common tansy (Stand 2) when they emerge in the spring (April to June) being sure to remove as much root as possible. Bag and dispose of all flowering plants. Return the following summer and spring to remove plants coming up from broken roots and seeds already in the soil.
- King County requires the control of tansy ragwort (Stand 2) and spotted knapweed (Stand 2). The plants can be dug up after they bolt but before they flower (typically May to June) being sure to remove as much root as possible. Bag and dispose of all flowering plants and rosettes.
- Himalayan blackberry is present in several large, dense patches in Stands 2 and 6 and in more scattered clumps throughout the rest of the site. Blackberry can be cut in the spring, then treated with herbicide through foliar application after sufficient regrowth has occurred. Alternatively, spot foliar treatment of blackberry without mowing or cut and paint of canes can also be used.
- There is a heavy infestation of Scotch broom in Stands 2 and 6. Scotch Broom may be removed by hand through weed wrench or by pulling if small and soil is moist. Large specimens may be cut very close to the ground. Herbicide can also be applied to foliage during the growing season.
- Control vertical ivy by girdling; cut the ivy vines at shoulder height and slightly above ground level. Remove the cut ivy section from the tree and pull stems and roots at least 6 feet away from tree. If stems are large, paint with herbicide. If removed by hand, it may be composted on-site but must be composted off the surface of the soil or it may be hauled off site.
• Butterfly bush is found in Stand 6. Control butterfly bush by cutting the trunk off at the base and immediately applying concentrated Triclopyr on the freshly cut surface. Seed heads should be bagged for removal before they have gone to seed for the year. Woody debris can be composted on site.

• English hawthorn (Stand 2) and English holly (Stand 2) can be controlled with herbicide through injection pellets, frill and squirt, or cut and paint methods. The biomass will be chipped and used as mulch on-site or hauled off-site.

Task 2: In Fall 2024 cut and re-treat any regrown or remaining woody invasive species.

Task 3: In Winter 2024, plant open areas with sun and drought tolerant trees such as Douglas-fir, shore pine, big-leaf maple, bitter cherry, Oregon white oak, Pacific madrone, and grand fir at 15’ spacing. Plant drought resistant and slope fixing shrubs such as oceanspray, red-flowering currant, salal, snowberry, and thimbleberry at a 6’ spacing. Maximum 500 trees and 500 shrubs will be needed to replant this zone. Install deer protection as necessary – eg. Vexar tubing and bamboo stakes or metal tree cages protecting the terminal leader (topmost growth) until it is above deer browse height (4-5’ tall).

Task 4: In Summer 2024: Monitor all areas for regrowth of invasive plants and treat as necessary.

**Project Zone B (Stands 1 and 3):**

**Stand 1:**

**Stand 3:**
Within flagged *Project Zone B*, approximately 4.58 acres of forest:

**Task 1:** In late Spring 2024, carry out first round of invasive plant cutting, digging, and treatment:
- Blackberry can be cut in the spring, then treated with herbicide through foliar application after sufficient regrowth has occurred. Alternatively, spot foliar treatment of blackberry without mowing or cut and paint of canes can also be used.
- Scotch Broom may be removed by hand through weed wrench or by pulling if small and soil is moist. Large specimens may be cut very close to the ground. Herbicide can also be applied to foliage during the growing season.
- Control vertical ivy by girdling; cut the ivy vines at shoulder height and slightly above ground level. Remove the cut ivy section from the tree and pull stems and roots at least 6 feet away from tree. If stems are large, paint with herbicide. If removed by hand, it may be composted on-site but must be composted off the surface of the soil or it may be hauled off site.
- English hawthorn and English holly (Stand 3) can be controlled with herbicide through injection pellets, frill and squirt, or cut and paint methods. The biomass will be chipped and used as mulch on-site or hauled off-site.
- Periwinkle (vinca), found in Stand 3, can be removed by repeated hand pulling that removes all stems, root nodes, and stolons. Similar to English Ivy, pulled periwinkle can be composted on site if not in contact with the ground or can be hauled off site. Herbicide can also be used to remove periwinkle. Triclopyr with a surfactant is most effective as a spring foliar or paint.

**Task 2:** In Fall 2024 cut and retreat any regrown or remaining woody invasive species.

**Task 3:** In Winter 2024, about 10% of this zone is plantable. A maximum 80 trees will be needed to replant this zone with 15’ spacing. Species and spacing will be determined after site prep is completed.

**Task 4:** In Summer 2025: Monitor all areas for regrowth of invasive plants and treat as necessary.
Within flagged *Project Zone C*, approximately 1.39 acres of forest:

**Task 1:** In late Spring 2024, carry out first round of invasive plant cutting, digging, and treatment:

- Blackberry can be cut in the spring, then treated with herbicide through foliar application after sufficient regrowth has occurred. Alternatively, spot foliar treatment of blackberry without mowing or cut and paint of canes can also be used.

- Scotch Broom may be removed by hand through weed wrench or by pulling if small and soil is moist. Large specimens may be cut very close to the ground. Herbicide can also be applied to foliage during the growing season.
• Control vertical ivy by girdling; cut the ivy vines at shoulder height and slightly above ground level. Remove the cut ivy section from the tree and pull stems and roots at least 6 feet away from tree. If stems are large, paint with herbicide. If removed by hand, it may be composted on-site but must be composted off the surface of the soil or it may be hauled off-site.

• English hawthorn and English holly can be controlled with herbicide through injection pellets, frill and squirt, or cut and paint methods. The biomass will be chipped and used as mulch on-site or hauled off-site.

Task 2: In Fall 2024 cut and retreat any regrown or remaining woody invasive species.

Task 3: In Winter 2024, about 10% of this zone is plantable. A maximum 20 trees will be needed to replant this zone with 15’ spacing. Species and spacing will be determined after site prep is completed.

Task 4: In Summer 2025: Monitor all areas for regrowth of invasive plants and treat as necessary.

Project Zone D (Stand 4):

Within flagged Project Zone D, approximately 2.72 acres of forest:

Task 1: In late Spring 2024, carry out first round of invasive plant cutting, digging, and treatment:

• Blackberry can be cut in the spring, then treated with herbicide through foliar application after sufficient regrowth has occurred. Alternatively, spot foliar treatment of blackberry without
mowing or cut and paint of canes can also be used.

Task 2: In Fall 2024 cut and retreat any regrown or remaining woody invasive species.

Task 3: In Winter 2024, about 5% of this zone is plantable. Species and spacing will be determined after site prep is completed.

Task 4: In Summer 2025: Monitor all areas for regrowth of invasive plants and treat as necessary.

**Other Services to be provided by Contractor:**

A. Contractor shall provide KCD project manager with a 48-hour advanced notice of their planned arrival to project sites to perform project work.

B. Contractor shall inform KCD project manager within 24 hours of the completion of a project task.

C. Contractor shall provide copies of WSDA herbicide application records to KCD project manager for all herbicide applications associated with project tasks.

D. Contractor shall follow provisions of the Unanticipated Discovery Plan included as part of Exhibit C.

**Scope of Services to be provided by the King Conservation District:**

A. Coordinate with KCHA as needed to provide contractor with access to project sites.

B. Communicate with the Contractor and KCHA 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 C if cultural resources are discovered during project implementation of project work.

**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 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: $oxed{XXXXXX}$

B. The Contractor agrees to submit approved billing invoices to the District.
**Exhibit B – Project Technical Specifications**

**JOB SHEET**

*Forest Stand Improvement*

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

<table>
<thead>
<tr>
<th>Landowner: King County Housing Authority – Vantage Glen (contact Patrick Malloy)</th>
<th>Lifetime of Practice: 15 years</th>
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*This Job sheet must be attached to your completed application*

**Purpose**  
(checkbox all that apply)

- Site preparation  
- Tree/Shrub establishment  
- Tree/Shrub stand improvement  
- Long-term erosion control and improvement of water quality  
- Wildlife habitat enhancement

**Forest Management Practice and Details**  
*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.*

1) See attached map

2), 3) See attached Scope of Work

**Permits**  
*Are there any permits necessary for the project? If so, please list below and include a copy of the permit.*

Yes, Critical Areas permit will be required for ground disturbing work on the steep slopes and within the Panther Creek buffer.

Landowner must comply with local, state and federal regulations and permitting requirements.

1) Forest landowners may need a permit from the WA State DNR for forest management activities [http://www.dnr.wa.gov/businesspermits/forestpractices/Pages/Home.aspx](http://www.dnr.wa.gov/businesspermits/forestpractices/Pages/Home.aspx)

Or

From through the Forest Practices Rules, see the King County specifics here: [http://www.co.king.wa.us/property/permits/info/SiteSpecific/forest.aspx](http://www.co.king.wa.us/property/permits/info/SiteSpecific/forest.aspx)

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: [http://www.ecy.wa.gov/programs/wq/pesticides/](http://www.ecy.wa.gov/programs/wq/pesticides/)

**Type and Source of Plant Material**  
*Will you use potted plants, bareroot plants, b&b plants or a combination? Where will you get the plants from and when?*

Plant material will be native species adapted to the site to minimize maintenance and care.

______, the contractor, will plant bareroot plants that have been sourced from the Puget Sound. If additional plant material is purchased to augment the ____ 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 creating planting sites for native plants. Non-native/invasive species control will target Scotch broom, Himalayan blackberry, English ivy, English hawthorn, English holly, European mountain ash, non-native cherry, butterfly bush, and various herbaceous species. 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 is 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:**

**Scotch Broom Control**
- **Manual Control:** Scotch broom can be manually controlled through digging, pulling, or cutting. Scotch Broom reproduces primarily through seed production so be sure to not allow seeds to develop before manual control. Digging or pulling is best accomplished by the use of a weed wrench. Remove as much of the root as possible. Mowing is most effective on larger plants in the late summer.
- **Chemical Control:** Scotch broom can be controlled through a foliar spray or basal bark/cut stump treatment. **Always follow label rates and instructions.**
  - **Foliar Spray:** Most effective in spring and again in the fall when plants are actively growing. Thoroughly wet actively growing parts. Can use the active ingredients of glyphosate or triclopyr. Glyphosate is non-selective and will damage other vegetation it contacts; glyphosate is most effective when applied in spring. Triclopyr will not damage grass; triclopyr can be applied any time the plant is actively growing. Do not mow plants until herbicide has been allowed to move through plants. Re-treatment the following year may be necessary to control late-germinating plants.
  - **Basal Bark and Cut Stump:** Wipe concentrated herbicide on recently (within moments) cut stump. Effective active ingredients include triclopyr ester and 2,4-D.

**Himalayan & 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.

**English Hawthorn and Holly**

- **Manual Control:** Not recommended. Small plants can be dug up when the soil is moist. Regularly check area for re-growth. For larger plants cuts 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 hawthorn and holly trunks should be cut as close to the ground as possible. Immediately (within minutes) treat the cut stump with an application of glyphosate herbicide (such as Rodeo or Roundup). An alternate technique, called frilling, involves incising deep cuts through bark into trunks at a 45 degree angle. Immediately treat the frills by pouring glyphosate 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 and laurel leaves, which have a waxy layer that prevents chemicals from being absorbed. **Always follow label rates and instructions.**

**Butterfly Bush**

- **Manual Control:** Seedlings can be hand-pulled with little effort, and larger plants can be cut. Branches should not be left on the bare ground as they can form roots and re-grow. Never discard any part of this plant in natural areas or on roadsides. Branches can be burned, put in your yard waste container, or taken to a landfill or composting facility. Seed heads should always be placed in the trash.

- **Chemical Control:** Controlling butterfly bush by spraying with a brush-control herbicide is somewhat effective, but for better results, cut the trunk off at the base and immediately apply concentrated glyphosate or triclopyr on the freshly cut surface. **Always follow label rates and instructions.**

**Canada Thistle Control**

- **Manual Control:** Small infestations can be controlled manually by pulling up the entire plant, including its roots or repeated mowing to weaken stems and prevent seeding. Wear protective gloves when pulling and handling plants. If you pull flowering plants, seal them in a plastic bag and put them in the trash—not in your compost or yard waste. Pull plants while the soil is still moist, roots will come out more easily.

- **Chemical Control:** Herbicides provide effective control of tansy ragwort when applied to rosettes in the spring or applied to the new growth initiated after fall rains. Selective herbicides can be used to target broadleaf weeds and not grasses. Remove and bag plants that have already flowered as herbicide applied at that time will not stop seed production. **Always follow label rates and instructions.**
Tansy and Tansy Ragwort Control:

- **Manual Control:** Small infestations can be controlled manually by pulling up the entire plant, including its roots. Wear protective gloves when pulling and handling plants. If you pull flowering plants, seal them in a plastic bag and put them in the trash—not in your compost or yard waste. Pull plants while the soil is still moist, roots will come out more easily. Roots left in the ground may resprout so remove as much as possible and continue to monitor the area. Plants are easier to find when they are beginning to form their flowering stems, but if you can pull the plants as rosettes, you will have less plant material to dispose of. Large infestations are better handled by a combination of manual and chemical controls. Mowing alone is not effective as tansy ragwort can re-sprout if entire plant is not removed, behaving as a perennial until the plant is removed. Mowing can be used as an interim measure to keep it from blooming and going to seed, but other control methods will be needed the same year before flowers form.

- **Chemical Control:** Herbicides provide effective control of tansy ragwort when applied to rosettes in the spring or applied to the new growth initiated after fall rains. Selective herbicides can be used to target broadleaf weeds and not grasses. Remove and bag plants that have already flowered as herbicide applied at that time will not stop seed production. **Always follow label rates and instructions.**

Knapweed Control:

- **Manual Control:** You can hand pull or dig up individual plants, making sure to remove as much root as possible. Plants in sandy soil pull easily, but those in hardpacked soil will require a shovel or stout trowel. Sites where plants have been pulled need to be watched closely for new knapweed plants, as disturbed soil aids in germination of any seeds present. Knapweed that is periodically mowed will generally continue to flower and produce seeds, so mowing alone is not recommended.

- **Chemical Control:** Double-check the label for any site-specific restrictions. 2,4-D and triclopyr are effective at time of stem elongation (usually late April to early May), before flowers open. Aminopyralid is also very effective from rosette to bolting stage or on fall rosettes. These products are selective for broadleaf plants and will not harm grass, which helps to suppress new knapweed seedlings. Glyphosate is also effective but will kill grass as well. When using glyphosate, follow with seeding or planting of appropriate species. Glyphosate is effective when most plants are at bud stage. Spray herbicide on the entire leaf and stem surface of actively growing plants; do not cut the stem until plants are dead, since this stops the plant from absorbing the chemical. A heavy seedling infestation can be efficiently controlled with an herbicide application in spring, followed by an application later in the summer or fall if needed. **Always follow label rates and instructions.**

**Planting Area Preparation Prescriptions:**
Post invasive species control in project zones that will be planted with native plants, planting areas should be prepared by mowing or cutting back any competitive vegetation in a 4-foot diameter circle where native tree seedlings, shrubs, or groundcovers will be planted.

**Biomass Management Prescriptions:**
When trees and shrubs are managed within the forest, biomass is created. This downed woody material is important to be retained on-site to maintain soil nutrients, wildlife habitat, and suppression of weed seed germination.

**Native Shrub Retainage** –
- At minimum, 15% of existing native shrub cover will be retained during site prep. This may be grouped around retained trees.
- During maintenance: all native shrubs that are not within the 4-foot clearing zone around planted trees, or otherwise not directly competing for light with planted trees will be retained

**Standing Dead Wood (Snags)** –
- All existing standing dead wood greater than 10 inches (snags) will be left standing onsite unless the tree poses significant hazard to structures or humans.
- Consider topping trees in order to create future snags. As a point of reference: in unmanaged lowland Western WA forests, there are an average of 11 snags per acre.

**Downed Dead Wood (greater than 5 inches)** –

- There will be a minimum of 6% cover (on the ground) of downed dead wood greater than 5 inches. Some wood may be piled to create habitat piles. This will equal 2 trees at 20 feet long (If feasible, at least 12 inches DBH on small end) per acre or ~2,615 square feet of downed wood. Wildlife experts recommend greater retention, 15-20% if protection of small animals and their predators is a management objective.

**Fine Woody Debris (Mulched material or woody material less than 4 inches in diameter)** –

- All fine woody debris (that does not include invasive species) will remain on site, either masticated, loped and scattered, or piled for wildlife habitat.
- If sites are not receiving mastication, then at least 40% of fine woody debris will be left on site. For steep slopes, at least 50%.

**Home Ignition Zone (depending on slope, 150-200 feet around homes)**

- Although Forest Health Management contracts do not specifically address firewise principles, considerations on biomass management can be made in the home ignition zone. *Please note these considerations here:*

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**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 “healed” into a soil bed. To heal-in, dig a v-shaped trench to a depth that accommodates covering the seedling roots when back-filled with soil.

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**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:**

**Live Stake Inventory:** Live Stakes and whips should be planted using a planting bar. Stakes and whips are to be 3 to 4 feet long, and a minimum of ½ inch in diameter. Stakes should be stored in a bucket of water until planted. Buds should face up in the bucket. Soaking before planting greatly increases the survival of live stakes and whips. Refer also to the attached planting instructions in *Planting Live Hardwood Stakes.*

**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.

Basal Wrapping & Tree Protectors (for sites where vole/mouse herbivory is anticipated): Voles, mouse-like animals, are especially present in meadow and pasture areas and target trees and shrubs primarily in the winter when other food sources are scarce. They will readily girdle small trees and shrubs and tunnel through and eat root systems. Vole damage is hard to catch before it occurs. If voles or vole activity have been seen at a site, steps must be taken to protect young plants directly after they are planted. Start by managing other vegetation near the plant by weeding or mowing and not leaving vegetation as thatch. Be sure that mulch is not too close to the base of the plant as loose mulch may encourage voles. Plant protectors and basal wrappings may also be installed. These protectors can plastic, mesh, or galvanized steel hardware cloth (1/4 or 3/8 inch). Circle the base of the plant with the material and create a tube by securing the material to itself. Be sure to leave room for growth. Then bury the bottom a few inches into the soil. Recommended height is 12 inches.

3) Weed Suppression Prescription

Mulching: In locations where ongoing weed suppression is a concern, prepare the area around each plant by placing a barrier of cardboard around the plant. After placing the barrier, apply a layer of mulch over the weed barrier to a depth of 4-6 inches. Mulching options include wood chips, fully composted organic material such as a commercial compost product, or weed free straw. Mulch should be weed free, if possible, to avoid introducing new weeds to the project site. Mulch is not necessary in the emergent plant zones.

Weed Mats or Fabric: In locations where weed/grass suppression is a concern, install fabric squares around each installed plant. There are a variety of brands available. If a non-biodegradable fabric is used, then it MUST be removed from the plants within five years.

4) Erosion Control Prescription

Mulch: In addition to weed suppression mulch products are effective for preventing soil erosion. Mulch may be used in areas with exposed soil that will need protection for less than 30 days (before plants are installed). Materials may include straw, wood fiber cellulose, compost, arborist chips, or chipped site vegetation (must not include live invasive plant material). Product will be applied 2 inches thick at a minimum.

Nets & Blankets: Nets and blankets are suitable for areas expected to have higher velocity or channelized run-off. This applies to slopes greater than 2:1 or with more than 10 feet of vertical relief. Jute matting, woven straw blankets, and coir blankets may be used. Products may vary, thus follow manufacturers installation techniques.

Wattles: Wattles are erosion and sediment barriers consisting of straw wrapped in a tubular encasing material. Wattles are placed in shallow trenches and staked along the contour of disturbed or newly constructed slopes.

1) Wattles are installed perpendicular to the flow direction and parallel to the slope contour.
2) Narrow trenches should be dug across the slope, on contour, to a depth of 3 to 5 inches on clay soils and soils with gradual slopes. On loose soils, steep slopes, and during high rainfall events, the trenches should be dug to a depth of 5 to 7 inches, or ½ to 2/3 of the thickness of the wattle.

3) Start construction of trenches and installing wattles from the base of the slope and work uphill. Excavated material should be spread evenly along the uphill slope and compacted using hand tamping or other method. Construct trenches at contour intervals of 3 to 30 feet apart depending on the steepness of the slope, soil type, and rainfall. The steeper the slope the closer together the trenches should be constructed.

4) Install the wattles snugly into the trenches and abut tightly end to end. Do no overlap the ends.

5) Install stakes at each end of the wattle, and at 4 foot centers along the entire length of the wattle.

6) If required, install pilot holes for the stakes using a straight bar to drive holes through the wattle and into the soil.

7) At a minimum, wooden stakes should be approximately ¼ x ¼ x 24 inches. Willow cuttings or 3/8 inch rebar can also be used for stakes.

8) Stakes should be driven through the middle of the wattle, leaving 2 to 3 inches of the stake protruding above the wattle.

**Seeding:** In areas that will not be planted immediately seeding with an erosion control seed mix will prevent soil erosion. A sterile wheat product called ®Regreen or a native seed mix may be used. ®Regreen is a commercial brand of sterile wheat that will form a cover crop and die back within approximately one year to three years. ®Regreen shall be applied a rate of 60 lbs per acre when hydro seeded, and 120 lbs per acre when broadcast seeded. The best time to seed is April 1 to June 30 and September 1 through October 15; however irrigation may be required to grow adequate cover.

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**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 Scotch broom, Himalayan blackberry, English ivy, and any listed King County Noxious weeds.

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**Additional Specifications and Notes:**
Exhibit C – Unanticipated Discovery Plan

Plan and procedures for the unanticipated discovery of cultural resources and human skeletal remains in King Conservation District Projects

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.

KCD Unanticipated Discovery Plan
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  
360-586-3088  
360-628-2755 - Cell  
  Or  
Dr. Allyson Brooks,  
State Historic Preservation Officer/Director  
email: Allyson.Brooks@dahp.wa.gov  
360- 586-3066  
  Or  
Dr. Guy Tasa  
State Physical Anthropologist  
email: 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

Puyallup Tribe
Brandon Reynon
Cultural Resources
253-573-7986
brandon.reynon@puyalluptribe.com

Snoqualmie Nation
Steve Mullen-Moses
Director of Archaeology & Historic Preservation
425-495-6097
steve@snoqualmietribe.us

Stillaguamish Tribe
Kerry Lyste
Cultural Resources
360-657-3687 ext. 14
klyste@stillaguamish.com

Suquamish Tribe
Dennis Lewarch
Tribal Historic Preservation Office
360-394-8529
dlewarch@Suquamish.nsn.us

Tulalip Tribes
Richard Young
Cultural Resources
360-716-2652
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.
Exhibit D: Sample KCD Limited Public Works Project Contract

King Conservation District 2023 Vantage Glen KCHA 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 __________________ (the "Contractor").

The parties agree as follows:

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

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 “2023 Vantage Glen KCHA” (“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 $_________ (including sales tax) 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 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 39th St, Suite 150  
Renton, WA 98057  
Attn: Jason Saura

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:**

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

**KING CONSERVATION DISTRICT:**

By: __________________________
Printed Name: __________________
Date: __________________________