



# Thurston Conservation District Board of Supervisors Work Session Topic List & Board Meeting Agenda

June 25, 2024, 5:00 pm - 7:45 pm

**Zoom Meeting Link:**

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1lrb3hLQT09>

**Passcode: 2918**

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

## Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. Staff Presentation: Meyer Agricultural Improvement DIP Project, *Katrinka Hibler*
3. TCD Construction Change Order Policy, *Sarah Moorehead*
4. WADE Debrief, *Doug Rushton & Sarah Moorehead*
5. WACD Legislative Workshop Debrief, *Sarah Moorehead*
6. Conservation and Education Center (CEC) Development, *All*
7. Riverbend Ranch Project update, *Sarah Moorehead*
8. Important Updates & Announcements
  - a. Board of Supervisors, *All*
  - b. Executive Director, *Sarah Moorehead (Executive Director)*

## Board Meeting

6:30 pm – 7:45 pm

- |  |                  |
|--|------------------|
| <b>1. Welcome, Introductions, Audio Recording Announcement</b>   | <b>6:30 PM</b>   |
|  | <i>5 minutes</i> |
| <b>2. Agenda Review</b>  | <b>6:35 PM</b>   |
|  | <i>5 minutes</i> |
| <b>3. Consent Agenda – Action Item</b>   | <b>6:40 PM</b>   |
| A. May 28, 2024, Board Work Session & Meeting Minutes  | <i>5 minutes</i> |
| B. June 2024 Financial Report  |                  |
| C. RCO Deschutes Watershed Riparian Analysis and Implementation Funding Application Authorization Form |                  |
| D. FY24 Brumfield Construction, Inc Vendor Contract  |                  |
| E. FY24-25 Ross Strategic Vendor Contract  |                  |
| F. 06-2024 Items to Surplus  |                  |

- |   |                                     |
|---|-------------------------------------|
| <b>4. Public Comment</b><br>*Three minutes per person   | <b>6:45 PM</b><br><i>10 minutes</i> |
| <b>5. Partner Reports (if present)</b><br>A. Natural Resources Conservation Service (NRCS), <i>Lynn Khuat</i><br>B. Washington State Conservation Commission (WSCC), <i>Josh Giuntoli</i><br>C. Washington Association of Conservation Districts (WACD), <i>Doug Rushton</i><br>D. National Association of Conservation Districts (NACD), <i>Doug Rushton</i>   | <b>6:55 PM</b><br><i>15 minutes</i> |
| <b>6. Governance, All – Action Item</b><br>A. July 23, 2024 Work Session Topic List & Meeting Agenda Development  | <b>7:10 PM</b><br><i>5 minutes</i>  |
| <b>7. Executive Session</b><br>RCW.42.30110 (1)(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.   | <b>7:15 PM</b><br><i>15 minutes</i> |
| <b>8. Closed Session: To Discuss Collective Bargaining Negotiations</b><br>RCW 42.30.140(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress. | <b>7:30 PM</b><br><i>15 minutes</i> |
| <b>Adjourn</b>  | <b>7:45 PM</b>                      |

**Informational Only Items:**

- I. Executive Director’s Report*

**Important Future Dates**

**July 2024**

- |  |              |
|--|--------------|
| July 4th TCD office closed   | July 4       |
| WSCC Commission Meeting Board Meeting, Clark CD                                | July 17 & 18 |
| TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) | July 23      |

**August 2024**

- |   |              |
|---|--------------|
| TCD Poultry Processing Unit Display, Olympia Farmers Market, 9:00 a.m.- 3:00 p.m. | August 9     |
| TCD Kids Day, Tenino Farmers Market, 9:00 a.m.- 3:00 p.m.                         | August 10    |
| NACD 2024 Summer Meeting, Boston,   | August 10-13 |
| TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)    | August 27    |

**September 2024**

TCD Staff & Board Gathering	Sept 04
WACD Board Meeting 6:00 - 8:30 p.m. (Zoom)	Sept 16
WSCC Commission Meeting, Okanogan CD	Sept 18 & 19
TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom)	Sept 24

Item

3



# Thurston Conservation District Consent Agenda Decision Sheet June 25, 2024 Board Meeting

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- A. May 28, 2024 Board Meeting and Work Session Minutes
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- B. June 2024 Financial Report
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- C. RCO Deschutes Watershed Riparian Analysis and Implementation Funding Application Authorization Form
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- D. FY24 Brumfield Construction, Inc Vendor Contract
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- E. FY24-25 Ross Strategic Vendor Contract
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting
  
- F. 06-2024 Items to Surplus
  - a. Proposed action: accept without amendment and approve.
  - b. Action was taken:
    - Passed
    - Moved for discussion during meeting
    - Tabled to a future meeting

ADOPTED BY THE BOARD OF THE THURSTON CONSERVATION DISTRICT, WASHINGTON ON June 25, 2024, AND EFFECTIVE IMMEDIATELY

SIGNED:

\_\_\_\_\_  
TJ Johnson, Board Chair

\_\_\_\_\_  
Betsie DeWreede, Board Vice-Chair

\_\_\_\_\_  
David Iyall, Board Auditor

\_\_\_\_\_  
Doug Rushton, Board Member

\_\_\_\_\_  
Marianne Tompkins, Board Member

\_\_\_\_\_  
Attest: Sarah Moorehead, Executive Director

# Thurston Conservation District Board of Supervisors

## Work Session Minutes

May 28, 2024

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 5:00 p.m. – 6:00 p.m.

Actual Meeting Time: 5:00 p.m. – 6:11 p.m.



### Present at Work Session:

TJ Johnson, TCD Board Chair

Betsie DeWreede, TCD Board Vice Chair

Doug Rushton, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Marianne Tompkins, Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Kiana Sinner, TCD Staff

Ben Cushman, TCD Legal Counsel

- 1        **1.** Topic List Review, *All*
- 2        **2.** Staff Presentation: Plant Sale Recap, *Kianna Sinner*
- 3        **3.** Community Awards, *Sarah Moorehead*
- 4        **4.** Collective Bargaining Team & Timeline, *All*
- 5        **5.** Policy Development: Construction Change Orders, *Sarah Moorehead*
- 6        **6.** Conservation and Education Center (CEC) Development, *All*
- 7        **7.** Important Updates & Announcements
- 8            a. Board of Supervisors, *All*
- 9            b. Executive Director, *Sarah Moorehead*

Respectfully,

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TJ Johnson, TCD Board Chair

# Thurston Conservation District Board of Supervisors

## Regular Board Meeting Minutes

May 28, 2024

Hybrid: In-Person and Virtual on Zoom

Originally Scheduled: 6:30 p.m. – 7:55 p.m.

Actual Meeting Time: 6:30 pm – 7:11 p.m.



### Present at Meeting:

TJ Johnson, TCD Board Chair

Betsie DeWreede, TCD Board Vice Chair

Doug Rushton, TCD Board Supervisor

David Iyall, TCD Board Supervisor

Marianne Tompkins, Board Supervisor

Sarah Moorehead, TCD Executive Director

Sophia Barashkoff, TCD Staff

Ben Cushman, TCD Legal Counsel

Josh Giuntoli, Washington State Conservation

Commission, (WSCC)

### Summary of Action Items

- 1 • Executive Director Moorehead will provide 1<sup>st</sup> Amendment Audit response guidance to  
2 board members.

### Summary of Motions Passed

- 3  
4 *Supervisor Rushton moved to approve the Agenda. Supervisor Iyall seconded. Motion passed*  
5 *unanimously, (5-0).*
- 6 *Supervisor Iyall moved to approve the Consent Agenda. Supervisor Rushton seconded. Motion*  
7 *passed unanimously, (5-0).*
- 8 *Supervisor DeWreede moved to nominate Supervisor Johnson for TCD Chair. Supervisor Iyall*  
9 *seconded. Motion passed, (4-0). Supervisor Johnson abstained.*
- 10 *Supervisor Iyall moved to nominate Supervisor DeWreede for TCD Vice Chair. Supervisor*  
11 *Rushton seconded. Motion passed, (4-0). Supervisor DeWreede abstained.*
- 12 *Supervisor Rushton moved to nominate Supervisor Iyall for TCD Auditor. Supervisor Tompkins*  
13 *seconded. Motion passed, (4-0). Supervisor Iyall abstained.*
- 14 *Supervisor Rushton moved to approve the TCD Resolution 2024-03 as amended to reflect the*  
15 *change from \$4.99 to \$5.00 per parcel and term change from 5 years to 10 years. Supervisor*  
16 *Iyall seconded.*
- 17 *Supervisor Iyall moved to approve the TCD Resolution #2024-04. Supervisor DeWreede*  
18 *seconded. Motion passed, (5-0).*
- 19 *Supervisor Tompkins moved to adjourn the May 28, 2024 TCD Board Meeting. Supervisor Iyall*  
20 *seconded. Motion passed unanimously, (5-0).*

## Full Version of the Minutes

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### 21 **Welcome & Introductions**

22 At 6:30 p.m., TCD Board Chair TJ Johnson called the May 28, 2024 Regular Board Meeting to  
23 order. TCD Board, Staff, members of the public, and Legal Counsel were introduced by the  
24 Board Chair. For each vote, TCD Board Chair Johnson called out Supervisors by name. He  
25 announced that the meeting was being video recorded. TCD Supervisors Johnson, Iyall, Rushton  
26 and Tompkins and Executive Director Moorehead attended the meeting in person at the TCD  
27 office. Supervisor DeWreede attended the meeting remotely via Zoom.

### 28 **Agenda Review**

29 ***Supervisor Rushton moved to approve the Agenda. Supervisor Iyall seconded. Motion passed***  
30 ***unanimously, (5-0).***

### 31 **Consent Agenda**

- 32 A. April 23, 2024, Board Work Session & Meeting Minutes
- 33 B. May 2024 Financial Report
- 34 C. WSCC Riparian Grant Program Funding Addendum
- 35 D. Sustainable Farms and Fields (SFF) Cost Share Project Addendum
- 36 E. US Fish & Wildlife Service Restoring South Sound Prairies Funding Agreement  
37 Amendment
- 38 F. RCO South Sound Outreach Funding Agreement
- 39 G. TCD Policy 2.4: Anti- Harassment Policy (Updated)
- 40 H. #2022-08 RBR Cultural Resources Antiquity Consulting Amendment

41 ***Supervisor Iyall moved to approve the Consent Agenda. Supervisor Rushton seconded. Motion***  
42 ***passed unanimously, (5-0).***

### 43 **Public Comment**

44 No public members were present.

### 45 **Partner Reports**

- 46 A. Natural Resources Conservation Service (NRCS), Lynn Khuat  
47
  - Ms. Khuat was not present.
- 48 B. Washington State Conservation Commission (WSCC) Update, Josh Giuntoli  
49
  - Mr. Giuntoli was present and introduced himself.
  - 50 • Mr. Giuntoli replaced Ms. Fike as TCD's new WSCC regional manager.
- 51 C. Washington Association of Conservation Districts (WACD) Update, TCD Supervisor Doug  
52 Rushton  
53
  - A written update was provided to the board.
- 54 D. National Association of Conservation Districts (NACD) Update, TCD Supervisor and NACD  
55 Board Member Rushton



- 91                   ○ Board of Supervisors, *All*
- 92                   ○ Executive Director, *Sarah Moorehead*

93           **Board Meeting Agenda**

- 94           • Welcome, Introductions, Audio Recording Announcement
- 95           • Agenda Review
- 96           • Consent Agenda
  - 97           ○ May 28, 2024 Board Work Session & Meeting Minutes
  - 98           ○ June 2024 Financial Report
- 99           • Public Comment
- 100          • Partner Reports (if present)
  - 101          ○ Natural Resources Conservation Service
  - 102          ○ Washington State Conservation Commission
  - 103          ○ Washington Association of Conservation Districts
  - 104          ○ National Association of Conservation Districts
- 105          • Governance, *All*
  - 106          ○ Construction Change Order Policy
  - 107          ○ July 25, 2024 Work Session Topic List & Meeting Agenda Development
- 108          • Closed Session

109    *Supervisor Tompkins moved to adjourn the May 28, 2024 TCD Board Meeting. Supervisor Iyall*  
110    *seconded. Motion passed unanimously, (5-0).*

111    **Adjourn 7:11 pm**

Respectfully,

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TJ Johnson, TCD Board Chair

# Thurston Conservation District

## June 2024 Financial Notes



### Year-to-Date (YTD) and May Profit & Loss

1. In order to more realistically report TCD's P&L, we have moved the Tenant Improvement costs (\$107,971) to a Fixed Asset account. This makes more sense as TCD seeks funding for the Conservation & Education Center and means that the Tenant Improvement costs no longer appear in the Profit & Loss Statement. Instead, you will find the Tenant Improvement costs in the Fixed Asset section of the Balance Sheet report.
2. You'll notice that even after moving the Tenant Improvement costs out of the Profit & Loss statement TCD is still uncharacteristically showing a YTD negative net income **-\$109,310**. Typically, at this time of the year, after receiving the first large installment of Rates & Charges, TCD will show a positive net income. However, this year two factors are contributing to a negative net income:
  - a. Last year, TCD invoiced the Sentinel Landscaping Program (SLP) at a high rate. See line 42 of the *Restricted Budget vs Actual Report*. This year, the District has slowed invoicing the program (reducing its income) to ensure enough funds remain to continue the project through June 2028. This accounts for about half of the negative net income amount.
  - b. A number of projects are invoiced quarterly. The income for these projects will be reported in next month's financial report – reducing that portion of the net negative income.

### Profit & Loss Previous Year Comparison

3. The Partner Fee for Service program (aka Restoration Crew) continues to grow – 752% more work this year over the same time last year.
4. Grant Revenue is down about 28% this year compared to the same time last year. This is partially due to three factors:
  - a. The slowdown in SLP invoicing that was mentioned in item 2a.
  - b. Last year was the end of the FY21-23 biennium so staff were working hard to complete projects. This elevated grant income.
  - c. Work on the Riverbend project stalled a bid during the procurement process for the new construction contractor. We expect work to pick up again in a big way in the next few months.
5. As expected, Office Rent it up this year over last year - 57%.
6. Software Licenses are up this year compared to last year - \$12,311. Nearly \$7,900 of that is for TCD's 3-year Computer Aided Design (CAD) subscription.

### Balance Sheet

7. Here you will see the Tenant Improvement costs of \$107, 971 reported as Fixed Assets. These Tenant Improvement costs include the \$88,890 paid to the landlord to build out the garage, kitchen, office, and conference room. As well as other items needed to make the new office functional, including the dishwasher, partitions, networking equipment, and two sheds for the storage yard.

The Tenant Improvement costs will be depreciated annually for the 5 years TCD will use this office space. This means at the end of each year 1/5 of the amount (about \$21,594) will be reallocated as expenses back to the Profit & Loss Statement.

## Thurston Conservation District June 2024 Financial Notes



8. TCD Staff receive their new Beneficial State Bank credit cards. The Wells Fargo credit cards will be cancelled in the coming months.

### Unrestricted Budget vs Actual

9. The District is on track to overspend or has already overspent on the following unrestricted budget line items. These budgets will need to be adjusted as part of the mid-year budget revision process.
  - a. Legal Services
  - b. Computer Services
  - c. Office Move
  - d. Computer Software

## Thurston Conservation District

## Profit &amp; Loss

January through May 2024

06/21/24

Accrual Basis

	<u>Jan - May 24</u>
Ordinary Income/Expense	
Income	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	4,156.30
3451120 · Nutrient Spreader Rentals	349.68
3451121 · No-Till Drill Rentals	398.22
3451130 · Poultry Equipment & Tool Rentals	680.29
3451140 · Plant Sales	20,127.56
3451150 · Partner Fee for Service	19,795.40
Total 3451100 · Soil/Water Conservation Service	45,507.45
3417000 · Sales of Merchandise	
3417020 · Event Ticket Income	8,187.21
Total 3417000 · Sales of Merchandise	8,187.21
Total 3400000 · Charges for Goods and Services	53,694.66
3300000 · Grant Revenues	821,963.89
3600000 · Miscellaneous Revenues	
3691000 · Sale of Surplus	12.00
3699100 · Miscellaneous Other	170.40
3685000 · Special Assessments - Service	321,694.48
3670000 · Nongovernmental Contributions	706.16
3610000 · Interest and Other Earnings	392.00
3620000 · Rents and Leases	0.00
Total 3600000 · Miscellaneous Revenues	322,975.04
Total Income	1,198,633.59
Gross Profit	1,198,633.59
Expense	
Equipment Allocation	0.00
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	910,142.15
5314000 · Intern Stipends	1,000.00
5314101 · Legal Fees & Services	17,416.26
5314102 · Audit & Accounting	2,284.50
5314103 · Computer Services	22,459.00
5314100 · Professional Services	97,649.13
5314400 · Advertising	2,274.57
5314203 · Printing Services	2,562.60
5314104 · Janitorial Services	3,215.00
5314501 · Office Rent	34,228.00
5314700 · Utilities	4,190.20
5314503 · Equipment Leases	2,256.89
5314504 · Vehicle Leases	2,605.49
5314200 · Communications	7,002.81
5313102 · Photocopier Usage	433.63
5354800 · Repairs & Maintenance	7,263.28
5314505 · Software Licenses	20,400.91
5313101 · Office Supplies	2,783.06
5314202 · Postage & Shipping	1,108.83
5314902 · Organizational Dues	1,000.00
5314307 · Licenses and Permits	1,934.92
5314117 · Soil Testing	2,967.38
5313401 · Plants for Resale	14,974.78

**Thurston Conservation District**  
**Profit & Loss**  
 January through May 2024

06/21/24

Accrual Basis

	Jan - May 24
Project Expenses	31,659.22
5314302 · Staff - Conference & Training	8,765.78
5314306 · Board - Conference & Training	1,001.66
5314300 · Staff - Travel	8,763.11
5314301 · Board Travel	576.52
5314108 · Construction & Restoration Work	38,516.47
5314110 · Bank Fees & Interest Charges	-27.36
5314600 · Liability Insurance Premiums	13,790.25
66300 · Sales Tax Adjustments	415.97
5945360 · Capital Outlays	
5945368 · Rental Equipment	9,643.39
5945367 · Restoration Equipment	5,186.73
5945363 · Equipment & Office Furniture	18,722.19
5945364 · Computer Hardware	3,278.93
5945366 · Vehicle Purchases	5,497.80
<b>Total 5945360 · Capital Outlays</b>	<b>42,329.04</b>
<b>Total Expense</b>	<b>1,307,944.05</b>
<b>Net Ordinary Income</b>	<b>-109,310.46</b>
<b>Net Income</b>	<b>-109,310.46</b>

# Thurston Conservation District

## Profit & Loss

May 2024

	May 24
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
3400000 · Charges for Goods and Services	
3451100 · Soil/Water Conservation Service	
3451110 · Soil Testing	451.37
3451120 · Nutrient Spreader Rentals	83.67
3451130 · Poultry Equipment & Tool Rentals	465.15
3451140 · Plant Sales	158.21
<b>Total 3451100 · Soil/Water Conservation Service</b>	<b>1,158.40</b>
<b>Total 3400000 · Charges for Goods and Services</b>	<b>1,158.40</b>
3300000 · Grant Revenues	168,074.68
3600000 · Miscellaneous Revenues	
3685000 · Special Assessments - Service	29,735.01
3610000 · Interest and Other Earnings	39.87
<b>Total 3600000 · Miscellaneous Revenues</b>	<b>29,774.88</b>
<b>Total Income</b>	<b>199,007.96</b>
<b>Gross Profit</b>	<b>199,007.96</b>
<b>Expense</b>	
Vehicle Allocation	0.00
Overhead Allocation	0.00
5531000 · Salaries & Benefits	186,923.41
5314101 · Legal Fees & Services	7,416.26
5314102 · Audit & Accounting	466.25
5314103 · Computer Services	4,115.00
5314100 · Professional Services	13,449.32
5314400 · Advertising	255.00
5314203 · Printing Services	177.05
5314104 · Janitorial Services	690.00
5314501 · Office Rent	8,427.00
5314700 · Utilities	285.11
5314503 · Equipment Leases	260.17
5314504 · Vehicle Leases	543.56
5314200 · Communications	2,181.86
5354800 · Repairs & Maintenance	1,291.46
5314505 · Software Licenses	788.90
5313101 · Office Supplies	343.66
5314202 · Postage & Shipping	61.93
5314307 · Licenses and Permits	229.26
5314117 · Soil Testing	1,040.91
Project Expenses	7,431.87
5314302 · Staff - Conference & Training	6,317.56
5314306 · Board - Conference & Training	622.65
5314300 · Staff - Travel	1,364.92
5314108 · Construction & Restoration Work	9,220.33
5314600 · Liability Insurance Premiums	2,885.25
5945360 · Capital Outlays	
5945367 · Restoration Equipment	934.03
5945363 · Equipment & Office Furniture	18,169.35
<b>Total 5945360 · Capital Outlays</b>	<b>19,103.38</b>
<b>Total Expense</b>	<b>275,892.07</b>
<b>Net Ordinary Income</b>	<b>-76,884.11</b>
<b>Net Income</b>	<b>-76,884.11</b>

**Thurston Conservation District**  
**Profit & Loss Prev Year Comparison**  
**January through May 2024**

	Jan - May 24	Jan - May 23	\$ Change	% Change
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
3400000 · Charges for Goods and Services				
3451100 · Soil/Water Conservation Service				
3451110 · Soil Testing	4,156.30	3,794.48	361.82	9.5%
3451120 · Nutrient Spreader Rentals	349.68	348.74	0.94	0.3%
3451121 · No-Till Drill Rentals	398.22	0.00	398.22	100.0%
3451130 · Poultry Equipment & Tool Rentals	680.29	514.82	165.47	32.1%
3451140 · Plant Sales	20,127.56	16,376.25	3,751.31	22.9%
3451150 · Partner Fee for Service	19,795.40	2,324.28	17,471.12	751.7%
<b>Total 3451100 · Soil/Water Conservation Service</b>	<b>45,507.45</b>	<b>23,358.57</b>	<b>22,148.88</b>	<b>94.8%</b>
3417000 · Sales of Merchandise				
3417020 · Event Ticket Income	8,187.21	0.00	8,187.21	100.0%
<b>Total 3417000 · Sales of Merchandise</b>	<b>8,187.21</b>	<b>0.00</b>	<b>8,187.21</b>	<b>100.0%</b>
<b>Total 3400000 · Charges for Goods and Services</b>	<b>53,694.66</b>	<b>23,358.57</b>	<b>30,336.09</b>	<b>129.9%</b>
3300000 · Grant Revenues	821,963.89	1,133,175.10	-311,211.21	-27.5%
3600000 · Miscellaneous Revenues				
3691000 · Sale of Surplus	12.00	0.00	12.00	100.0%
3699100 · Miscellaneous Other	170.40	0.00	170.40	100.0%
3685000 · Special Assessments - Service	321,694.48	319,776.57	1,917.91	0.6%
3670000 · Nongovernmental Contributions	706.16	1,100.00	-393.84	-35.8%
3610000 · Interest and Other Earnings	392.00	87.62	304.38	347.4%
3620000 · Rents and Leases	0.00	286.74	-286.74	-100.0%
<b>Total 3600000 · Miscellaneous Revenues</b>	<b>322,975.04</b>	<b>321,250.93</b>	<b>1,724.11</b>	<b>0.5%</b>
<b>Total Income</b>	<b>1,198,633.59</b>	<b>1,477,784.60</b>	<b>-279,151.01</b>	<b>-18.9%</b>
<b>Gross Profit</b>	<b>1,198,633.59</b>	<b>1,477,784.60</b>	<b>-279,151.01</b>	<b>-18.9%</b>
<b>Expense</b>				
Equipment Allocation	0.00	0.00	0.00	0.0%
Vehicle Allocation	0.00	0.00	0.00	0.0%
Overhead Allocation	0.00	0.00	0.00	0.0%
5531000 · Salaries & Benefits	910,142.15	695,227.65	214,914.50	30.9%
5314000 · Intern Stipends	1,000.00	2,940.00	-1,940.00	-66.0%
5314101 · Legal Fees & Services	17,416.26	20,003.25	-2,586.99	-12.9%
5314102 · Audit & Accounting	2,284.50	1,986.17	298.33	15.0%
5314103 · Computer Services	22,459.00	8,633.00	13,826.00	160.2%
5314100 · Professional Services	97,649.13	242,149.51	-144,500.38	-59.7%
5314400 · Advertising	2,274.57	750.20	1,524.37	203.2%
5314203 · Printing Services	2,562.60	3,462.46	-899.86	-26.0%
5314104 · Janitorial Services	3,215.00	3,300.00	-85.00	-2.6%
5314501 · Office Rent	34,228.00	21,840.00	12,388.00	56.7%
5314700 · Utilities	4,190.20	3,442.07	748.13	21.7%
5314503 · Equipment Leases	2,256.89	1,743.25	513.64	29.5%
5314504 · Vehicle Leases	2,605.49	2,329.42	276.07	11.9%
5314200 · Communications	7,002.81	5,329.95	1,672.86	31.4%
5313102 · Photocopier Usage	433.63	551.52	-117.89	-21.4%
5354800 · Repairs & Maintenance	7,263.28	3,503.78	3,759.50	107.3%
5314505 · Software Licenses	20,400.91	8,090.26	12,310.65	152.2%
5313101 · Office Supplies	2,783.06	1,993.52	789.54	39.6%
5314202 · Postage & Shipping	1,108.83	1,296.50	-187.67	-14.5%
5314902 · Organizational Dues	1,000.00	1,405.00	-405.00	-28.8%
5314307 · Licenses and Permits	1,934.92	855.00	1,079.92	126.3%
5314117 · Soil Testing	2,967.38	1,290.45	1,676.93	130.0%
5313401 · Plants for Resale	14,974.78	32,839.90	-17,865.12	-54.4%

**Thurston Conservation District**  
**Profit & Loss Prev Year Comparison**  
**January through May 2024**

	Jan - May 24	Jan - May 23	\$ Change	% Change
<b>Project Expenses</b>	31,659.22	22,805.80	8,853.42	38.8%
5314302 · Staff - Conference & Training	8,765.78	4,458.01	4,307.77	96.6%
5314306 · Board - Conference & Training	1,001.66	65.46	936.20	1,430.2%
5314300 · Staff - Travel	8,763.11	8,883.67	-120.56	-1.4%
5314301 · Board Travel	576.52	0.00	576.52	100.0%
5314119 · Cultural Resources	0.00	23,328.40	-23,328.40	-100.0%
5314108 · Construction & Restoration Work	38,516.47	72,134.22	-33,617.75	-46.6%
5314109 · Cost Share	0.00	36,951.22	-36,951.22	-100.0%
5314110 · Bank Fees & Interest Charges	-27.36	71.25	-98.61	-138.4%
5314600 · Liability Insurance Premiums	13,790.25	12,176.90	1,613.35	13.3%
66300 · Sales Tax Adjustments	415.97	118.03	297.94	252.4%
66900 · Reconciliation Discrepancies	0.00	-0.01	0.01	100.0%
5945360 · Capital Outlays				
5945368 · Rental Equipment	9,643.39	56,256.45	-46,613.06	-82.9%
5945367 · Restoration Equipment	5,186.73	68,281.37	-63,094.64	-92.4%
5945363 · Equipment & Office Furniture	18,722.19	470.03	18,252.16	3,883.2%
5945364 · Computer Hardware	3,278.93	4,631.03	-1,352.10	-29.2%
5945366 · Vehicle Purchases	5,497.80	0.00	5,497.80	100.0%
<b>Total 5945360 · Capital Outlays</b>	<b>42,329.04</b>	<b>129,638.88</b>	<b>-87,309.84</b>	<b>-67.4%</b>
<b>Total Expense</b>	<b>1,307,944.05</b>	<b>1,375,594.69</b>	<b>-67,650.64</b>	<b>-4.9%</b>
<b>Net Ordinary Income</b>	<b>-109,310.46</b>	<b>102,189.91</b>	<b>-211,500.37</b>	<b>-207.0%</b>
<b>Net Income</b>	<b>-109,310.46</b>	<b>102,189.91</b>	<b>-211,500.37</b>	<b>-207.0%</b>

## Thurston Conservation District

## Balance Sheet

As of May 31, 2024

06/21/24

Accrual Basis

	May 31, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
3088010 · Checking-103 Beneficial	312,323.64
3081001 · Checking-7444 Timberland	5,762.13
3088020 · Savings Accounts	
3088021 · Saving-116 Beneficial Reserve	4,151.23
3088022 · Saving-129 Beneficial CEC	114,023.64
<b>Total 3088020 · Savings Accounts</b>	118,174.87
3088030 · Counter Cash	100.00
3088040 · PayPal Account	8,147.72
<b>Total Checking/Savings</b>	444,508.36
Accounts Receivable	352,121.58
<b>Other Current Assets</b>	
3090500 Prepaid Accounts	
3090501 · Prepaid Insurance	8,646.75
3090507 · Security Deposit - Tilley Court	8,427.00
<b>Total 3090500 Prepaid Accounts</b>	17,073.75
3091000 · 309.10.00 Inventory Asset	2,770.56
3092000 · 309.20.00 Cash on Hand	45,465.65
<b>Total Other Current Assets</b>	65,309.96
<b>Total Current Assets</b>	861,939.90
<b>Fixed Assets</b>	
3090600 · Tenant Improvements	107,970.61
<b>Total Fixed Assets</b>	107,970.61
<b>TOTAL ASSETS</b>	<b>969,910.51</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	17,883.90
Credit Cards	17,256.15
<b>Other Current Liabilities</b>	
3471000 · Grant Advances	
3471100 · RCO Advances	
3471110 · R050 Riverbend Advances	35,225.52
<b>Total 3471100 · RCO Advances</b>	35,225.52
<b>Total 3471000 · Grant Advances</b>	35,225.52
3861100 · Sales Tax Payable	514.75
3861000 · Payroll Liabilities	150,033.32
<b>Total Other Current Liabilities</b>	185,773.59
<b>Total Current Liabilities</b>	220,913.64
<b>Total Liabilities</b>	220,913.64
<b>Equity</b>	748,996.87
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>969,910.51</b>

# 2024 Unrestricted Budget vs Actual



May 41.67%

	Account Name	2024 Budget	2024 Actual	\$ Over Budget	% of Budget
1	- Income	1,093,134	479,584	-613,550	43.87%
2	- Retail Sales	71,111	29,607	-41,504	41.64%
3	- Food Production and Consumption	2,111	680	-1,431	32.23%
4	Poultry Equipment & Tool Rentals	2,111	680	-1,431	32.23%
5	- Soil Conservation and Health	9,399	5,165	-4,234	54.96%
6	Soil Testing	7,136	4,463	-2,673	62.54%
7	Nutrient Spreader Rentals	763	304	-459	39.85%
8	No-Till Drill Rentals	1,500	398.22	-1,102	26.55%
9	- Community Outreach and Education	52,247	20,128	-32,119	38.52%
10	Plant Sales	51,647	20,128	-31,519	38.97%
11	TCD Swag Shop	600	0	-600	0.00%
12	- Water Quality & Quantity and Protection & Restoration of Ecosystems	7,159	2,354	-4,805	32.88%
13	Partner Fee for Service - Restoration Crew	7,159	2,354	-4,805	32.88%
14	- Other Income	195	1,281	1,086	656.70%
15	Contributions Private	0	706	706	N/A
16	Rental Income	0	0	0	N/A
17	Interest Income	195	392	197	201.03%
18	Miscellaneous Income	0	182	182	N/A
19	+ Grant Revenue	128,935	0	-128,935	0.00%
21	Rates and Charges	562,182	321,694	-240,488	57.22%
22	- Overhead	330,906	128,282	-202,624	38.77%
23	Overhead Allocation	312,436	119,723	-192,713	38.32%
24	Vehicle Allocation	18,470	8,559	-9,911	46.34%
25	2023 Carry Overs	17,804	0	-17,804	0.00%
26	- Program Allocation	455,131	221,059	-234,072	48.57%
27	- Local Food Production and Consumption	16,600	8,235	-8,365	49.61%
28	Poultry Equipment Rentals	16,600	8,235	-8,365	49.61%
29	- Producer Support & Preservation and Expansion of Working Lands	1,000	89	-911	8.87%
30	Working Lands Preservation Initiative	1,000	89	-911	8.87%
31	- Water Quality & Quantity and Protection & Restoration of Ecosystems	7,159	851	-6,308	11.89%
32	Restoration Crew & Equipment	7,159	851	-6,308	11.89%
33	- Soil Conservation and Health	39,227	22,579	-16,648	57.56%
34	Soil Health Testing	29,455	18,123	-11,332	61.53%
35	Nutrient Spreader Rentals	8,272	3,754	-4,518	45.38%
36	No-Till Drill Rentals	1,500	701	-799	46.76%
37	- Community Outreach and Engagement	212,239	86,989	-125,250	40.99%
38	Conservation & Education Center	77,076	11,357	-65,719	14.74%
39	District Communications	61,875	30,556	-31,319	49.38%
40	Plant Sale	57,805	34,665	-23,140	59.97%
41	Elections	15,483	10,410	-5,073	67.24%
42	- Adult and Youth Conservation Education	47,870	26,304	-21,566	54.95%
43	South Sound Green	41,670	21,520	-20,150	51.64%

	Account Name	2024 Budget	2024 Actual	\$ Over Budget	% of Budget
44	Teens in Thurston Volunteer Program	4,200	2,200	-2,000	52.38%
45	Envirothon	2,000	2,584	584	129.20%
46	<input type="checkbox"/> Climate Change Adaptation & Mitigation and Other Strategic Plan Priorities	131,036	76,013	-55,023	58.01%
47	Conservation TA	88,313	48,680	-39,633	55.12%
48	Investing in Future Conservation	42,723	27,333	-15,390	63.98%
49	<input type="checkbox"/> Administrative Expenses	655,807	272,295	-383,512	41.52%
50	Administrative Salaries & Benefits	326,650	131,751	-194,899	40.33%
51	<input type="checkbox"/> Professional Services	74,672	40,608	-34,064	54.38%
52	Legal Services	24,000	17,416	-6,584	72.57%
53	Audit & Accounting	16,127	2,197	-13,930	13.62%
54	Computer Services	29,545	20,995	-8,550	71.06%
55	Professional Services	5,000	0	-5,000	0.00%
56	<input type="checkbox"/> Facility, Vehicles and Maintenance	174,074	76,394	-97,680	43.89%
57	Janitorial Services	7,800	2,265	-5,535	29.04%
58	Office Rent	101,064	33,708	-67,356	33.35%
59	Utilities	7,140	1,529	-5,611	21.42%
60	Equipment Leases	3,611	1,492	-2,119	41.32%
61	Vehicle Leases	6,166	2,605	-3,561	42.26%
62	5966604 · Vehicle Purchase	0	0	0	N/A
63	Office Move (A039)	17,804	18,992	1,188	106.67%
64	Communications	13,630	6,766	-6,864	49.64%
65	Photocopier Usage	1,031	434	-597	42.06%
66	Vehicle Repairs & Maintenance	4,098	1,685	-2,413	41.12%
67	Computer Hardware Purchases	3,000	420	-2,580	13.99%
68	Computer Software	4,250	5,369	1,119	126.33%
69	Equipment & Office Furniture	4,480	1,130	-3,350	25.22%
70	<input type="checkbox"/> Supplies	10,799	3,605	-7,194	33.38%
71	Office Supplies	4,450	2,496	-1,954	56.08%
72	Postage & Shipping	300	74	-226	24.65%
73	Organizational Dues	5,949	1,000	-4,949	16.81%
74	Licenses & Permits	100	35	-65	35.00%
75	<input type="checkbox"/> Conferences, Training and Travel	34,462	6,174	-28,288	17.92%
76	Staff Conference & Training (A037)	16,629	1,479	-15,150	8.90%
77	Board Conference and Training Fees	2,500	526	-1,974	21.05%
78	Board Meeting Snacks	750	419	-331	55.89%
79	Staff Travel	13,083	3,749	-9,334	28.66%
80	Board Travel	1,500	0	-1,500	0.00%
81	<input type="checkbox"/> Insurance and Banking	35,150	13,763	-21,387	39.15%
82	Bank Fees & Interest Charges	650	-27	-677	-4.21%
83	Liability Insurance Premiums	34,500	13,790	-20,710	39.97%
84	Late Fees & Penalties	0	0	0	N/A
85	<input type="checkbox"/> Savings	0	0	0	N/A
86	Reserve Fund		0	0	N/A
87	Conservation Education Center Savings Plan		0	0	N/A
88	Net Income (Surplus or Deficit)	0	-13,769	-13,769	N/A

# 2024 Restricted Budgets vs Actuals



As of May 31, 2024

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2024 Budget	2024 Actual	2024 Remaining Budget	% of Total Time	% of Total Budget Spent
1	<b>RCO</b>											
2	ASRP Riverbend Phase 2	R050	20-1908	03/28/22	06/30/27	7,673,670	6,690,385	2,575,149	83,560	2,491,590	41.44%	12.81%
3	SRFB Cozy Valley	R060	21-1089C	09/23/21	12/30/24	132,778	27,395	34,125	6,730	27,395	82.18%	79.37%
4	ESRP Zangle Cove	R070	20-1517R	07/01/21	12/31/23	110,072	36,011	40,713	4,823	35,890	116.63%	67.28%
5	Oregon Spotted Frog (OSF) Outreach	R080		01/01/23	01/01/25	32,550	4,403	20,118	15,716	4,403	70.63%	86.47%
6	ESRP Lower Eld Bulkhead Removal	R090		07/01/23	07/01/26	125,200	118,258	121,871	5,785	116,086	30.63%	5.54%
7	<b>Federal</b>											
8	Frogs on Farm Cost Share	US80		08/15/20	08/15/25	93,135	62,702	68,805	6,103	62,702	75.86%	32.68%
9	USFWS Restoring South Sound Prairies	US90		07/01/22	07/01/27	190,000	157,689	1,000	337	663	38.37%	17.01%
10	<b>WSCC</b>											
11	FY23-25 Livestock	W025	24-13-LT	07/01/23	06/30/25	20,000	13,813	10,663	1,382	9,280	45.96%	30.94%
12	Skookumchuck Planting	W030	20-13-ER	04/01/20	06/30/25	744,780	198,378	151,367	17,201	134,166	79.39%	73.36%
13	FY21-25 Flood Chehalis	W050	22-13-FL	09/01/21	06/30/25	261,333	81,836	102,550	49,644	52,906	71.77%	68.69%
14	FY23-25 Shellfish Cost Share	W060	24-13-SH	11/27/23	06/30/25	125,000	113,758	123,396	9,638	113,758	32.13%	8.99%
15	FY23-24 CREP	W070	24-13-CE	07/01/23	06/30/24	56,251	4,889	22,717	17,828	4,889	91.80%	91.31%
16	FY23-25 NRI Cost Share	W080	24-13-NR	08/21/23	06/30/25	81,222	53,404	59,981	6,740	53,241	41.91%	34.25%
17	FY23-24 Engineering	W100	24-13-PE	09/27/23	06/30/24	82,500	2,430	47,805	45,375	2,430	89.21%	97.05%
18	FY24-25 Salmon Riparian	W110	24-13-SRF	02/27/24	06/30/25	207,514	194,114	78,218	13,400	64,818	19.39%	6.46%
19	FY23-24 Sustainable Farms and Fields	W120	24-13-SFF	08/17/23	06/30/24	52,798	891	25,323	24,432	891	90.60%	98.31%
20	Forest Health and Community Wildfire Resiliency	W130	24-13-FH	09/22/23	06/30/25	471,000	371,928	379,633	87,752	291,882	39.04%	21.03%
21	Irrigation Efficiencies	W140	22-13-IE	04/03/24	06/30/25	45,778	40,785	17,108	4,993	12,115	13.00%	10.91%
22	FY21-25 Chehalis Lead	W150	22-13-RIT	10/01/21	06/30/25	102,000	28,936	28,815	14,287	14,528	71.15%	71.63%
23	FY21-25 Community Engagement Plan	W160	22-13-CEP	02/20/24	06/30/25	20,000	19,936	9,500	64	9,436	20.52%	0.32%
24	FY 24-25 Riparian Grant Program (RGP)	W170	24-13-RGP	04/15/24	06/30/25	913,563	912,603	431,991	960	431,031	10.63%	0.11%
25	FY24-25 Sustainable Farms and Fields CCA	W180	24-13-SF1	05/16/24	06/30/25	64,000	63,382	62,658	618	62,040	3.89%	0.97%
26	FY23-24 SCC Sponsorship GREEN Congress	W086.2	24-13-IM	11/06/23	06/30/24	5,000	1,248	5,000	3,752	1,248	87.39%	75.04%
27	FY23- 24 SCC Sponsorship Climate Change & Food	W086.3	24-13-IM	01/10/24	06/30/24	5,000	0	5,000	5,000	0	Closed	100.00%
28	FY24 Election Swag	W086.4	24-13-IM	01/22/24	06/30/24	245	0	245	245	0	Closed	100.00%

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2024 Budget	2024 Actual	2024 Remaining Budget	% of Total Time	% of Total Budget Spent
29	FY24 SoilCon	W086.5	24-13-IM	01/29/24	06/30/24	821	0	821	821	0	Closed	100.00%
30	FY24 VSP Facilitator for SCC	W086.6	24-13-IM	02/05/24	06/30/24	4,000	220	4,000	3,780	220	79.59%	94.51%
31	March SCC All District Meeting	W086.7	24-13-IM	04/01/24	06/30/24	1,000	0	1,000	1,000	0	Closed	100.00%
32	SCC Soil Testing Support	W086.8	24-13-IM	04/14/24	06/30/24	1,150	330	1,150	820	330	61.54%	71.30%
33	FY23- 24Year End Funding	W086.9	24-13-IM	05/20/24	06/30/24	20,000	3,582	20,000	16,418	3,582	28.57%	82.09%
34	<b>Thurston County</b>											
35	FY23-25 VSP	TC400		07/01/23	06/30/25	227,500	122,773	116,968	49,513	67,455	45.96%	46.03%
36	FY23-25 VSP Cost Share	TC450		08/08/23	06/30/25	531,781	469,340	317,455	31,401	286,054	43.00%	11.74%
37	<b>Miscellaneous</b>											
38	ESRP Shore Friendly Phase 3	M035		07/01/23	06/30/25	388,883	266,552	259,950	41,937	218,013	45.96%	31.46%
39	Agri-Park Feasibility Study GIS Work	M055		10/12/23	03/31/24	5,387	-2	72	74	-2	Closed	100.04%
40	2024 City of Olympia Urban Farmland	M065		01/01/24	12/31/24	203,038	148,759	203,038	54,279	148,759	41.53%	26.73%
41	GRuB Beginning Farmer Development	M066		01/01/24	08/31/25	10,259	8,787	5,119	1,472	3,646	24.96%	14.35%
42	Sentinel Landscape Program (SLP)	M075		10/01/21	06/30/28	1,279,225	527,426	311,196	140,736	170,460	39.51%	58.77%
43	One Tree Planted	M085		09/03/21	until spent	33,076	28,543	9,337	2,991	6,346	N/A	13.71%
44	WCRRR Prairie Habitat Enhancement	M095	2022-06	01/01/22	06/30/25	111,954	71,041	29,468	8,552	20,917	69.07%	36.54%
45	WFC Meyer Phase 2	M100		01/01/23	09/01/25	106,546	42,995	71,274	36,175	35,099	53.03%	59.65%
46	FY23-25 Pierce County Shellfish NTA	M600		12/01/23	09/30/25	191,000	158,688	85,100	32,312	52,788	27.31%	16.92%
47	FY24 WSDA Local Food Infrastructure	M700		02/14/24	06/30/24	22,917	148	22,917	22,769	148	78.26%	99.35%
48	<b>South Sound GREEN</b>											
49	FY24 Interlocal	G019-SS		01/01/24	12/31/24	64,160	39,050	64,160	25,110	39,050	41.53%	39.14%
50	Embrace the Stream	G019.30		08/01/22	until spent	5,035	262	262	0	262	N/A	94.80%
51	FY23-24 WSC Mini Grant	G019.50		12/12/23	12/31/24	500	291	500	209	291	44.56%	41.72%
52	FY24 OSD i-Grant	G019.103		03/01/24	12/31/24	4,000	3,449	4,000	551	3,449	30.07%	13.77%
53	2024 ESD 113 Climate Education	G019.104		05/15/24	06/30/24	6,000	4,932	3,000	1,068	1,932	36.17%	17.80%
54	NFWF Five Star	G019.108		09/01/23	06/30/24	12,375	3,876	8,097	4,221	3,876	90.13%	68.67%
55	FY23-25 Outdoor Learning	G019.109		10/01/23	06/30/25	38,825	30,100	23,690	7,885	15,805	38.18%	22.47%
56	Dawkins 2023	G019.28		01/01/23	until spent	20,000	0	5,409	5,409	0	Closed	100.00%
57	Dawkins 2024	G019.28		01/01/24	until spent	20,750	17,327	18,291	3,423	14,868	N/A	16.50%
58	2023 Community Foundation	G019.29		10/25/23	until spent	2,500	1,300	2,500	1,200	1,300	N/A	48.00%
59	Carlson Charitable	G019.31		12/05/23	12/31/24	2,500	2,225	2,500	275	2,225	45.55%	11.00%
60	2024 Squaxin	G019.85		02/01/24	until spent	2,250	2,250	2,250	0	2,250	N/A	0.00%
61	Tumwater SD Natural Resources	G019.120		05/15/24	06/20/24	500	0	500	500	2,250	45.95%	100.00%
62	<b>Teens in Thurston Volunteer Program</b>									0		
63	Nisqually TNT 2023	T070		01/06/23	until spent	5,375	2,698	3,654	956	2,698	N/A	49.81%

	Grant Name	Account Number	Grant Number	Grant Start Date	Grant End Date	Total Grant Amount	Official Remaining	2024 Budget	2024 Actual	2024 Remaining Budget	% of Total Time	% of Total Budget Spent
64	Nisqually TNT 2024	T070		01/01/24	until spent	5,581	5,581	5,581	0	5,581	N/A	0.00%
65	<b>- Envirothon Program</b>									0		
66	2023 Chehalis Tribe Envirothon	T040		01/23/23	until spent	5,000	0	113	113	0	Closed	100.00%
67	2023 Pork Blakely Envirothon	T040		03/02/23	until spent	500	266	500	234	266	N/A	46.85%
68	2024 Olympia Food Co-op Envirothon	T040		01/01/24	until spent	50	50	50	0	50	N/A	0.00%
69	<b>- PARTNERS</b>									0		
70	OlyEcosystems	P400		01/01/24	01/31/24	16,500	3,187	16,500	13,313	3,187	490.32%	80.69%
71	WA Dept of Fish and Wildlife	P600		01/29/24	02/01/24	6,925	1,236	4,406	3,170	1,236	3,100.00%	82.15%

**Thurston Conservation District**  
**Payment Report**  
**May 2024**

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Credit Card Charge	12894	05/01/2024	Adobe Inc	WSCC:W140 - Irrigation Efficiencies	5314505 · Software Licenses	37.84
Check	EFT	05/01/2024	Delta Dental		5531212 · Dental Benefits	1,999.05
Credit Card Charge	12820	05/01/2024	Kiperts	MISC:M065 - City of Olympia Urban A	5314108 · Construction & Restoration Work	303.43
Credit Card Charge	12861	05/01/2024	Nisqually Valley News (CT Publishing)	TCD Programs:T030.0 - District Communication	5314400 · Advertising	255.00
Credit Card Charge	12918	05/01/2024	Olympia Supply	MISC:M065 - City of Olympia Urban Ag	5314107 · Project Supplies	5.46
Credit Card Charge	12849	05/01/2024	Tenino Market Fresh	MISC:M100 - WFC Meyer Phase 2	5314108 · Construction & Restoration Work	51.84
Check	EFT	05/01/2024	Tilley Court Caves, LLC	UNRESTRICTED:A010 - Administrative Expenses	5314501 · Office Rent	8,427.00
Credit Card Charge	12633	05/01/2024	Zoom	Thurston County:TC400 - VSP	5314505 · Software Licenses	164.14
Credit Card Charge	12854	05/02/2024	Ace Hardware	MISC:M100 - WFC Meyer Phase 2	5314108 · Construction & Restoration Work	12.49
Check	EFT	05/02/2024	Comcast	UNRESTRICTED:A010 - Administrative Expenses	5314204 · Internet Services	164.02
Credit Card Charge	12819	05/02/2024	Fred Meyer	MISC:M065 - City of Olympia Urban A	5314107 · Project Supplies	17.54
Credit Card Charge	12851	05/02/2024	Harbor Freight	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	2.51
Credit Card Charge	12838	05/02/2024	US Postal Service	W086.8 - WSCC Soil Testing Support	5314202 · Postage & Shipping	24.87
Credit Card Charge	12847	05/02/2024	US Postal Service	W086.8 - WSCC Soil Testing Support	5314202 · Postage & Shipping	13.67
Liability Check	EFT	05/02/2024	WA St Dept of Employment Security		3861013 · WA State Cares Act	2,233.45
Liability Check	EFT	05/02/2024	WA St Dept of Employment Security		3861010 · WA - Family & Medical Leave	10.21
Credit Card Charge	12856	05/06/2024	Ace Hardware	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	15.80
Credit Card Charge	12855	05/06/2024	Home Depot	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	23.56
Check	EFT	05/06/2024	Regence - Health Care		5531210 · Medical Benefits	22,212.93
Bill Pmt -Check	EFT	05/06/2024	USAbLe.Life		5531214 · Life Insurance	102.40
Bill Pmt -Check	EFT	05/06/2024	Verizon	UNRESTRICTED:A010 - Administrative Expenses	5314201 · Telephone	1,017.20
Bill Pmt -Check	EFT	05/06/2024	VSP - Vision Care		5531213 · Vision Insurance	222.50
Credit Card Charge	12859	05/06/2024	Walmart	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	13.08
Credit Card Charge	12863	05/07/2024	Amazon	MISC:M065 - City of Olympia Urban A	5314107 · Project Supplies	330.06
Credit Card Charge	1306030775	05/07/2024	QuickBooks Time Support (TSheets)	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	250.12
Check	EFT	05/07/2024	TPSC Benefits	UNRESTRICTED:A010 - Administrative Expenses	5531215 · HRA Benefits	80.00
Credit Card Charge	12857	05/07/2024	Walmart	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	55.38
Credit Card Charge	12841	05/08/2024	Forestry Supplies	WSCC:W130- Forest Health & Wildfire Resiliency	5945363 · Equipment & Office Furniture	822.60
Liability Check	EFT	05/08/2024	Internal Revenue Service		Federal Income Tax & FICA Payable	16,155.30
Credit Card Charge	12909	05/08/2024	Kasco Manufacturing Co., Inc.	TCD Programs:T096.2 - No-Till Drill Rentals	5354802 · Rental Equipment Maintenance	75.35
Credit Card Charge	12840	05/08/2024	LaMotte Company	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314107 · Project Supplies	152.40
Credit Card Charge	12839	05/08/2024	Spin Tees	T070 -Teens in Thurston Volunteer Program	5314901 · Meeting & Event	595.47
Liability Check	EFT	05/08/2024	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	24,470.09
Check	EFT	05/08/2024	WA St Dept of Retirement Systems		5531220 · Retirement - PERS	25.00
Credit Card Charge	12858	05/08/2024	Walmart	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	16.42

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Check	EFT	05/08/2024	Wells Fargo		Wells Fargo	2,398.33
Credit Card Charge	12895	05/09/2024	Adobe Inc	WSSC:W140 - Irrigation Efficiencies	5314505 · Software Licenses	37.84
Credit Card Charge	G047406202	05/09/2024	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	0.13
Liability Check		05/09/2024	QuickBooks Payroll Service		QuickBooks Payroll Service	47,687.70
Credit Card Charge	3558601	05/09/2024	Rightworks	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	24.13
Credit Card Charge	12860	05/09/2024	Walmart	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	13.14
Credit Card Charge	12869	05/10/2024	Creative Office	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	51.54
Credit Card Charge	12885	05/13/2024	Home Goods	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	49.56
Bill Pmt -Check	EFT	05/13/2024	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	5314701 · Electricity	174.48
Bill Pmt -Check	EFT	05/13/2024	Puget Sound Energy	UNRESTRICTED:A010 - Administrative Expenses	5314701 · Electricity	110.63
Bill Pmt -Check	EFT	05/13/2024	Ricoh USA, Inc.	UNRESTRICTED:A010 - Administrative Expenses	5314503 · Equipment Leases	260.17
Bill Pmt -Check	22449	05/14/2024	ADESA	MISC:M035 - ESRP Shore Friendly	5314100 · Professional Services	1,000.00
Bill Pmt -Check	22450	05/14/2024	Aimee Richardson	Various	5354802 · Rental Equipment Maintenance	513.84
Bill Pmt -Check	22451	05/14/2024	Balsley Sign Company	Various	5314400 · Advertising	1,037.61
Credit Card Charge	626-338	05/14/2024	Buzzsprout	TCD Programs:T030.0 - District Communication	5374001 · Web Hosting and Maintenance	12.00
Bill Pmt -Check	22452	05/14/2024	Cree Bell	GREEN:G019.109 - FY23-25 Outdoor Learning	5314304 · Mileage	207.03
Bill Pmt -Check	22453	05/14/2024	Deschutes Law Group	UNRESTRICTED:A010 - Administrative Expenses	5314101 · Legal Fees & Services	2,000.00
Bill Pmt -Check	22454	05/14/2024	Donalyn Johanns	Various	Restoration Crew Intern Stipend	1,066.66
Bill Pmt -Check	22455	05/14/2024	Doug Rushton	UNRESTRICTED:A010 - Administrative Expenses	5314101 · Legal Fees & Services	3,708.13
Bill Pmt -Check	22456	05/14/2024	Enduris	UNRESTRICTED:A010 - Administrative Expenses	5314600 · Liability Insurance Premiums	159.00
Bill Pmt -Check	22457	05/14/2024	Garden-Raised Bounty	MISC:M065 - City of Olympia Urban Ag	5314100 · Professional Services	6,970.25
Bill Pmt -Check	22474	05/14/2024	Hannah's Cleaning Service	UNRESTRICTED:A010 - Administrative Expenses	5314104 · Janitorial Services	690.00
Bill Pmt -Check	22458	05/14/2024	Jaden McGinty	Various	Restoration Crew Intern Stipend	800.00
Bill Pmt -Check	22459	05/14/2024	Midwest Labs	TCD Programs:T098 - Soil Health Testing	5314117 · Soil Testing	1,040.91
Bill Pmt -Check	22460	05/14/2024	Nicholas Rubesh	MISC:M100 - WFC Meyer Phase 2	Restoration Crew Intern Stipend	266.67
Bill Pmt -Check	22461	05/14/2024	North Thurston Public Schools	W086.2 - WSSC FY23-24 Sponsorship GREEN Congre	5314114 · Sub Teacher Reimbursement	2,621.76
Bill Pmt -Check	22462	05/14/2024	Paul Pickett	UNRESTRICTED:A010 - Administrative Expenses	5314101 · Legal Fees & Services	3,708.13
Bill Pmt -Check	22463	05/14/2024	Petrocard	UNRESTRICTED:A010 - Administrative Expenses	5313201 · Vehicle Fuel	258.69
Bill Pmt -Check	22464	05/14/2024	Sam Nadell	GREEN:G019-SS GREEN Interlocal (Quarterly)	5314304 · Mileage	44.22
Bill Pmt -Check	22465	05/14/2024	Smartsheet Inc.	Various	5314505 · Software Licenses	6,444.72
Bill Pmt -Check	22466	05/14/2024	SPSCC	MISC:M065 - City of Olympia Urban Ag	5314502 · Site Rental	773.50
Credit Card Charge	12873	05/14/2024	Strombergs Mann Lake	MISC:M700 - WSDA Local Food Infrastructure	5945367 · Restoration Equipment	574.88
Check	EFT	05/14/2024	TPSC Benefits	UNRESTRICTED:A010 - Administrative Expenses	5531215 · HRA Benefits	450.00
Bill Pmt -Check	22467	05/14/2024	ULINE	MISC:M700 - WSDA Local Food Infrastructure	5945368 · Rental Equipment	744.07
Bill Pmt -Check	22468	05/14/2024	US Fish and Wildlife Service	RCO:R080 - Oregon Spotted Frog (OSF) Outreach	5314100 · Professional Services	12,044.30
Bill Pmt -Check	22469	05/14/2024	WA St Conservation Commission	UNRESTRICTED:A010 - Administrative Expenses	5314504 · Vehicle Leases	543.56
Bill Pmt -Check	22470	05/14/2024	WA St University Energy Program	UNRESTRICTED:A010 - Administrative Expenses	5314103 · Computer Services	4,115.00
Bill Pmt -Check	22471	05/14/2024	WADE	Various	5314302 · Staff - Conference & Training 5314306 · Board - Conference & Training	6,400.00

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	22473	05/14/2024	White, Nora	Various	5314304 · Mileage	128.31
Liability Check	22475	05/14/2024	WSCCE - Council 2	3088010 · Checking-103 Beneficial	3861008 · Union Dues	1,175.19
Bill Pmt -Check	22472	05/14/2024	WSU Sponsored Programs Services	MISC:M075 - FY21-28 SLP REPI Pilot & Challenge	5314100 · Professional Services	19,711.79
Check	EFT	05/15/2024	TPSC Benefits		5531215 · HRA Benefits	108.00
Credit Card Charge	12911	05/15/2024	Udemy Online Courses	UNRESTRICTED:A037 - Staff Training (Unfunded)	5314302 · Staff - Conference & Training	17.56
Credit Card Charge	12876	05/16/2024	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	46.55
Credit Card Charge	12930	05/16/2024	Home Depot	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	15.72
Credit Card Charge	12905	05/16/2024	Safeway	GREEN:TCC:G019.28 Dawkins	5314901 · Meeting & Event	15.48
Credit Card Charge	12934	05/17/2024	Eastside Urban Farm & Garden	MISC:M065 - City of Olympia Urban Ag	5314107 · Project Supplies	13.18
Credit Card Charge	12902	05/17/2024	Home Depot	WSCC:W140 - Irrigation Efficiencies	5314107 · Project Supplies	65.73
Credit Card Charge	12877	05/17/2024	Strombergs Mann Lake	MISC:M700 - WSDA Local Food Infrastructure	5945367 · Restoration Equipment	359.15
Credit Card Charge	EO300S8BAN	05/19/2024	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	49.37
Credit Card Charge	EO300S8960	05/19/2024	Microsoft	UNRESTRICTED:A010 - Administrative Expenses	5314505 · Software Licenses	439.20
Credit Card Charge	12897	05/19/2024	Office Depot	WSCC:W140 - Irrigation Efficiencies	5313101 · Office Supplies	9.92
Credit Card Charge	12883	05/20/2024	Canva	MISC:M075 - FY21-28 SLP REPI Pilot & Challenge	5314203 · Printing Services	105.00
Credit Card Charge	12898	05/20/2024	McLendons	WSCC:W140 - Irrigation Efficiencies	5314107 · Project Supplies	47.35
Credit Card Charge	12886	05/20/2024	Tractor Supply	MISC:M700 - WSDA Local Food Infrastructure	5354802 · Rental Equipment Maintenance	39.32
Credit Card Charge	12887	05/20/2024	Tractor Supply	MISC:M700 - WSDA Local Food Infrastructure	5354802 · Rental Equipment Maintenance	38.89
Credit Card Charge	12929	05/20/2024	Walmart	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	29.04
Credit Card Charge	12924	05/21/2024	Ace Hardware	MISC:M065 - City of Olympia Urban A	5314107 · Project Supplies	72.86
Credit Card Charge	12926	05/21/2024	Ace Hardware	MISC:M065 - City of Olympia Urban A	5314107 · Project Supplies	33.08
Credit Card Charge	12939	05/21/2024	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	43.91
Credit Card Charge	12931	05/21/2024	Harbor Freight	MISC:M100 - WFC Meyer Phase 2	5314107 · Project Supplies	33.38
Credit Card Charge	12899	05/21/2024	Home Depot	WSCC:W140 - Irrigation Efficiencies	5314107 · Project Supplies	98.71
Credit Card Charge	12888	05/21/2024	Thurston County CPED	Thurston County:TC450 - FY23-25 VSP Cost Share	5314307 · Licenses and Permits	229.26
Credit Card Charge	12900	05/21/2024	Trader Joes	UNRESTRICTED:A010 - Administrative Expenses	5314310 · Board Meeting Snacks	46.87
Credit Card Charge	12940	05/22/2024	Amazon	UNRESTRICTED:A010 - Administrative Expenses	5313101 · Office Supplies	121.64
Liability Check	EFT	05/22/2024	Internal Revenue Service		Federal Income Tax & FICA Payable	15,932.44
Credit Card Charge	12901	05/22/2024	Minuteman Press	TCD Programs:T030.0 - District Communication	5314203 · Printing Services	72.05
Liability Check	EFT	05/22/2024	WA St Dept of Retirement Systems		3861005 · PERS Deferral Payable	3,108.62
Credit Card Charge	P1-95654782	05/23/2024	Intuit	UNRESTRICTED:A010 - Administrative Expenses	5314102 · Audit & Accounting	192.00
Liability Check		05/23/2024	QuickBooks Payroll Service		QuickBooks Payroll Service	47,159.64
Credit Card Charge	12910	05/24/2024	Etsy	GREEN:TCC:G019.28 Dawkins	5314107 · Project Supplies	65.88
Credit Card Charge	12903	05/24/2024	Garmin	UNRESTRICTED:A010 - Administrative Expenses	5354803 · Vehicle Maintenance	58.11
Credit Card Charge	12920	05/24/2024	US Postal Service	W086.8 - WSCC Soil Testing Support	5314202 · Postage & Shipping	11.27
Credit Card Charge	12932	05/28/2024	End of the Trail 4	WSCC:W110 - FY24-25 Salmon Riparian Funding	5314107 · Project Supplies	11.79
Credit Card Charge	12912	05/28/2024	Spuds	UNRESTRICTED:A010 - Administrative Expenses	5314306 · Board - Conference & Training	26.22
Check	EFT	05/28/2024	TPSC Benefits		5531215 · HRA Benefits	50.37
Bill Pmt -Check	22477	05/29/2024	Clark's Native Trees	MISC:M100 - WFC Meyer Phase 2	5314108 · Construction & Restoration Work	1,802.57

Type	Num	Date	Name	Funding Source	Expense Account	Paid Amount
Bill Pmt -Check	22482	05/29/2024	Deschutes Law Group	UNRESTRICTED:A010 - Administrative Expenses	5314101 · Legal Fees & Services	2,000.00
Bill Pmt -Check	22478	05/29/2024	Donalyn Johans	MISC:M100 - WFC Meyer Phase 2	Restoration Crew Intern Stipend	1,200.00
Credit Card Charge	12965	05/29/2024	Grainger	W086.9 WSCC FY23-24 Fiscal Year End Funding	5945363 · Equipment & Office Furniture	8,327.57
Bill Pmt -Check	22479	05/29/2024	Jaden McGinty	MISC:M100 - WFC Meyer Phase 2	Restoration Crew Intern Stipend	1,200.00
Bill Pmt -Check	22483	05/29/2024	Marguerite Abplanalp	Various	5314304 · Mileage	213.73
Bill Pmt -Check	22480	05/29/2024	Nicholas Rubesh	MISC:M100 - WFC Meyer Phase 2	Restoration Crew Intern Stipend	1,200.00
Credit Card Charge	12938	05/29/2024	Service Saw Workwears	WSCC:W110 - FY24-25 Salmon Riparian Funding	5354804 · Restoration Equipment Maintenanc	165.51
Bill Pmt -Check	22481	05/29/2024	Tumwater School District	Various	5314112 · Bus Transportation	239.47
Check	EFT	05/29/2024	Wells Fargo		Wells Fargo	5,723.73
Credit Card Charge	12919	05/30/2024	Airport Market	MISC:M700 - WSDA Local Food Infrastructure	5354802 · Rental Equipment Maintenance	19.72
Credit Card Charge	12933	05/30/2024	End of the Trail 4	WSCC:W110 - FY24-25 Salmon Riparian Funding	5314107 · Project Supplies	11.80
Credit Card Charge	12937	05/30/2024	Lowe's	Various	5945363 · Equipment & Office Furniture	2,362.90
Bill Pmt -Check	EFT	05/30/2024	Verizon	UNRESTRICTED:A010 - Administrative Expenses	5314201 · Telephone	1,002.92
Bill Pmt -Check	EFT	05/30/2024	VSP - Vision Care	UNRESTRICTED:A010 - Administrative Expenses	5531213 · Vision Insurance	189.58
Credit Card Charge	MC15532468	05/31/2024	Mail Chimp	TCD Programs:T030.0 - District Communication	5314505 · Software Licenses	82.28
Credit Card Charge	12917	05/31/2024	ULINE	W086.9 WSCC FY23-24 Fiscal Year End Funding	5945363 · Equipment & Office Furniture	6,217.49
Credit Card Charge	12921	05/31/2024	US Postal Service	W086.8 - WSCC Soil Testing Support	5314202 · Postage & Shipping	12.12



# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> RCO Grant Applicant Authorization Form	
<b>Lead Staff:</b> Stephanie Bishop	<b>Board Meeting Date:</b> 06/25/24
<b>Goal of Presentation:</b>	<input checked="" type="checkbox"/> <b>Decision</b> <input type="checkbox"/> <b>Information</b> <input type="checkbox"/> <b>Feedback</b>
<b>Description/Background:</b>	<i>Please provide a description or background of the project.</i>
<p>This proposal will provide funding for staff time and materials to identify riparian restoration sites, work with landowners in priority reaches, and implement 3 acres of riparian restoration within WRIA 13.</p>	
<b>Pros:</b> Will bring \$132K to TCD. The funding period is five years and will provide a needed bridge/continuity in the watershed, allowing us to build relationships over a long period of time. This grant will also cover staff participation in WRIA 13 Lead Entity monthly meetings.	<b>Cons:</b> None noted
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
The grant would bring in \$132K to TCD. There is no match requirement for this grant.	
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>
Approve/authorize signature	
<b>Legal Review:</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> <b>Not Required</b>
<b>Supporting Documents:</b> <i>Please list below <b>and</b> attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	





## Applicant Resolution/Authorization

Organization Name (sponsor) Thurston Conservation District

Resolution No. or Document Name \_\_\_\_\_

Project(s) Number(s), and Name(s) #24-1212 WRIA 13 Riparian Analysis and Implementation

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Stephanie Bishop
Project contact (day-to-day administering of the grant and communicating with the RCO)	Program Manager TCD Executive Director
RCO Grant Agreement (Agreement)	TCD Executive Director
Agreement amendments	TCD Executive Director
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	N/A

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

On File at: \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
(Local Governments and Nonprofit Organizations Only):

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

Washington State Attorney General's Office

Approved as to form Brian Tallen 2/13/2020 \_\_\_\_\_  
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> Lower Eld Bulkhead Removal Construction Contract	
<b>Lead Staff:</b> Katrinka Hibler	<b>Board Meeting Date:</b> 06/25/24
<b>Goal of Presentation:</b>	<input checked="" type="checkbox"/> <b>Decision</b> <input type="checkbox"/> <b>Information</b> <input type="checkbox"/> <b>Feedback</b>
<b>Description/Background:</b>	<i>Please provide a description or background of the project.</i>
<p>This bulkhead removal project furthers TCD's commitment to shoreline restoration projects. This project involves about 100 feet of bulkhead removal, large wood installation for habitat enhancement, a short return wall to address the transition from natural beach to the neighboring properties bulkhead, beach nourishment, and site prep for extensive planting.</p>	
<b>Pros:</b> Brumfield construction was the low bidder for this project and their bid was within our available budget. They completed the bulkhead removal project at Zangle Cove in 2023. We have had a successful working relationship with this contractor on past projects.	<b>Cons:</b>
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
The contract cost is within our grant budget for this project. Staff support time is covered by this and other grants.	
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>
I recommend signing the contract	
<b>Legal Review:</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> <b>Not Required</b>
<b>Supporting Documents:</b> <i>Please list below <b>and</b> attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
Contract with SOW documents attached	



# Lower Eld Bulkhead Removal Project TCD# 2024-01

## Construction Contract

**This contract**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, shall be the agreed basis of performing the following work by and between Thurston Conservation District, hereinafter referred to as the Owner, and Brumfield Construction, Inc hereinafter referred to as the Contractor.

WITNESSETH: Whereas the parties hereto have covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled: **Lower Eld Bulkhead Removal Project**

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by the date in the Proposed Schedule.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may charge actual costs to the Contract for any time over the agreed to completion date where work remains uncompleted, which sum is agreed upon as the liquidated damages which the Owner will sustain in case of the failure of the Contractor to complete the work in the time stipulated and this sum is not to be construed as in any sense a penalty.

THIRD: In consideration of the Performance of the Work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of \$87,898.80 plus 8.3% State Sales Tax consisting of the following:

BASE BID and TOTAL CONTRACT AMOUNT \$ 95,194.40

FOURTH: The unit prices are hereby accepted as per the BID SCHEDULE

FIFTH: The Contractor agrees to hold harmless to the landowner and TCD from any liability associated from injuries or damages occurring to workers implementing the project to the extent allowed by law. Contractor shall waive the immunity provided to them under Washington Industrial Insurance Act for injured workers to the extent that damages or claims are asserted by the Contractor's workers against TCD, its agents and employees, or the landowner. Contractor will defend, indemnify, and hold harmless the TCD, its agents and employees, or the landowner to the extent that Contractor's workers assert damages or claims against TCD, its agents and employees, or the landowner. By executing this agreement, the Contractor has duly

considered and accepted this condition.

SIXTH: The Contractor shall procure and shall maintain until final acceptance of the work, such insurance as will protect the landowner, Thurston Conservation District, and its supervisors, director, agents, and employees, for claims arising out of or resulting from Contractor's work under this Contract Agreement, whether performed by the Contractor, or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. The Contractor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of the Contractor, TCE, Landowner and anyone else either is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations. The insurance required to be carried by the Contractor and any Subcontractors shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of insurance specified hereunder, the Conservation District's insurances shall be excess to Subcontractor's insurance. The coverage provided under the Contractor's commercial general liability policy shall be written on an "occurrence" basis and no policy provisions shall restrict, reduce, limit, or otherwise impair contractual liability coverage or the Conservation District's status as additional insured. Not less than five (5) days prior to commencement of the work and until final acceptance of the work, Contractor shall provide the Conservation District with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the Contract documents. Further, the Contractor shall provide the Conservation District thirty (30) days written notice of a change or cancellation in coverage.

The Contractor shall maintain no less than the limits specified in the Washington Department of Transportation's Standard Specifications for Road, Bridge, and Municipal construction M 41-10 Section 1-07.18 each of the following insurance coverages:

#### 1-07.18(5) Required Insurance Policies

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage, with limits of \$3,000,000 per occurrence and per project in the aggregate for each policy period, which shall be written solely on a standard surety provided form. No other forms or exclusions shall be accepted, added, or amended to this policy. This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date. OCP Insurance shall not be subject to a deductible or contain provisions for a deductible, nor shall it provide for any language rendering it excess over any other coverage available to a named insured for the claims alleged.

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001, with minimum limits of \$3,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage must be on a primary and non-contributory basis only. Products and completed operations coverage shall be provided for a period of 3 years following Substantial Completion of the Work. At the discretion of the Contractor, the CGL may contain provisions for a deductible. If a deductible applies to any claim under this policy, then payment of that deductible will be the responsibility of the Contractor, notwithstanding

any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the Work, with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence, with Thurston Conservation District, and the landowners named as an additional insured or designated insured in connection with the Contractor's performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy. At the discretion of the Contractor the Commercial Automobile Liability policy may contain provisions for a deductible. If a deductible applies to any claim under this policy, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

Additional insurance required if a watercraft or vessel is used:

1-07.18(1).10 Marine Liability

The Contractor shall provide, or caused to be maintained, marine protection and indemnity (P&I) insurance for all liabilities arising out of the operation of a watercraft or vessel used on the Project that is owned, leased or chartered by the Contractor or any Related Entity. The policy shall include, among other things, coverage for bodily injury, illness and/or loss of life to any person or crew member (including any and all claims arising pursuant to the Jones Act and LHWCA and claims for maintenance and cure), damage to cargo while loading, carrying or unloading cargo, damage to piers and docks, pollution liability, charterer's liability, and removal of wreckage as required by law. Such coverage shall have primary limits of not less than \$1,000,000 per occurrence, and excess limits of not less than \$2,000,000 shall be required in all cases where any watercraft or vessel is used on the Project that is owned, leased, or chartered by any Related Entity. Should the Contractor maintain, at any time during the period of the Project, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to Thurston Conservation District, the landowners and the Indemnified Parties. This includes, at a minimum, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise. If any watercraft or vessels are leased or chartered with crew, evidence of non-owned watercraft liability insurance complying with the requirements of this Section will be acceptable but must be provided to Thurston Conservation District prior to use of the watercraft or vessel. The Indemnified Parties shall be additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off the Site.

SEVENTH: The venue for any legal action related or indirectly related to the project will be

Thurston County Superior Court.

EIGHTH: Boundaries – Conservation District will supply the Contractor with a legal description of the property and/or stake or mark the work area. Contractor will confine operations to the work area and any other area identified for parking and staging use.

NINTH: Labor and Material – The Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the construction of the project and shall keep the property free from liens and claims. However, no waiver or release of mechanic's lien given by Contractor or a Subcontractor shall be binding until all payments due to the Contractor under this Contract when the release was executed have been made. Contractor further acknowledges that the Indemnification Clause above applies to Subcontractor claims for payment, including liens, whether or not those claims have been asserted in formal litigation

TENTH: Concealed Conditions – If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor, such as rock, unexpected subsurface or soil conditions, unexpected water, hazardous materials, or other condition that differs materially from that which would be reasonably expected by a competent contractor in the trade, Contractor will call such conditions to the attention of Conservation District immediately, and the contract price and time for completion will be accordingly adjusted for any delay or extra work required to address the concealed condition. Unusually inclement weather is not a concealed condition under this clause.

ELEVENTH: Right to Stop Work – Conservation District shall have the right to stop work for any reason and may keep the job idle for no more than one month without an adjustment in Contract price. If the delay exceeds one month, Contractor shall have the right to renegotiate the price, and Conservation District shall have the right to terminate Contractor without additional payment if the negotiation does not result in a mutually agreeable price. Contractor shall be entitled to additional contract time equal to the length of any delay under this clause.

TWELFTH: Binding on Successors – All of the provisions of this Contract will be binding on the assignees, successors, parent companies, and subsidiary companies of both parties. If either party is acquired by a corporation through purchase, merger, or consolidation, the provisions of this Contract will be binding on the successor or surviving corporation.

THIRTEENTH: Invalidity – The invalidity of or unenforceability of any provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Further, both parties have negotiated, or have had the opportunity to negotiate, all the terms of the Contract.

FOURTEENTH: Amendments and Waivers – All amendments and other modifications of this Contract shall be in writing and signed by each of the parties. The delay or failure of any party to insist, in any one instance or more, upon strict performance of any of the terms or conditions of

this Contract or to exercise any right hereunder shall not be construed as a waiver of any such terms, conditions or rights.

The contract documents include the special conditions which define the order of interpretation if conflicts are found. This provision can be found in Section 1-04.2. The unit prices shall be utilized for any additive and deductive work within 20% of the TOTAL BID, INCLUDING SALES TAX. The unit price shall provide the Contractor with full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

IN WITNESS WHEREOF: Thurston Conservation District has caused this Contract to be subscribed in its behalf and the said Contractor has signed this Contract the day and year first above written.

Contractor:	Project Sponsor/Owner:
<b>Brumfield Construction, Inc</b>	<b>Thurston Conservation District (TCD)</b>
By:	By:
Title:	Title:
Date:	Date:
Washington State Contractors License No.:	
Federal Tax Id. No.	
UBI. No.	

**Thurston Conservation District**  
**Lower Eld Bulkhead Removal Project**  
**Project No. 2024-01**



***Brumfield***  
**CONSTRUCTION, INC.**

2007 Westport Road  
Aberdeen, WA 98520  
Phone: (360) 268-9231  
Fax: (360) 268-1454  
Email: [bids@brumfieldinc.com](mailto:bids@brumfieldinc.com)

**Confidential – Bid Documents**

## BID PROPOSAL

**Project Name:** Lower Eld Bulkhead Removal Project #2024-01

**Bid Submittal Deadline:** June 3<sup>rd</sup>, 2024 at 5:00 P.M. Pacific Standard Time

**Attention:** Katrinka Hibler

**Submit to:** [Katrinka@thurstoncd.com](mailto:Katrinka@thurstoncd.com) with subject line that includes the name of the project and the contractor's name.

### GENERAL

Bids must be submitted digitally by the date and time listed above. A bid tabulation will be completed and will be available upon request.

### PROPOSAL

The undersigned Bidder hereby certifies that the Bidder has examined the location and construction details of work, is familiar with the local conditions at the place where the work is to be done, and has read and thoroughly understands the Project Documents governing the work and the method by which payment will be made for said work and hereby propose to undertake and complete the work in accordance with said Project Documents and that the Bidder will take in full payment therefore the sums set forth in the following Bid Schedule.

### BID CONDITIONS

It is expressly understood and agreed that the following Bid Schedule amounts are the basis for establishing the low bidder for award of the Contract. Measurement and Payment provisions are included in the special provisions.

This contract will be awarded on total cost basis in conjunction with other evaluation criteria as detailed in the bid package. Work Item costs shall include all labor, equipment, and materials needed to complete the work as described in the Statement of Work.

### BIDDER INFORMATION

Proper Name of Bidder: Brumfield Construction, Inc.	
Contractor's License No.: BRUMF-CI-114-K4	UBI No: 600-321-076
Mailing Address: P.O. Box 600, Aberdeen, WA 98520	
Phone No: 360-268-9231	Fax No: 360-268-1454
Email: <a href="mailto:bids@brumfieldinc.com">bids@brumfieldinc.com</a>	

*Bid Schedule*

Item #	Work Item	Unit	Qty	Unit Cost	Line Cost
1	Mobilization	LS	1	\$10,000.00	\$10,000.00
2	Construction Surveying/Staking	LS	1	\$7,500.00	\$7,500.00
3	Temporary Construction Access and Staging	LS	1	\$2,800.00	\$2,800.00
4	TESC & SWPPP	LS	1	\$1,500.00	\$1,500.00
5	Clearing and Grubbing	LS	1	\$4,000.00	\$4,000.00
6	Final Cleanup, Site Restoration	LS	1	\$4,000.00	\$4,000.00
7	Tree Removal (6 trees)	LS	1	\$3,400.00	\$3,400.00
8	Brick and Mortar Fireplace and Debris Removal (5 CY)	LS	1	\$1,500.00	\$1,500.00
9	Concrete and Rock and Mortar Wall Removal (20 CY)	LS	1	\$4,100.00	\$4,100.00
10	Excavation – Return Wall (61 CY)	LS	1	\$3,500.00	\$3,500.00
11	Rock return Wall (12 LF) and Boulders (27 CY)	LS	1	\$12,000.00	\$12,000.00
12	Beach Nourishment (up to 165 Ton)	Ton	165	\$72.72	\$11,998.80
13	Large Log Placement (Total 5, 1 anchored)	LS	1	\$10,200.00	\$10,200.00
14	Mulching for Construction	LS	1	\$3,300.00	\$3,300.00
<b>Additive Items</b>					
A1	Compost (35 CY)	LS	1	\$3,600.00	\$3,600.00
A2	Mulching for Planting (50 CY)	LS	1	\$1,900.00	\$1,900.00
A3	Stabilized Construction Entrance/Exit and 44 LF of straw wattles	LS	1	\$2,600.00	\$2,600.00
Total Bid Amount (Main + Additive)					\$87,898.80
Thurston County sales tax (8.3%)					\$7,295.60
<b>Total Contract Bid</b>					<b>\$95,194.40</b>

CY - Cubic Yard, LS - Lump Sum, TON = Ton (2000lbs)

Demolition material quantities shown in Bid Schedule are approximate, estimated based on available survey data and / or field observations. Quantities are provided for reference to the Contractor for bidding purposes.

*Bid Guarantee Period*

I agree to hold this bid open for a period of **45 days** after the bid opening. If this bid is accepted, I agree to execute a Contract and/or Purchase Order with Thurston County Conservation District along with furnishing the required 5% bonding and insurances.

*Required Bid Documents*

**Failure to provide any of the required bid documents will result in bid disqualifications (see page 4).**

*INTENT TO PAY PREVAILING WAGES*

The undersigned hereby agrees to pay labor not less than the prevailing rate of wages set forth in the Special Provisions for this project.



## MANDATORY BIDDER RESPONSIBILITY CHECKLIST

The following checklist will be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. **Bidders shall print a copy of the applicable documentation from the appropriate website to include with this checklist.** This form and associated documentation shall be submitted as part of the Bidder's Bid.

General Information	Bid Submittal Deadline: March 13, 2024
Project Name: <b>Lower Eld Bulkhead Removal Project</b>	Project Number: 2024-01

Bidder's Business Name: Brumfield Construction, Inc.	
Contractor Registration:	
License Number: BRUMF-CI-114-K4	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 5/24/1989	Expiration Date: 05/07/2025
Current UBI Number:	
UBI Number: 600-321-076	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage</b> – Attach a copy of the Employer Liability Certificate that is available at: <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account number: 323,606-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number:	
State Excise Tax Registration Number:	
Tax Registration Number: 91-1062986	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Contractor Licenses:	
Bidder certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Further, the Bidder agrees not to enter into any arrangements or contracts related to this Contract with any party that is on the Excluded Parties List System, now maintained on the System for Award Management website at: <a href="https://www.sam.gov">https://www.sam.gov</a>	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

Name and Address of Registered Agent, General Partner, or Managing Member	
Name and Title: Garrett Durward - Vice President	Address: P.O. Box 600, Aberdeen, WA 98520

## LIST OF COMPLETED PROJECTS

The Bidder shall demonstrate successful past experience and competence in managing at least three (3) construction projects within the last five (5) years that are similar in scope and complexity.

For the purposes of this section, projects that are "Similar in Scope and Complexity" have the following elements. Each of the following elements should be included in at least one of the three projects described.

1. Work involving permit requirements per WSDOT Standard Specifications 1-07.5 "Fish and Wildlife and Ecology regulations" and 1-07.6 "Permits and Licenses" through WDFW, USFWS, USACE, and WADOE including permits such as a 401, 404, and HPA
2. Large volume excavation (over 50 CY), segregation, sorting, and handling of gravels and soil.
3. Construction schedule dictated by permit conditions related to sensitive areas.
4. Water management through temporary erosion control measures around wetlands, shorelines, or floodplains.

The Bidder shall demonstrate the General Contractor's successful past experience and competence by submitting to the Owner the following information.

2. Identify at least three (3) completed contracts entered into and performed by the Bidder within the past 5 years that meet the Similar in Scope and Complexity elements. Projects for which the Bidder was a Subcontractor are not eligible under this criterion.
3. For each project, provide the name of the project, type of work completed, client name, contract start and end dates, contract value, and the name and telephone number of the Owner's project manager or other contact who can verify the Bidder's experience.

Project Name: Lowery Point Groin Removal					
Type of work Site preparation, debris and concrete beach outfall pipe removal, and cleanup Completed of the project site on the marine tidelands at Lowery Point on McNeil Island.					
Client Name: Washington Department of Natural Resources					
Start Date:	11/2022	End Date:	12/2022	Contract Value:	\$57,300.00
Contact Name:	Sandra Swenson		Contact Phone #:	360-584-4763	

Project Name: <b>CW-4 Beach Mitigation</b>					
Type of work Completed	Removal and and disposal of existing man-made debris, such as sanitary sewer manholes, abandoned piping, pilings, and concrete remenants along with angular rock.				
Client Name: <b>City of Bremerton</b>					
Start Date:	9/2022	End Date:	9/2022	Contract Value:	\$207,700.00
Contact Name:	Noreen Bolo		Contact Phone #:	360-473-2323	

Project Name: <b>Zangle Cove Shoreline Restoration Project</b>					
Type of work Completed	Destruction and disposal of 135' of wire gabion bulkhead, tire walls, and shoreline debris. Installation of modular platform and stairs and approximately 90 tons of beach nourishment				
Client Name: <b>Thurston Conservation District</b>					
Start Date:	7/2023	End Date:	7/2023	Contract Value:	\$99,100.00
Contact Name:	Katrinka Hibler		Contact Phone #:	360-878-0591	

Project Name: <b>Eagle Landing Park Stair Removal</b>					
Type of work Completed	Removal of stairs and concrete landings along with pin pile on a 100' 2:1 slope, clearing and grubbing, landscaping and planting. Project was executed using tug and barge with a yarder and skyline attached to the upper slope of the project site.				
Client Name: <b>City of Burien</b>					
Start Date:	12/2023	End Date:	2/2024	Contract Value:	\$450,700.00
Contact Name:	Dan O'Brien		Contact Phone #:	206-248-5538	

## SUPPLEMENTAL BIDDER CERTIFICATIONS

As part of the Supplemental Bidder Responsibility Criteria documentation, the Bidder shall complete all of the following Certifications by checking the appropriate boxes and signing the bottom portion of the form. If the Bidder has been involved in any of the described activities, then on a separate sheet, provide a written explanation as discussed below.

Termination for Cause Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.
- Alternatively, the undersigned confirms that the Bidder has had any public works contracts terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

If the Bidder has had any public works contracts terminated for cause as discussed above, provide a written explanation for all contracts terminated for cause by identifying the Project contract which was terminated, the government agency which terminated the contract, the date of the termination, and a description of the circumstances surrounding the termination.

Liquidated Damages Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.
- Alternatively, the undersigned confirms that the Bidder has been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

If the Bidder has been assessed liquidated damages as discussed above, provide a written explanation for all liquidated damages paid by identifying the Project, the government agency which assessed the liquidated damages, the amount of the liquidated damages, the date the liquidated damages were paid, and a description of the circumstances surrounding the assessment.

Litigation Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not been a party as a plaintiff or defendant in any lawsuits, in Washington State superior or district court in the Puget Sound region (defined as King, Kitsap, Pierce, Snohomish, and Thurston Counties), U.S. District Court for the Western District of Washington, or tribal court, during the ten (10)-year period immediately preceding the bid submittal deadline for this Project, involving any issues relating to work done by the Bidder, which were resolved adversely to the Bidder through judgment or settlement. The undersigned also certifies that the Bidder has not been a party as a plaintiff or defendant in any lawsuits in any state, tribal, or federal court anywhere in the United States, during the ten (10)-year period immediately preceding the bid submittal deadline for this Project, involving any issues relating to work done by the Bidder, which

were resolved adversely to the Bidder through judgment or settlement.

- Alternatively, the undersigned confirms that the Bidder has been a party as a plaintiff or defendant in a lawsuit or lawsuits as noted above.

If the Bidder has been involved in litigation as discussed above, provide a written explanation for all lawsuits in which the Bidder has been involved in the preceding ten (10) years, identifying the parties, court, case number, status of case, and judgment and penalties, if appropriate.

Public Bidding Crimes Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not been convicted of a crime involving bidding on a public works contract.
- Alternatively, the undersigned confirms that the Bidder has been convicted of a crime involving bidding on a public works contract.

If the Bidder has been convicted of a public bidding crime as discussed above, provide a written explanation of the conviction(s) in which the Bidder was involved, identifying the parties, court, case number, status of case, and judgment and penalties, if appropriate.

<u>6/03/2024</u>	<u>Brumfield Construction, Inc.</u>
Date	Proper Name of Bidder
	
	Signature
	<u>Garrett Durward</u>
	Printed Name
	<u>Vice President</u>
	Title

**NOTES:**

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a Corporation, this proposal must be executed by its duly authorized officials.

## MANDATORY SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist may be used by Owners, Contractors, and Subcontractors in documenting that a Subcontractor of any tier meets the subcontractor responsibility criteria.

**Bidders shall print a copy of the applicable documentation from the appropriate website to include with this checklist.** This form and associated documentation shall be submitted as part of the Supplemental Bidder Responsibility Criteria.

General Information	
Project Name: Lower Eld Bulkhead Removal Project	Project Number: 2024-01

Subcontractor's Business Name: N/A	
Subcontractor Registration:	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
Current UBI Number:	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage</b> – Attach a copy of the Employer Liability Certificate that is available at: <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number:	
State Excise Tax Registration Number:	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Contractor Licenses:	

Contractor and Plumber Infraction List:	
Is Subcontractor on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Not Disqualified from Bidding:	
Is the Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name and Address of Registered Agent, General Partner, or Managing Member	
Name and Title:	Address:

2007 Westport Rd  
PO Box 600  
Aberdeen, WA 98520



Phone (360) 268-9231  
Fax (360) 268-1454  
Licensed and Bonded  
BRUMF-CI-114-K4

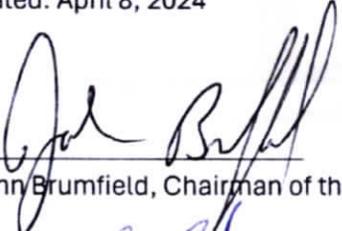
BRUMFIELD CONSTRUCTION, INC.  
ACTION OF DIRECTORS WITHOUT A MEETING  
PURSUANT TO WIVER OF NOTICE AND WRITTEN CONSENT  
IN ACCORDANCE WITH R.C.W.23B.08.210  
EFFECTIVE AS OF APRIL 8, 2024

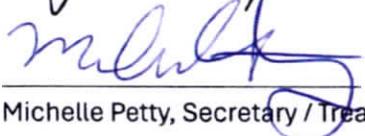
We the undersigned directors of Brumfield Construction, Inc. a Washington Corporation, desire to take certain action without a formal meeting of the directors, which action is authorized by the statues of the State of Washington (23B.08.210) and pursuant to thereto severally waive a meeting of the Board of Directors and any all notice of the time, place, and purpose required by the statues of the State of Washington, the Articles of Incorporation or By-Laws of said corporation.

The directors have authorized to continue that only one signature is required for any transaction affecting the corporation.

Authorized Signors as of this date:  
John Brumfield, Chairman of the Board  
Robert Brumfield, President  
Garrett Durward, Vice President  
Michelle Petty, Secretary / Treasurer

Dated: April 8, 2024

  
\_\_\_\_\_  
John Brumfield, Chairman of the Board

  
\_\_\_\_\_  
Michelle Petty, Secretary / Treasurer

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

BID BOND

**KNOW ALL PARTIES BY THESE PRESENTS**, That we, Brumfield Construction Inc.

Of Aberdeen, WA as principal, and the Merchants Bonding Company (Mutual)  
a corporation duly organized under the laws of the state of Washington, and authorized to do  
business in the State of Washington, as surety, are held and firmly bound unto the **Thurston  
Conservation District** in the full and penal sum of **five (5) percent to the total amount of the  
bid proposal** of said principal for the work hereinafter described, for the payment of which, well  
and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and  
assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his  
or its sealed proposal for the following construction, to wit:

**Lower Eld Bulkhead Removal Project #2024-01**

said bid and proposal, by reference thereto, being made a part hereof.

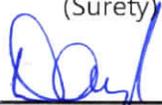
**NOW, THEREFORE**, If the said proposal bid by said principal be accepted and the contract  
be awarded to said principal, and if said principal shall duly make and enter into and execute said  
contract and shall furnish bond as required by the **Thurston Conservation District** within a period  
of twenty (20) days from and after said award, exclusive of the day of such award, then this  
obligation shall be null and void, otherwise it shall remain and be in full force and effect.

**IN TESTIMONY WHEREOF**, The principal and surety have caused these  
presents to be signed and sealed this 30th day of May, 2024.

  
\_\_\_\_\_  
(Principal)

Merchants Bonding Company (Mutual)

(Surety)

  
\_\_\_\_\_  
(Attorney-in-fact) Dawn Fykes

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Scott; David J Hickman; Dawn Fykes; Jay Holwegner; Matthew I Snowden; Stephanie M Young

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

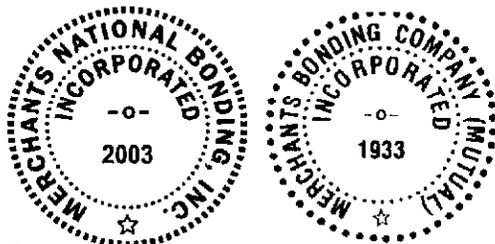
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

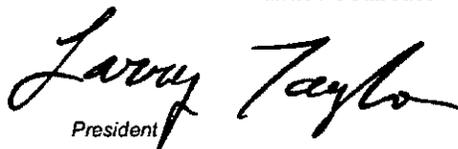
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, It is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of January, 2024.

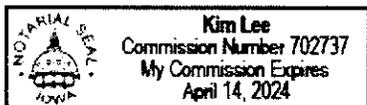


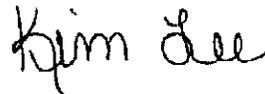
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of January 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

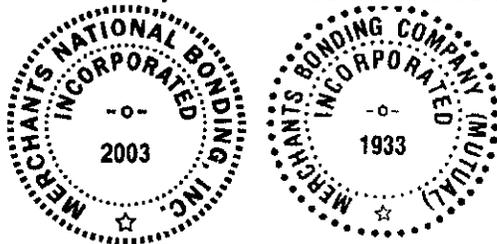


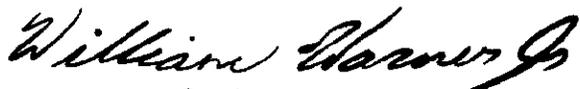
  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of May 2024.



  
Secretary

2007 Westport Rd  
PO Box 600  
Aberdeen, WA 98520



Phone (360) 268-9231  
Fax (360) 268-1454  
Licensed and Bonded  
BRUMF-CI-114-K4

## Key Project Personnel for the Lower Eld Bulkhead Removal Project

### **Onsite Project Team**

Mark Roulst – Cell: 360-791-3216, Email: [Mark.Roulst@brumfieldinc.com](mailto:Mark.Roulst@brumfieldinc.com)  
Project Superintendent/Operator – 40 years of experience with constructing shoreline projects within Puget Sound and its tidelands. Mark will provide complete onsite project oversight and has a vast knowledge of BMPs and Conservation practices.

### **Past Projects of similar scope and complexity:**

- Lowery Point Groin Removal
- CW-4 Beach Mitigation
- Zangle Cove Shoreline Restoration
- Eagle Landing Park Stair Removal

### **Project Support**

Michelle Petty – Office Manager – Cell: 360-581-6256  
Email: [michelle@brumfieldinc.com](mailto:michelle@brumfieldinc.com)

Brandi Holmes – Project Coordinator – Cell: 360-268-3318  
Email: [brandi@brumfieldinc.com](mailto:brandi@brumfieldinc.com)

Jason Hayes – Safety Officer – Cell: 360-589-4814  
Email: [Jason.Hayes@brumfieldinc.com](mailto:Jason.Hayes@brumfieldinc.com)

# Our Proposed Approach

## **Survey and Mobilization:**

This project will commence with a survey and staking of the site, including its protected areas. We will be using GPS for real-time data throughout the project duration. After the survey, we will mobilize to the project site to set up the construction access, staging area, and implement erosion control Best Management Practices (BMPs) to prevent soil erosion and protect the surrounding areas.

## **Site Preparation:**

Next, we will clear and grub the necessary access areas according to the plans and specifications, which includes the removal of invasive species and trees ensuring all debris is properly disposed of or recycled. Mulch will be placed on sensitive soil upland access routes to prevent erosion during construction. Equipment for all phases of construction will primarily be a JD 135 excavator and skidsteer.

## **Materials and Log Staging:**

We will be staging materials in the designated areas referenced on plans ensuring that materials are organized and accessible for the construction phase.

## **Site Demolition:**

Site demolition will proceed outward to the east and west from the established access corridor. By working outward from this access point, we aim to minimize site disturbance. We will safely dismantle and remove the existing structure and dispose of demolition debris per environmental guidelines. Disturbed areas will be stabilized daily to reduce possible erosion from tidal action. Log placement and beach nourishment to the west will be completed during this phase to the west and south as access dictates utilizing mats.

## **Excavation and Construction of East Rockery Return Wall:**

Once demolition is completed, excavation and construction of the east rockery wall will commence. Materials will be transported from the staging areas via the access corridor using low-impact equipment to minimize ground disturbance. The rockery wall will be constructed using a JD 135 excavator and a skid steer. Following the completion of the rockery wall, we will proceed with placing beach nourishment and anchored logs as necessary. Both east and west beach nourishment and log placement will occur during this phase. Work will occur on mats as needed.

### **Protection of Sensitive Estuarine Wetland Vegetation:**

To protect the existing vegetation, equipment will operate on wood mats to minimize ground disturbance and whenever possible, equipment will remain within the excavated areas.

### **Minimizing Upland Impacts:**

We will utilize approved staging areas and access corridors as specified in the plans and specifications while monitoring to ensure minimal impact to upland areas.

# NOTICE OF INVITATION FOR BIDS

## Lower Eld Bulkhead Removal Project #2024-01



### BID DEADLINE

Digital proposals shall be received by email, only at:

- [katrinka@thurstoncd.com](mailto:katrinka@thurstoncd.com) by **June 3, 2024 by 5pm**, Pacific Time.

### MANDATORY PRE-BID SITE VISIT

A **mandatory pre-bid** meeting will be held:

**May 24th, 2024**, at 12pm Pacific Time, at the project site.

- Attendance at the pre-bid meeting is mandatory to be eligible to submit a bid for this contract. Bids will not be accepted from any bidders absent from the mandatory site visit.

### SPECIAL CONSIDERATIONS

- Prevailing Wage: This project is subject to prevailing wage requirements per RCW 39.12.020.
- Award of this contract is contingent on final grant funding approval.
- The bidding and contracting procedures and conditions for this project are in compliance with WSDOT M41-10 Standard Specifications 1-02 and 1-03, with additions and amendments specific to the project.

### PLANS & SPECIFICATIONS

- Plans, specifications, addenda, proposal forms, bidders list, and plan holders list for this project are available through the **Thurston Conservation District** on-line plan room at BXWA. Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "Thurston Conservation District". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact **Builders Exchange of Washington** at [\(425\) 258-1303](tel:425-258-1303) should you require assistance.

# Lower Eld Bulkhead Removal Project

## *Project Description*

This restoration project involves the careful deconstruction and disposal of 98 linear feet of concrete and rock bulkhead and shoreline restoration on a residential property.

The scope of work includes the following main components:

- a. Site preparation, including surveying and staking, clearing and grubbing, tree and invasive plant removal, construction access and preparation of staging/stockpiling areas.
- b. Logs that will be incorporated into the restoration project are staged onsite and will need to be moved elsewhere onsite for site access.
- c. Erosion and pollution control setup, referring to Sheet 3 and associated notes
- d. Site demolition, including bulkhead and stem wall removal, and site debris removal
- e. Construct east rockery return wall; place boulders landward of existing west rockery return wall
- f. Site regrading and beach nourishment placement
- g. Install large wood anchors; place large wood logs
- h. Place boulders
- i. Final site cleanup and restoration
- j. Additive Item: Compost and mulch placement in planting area.

**Project Location:** 5821 Sunrise Beach Road NW, Olympia, WA 98502

**Engineer's Estimate:** \$70,000-\$100,000

## *Proposed Schedule*

Announcement	May 15 <sup>th</sup> , 2024
Pre-Bid Meeting on Site	May 24 <sup>th</sup> , 2024 at 12 pm
Questions Due	May 29 <sup>th</sup> , 2024
Question Responses	May 31 <sup>st</sup> , 2024
Bids Due	June 3 <sup>rd</sup> , 2024 at 5 pm
Notice of Award (estimated date)	June 7 <sup>th</sup> , 2024
Contracting Complete	June 25 <sup>th</sup> , 2024
Work Plan Submitted for review	July 5 <sup>th</sup> , 2024
Work Window	Between July 15 <sup>th</sup> and November 1st 2024
All Prevailing wage documentation due	December 1, 2024

## *Bid Evaluation Process*

The Bidder shall demonstrate to the satisfaction of Thurston Conservation District (TCD) that the

Bidder and their Subcontractors are qualified to perform the work under this Contract and therefore are a responsible Bidder. To be responsible, the Bidder, including the General Contractor and their Subcontractors, must demonstrate an appropriate level of experience, technical competence, and successful past performance of work. The information requested below will assist TCD in making such a determination.

In the event TCD finds the Bidder's qualification information lacking or if TCD determines that the Bidder, including the General Contractor and Subcontractors, are not qualified, TCD may reject the Bidder, meet with the Bidder, request additional information, and/or allow the Bidder opportunity to correct the deficiency by (1) providing additional information and/or (2) proposing other project personnel or Subcontractors, and/or take other appropriate measures. Timeliness of Contract Execution is critical to success of this project; therefore, TCD may give a Bidder limited or no opportunity and time to remedy a matter(s) of responsibility before rejecting the bid and going to the next low bidder.

TCD reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities and to contract as to the best interest of the Thurston Conservation District. Such decisions are in the sole discretion of TCD.

Bidder's communications regarding bid decisions must be submitted in writing to Katrinka Hibler at [katrinka@thurstoncd.com](mailto:katrinka@thurstoncd.com).

Minority and Women's Business Enterprises (MWBE) are encouraged to participate in the bidding as Prime Contractors, Subcontractors, or Suppliers.

Bidders on this work will be required to comply with Executive Order 11246 (Equal Employment Opportunity), the Davis-Bacon Act, the Copeland (Anti-Kickback) Act, the Contract Work Hours and Safety Standards Act, as explained in the Contract Documents, and all applicable state and local laws and regulations.

This is a Prevailing Wage project. In accordance with the provisions of Chapter 39.12 RCW, TCD has ascertained from the Labor Commissioner the general prevailing wage in the locality of the Project for each craft and type of workman, and the CONTRACT will contain in express terms the hourly and daily rate of such prevailing wage.

## QUESTIONS

Questions regarding this project should be submitted via email by **May 29th, 2024** to Katrinka Hibler, [katrinka@thurstoncd.com](mailto:katrinka@thurstoncd.com).

## *Required Bid Documents*

As part of the formal bid, the Bidder shall complete and submit the items listed below:

1. Bid Proposal (attached form)
  - a. Bidder Information
  - b. Bid Schedule
  - c. Signature
2. Mandatory Bidder Responsibility Checklist (attached form)
3. List of Completed Projects (attached form)
4. Supplemental Bidder Certification (attached form)
5. Mandatory Subcontractor Responsibility Checklist (attached form if applicable)
6. Bid Bond (attached form)
7. Key Personnel Qualifications (Submittal developed by Contractor in their own format from the guidance below)
8. Proposed Approach (Submittal developed by Contractor in their own format from the guidance provided below)

## *Guidance for preparation of "Key Personnel Qualifications" Submittal*

The Contractor is required to staff this project with a site superintendent and equipment operator with the following minimum experience:

1. Five years' experience with similar project work
2. Three shoreline restoration projects (marine shorelines preferred but freshwater shorelines are also acceptable)
3. Site Superintendent must have three projects within the past 5 years greater than \$50,000 each
4. Able to demonstrate how they managed to comply with erosion control and other permitting requirements.

Proof of the Contractor's ability to staff the project with the above described personnel shall be considered a qualification of this project.

Staff qualification information shall be submitted with the proposal in a clear, comprehensive, and concise manner.

## *Guidance for preparation of "Proposed Approach" Submittal*

Bidders are required to demonstrate the General Contractor's experience by providing general descriptions of the following. For any work to be performed by a Subcontractor, Bidder shall provide the same information.

1. General sequence, procedure, and necessary equipment for the construction of all parts of this project. Including proposed procedure and necessary equipment for:

- a. Maintaining continuous ingress/egress (access) to Tag Lane for neighboring properties.
- b. Ensuring emergency vehicle access on Tag Lane is never obstructed.
- c. Bulkhead demolition and other debris removal plan and disposal location.
- d. Transporting, stockpiling, and delivering materials to the shoreline.
- e. Management of stormwater, sediment, pollution, and erosion during work.
- f. Return wall construction.
- g. Protecting sensitive estuarine wetland vegetation from equipment/foot traffic.
- h. Beach nourishment placement.
- i. Minimizing equipment impacts to the upland and beach.

## BID PROPOSAL

**Project Name:** Lower Eld Bulkhead Removal Project #2024-01

**Bid Submittal Deadline:** June 3<sup>rd</sup>, 2024 at 5:00 P.M. Pacific Standard Time

**Attention:** Katrinka Hibler

**Submit to:** [Katrinka@thurstoncd.com](mailto:Katrinka@thurstoncd.com) with subject line that includes the name of the project and the contractor's name.

### GENERAL

Bids must be submitted digitally by the date and time listed above. A bid tabulation will be completed and will be available upon request.

### PROPOSAL

The undersigned Bidder hereby certifies that the Bidder has examined the location and construction details of work, is familiar with the local conditions at the place where the work is to be done, and has read and thoroughly understands the Project Documents governing the work and the method by which payment will be made for said work and hereby propose to undertake and complete the work in accordance with said Project Documents and that the Bidder will take in full payment therefore the sums set forth in the following Bid Schedule.

### BID CONDITIONS

It is expressly understood and agreed that the following Bid Schedule amounts are the basis for establishing the low bidder for award of the Contract. Measurement and Payment provisions are included in the special provisions.

This contract will be awarded on total cost basis in conjunction with other evaluation criteria as detailed in the bid package. Work Item costs shall include all labor, equipment, and materials needed to complete the work as described in the Statement of Work.

### BIDDER INFORMATION

Proper Name of Bidder:	
Contractor's License No.:	UBI No:
Mailing Address:	
Phone No:	Fax No:
Email:	

## Bid Schedule

Item #	Work Item	Unit	Qty	Unit Cost	Line Cost
1	Mobilization	LS	1		
2	Construction Surveying/Staking	LS	1		
3	Temporary Construction Access and Staging	LS	1		
4	TESC & SWPPP (incl. 44 LF Straw Wattle)	LS	1		
5	Clearing and Grubbing	LS	1		
6	Final Cleanup, Site Restoration	LS	1		
7	Tree Removal (6 trees)	LS	1		
8	Brick and Mortar Fireplace and Debris Removal (5 CY)	LS	1		
9	Concrete and Rock and Mortar Wall Removal (20 CY)	LS	1		
10	Excavation – Return Wall (61 CY)	LS	1		
11	Rock return Wall (12 LF) and Boulders (27 CY)	LS	1		
12	Beach Nourishment (165 Ton)	LS	1		
13	Large Log Placement (Total 5, 1 anchored)	LS	1		
14	Mulching for Construction	LS	1		
<b>Additive Items</b>					
A1	Compost (35 CY)	LS	1		
A2	Mulching for Planting (50 CY)	LS	1		
	Total Bid Amount (Main + Additive)				
	Thurston County sales tax (8.3%)				
	<b>Total Contract Bid</b>				

CY - Cubic Yard, LS - Lump Sum, TON = Ton (2000lbs)

Demolition material quantities shown in Bid Schedule are approximate, estimated based on available survey data and / or field observations. Quantities are provided for reference to the Contractor for bidding purposes.

### *Bid Guarantee Period*

I agree to hold this bid open for a period of **45 days** after the bid opening. If this bid is accepted, I agree to execute a Contract and/or Purchase Order with Thurston County Conservation District along with furnishing the required 5% bonding and insurances.

### *Required Bid Documents*

**Failure to provide any of the required bid documents will result in bid disqualifications (see page 4).**

### *INTENT TO PAY PREVAILING WAGES*

The undersigned hereby agrees to pay labor not less than the prevailing rate of wages set forth in the Special Provisions for this project.

## REFERENCES & QUALIFICATIONS

The undersigned understands that the Thurston Conservation District reserves the right to contact the references provided within this bid package to determine the manner and quality of work done. The Thurston Conservation District reserves the sole right to determine the adequacy of the experience and responsibility of any bidder based on information provided by the references and qualifications provided, and also reserves the right to deny award to the apparent low bidder based on this determination. The undersigned also certifies that there has been no collusion with or undue influence placed on the listed references to either falsify or withhold information regarding past work performance and business practices.

## NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

Initial to acknowledge receipt and consideration of bid addendums in preparing this bid Proposal:

Addendum 1: \_\_\_\_\_

Addendum 3: \_\_\_\_\_

Addendum 2: \_\_\_\_\_

Addendum 4: \_\_\_\_\_

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

Signature

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

\_\_\_\_\_  
Title

## MANDATORY BIDDER RESPONSIBILITY CHECKLIST

The following checklist will be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. **Bidders shall print a copy of the applicable documentation from the appropriate website to include with this checklist.** This form and associated documentation shall be submitted as part of the Bidder's Bid.

General Information	Bid Submittal Deadline: March 13, 2024
Project Name: <b>Lower Eld Bulkhead Removal Project</b>	Project Number: 2024-01

Bidder's Business Name:	
Contractor Registration:	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Current UBI Number:	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage</b> – Attach a copy of the Employer Liability Certificate that is available at: <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number:	
State Excise Tax Registration Number:	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Contractor Licenses:	
Bidder certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Further, the Bidder agrees not to enter into any arrangements or contracts related to this Contract with any party that is on the Excluded Parties List System, now maintained on the System for Award Management website at: <a href="https://www.sam.gov">https://www.sam.gov</a>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Name and Address of Registered Agent, General Partner, or Managing Member	
Name and Title:	Address:

## LIST OF COMPLETED PROJECTS

The Bidder shall demonstrate successful past experience and competence in managing at least three (3) construction projects within the last five (5) years that are similar in scope and complexity.

For the purposes of this section, projects that are "Similar in Scope and Complexity" have the following elements. Each of the following elements should be included in at least one of the three projects described.

1. Work involving permit requirements per WSDOT Standard Specifications 1-07.5 "Fish and Wildlife and Ecology regulations" and 1-07.6 "Permits and Licenses" through WDFW, USFWS, USACE, and WADOE including permits such as a 401, 404, and HPA
2. Large volume excavation (over 50 CY), segregation, sorting, and handling of gravels and soil.
3. Construction schedule dictated by permit conditions related to sensitive areas.
4. Water management through temporary erosion control measures around wetlands, shorelines, or floodplains.

The Bidder shall demonstrate the General Contractor's successful past experience and competence by submitting to the Owner the following information.

2. Identify at least three (3) completed contracts entered into and performed by the Bidder within the past 5 years that meet the Similar in Scope and Complexity elements. Projects for which the Bidder was a Subcontractor are not eligible under this criterion.
3. For each project, provide the name of the project, type of work completed, client name, contract start and end dates, contract value, and the name and telephone number of the Owner's project manager or other contact who can verify the Bidder's experience.

Project Name:					
Type of work Completed					
Client Name:					
Start Date:		End Date:		Contract Value:	
Contact Name:			Contact Phone #:		

Project Name:					
Type of work Completed					
Client Name:					
Start Date:		End Date:		Contract Value:	
Contact Name:			Contact Phone #:		

Project Name:					
Type of work Completed					
Client Name:					
Start Date:		End Date:		Contract Value:	
Contact Name:			Contact Phone #:		

Project Name:					
Type of work Completed					
Client Name:					
Start Date:		End Date:		Contract Value:	
Contact Name:			Contact Phone #:		

## SUPPLEMENTAL BIDDER CERTIFICATIONS

As part of the Supplemental Bidder Responsibility Criteria documentation, the Bidder shall complete all of the following Certifications by checking the appropriate boxes and signing the bottom portion of the form. If the Bidder has been involved in any of the described activities, then on a separate sheet, provide a written explanation as discussed below.

### Termination for Cause Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.
- Alternatively, the undersigned confirms that the Bidder has had any public works contracts terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

If the Bidder has had any public works contracts terminated for cause as discussed above, provide a written explanation for all contracts terminated for cause by identifying the Project contract which was terminated, the government agency which terminated the contract, the date of the termination, and a description of the circumstances surrounding the termination.

### Liquidated Damages Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.
- Alternatively, the undersigned confirms that the Bidder has been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

If the Bidder has been assessed liquidated damages as discussed above, provide a written explanation for all liquidated damages paid by identifying the Project, the government agency which assessed the liquidated damages, the amount of the liquidated damages, the date the liquidated damages were paid, and a description of the circumstances surrounding the assessment.

### Litigation Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not been a party as a plaintiff or defendant in any lawsuits, in Washington State superior or district court in the Puget Sound region (defined as King, Kitsap, Pierce, Snohomish, and Thurston Counties), U.S. District Court for the Western District of Washington, or tribal court, during the ten (10)-year period immediately preceding the bid submittal deadline for this Project, involving any issues relating to work done by the Bidder, which were resolved adversely to the Bidder through judgment or settlement. The undersigned also certifies that the Bidder has not been a party as a plaintiff or defendant in any lawsuits in any state, tribal, or federal court anywhere in the United States, during the ten (10)-year period immediately preceding the bid submittal deadline for this Project, involving any issues relating to work done by the Bidder, which

were resolved adversely to the Bidder through judgment or settlement.

- Alternatively, the undersigned confirms that the Bidder has been a party as a plaintiff or defendant in a lawsuit or lawsuits as noted above.

If the Bidder has been involved in litigation as discussed above, provide a written explanation for all lawsuits in which the Bidder has been involved in the preceding ten (10) years, identifying the parties, court, case number, status of case, and judgment and penalties, if appropriate.

Public Bidding Crimes Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- The undersigned certifies that the Bidder has not been convicted of a crime involving bidding on a public works contract.
- Alternatively, the undersigned confirms that the Bidder has been convicted of a crime involving bidding on a public works contract.

If the Bidder has been convicted of a public bidding crime as discussed above, provide a written explanation of the conviction(s) in which the Bidder was involved, identifying the parties, court, case number, status of case, and judgment and penalties, if appropriate.

_____	_____
Date	Proper Name of Bidder
	_____
	Signature
	_____
	Printed Name
	_____
	Title

**NOTES:**

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a Corporation, this proposal must be executed by its duly authorized officials.

## MANDATORY SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist may be used by Owners, Contractors, and Subcontractors in documenting that a Subcontractor of any tier meets the subcontractor responsibility criteria.

**Bidders shall print a copy of the applicable documentation from the appropriate website to include with this checklist.** This form and associated documentation shall be submitted as part of the Supplemental Bidder Responsibility Criteria.

General Information	
Project Name: Lower Eld Bulkhead Removal Project	Project Number: 2024-01

Subcontractor's Business Name:	
Subcontractor Registration:	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
Current UBI Number:	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage</b> – Attach a copy of the Employer Liability Certificate that is available at: <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number:	
State Excise Tax Registration Number:	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Contractor Licenses:	

Contractor and Plumber Infraction List:	
Is Subcontractor on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Not Disqualified from Bidding:	
Is the Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name and Address of Registered Agent, General Partner, or Managing Member	
Name and Title:	Address:

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

**BID BOND**

**KNOW ALL PARTIES BY THESE PRESENTS**, That we, \_\_\_\_\_

Of \_\_\_\_\_ as principal, and the \_\_\_\_\_

a corporation duly organized under the laws of the state of Washington, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the **Thurston Conservation District** in the full and penal sum of **five (5) percent to the total amount of the bid proposal** of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction, to wit:

**Lower Eld Bulkhead Removal Project #2024-01**

said bid and proposal, by reference thereto, being made a part hereof.

**NOW, THEREFORE**, If the said proposal bid by said principal be accepted and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the **Thurston Conservation District** within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

**IN TESTIMONY WHEREOF**, The principal and surety have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

(Principal)

---

(Surety)

---

(Attorney-in-fact)

## Construction Contract

**This contract**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, shall be the agreed basis of performing the following work by and between Thurston Conservation District, hereinafter referred to as the Owner, and \_\_\_\_\_ hereinafter referred to as the Contractor.

WITNESSETH: Whereas the parties hereto have covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled: **Lower Eld Bulkhead Removal Project**

SECOND: \_\_\_\_\_  
Time of Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by the date in the Proposed Schedule.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may charge actual costs to the Contract for any time over the agreed to completion date where work remains uncompleted, which sum is agreed upon as the liquidated damages which the Owner will sustain in case of the failure of the Contractor to complete the work in the time stipulated and this sum is not to be construed as in any sense a penalty.

THIRD: In consideration of the Performance of the Work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of \$ \_\_\_\_\_ plus 8.3% State Sales Tax consisting of the following:

BASE BID and TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

FOURTH: The unit prices are hereby accepted as per the SCHEDULE OF ITEMS

FIFTH: The Contractor agrees to hold harmless to the landowner and TCD from any liability associated from injuries or damages occurring to workers implementing the project to the extent allowed by law. Contractor shall waive the immunity provided to them under Washington Industrial Insurance Act for injured workers to the extent that damages or claims are asserted by the Contractor's workers against TCD, its agents and employees, or the landowner. Contractor will defend, indemnify, and hold harmless the TCD, its agents and employees, or the landowner to the extent that Contractor's workers assert damages or claims against TCD, its agents and employees, or the landowner. By executing this agreement, the Contractor has duly considered and accepted this condition.

SIXTH: The Contractor shall procure and shall maintain until final acceptance of the work, such Notice of Invitation for Bids

## Lower Eld Bulkhead Removal Project Thurston Conservation District

insurance as will protect the landowner, Thurston Conservation District, and its supervisors, director, agents, and employees, for claims arising out of or resulting from Contractor's work under this Contract Agreement, whether performed by the Contractor, or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. The Contractor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of the Contractor, TCE, Landowner and anyone else either is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations. The insurance required to be carried by the Contractor and any Subcontractors shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of insurance specified hereunder, the Conservation District's insurances shall be excess to Subcontractor's insurance.

The coverage provided under the Contractor's commercial general liability policy shall be written on an "occurrence" basis and no policy provisions shall restrict, reduce, limit, or otherwise impair contractual liability coverage or the Conservation District's status as additional insured.

Not less than five (5) days prior to commencement of the work and until final acceptance of the work, Contractor shall provide the Conservation District with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the Contract documents. Further, the Contractor shall provide the Conservation District thirty (30) days written notice of a change or cancellation in coverage.

The Contractor shall maintain no less than the limits specified in the Washington Department of Transportation's Standard Specifications for Road, Bridge, and Municipal construction M 41-10 Section 1-07.18 each of the following insurance coverages:

### 1-07.18(5) Required Insurance Policies

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage, with limits of \$3,000,000 per occurrence and per project in the aggregate for each policy period, which shall be written solely on a standard surety provided form. No other forms or exclusions shall be accepted, added, or amended to this policy. This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date. OCP Insurance shall not be subject to a deductible or contain provisions for a deductible, nor shall it provide for any language rendering it excess over any other coverage available to a named insured for the claims alleged.

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001, with minimum limits of \$3,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage must be on a primary and non-contributory basis only. Products and completed operations coverage shall be provided for a period of 3 years following Substantial Completion of the Work. At the discretion of the Contractor, the CGL may contain provisions for a deductible. If a deductible applies to any claim under this policy, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

## Lower Eld Bulkhead Removal Project Thurston Conservation District

3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the Work, with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence, with Thurston Conservation District, and the landowners named as an additional insured or designated insured in connection with the Contractor's performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy. At the discretion of the Contractor the Commercial Automobile Liability policy may contain provisions for a deductible. If a deductible applies to any claim under this policy, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

Additional insurance required if a watercraft or vessel is used:

### 1-07.18(1).10 Marine Liability

The Contractor shall provide, or caused to be maintained, marine protection and indemnity (P&I) insurance for all liabilities arising out of the operation of a watercraft or vessel used on the Project that is owned, leased or chartered by the Contractor or any Related Entity. The policy shall include, among other things, coverage for bodily injury, illness and/or loss of life to any person or crew member (including any and all claims arising pursuant to the Jones Act and LHWCA and claims for maintenance and cure), damage to cargo while loading, carrying or unloading cargo, damage to piers and docks, pollution liability, charterer's liability, and removal of wreckage as required by law. Such coverage shall have primary limits of not less than \$1,000,000 per occurrence, and excess limits of not less than \$2,000,000 shall be required in all cases where any watercraft or vessel is used on the Project that is owned, leased, or chartered by any Related Entity. Should the Contractor maintain, at any time during the period of the Project, coverage limits in excess of those required herein, then those additional coverage limits shall also apply to Thurston Conservation District, the landowners and the Indemnified Parties. This includes, at a minimum, any coverage limits provided under any risk financing program of any description, and whether such limits are primary, excess, contingent or otherwise. If any watercraft or vessels are leased or chartered with crew, evidence of non-owned watercraft liability insurance complying with the requirements of this Section will be acceptable but must be provided to Thurston Conservation District prior to use of the watercraft or vessel. The Indemnified Parties shall be additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any Related Entity, whether occurring on or off the Site.

SEVENTH: The venue for any legal action related or indirectly related to the project will be Thurston County Superior Court.

EIGHTH: Boundaries – Conservation District will supply the Contractor with a legal description of the property and/or stake or mark the work area. Contractor will confine operations to the work

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

area and any other area identified for parking and staging use.

NINTH: Labor and Material – The Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the construction of the project and shall keep the property free from liens and claims. However, no waiver or release of mechanic's lien given by Contractor or a Subcontractor shall be binding until all payments due to the Contractor under this Contract when the release was executed have been made. Contractor further acknowledges that the Indemnification Clause above applies to Subcontractor claims for payment, including liens, whether or not those claims have been asserted in formal litigation

TENTH: Concealed Conditions – If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor, such as rock, unexpected subsurface or soil conditions, unexpected water, hazardous materials, or other condition that differs materially from that which would be reasonably expected by a competent contractor in the trade, Contractor will call such conditions to the attention of Conservation District immediately, and the contract price and time for completion will be accordingly adjusted for any delay or extra work required to address the concealed condition. Unusually inclement weather is not a concealed condition under this clause.

ELEVENTH: Right to Stop Work – Conservation District shall have the right to stop work for any reason and may keep the job idle for no more than one month without an adjustment in Contract price. If the delay exceeds one month, Contractor shall have the right to renegotiate the price, and Conservation District shall have the right to terminate Contractor without additional payment if the negotiation does not result in a mutually agreeable price. Contractor shall be entitled to additional contract time equal to the length of any delay under this clause.

TWELFTH: Binding on Successors – All of the provisions of this Contract will be binding on the assignees, successors, parent companies, and subsidiary companies of both parties. If either party is acquired by a corporation through purchase, merger, or consolidation, the provisions of this Contract will be binding on the successor or surviving corporation.

THIRTEENTH: Invalidity – The invalidity of or unenforceability of any provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Further, both parties have negotiated, or have had the opportunity to negotiate, all the terms of the Contract.

FOURTEENTH: Amendments and Waivers – All amendments and other modifications of this Contract shall be in writing and signed by each of the parties. The delay or failure of any party to insist, in any one instance or more, upon strict performance of any of the terms or conditions of this Contract or to exercise any right hereunder shall not be construed as a waiver of any such terms, conditions or rights.

The contract documents include the special conditions which define the order of interpretation if conflicts are found. This provision can be found in Section 1-04.2.

Lower Eld Bulkhead Removal Project  
 Thurston Conservation District

The unit prices shall be utilized for any additive and deductive work within 20% of the TOTAL BID, INCLUDING SALES TAX. The unit price shall provide the Contractor with full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

IN WITNESS WHEREOF: Thurston Conservation District has caused this Contract to be subscribed in its behalf and the said Contractor has signed this Contract the day and year first above written.

Contractor:	Project Sponsor/Owner:
	<b>Thurston Conservation District (TCD)</b>
By:	By:
Title:	Title:
Date:	Date:
Washington State Contractors License No.:	
Federal Tax Id. No.	
UBI. No.	

## **AMENDMENTS AND SPECIAL PROVISIONS INTRODUCTION**

The Project shall be constructed in accordance with the *Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction Most Current Version* (WSDOT Standard Specifications) including revisions in following AMENDMENTS TO THE SPECIAL CONDITIONS. Additional specifications in the following sections describe items not covered by the WSDOT Standard Specifications.

### **GENERAL REQUIREMENTS AND AMENDMENTS TO THE STANDARD SPECIFICATIONS**

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references, which do not apply to this particular project.

The project specifications presented here as Special Provisions define work scope and minimum requirements associated with the implementation / construction of the proposed Eld Inlet Bulkhead Removal Project. The special provisions provided in the following sections supplement the WA Department of Transportation Standard Specifications listed below (referred to as WSDOT thereafter), with new, replaced, or modified requirements specific to this project.

WSDOT Specification: Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10), WA Department of Transportation, 2024.

This project specifications supplement and further explain design notes presented in Final Design Drawing Plan Set. They do not replace or modify design sheet notes.

In addition, Contractor shall refer to permit documents for all permitting conditions & constraints and all regulatory requirements.

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **1-01 DEFINITIONS AND TERMS – LOCAL AGENCY**

The following substitution of words shall prevail in the Standard Specifications:

Wherever the word “State” is used, it shall mean Owner.

Wherever the words “Department” or “Department of Transportation” are used, they shall mean Owner.

Wherever the words “Transportation Commission” are used, they shall mean the Board for the Owner.

Wherever the words “Secretary” or “Secretary of Transportation” are used, they shall mean the Director of the Board the Owner.

Wherever the words “State Treasurer” are used, they shall mean the Owner Accountant.

Wherever the words “State Auditor” are used, they shall mean the Owner Auditor.

Wherever the words “Motor Vehicle Fund” are used, they shall mean the Owner Project Fund.

Wherever, in the Contract, the specifications and other Contract documents, the following words and terms or pronouns in place of them are used, the meaning will be construed as follows:

Project: Eld Inlet Bulkhead Removal Project.

Board, Board of Directors: The elective body having authority over the Owner’s matters as provided by law.

Department, Public Works Department: The agent of the Board of Directors for the Owner for the administration of project work; the Executive Director.

Contracting Agency: Thurston Conservation District (TCD).

Consultant: Natural System Design + Coastal Geological Services, Inc. (NSD+CGS)

Project Manager: Project Manager from TCD, or PM assigned representative, acting directly for the Contracting Agency and Sponsor.

Engineer: TCD project engineer, or Engineer assigned representative, such as NSD+CGS Engineer.

Laboratory: The laboratory designated by the Engineer.

Contractor: Contactor awarded construction of project, including contractor’s subcontractor(s).

Landowner: Owner of the property.

Item of Work: For the purpose of this project, an item of work shall be considered a unit of work.

Contract Plans: Final design drawing plan set.

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

Sheet(s): Specific sheet(s) of final design drawing plan set.

**1-02 BID PROCEDURES AND CONDITIONS**

This section includes amendments and additions as presented in final form in the Notice of Invitation for Bids and special provisions below.

**1-02.7 Bid Deposit**

This section is revised to read:

If the proposal bid is accepted and the contract is awarded the Contractor shall furnish a 5 percent bond to the owner within a period of twenty (20) days from the date of award, exclusive of the day of such award.

**1-03 AWARD AND EXECUTION OF CONTRACT**

**1-03.1 Consideration of Bids**

This section is supplemented with the following:

The low bidder, for the purposes of evaluating bids and award, shall be the lowest responsive Bidder offering the lowest aggregate amount of the BASE BIDS, represented as the Total Bid on the Bid Form. A "NO BID" or "\$0" bid entered in the bid summary above for either of the Base Bids will result in disqualification of the bid. For the purposes of awarding this Contract, the Contract will be awarded to the lowest responsive Bidder meeting the qualification criteria in set forth in the Notice of Invitation to Bid. In addition, the Contracting Agency reserves the right to award the contract amount based on any or all of the bid items listed to restrict the contract amount to the funds available, and to reject any or all bids for any reason whatsoever and waive formalities as the interest of may be required.

**1-03.3 Execution of Contract**

This section is revised to read:

The bidder will return to the Owner a signed contract, insurance certificate(s) and bonds within five (5) days after receipt of contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within five (5) days after receipt of the contract, the Owner may terminate the award of the contract or award to the next bidder.

**1-03.4 Contract Bond**

Item 1 is revised to read:

1. Be on a standard surety provided form;

**1-04 SCOPE OF WORK**

**1-04.1 Intent of the Contract**

Include as written.

**1-04.2 Coordination of Contract Documents, Plans, Special Provisions Specifications and Addenda**

Include as written.

**1-04.4 Changes**

This section is supplemented with the following:

If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor.

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

1. Due to the short and critical duration of this type of project, Contractor shall submit a Change Order proposal within 24 hours of the request from Owner, or within such other period as mutually agreed.
2. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in Work.
3. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with the Contractor.
4. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
5. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall reflect full payment and final settlement of all claims for time and for direct, indirect and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
6. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to the Owner within 24 hours of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have knowledge of the event giving rise to the request. If the Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify the Owner and begin to keep and maintain complete, accurate and specific daily records. Contractor shall give the Owner access to any such records and, if requested, shall promptly furnish copies of such records to Owner.
7. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 24 hours before Contractor's written notice to the Owner. The written notice shall set forth, at a minimum, a description of:  
The event giving rise to the request for an equitable adjustment in the Contract Sum;  
The nature of the impacts to Contractor and Subcontractors, if any; and,  
To the extent possible, the amount of the adjustment in Contract Sum requested.
8. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
9. When the request for compensation relates to a delay or other change in Contract Time, Contractor shall demonstrate the impact on the critical path of the schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event:
  - a. Had specific impact on the critical path and, except in case of concurrent delay, was the

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

sole cause of such impact; and

b. Could not have been avoided by re-sequencing of the Work or other reasonable alternatives.

**1-04.5 through 1-04.11 Procedure and Protest to Final Cleanup**

Include as written.

**6-24 CONTROL OF WORK**

**1-05.1 and 1-05.2 Authority of the Engineer, Project Manager, Assistants and Inspectors**

Include as written.

**1-05.3 Plans and Working Drawings**

This section is supplemented with the following:

The Contractor shall keep a hard copy of the Contract Plans and Specifications on site at all times.

These documents shall be provided to the Engineer on site at their request by the Contractor.

These drawings should clearly note any deviations from the Contract Plans that have been approved by the Engineer.

**1-05.4 Conformity with and Deviation from Plans and Stakes**

This section is replaced with the following:

The Contractor shall provide all surveying required to complete the project. The Contractor shall be responsible for setting, maintaining, and resetting all stakes and other markers as needed for the Work. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. All monuments and existing property corners shall be protected. In the event that a monument or property corner is damaged or disturbed, a PLS will be required to reset those points at the contractor's expense.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The surveying, staking and marking work shall include but not be limited to the following:

1. Primary and Secondary Control: Verify and use the primary horizontal and vertical control furnished by the Contracting Agency and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include horizontal coordinates, station, offset and elevations of all secondary control points. Provide the Contracting Agency an electronic copy of the secondary control points and lines. Vertical secondary control shall be established using spirit and laser levels, not a GPS system.
2. The Contractor shall stake clearing limits and centerline stationing one week prior to commencement of on-site construction activities. The Contractor shall allow for at least two working days for the Engineer to approve the layout after staking. The Contractor shall assume full responsibility for control of work based on their own stakes and marks, regardless of Engineer's review and approval. The Contractor is required to participate in a pre-construction site walk-through with the Project Manager and Engineer.

Stake setting or marking shall include but not be limited to:

- a. Construction access, staging and stacking areas

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

- b. Crossing and elevation of the five cross sections
  - c. The new rock wall alignment
  - d. Beach access path
  - e. Beach nourishment grades and boundaries
  - f. Staking of Saltgrass areas to prevent impacts
3. Clearing Limits: Clearing limits shall be marked at major angle points to define the areas to be cleared prior to the start of work.
  4. Establish temporary staking and layout as required to adequately locate, construct, and verify the placement of beach nourishment material as defined in Division 8.
  5. Monuments: The Contractor shall be responsible for locating and preserving existing monuments within the right-of-way, which shall include existing property corners on the right-of-way lines. The Contractor shall maintain a complete and accurate reference of all survey markers, monuments, property corners, on this project. The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans. All monuments shall be protected throughout the length of the project or be replaced at the Contractor's expense, unless marked on the Plans as to be removed and reset. In the event the Contractor disturbs or destroys any survey marker during the course of construction, not indicated to be removed/replaced on the Plans, the Contractor shall bear all costs of survey, resetting, legal claims, and filing state forms.

The Contractor shall establish all surveyed points by placing hubs and tacks with marked stakes in unpaved areas or P.K. nails with painted markings in paved areas. All surveying stakes shall be marked in accordance with WSDOT Standard Plan A-10.10-00.

The Contractor shall ensure surveying accuracy within the following tolerances:

	<b>Vertical</b>	<b>Horizontal</b>
Ground Shots, Survey Stakes, Top of Beach Nourishment Ground Shots, Work Area Limits, and other miscellaneous survey points	±0.1 foot	±0.5 foot

The Contracting Agency may spot-check the Contractor's surveying at any time during the Work as part of progress inspection. These spot-checks shall not change the requirements for accuracy by the Contractor.

If errors are found, or the Engineer determines that the Contractor's surveying means and methods are insufficient for the project or do not meet accuracy requirements, the Contractor shall correct the errors and/or resolve insufficiencies, which may include removal and replacement of incorrectly installed improvements. All costs incurred to correct or complete the Work shall be at the Contractor's expense, in accordance with Section 1-05.7.

**1-05.4 Tolerances**

Material thickness tolerance for placement of Beach Nourishment Material is discussed in section 8-26.4. Contractor's means and methods shall be sufficient to determine thickness of placed material to the satisfaction of the Engineer.

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

**1-05.8 Contractor Work Plan**

*Replacement*

Not later than seven (7) days prior to the scheduled start of construction, the Contractor shall submit a written Construction Work Plan in electronic format. No physical work is to be performed at the site until the Construction Work Plan is reviewed and approved by the Contracting Agency and Landowner. A preliminary draft of this document is to be prepared and submitted with the bid proposal. The Construction Work Plan shall include, at a minimum:

1. A list of construction personnel and the supervisory chain of responsibility.
2. A list of equipment including model to be used on the site.
3. Work implementation procedures, and sequence, and estimated schedule, including construction access, temporary staging, material stockpiling, and water management.
4. Survey plan including the proposed means methods for staking and control work.
5. TESC plan detailing BMPs and materials required to ensure that runoff and erosion are prevented during the Work (See Section 8-01).
6. Environmental protection plan detailing BMPs and materials required to protect the environment from spills.
7. Materials requirements as detailed in Section 9. All imported and salvaged materials to be installed or placed for the project shall be pre-approved by the Engineer prior to construction. For imported materials, specification sheets, gradation sheets / reports, sample materials and/or scaled material photos (with a tape measure placed by the side for reference) shall be submitted and reviewed prior to large quantity shipment to the project site.
8. Manufacturer's technical information for all items used on this project.
9. Documentation from the Contractor provided disposal site demonstrating that clearing and grubbing wastes, debris and rubbish to be removed including a cut wood pile, and Contractor rubbish material from the Work is approved for disposal at that facility.
10. Declaration that the Contractor shall be responsible for the safety of construction operations and personnel on the job site and during transit to/from the job site, and that the Contractor shall maintain a site-specific health and safety plan with a physical copy of the plan on site at all times.
11. Documentation that biodegradable hydraulic fluid is in use in equipment to be used below OHWM.
12. Other information as required by these specifications.

Work will not begin until the Construction Work Plan is reviewed and approved by the Contracting Agency. Approval of the Construction Work Plan does not guarantee final acceptance of the Work. The work plan, especially work progress status and schedule revisions shall be updated and reported weekly to the Contracting Agency. In case of any schedule changes PM and Engineer shall be informed at least 48 hours in advance.

**1-05.16 Contractor Surveys**

*Replacement*

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

Contractor shall be responsible for performing surveying for use in approval of the Work within tolerances for completion of all project elements and in particular Bid Item 11- Rock Return Wall and 12 – Beach Nourishment. Progress and spot check surveys for use in placement of the Return Wall and Beach Nourishment material to the tolerances and locations as shown on the drawings. Prior to the start of Work and in accordance with the Contract Documents, Contracting Agency shall provide engineering survey information and reference points for vertical and horizontal control which in its judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of Client.

**1-05.17 Measurement**

The measurement for payment shall be Lump Sum.

**1-05.18 Payment**

The Contract Price per lump sum for Bid Item 2, **Construction Surveying/Staking**, shall be full compensation for all labor, material, tools, equipment, and incidentals necessary to satisfactorily complete the Work as defined in Division 1 of these Special Provisions and the Standard Specification.

**1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

**1-07.1 Laws to be observed**

Include as written.

**1-07.2 State Taxes**

Delete 1-07.2(1) and 1-07.2(2) and replace with the following:

The total bid amount shall include Washington State Sales Tax (WSST) as a line item. All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments according to the percent of completion. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

[Note: Contractor must bond for contract amount plus the WSST.]

**1-07.5 Environmental Regulations**

**1-07.5(1) General**

This section is supplemented with the following:

The Contracting Agency has an HPA and USACE permit(attached).

This specification section describes requirements originating from the Washington Department of Fish and Wildlife (WDFW), U.S. Fish & Wildlife Service (USFWS) and U.S. Army Corps of Engineers (ACOE) whose collective responsibility in this case is to make sure aquatic resources and fish communities are adequately protected during construction projects.

The Contractor is advised that many of the requirements for protection of fish life, water quality, etc., are shown on the drawings and described in Division 8. Some other agency requirements are reflected in specifications and/or drawings related to site clearing, excavation limits, re-vegetation, etc.

As required by the permitting agencies, a forage fish survey will be completed by the Contracting Agency within 72 hours of the planned start of work below the Ordinary High Water Mark (OHWM) as advised by the contractor. The contractor shall inform the Contracting Agency at least 7 days in advance of the start date. The Contractor is required to complete all beach work or work

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

requiring equipment beach access below OHWM within two weeks after the forage fish survey. If forage fish eggs are found, the project will be delayed as described in the permits. A change order will not be accepted for this delay.

**1-07.5(2) State Department of Fish and Wildlife**

This section is supplemented with the following:

1. Prepare a Spill Prevention Kit. Oil absorbent pads, in-water spill boom, and personnel trained in spill prevention and control will be on site during all heavy equipment operations.
2. Inspect heavy equipment at least daily for any leaks of petroleum products. Repair as needed.
3. Heavy equipment must be pressure washed to be visibly free of all soil before shipping to the project site.
4. Emergency spill response plan, including strategies to contain fluids if a hydraulic line is broken.
5. Use biodegradable hydraulic fluid for equipment operated on the beach per HPA requirements.

**1-07.6 Permits and Licenses**

This section is amended with the following:

The Project Manager shall be responsible for obtaining all environmental permits required for construction, excluding business licenses and permits required for the Contractor's business. The Contractor shall be given a copy of the HPA, Army Corps Permit and any other applicable permits. The Contractor shall comply with all permit requirements and keep a copy of the permits on site at all times.

**1-07.7(2) Load Limit Restrictions**

Include as written.

**1-07.8 High Visibility Apparel**

Include as written.

**1-07.9 Wages**

Include as written.

**1-07.16 Protection and Restoration of Property**

Include as written.

**1-07.17 Utilities and Similar Facilities**

Include as written.

**1-07.18 Public Liability and Property Damage Insurance**

Include as written.

**1-07.19 through 1-07.27 Gratuities to No Waiver of State's Legal Rights**

Include as written.

**1-08 PROSECUTION AND PROGRESS**

**1-08.1 through 1-08.2 Subcontracting and Assignment**

Include as written.

**1-08.4 Prosecution of Work**

Include as written.

**1-08.5 Times for Completion**

This section is revised to read:

The Contractor shall accomplish all work by the dates shown on the Project Schedule. The

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

Contractor may work beyond normal business hours as approved by the Engineer.

**1-08.6 through 1-0.8 Suspension of Work to Extensions of Time**

Include as written.

**1-08.9 Liquidated Damages**

Include as written.

**1-08.10 Termination of Contract**

Include as written.

**1-09 MEASUREMENT AND PAYMENT**

Include as written.

**1-09.7 Mobilization**

Include as written.

**1-11 SAFETY PRECAUTIONS**

This section is added:

1. Contractor shall be responsible for initiating, maintaining, and supervising all aspects of safety precautions and programs involved with the project.
2. Contractor shall be responsible for verifying that slope conditions are safe at all times while conducting their work in line with the drawings, specifications and permit conditions.
3. Contractor shall maintain a comprehensive health and safety plan and keep a physical printed copy of the site-specific plan on site at all times. The Engineer may request to review this plan at any time during the project.
4. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with chapter 296-800 WAC and all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
5. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or Contractor shall immediately report any such incident to Owner and appropriate jurisdictions. The Owner shall, at all times, have a right of access to all records of exposure.
6. All work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
7. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if authorized or instructed.
8. Nothing provided in this section shall be construed as imposing any duty upon the Owner

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions relation to employees or agents of the Contractor or any of its Subcontractors, or the public.

## **DIVISION 2 – EARTHWORK**

### **2-01.2 Disposal of Usable Material and Debris**

*Replacement:*

All debris removed from site during clearing and grubbing shall be disposed of at a qualifying waste site as stated in the Construction Work Plan. No materials removed from the site shall be re-used by the Contractor for other purposes. Clean/native sediment from return wall excavation will be reused on site at the Engineer's direction.

No waste site has been provided for the disposal of clearing and grubbing debris. Disposal of clearing and grubbing debris in a Contractor-provided waste site shall meet the requirements of Section 2-03.3(7) C.

### **2-01.3 Construction Requirements**

*Supplement:*

Removal and trimming of non-native upland vegetation, as needed, to allow mechanical equipment to reach slope and remove the bulkhead and other debris along the shoreline. All areas where regrading, removal of the bulkhead or removal of debris are occurring, shall be cleared and grubbed per the standard specification prior to removal and regrading activities. No disposal of clearing and grubbing material shall occur onsite.

### **2-01.4 Measurement**

*Replacement:*

The measurement for payment shall be lump sum.

### **2-01.5 Payment**

*Replacement:*

Payment will be made in accordance with Section 1-04.1 for contract price per lump sum for Bid Item 5, **Clearing and Grubbing**, shall be full compensation for all labor, material, tools, equipment, and incidentals including hauling and disposal necessary to complete the Work as specified in this contract.

## **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

### **2-02.1 Description**

*Supplement:*

The Contractor shall remove and dispose of items as shown and noted in the Contract Plans or these Special Provisions. The Contractor shall dispose of all items in accordance with current Federal, State, and local regulations and provisions, and following Best Management Practices. This work shall consist of removal, wholly or in part, and satisfactory disposal of any obstructions, as shown on Contract Plans or as directed by the Engineer.

The Work described in this section includes the following:

1. General Demolition, Removal, and Disposal
  - a. Debris and rubbish found in the project work area.
  - b. Trees to be cut down and placed on site
  - c. Bulkhead structures and construction debris
  - d. Ivy detached from the slope during debris removal
2. Minor regrading, per Contract Plans or as needed, of the backfill material and slope.

### **2-02.3 Construction Requirements**

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

**Supplement:**

**General Requirements**

The Contractor shall protect existing property line stakes, adjacent private property, all utilities, overhanging trees, native beach substrate, and beach vegetation. Any damage due to the Contractor's operations to the portions of the existing facilities which are to remain in place shall be repaired by the Contractor at no cost to the Contracting Agency. All repairs shall be approved by the Engineer at the time repairs are complete. All debris or deleterious material resulting from construction shall be removed from the shore area and prevented from entering the water.

**Tree Removal**

The Contractor shall cut the 6 identified trees (to be further confirmed and marked on site before the pre-bid meeting) and place the trunks on the slope along the contour above 18 foot elevation at the direction of the Engineer. Some branches may be removed to allow the trunks to contact the ground.

**Brick & Mortar Fireplace & Debris Removal**

The Contractor shall remove and dispose of all parts of the Brick and Mortar Fireplace as well as foreign debris on the wooded slope above the beach. Contractor shall protect the Shed at adjacent property while removing the debris. Contractor means and methods for demolition of the fireplace shall be described in the Construction Work Plan.

**Concrete & Rock Mortar Wall Removal**

The Contractor shall remove and dispose of all parts of the bulkhead concrete, rocks or other artificial debris or fill excluding natural soils, gravels and cobbles. Contractor means and methods for demolition of the bulkhead shall be described in the Construction Work Plan. The Contractor shall use care when deconstructing the bulkhead for safety concerns and also slope stability concerns. The Contractor is responsible for monitoring the slopes during the bulkhead removal.

**Excavation – for Return Wall Keyway**

The Contractor shall prepare the excavation for the return wall installation. Contractor means and methods for excavation and bank protection shall be described in the Construction Work Plan. Excavation shall follow this guidance:

- A. Bank cut slopes shown on section detail (Sheet 6) are illustrative. Bank excavation shall minimize soil disturbance and ensure bank stability while and after excavating the bank.
- B. The contractor shall request for Engineer's oversight prior to the start of the eastern bank and keyway excavation. The Engineer may call for temporary shoring or other slope stabilization measures based on observed soil conditions at the site and the stability assessment of the shed structure and its foundation.
- C. Excavate a keyway (trench) to the design grade and width as indicated on Sections E and E1 (Sheet 6) for base rock installation. Avoid over excavation below required grade or beyond extents necessary. Avoid unnecessary earth disturbance in the surroundings.
- D. Thoroughly compact the keyway base with a hand-held soil compactor or with excavator bucket.
- E. The subgrade below base rock should slope approximately 3-5% both eastward and landward as indicated on Rockery Wall Detail 3, Sheet 7.

**Removal of Debris**

## Lower Eld Bulkhead Removal Project Thurston Conservation District

The Contractor shall remove and dispose of all foreign material shown on the Contract Plans and encountered during the course of demolition work. The Work also includes removal of any other miscellaneous man-made debris within the designated work limits. Ivy pieces broken off during construction or overhanging the regrading area shall be disposed of offsite. The Contractor shall dispose of all debris and material obtained from the demolition work in accordance with Section 2.02.3 of the Standard Specifications. Reuse of materials obtained from demolition work activities will not be allowed, except for the excavated native bank sediment (per engineer's approval). The bottom of the demolition work areas shall be free of all debris and backfilled and consolidated prior to placement of any Beach Nourishment.

Protect in place existing native vegetation during the retrieval of debris in areas noted on the Contract Plans. If it is necessary to use large equipment below the MHHW line, the equipment must use large timber mats or other approved means to distribute the weight and reduce impacts of equipment tracks on soil structure and beach vegetation. Large equipment may not cross or impact salt marsh/beach grass vegetation.

### ***Minor Regrading of the Backshore Slope***

Post-removal of debris, natural materials such as native sandy and gravelly bank sediments shall remain in place on the upper elevations of the beach. The Contractor shall regrade these materials per Contract Plans or at the direction of the engineer to develop a continuous surface connecting the existing beach grade to the uplands. Archaeological, historical, or cultural objects are not anticipated to be encountered during construction of the project. If these items are encountered, immediately stop all work activities, and notify the Engineer.

### **2-02.4 Measurement**

#### ***Replacement:***

Measurement for payment shall be lump sum.

### **2-02.5 Payment**

The Contract Price per lump sum for Bid Items 7 **Tree Removal**, 8 **Brick & Mortar Fireplace & Debris Removal**, 9 **Concrete and Rock Mortar Wall Removal**, 10 **Excavation – Return Wall Keyway**, shall be full compensation for all labor, materials, tools, disposal, and equipment necessary to complete the work as specified in this contract and in the Contract Plans.

## **DIVISION 6 – STRUCTURES**

### **6-23 Rock Return Wall**

This section is added.

#### **6-23.1 Description**

Large angular granite rock shall be used to construct a return wall. Installation is to be completed as described in the Contract Plans. Site preparation is covered by Bid Item 10 Excavation – Return Wall Keyway. The Contractor will be responsible for site preparation and installation including any labor, equipment, materials, or supplies required for installation as described in the Contract Plans, Sheet 7 Detail 3.

The Contractor shall follow this construction guidance:

#### **Geotextile Installation**

- A. Install geotextile as indicated in the rockery return wall Detail 3 on Sheet 7, and in

## Lower Eld Bulkhead Removal Project Thurston Conservation District

accordance with the manufacturer's instructions.

- B. Place geotextile on smooth graded surface, and in immediate contact with the prepared surface such that there are no void spaces underneath, and that it will not be excessively stretched or torn.
- C. Place geotextile in cross-bank direction (from shore to the beach); join geotextile sheets by overlapping at least 2 to 3 feet.
- D. Anchor the geotextile on the top and on slopes using anchor pins recommended by the manufacturer.

### Placement of Base Filter Layer

- A. Place imported quarry spalls to form an approximately 1 FT thickness base filter layer as a foundation for installing base course rock. The Engineer will oversee the base preparation and inspect the ground condition to determine any adjustment to the filter layer thickness.
- B. Compact the placed quarry spalls with excavator bucket until a non-yielding surface is achieved.
- C. Maintain approximately 3% slope landward at the finished base grade for increased rock wall stability. No overhang is allowed.
- D. For a wall section with a sloped base, the quarry spalls base shall be adjusted locally to near flat longitudinally while placing each base rock so that each rock sits straight.

### Rock Wall Rock Placement

- A. Rock wall shall be constructed with a batter of approximately 1:5 (horizontal: vertical) per design sheets 7, with relatively smooth wall face and gradually transitioning design crest elevations as defined on Sheet 6.
- B. Each base course rock shall be pressed/consolidated to achieve full contact with the filter rock at the base.
- C. Each rock shall be placed bearing one another with neighboring rocks as tightly as possible, with no full gap, and minimum gaps and voids. A minimum of 3-point contact and good interlock are required. To achieve that, rock selection and placing orientation based on its size and shape are critical.
- D. Also "chinking" with small rock may be applied to provide necessary additional point of support. The chinking rock should be secured by large rock, and immovable by hand.
- E. For wall stability, each top course rock shall slope down slightly landward at 3%-5% at its base. This slope is most critical for cap rock stability.
- F. Each rock shall have sufficient width to achieve the design wall thickness. Single rock depth shall not be short of the design thickness by more than 6 inches.
- G. Rock that is narrower than the design thickness of the wall shall bear on at least two rocks of the lower course to avoid continuous vertical voids. Front bearing points shall be no more than 6 inches behind the adjacent rock face.
- H. Undersized rocks shall only be occasionally used and evenly distributed over the wall face. No more than two small rocks shall be allowed lining together.
- I. Voids greater than 6 inches in any linear dimension shall not be permitted. Where such voids cannot be reasonably avoided by rock selection or careful placement, these voids shall be filled with small size armor rock or large quarry spalls to prevent any loss/escape of backfill rock. Properly secure and protect exposed bank backfill materials from wave impact

## Lower Eld Bulkhead Removal Project Thurston Conservation District

and wave erosion as wall construction is in progress.

### Rock Wall Backfill

- A. Backfill shall follow the completion of no more than two courses (tiers) of rock wall stacking until the finished grade shown in drawings is achieved. Always inspect the rock stacking to satisfaction before backfilling the wall. Backfill shall progress at each layer-lift with approximately 2 FT in thickness.
- B. Inspect and manually place large spalls rock behind large wall holes or voids as necessary to prevent backfill rock from escaping the wall holes.
- C. Compact each lift thoroughly with excavator bucket before placing the next lift. Continuing this backfill process as rock wall is stacking higher until the design crest elevation is reached.

Fill the keyway (trench) in front of wall with excavated sediments and consolidate it to the existing beach grade before placing beach nourishment materials

### **6-23.2 Materials**

Contractor shall furnish all materials and equipment necessary for installation of the rock return wall. Refer to Section 9 for material specifications, including large granite quarry rock, quarry spalls (granite spalls not required), and geotextiles.

### **6-23.3 Construction Requirements**

Complete return wall installation based on the design drawing. The Contractor shall follow guidelines (industry standards) as presented in "Rock Wall Construction Guidelines, by Associated Rockery Contractors" and "Rockery Design and Construction Guidelines, by FHWA-CFL/TD-06-006 (2006)" for constructing the return wall.

### **6-23.4 Measurement**

Measurement for this item shall be lump sum.

### **6-23.5 Payment**

The Contract Price per lump sum for Bid Item 11 **Rock Return Wall (12LF) and Boulders**, shall be full compensation for all labor, materials, tools, and equipment necessary to complete the work as specified in this contract.

## **6-24 Large Log Placement**

This section is added.

### **6-24.1 Description**

Contractor shall furnish all materials and equipment necessary for installation of large logs at the top of the beach. Installation shall be completed as shown in the Contract Plans, and at the direction of the Engineer. The Contractor will be responsible for site preparation including trenching and gravel bedding, and for log installation per construction requirements presented in 6-24.3.

### **6-24.2 Materials**

The logs for this item are provided and already stored on site.

### **6-24.3 Construction Requirements**

Complete four large log installation based on the Contract Plans, one of which shall be anchored.

- A. Logs shall be cut to the approximate length or slightly longer and placed at locations and orientations in accordance with Sheet 6.
- B. All logs shall be placed partially imbedded into the beach grade, at approximately 1/3 of their

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

diameter.

C. The largest log on the east end shall have a diameter of no less than 36 inches and shall be installed with two Manta Ray MR-1 Anchors paired with two 7-foot-long galvanized Anchor Rods (J5727) and connected to log hardware assemblies (Sheet 7 Detail 1). The anchors shall be driven down to a depth of 7 feet using a jack hammer or other conventional hydraulic equipment. Anchor installation shall follow manufacturer's "Maclean Manta Ray Installation Guide".

A fifth log is stored on site and shall be placed in the uplands at the Engineer's direction.

**6-24.4 Measurement**

Measurement for this item shall be lump sum.

**6-24.5 Payment**

The Contract Price per lump sum for Bid Item 13, **Large Log Placement (5 total, 1 anchored)**, shall be full compensation for all labor, materials, tools, and equipment necessary to complete the work as specified in this contract.

**DIVISION 8 – MISCELLANEOUS CONSTRUCTION**

**8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

**8-01.1 Description**

Include as written.

**8-01.3(1) General**

This section supplemented with the following:

The Contractor shall be aware of the potential for erosion, and silt entrained from the exposed ground after removal of the bulkhead and other debris. The Contractor shall control the potential for erosion of freshly exposed soils and regraded surfaces.

The Contractor shall implement TSEC and SWPPP plans in accordance with Sheet 3 plans and follow Erosion and Pollution Control Notes on Sheet 3 as minimum and general requirements. In anticipation of rain events, the Contractor shall be prepared to install straw wattles (BMP C235) per Contract Plans, with approval from the Engineer. It is the Contractor's responsibility to install and maintain BMPs as necessary to prevent siltation and silt-laden waters from entering tidal waters and comply with all applicable permit regulations for surface water quality standards.

**Bid Item 3 - Construction Access Road and Staging/Stockpiling Areas**

- A. Cover the new forest portion of the construction access road (from the upper staging area to the lower stockpiling area) with 3-4 inches of mulch.
- B. Mulch depth shall be maintained throughout the construction period. Retain the mulch in place after completion of the project for landscaping use.
- C. Depending on site soil conditions (wetness and clay content), the Contractor shall decide whether stabilized construction entrance/exit is needed to comply with Erosion Control and Water Pollution Control requirements.
- D. For stockpiling imported quarry spalls, beach gravel and gravelly sand, proper liners shall be placed beneath the stockpiles to prevent construction materials being mixed with dissimilar materials. Proper liners are also required for stockpiling field debris and construction waste.
- E. Any other BMP's required to provide site access and delivery of materials to the project and

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

reduce impacts to the slopes.

**Measurement**

Measurement for this item shall be lump sum.

**Payment**

Payment will be made for Bid Item 3, **Construction Access Road and Staging/Stockpiling Areas**, as per the bid list. The lump sum payment shall be full compensation for all installing, monitoring, maintaining and restoration of the site. No additional payments will be made.

**8-01.3(2) Water Management**

This section is modified as follows:

In performing work near the water, the Contractor shall pay particular attention to the conditions of issued permits and authorizations requiring the minimization of turbidity and siltation and adherence to water quality requirements. All work shall be scheduled and performed in a manner appropriate to the conditions of the HPA and other relevant permits.

All excavation shall be done "in the dry," meaning that no excavation shall occur where tidal levels are equal to or higher than the elevation of the work being performed at that time. If there are waves during the time of work, the Contractor must perform all work above the highest elevation that the waves are reaching on the beach.

The Contractor shall clean up each portion of the site immediately after construction is completed in that area. Cleanup shall be in compliance with 1-04.11 Final Cleanup. In addition, any disturbed surfaces shall be restored to pre-construction conditions after completion of the work.

**8-01.4 Measurement**

Measurement for this item shall be lump sum.

**8-01.5 Payment**

Payment will be made for Bid Item 4, **TESC & SWPPP (incl. 44 LF SW)**, as per the bid list. The lump sum payment shall be full compensation for all installing, monitoring, maintaining and removal of all erosion and water pollution control features and BMPs.

**8-01.3(2) Mulching**

This section is modified as follows:

**Mulch for Construction:** Mulch shall be used to reduce impacts to the upland work area during construction. Mulch shall be a wood strand mulch product as described in section 9.14 and placed 3 to 4 inches deep. Mulch depth shall be maintained throughout the construction period. At completion of the project and with approval of the Engineer, work area mulch may be reused to provide mulch for the Planting Area 2 above the placed logs.

**Mulch for Planting:** The entire Zone 2 planting area shall be mulched at the completion of the project. Mulch must be applied with a blower truck to minimize impacts to the planting area soils.

**8-01.4 Measurement**

Measurement for this item shall be lump sum.

**8-01.5 Payment**

Payment will be made for **Bid Item 14 Mulch for Construction** and **A2 Mulch for Planting**, as per the bid list. The lump sum payment shall be full compensation for all labor and materials required.

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

**8-02.3(5)C Planting Area Preparation**

This section is replaced with:

Areas impacted by construction shall be de-compacted leaving no holes or mounds over 3 inches in height. Areas protected/fenced off from construction impacts shall not be touched by heavy equipment during compost or mulch placement.

35 cubic yards of compost meeting **9-14.5(8) Compost** standards shall be blown on to "Planting Area 2" as shown on sheet the titled "Restoration Planting Plan: Proposed Conditions". Compost application and depth shall be uniform. The design depth is 3 inches.

50 CY of mulch for planting area shall be blown in place once compost application is complete. Mulch application and depth shall be uniform. The design depth is 4 inches.

**8-02.4 Measurement**

Measurement for this item shall be lump sum.

**8-02.5 Payment**

Payment will be made for **Bid Item A1 Compost for Planting**, as per the bid list. The lump sum payment shall be full compensation for all labor and materials required.

This section has been added:

**8-26 BEACH NOURISHMENT**

**8-26.1 Description**

The work described in this section includes supply and placement of Beach Nourishment materials uniformly within specified areas as shown in the Contract Plans .

**8-26.2 Materials**

Beach Nourishment materials consisting of two aggregates, 45 tons of beach gravel mix and 120 tons of gravelly sand (WDFW fish mix substrates) shall meet the requirements of Section 9-03.22,

**Beach Nourishment Materials.**

**8-26.3 Construction Requirements**

The Beach Nourishment materials shall be placed in the prepared area in accordance with the Contract Plans or as directed by the Engineer. Areas to receive Beach Nourishment shall have all demolition and minor regrading work completed prior to placement of new Beach Nourishment materials.

The beach gravel mix shall first be used as the bedding layer for the anchored large log, and potentially for unanchored logs as well. The beach gravel is also meant to be used for repairing and nourishing beach areas waterward of the proposed beach planting zone (Planting Zone 1), such as filling the depressions. The beach gravel may be mixed with excavated native bank soil from the site before use.

The fish mix substrates as the primary beach nourishment aggregates shall be uniformly distributed in a satisfactory manner over the prepared subgrade beach nourishment area per Sheet 5 to achieve desired beach profiles as shown on Sheets 6. The average thickness of the fish mix layer shall be around 9" or slightly higher. The minimum thickness should be no less than 6 inches, except at transitions to natural beach. No beach nourishment material will be placed on existing beach vegetation.

The Engineer may direct the Contractor to place additional Beach Nourishment material where

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

placement thickness is less than 0.5 feet, based on visual observation or Contractor survey information at no additional cost to the Contracting Agency.

No material overruns are permitted for the work. Quantities in bid form are sufficient for the project for placement as shown in the Contract Plans.

**8-26.4 Measurement**

The Beach Nourishment work will be measured as lump sum based on the fixed import material quantities as specified in Section 9-03.22 per TON, completed in place. Measurement for payment will be from truck weight tickets furnished by the Contractor and provided by the Beach Nourishment material supplier or quarry, see Section 1-09.

**8-26.5 Payment**

The Contract Price per ton for Bid Item 12 **Beach Nourishment**, shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily place the Beach Nourishment material as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

Included in the unit price for Beach Nourishment are all costs for furnishing and placing Beach Nourishment material within limits shown on the Contract Plans.

Payment will not be made for any materials that are placed outside of the Beach Nourishment area unless otherwise directed by the Engineer.

**DIVISION 9 – MATERIALS**

**9-03 Aggregates**

Supplement:

**Beach Nourishment General Requirements**

The work project features include each of the following materials:

Beach Nourishment consisting of a granular material with gravel and sand for placement as habitat-friendly cover within the placement area shown on the Contract Plans.

Beach Nourishment shall meet the requirements of this section and as outlined in the Standard Specification.

**Materials**

The name and location of the stone source the Contractor proposes for supplier of the products will be submitted to the Contracting Agency at time of bid and as part of the Construction Work Plan. The Engineer will evaluate these sources as potential suppliers and determine if they are qualified for consideration under these Specifications. If the primary source is determined to be unqualified, subsequent sources will also be evaluated. Contractor shall select materials from an existing commercial source for which all operating permits have been obtained prior to bid opening. Contractor shall verify the selected material source is adequate based on quantity, quality, production rate, and gradation standpoints prior to submitting the bid.

9-03.23 Boulders and Rock Clusters

9-13.7 Rock for Rock Walls

9-13.1(5) Quarry Spalls 4-8" gradation

9-03.12(5) Gravel Mix

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

**9-03.12(5) Gravel Mix**

Include as written.

**New Section:**

**9-03.22 BEACH NOURISHMENT AGGREGATES**

All beach nourishment aggregates shall be clean, naturally occurring, and free of debris, wood, and other organics or deleterious material. Gravel shall be water-rounded, well-graded, and contain no more than 10% fractured rock by weight.

The proposed gravelly sand for beach nourishment shall be the fish mix substrates as recommended by WDFW for the surf smelt spawning beach. The gradation is shown in Table 4.

Table 4. Gradation of fish mix substrates (WDFW)

Sieve Size/Number	Percent Passing
5/8"	99-100
3/8"	50-100
1/16"	0-20
1/100"	0-2

All percentages are by weight.

Provide a 5-gallon sample of the "fish mix" with the construction plan for approval by the engineer.

The beach gravel proposed for localized beach repair and for the bedding of the anchored log shall conform to the following gradation specifications, per WSDOT 9-03.12(5).

Table 5. Gravel gradation, WSDOT 9-03.12(5)

Sieve Size/Number	Percent Passing
1½"	99-100
1"	50-100
¾"	0-20
⅜"	0-2
No. 200	0-1.5

Provide a 5-gallon sample of the beach gravel with the construction plan for approval by the Engineer.

**New Section:**

**9-03.23 Boulders and Rock Clusters**

Boulders and rock cluster rocks shall meet the same specifications as stated in Section 9-13.7 except that those rocks can be semi-angular or rounded, as approved by the engineer.

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

**9-09 Timber and Lumber**

Include and add:

Logs/untreated large wood to be used for the project is provided and stored on the project site.

**Log Hardware Assembly and Anchor**

All assembly hardware for log anchorage must be marine-grade galvanized. Refer to Sheet 7 Detail 2 for required assembly hardware.

The recommended anchor for the project is Manta Ray MR-1 Anchor paired with 7-foot ¾" forged double guy eye threaded anchor rod (J7527).

Two anchoring systems are required, for anchoring the largest 36-inch log placed on the east side of the site.

Specs for Manta Ray MR-1 Anchor:

- a. Mechanical ultimate capacity: 40,000 lbs
- b. Maximum working load: up to 27,000 lbs (this value is soil and anchor rod dependent)
- c. Average weight: 12.3 lbs
- d. Finish: hot dip galvanize

**9-13.1(2) Filter Layer Rock and Backfill Rock**

Include as written, in particular:

The filter layer rock for the base of the rock wall shall be angular quarry spalls with well-graded sizes of 3" - 8" in accordance with WSDOT 9-13.1(2). The gradation requirements for quarry spalls are shown in Table 3 below.

Table 3. Quarry spalls gradation, per WSDOT 9-13.1(2)

Sieve Size/Number	Percent Passing
8"	100%
3"	40% max
¾"	10% max

All percentages are by weight.

**9-13.7 Rock for Rock Wall**

Include as written in particular:

The rock materials for rock wall structure shall be hard, rough, and durable angular granite quarry stones, free of organic material, infilled joints, seams or other defects. Armor rock shall be imported from approved quarry site. Rock quality shall meet WSDOT Standards testing requirements as stated in WSDOT 9-13.1(1), and as shown in Table 1. No salvaged rock shall be used for the eastern rock wall.

Table 1. Rock testing requirements, WSDOT 9-13.1(1)

Test	Test Method	Requirements
Specific Gravity, SSD	AASHTO T 85	2.55 min.
LA Wear	AASHTO T 96	50% max.
Degradation	WSDOTT 113	15 min.

Lower Eld Bulkhead Removal Project  
Thurston Conservation District

Rock sizes for rock wall are shown on Sheet 7. Large size angular rock ranging from 2-man to 5-man shall be used as per design plans and sections. Refer to Table 2 and notes on Sheet 7 for rock weight and dimension conversions.

Table 2. Rock size per WSDOT 9-13.7(1)

ROCK SIZE	ROCK WEIGHT (lbs)	AVERAGE DIMENSION (in)*
1-MAN ROCK	50 to 200	12 to 18
2-MAN ROCK	200 to 700	18 to 28
3-MAN ROCK	700 to 2,000	28 to 36
4-MAN ROCK	2,000 to 4,000	36 to 48
5-MAN ROCK	4,000 to 6,000	48 to 54
6-MAN ROCK	6,000 to 8,000	54 to 60

\* AVERAGE DIMENSION = (LENGTH+WIDTH+HEIGHT)/3

In general, more regular armor rocks in shape with large flat faces, such as rectangular, tabular, or cubic are more suitable rock wall construction. Armor rocks in irregular shape may be used while matching with surrounding rocks in shape and interlock one other. All qualified rock shall have a shape ratio (defined as the longest dimension length / the shortest dimension length, or length / height) less than 3. The use of round, thin, flat, or long and needle-like shapes is not allowed.

**9-14.5(4) Wood Strand Mulch**

Include as written and add:

Mulch to be used for covering the construction access path as part of the site preparation and SWPPP requirements shall be wood strand mulch.

Planting area mulch may be wood strand mulch, hog fuel, or arborist wood chip mulch 1-2 inch chunks free of fines and invasive plant material. Contractor must be able to certify that any mulch used is free of invasive plant material.

A 5-gallon mulch sample is to be presented for approval with the Contractor's Work Plan a minimum of 7 days prior to start of work.

**9-14.5(8) Compost**

Include as written and add:

A 5-gallon bucket of the proposed material and all required documentation described in this section shall be submitted with the Construction Plan.

**9-14.6(5) Wattles**

Include as written and add:

Straw wattle and stakes shall be as specified on Sheet 7 Detail 1, used as shown on Sheet 3 as part of the SWPPP requirements.

**9-33 Construction Geosynthetic**

Include as written and add:

The geotextile for rock wall shall be non-woven with minimum grab tensile strength 250 lb. The recommended geotextile grade for this project is Mirafi™ 1100N or equivalent approved by engineer.

**1. Appendix A – Design Drawings**

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# ELD INLET - THURSTON COUNTY

## BULKHEAD REMOVAL

**SURVEY NOTES:**

**Horizontal Datum:** NSRS 2011 Washington State Plane, North Zone, US Foot

**Vertical Datum:** North American Vertical Datum of 1988 (NAVD88)

**Topography and Feature Mapping:**

Topographic and feature survey provided by the Thurston Conservation District, dated 11/15/2022. Survey is supplemented by 2017 LiDAR provided by Quantum Spatial, data acquired 3/17-9/30/2016, 3 foot resolution, and used as-is here.

**High Tide Line:**

The High Tide Line (HTL) is determined by the NOAA VDATUM and Tidal Constituent and Residual Analysis (TCARI) interpolated elevation for the Highest Astronomical Tide (HAT) for the project site.

**Additional Mapping:**

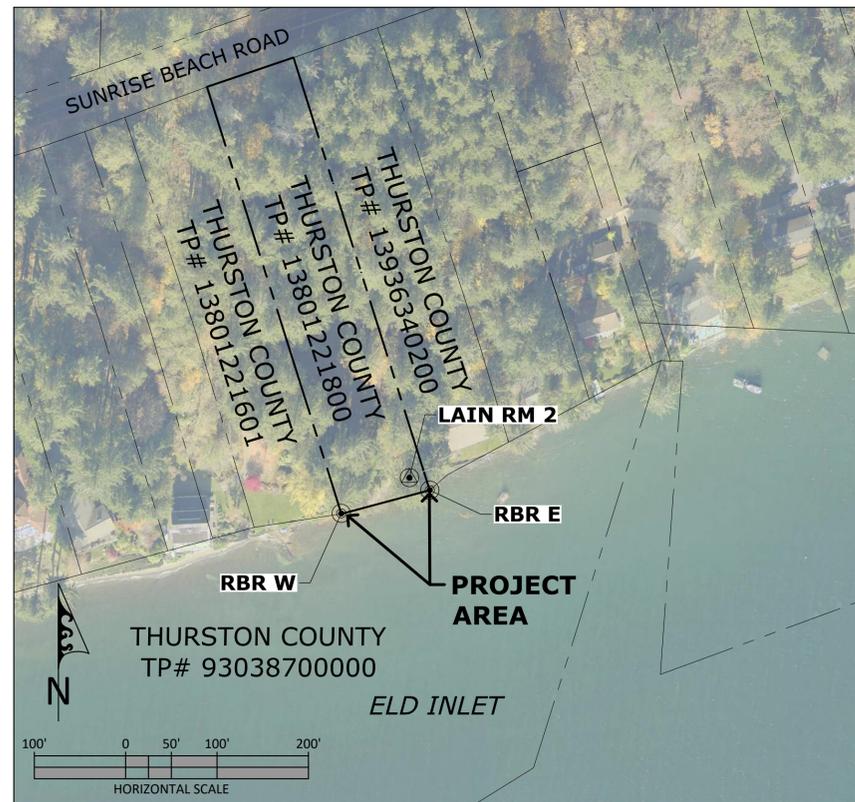
Parcel lines shown are approximate and for reference only. No boundary survey was completed as part of this work. Boundaries obtained from the 2012 Washington State Parcel Database, and used as-is here.

**MONUMENT LIST:**

NAME	EASTING	NORTHING	ELEV. (FT)
LAIN RM 2	1016790.977	647938.347	10.24
RBR W	1016716.324	647899.430	8.77
RBR E	1016813.089	647924.764	6.72

Note: LAIN RM 2 is USGS Disc in Conc. Monument stamped "Lain RM 2, 1936"

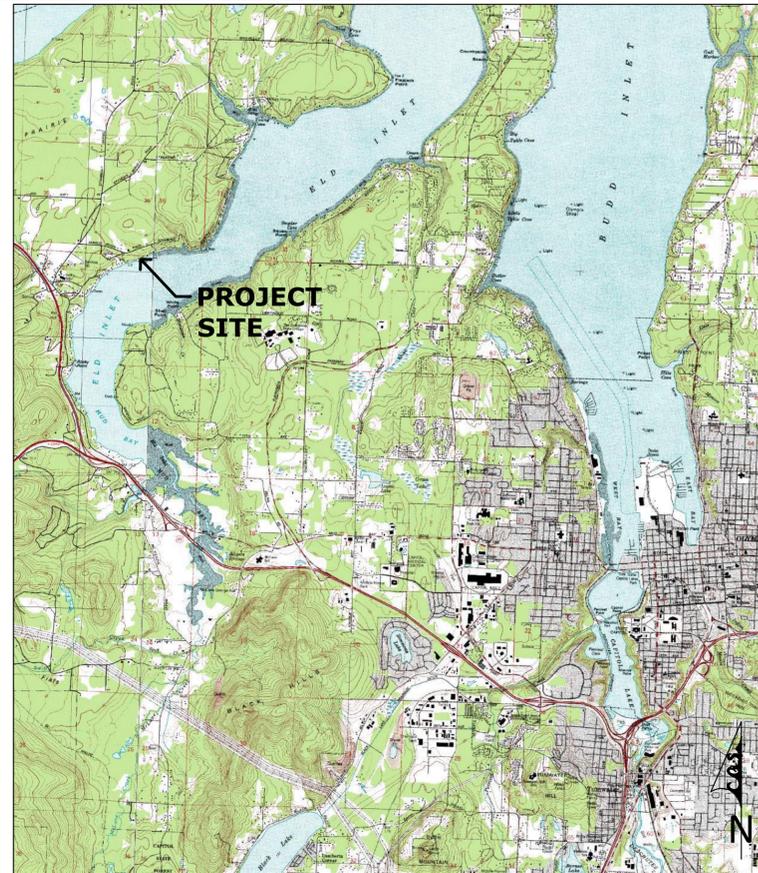
**ADJACENT PARCEL MAP / AERIAL PHOTO / MONUMENT MAP:**



**ADJACENT PROPERTY OWNERS**

PARCEL #	NAME	ADDRESS
13801221601	Jean D Smyth Irrevocable Trust for Delta Tucker Smyth	1801 West Bay Dr NW ste 201, Olympia, WA 98502
13936340200	Frazier, Mark M	1630 26th Ave NE, Olympia, WA 98506
93038700000	Taylor United Inc	N/A Tide lands to south of parcel

**LOCATION AND VICINITY MAP:**



**SITE ADDRESS:**

5821 Sunrise Beach Rd NW  
Olympia, WA 98502

**OWNER:**

Team CSB LLC  
7430 Manzanita Dr NW  
Olympia, WA 98502

**DRIVING DIRECTIONS:**

From US-101 North, Take the exit (northeast) toward Steamboat Island. Turn left (northwest) onto Sexton Drive Northwest. Turn right (northeast) onto Steamboat Island Road Northwest. Turn right (east) onto Sunrise Beach Road Northwest. Project site will be on the right at the shoreline.

**ELEVATION DATUM:**

NAVD88	MLLW
12.34' — HAT/HTL — 16.28'	
10.30' — MHHW — 14.24'	
9.35' — MHW — 13.29'	
0.00' — NAVD88 — 3.94'	
-3.94' — MLLW — 0.00'	
Source: NOAA site specific DATUM mapping	

**ABBREVIATIONS:**

HAT: Highest Astronomical Tide  
HTL: High Tide Line  
MHHW: Mean Higher High Water  
MHW: Mean High Water  
MLW: Mean Low Water  
MLLW: Mean Lower Low Water

**SHEET INDEX:**

#	Sheet Title
1	Cover Sheet - Vicinity Map - Notes
2	Existing Conditions - Site Plan
3	Construction Planning - Overall Site Plan
4	Demolition/Removal - Site Plan
5	Proposed Conditions - Site Plan
6	Proposed Conditions - Cross Sections
7	Proposed Conditions - Details

**GENERAL NOTES:**

- The work consists of furnishing all construction, labor, equipment, and materials, and performing all operations in connection with the construction related to shore protection detailed in the final design drawing sheets.
- Project activities shall not occur when the work area is inundated by tidal waters. The contractor shall have on the job site a current tide chart for the duration of the project activities.
- Work during holidays, weekends, and outside the normal work hours requires prior arrangements and approval.
- Contractor must obtain appropriate permissions to encroach and work within any rights-of-way.
- Location of utilities was not determined prior to project design. The contractor shall contact utility location service 48 hours prior to starting construction at 1-800-424-5555 or 811.
- The contractor shall restore all private and public property disturbed by the project immediately after construction.
- Contractor shall sweep and remove all debris tracked onto existing paved roads during all phases of construction.
- All material aggregates, armor rock, and sources to be used shall be pre-approved by the project engineer prior to import and construction. Sample material and specification documentation shall be inspected and reviewed prior to large quantity shipment to the project site.
- Any discrepancies in the plans with field conditions shall be brought to the immediate attention of the engineer.
- A copy of the approved plans, specifications and permits must be on the job site whenever construction is in process. All work and work timing shall be in compliance with provisions in the approved permit(s) from the US Army Corps of Engineers, Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife and Thurston County permits.
- The contractor shall ensure that all pre-construction meetings and inspections are scheduled and attended As required by the project permits, Contract, and /or Thurston Conservation District Project Manager.
- All construction materials shall be staged landward of OHWM.
- Disturbed areas shall be restored per specifications as soon as possible after completion of construction.
- All construction equipment shall be inspected daily for leaks and any required repairs shall be completed before using the equipment near the water.
- All refueling and maintenance of equipment shall take place a minimum of 100 feet from marine waters or landward wetlands.
- An emergency spill containment kit shall be located onsite during construction.
- All waste and debris generated by the project shall be collected and removed to a legally permitted waste disposal site.

**CONTACT INFORMATION:**

Natural Systems Design +  
Coastal Geologic Services  
1900 N Northlake Way, Suite 211  
Seattle, WA 98103  
(206) 834-0175

FINAL  
DESIGN

Proposed: Bulkhead Removal  
USACE Ref. #: NWS-2023-930  
In: Eld Inlet County: Thurston State: WA  
Application By:  
Thurston Conservation District  
582 Tilley Court SE, Suite 152  
Tumwater, WA 98501  
Project Location:  
47.0829 Lat./ -123.0039 Lon.  
Assessors Parcel Number:13801221800



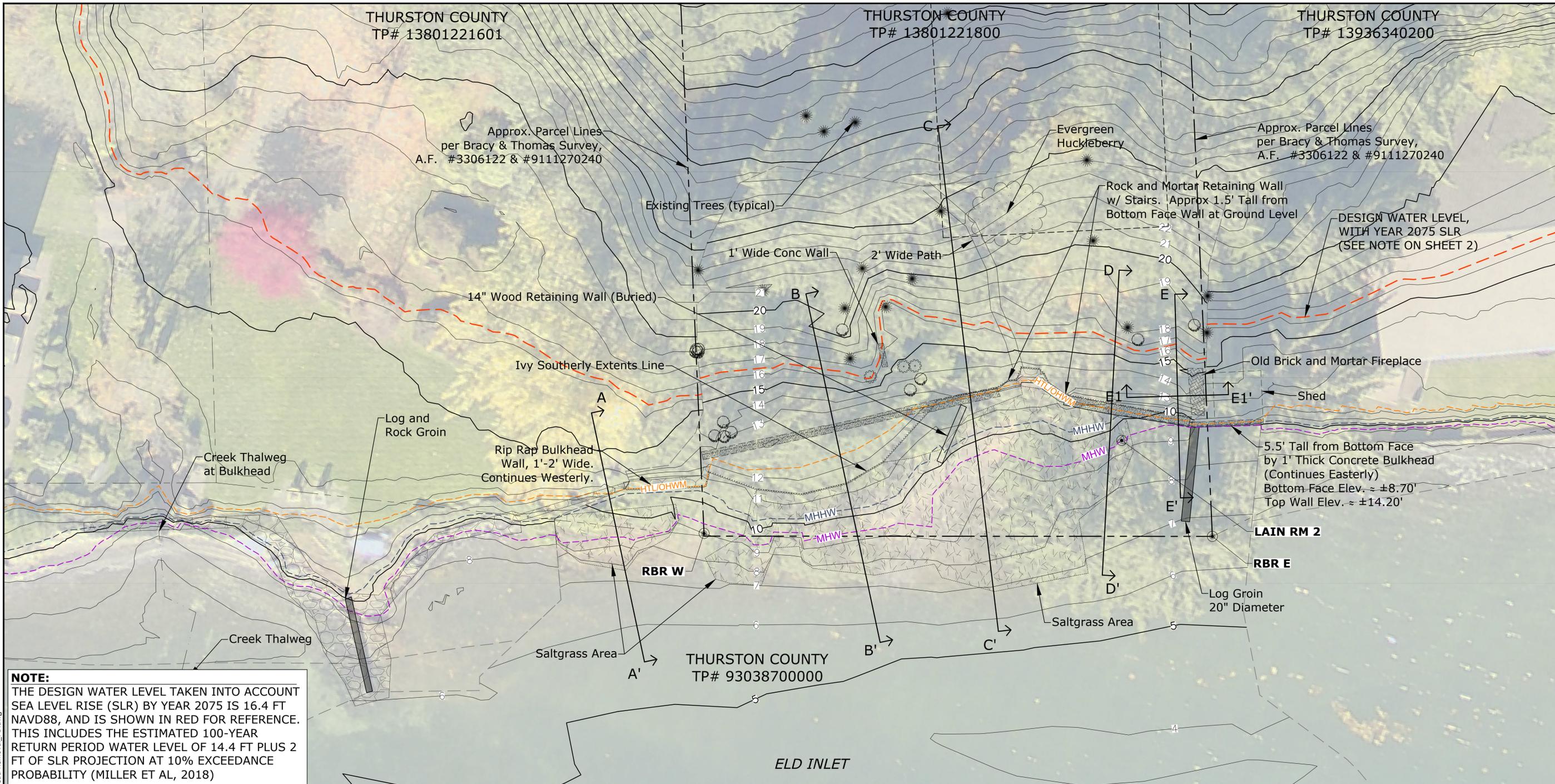
REVISIONS	DRAWN BY:	DESIGNED BY:	CHECKED BY:	DATE SURVEYED:	MAPPED BY:
	ADT	WCC	JWJ	11/15/2022	MDC

**ELD INLET BULKHEAD REMOVAL**  
**COVER SHEET**  
 VICINITY MAP - NOTES  
 THURSTON CONSERVATION DISTRICT



NAVD88 ELEV. MLLW: -3.94 FT ELEV. MHW: 9.35 FT ELEV. MHHW: 10.30 FT ELEV. HAT/HTL: 12.34 FT
SCALE: AS SHOWN
DATE: 5/07/2024
SHEET:
1
OF: 7

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**NOTE:**  
 THE DESIGN WATER LEVEL TAKEN INTO ACCOUNT SEA LEVEL RISE (SLR) BY YEAR 2075 IS 16.4 FT NAVD88, AND IS SHOWN IN RED FOR REFERENCE. THIS INCLUDES THE ESTIMATED 100-YEAR RETURN PERIOD WATER LEVEL OF 14.4 FT PLUS 2 FT OF SLR PROJECTION AT 10% EXCEEDANCE PROBABILITY (MILLER ET AL, 2018)

THURSTON COUNTY TP# 13801221601

THURSTON COUNTY TP# 13801221800

THURSTON COUNTY TP# 13936340200

Approx. Parcel Lines per Bracy & Thomas Survey, A.F. #3306122 & #9111270240

Approx. Parcel Lines per Bracy & Thomas Survey, A.F. #3306122 & #9111270240

Evergreen Huckleberry

Existing Trees (typical)

Rock and Mortar Retaining Wall w/ Stairs. Approx 1.5' Tall from Bottom Face Wall at Ground Level

DESIGN WATER LEVEL, WITH YEAR 2075 SLR (SEE NOTE ON SHEET 2)

1' Wide Conc Wall

2' Wide Path

14" Wood Retaining Wall (Buried)

Ivy Southerly Extents Line

Log and Rock Groin

Creek Thalweg at Bulkhead

Rip Rap Bulkhead Wall, 1'-2' Wide. Continues Westerly.

HTL/OHWM

MHHW

MHW

Old Brick and Mortar Fireplace

Shed

5.5' Tall from Bottom Face by 1" Thick Concrete Bulkhead (Continues Easterly) Bottom Face Elev.  $\approx \pm 8.70'$  Top Wall Elev.  $\approx \pm 14.20'$

LAIN RM 2

RBR E

Log Groin 20" Diameter

Saltgrass Area

RBR W

THURSTON COUNTY TP# 93038700000

ELD INLET

REVISIONS	
DRAWN BY:	ADT
DESIGNED BY:	WC
CHECKED BY:	JWJ
DATE SURVEYED:	11/15/2022
MAPPED BY:	MDC

**ELD INLET BULKHEAD REMOVAL**  
**EXISTING CONDITIONS**  
 SITE PLAN  
 THURSTON CONSERVATION DISTRICT



Project site, looking northwest, 1/17/2023

Project site, looking north, 1/17/2023

Project site, looking northeast, 1/17/2023

**LEGEND:**

FEATURE	EXISTING
CONTOURS, MAJOR	— # —
CONTOURS, MINOR	- - - # - - -
MEAN HIGHER HIGH WATER	- - - MHHW - - -
HIGH TIDE LINE	- - - HTL/OHWM - - -
MEAN HIGH WATER	- - - MHW - - -
PROPERTY LINE/ROW	— — — — —
TOP OF BANK/ROCK	— · · · —
TOE OF BANK/ROCK	— · · · —
CREEK THALWEG	— · · · —
SALTGRASS AREA	— · · · —
ROCKERY WALL/BULKHEAD	[Pattern]
CONCRETE WALL/BULKHEAD	[Pattern]
BRICK AND MORTAR FIREPLACE	[Pattern]
LIVE TREES	○ ● ○ ● ○ ●
DEAD TREES	○ ○ ○ ○ ○ ○

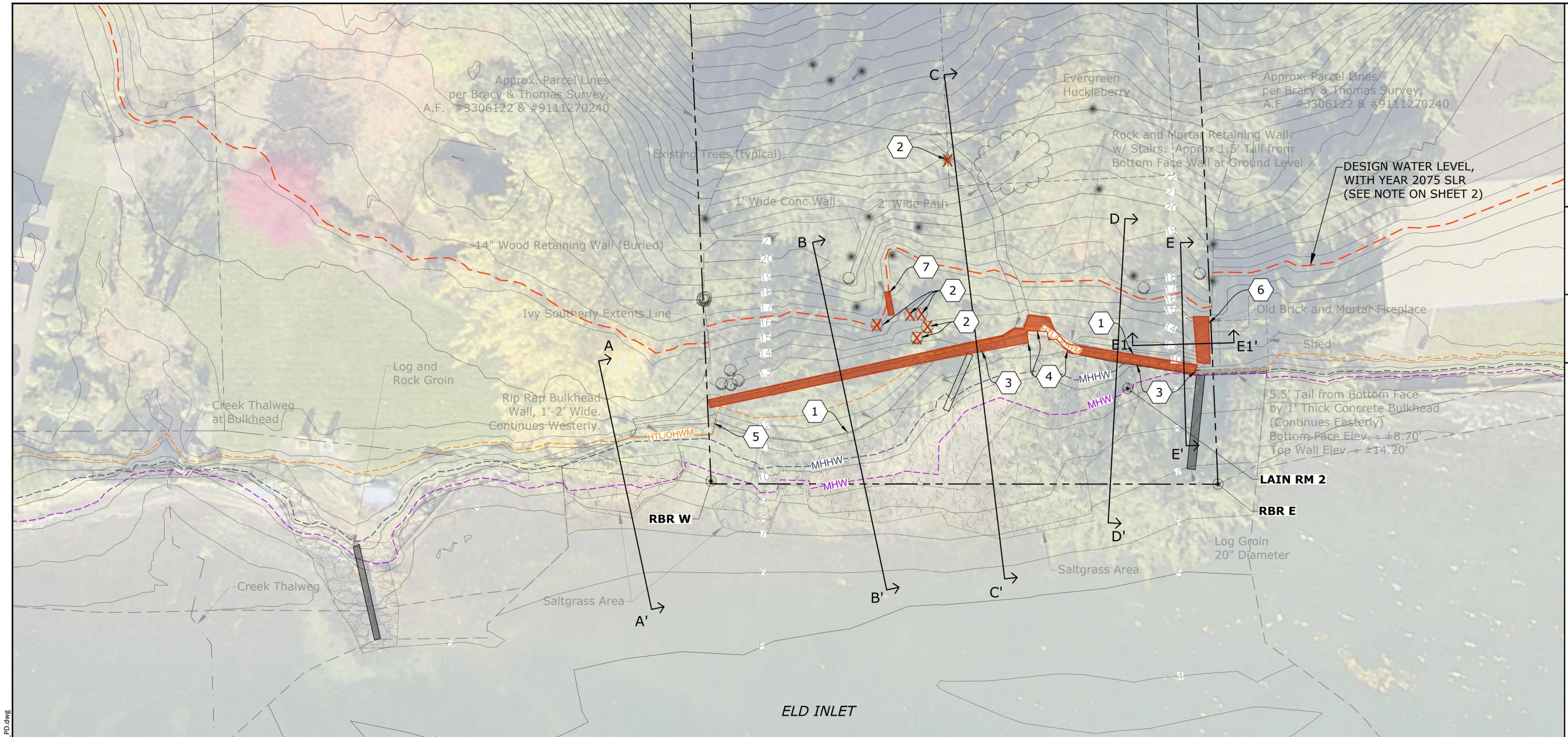
**FINAL DESIGN**

Proposed Bulkhead Removal  
 USACE Ref. #: NWS-2023-930  
 In: Eld Inlet County: Thurston State: WA  
 Application By:  
 Thurston Conservation District  
 582 Tilley Court SE, Suite 152  
 Tumwater, WA 98501  
 Project Location:  
 47.0829 Lat. / -123.0039 Lon.  
 Assessors Parcel Number: 13801221800

NAV88  
 ELEV. MLLW: -3.94 FT  
 ELEV. MHW: 9.35 FT  
 ELEV. MHHW: 10.30 FT  
 ELEV. HAT/HTL: 12.34 FT  
 SCALE: AS SHOWN  
 DATE: 5/07/2024  
 SHEET:  
**2**  
 OF: 7

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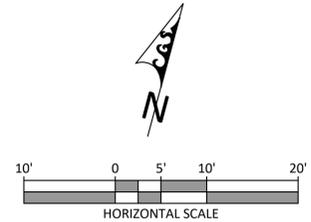
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DRAWN BY:	ADT
DESIGNED BY:	WC
CHECKED BY:	JWJ
DATE SURVEYED:	11/15/2022
MAPPED BY:	MDC

**ELD INLET BULKHEAD REMOVAL  
DEMOLITION/REMOVAL**  
SITE PLAN  
THURSTON CONSERVATION DISTRICT

**LEGEND:**

FEATURE	EXISTING	PROPOSED
CONTOURS, MAJOR	—#—	
CONTOURS, MINOR	—#—	
MEAN HIGHER HIGH WATER	---MHHW---	
HIGH TIDE LINE	---HTL/OHWM---	
MEAN HIGH WATER	---MHW---	
PROPERTY LINE/ROW	---	
TOP OF BANK/ROCK	---TOP---	
TOE OF BANK/ROCK	---TOE---	
CREEK THALWEG	---	
SALTGRASS AREA	---	
ROCKERY WALL/BULKHEAD	---	---
CONCRETE WALL/BULKHEAD	---	---
BRICK AND MORTAR FIREPLACE	---	---
LIVE TREES	○●○●○●	
DEAD TREES	○●○●○●	
REMOVE CONCRETE WALL/BULKHEAD		---
REMOVE ROCKERY WALL/BULKHEAD		---
REMOVE BRICK AND MORTAR FIREPLACE		---
REMOVE 3 DEAD TREES AND 3 LIVE TREES		XXXXXX

- PROPOSED DEMOLITION/REMOVAL NOTES**
- 1 CLEAR ENGLISH IVY; CLEAR BUSHES IN THE WORK AREA
  - 2 CUT AND REMOVE 3 DEAD TREES AND 3 LIVE TREES
  - 3 SAWCUT AND REMOVE CONCRETE BULKHEAD
  - 4 REMOVE ROCK-MORTAR WALL AND STAIRWAY
  - 5 WEST-END ROCK BULKHEAD TO BE RETAINED
  - 6 REMOVE OLD BRICKS AND MORTAR FIREPLACE
  - 7 REMOVE CONCRETE STEM WALL AND SURROUNDING DEBRIS
- \* TREE REMOVAL TO BE FIELD VERIFIED. LOCATIONS ARE APPROXIMATE.



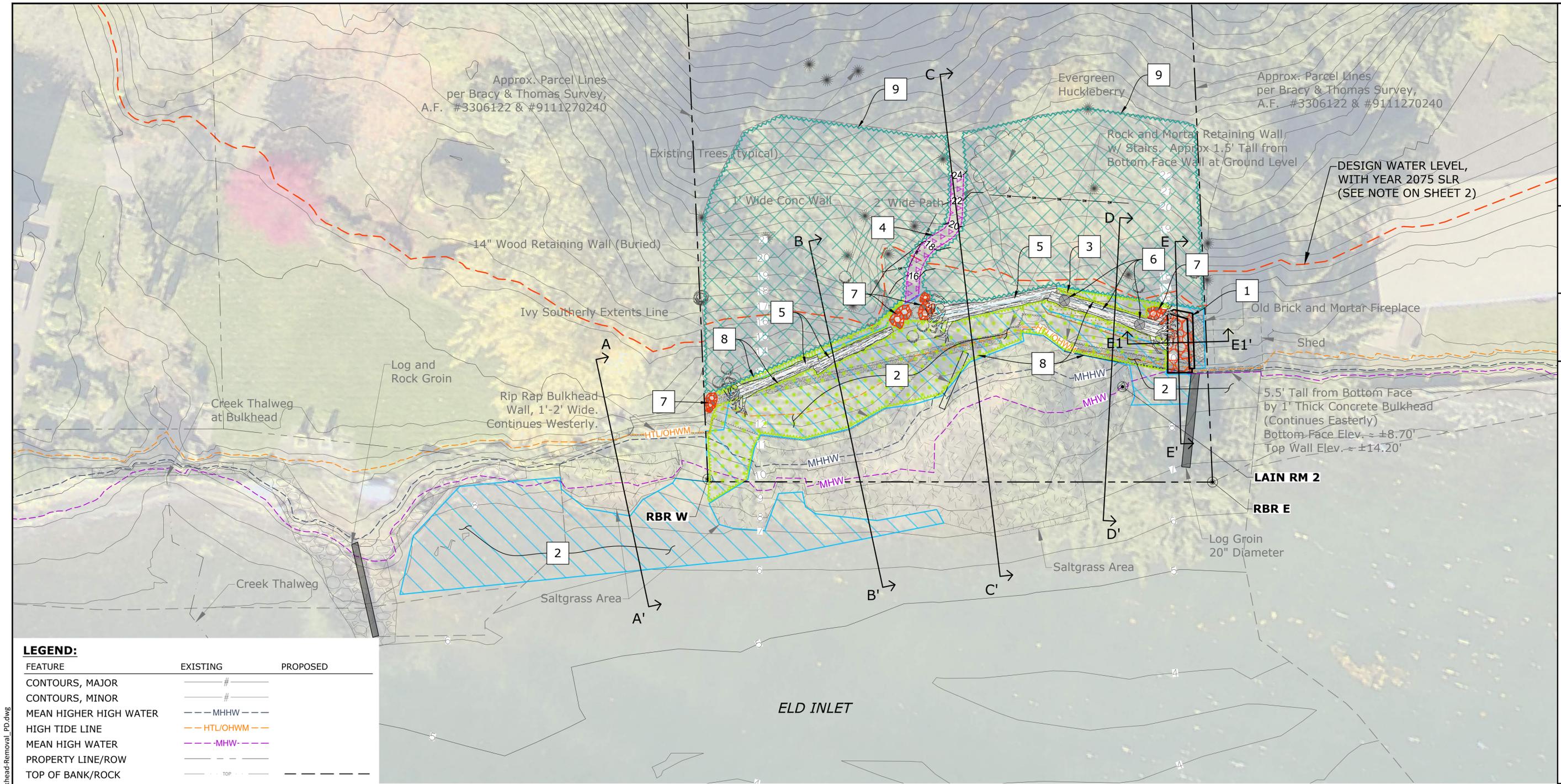
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In: Eld Inlet County: Thurston State: WA  
Application By:  
Thurston Conservation District  
582 Tilley Court SE, Suite 152  
Tumwater, WA 98501  
Project Location:  
47.0829 Lat./ -123.0039 Lon.  
Assessors Parcel Number:13801221800



NAVDS8 ELEV. MLLW: -3.94 FT ELEV. MHW: 9.35 FT ELEV. MHHW: 10.30 FT ELEV. HAT/HTL: 12.34 FT
SCALE: AS SHOWN
DATE: 5/07/2024
SHEET: <b>4</b>
OF: 7

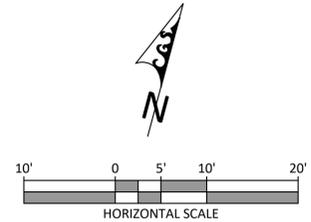
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**LEGEND:**

FEATURE	EXISTING	PROPOSED
CONTOURS, MAJOR	—#—	—#—
CONTOURS, MINOR	—#—	—#—
MEAN HIGHER HIGH WATER	---MHHW---	---MHHW---
HIGH TIDE LINE	---HTL/OHWM---	---HTL/OHWM---
MEAN HIGH WATER	---MHW---	---MHW---
PROPERTY LINE/ROW	---	---
TOP OF BANK/ROCK	---TOP---	---
TOE OF BANK/ROCK	---TOE---	---
CREEK THALWEG	---	---
SALTGRASS AREA	---	---
ROCKERY WALL/BULKHEAD	---	---
CONCRETE WALL/BULKHEAD	---	---
BRICK AND MORTAR FIREPLACE	---	---
LIVE TREES	○●*	○●*
DEAD TREES	○●*	○●*
INSTALL ROCKERY RETURN WALLS	---	---
PLACE GRAVELLY SAND	---	---
PLACE BEACH GRAVEL (2" MINUS)	---	---
BEACH ACCESS PATH (COVERED IN MULCH)	---	---
RESTORATION PLANTING ZONE 1 (BY TCD)	---	---
RESTORATION PLANTING ZONE 2 (BY TCD)	---	---
PLACE LARGE WOOD/LOGS	---	---
PLACE ANCHORED LARGE WOOD/LOG	---	---
PLACE BOULDERS	---	---

- PROPOSED CONDITIONS NOTES**
- 1 INSTALL ROCKERY RETURN WALL, SEE SHEET 7, DETAIL 3
  - 2 PLACE GRAVELLY SAND
  - 3 PLACE BEACH GRAVEL
  - 4 SLIGHTLY REGRADE BEACH ACCESS PATH AND COVER WITH MULCH
  - 5 PLACE LARGE WOOD/LOGS
  - 6 PLACE ANCHORED LARGE WOOD/LOG, SEE SHEET 7, DETAIL2
  - 7 PLACE BOULDERS
  - 8 RESTORATION PLANTING ZONE 1 (BY TCD), SEE PLANTING PLANS FOR DETAIL
  - 9 RESTORATION PLANTING ZONE 2 (BY TCD), SEE PLANTING PLANS FOR DETAIL



**Proposed: Bulkhead Removal**  
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 Thurston Conservation District  
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**FINAL DESIGN**

REVISIONS	
DRAWN BY:	ADT
DESIGNED BY:	WC
CHECKED BY:	JWJ
DATE SURVEYED:	11/15/2022
MAPPED BY:	MDC

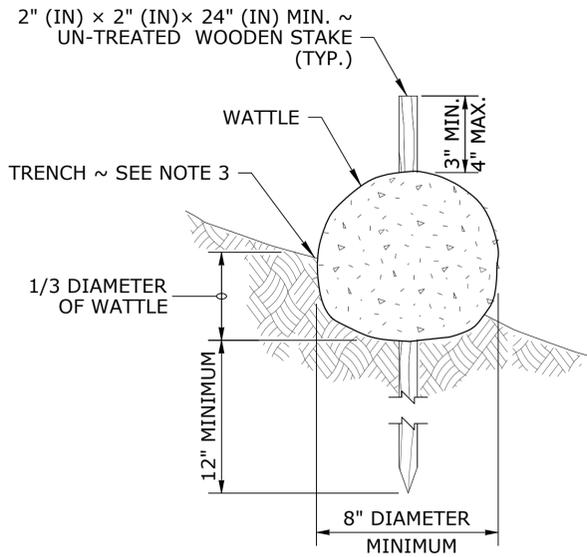
**ELD INLET BULKHEAD REMOVAL**  
**PROPOSED CONDITIONS**  
 SITE PLAN  
 THURSTON CONSERVATION DISTRICT



NAVD88 ELEV. MLLW: -3.94 FT ELEV. MHW: 9.35 FT ELEV. MHHW: 10.30 FT ELEV. HAT/HTL: 12.34 FT
SCALE: AS SHOWN
DATE: 5/07/2024
SHEET:
<b>5</b>
OF: 7

R:\Thurston County\23-007-TCD-Eld-Inlet-BH-Removal\CAD\23-007\_TCD-Eld-Inlet\_Bulkhead-Removal\_PD.dwg

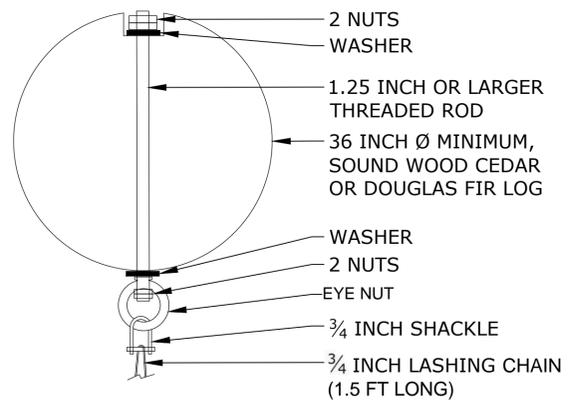




**1 STRAW WATTLES**  
NOT TO SCALE

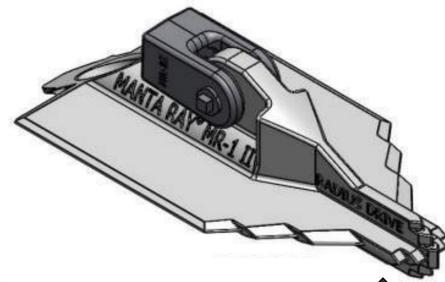
**STRAW WATTLE NOTES:**

1. SECURELY KNOT EACH END OF WATTLE. OVERLAP ADJACENT WATTLE ENDS 12" (IN) BEHIND ONE ANOTHER AND SECURELY TIE TOGETHER. ENDS OF WATTLE SHALL BE TURNED SLIGHTLY UP SLOPE
2. COMPACT EXCAVATED SOIL AND TRENCHES TO PREVENT UNDERCUTTING. ADDITIONAL STAKING MAY BE NECESSARY TO PREVENT UNDERCUTTING.
3. WHERE A TRENCH IS NOT PRACTICAL, CONTRACTOR SHALL REPLACE STAKE WITH SANDBAG



NOTE: ALL HARDWARE MUST BE MARINE-GRADE GALVANIZED

**2 LOG HARDWARE ASSEMBLY AND ANCHOR DETAIL**  
NOT TO SCALE



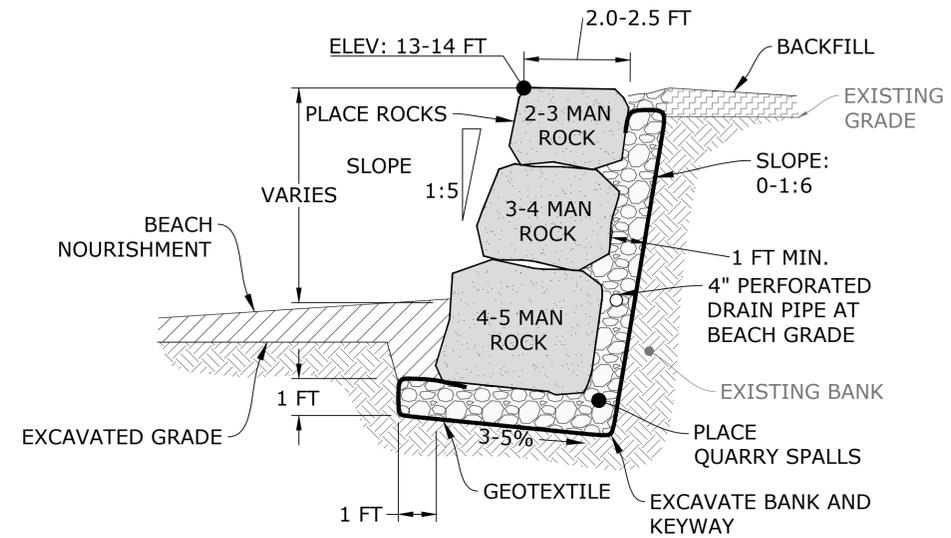
MANTA RAY MR-1 ANCHOR PAIRED WITH D7531/2 ROD AND 3/4 INCH LASHING CHAIN

**ROCKERY WALL NOTES:**

1. FIT IN FIELD.
2. 6"x4" MAXIMUM VOIDS BETWEEN ARMOR STONES ON ROCKERY FACE.
3. ALL ADJACENT STONES 3-POINT CONTACT.
4. ALL ROCKS TO HAVE A LANDWARD BATTER.
5. 4-5 MAN ROCKS SHALL BE USED FOR THE BASE COURSE.
6. 3-4 MAN ROCKS SHALL BE SELECTED AND STACKED IN DECREASING IN SIZE FROM BOTTOM TO TOP.

**ROCK SIZING: (AS PER WSDOT 9.13-7(1), GENERAL SIZES LISTED FOR REFERENCE)**

- 4-5 MAN: 3.0-4.0 FT WIDE, 3.0-3.5 FT HIGH
- 3-4 MAN: 2.5-3.5 FT WIDE, 2.5-3.0 FT HIGH
- 2-3 MAN: 2.0-2.5 FT WIDE, 2.0-2.5 FT HIGH



**3 ROCKERY RETURN WALL DETAIL\***  
NOT TO SCALE

\* ROCK WALL DETAIL SHOWN ABOVE IS IN ACCORDANCE WITH *ROCKERY DESIGN AND CONSTRUCTION GUIDELINES, FHWA-CFL/TD-06-006 (2006)*. MAXIMUM WALL FREE-STANDING HEIGHT: 6 FT.

REVISIONS	DRAWN BY:	DESIGNED BY:	CHECKED BY:	DATE SURVEYED:	MAPPED BY:
	ADT	WC	JWJ	11/15/2022	MDG

**ELD INLET BULKHEAD REMOVAL**  
**PROPOSED CONDITIONS**  
DETAILS  
THURSTON CONSERVATION DISTRICT



NAVD88  
ELEV. MLLW: -3.94 FT  
ELEV. MHW: 9.35 FT  
ELEV. MHHW: 10.30 FT  
ELEV. HAT/HTL: 12.34 FT

SCALE: AS SHOWN  
DATE: 5/07/2024  
SHEET:  
**7**  
OF: 7

Proposed: Bulkhead Removal  
USACE Ref. #: NWS-2023-930  
In: Eld Inlet County: Thurston State: WA  
Application By:  
Thurston Conservation District  
582 Tilley Court SE, Suite 152  
Tumwater, WA 98501  
Project Location:  
47.0829 Lat./ -123.0039 Lon.  
Assessors Parcel Number: 13801221800

**FINAL DESIGN**

# RESTORATION PLANTING PLAN: Existing Conditions

Prepared by Thurston Conservation District, January 2024

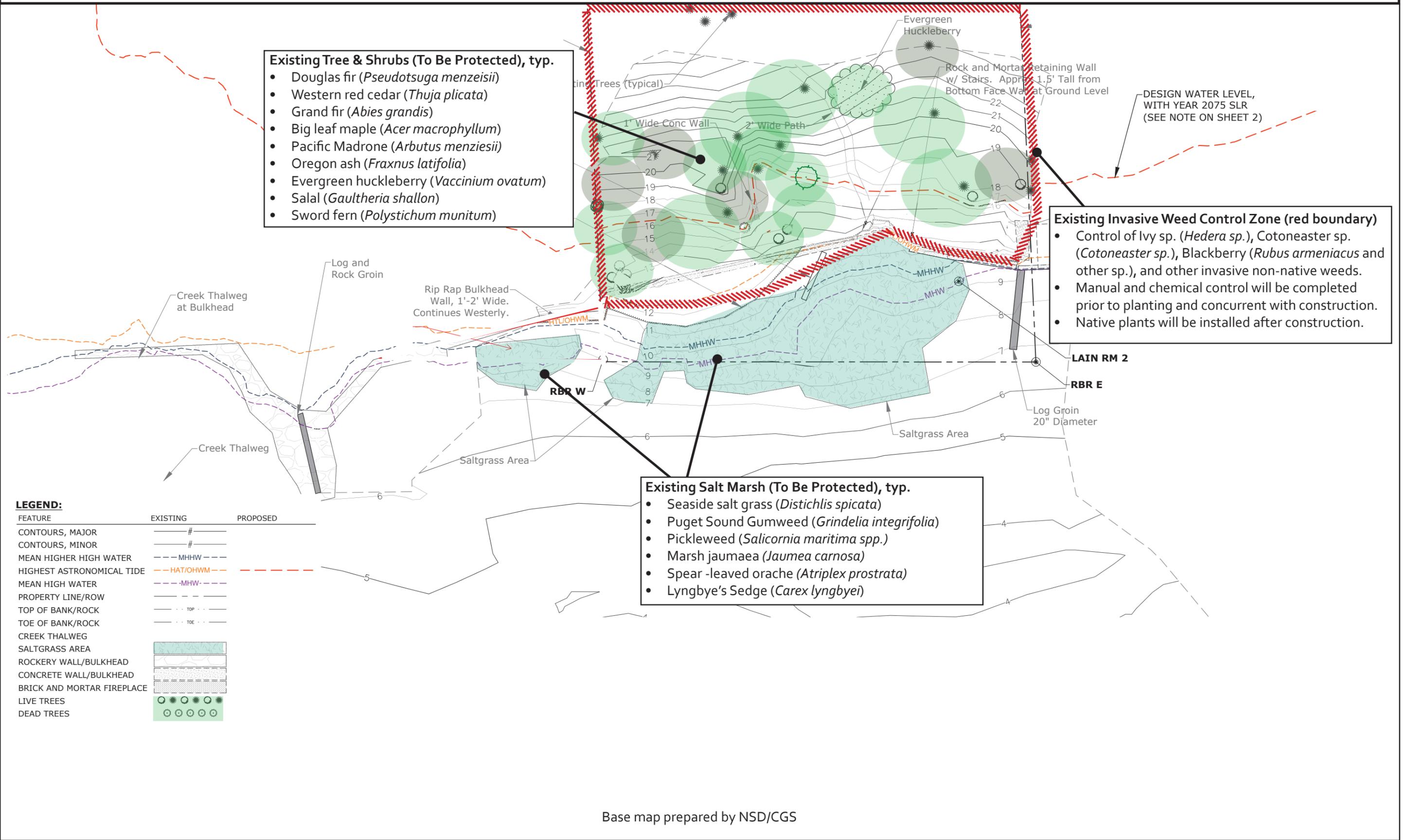
- Existing Tree & Shrubs (To Be Protected), typ.**
- Douglas fir (*Pseudotsuga menziesii*)
  - Western red cedar (*Thuja plicata*)
  - Grand fir (*Abies grandis*)
  - Big leaf maple (*Acer macrophyllum*)
  - Pacific Madrone (*Arbutus menziesii*)
  - Oregon ash (*Fraxnus latifolia*)
  - Evergreen huckleberry (*Vaccinium ovatum*)
  - Salal (*Gaultheria shallon*)
  - Sword fern (*Polystichum munitum*)

- Existing Invasive Weed Control Zone (red boundary)**
- Control of Ivy sp. (*Hedera sp.*), Cotoneaster sp. (*Cotoneaster sp.*), Blackberry (*Rubus armeniacus* and other sp.), and other invasive non-native weeds.
  - Manual and chemical control will be completed prior to planting and concurrent with construction.
  - Native plants will be installed after construction.

- Existing Salt Marsh (To Be Protected), typ.**
- Seaside salt grass (*Distichlis spicata*)
  - Puget Sound Gumweed (*Grindelia integrifolia*)
  - Pickleweed (*Salicornia maritima spp.*)
  - Marsh jaumea (*Jaumea carnosa*)
  - Spear-leaved orache (*Atriplex prostrata*)
  - Lyngbye's Sedge (*Carex lyngbyei*)

**LEGEND:**

FEATURE	EXISTING	PROPOSED
CONTOURS, MAJOR	—#—	—#—
CONTOURS, MINOR	—#—	—#—
MEAN HIGHER HIGH WATER	---MHHW---	---MHHW---
HIGHEST ASTRONOMICAL TIDE	---HAT/OHWM---	---HAT/OHWM---
MEAN HIGH WATER	---MHW---	---MHW---
PROPERTY LINE/ROW	---	---
TOP OF BANK/ROCK	---TOP---	---TOP---
TOE OF BANK/ROCK	---TOE---	---TOE---
CREEK THALWEG	---	---
SALTGRASS AREA	[Green hatched pattern]	[Green hatched pattern]
ROCKERY WALL/BULKHEAD	[Rock pattern]	[Rock pattern]
CONCRETE WALL/BULKHEAD	[Concrete pattern]	[Concrete pattern]
BRICK AND MORTAR FIREPLACE	[Brick pattern]	[Brick pattern]
LIVE TREES	[Green circles with star]	[Green circles with star]
DEAD TREES	[Grey circles with star]	[Grey circles with star]



Base map prepared by NSD/CGS

# RESTORATION PLANTING PLAN: Proposed Conditions

Prepared by Thurston Conservation District, January 2024

## PLANTING ZONE 2: Understory Shrub Layer (Within pink boundary) (~3,830 SF)

Install tall shrubs along property lines, each side (shade)

- 6 Western hazelnut (*Corylus cornuta*)
- 10 Vine maple (*Acer Circinatum*)
- 30 Evergreen huckleberry (*Vaccinium ovatum*)

Tall Shrubs along property lines, each side (sun/beach edge)

- 20 Tall Oregon grape (*Mahonia aquifolium*)
- 10 Oceanspray (*Holodiscus discolor*)

Ground covers at 3'OC typ. across planting area

- 80 Deer fern (*Blechnum spicant*)
- 120 Low Oregon Grape (*Mahonia nervosa*)
- 200 Snowberry (*Symphoricarpos albus*)
- 100 Sword fern (*Polystichum munitum*)

## PLANTING ZONE 2: Trees

- 2 Western red cedar (*Thuja plicata*)
- 2 Grand fir (*Abies grandis*)
- 10 Pacific Madrone (*Arbutus menziesii*)

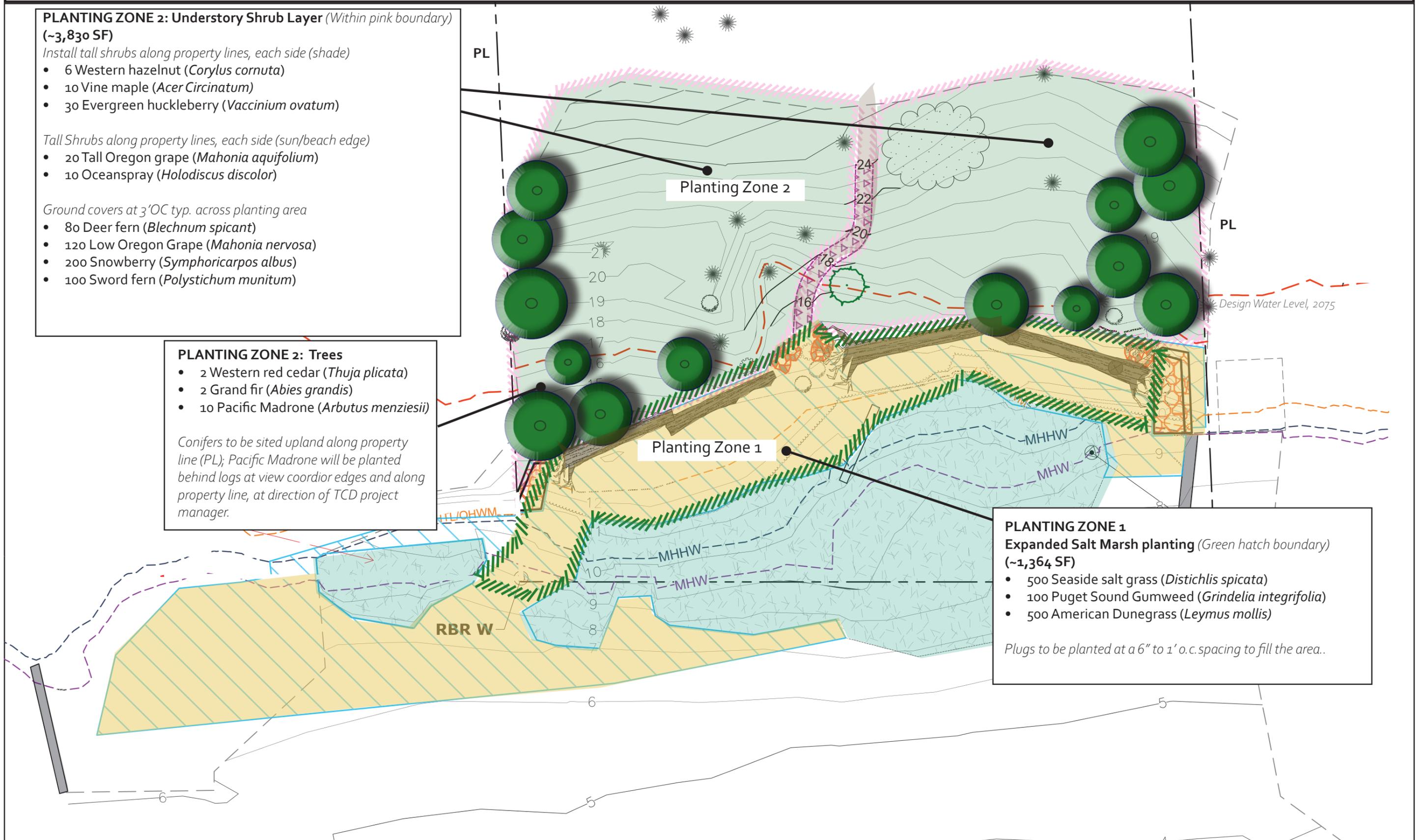
Conifers to be sited upland along property line (PL); Pacific Madrone will be planted behind logs at view coordinator edges and along property line, at direction of TCD project manager.

## PLANTING ZONE 1

### Expanded Salt Marsh planting (Green hatch boundary) (~1,364 SF)

- 500 Seaside salt grass (*Distichlis spicata*)
- 100 Puget Sound Gumweed (*Grindelia integrifolia*)
- 500 American Dunegrass (*Leymus mollis*)

Plugs to be planted at a 6" to 1' o.c. spacing to fill the area.



# RESTORATION PLANTING PLAN: Plant Schedule

Prepared by Thurston Conservation District, January 2024

## PLANTING Zone 1 (Backshore Planting)

Planting Area (~1364 SF)

**Description:** Newly installed beach nourishment area in the backshore of the beach. Transition zone between beach and upland vegetation. Occasional saltwater exposure is anticipated at extreme high tides. Southern exposure with direct sun.

**Objective:** Provide some plant material to anchor placed sediment after construction.

**Quantity = ~1100 plugs/bare root plants @ ~2.5' on center**

Scientific Name	Common Name	Size	Quantity	Planting Notes
<i>Distichlis spicata</i>	Seaside saltgrass	plug/BR	500	sun
<i>Grindelia integrifolia</i>	Puget Sound Gumweed	plug/BR	100	sun
<i>Leymus mollis</i>	American dunegrass	BR	500	sun

## PLANTING Zone - 2 (Tree & Shrub Understory Planting)

Planting Area - (~ 3830 SF)

**Description:** Full shade understory slope with a narrow band of part-sun planting area adjacent to marine backshore, behind logs.

**Objective:** Establish diverse native understory for slope stability and habitat, with emphasis on evergreen species. Focus on view preservation through center of site.

**Quantity = 576 shrubs/14 trees**

Scientific Name	Common Name	Size	Quantity	Planting Notes
<b>Trees</b>				
<i>Thuja plicata</i>	Western red cedar	#1	2	See Planting Plan for Apprx. Locations part shade/shade, along PL sun/part shade, along PL Slope towards backshore, part sun in openings
<i>Abies grandis</i>	Grand fir	#1	2	
<i>Arbutus menziesii</i>	Pacific madrone	#1	10	
			<b>Total Trees</b>	
<b>Medium Shrubs - Understory upland</b>				
<i>Acer circinatum</i>	Vine maple	#1	10	part shade/shade, along PL, ~8' o.c. sun/part shade, along PL, near WF ~8' o.c. part shade/shade, along View edges ~3-4' o.c.
<i>Corylus cornuta</i>	Western hazelnut	#1	6	
<i>Vaccinium ovatum</i>	Evergreen huckleberry	#1	30	
<b>Medium Shrubs - Backshore/Upland Transition, full sun</b>				
<i>Holodiscus discolor</i>	Ocean spray	#1	10	part shade/shade, along PL, ~6-8' o.c. sun/part shade, WF behind logs, near PL each side ~3-4' o.c.
<i>Mahonia aquifolium</i>	Tall Oregon grape	#1	20	
			<b>Total Medium Shrubs</b>	76
<b>Low Shrubs/Groundcovers - Understory upland</b>				
<i>Blechnum spicant</i>	Deer fern	#1	80	shade, edges of path, 1' o.c. shade, scattered in clumps @ 1-2' o.c. part shade/shade, in clumps @ 3-4' o.c. sun/shade, everywhere there's a gap, @ 1-3' o.c.
<i>Mahonia nervosa</i>	Low Oregon grape	#1	120	
<i>Polystichum munitum</i>	Sword fern	#1	100	
<i>Symphoricarpos albus</i>	Snowberry	#1	200	
			<b>Total Low Shrubs</b>	500

**2. Appendix B - PERMITS**

WDFW  
USACE



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: January 08, 2024  
Project End Date: February 15, 2028

Permit Number: 2024-6-11+01  
FPA/Public Notice Number: N/A  
Application ID: 33038

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Tim Layton 7430 Manzanita DR NW Olympia, WA 98502	Thurston Conservation District ATTENTION: Katrinka Hibler 2918 Ferguson St SW Suite A Tumwater, WA 98512

**Project Name:** HRPP - Lower Eld Bulkhead Removal

**Project Description:** Remove 98 linear feet of concrete bulkhead for beach restoration.

## PROVISIONS

1. **TIMING LIMITATION:** Due to the extended spawning period for surf smelt in this portion of Puget Sound and other fish and shellfish habitats present at the job site, work will be allowed from July 15 through December 31 and January 1 through February 15 of any year if a biologist approved by the Department of Fish and Wildlife does not detect forage fish eggs during a beach survey. Work must begin within seventy-two hours of survey and you must complete the work within two weeks of the survey. The biologist must follow the department-approved intertidal forage fish spawning protocol and use the standard department data sheets when conducting forage fish spawning beach surveys. Further information is available on the department's web site [http://wdfw.wa.gov/licensing/hpa/technical\\_assistance.html](http://wdfw.wa.gov/licensing/hpa/technical_assistance.html). The biologist must submit the completed, data sheets to the department within seventy-two hours of completing the survey to WDFW by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946. In addition, the biologist must preserve the winnowed portion of the sediment samples and retain them for a minimum of four weeks. The sediment samples must be provided to WDFW staff upon request.

2. **APPROVED PLANS:** Work must be accomplished per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "LowerEldBHRemovalDesign1to 3.pdf" uploaded to APPS on 12/07/2023 and "LowerEldBHRemovalDesign4to6noCobble.pdf" uploaded to APPS on 01/08/2024, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

3. **FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

4. **NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work. The notification must include the permittee's name, project location, starting date, and the hydraulic Project Approval permit number.

### STAGING, JOB SITE ACCESS AND EQUIPMENT

5. Establish the staging area (used for activities such as equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants like petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering



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Permit Number: 2024-6-11+01  
FPA/Public Notice Number: N/A  
Application ID: 33038

waters of the state.

6. Retain all natural habitat features on the beach larger than twelve inches in diameter including trees, stumps, logs, and large rocks. These natural habitat features may be moved during construction but they must be placed near the preproject location before leaving the job site.

7. Confine the use of equipment to specific access and work corridor shown in the approved plans.

8. Check equipment daily for leaks and complete any required repairs before using the equipment in or near the water.

9. Operate vessels with minimal propulsion power and in adequate water depth to prevent impacts from grounding and propeller wash to seagrass, kelp, and forage fish spawning beds.

### CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

10. Do not conduct project activities when the work area is inundated by tidal waters.

11. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.

### BULKHEAD REMOVAL

12. Remove the existing bulkhead from the beach and deposit the bulkhead in an upland area above the limits of extreme high tidal water.

13. Sand and gravel placed on the beach should be appropriately sized to provide forage fish spawning substrate following the provisions below:

a. For surf smelt spawning beaches, material placed must be in compliance with the following specifications:

Sieve Size	Percent passing by weight
5/8-inch	100
3/8-inch	90-100
1/16-inch	40-50
1/100-inch (.25mm)	0-5

b. Use clean, round gravel, not crushed or angular rock.

c. The mix must not contain fine silt or clay type soils.

14. Prior to tidal inundation, backfill all trenches, depressions, or holes created during construction waterward of the ordinary high water line.

### DEMOBILIZATION/CLEANUP

15. Remove all trash and unauthorized fill in the project area, including concrete blocks or pieces, bricks, asphalt, metal, treated wood, glass, floating debris, and paper, that is waterward of the ordinary high water line and deposit upland.

LOCATION #1:	Site Name: Lower Eld Bulkhead Removal 5821 Sunrise Beach Rd NW, Olympia, WA 98502					
WORK START:		WORK END:	February 15, 2028			
WRIA	Waterbody:			Tributary to:		
14 - Kennedy - Goldsborough	Wria 14 Marine			8675		
1/4 SEC:	Section:	Township:	Range:	Latitude:	Longitude:	County:
	01	18 N	03 W	47.08321	-123.00379	Thurston



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Location #1 Driving Directions

From Olympia, take Hwy 101 north. Take Steamboat Island exit. Turn left onto Sexton Drive NW, Turn right onto Steamboat Island Road NW, turn right onto Sunrise Beach Rd NW. the property is on a paved road named Tag Lane on the right.

## APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.



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**MINOR MODIFICATIONS TO THIS HPA:** You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

**MAJOR MODIFICATIONS TO THIS HPA:** You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

## APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

**A. INFORMAL APPEALS:** WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.



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A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist      [Noll.Steinweg@dfw.wa.gov](mailto:Noll.Steinweg@dfw.wa.gov)  
Noll Steinweg      360-628-2173

for Director  
WDFW



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT  
4735 EAST MARGINAL WAY SOUTH, BLDG 1202  
SEATTLE, WA 98134-2388

Regulatory Branch

May 1, 2024

Mr. Tim Layton  
Team CSB, LLC  
7430 Manzanita Drive NW  
Olympia, Washington 98502

Reference: NWS-2023-930  
Thurston Conservation  
District  
(Bulkhead Removal)

Dear Mr. Layton:

We have reviewed your application to place up to 70 cubic yards of locally sourced beach nourishment material, meeting Washington Department of Fish and Wildlife's forage fish sediment guidelines, within a 1,920-square-foot area in the Eld Inlet of the Puget Sound to construct a shoreline restoration project at 5821 Sunrise Beach Road NW, Olympia, Thurston County, Washington. Additionally, the project would place up to 1 cubic yard of rock to construct a return wall at the eastern bulkhead removal location to facilitate erosion protection for the neighboring parcel bulkhead. Based on the information you provided to us, Nationwide Permit (NWP) 27, *Aquatic Habitat Restoration, Enhancement, and Establishment Activities* (Federal Register December 27, 2021, Vol. 86, No. 245), authorizes your proposal as depicted on the enclosed amended drawings, dated February 1, 2024.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 27, Terms and Conditions* and the following special conditions:

a. In order to meet the requirements of the Endangered Species Act (ESA) and the Magnuson Stevens Fishery Conservation and Management Act (MSA), you must implement and abide by the applicable terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" and the applicable Essential Fish Habitat Conservation Recommendations as set forth in the Salish Sea Nearshore Programmatic (SSNP) Biological Opinion (BO) (National Marine Fisheries Service (NMFS) Reference Number WCRO-2019-04086) dated June 29, 2022 and U.S. Fish and Wildlife Service (USFWS) Reference Number FWS/R1/2022-0048454 dated July 29, 2022). The specific General Construction Measures, Project

Design Criteria, Essential Fish Habitat Conservation Measures, and monitoring and/or reporting requirements applicable to this permit are identified in the enclosed Notification Summary Sheet dated February 21, 2024 (NMFS Reference Number WCRO-2019-04086-6916; USFWS Reference Number 2022-0048454-S7-004). The BO is available on the U.S. Army Corps of Engineers (Corps) website (<https://www.nws.usace.army.mil/Missions/Civil-Works/Regulatory/Permit-Guidebook/Endangered-Species/>). You must provide the Corps and NMFS the information requested in the enclosed Notification Summary Sheet. All information must prominently display the reference number NWS-2023-930. Failure to comply with these requirements constitutes non-compliance with the ESA and your Corps permit. The NMFS and USFWS is the appropriate authority to determine compliance with the terms and conditions of their BO and with the ESA. If you cannot comply with the terms and conditions of this programmatic consultation, you must, prior to commencing construction, contact the Corps, Seattle District, Regulatory Branch for an individual consultation in accordance with the requirements of the ESA and/or the MSA.

b. In order to meet the requirements of the Endangered Species Act you may conduct the authorized in-water activities (e.g., pile driving) during the period from July 16 through February 15 in any year this permit is valid. You shall not conduct any in-water work authorized by this permit during the period from February 16 through July 15 in any year this permit is valid. Your work window is also subject to the forage fish restriction detailed in Special Condition "c" below.

c. Forage fish may be spawning in the project area during the allowed work window. If work is occurring between July 1 and March 31, in order to meet the requirements of the Endangered Species Act and for the protection of surf smelt, prior to construction, you must have an approved biologist confirm, in writing, that no forage fish are spawning in the area. For information on approved biologists for conducting forage fish surveys, contact the Washington Department of Fish and Wildlife (WDFW). If a WDFW Habitat Biologist has volunteered to conduct a survey as part of the Hydraulic Project Approval, this survey may be submitted to the U.S. Army Corps of Engineers (Corps). The letter or memorandum from the approved biologist or the WDFW Habitat Biologist must include the date of the inspection, the forage fish spawning findings, and must be provided to the Corps, Seattle District, Regulatory Branch via email to [joshua.r.taylor@usace.army.mil](mailto:joshua.r.taylor@usace.army.mil) (with a copy sent to [NWS.Compliance@usace.army.mil](mailto:NWS.Compliance@usace.army.mil)), prior to construction. Include reference number NWS-2023-930. If the approved biologist or WDFW Habitat Biologist confirms that no forage fish are spawning in the project area, you have two weeks from the date of the inspection to complete all work waterward of the High Tide Line.

We have reviewed your project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act and the National Historic Preservation Act. We have determined this project complies with the requirements of these laws provided you comply with all of the permit general and special conditions.

Please be reminded that Special Condition "a." of your permit requires that you implement and abide by the Endangered Species Act (ESA) requirements set forth in the programmatic Biological Opinion (BO) for this project. In particular, note that the BO requires you submit the enclosed *Certificate of Compliance with Department of the Army Permit*. All documents must be submitted to the Corps at [nws.compliance@usace.army.mil](mailto:nws.compliance@usace.army.mil), NMFS at [projectreports.wcr@noaa.gov](mailto:projectreports.wcr@noaa.gov), and USFWS at [SSNP\\_WA@fws.gov](mailto:SSNP_WA@fws.gov). Failure to comply with the commitments above constitutes non-compliance with the ESA and with this authorization.

Please note that National General Condition 21, *Discovery of Previously Unknown Remains and Artifacts*, found in the *Nationwide Permit Terms and Conditions* enclosure, details procedures that must be followed should an inadvertent discovery occur. You must ensure that you comply with this condition during the construction of your project.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements and Coastal Zone Management (CZM) consistency determination decision for this NWP. No further coordination with Ecology for WQC and CZM is required.

You have not requested a jurisdictional determination for this proposed project. If you believe the U.S. Army Corps of Engineers does not have jurisdiction over all or portions of your project, you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this NWP authorization is valid until March 14, 2026, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 14, 2026, you will have until March 14, 2027, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. All compliance reports should be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch electronically at [nws.compliance@usace.army.mil](mailto:nws.compliance@usace.army.mil). Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey. Referenced documents and information about our program are available on our website at [www.nws.usace.army.mil](http://www.nws.usace.army.mil), select "Regulatory Permit Information". A copy of this letter with enclosures will be furnished to Ms. Katrinka Hibler, [katrinka@thurstoncd.com](mailto:katrinka@thurstoncd.com). If you have any questions, please contact me at [joshua.r.taylor@usace.army.mil](mailto:joshua.r.taylor@usace.army.mil) or (360) 318-3724.

Sincerely,

*Brad Johnson*

Brad Johnson, Project Manager  
Regulatory Branch

Enclosures



US Army Corps  
of Engineers ®  
Seattle District

# NATIONWIDE PERMIT 27

## Terms and Conditions



2021 NWP - Final 41; Effective Date: February 25, 2022

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- A. Description of Authorized Activities
  - B. U.S. Army Corps of Engineers (Corps) National General Conditions for All Final 41 NWPs
  - C. Seattle District Regional General Conditions
  - D. Seattle District Regional Specific Conditions for this Nationwide Permit (NWP)
  - E. 401 Water Quality Certification (401 WQC) for this NWP
  - F. Coastal Zone Management Consistency Response for this NWP
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In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

### A. DESCRIPTION OF AUTHORIZED ACTIVITIES

27. Aquatic Habitat Restoration, Enhancement, and Establishment Activities. Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To be authorized by this NWP, the aquatic habitat restoration, enhancement, or establishment activity must be planned, designed, and implemented so that it results in aquatic habitat that resembles an ecological reference. An ecological reference may be based on the characteristics of one or more intact aquatic habitats or riparian areas of the same type that exist in the region. An ecological reference may be based on a conceptual model developed from regional ecological knowledge of the target aquatic habitat type or riparian area.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to the removal of accumulated sediments; releases of sediment from reservoirs to maintain sediment transport continuity to restore downstream habitats; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms are removed; the installation of current deflectors; the enhancement, rehabilitation, or re-establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to enhance, rehabilitate, or re-establish stream meanders; the removal of stream barriers, such as undersized culverts, fords, and grade control structures; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage ditches to restore wetland hydrology; the installation of structures or fills necessary to restore or enhance wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; coral restoration or relocation activities; shellfish seeding; activities needed to reestablish vegetation, including plowing or disking for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; re-establishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., the conversion of a stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services.

*Reversion.* For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge of dredged or fill material occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity, the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

Reporting. For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) the binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 32), except for the following activities:

(1) Activities conducted on non-Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies;

(2) Activities conducted in accordance with the terms and conditions of a binding coral restoration or relocation agreement between the project proponent and the NMFS or any of its designated state cooperating agencies;

(3) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or

(4) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency.

However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Authorities: Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

#### B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL 2021 NWPs - FINAL 41

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be

used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant

of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will

verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal,

and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the

required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already

meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

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(Transferee)

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(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or

other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

C. SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to the 2021 NWPs - Final 41 NWPs for the Seattle District in Washington State, as applicable.

### **RGC 1, Project Drawings**

Drawings must be submitted with pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the United States will be affected. Drawings

must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

### **RGC 2, Aquatic Resources Requiring Special Protection**

A PCN is required for activities resulting in a loss of waters of the United States in wetlands in dunal systems along the Washington coast, mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, and wetlands in coastal lagoons.

### **RGC 3, New Bank Stabilization in Tidal Waters of Puget Sound**

Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e) cannot be authorized by NWP.

### **RGC 4, Commencement Bay**

No permanent losses of wetlands or mudflats within the Commencement Bay Study Area may be authorized by any NWP (see Figure 2).

### **RGC 5, Bank Stabilization**

All projects including new or maintenance bank stabilization activities in waters of the United States where salmonid species are present or could be present, requires PCN to the U.S. Army Corps of Engineers (Corps) (see NWP general condition 32).

For new bank stabilization projects only, the following must be submitted to the Corps:

- a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.
- b. The type and length of existing bank stabilization within 300 feet of the proposed project.
- c. A description of current conditions and expected post-project conditions in the waterbody.
- d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

### **RGC 6, Crossings of Waters of the United States**

Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the U.S. Army Corps of Engineers (see NWP general condition 32).

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

### **RGC 7, Stream Loss**

A PCN is required for all activities that result in the loss of any linear feet of streams.

### **RGC 8, Construction Boundaries**

Permittees must clearly mark all construction area boundaries within waters of the United States before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees

should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

### **RGC 9, ESA Reporting to NMFS**

For any nationwide permit that may affect threatened or endangered species; Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries, National Marine Fisheries Service (NMFS) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NMFS, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by the NMFS to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

### **D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP:**

NWP 27 Specific Regional Conditions:

1. A pre-construction notification (PCN) must be submitted to the district engineer (see NWP general condition 32) for any proposed project located in a Department of the Army permit compensatory mitigation site, Comprehensive Environmental Response, Compensation and Liability Act (Superfund) site, Resource Conservation and Recovery Act hazardous waste clean-up site, Washington State Department of Ecology compensatory mitigation site, or Washington State Model Toxics Control Act clean-up site.
2. For projects subject to PCN, if there is a loss of waters of the U.S. the project proponent must explain in the PCN why the loss is necessary. The project proponent must also demonstrate how despite the loss of waters the overall project would result in a net increase in aquatic/ecological functions .
3. The PCN must contain a description of pre-project site conditions including presence of wetlands (including photographs) and aquatic/ecological functions the site provides within the watershed.
4. For projects that would result in a loss of waters of the U.S., the project proponent must include maintenance and monitoring plans with the PCN.
5. Restoration projects involving shellfish seeding must use shellfish native to the watershed.

E. 401 WATER QUALITY CERTIFICATION: Depending on the geographic region of the work authorized by this verification, the appropriate 401 certifying authority has made the following determinations:

**Washington Department of Ecology (Ecology) (Projects in all areas except as described for the other certifying agencies listed below): General and Specific WQC Conditions**

#### **A. State General Conditions for all Nationwide Permits**

In addition to all of the U.S. Army Corps of Engineers' (Corps) national and Seattle District's regional permit conditions, the following state general Water Quality Certification (WQC) conditions **apply to all NWPs whether granted or granted with conditions** in Washington where Ecology is the certifying authority.

Due to the lack of site specific information on the discharge types, quantities, and specific locations, as well as the condition of receiving waters and the quantity of waters (including wetlands) that may be lost,

Ecology may need to review the project if one of the following state general conditions is triggered.

This case-by-case review may be required, and additional information regarding the project and associated discharges may be needed, to verify that the proposed project would comply with state water quality requirements and if an individual WQC is required or if the project meets this programmatic WQC.

1. **In-water construction activities.** Ecology WQC review is required for projects or activities authorized under NWPs where the project proponent has indicated on the Joint Aquatic Resource Permit Application (JARPA) question 9e that the project or activity will not meet State water quality standards, or has provided information indicating that the project or activity will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC).

Note: In-water activities include any activity within a jurisdictional wetland and/or waters.

2. **Projects or Activities Discharging to Impaired Waters.** Ecology WQC review is required for projects or activities that will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter to determine if the project meets this programmatic WQC or will require individual WQC.

To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. **Aquatic resources requiring special protection.** Certain aquatic resources are unique and difficult-to-replace components of the aquatic environment in Washington. Activities that would affect these resources must be avoided to the greatest extent practicable. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings.

Ecology WQC review is required for projects or activities in areas identified below to determine if the project meets this programmatic WQC or will require individual WQC.

- a. Activities in or affecting the following aquatic resources:
  - i. Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):
    - Estuarine wetlands.
    - Wetlands of High Conservation Value.
    - Bogs.
    - Old-growth forested wetlands and mature forested wetlands.
    - Wetlands in coastal lagoons.
    - Wetlands in dunal systems along the Washington coast.
    - Vernal pools.
    - Alkali wetlands.
  - ii. Fens, aspen-dominated wetlands, camas prairie wetlands.
  - iii. Category I wetlands.
  - iv. Category II wetlands with a habitat score  $\geq 8$  points.
- b. Activities in or resulting in a loss of eelgrass (*Zostera marina*) beds.

This state general condition does not apply to the following NWP's:  
NWP 20 – Response Operations for Oil and Hazardous Substances  
NWP 32 – Completed Enforcement Actions  
NWP 48 – Commercial Shellfish Mariculture Activities

4. **Loss of More than 300 Linear Feet of Streambed.** For any project that results in the loss of more than 300 linear feet of streambed Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
5. **Temporary Fills.** For any project or activity with temporary fill in wetlands or other waters for more than six months Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
6. **Mitigation.** Project proponents are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology WQC review or an individual WQC with unavoidable impacts to aquatic resources, a mitigation plan must be provided.
  - a. Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at a minimum, include the following:
    - i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
    - ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).
    - iii. The rationale for the mitigation site that was selected.
    - iv. The goals and objectives of the compensatory mitigation project.
    - v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.
    - vi. How it will be maintained and monitored to assess progress toward goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
    - vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans.

Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approaches such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the

appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

- b. Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

**7. Stormwater Pollution Prevention.** All projects involving land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters.

- a. For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.
- b. Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permit information are available on Ecology's website.

**8. Application.** For projects or activities that will require Ecology WQC review, or an individual WQC, project proponents must provide Ecology with a JARPA or the equivalent information, along with the documentation provided to the Corps, as described in national general condition 32, Pre-Construction Notification (PCN), including, where applicable:

- a. A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project discharge(s) would cause, best management practices (BMPs), and proposed means to monitor the discharge(s).
- b. List of all federal, state or local agency authorizations required to be used for any part of the proposed project or any related activity.
- c. Drawings indicating the OHWM, delineation of special aquatic sites, and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland Rating forms are subject to review and verification by Ecology staff.

Guidance for determining the OHWM is available on Ecology's website.

- d. A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See state general condition 5.
- e. Other applicable requirements of Corps NWP general condition 32, Corps regional conditions, or notification conditions of the applicable NWP.

Ecology **grants with conditions Water Quality Certification (WQC)** for this NWP provided that Ecology individual WQC review is not required per the state general conditions (see above) and the following conditions:

**Ecology Section 401 Water Quality Certification – Granted with conditions.**

- 1. Ecology WQC review is required if the project or activity is in a known contaminated or cleanup site to determine if an individual WQC is required or the project meets the programmatic WQC for this NWP.

2. Ecology individual WQC is required for projects or activities authorized under thisNWP if:
  - a. The project or activity directly impacts ½ acre or more of tidal waters; or
  - b. The project or activity affects ½ acre or more of wetlands; or
  - c. The project or activity is a mitigation bank or an advance mitigation site.

**Environmental Protection Agency (EPA) (on Tribal Lands where Tribes Do Not Have Treatment in a Similar Manner as a State and Lands with Exclusive Federal Jurisdiction in Washington):**

On behalf of the 28 tribes that do not have treatment in a similar manner as a state and for exclusive federal jurisdiction lands located within the state of Washington, EPA Region 10 has determined that CWA Section 401 WQC for the following proposed NWP is granted with conditions. EPA Region 10 has determined that any discharge authorized under the following proposed NWP will comply with water quality requirements, as defined at 40 C.F.R. § 121.1(n), subject to the following conditions pursuant to CWA Section 401(d).

General Conditions:

**EPA General Condition 1 – Aquatic Resources of Special Concern**

Activities resulting in a point source discharge in the following types of aquatic resources of special concern shall request an individual project-specific CWA Section 401 WQC: mature forested wetlands; bogs, fens and other peatlands; vernal pools; aspen-dominated wetlands; alkali wetlands; camas prairie wetlands; wetlands in dunal systems along the Oregon or Washington Coast; riffle-pool complexes of streams; marine or estuarine mud-flats; salt marshes; marine waters with native eelgrass or kelp beds; or marine nearshore forage fish habitat. To identify whether a project would occur in any of these aquatic resources of special concern, project proponents shall use existing and available information to identify the location and type of resources, including using the U.S. Fish and Wildlife Service’s online digital National Wetland Inventory maps, identifying project location on topographical maps, and/or providing on-site determinations as required by the Corps. When a project requires a Pre-Construction Notification (PCN) to the Corps, project proponents shall work with the Corps to identify whether the project is in any of these specific aquatic resources of special concern.

**EPA General Condition 2 – Soil Erosion and Sediment Controls**

Turbidity shall not exceed background turbidity by more than 50 Nephelometric Turbidity Units (NTU) above background instantaneously or more than 25 NTU above background for more than ten consecutive days.<sup>8</sup> Projects or activities that are expected to exceed these levels require an individual project-specific CWA Section 401 WQC.

The turbidity standard shall be met at the following distances from the discharge:

<b>Wetted Stream Width at Discharge Point</b>	<b>Approximate Downstream Point to Sample to Determine Compliance</b>
Up to 30 feet	50 feet
>30 to 100 feet	100 feet
>100 feet to 200 feet	200 feet
>200 feet	300 feet
Lake, Pond, Reservoir	Lesser of 100 feet or maximum surface distance

<b>For Marine Water</b>	<b>Point of Compliance for Temporary Area of Mixing</b>
Estuaries or Marine Waters	Radius of 150 feet from the activity causing the turbidity exceedance

Measures to prevent and/or reduce turbidity shall be implemented and monitored prior to, during, and after construction. Turbidity monitoring shall be done at the point of compliance within 24 hours of a precipitation event of 0.25 inches or greater. During monitoring and maintenance, if turbidity limits are exceeded or if measures are identified as ineffective, then additional measures shall be taken to come into compliance and EPA shall be notified within 48 hours of the exceedance or measure failure.

**EPA General Condition 3 - Compliance with Stormwater Pollution Prevention and the National Pollutant Discharge Elimination System Permit Provisions**

For land disturbances during construction that 1) disturb one or more acres of land, or 2) will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land, the permittee shall obtain and implement Construction Stormwater General Permit requirements,<sup>9</sup> including:

1. The permittee shall develop a Stormwater Pollution Prevention Plan (SWPPP)<sup>10</sup> and submit it to EPA Region 10 and appropriate Corps District; and
2. Following construction, prevention or treatment of ongoing stormwater runoff from impervious surfaces that includes soil infiltration shall be implemented.

**EPA General Condition 4 – Projects or Activities Discharging to Impaired Waters**

Projects or activities are not authorized under the NWP if the project will involve point source discharges into an active channel (e.g., flowing or open waters) of a water of the U.S. listed as impaired under CWA Section 303(d) and/or if the waterbody has an approved Total Maximum Daily Load (TMDL) and the discharge may result in further exceedance of a specific parameter (e.g., total suspended solids, dissolved oxygen, temperature) for which the waterbody is listed or has an approved TMDL. The current lists of impaired waters of the U.S. under CWA Section 303(d) and waters of the U.S. for which a TMDL has been approved are available on EPA Region 10’s web site at: <https://www.epa.gov/tmdl/impaired-waters-and-tmdls-region-10>.

**EPA General Condition 5 – Notice to EPA**

All project proponents shall provide notice to EPA Region 10 prior to commencing construction activities authorized by a NWP. This will provide EPA Region 10 with the opportunity to inspect the activity for the purposes of determining whether any discharge from the proposed project will violate this CWA Section 401 WQC. Where the Corps requires a PCN for an applicable NWP, the project proponent shall also provide the PCN to EPA Region 10. EPA Region 10 will provide written notification to the project proponent if the proposed project will violate the water quality certification of the NWP.

**EPA General Condition 6 – Unsuitable Materials**

The project proponent shall not use wood products treated with leachable chemical components (e.g., copper, arsenic, zinc, creosote, chromium, chloride, fluoride, pentachlorophenol), which result in a discharge to waters of the U.S., unless the wood products meet the following criteria:

1. Wood preservatives and their application shall be in compliance with EPA label requirements and criteria of approved EPA Registration Documents under the Federal Insecticide, Fungicide, and Rodenticide Act;
2. Use of chemically treated wood products shall follow the Western Wood Preservatives Institute (WWPI) guidelines and BMPs to minimize the preservative migrating from treated wood into the aquatic environment;
3. For new or replacement wood structures, the wood shall be sealed with non-toxic

products such as water-based silica or soy-based water repellants or sealers to prevent or limit leaching. Acceptable alternatives to chemically treated wood include untreated wood, steel (painted, unpainted or coated with epoxy petroleum compound or plastic), concrete and plastic lumber; and

4. All removal of chemically treated wood products (including pilings) shall follow the most recent "EPA Region 10 Best Management Practices for Piling Removal and Placement in Washington State."

**EPA NWP Specific Conditions:**

NWP 27 is conditionally certified, subject to the general conditions listed above, except that an individual project-specific WQC is required when the project:

1. Involves dam removal; or
2. Involves greater than 1 acre of impacts to waters of the U.S.; or
3. Would impact greater than 500 linear feet of waters of the U.S.; or
4. Involves greater than 1/2 acre of impacts to tidal wetlands or waters.

**Specific Tribes with Certifying Authority (Projects in Specific Tribal Areas):**

WQC was issued by the Swinomish Indian Tribal Community. WQC was waived by the Confederated Tribes of the Chehalis Reservation and Colville Indian Reservation, Kalispel Tribe of Indians, Port Gamble S'Klallam Tribe, Quinault Indian Nation, and the Spokane Tribe of Indians. WQC was denied by the Lummi Nation, Makah Tribe, Puyallup Tribe of Indians, and the Tulalip Tribes; therefore, individual WQC is required from these tribes.

**F. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY RESPONSE FOR THIS NWP:**

Ecology's determination is that they concur with conditions that this NWP is consistent with CZMA.

**CZM Federal Consistency Response – Concur with Conditions.**

1. A CZM Federal Consistency Decision is required for projects or activities under this NWP if a State 401 Water Quality Certification is required.

### **3. Appendix D – Prevailing Wage**

This project has received both state and federal funding and as such requires compliance with Washington State Prevailing Wage requirements and federal Davis Bacon prevailing wage rates. It has been determined that Washington State prevailing wage rates are higher and will prevail for this project. Reporting requirements for both state and federal prevailing wages must be completed.

The Contractor will be required to pay Thurston County Prevailing Wage rates as of May 16, 2024. The Thurston County rates are available at the Department of Labor and Industries website at: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

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Thurston Conservation District

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Addendum 1

Lower Eld Bulkhead Removal Project #2024-01



**Issued by:**  
**Katrinka Hibler**  
**Thurston Conservation District**  
**582 Tilley Court SE, Suite 152**  
**Tumwater, WA 98501**

**Phone: 360-878-0591**

May 22, 2024

To: Prospective Respondents to the Lower Eld Bulkhead Removal Project

Subject: **Addendum 1 to RFP solicitation 2024-01, Lower Eld Bulkhead Removal Project RFP**

This addendum modifies the Request for Proposals for this project.

**The mandatory Pre-Bid Walk will be changed to May 28, 2024 at 3pm at the project site.**  
The previously scheduled bid walk on May 24<sup>th</sup> 2024 is cancelled.

All respondents are asked to review this addendum, consider it in preparation for their

responses, and acknowledge this consideration in their response.

The following modifications have been made to the project specific specifications:

#### 8-01.5 Payment

Payment will be made for Bid Item 4 TESC & SWPPP, as per the bid list. The lump sum payment shall be full compensation for all installing, monitoring, maintaining and removal of all erosion and water pollution control features and BMPs. In this bid item Stabilized Construction Entrance/Exit and 44 LF of straw wattles shall be considered as optional and be bid as Additive.

#### 9-09 Timber and Lumber

##### Log Hardware Assembly and Anchor

All assembly hardware for log anchorage must be marine-grade galvanized. Refer to Sheet 7 Detail 2 for required assembly hardware. The recommended anchor for the project is Manta Ray MR-1 Anchor paired with 3.5-foot long  $\frac{3}{4}$ " forged double guy eye threaded anchor rod (D7531/2). The anchor shall be driven all the way down to subgrade with a 1.5-foot-long extension lashing chain turning straight. Anchor installation shall follow manufacturer installation guide.

Replace the Bid Schedule sheet with the following page.

*Bid Schedule*

Item #	Work Item	Unit	Qty	Unit Cost	Line Cost
1	Mobilization	LS	1		
2	Construction Surveying/Staking	LS	1		
3	Temporary Construction Access and Staging	LS	1		
4	TESC & SWPPP	LS	1		
5	Clearing and Grubbing	LS	1		
6	Final Cleanup, Site Restoration	LS	1		
7	Tree Removal (6 trees)	LS	1		
8	Brick and Mortar Fireplace and Debris Removal (5 CY)	LS	1		
9	Concrete and Rock and Mortar Wall Removal (20 CY)	LS	1		
10	Excavation – Return Wall (61 CY)	LS	1		
11	Rock return Wall (12 LF) and Boulders (27 CY)	LS	1		
12	Beach Nourishment (165 Ton)	LS	1		
13	Large Log Placement (Total 5, 1 anchored)	LS	1		
14	Mulching for Construction	LS	1		
<b>Additive Items</b>					
A1	Compost (35 CY)	LS	1		
A2	Mulching for Planting (50 CY)	LS	1		
A3	Stabilized Construction Entrance/Exit and 44 LF of straw wattles	LS	1		
	Total Bid Amount (Main + Additive)				
	Thurston County sales tax (8.3%)				
	<b>Total Contract Bid</b>				

CY - Cubic Yard, LS - Lump Sum, TON = Ton (2000lbs)

Demolition material quantities shown in Bid Schedule are approximate, estimated based on available survey data and / or field observations. Quantities are provided for reference to the Contractor for bidding purposes.

*Bid Guarantee Period*

I agree to hold this bid open for a period of **45 days** after the bid opening. If this bid is accepted, I agree to execute a Contract and/or Purchase Order with Thurston County Conservation District along with furnishing the required 5% bonding and insurances.

*Required Bid Documents*

**Failure to provide any of the required bid documents will result in bid disqualifications (see page 4).**

*INTENT TO PAY PREVAILING WAGES*

The undersigned hereby agrees to pay labor not less than the prevailing rate of wages set forth in the Special Provisions for this project.

Thurston Conservation District  
Addendum 2

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Lower Eld Bulkhead Removal Project #2024-01



**Issued by:**  
**Katrinka Hibler**  
**Thurston Conservation District**  
**582 Tilley Court SE, Suite 152**  
**Tumwater, WA 98501**

**Phone: 360-878-0591**

May 31, 2024

To: Prospective Respondents to the Lower Eld Bulkhead Removal Project

Subject: **Addendum 2 to RFP solicitation 2024-01, Lower Eld Bulkhead Removal Project RFP**

This addendum modifies the Request for Proposals for this project.

All respondents are asked to review this addendum, consider it in preparation for their responses, and acknowledge this consideration in their response.

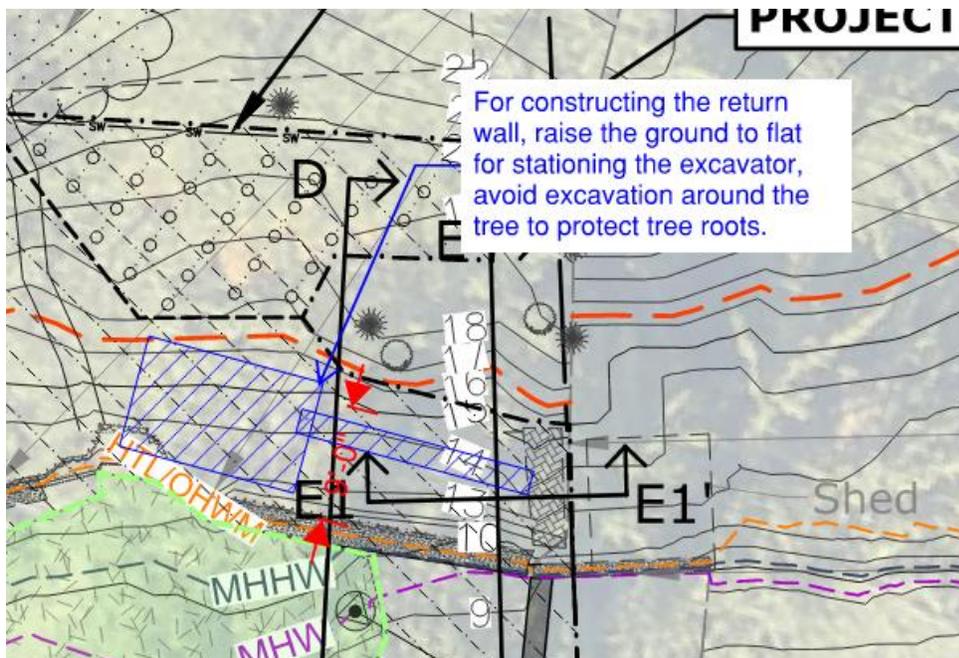
**Clarifying points from the engineer:**

Wood mulch is needed along the access road to protect existing driveway and through the forest land, but not required on the house pad staging areas. The lower staging area will need mulch. The contractor needs to determine if poly tarp or another type of mat is needed in the staging areas to avoid mixing dirt or mulch into rock or beach material. The dump truck should only load/unload materials at upper storage area, so access to the lower stockpiling area is only for construction machines (excavator and loader etc.) or a light truck. Contractor is responsible for assessing the condition of access road/path to ensure safe transport of machinery and materials.

The contractor should assess the driveway and forest access conditions to determine if localized pre-conditioning with mats/pads, crushed rock/spalls, or other material is required, including construction entrance/exit – this should be part of the Bid Item 3 “Temporary Construction Access and Staging”, or included in construction entrance/exit.

The lower staging/working area is designated as an extended work area for bulkhead removal and machine maneuvering, and also for temporary storage of small quantities of imported/excavated materials to be immediately used or transport upland.

The contractor should try to build the return wall from behind the bulkhead if possible. They should consider constructing the wall first before fully removing the bulkhead assuming there is enough space and ground support for excavator access and stationing above bulkhead. Here is my recommendation (as shown below).



The contractor will be required to submit a work plan clarifying their proposed approach prior to the start of construction. Pre-approval of the approach by the engineer will be required.

**The following questions were asked at the bid walk:**

If rock is installed on the access roads, does it need to be removed at the completion of the project?

*Any rock installed below the upper house site staging area will need to be removed at project completion. Rock installed between Tag Lane and the upper staging area may be left on site with project manager approval. The landowner has stated that 1.5" minus gravel may be left on site.*

There is a Madrone with limbs hanging over the area where the east return wall will be constructed. Can the tree be limbed up to work on the wall?

*The contractor will be allowed to limb up the trees overhanging the worksite if they will interfere with construction. Good pruning practices will be required. See attached International Society of Arboriculture handout "Pruning Mature Trees" for guidance.*

Mats are required to protect the beach when using heavy equipment. Does the mat have to be wood? Could crushed metal culverts be used?

*The material required for the beach protecting mats is not specified. Any material that does not contaminate the beach and provides the intended weight dispersion is allowable.*

Is access by water allowed?

*Additional approval from the tidal landowner would be required if water access is used by the contractor. The project manager would seek that approval. Access by water is not disallowed in the permits. Access by water would not allow grounding or spudding.*

Are straw and seed mulch required at project completion?

*No, straw mulch is not allowed. The required wood mulching at the completion of the project is described in the project specifications Sections 8-01.3, 9-14.5(4). No seeding is allowed.*

Can the terraces on the slope be re-graded to improve site access? Do the terraces need to be reconstructed at the completion of the project?

*Minimal grading is allowed to provide site access. At the completion of the project, the access route will be de-compacted and minimally re-graded to prevent concentrated surface runoff. The project manager's approval will be required.*

Where will the 165 tons of beach nourishment material be placed?

*Due to sediment movement on the beach during the winter months, current sediment accumulations have reduced the need for beach nourishment material. The beach nourishment line item will be bid per ton and used as needed to complete the project. It is unlikely that the entire 165 tons will be required.*

*Use the adjusted bid sheet on the last page for your proposal.*

**Additional Questions Received:**

Is Columbia Granite an authorized quarry or is any state spec rock acceptable?

*Any granite rock meeting the state specifications is acceptable. Please submit the proposed source for granite wall rock with your proposal.*

Can topsoil and mulch be applied by machine instead of being blown in?

*There is no topsoil required for this project. You may propose an alternative method of spreading the compost and mulch that does not require large equipment to leave the construction access pathways and staging areas. The intention of specifying that the compost and mulch are blown onto the planting area is to avoid soil disturbance and compaction. The project manager will review alternative proposals.*

Confirming that you will be taking care of surveying and initial staking?

*The initial surveying and staking will be installed by the owner.*

For boulders, can we use igneous rock or wall boulders?

*Only angular granite rock meeting the WSDOT 9-13.7 Rock for Rock wall specifications is acceptable.*



*Bid Schedule*

Item #	Work Item	Unit	Qty	Unit Cost	Line Cost
1	Mobilization	LS	1		
2	Construction Surveying/Staking	LS	1		
3	Temporary Construction Access and Staging	LS	1		
4	TESC & SWPPP	LS	1		
5	Clearing and Grubbing	LS	1		
6	Final Cleanup, Site Restoration	LS	1		
7	Tree Removal (6 trees)	LS	1		
8	Brick and Mortar Fireplace and Debris Removal (5 CY)	LS	1		
9	Concrete and Rock and Mortar Wall Removal (20 CY)	LS	1		
10	Excavation – Return Wall (61 CY)	LS	1		
11	Rock return Wall (12 LF) and Boulders (27 CY)	LS	1		
12	Beach Nourishment (up to 165 Ton)	Ton	165		
13	Large Log Placement (Total 5, 1 anchored)	LS	1		
14	Mulching for Construction	LS	1		
<b>Additive Items</b>					
A1	Compost (35 CY)	LS	1		
A2	Mulching for Planting (50 CY)	LS	1		
A3	Stabilized Construction Entrance/Exit and 44 LF of straw wattles	LS	1		
	Total Bid Amount (Main + Additive)				
	Thurston County sales tax (8.3%)				
	<b>Total Contract Bid</b>				

CY - Cubic Yard, LS - Lump Sum, TON = Ton (2000lbs)

Demolition material quantities shown in Bid Schedule are approximate, estimated based on available survey data and / or field observations. Quantities are provided for reference to the Contractor for bidding purposes.

*Bid Guarantee Period*

I agree to hold this bid open for a period of **45 days** after the bid opening. If this bid is accepted, I agree to execute a Contract and/or Purchase Order with Thurston County Conservation District along with furnishing the required 5% bonding and insurances.

*Required Bid Documents*

**Failure to provide any of the required bid documents will result in bid disqualifications (see page 4).**

*INTENT TO PAY PREVAILING WAGES*

The undersigned hereby agrees to pay labor not less than the prevailing rate of wages set forth in the Special Provisions for this project.

# Pruning Mature Trees

Understand the pruning needs of mature trees and the proper pruning techniques for their care.



Pruning is the most common tree maintenance procedure. Although forest trees grow well with only nature's pruning, landscape trees require a higher level of care to maintain their structural integrity and aesthetics. Pruning must be done with an understanding of tree biology because improper pruning can create lasting damage or shorten the tree's life.

## Reasons for Pruning

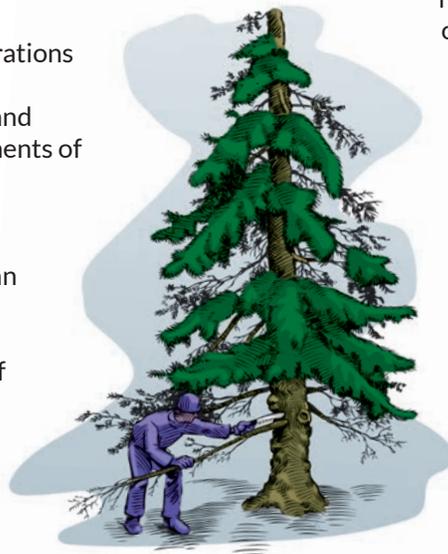
Because each cut has the potential to change the growth of the tree, no branch should be removed without a reason. Common reasons include:

- Removing dead branches, improving form, and to reduce risk.
- To increase light and air penetration to the inside of the tree's crown or to the landscape below.
- Generally, mature trees are pruned as corrective or preventive measures.

Routine thinning does not necessarily improve the health of a tree. Trees produce a dense crown of leaves to manufacture the sugar used as energy for growth and development. Removal of foliage through pruning can reduce growth and stored energy reserves. Heavy pruning can be a significant health stress for the tree.

There are many outside considerations that make it necessary to prune trees such as: safety, clearance, and compatibility with other components of a landscape.

Proper pruning, with an understanding of tree biology, can maintain good tree health and structure while enhancing the aesthetic and economic values of our landscapes.



## When to Prune

Most light, routine pruning to remove weak, dead, or diseased limbs can be accomplished at any time during the year with little effect on the tree.

As a rule, growth and wound closure are maximized if pruning takes place before the spring growth flush. Some trees, such as maples and birches, tend to "bleed" if pruned early in the spring. It may be unsightly, but it is of little consequence to the tree.

Heavy pruning of live tissue just after the spring growth flush should be avoided, especially on weak trees. At that time, trees have just expended a great deal of energy to produce foliage and early shoot growth. Removal of a large percentage of foliage at that time can stress the tree.

A few tree diseases, such as oak wilt, can be spread through pruning wounds and provide access to pathogens (disease-causing agents). Susceptible trees should not be pruned during active transmission periods.

## How Much Should Be Pruned?

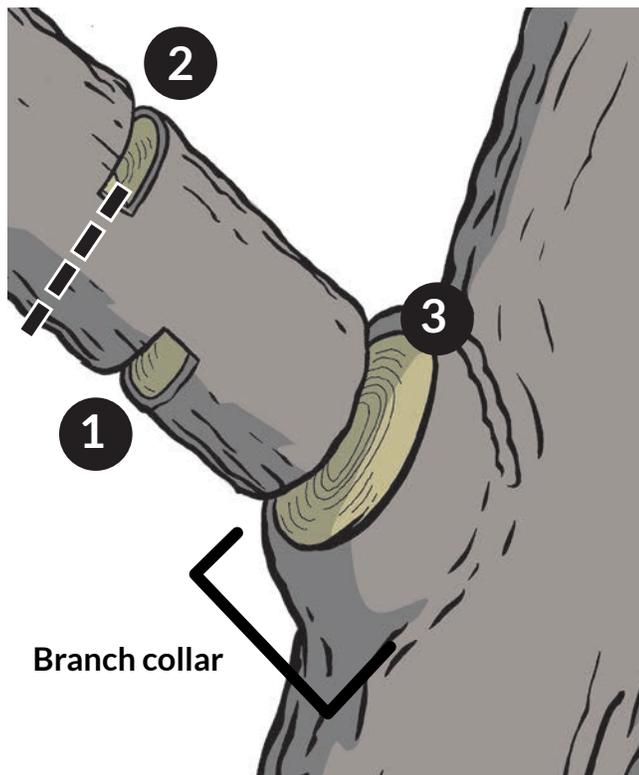
The amount of live tissue that should be removed depends on the tree's size, species, age, and pruning objectives. Younger trees tolerate the removal of a higher percentage of living tissue better than mature trees. Generally, no more than 25% of the crown should be removed at once, and less for mature trees.

Removal of a single, large-diameter limb can create a wound that may not be able to close. Care should be taken to meet pruning objectives.

## Making Proper Pruning Cuts

A correct pruning cut removes the branch just outside of the collar. **Do not make cuts flush to the trunk.** Trunk tissues above and below a flush cut branch often die, creating dead spots.

If a collar has grown out on a dead limb, make the cut just beyond the collar. Do not cut the collar.



(See figure above.) If a large limb is to be removed, its weight should first be reduced as follows:

1. Make an undercut about 12–18 inches (30–46 cm) from the limb's point of attachment.
2. Make a second cut from the top, directly above or a few inches farther out on the limb. Doing so removes the limb, leaving a stub.
3. Remove the stub by cutting back to the branch collar. This technique reduces the possibility of tearing the bark.

## Pruning Techniques

**Cleaning** is the removal of dead, dying, diseased, weakly attached, and low-vigor branches from the crown of a tree.

**Raising** removes the lower branches from a tree to provide clearance for buildings, vehicles, pedestrians, and vistas.

**Reduction** reduces the size of a tree, often for utility line clearance. Reducing a tree's height or spread is best accomplished by pruning back the leaders and branch terminals to secondary branches that are large enough to assume the terminal roles (at least one-third the diameter of the cut stem). Compared to topping (See "Why Topping Hurts Trees" brochure), reduction helps maintain the tree's form and structural integrity.

**Reducing density** of foliage at the crown periphery (previously called thinning) is sometimes performed to increase wind or light penetration for aesthetic reasons and to promote interior foliage development.

## Wound Dressings

Research has shown that wound dressings do not reduce decay or speed up wound closure and rarely prevent insect or disease infestations. Most experts recommend not using wound dressings.

## Hiring an Arborist

Pruning large trees can be dangerous. Pruning that involves working above the ground or using power equipment should be done by an ISA Certified Arborist®. These arborists can determine the type of pruning necessary to improve the overall health of the tree and provide the services of a trained crew with the required safety equipment and liability insurance.

### What Is a Certified Arborist?

ISA Certified Arborists® are individuals who have proven a level of knowledge in the art and science of tree care through experience and by passing a comprehensive examination developed by some of the nation's leading experts on tree care. ISA Certified Arborists must also continue their education to maintain their certification. Therefore, they are more likely to be up to date on the latest techniques in arboriculture.

### Finding an Arborist

Visit [TreesAreGood.org](http://TreesAreGood.org) for free tools:

- The "Find an Arborist" tool can help you locate an arborist in your area.
- The "Verify a Credential" tool enables you to confirm whether an arborist has an ISA credential.

### Be an Informed Consumer

One of the best methods to use in choosing an arborist is to educate yourself about some of the basic principles of tree care. Visit [TreesAreGood.org](http://TreesAreGood.org) to read and download all brochures in this series.



[www.isa-arbor.com](http://www.isa-arbor.com) • [www.treesaregood.org](http://www.treesaregood.org)

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Through research, technology, and education, the International Society of Arboriculture promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees.



# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> South Thurston Community Wildfire Protection Plan Contract	
<b>Lead Staff:</b> Stephanie Bishop	<b>Board Meeting Date:</b> 06/25/24
<b>Goal of Presentation:</b>	<input checked="" type="checkbox"/> <b>Decision</b> <input type="checkbox"/> <b>Information</b> <input type="checkbox"/> <b>Feedback</b>
<b>Description/Background:</b>	<i>Please provide a description or background of the project.</i>
<p>TCD was awarded funding through WSCC to (in part) complete a Community Wildfire Protection Plan in Thurston County. Through a competitive RFQ process, Ross Strategic was found to be the top candidate and lead the Community Wildfire Protection Plan process for South Thurston. The South Thurston CWPP will accomplish the following:</p> <ul style="list-style-type: none"> <li>• Focus efforts on the areas of Thurston County with the greatest fire risk;</li> <li>• Develop a working group of stakeholders with a shared vision to improve fire resiliency in South Thurston County;</li> <li>• Identify mitigation projects, resource improvements (e.g., updated radios for rural volunteer fire districts), and other actions to improve wildfire resiliency in the focus area;</li> <li>• Assign project leads and describe means for successful implementation of these actions;</li> <li>• Produce actionable projects that can dovetail into other county and regional plans;</li> <li>• Create a foundational process and stakeholder group to continue planning for a county-wide and/or other additional nested CWPP's in Thurston County.</li> </ul>	
<b>Pros:</b> This contract utilizes the skills of a well-known, local consultant to lead the CWPP process, allowing TCD to play a supporting and participatory role. We plan on working closely with the consultant to make sure the timelines and deliverables are met by June 2025.	<b>Cons:</b> We will be working with Ross to complete this process by June 2025. As the fire authorities will be key stakeholders in this work, we will be delaying the start of this process until Fall 2025. The timeline is somewhat tight, and for that reason TCD staff will be in close contact with Ross and the other stakeholders to assure the process stays on track.
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
Grant funds are already secured for \$100,000 from the Forest Health Grant (W130).	
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>
Approve for signature	
<b>Legal Review:</b>	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Not Required</b>
<b>Supporting Documents:</b> <i>Please list below <b>and</b> attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
Also attached is the RFQ that went out to consultants in early June.	



**MEMORANDUM OF AGREEMENT BETWEEN  
THURSTON CONSERVATION DISTRICT AND  
ROSS STRATEGIC**

**SOUTH THURSTON COMMUNITY WILDFIRE  
PROTECTION PLAN**

This Memorandum of Agreement is entered into by Thurston Conservation District, having its principal offices at 2918 Ferguson Street SW, Building #1, Suite A, Tumwater, WA 98512 (TCD) and Ross Strategic, 1325 4<sup>th</sup> Ave Suite 1600, Seattle, WA 98101

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to provide for the sub-contract of activities and funds awarded by the Washington State Conservation Commission between Thurston Conservation District (TCD) and Ross Strategic.
  
2. **ADMINISTRATION OF AGREEMENT:** No separate or joint entity is being created by this Agreement. Rather TCD and Ross Strategic will each have a contract representative who will administer the agreement for each party. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

TCD Contract Representative

Sarah Moorehead  
Executive Director  
Thurston Conservation District  
2918 Ferguson Street SW, Building 1, Suite A  
Tumwater, WA 98512  
(360) 754-3588

ROSS STRATEGIC Contract Representative

Tess Wendel  
Business Development Manager  
1325 4<sup>th</sup> Ave Suite 1600, Seattle, WA 98101  
206-792-4018  
twendel@rossstrategic.com

3. **DURATION OF AGREEMENT:** This agreement shall remain in effect from JUNE 25, 2024 through JUNE 30, 2025. The duration of this agreement is subject to modification or extension set forth by APPENDIX A or subsequent funding awards for continuation of this project. Subsequent awards will be included by AMENDMENT to this agreement and approved in writing by both parties.

4. **SCOPE OF WORK:** The following activities and deliverables will be performed by Ross Strategic: Please see APPENDIX A.
5. **BUDGET:** Reimbursement for activities outlined in SECTION 4 SCOPE OF WORK is not to exceed \$100,000.
6. **FINANCIAL RESPONSIBILITY:** TCD shall approve all costs of Ross Strategic's implementation of the scope of work, according to any and all parameters agreed upon by both parties, or set forth by APPENDIX A.
7. **REIMBURSEMENT AND REPORTING:** Ross Strategic shall invoice TCD for work performed on a monthly basis.

Failure to submit invoices to TCD by the invoice due date may result in non-reimbursement to Ross Strategic for that invoice period.

TCD shall reimburse Ross Strategic within thirty (30) days of receipt of the invoice. For each invoice period, invoices must include:

- a. Total expenses
  - b. Match documentation
  - c. Activities accomplished
8. **ASSIGNMENT:** Ross Strategic may assign or subcontract any portion of the services requested pursuant to this Agreement so long as TCD gives prior written approval for such assignment or subcontract. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.
  9. **TERMINATION OF AGREEMENT:** Either party may terminate this agreement by giving thirty (30) calendar days written notice to the other party. Written notice by email is acceptable. Unused funds will be returned. Termination of APPENDIX A for non-compliance or any other reason will result in automatic termination of this agreement.
  10. **SEVERABILITY:** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.
  11. **ENTIRE AGREEMENT:** This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to the Agreement shall be valid.

12. **DISPUTES:** Any controversy arising out of this Contract or the performance thereof shall be decided by litigation in Thurston County Superior Court.

13. **CHANGES:** Ross Strategic shall not implement any changes in the scope of work described herein unless TCD and Ross Strategic agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms or by a public agency with inspection powers applicable to the project. However, if modifications are necessary to comply with a change in law or an enforceable order or direction from a public agency with inspection powers applicable to the project, Ross Strategic shall implement the change as needed to maintain the project schedule and TCD and Ross Strategic shall negotiate price, schedule or other contractual modifications during and after performance of the change work. If these negotiations are not acceptable, TCD shall issue a Construction Change Directive making such price, schedule or other contractual modifications it considers appropriate, and Ross Strategic shall treat any remaining disagreement as a dispute under the Dispute Clause herein.

Ross Strategic

\_\_\_\_\_  
Loretta A. Ahouse, Chief Operating Officer

Date

Thurston Conservation District

\_\_\_\_\_  
Sarah Moorehead, Executive Director

Date

**Appendix A**

**Scope of Work**

The following Scope of Work describes tasks to be accomplished by Ross Strategic during the contract time of July 1, 2024- June 30, 2025.

**South Thurston Community Wildfire Preparedness Plan**

**Key Activities and Budget**

Task	Key Activities and Outcomes	Timing	Proposed Budget
<p><b>Project kickoff meeting between TCD and Ross:</b> Online meeting between Ross and TCD to introduce team members and solidify roles, responsibilities and expectations for the overall project</p>	<p>Schedule and plan meeting Hold meeting Document meeting</p> <p>Outcomes: Clarity on project roles and deliverables; direction to finalize/adjust project Workplan; plan for ongoing coordination</p>	<p>Schedule within 2 weeks of executing contract or as soon as possible after that based on TCD schedules</p>	<p>\$4,000</p>
<p><b>Workplan completion:</b> Detailed plan for the work process over the course of the project. Will identify specific approaches, techniques and milestones.</p>	<p>Develop draft and final workplan covering key project tasks and deliverables. The workplan will be based on the contract scope of work but will provide additional detail as needed</p> <p>Outcome: clarity on tasks, subtasks, and timing</p>	<p>Draft workplan complete within 2 weeks of kickoff meeting</p> <p>Final workplan within 1 week of receipt of TCD comments (by approximately July 31, 2024).</p>	<p>\$5,900</p>
<p><b>Review of existing data/information</b></p>	<p>Review existing data and information, including but not limited to: existing Firewise and mitigation planning, existing</p>	<p>July – September 2024</p>	<p>\$18,900</p>

	WUI and strategic planning for that area, fire history in the region, existing first responder and emergency services.		
<p><b>Stakeholder meetings (x 5):</b> Work with TCD to identify and invite participants for Stakeholder Group from groups such as: Tribes, local elected officials, businesses, environmental groups, first responders and community groups</p>	<p>Work with TCD to identify group participants. This may include 1:1 interviews with key jurisdictions / stakeholder groups and putting together onboarding packets with project info. Convene Stakeholder Group and develop charter and work statement and meeting-by-meeting topic plan. Develop agendas for the stakeholder meetings, which may be a mix of online and in-person meetings, facilitate and document meetings. Meeting work will be developed to flow seamlessly into a draft CWPP.</p> <p>Outcomes: stakeholder group convened, up to five stakeholder meetings, information for the CWPP.</p>	September-November 2024	\$22,300
<p><b>Community engagement workshop/meetings (x2):</b>  In person, public meetings in locations TBD,</p>	<p>Develop and convene open community engagement workshops where community members are encouraged to come in and learn about the CWPP and provide their feedback, suggestions, concerns and insights. Develop, with TCD, meeting agendas and materials, facilitate and document meetings.</p> <p>Outcomes: up to two community engagement meetings, information for the CWPP.</p>	January 2025	\$11,800
<p><b>Draft CWPP available for stakeholder review</b></p>	<p>Outline and draft a comprehensive CWPP using the information gathered through the research phase and the stakeholder and community engagement meetings. Reviewed by Stakeholder Group.</p> <p>Outcome: draft CWPP for review.</p>	March-April 2025	\$20,000
<p><b>Final CWPP available;</b> shared with jurisdictions for approval</p>	<p>Produce final CWPP addressing jurisdiction and TCD comments on draft.</p>	May-June 2025	\$14,100

	Outcome: Final CWPP		
<b>Direct costs</b>	local travel mileage reimbursement, meeting and outreach materials	n/a	\$3,000
<b>TOTAL</b>			<b>\$100,000</b>

### 1. Timeline

Task	2024 Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025 Jan	Feb	Mar	Apr	May	Jun
Project Kickoff Meeting	●												
Workplan completion		●	●										
Review of Existing Data/Information		●	●	●	●								
Stakeholder Meetings (x5)				●	●●	●●							
Community Engagement Meetings								●●					
Draft CWPP										●	●		
Final CWPP												●	●
Ongoing Project Management		●	●	●	●	●	●	●	●	●	●	●	●

### Rates

Staff (lead staff bolded)	Hourly Rate
<b>Elizabeth McManus</b>	\$215
<b>Hogan Sherrow</b>	\$172
<b>Haley Morris</b>	\$106
Robert Willis	\$215

Susan Hayman	\$213
Tess Wendel	\$135
Associate	\$132
Fiscal/Contracts	\$144
Graphics/Web Design	\$152



# BOARD MEETING ITEM SUMMARY SHEET

<b>Agenda Item Title:</b> 06-2024 Items to Surplus	
<b>Lead Staff:</b> Susan Shelton	<b>Board Meeting Date:</b> 06/25/24
<b>Goal of Presentation:</b>	<input checked="" type="checkbox"/> <b>Decision</b> <input type="checkbox"/> <b>Information</b> <input type="checkbox"/> <b>Feedback</b>
<b>Description/Background:</b>	<i>Please provide a description or background of the project.</i>
<p>TCD recently purchased and is installing heavy-duty warehouse shelving through WSCC's 2024 Supplemental Funding grant. These shelves will replace the District's smaller shelving and some filing cabinets. The shelves that will be suitable for the CEC will be dismantled, packaged, stored.</p> <p>The ricketier shelves and the filing cabinets, which are no longer useful for the District will be surplused through an auction based on TCD's Surplus Policy.</p> <p>The little table and the field water tank were moved from the old office, but are no longer needed by the District.</p>	
<b>Pros:</b> Surplusing these items will open up space in the garage to be able to pull in vehicles for loading and for maintenance.	<b>Cons:</b> None.
<b>Fiscal Impacts:</b> <i>Please describe the costs associated with this action.</i>	
This project will require staff time to organize and manage.	
<b>Recommended Action:</b>	<i>What decision do you recommend the board make?</i>
We recommend that the board approve the surplus of these items.	
<b>Legal Review:</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> <b>Not Required</b>
<b>Supporting Documents:</b> <i>Please list below <b>and</b> attach supporting documents (contracts, maps, agreements, draft resolution or other documents).</i>	
06-2024 Items to Surplus	



## Thurston Conservation District 06-2024 Items to Surplus



Staff plans to hold an Office Furniture and Equipment Auction in July 2024 to surplus items that we no longer need and do not have room to store.

Staff recommends that the Board of Supervisors approve the following items for surplus.

1. Shelving
2. Filing cabinets
3. Chalkboard
4. Small table
5. Field water tank

Any items that are not purchased will be donated to Habitat for Humanity or surplused at WA State Department of Enterprise Services.

Item

5

# WACD and NACD Update for Thurston Conservation District June 25, 2024

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## **WACD**

**FSA CREP Issues** – The week of 6/3 FSA met with Washington state conservation leaders and CDs on contracts. Folks seemed to be confused on process, progress, and the timeline.

Synopsis of FSA:

- 722 CREP contracts reviewed in 21 counties. 188 resolved
  - 44 terminated by FSA
  - 34 terminated by landowner
  - 110 resolved without issue
- 477 under NRCS review. All reviews due by sometimes near the end of June

## **WACD SW Area Director**

Jerry Kolke (Clark) lost the election and therefore is no longer an area director. SW area by-laws say Pacific and Thurston will work the issue and decide whether to fill now or wait until the October area meeting.

## **NACD**

### **FARM BILL**

- In the week of April 29, chairs of the House and Senate agriculture committees released individual farm bill frameworks. The good news is both frameworks incorporate all remaining Inflation Reduction Act (IRA)
- House of Representatives is expected to release a draft bill to fund USDA and has scheduled a hearing to consider the legislation in early July. NACD has continued to advocate for our [appropriations priorities, including strong funding for NRCS Conservation Operations](#). Read NACD's full statement [here](#).

**CTA FUNDING** - On March 29, NACD and a coalition of agriculture and conservation organizations [sent a letter](#) to leaders of the U.S. House and Senate appropriations committees requesting at least \$1.2 billion for NRCS Conservation Operations and fully authorized funding for farm bill conservation programs in Fiscal Year 2025 (FY25). More than 85 conservation and agriculture groups signed the letter supporting the requests. Conservation Operations funds Conservation Technical Assistance (CTA), facilitating implementation of on-the-ground conservation supporting our conservation workforce, conservation planning, and the extension of specialized technical assistance to producers.

**ESA CHANGES** - The U.S. Fish and Wildlife Service [announced the release](#) of three final rules amending regulations of sections of the Endangered Species Act (ESA). These revisions alter sections of the ESA regulating listing of critical habitats, consultation requirements, and prohibitions for threatened species. NACD signed a [signed a comment letter](#) highlighting concerns the rules may not provide regulatory clarity nor improve certainty.

### **NACD PACIFIC REGION**

- NACD's Pacific Region is seeking feedback on the DRAFT workplan. Comments to [Caleb Griffin](#) (and contact him for a copy of the plan). Focus is:
  - **Primary priorities** – team development, advocate for funding and marketing, NACD info more available (peer-to-peer and web, resources, data bases, etc.), regional staff at state and local events especially for those with limited resources, grants, inviting tribal CDs to attend events at state and NACD functions, assist districts in developing DEI statements, provide time for state updates at board meetings, develop marketing and communications plan. Received 25-30 ideas.
  - **Secondary** – enhance board communications, ROI on NACD investments, promoting website improvements to expand access to NACD resources, 2-3 minute updates from committees at NACD meetings, develop survey to measure member satisfaction, improve resources for CDs.
- Possible grants training at some of the upcoming state/territory PAC/SW meetings.

**PROMOTE OUR CD'S EVENTS** - Promote your conservation district or state association's tree sale, annual meeting, webinar, field day, or other events on NACD's [Calendar of Events](#). Click on the "Submit an Event" button.

WACD and NACD Update for  
Thurston Conservation District  
June 25, 2024

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**NACD'S NATURAL RESOURCES COMMITTEE**

1. Please email [Candice Abinanti, NACD Communications Director](#), if you have any story leads or ideas for deeper dive stories on:
  - a. Replicating positive outcomes.
  - b. Ecosystem services, climate change, how conservation districts are working in these areas.
  - c. Value of Local Work Groups and locally led conservation.
  - d. Impacts of NACD grants.
2. On the following questions, please respond to [Doug Rushton](#) so he can present a combined Washington state perspective.
  - **Question:** Of the top natural resource concerns (flooding, erosion, land conversion, invasives, water quality, water quantity) members have identified, what are the **most pressing needs** under these broad concerns?)
  - **Question:** What **potential sources of funding for conservation districts should NACD explore** to address these concerns?
  - **Question:** Or, in what ways **can NACD help develop district capacity to address these top concerns** (e.g., through training or by providing informational resources for districts or the producers they serve)?

**UPCOMING NACD MEETINGS and EVENTS**

July 15, 2024	WACD Board Meeting
August 10-14, 2024 ...	<a href="#">NACD 2024 Summer Meeting in Boston.</a>
August 19, 2024	WACD Board Meeting
September 11-13, 2024.....	NACD Pacific/Southwest Joint Region Meeting, Anchorage, AK. <a href="#">Register here.</a>
September 16, 2024	WACD Board Meeting
February 8-12, 2025	<a href="#">NACD 79<sup>th</sup> Annual Meeting</a> in Salt Lake City.

Item

6



# Thurston Conservation District Board of Supervisors Work Session Topic List & Board Meeting Agenda

July 23, 2024, 5:00 pm - 7:55 pm

Zoom Meeting Link:

<https://zoom.us/j/91658577844?pwd=cDgvaC9jcWRBU0luUFFHc1lrb3hLQT09>

**Passcode: 2918**

Meeting ID: 916 5857 7844

Call in: 1-253-215-8782

## Work Session Topic List

5:00 pm – 6:00 pm

1. Topic List Review, *All*
2. South Sound GREEN 2023-2024 Overview & Successes: Sam Nadell
3. Community Partner Presentation: Community Farmland Trust, *Rachel Friedman (Co-Chair)*
4. Rates and Charges Update, *Sarah Moorehead*
5. Conservation and Education Center (CEC) Development, *All*
6. Riverbend Ranch Project update, *Sarah Moorehead*
7. Important Updates & Announcements
  - a. Board of Supervisors, *All*
  - b. Executive Director, *Sarah Moorehead (Executive Director)*

## Board Meeting

6:30 pm – 7:55 pm

- |  |                   |
|--|-------------------|
| 1. Welcome, Introductions, Audio Recording Announcement              | 6:30 PM           |
|  | <i>5 minutes</i>  |
| 2. Agenda Review   | 6:35 PM           |
|  | <i>5 minutes</i>  |
| 3. Consent Agenda – <i>Action Item</i>                               | 6:40 PM           |
| A. June 25, 2024, Board Work Session & Meeting Minutes               | <i>5 minutes</i>  |
| B. July 2024 Financial Report  |                   |
| 4. Public Comment  | 6:45 PM           |
| *Three minutes per person  | <i>10 minutes</i> |
| 5. Partner Reports ( <i>if present</i> )                             | 6:55 PM           |
| A. Natural Resources Conservation Service (NRCS), <i>Lynn Khuat</i>  | <i>15 minutes</i> |
| B. Washington State Conservation Commission (WSCC), <i>Jean Fike</i> |                   |

- C. Washington Association of Conservation Districts (WACD), *Doug Rushton*
- D. National Association of Conservation Districts (NACD), *Doug Rushton*

- 6. Mid-Year Budget Review, All** **7:10 PM**  
*20 minutes*
- 7. Governance, All – Action Item** **7:30PM**
  - A. TCD Construction Change Order Policy *10 minutes*
  - B. August 27, 2024 Work Session Topic List & Meeting Agenda Development
- 8. Executive Session** **7:40 PM**
  - RCW 42.30.110 (1) To discuss with legal counsel representing the agency *15 minutes*
  - litigation or potential litigation.

**Adjourn** **7:55 PM**

***Informational Only Items:***

- I. Executive Director’s Report*
- 

**Important Future Dates**

**August 2024**

- TCD Poultry Processing Unit Display, Olympia Farmers Market, 9:00 a.m.- 3:00 p.m. August 9
- TCD Kids Day, Tenino Farmers Market, 9:00 a.m.- 3:00 p.m. August 10
- NACD 2024 Summer Meeting, Boston, August 10-13
- TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) August 27

**September 2024**

- TCD Staff & Board Gathering September 04
- NACD Pacific/Southwest Joint Region Meeting, Anchorage, Ak September 11-13
- WACD Board Meeting 6:00 - 8:30 p.m. (Zoom) September 16
- WSCC Commission Meeting, Okanogan CD September 18 & 19
- TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) Sept 24

**October 2024**

- TCD Board Work Session & Meeting 5:00 - 7:30 p.m. In-person and Virtual (Zoom) October 22

# Informational Items



# Executive Director's Report

Sarah Moorehead – Executive Director

May 28, 2024

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## Priority Initiative Updates

### **TCD to Host WACD 2024 Southwest Area Meeting**

This year is TCD's turn to host the WACD Southwest Area Meeting. Area meetings take place in October and are the second round of discussing and adopting resolutions that individual conservation district's put forth, before heading to the WACD Annual Business Meeting.

Meeting host responsibilities:

- **Charing the Southwest Area Meeting (Board Member)**
- Securing facilities and meals, and collecting payments(staff)
- Preparing and publishing meeting materials (staff)
- Recording minutes and revisions to resolutions, submission to WACD (staff)

**To best support this meeting, staff recommend that the meeting be held on Thursday, October 10<sup>th</sup>.** The meeting is typically scheduled from about 9:30am to 3pm and concludes early if business is finished.

### **TCD Recognized as Native Plant Salvage Project's Collaborator of the Year!**

TCD Staff were recognized as the Native Plant Salvage Project's Collaborator of the Year for our long-standing partnership with their organization and our recent focus on developing community education and implementation events of native hedgerows on working farms!



Photo #1: TCD staff and NPS board ready to plant native plants!



Photo #2: Cardboard mulch to help reduce weeds on the Helsing Junction Organic Farm.

This past year, our organizations designed, planted and held workshops to educate the public about the many functions of hedgerows in partnership with three different farms: Dancing Goats and Singing Chickens Farm, Cosmic Carrot Farm, and Helsing Junction Farm. We couldn't do it without our great farming partners and community volunteers!

### **Conservation Projects Tour with Office of Financial Management (OFM)**

On Wednesday, June 26<sup>th</sup> (11am – 3:30pm), TCD will be hosting a conservation project tour for the Washington State Conservation Commission and the Office of Financial Management. These project tours aim to demonstrate to those who develop budgets for

state funding, how dollars for conservation programs impact our landscape, resources and communities.

Space is limited, and Board Supervisors get priority availability! Reach out to Sarah Moorehead if you're interested in further details or attending.

## **District Operations**

### **May 28, 2024 Board Meeting Action Items**

- 1<sup>st</sup> Amendment Audit Response guide provided to Board via email on June 20<sup>th</sup>, 2024.

### **Professional Development: 2024 Washington Association of District Employees (WADE) Conference**

This year TCD was about to send 10 staff members to the annual WADE training conference! The WADE conference is the primary CD staff training and networking opportunity in Washington State that includes tracks for all functions and program areas that CDs offer and is coordinated and led by CD employees. It is an excellent immersive opportunity for new staff to learn about the breadth and diversity of CDs and for experienced staff to mentor, problem-solve and refine their skillsets.

This year, I co-led and presented in the Leadership Track. In addition to planning, I presented two fun and interactive sessions focused on helping organizations communicate, value and work together more effectively:

- Leadership Communication Styles: *Identify your leadership communication style based on your personality, learn more about communicating with other personality types, gain tools to articulate your communication preferences.*
- Managing a Multi-Generational Workforce: *To realize the benefits of a generationally diverse workforce, we need to learn how to appreciate our unique preferences, habits, and behaviors.*

In addition, I was re-elected to fill the WADE Director #3 position on the WADE Board – which helps with advising and high-level planning for the conference, speakers and supports policy development.

Some of the comments staff have shared about their experience at this professional development event:

- “I had such a great experience – it gave me such a great feeling right from the start of how lucky we are to get to work with 300 other people with the same goals/frame of mind. The best part for me is a boring answer but it was just meeting people and being able to ask a ton of questions about interesting aspects of other Districts’ programs.”
- “I learned a lot about different approaches to things like writing monitoring systems into grants, which was exciting for me, and something I would love to explore.”
- “Experience was great! This was my first WADE and I really enjoyed being there. It was great connecting with new and experienced district educators, many of whom I had only ever met over Zoom previously.”

- “I finally have a better grasp on the difference between WSCC/WACD/WCS! And attending non-education sessions helped me to better understand other district activities.”
- “Something surprising was hearing that many districts don’t have any established environmental education programs! I spoke with multiple people about strategies for getting programs set up within their districts, from funding sources to potential partners to program ideas.”



Finally, TCD’s Trivia Team, the “Smug Firs” placed 2<sup>nd</sup> of more than 20 teams at the Envirothon Fundraiser that happens annually at the WADE Conference! Congratulations TCD staff!

### **WSCC CAPP Requirements**

TCD continues to meet all WSCC [Conservation Accountability and Performance Program \(CAPP\)](#) requirements. The CAPP program is a tool that WSCC uses to ensure

### **Monthly Staff Reports**

Reminder – Monthly staff reports can be viewed electronically! The link to view monthly staff reports can be found on your Board Portal.