

TIMBER SNAG CREATION CONTRACT

THIS CONTRACT is dated and effective as of the date of last signature below and is by and between the City of Everett, a Washington municipal corporation (the "City"), and the Contractor shown below in the Basic Provisions. This Contract includes and incorporates the Basic Provisions, the attached General Provisions, the attached Specifications, and the attached Maps and Figures.

BASIC PROVISIONS	
Project Name/ WO Number	Chaplain Gap 2024 Snag Creation / WO # 401-5-200124923410
Contractor	Sampsawright DBA Sam's Tree Care
	8204 21st Ave NE Seattle, WA 98115
	sampsawright@gmail.com
City Contract Administrator	Anna Thelen
	City of Everett -- Public Works 3200 Cedar St. Everett, WA 98201
	athelen@everettwa.gov
Project	The Contractor will furnish all labor, tools, materials, equipment, and supplies required to complete all work as set forth in this Contract. The entire work set forth in the Contract is referred to herein as either the "Work" or the "Project."
Contract Time	The Project shall be physically complete in all respects within 120 calendar days from the date of issuance of a Notice to Proceed. The Contractor shall not start the Work until receipt of Notice to Proceed from the City. If a purchase order is issued for the Work, it is only a Notice to Proceed. The purchase order's pre-printed terms and conditions are not part of the Contract
Contract Price	The amount of this Contract is the Contract Price, which is \$66,240.00. The basis for final payment will be the actual amount of Work performed in accordance with the Contract. In no event shall the total amount paid to Contractor exceed the Contract Price unless the Contract amount has been increased by one or more change orders signed by the City.

Contractor Insurance Contact Information	Nanci Gonzalez
	(206) 956-1600
	Nanci.Gonzalez@bbrown.com

IN WITNESS WHEREOF, the City and Contractor have executed this Contract, which includes the above Basic Provisions, the attached General Provisions, the attached General Provisions, the attached Specifications, and the attached Maps and Figures.

**CITY OF EVERETT
WASHINGTON**

SAMPSA WRIGHT DBA SAM'S TREE CARE



Cassie Franklin, Mayor



Signature: _____

Name of Signer: Sampsa Wright

Signer's Email Address: sampsawright@gmail.com

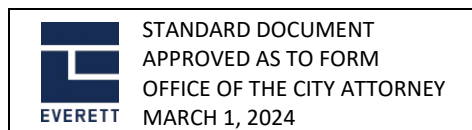
01/23/2025

Date

ATTEST



Office of the City Clerk



ATTACHMENT TO CONTRACT
(GENERAL PROVISIONS)

1. Contract Procedures

- A. Safety. The Contractor shall take all necessary precautions for the safety of employees on the worksite and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. Correction of Defects/Warranty. If, during the course of the Contract, the Work rendered does not meet the requirements set forth in the Contract Documents, the Contractor shall correct or modify the Work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such Work until it meets the requirements of the Contract. In addition, the Contractor shall be responsible for correcting all defects in the Work discovered within one year after the date the completion of the Work. If a longer warranty period is specified elsewhere in the Contract, then that longer period applies. All warranties in the Contract are cumulative; if warranties contained in the Contract are different or conflict with each other, then the most stringent on the Contractor applies.
- C. Change Orders. Changes to the Work, if any, will be formalized in change orders signed by the Contractor and the City. The Mayor will sign all change orders on behalf of the City.
- D. Contract Claims. The Contractor shall provide written notice to the City of any contract claim against the City relating to differing site conditions, protests, work orders, revision of work orders, damages, expenses, costs, extra work, or anything else arising out of this Contract. To the maximum extent allowed by law, a contract claim is forever waived if such notice is not delivered to the City by the earlier of (A) the date that is thirty (30) days after the discovery of the basis of such contract claim or (B) the date that is thirty (30) days after completion of the Work at issue in the contract claim.

2. Method of Payment.

- A. To obtain payment, Contractor shall file its request for payment with the City Contract Administrator. Contractor shall be paid no more often than once every thirty days.
- B. All requests for payment should be sent to the City Contract Administrator Address in the Basic Provisions or to an address designated by the City Contract Administrator in writing.

3. Indemnification/Waiver of Industrial Insurance Immunity (RCW 4.24.115).

- A. Except as otherwise provided in this section, the Contractor hereby agrees to save, hold harmless, defend, and indemnify the City, its officers, employees, and agents from any and all loss, claims, demands, suits, damage, or liability of any kind whatsoever, whether or not reduced to judgment or arbitration award, in connection with, or arising out of, this Contract, or resulting from Contractor's (or its subcontractor's or supplier's) performance of, or failure to perform, its express and implied obligations under the Contract. Contractor shall pay any judgment that may be obtained against the City, its officers, employees, agents, or third persons in such suit. The Contractor's obligations under this section shall not apply to loss, claims, demands, suits, damage, or liability caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular loss, claim, demand, suit, damage, or liability, and (2) such loss, claim, demand, suit, damage, or liability is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City or its agents or employees, then the Contractor's obligations under this section shall apply only to the extent of Contractor's negligence. The City shall give Contractor reasonable notice of such claim. The City retains the right to approve claims investigation and counsel assigned to said claim, and all investigation and legal work regarding said claim shall be performed under a fiduciary relationship to the City. This section survives any termination, completion or expiration of this Contract.
- B. Contractor waives any right of contribution against the City. It is agreed and mutually negotiated that in any and all claims against the City, its agents or employees, the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts any of them may be liable, the defense and indemnification obligations hereunder shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under industrial worker's compensation acts, disability benefit acts, or other employees' benefit acts. Solely for the purpose of indemnification and defense as provided in this Contract, the Contractor specifically waives any immunity under the State Industrial Insurance Law, Title 51 RCW. The Contractor expressly acknowledges that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation and was specifically entered into pursuant to the provisions of RCW 4.24.115.

4. Everett Business License (EMC 3.19.025). The Contractor must maintain a City of Everett Business License.

5. General Compliance with Law and Equal Opportunity. The Contractor shall comply with all federal, state, and local laws and regulations applicable to the work to be done under this Contract. Without limiting the foregoing, Contractor shall not discriminate against

any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, national origin, or other circumstance prohibited by applicable federal, state, or local law or ordinance. The Contractor shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

6. Insurance Requirements.

- A. The Contractor shall comply with the following conditions and procure and keep in force during the term of this Contract, at the Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 - 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence.
 - 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.
 - 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Contract.
- C. Prior to the Contractor performing any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. The Contractor shall provide the City with endorsement(s) for the CGL and auto policies naming the City of Everett, its officers, employees, and agents as Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill these requirements.
- D. The Contractor shall require subcontractors to provide coverage that complies with the requirements stated herein.

7. Independent Contractor. Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City.

8. Contract Termination.

- A. Termination for Default. The City may terminate the Contract upon written notice to Contractor and its surety whenever the Contractor is deemed to be in default or fails to fulfill, in a timely and proper manner, one or more Contract obligations or is in violation of any provisions or covenants of the Contract. Termination shall be effective upon receipt of such notice by the Contractor.
- B. Termination for Convenience. Without prejudice to any other remedy it may have under law or and/or the provisions of the Contract, the City may terminate this Contract for convenience, with or without cause, in whole or in part, at any time by giving written notice to the Contractor. Termination will be effective upon receipt of such notice by the Contractor. The Contractor shall immediately discontinue Work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs. After termination for convenience, payment to the Contractor shall only be for Work completed through the termination date. To the extent not paid for by the Contract Price for completed Work, the City will pay as part of an adjustment of Contract Price those direct costs necessarily and actually incurred by the Contractor in reasonable anticipation of performing the Work that has been deleted or terminated. No claim for damages of any kind for loss of anticipated profits or consequential damages will be allowed because of termination for convenience. In no event will the total payment to the Contractor exceed the total Contract Price as modified by approved change orders less those amounts paid to the Contractor before the effective date of the termination

9. Other Provisions.

- A. Any waiver by the City or the breach of any provision of this Contract by the Contractor will not operate or be construed as a waiver of any subsequent breach by the Contractor or prevent the City from enforcing any such provisions thereafter.
- B. This Contract may not be assigned by the Contractor without the written consent of the City, which consent may be withheld in the City's sole discretion.
- C. The Contract Documents contain the complete and integrated understanding and contract between the parties and supersede any understanding, agreement, or negotiation, whether oral or written, not set forth herein.
- D. Unless otherwise directed in writing by the City's Project Manager, notices to the City must be in writing and shall be delivered to the City's Project Manager postage prepaid or delivered by hand. Notices to the Contractor may be delivered to the Contractor by mail or email to the address for Contractor in the Basic Provisions or to any other address reasonably calculated to give the Contractor notice.

- E. This Contract may only be modified by a written change order executed in accordance with the Contract.
 - F. Exclusive venue for any lawsuit arising out of this Contract shall be in the Superior Court of Snohomish County, Washington. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Contract.
12. Effective Date. This Contract is effective as of the date of the last signature. The parties are signing this Contract with AdobeSign, and signatures with AdobeSign are fully binding.

ATTACHMENT TO CONTRACT

(SPECIFICATIONS)

CHAPLAIN GAP SNAG TREE CREATION

1.0 GENERAL REQUIREMENTS

1.1 SCOPE OF WORK

The CONTRACTOR shall, in accordance with the requirements of this Specification, create Snags (standing dead trees) and Decaying Live Trees (DLT; live-topped trees) from live trees in designated units in the vicinity of Lake Chaplain, near Sultan, Washington, as indicated in the attached Table and Figures. The CONTRACTOR shall furnish all labor, equipment, supplies, and transportation necessary to create a total of 288 snag trees scattered throughout nine (9) units in accordance with the requirements of this Specification and as directed by the CITY's authorized representative. **Two (2) Tree Climbers will be required at all times during the performance of the work, for safety reasons.**

1.2 LOCATION OF WORK

The nine work units are located in the vicinity of Lake Chaplain, seven miles north of Sultan, Washington, near the water filtration plant of the City of Everett, Washington (the CITY). The general vicinity of the work area is shown in Figure 2. Figures 3 - 11 show the specific locations of the snags within each unit. The CONTRACTOR will be required to sign in and out at the filtration building each day, and to abide by all rules and requirements pertaining to accessing restricted areas.

1.3 ACCESS TO WORK ASSIGNMENTS

The CITY's Project Manager will provide GPS coordinates and a map showing the work area and will occasionally be on site while the CONTRACTOR is working. Access to all units is via City of Everett watershed roads and access will be secured by the CITY for the CONTRACTOR. Units 1, 7, 8, and 9 are located in the CITY's restricted watershed, which is closed to public access. The CONTRACTOR shall each day check in at the City Filtration Plant prior to entering the units. Upon completion of the day's work, the CONTRACTOR shall check out at the Filtration Plant. Units are accessed via the roads indicated on Figure 2, which may not be open year-round to vehicular access due to weather-related events. Access within the forest is on foot only.

1.4 PROJECT MANAGER

The CITY's Project Manager for this Contract is:

Doug Cochran
City Consulting Forester
Roots Forestry Consulting, LLC
16102 4th Ave NW
Arlington, Washington 98223
360-631-7606 ext. 4
doug@rootsforestry.com

1.5 SAFETY

The CONTRACTOR is responsible for complying with all applicable local, state, and federal safety laws and regulations, including WAC Chapter 296-54 (Safety Standards for Logging Operations), during the performance of work under this Contract. The CONTRACTOR may determine not to create any designated snags for reasons of safety. In such cases, the CITY's Project Manager will then select a replacement tree with similar characteristics to substitute.

In the event that the Washington State Department of Natural Resources (DNR) determines that fire danger poses significant risk, work will be halted until the situation changes and the work restrictions are lifted. The CONTRACTOR is responsible for monitoring Industrial Fire Precaution levels posted by the DNR. (<http://www.dnr.wa.gov/ifpl> Zones 656 & 658). No claim may be made against the CITY for any such work stoppage.

1.6 WATER QUALITY PROTECTION REQUIREMENTS

The CONTRACTOR shall comply with the attached City of Everett Water Quality Protection Specifications while performing all work (Figure 12).

2.0 WORK SCHEDULE

2.1 COMMENCEMENT OF WORK

The CONTRACTOR shall not commence work under this Contract until the CITY issues a written Notice to Proceed. The CONTRACTOR shall notify the CITY's Project Manager at least seven (7) days in advance of commencing work. The foregoing schedule may be revised by mutual agreement between the CITY's authorized representative and the CONTRACTOR, pursuant to a written change order.

2.2 ACCEPTANCE OF WORK

At the end of each work week at a minimum, the CITY's authorized representative and the CONTRACTOR will review the list of trees that were cut to ensure that any discrepancies can be remedied.

3.0 CONTRACT TERMS

3.1 COMPENSATION

The CONTRACTOR may submit its invoice to the CITY upon completion of the work required within each unit or after completing the entire work, for processing payment. Contractor shall be paid no more often than once every thirty days. Total payment by the City will not exceed the Contract Price in the Basic Provisions unless the Contract Price is changed by change order. Data collected by the CONTRACTOR, as detailed in Section 4, will be recorded on an Excel spreadsheet and sent electronically to the CITY's Project Manager along with a draft invoice for review prior to official submission. All appropriate columns must be filled in completely and submitted with the invoice for the given work assignment or period, but no less than monthly, and will be reviewed for completeness and accuracy prior to payments being authorized.

Upon completion of work in each unit, the CITY will accept the unit as complete, or require the Contractor to specifically address any variances from the requirements of this Contract. Compensation for snags created will be calculated based on the accepted lump sum bid price, where each snag created is assigned an equal value (i.e., payment for each snag created = (accepted lump sum bid / 288 total snags). The CITY's Project Manager or other authorized representative shall accompany the CONTRACTOR while any variances are corrected. After the CITY has accepted each portion or the entire project as complete, payment will be made to the CONTRACTOR in accordance with the terms and conditions of the Contract.

3.2 BIDDING AND QUANTITY OF WORK

- A. The CONTRACTOR's lump sum bid price for completing the Project is the Contract Price in the Basic Provisions. The Contract Price shall contain all of the CONTRACTOR's fees, costs, and expenses for, or in connection with the work required herein, including but not limited to labor, equipment, supplies, transportation, maintenance, fuel, upkeep, and repair of the equipment, overhead and profit.
- B. Two (2) tree Climbers will be required at all times during the performance of the work, for safety reasons. Contractor's bid shall take this fully into account.
- C. It is expected than an average of 60 snag trees will be created per week.

4.0 INSTRUCTIONS FOR SNAG CREATION

4.1 SNAG TREE CREATION

Trees to be made into snags are live, sound conifer trees, including Douglas-fir, western hemlock, and western redcedar. Designated trees shall be marked by the CITY prior to Contract initiation. All trees are a minimum of 20-inch in diameter at breast height (DBH), and typically range from 20-30" DBH. Table 1 lists the species and diameter for each tree designated for snag creation as well as the number of trees to be made into snags in each unit. At least 50% of the total number of trees in each unit (minimum of 144 total trees in the project) must be killed and topped at a minimum height of 16 feet to create snags. The remaining trees (up to 144 total but no more than half in any unit) may be live-topped 10 feet above 4 – 5 whorls of live limbs (usually 60' tall) to create decaying live trees (DLTs). Any snag tree in Units 3-8 that has the potential to hit the powerlines or Lake Chaplain Road pavement must be topped as opposed to live-topped. Any proposed changes to number of snags and DLTs created must be approved in writing by the CITY's Project Manager. Tops and limbs of all snags and DLTs shall be left on-site to serve as downed wood.

In the event that the climber determines a specific tree to be unsafe to climb, an alternate tree will be selected and substituted upon approval by the CITY's Project Manager. Snag trees may be swapped for trees of similar size and species upon approval by the City's Project Manager.

4.2 SNAG CREATION METHOD

The CONTRACTOR shall make designated trees into snags in accordance with the following requirements. Table 1 shows the number of snag trees to be created in each of the units.

- A. TREE TOPPING (Snag Creation – at least 50% of the total trees in each unit)
 - 1. Tree trunks shall be severed completely at a minimum height of 20'.
 - 2. All live branches shall have foliage removed and cut to approximately two feet long.
 - 3. As many dead branches should be left on the snag tree as is possible.
 - 4. Several vertical saw cuts two (2) to three (3) inches deep shall be made completely across the cut top of the tree to create a jagged top.
 - 5. If necessary, limbs shall be cut from the underside of the felled tree top such that the felled tree top lies in contact with the ground.

6. All cut foliage, limbs, tree tops, and branches may not be dropped into any waters or wetlands, or in positions where they could enter any such area.
- B. LIVE TREE TOPPING (Decaying Live Tree Creation – up to 50% of trees in each unit)
1. Tree trunks shall be severed completely 10 feet above 4 – 5 whorls of live limbs (typically around 60' in height but at a minimum of 20').
 2. Live branches below the severed top can remain in place.
 3. As many dead branches should be left on the snag tree as is possible.
 4. Several vertical saw cuts two (2) to three (3) inches deep shall be made completely across the cut top of the tree to create a jagged top.
 5. If necessary, limbs shall be cut from the underside of the felled tree top such that the felled tree top lies in contact with the ground.
 6. All cut foliage, limbs, tree tops, and branches may not be dropped into any waters or wetlands, or in positions where they could enter any such area.

4.3 FIELD MARKING AND TALLYING

A numbered metal tag will be nailed to each snag or DLT, with number corresponding to the identification number listed for each tree in Table 1. The following information will be recorded on the field data form (Figure 1) for each:

- A. Tag/tree number
- B. Tree species
- C. DBH
- D. Approximate height of snag (rounded to the nearest 5')
- E. Whether a snag or DLT was created at that location

4.4 TALLY SHEET AND RECORDING

A completed tally sheet as shown in Figure 1 shall be submitted to the CITY Project Manager for each unit after it is completed.

ATTACHMENT TO CONTRACT
(MAPS AND FIGURES)

Figure 1- Sample Tally Sheet

Unit	7						
Total Req'd	96						
Tree #	DLT	Snag	Species	DBH	Height	Date Created	comments
304		snag	WH	30	65	5/2/2024	
305		snag	WH	26	40	5/2/2024	
306		snag	WH	20	35	5/2/2024	
307	DLT		DF	21	50	5/2/2024	
308		snag	WH	23	60	5/2/2024	
309		snag	WH	25	65	5/2/2024	
310		snag	WH	21	55	5/2/2024	
311	DLT		WH	21	30	5/2/2024	
312		snag	WH	25	75	5/2/2024	
313	DLT		WH	22	60	5/2/2024	
314	DLT		WH	23	45	5/2/2024	
315		snag	WH	23	65	5/2/2024	
316		snag	DF	22	65	5/2/2024	alternate tree substituted for safety
317		snag	WH	24	35	5/2/2024	
318		snag	DF	24	60	5/2/2024	

Table 1 - Number of Snags to be Created at Each Unit

Unit	Snags Needed
1	32
2	36
3	34
4	4
5	10
6	14
7	96
8	4
9	58
TOTAL	288

Trees Marked in Unit 1

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	172	DF	28	
2	173	WH	20	
3	174	WH	20	
4	175	WH	24	
5	176	WH	23	
6	177	WH	21	
7	178	WH	22	
8	179	WH	24	
9	180	DF	34	
10	181	WH	20	
11	182	WH	23	
12	183	WH	28	Fork
13	184	WH	23	
14	185	WH	21	Fork
15	186	WH	23	
16	187	WH	28	
17	188	WH	33	
18	189	WH	23	
19	190	WH	20	
20	191	WH	27	
21	192	WH	24	
22	193	WH	28	
23	194	WH	21	
24	195	WH	22	
25	196	WH	20	
26	197	WH	28	
27	198	WH	24	
28	199	WH	20	
29	200	WH	25	
30	201	WH	24	
31	202	DF	27	
32	203	WH	21	
		Total	32	

Trees Marked in Unit 2

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	204	WH	21	
2	205	WH	20	
3	206	WH	20	
4	207	DF	22	
5	208	DF	34	
6	209	DF	24	
7	210	WH	20	
8	211	RC	29	
9	212	WH	20	
10	213	WH	21	
11	214	WH	20	
12	215	WH	21	
13	216	WH	20	
14	217	WH	21	
15	218	WH	23	
16	219	WH	22	
17	220	WH	24	
18	221	WH	20	
19	222	WH	23	
20	223	WH	28	
21	224	WH	22	
22	225	WH	24	
23	226	WH	22	
24	227	WH	24	
25	228	WH	21	
26	229	WH	20	
27	230	WH	29	
28	231	RC	22	
29	232	WH	29	
30	233	WH	29	
31	234	WH	23	
32	235	WH	27	
33	236	WH	20	
34	237	WH	23	
35	238	WH	20	
36	239	WH	20	
		Total	36	

Trees Marked in Unit 3

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	240	RC	24	
2	241	WH	20	Dying
3	242	WH	20	
4	243	DF	20	
5	244	WH	22	
6	245	DF	20	
7	246	WH	20	
8	247	WH	21	
9	248	WH	20	
10	249	DF	23	
11	250	WH	25	
12	251	WH	20	
13	252	WH	23	
14	253	WH	23	
15	254	DF	23	
16	255	DF	20	
17	256	WH	20	Dying
18	257	DF	25	
19	258	WH	20	
20	259	DF	25	
21	260	WH	20	
22	261	RC	27	
23	262	RC	33	
24	263	DF	29	
25	264	RC	23	
26	265	WH	22	
27	266	RC	20	
28	267	DF	21	
29	268	RC	20	
30	269	RC	20	
31	270	WH	24	
32	271	WH	20	
33	272	RC	26	
34	273	WH	20	
Total			34	

Trees Marked in Unit 4

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	274	RC	44	
2	275	DF	26	
3	276	WH	24	
4	277	WH	25	
5	278	WH	25	
6	279	WH	28	
Total			6	

Trees Marked in Unit 5

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	280	WH	20	
2	281	WH	23	
3	282	WH	30	
4	283	DF	24	
5	284	RC	25	
6	285	WH	23	
7	286	DF	26	
8	287	WH	24	
9	288	RC	23	
10	289	WH	27	
Total			10	

Trees Marked in Unit 6

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	290	WH	23	
2	291	WH	32	
3	292	RC	26	
4	293	WH	25	
5	294	WH	22	
6	295	WH	24	
7	296	WH	27	
8	297	WH	20	
9	298	WH	21	
10	299	WH	20	
11	300	WH	24	
12	301	WH	24	
13	302	WH	22	
14	303	WH	24	
Total			14	

Trees Marked in Unit 7

<u>#</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	304	WH	30	
2	305	WH	26	
3	306	WH	20	
4	307	DF	21	
5	308	WH	23	
6	309	WH	25	
7	310	WH	21	
8	311	WH	21	
9	312	WH	25	
10	313	WH	22	
11	314	WH	23	
12	315	WH	23	
13	316	DF	22	
14	317	WH	24	
15	318	DF	24	
16	319	WH	20	
17	320	WH	20	
18	321	WH	25	
19	322	DF	21	
20	323	WH	26	
21	324	WH	25	
22	325	WH	21	
23	326	WH	20	
24	327	DF	22	
25	328	DF	26	
26	329	DF	20	
27	330	WH	20	
28	331	WH	22	
29	332	WH	22	
30	333	WH	25	
31	334	DF	21	
32	335	WH	26	
33	336	WH	25	
34	337	WH	24	
35	338	WH	25	
36	339	WH	28	
37	340	WH	21	
38	341	WH	22	

39	342	WH	21	
40	343	WH	21	
41	344	WH	21	
42	345	WH	23	
43	346	WH	21	
44	347	WH	22	
45	348	WH	20	
46	349	RC	20	
47	350	RC	36	
48	351	DF	28	
49	352	RC	23	
50	353	WH	20	
51	354	WH	23	
52	355	WH	23	
53	356	WH	21	
54	357	WH	21	
55	358	WH	20	
56	359	WH	26	
57	360	DF	24	
58	361	WH	21	
59	362	WH	20	
60	363	RC	23	
61	364	WH	21	
62	365	WH	22	
63	366	DF	23	
64	367	DF	30	
65	368	WH	22	
66	369	WH	20	
67	370	WH	24	
68	371	DF	20	
69	372	WH	20	
70	373	WH	20	
71	374	DF	25	
72	375	DF	24	
73	376	RC	32	
74	377	WH	20	
75	378	DF	21	
76	379	RC	33	
77	380	WH	22	
78	381	WH	20	
79	382	WH	21	
80	383	WH	24	

81	384	WH	22	
82	385	WH	20	
83	386	WH	22	
84	387	WH	23	
85	388	WH	21	
86	389	WH	22	
87	390	WH	25	
88	391	DF	25	
89	392	DF	24	
90	393	WH	22	
91	394	RC	24	
92	395	WH	20	
93	396	WH	20	
94	397	DF	21	
95	398	WH	20	
96	399	WH	20	
Total			96	

Trees Marked in Unit 8

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	400	WH	20	
2	401	RC	20	
3	402	WH	24	
4	403	RC	28	
Total			4	

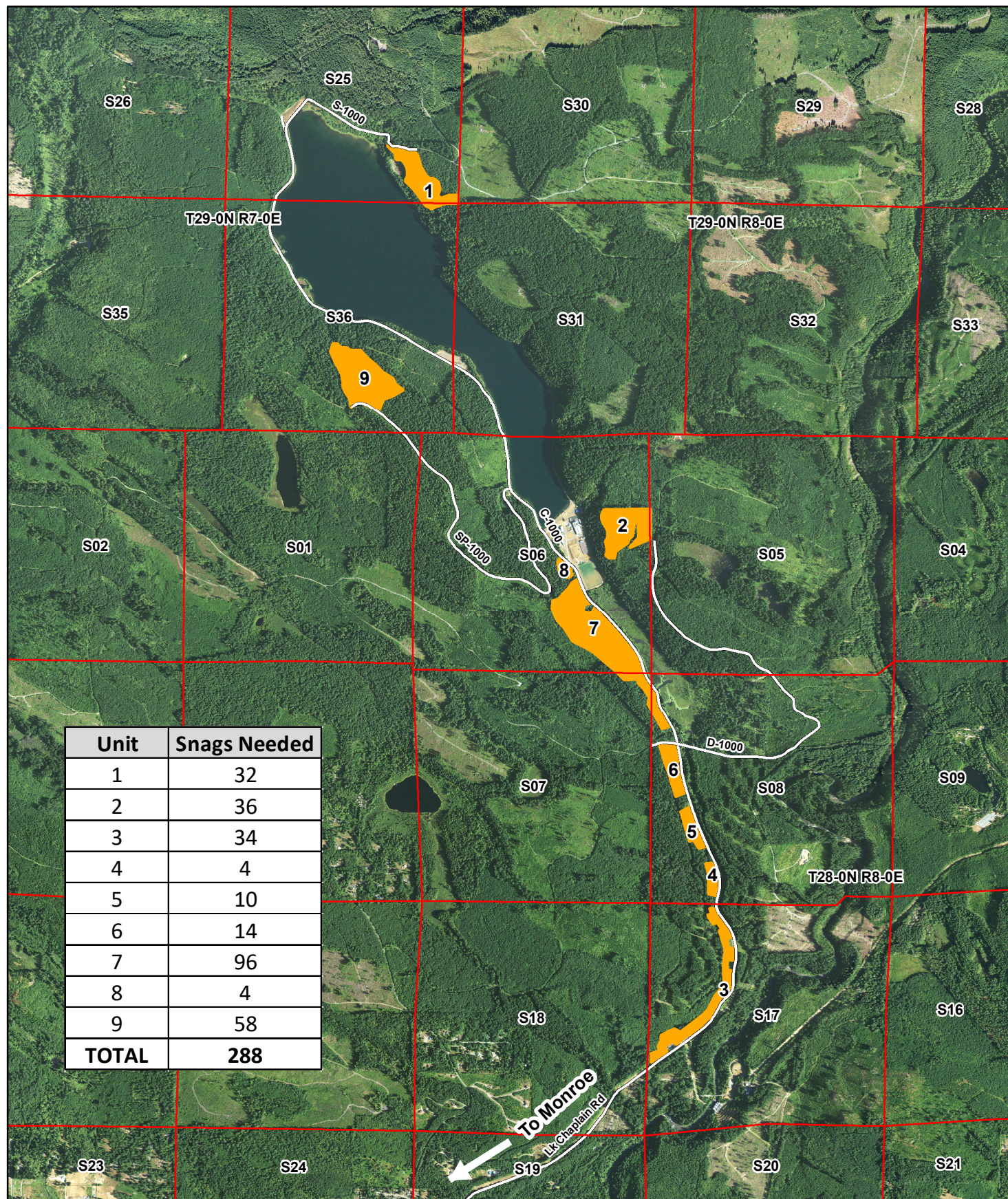
Trees Marked in Unit 9

<u>Tally</u>	<u>ID#</u>	<u>Species</u>	<u>DBH</u>	<u>Notes</u>
1	404	RC	20	
2	405	WH	21	
3	406	WH	20	
4	407	DF	33	
5	408	WH	20	
6	409	WH	20	
7	410	WH	24	
8	411	WH	20	
9	412	WH	20	
10	413	WH	20	

11	414	WH	28	
12	415	WH	20	
13	416	RC	25	
14	417	WH	28	
15	418	WH	29	
16	419	RC	26	
17	420	WH	20	
18	421	WH	26	
19	422	WH	24	
20	423	RC	20	
21	424	WH	22	
22	425	WH	20	
23	426	WH	21	
24	427	WH	23	
25	428	WH	20	
26	429	WH	24	
27	430	WH	23	
28	431	WH	20	
29	432	WH	22	
30	433	WH	22	
31	434	WH	23	
32	435	WH	24	
33	436	WH	27	
34	437	WH	28	
35	438	WH	21	
36	439	WH	20	
37	440	WH	25	
38	441	WH	22	
39	442	WH	23	
40	443	WH	28	
41	444	WH	26	
42	445	WH	27	
43	446	WH	26	
44	447	WH	22	
45	448	RC	20	
46	449	WH	21	
47	450	WH	25	
48	451	WH	21	
49	452	DF	26	
50	453	RC	20	
51	454	WH	20	
52	455	RC	20	

53	456	RC	21	
54	457	WH	23	
55	458	WH	20	
56	459	WH	24	
57	460	WH	23	
58	461	RC	21	
		Total	58	

Figure 2 - Chaplain Gap Snag Creation- Vicinity Map



0 1,500 3,000 6,000
Feet

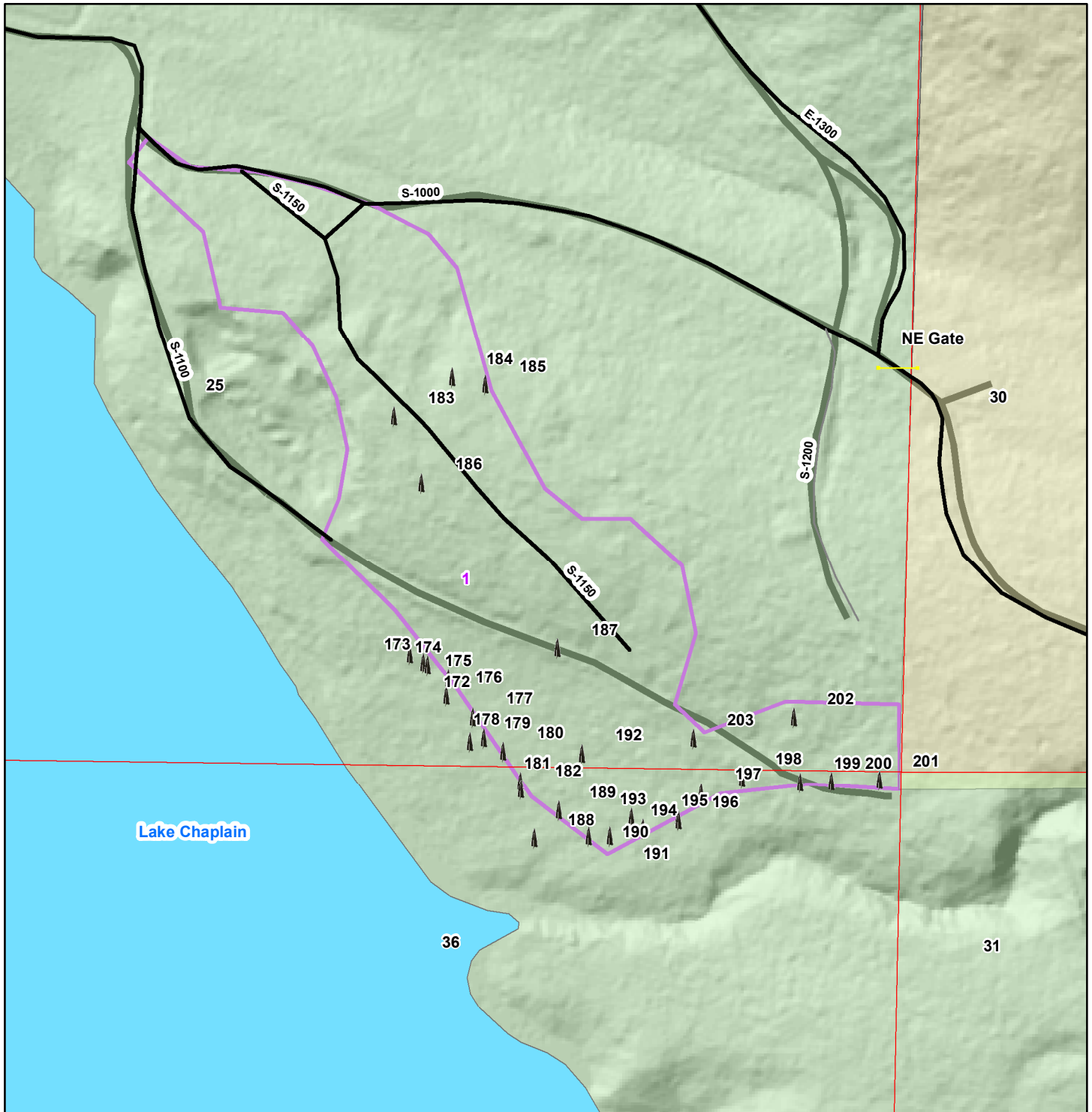
Roots Forestry Consulting 2024



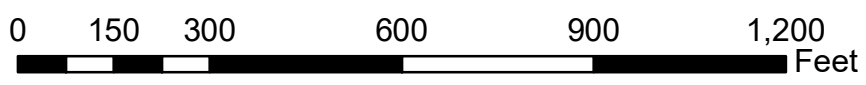
1 in = 3,000 ft

Figure 3- Chaplain Gap Snag Creation Unit 1

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Not for Public Viewing



- Legend**
- Chaplain_Gap_Snags
 - Gate
 - Chaplain Sections
 - PUD
 - DNR
 - City of Everett
 - ChaplainGapUnits_FINAL

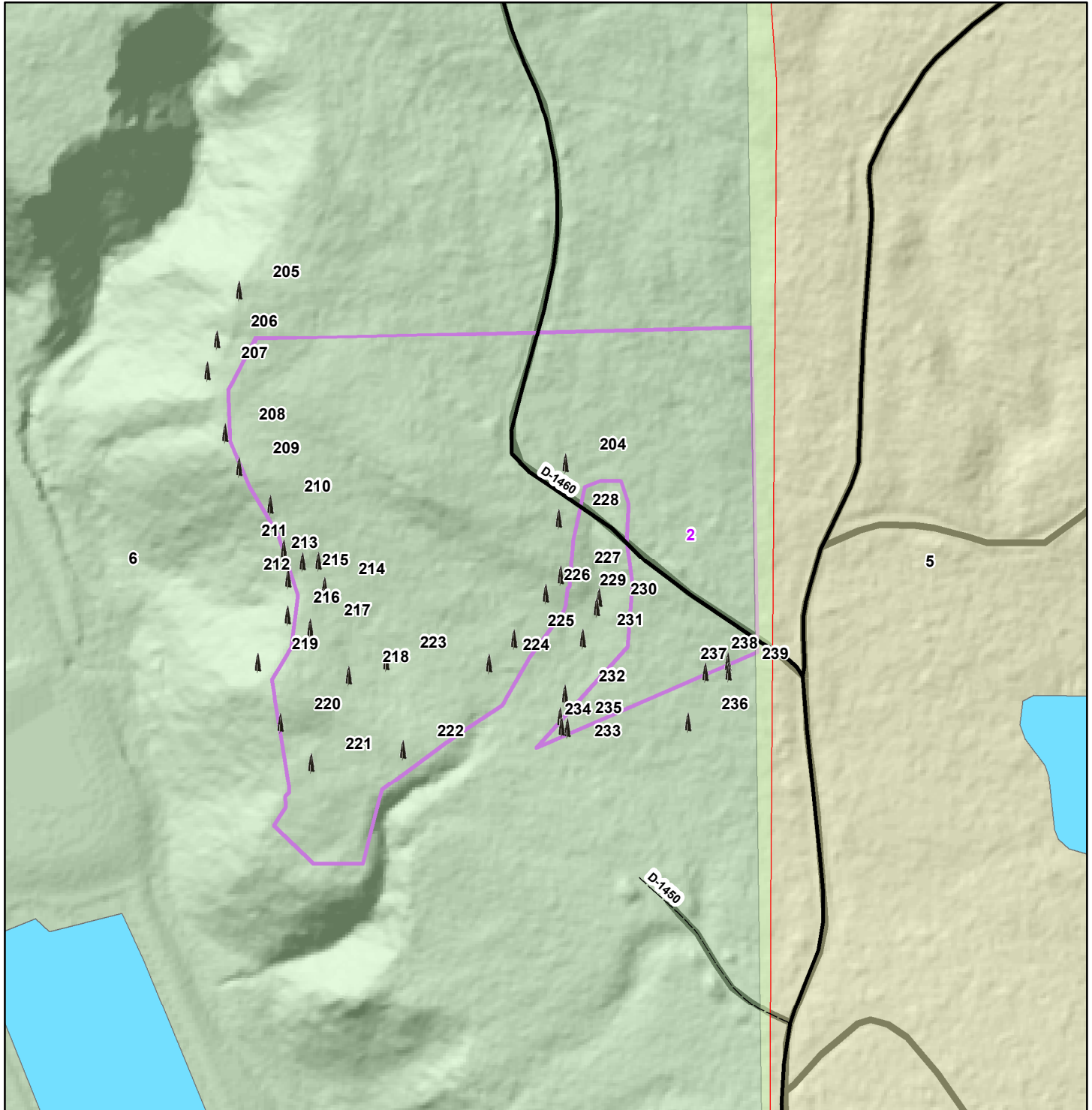


1 inch = 300 feet

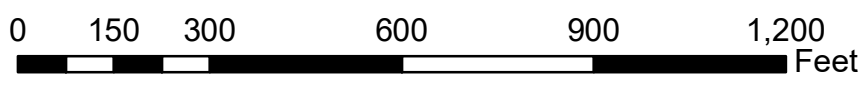


Figure 4- Chaplain Gap Snag Creation Unit 2

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Not for Public Viewing



- Legend**
- Chaplain_Gap_Snags
 - Gate
 - Chaplain Sections
 - PUD
 - DNR
 - City of Everett
 - ChaplainGapUnits_FINAL

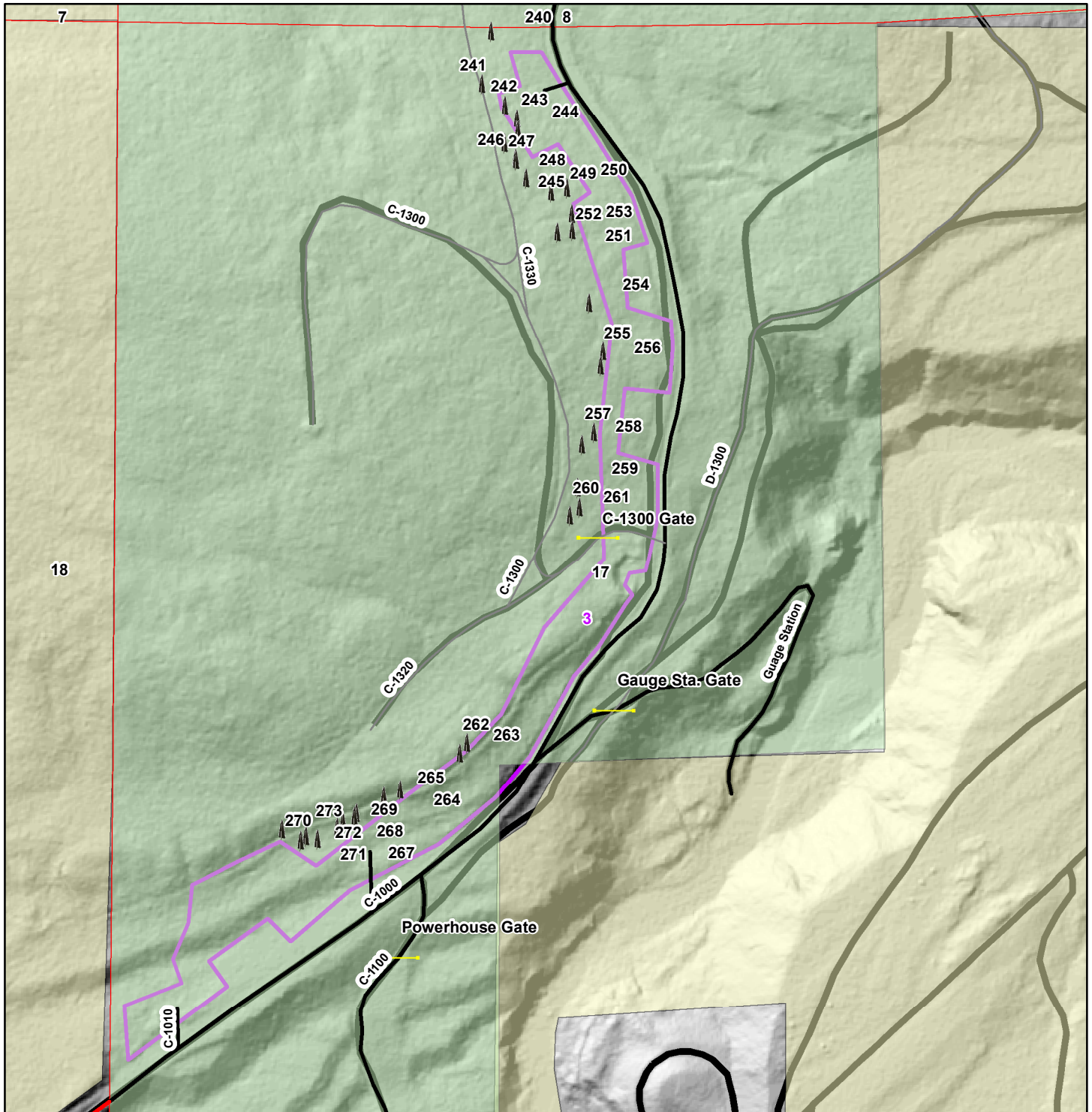


1 inch = 300 feet










Figure 5- Chaplain Gap Snag Creation Unit 3

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Not for Public Viewing



Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

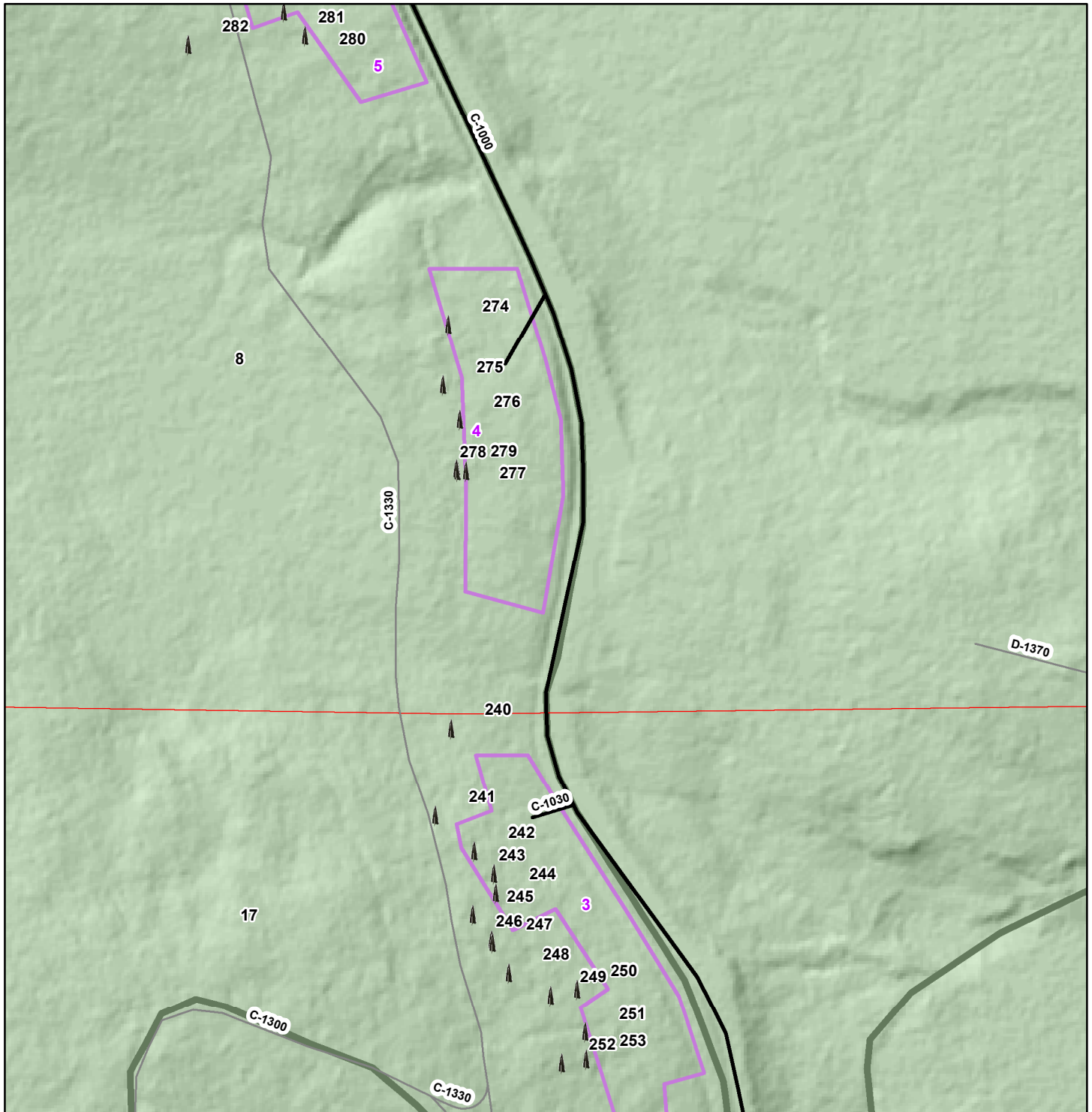
0 250 500 1,000 1,500 2,000 Feet

1 inch = 500 feet










Figure 6- Chaplain Gap Snag Creation Unit 4

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Not for Public Viewing



Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 150 300 600 900 1,200 Feet

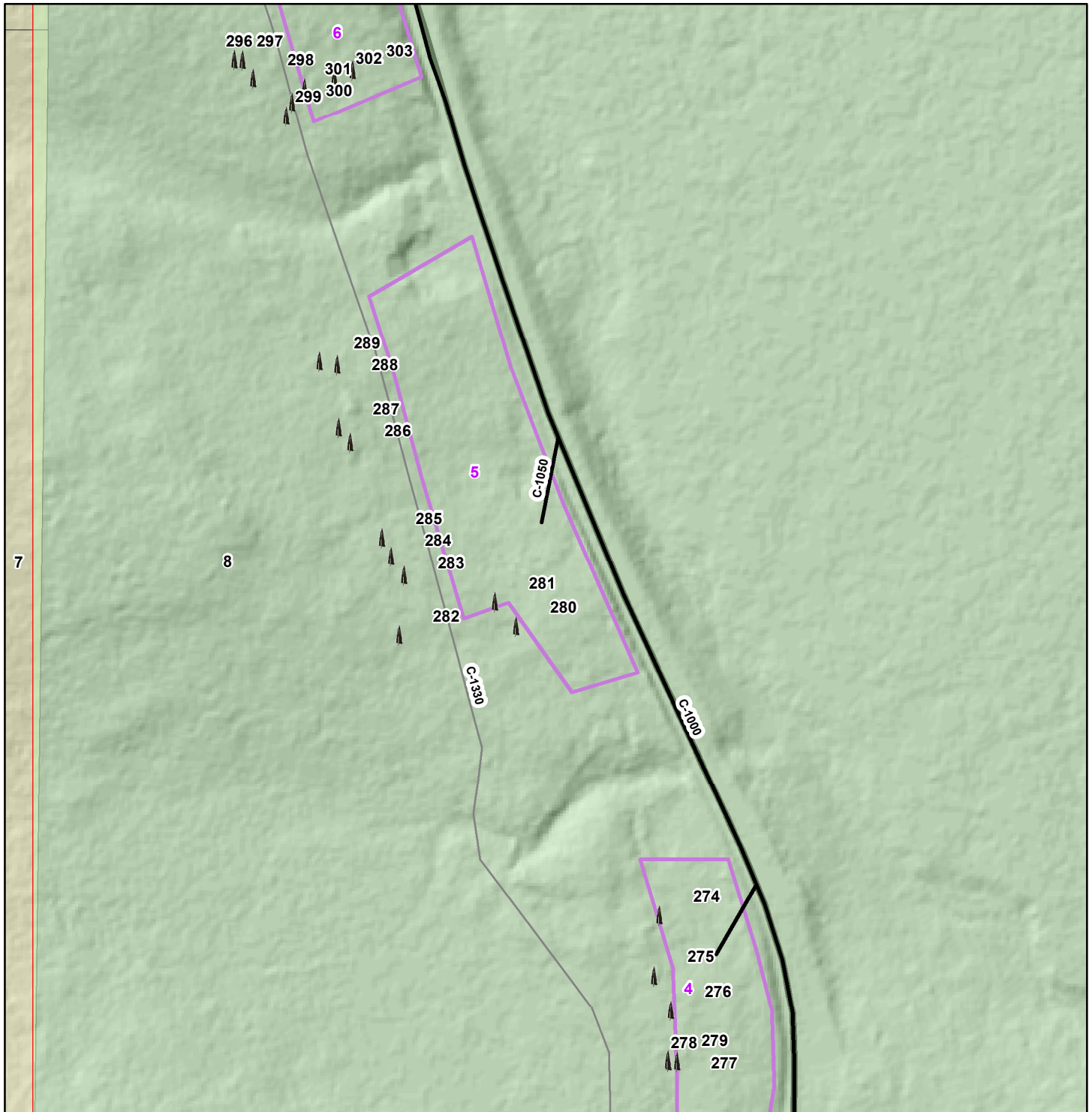
1 inch = 300 feet










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Figure 7- Chaplain Gap Snag Creation Unit 5

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Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 150 300 600 900 1,200
Feet

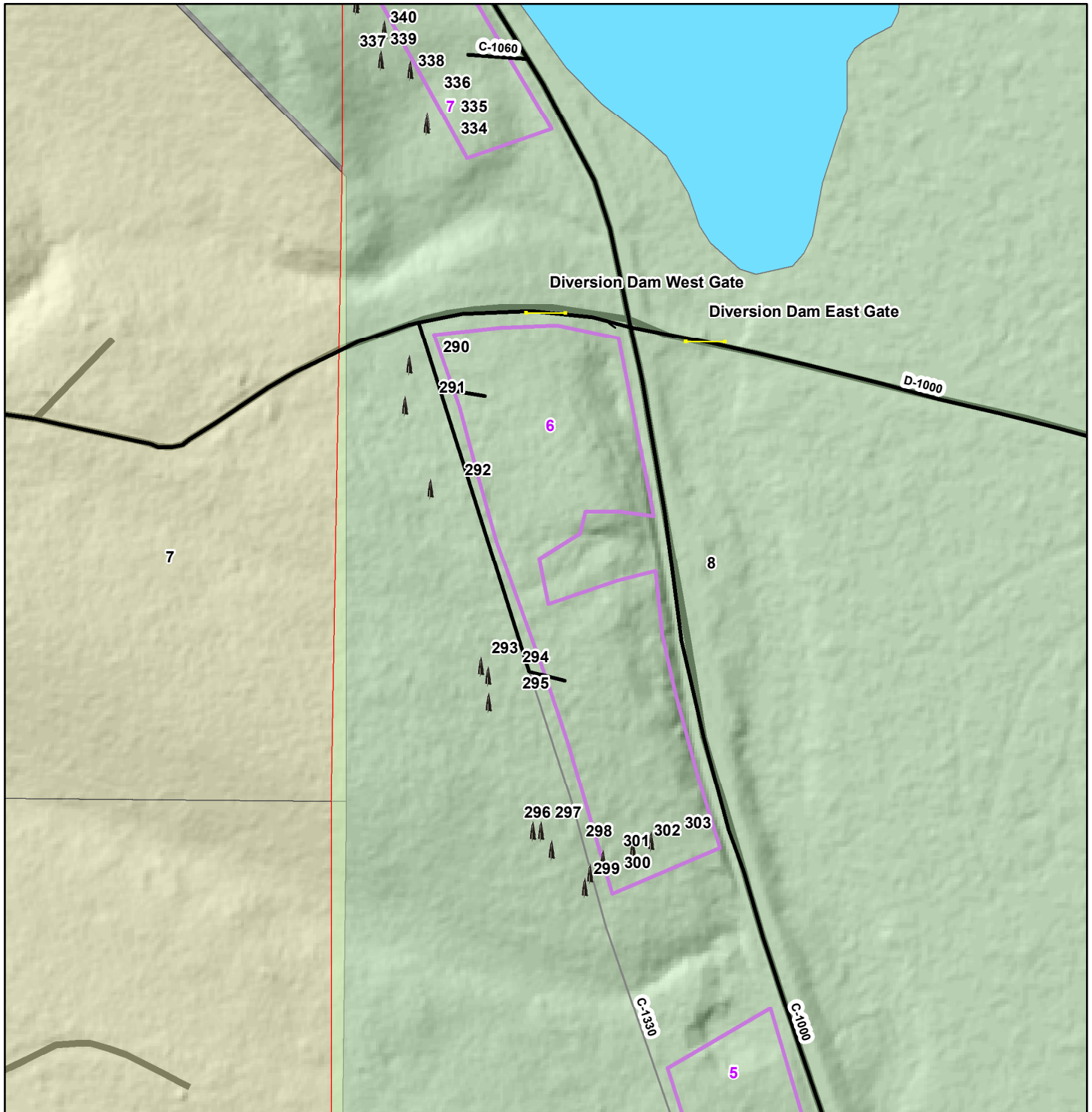
1 inch = 300 feet










2023 Roots Forestry Consulting, LLC

Figure 8- Chaplain Gap Snag Creation Unit 6

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Not for Public Viewing



Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 150 300 600 900 1,200 Feet

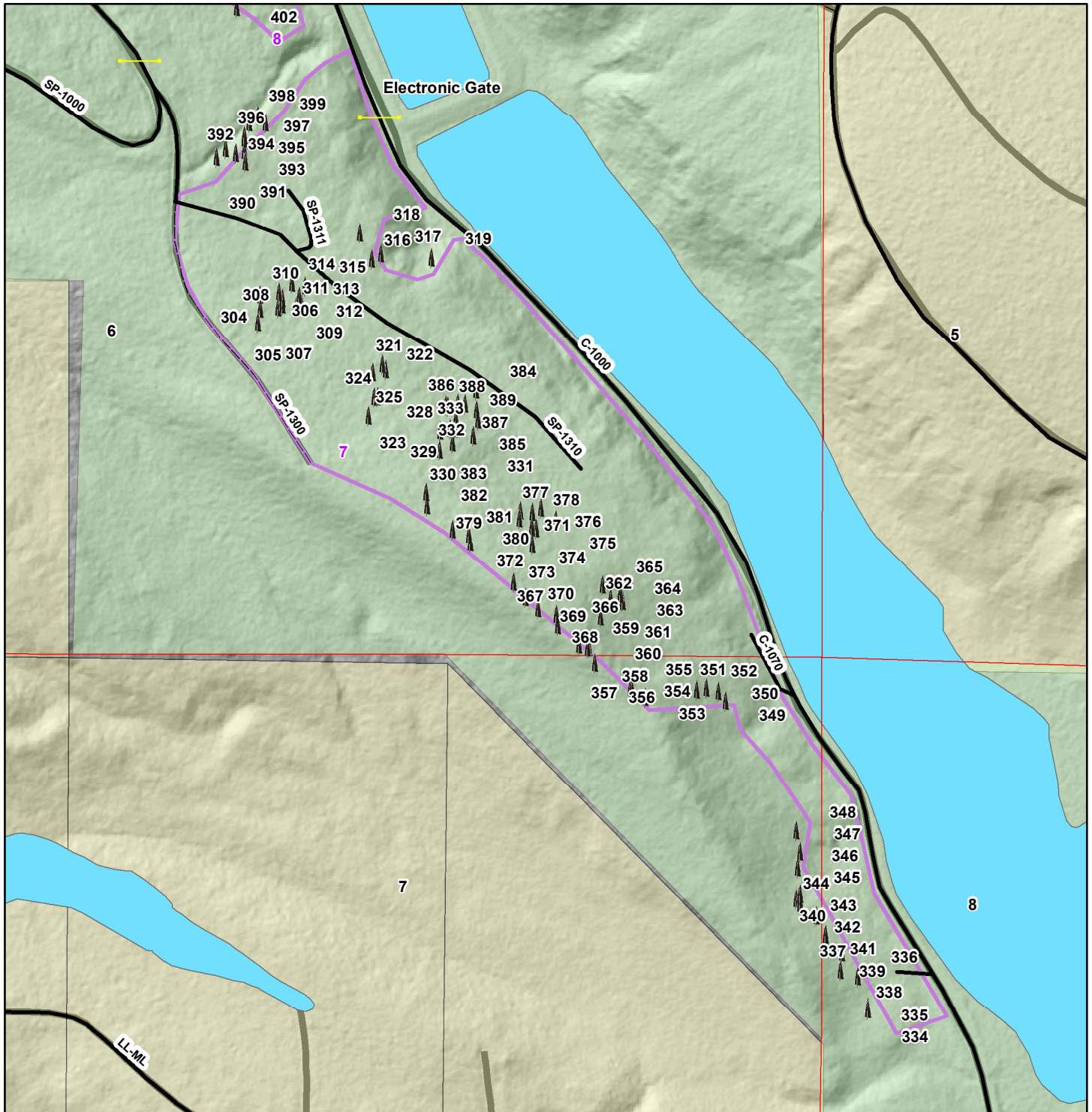
1 inch = 300 feet



2023 Roots Forestry Consulting, LLC

Figure 9- Chaplain Gap Snag Creation Unit 7

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Legend

- Chaplain_Gap_Snags
- Gate
- Chaplain Sections
- PUD
- DNR
- City of Everett
- ChaplainGapUnits_FINAL

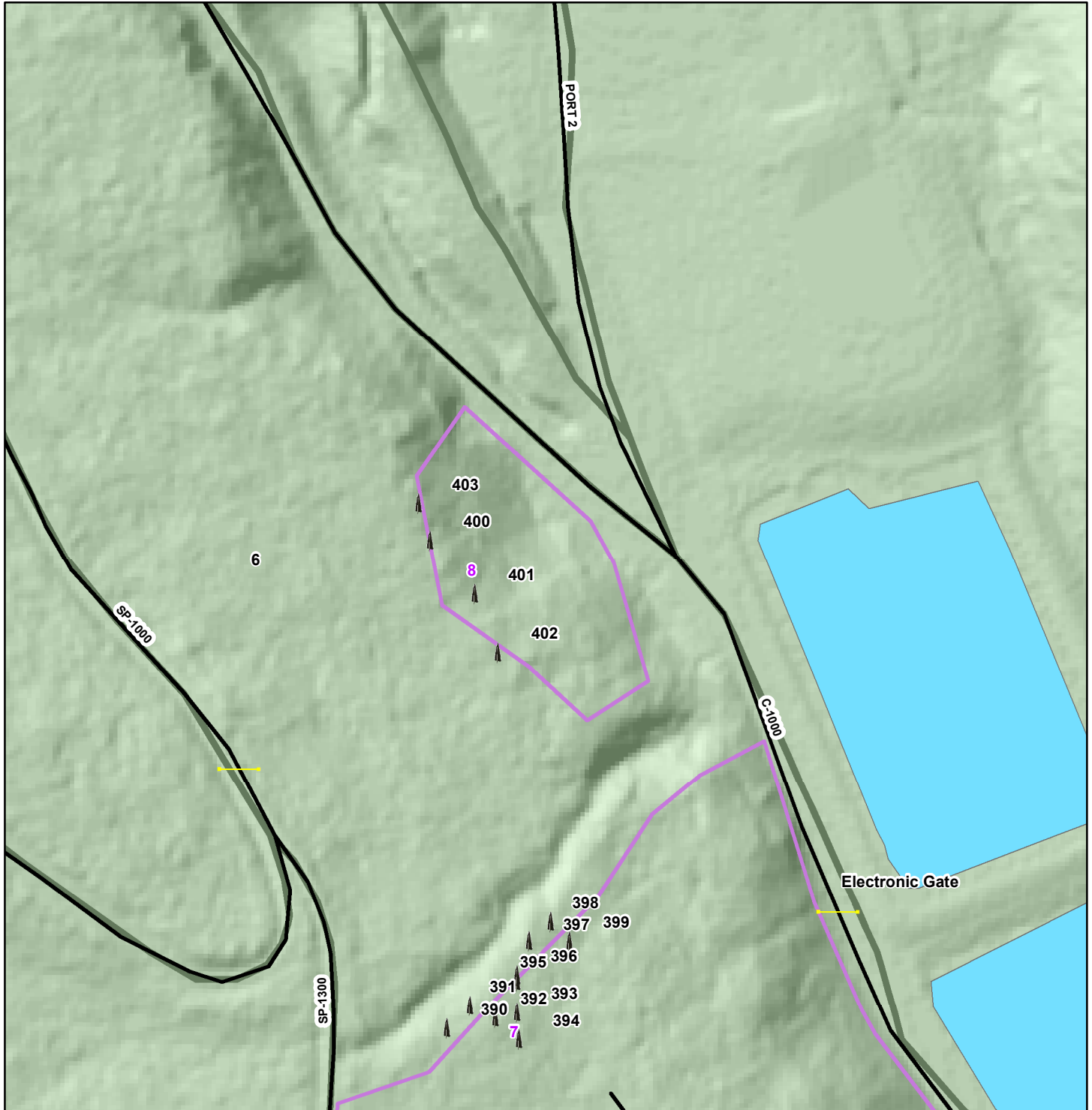
0 250 500 1,000 1,500 2,000 Feet

1 inch = 500 feet










Figure 10- Chaplain Gap Snag Creation Unit 8

For Internal Use Only,
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Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 100 200 400 600 800 Feet

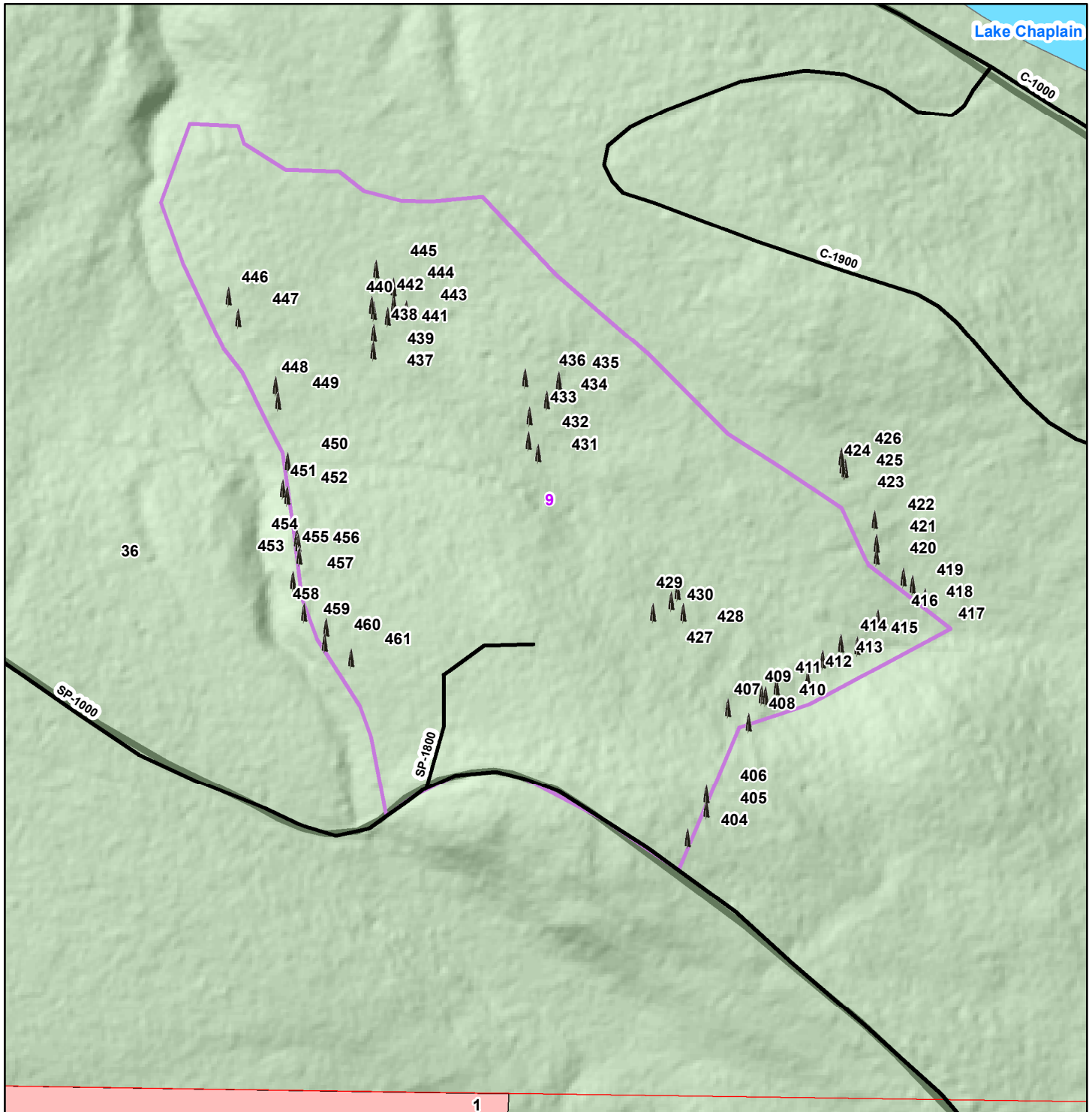
1 inch = 200 feet










2023 Roots Forestry Consulting, LLC

Figure 11- Chaplain Gap Snag Creation Unit 9

For Internal Use Only,
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Legend

-  Chaplain_Gap_Snags
-  Gate
-  Chaplain Sections
-  PUD
-  DNR
-  City of Everett
-  ChaplainGapUnits_FINAL

0 150 300 600 900 1,200 Feet

1 inch = 300 feet



2023 Roots Forestry Consulting, LLC

**Figure 12 –
CITY OF EVERETT
WATER QUALITY PROTECTION SPECIFICATIONS**

I. DESCRIPTION

Water from Lake Chaplain Reservoir is used to provide drinking water for the majority of Snohomish County residents. The Contractor shall use EXTREME care to protect water quality in the watershed.

REGULATIONS

A. Lake Chaplain and its tributaries are classified as “AA”, a designation reserved for very high quality waterways. No discharge of any waste or wastewater will be permitted to the reservoir or its tributary streams.

B. The Contractor shall comply with regulations from the Department of Health, Rules and Regulations of the State Board of Health Regarding Public Water Systems (WAC 246-290) and Department of Ecology Water Quality Standards for Waters of the State of Washington (WAC 173-201).

II. CONTRACTOR REQUIREMENTS

A. Compliance. The Contractor shall comply with the restrictions, requirements and methods listed below and it shall be the Contractor’s responsibility to ensure that workers are fully aware of the importance of maintaining high water quality in the watershed. All workers shall be familiar with these water quality protection specifications and understand that violation may be grounds for dismissal and/or Contract termination.

1. Site Requirements. The Contractor shall, where applicable, divert clean water around construction sites and yard areas to reduce the amount of water subject to contamination. Temporary ditches, culverts and dikes may be used. Contractor shall disturb areas no larger than necessary for work yards and construction areas.

2. The Contractor shall not discharge waste of any type into the Lake Chaplain Reservoir or its tributaries.

3. Contractor shall regularly instruct workers of the importance of maintaining sanitary conditions in the watershed and complying with specifications as they pertain to water quality protection. The Contractor shall make a copy of these specifications available to all workers in the watershed.

4. Contractor shall not draw, dip or pump water from the Reservoir or its tributaries for drinking, culinary or other construction purposes without the written approval of the City’s Contract

Administrator.

5. Domestic animals are not permitted on the work site or in vehicles.

6. Swimming or other water contact activities are not permitted in the watershed. The Contractor shall discharge any worker violating this rule.

7. To the extent practical refueling and servicing of construction equipment shall be performed outside the watershed. When necessary to bring or dispense fuel, lubricants or other petroleum products into the watershed to service construction equipment, it shall be accomplished with the use of a designated refueling truck which has been suitably equipped for this purpose. The location for refueling and servicing of construction equipment shall be approved by the City's Contract Administrator prior to starting construction work. The cleanliness, condition, suitability and use of the refueling truck shall be subject to review by the City's Project Manager.

8. During transfer of fuels from one container or vehicle to another, a competent operator shall be on-site to oversee the operation. Dispensing devices shall automatically shut off when the container is full. No overflows or spillage will be allowed. Condensation siphoned from fuel tanks shall not be discharged onto the ground or the surface waters. It shall be collected and disposed of off-site by the Contractor. Storage tanks shall be structurally capable of holding the full contents without leakage. Excessive rust, perforations, holes, splits, *et cetera*, on tanks will not be permitted. The fuel trucks shall be labeled or marked as such and shall carry a minimum of one 5-gallon bucket with lid, one shovel and oil absorptive pads for use in the event of a spill. Fueling of equipment shall not take place where spillage could contaminate the water of Lake Chaplain, tributaries and streams except as approved by the City's Project Manager.

9. All stationary equipment shall be stored in a designated storage and maintenance area. This includes generators, compressors and engine-driven pumps in addition to other equipment while not in use such as backhoes, loaders, dozers, trucks and other construction vehicles. Each equipment item to be left overnight shall have an oil absorbent pad placed beneath it and reasonable measures taken to protect against vandalism.

10. Soiled pads shall be replaced as often as necessary to preclude runoff of water containing sheens. Pads need to be picked up immediately when equipment is moved. Also, when the equipment is moved, any contaminated soil beneath it shall be excavated to a minimum depth of 6 inches and disposed of off-site by the Contractor.

11. Petroleum products or waters containing sheens or rainbows shall not be discharged or be permitted to drain into the Reservoir. Spillage shall be mopped up immediately. Absorbent material and spillage shall be disposed of off-site by the Contractor.

12. In the event of repair or routine maintenance such as oil changes or adjustment of hydraulic gear, equipment shall be moved to a designated storage and maintenance location agreed to by City's Contract Administrator.

13. Particular attention shall be given to housekeeping practices in the watershed. The area shall be kept free of trash, oily rags, empty containers etc. All extraneous or partially full containers of petroleum products or other chemicals shall be removed from the watershed at the end of each day.

14. Sanitary facilities provided by the City and rubbish containers provided by the Contractor shall be located at all work sites and all locations where workers gather prior to start of work or shift changes. Sanitary facilities shall be maintained by the City in a clean and sanitary condition and shall be serviced regularly to prevent spillage or undue odors. All personnel shall be required to exclusively use the sanitary facilities. Notice shall be given that offenders will be dismissed and shall not be rehired for work on this Contract. Rubbish containers will have watertight lids, will be lined with plastic and will not be permitted to overflow. Whenever possible, sanitary facilities and rubbish containers shall be located, so that should a spill occur, it will drain away from the Reservoir.

15. Stockpiles of construction materials such as explosives and other potential pollutants shall be stored and protected from the effects of weather and surface runoff.

B. Earthwork.

1. The Contractor shall exercise judgment and skill in carrying out all earthwork-related activities due to the turbidity threat they pose to water quality. All work shall be within accepted standards of good practice for environmentally sensitive locations and as specified.

2. Constructed slopes whether temporary or permanent shall be constructed as shown on the Road Plan and/or as dictated by safe practice.

3. The Contractor shall conduct work activities under the premise that an intense precipitation event can occur at any time and preventive measures should be taken to protect against erosion. Temporary erosion control shall be installed prior to start of earthwork activities.

4. Drainage shall be arranged to avoid concentration of runoff. Preference shall be given to longer, less direct drainage paths to existing waterways utilizing overland flow through undisturbed areas.

C. Emergency Response.

1. Any condition causing or threatening to cause chemicals, petroleum products or large amount of turbid water to enter the Reservoir or natural streams, or an accident such as a vehicle entering the Reservoir will be considered an emergency condition and actions to stop or remove the violating conditions shall be taken immediately. Contractor shall contact City's Project Manager or Water Filtration Plant Personnel immediately. Contractor shall have a list of emergency phone numbers readily available at all times. This list shall be coordinated with the City to ensure the inclusion of City required emergency phone numbers.

2. The Contractor shall provide the City's Project Manager with a list of personnel, their

addresses and telephone numbers who can be contacted if a spill occurs during the Contractor's absence.

3. The Contractor shall immediately notify the City's Project Manager or City of Everett Filtration Plant at 425-257-8200 if an emergency condition occurs and maintain contact until the matter is corrected. Containment and clean-up measures are subject to review and approval by the City's Project Manager.

4. Contractor shall provide and maintain at each active worksite an Emergency Oil spill kit with enough capacity to effectively control a container or equipment leak and to contain & recover a hazardous materials spill equal to the largest single on-site storage container volume. The Spill Kit shall be kept in a clearly labeled, waterproof container and include (but not limited to) the following items in appropriate quantities:

- Shovel
- Screened pitchfork
- Flashlight including batteries
- 5-gallon containers with lids
- Oil absorbent pads/oil absorbent pellets
- 30 gallon Plastic garbage bags











Sam's Tree Care-Chaplain Gap 2024 Snag Creation-Agreement-AT-SD


Final Audit Report

2025-01-23


Created:	2025-01-22
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9J2awqL8eKaIrtkwOtg2K4aLHYgMreWm

"Sam's Tree Care-Chaplain Gap 2024 Snag Creation-Agreement-AT-SD" History


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-  Document emailed to athelen@everettwa.gov for approval
2025-01-22 - 5:27:20 PM GMT
-  Email sent to kmiller@everettwa.gov bounced and could not be delivered
2025-01-22 - 5:27:37 PM GMT
-  Email viewed by athelen@everettwa.gov
2025-01-22 - 8:14:06 PM GMT
-  Signer athelen@everettwa.gov entered name at signing as Anna Thelen
2025-01-22 - 8:15:45 PM GMT
-  Document approved by Anna Thelen (athelen@everettwa.gov)
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-  Document emailed to sam wright (sampsawright@gmail.com) for signature
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