

SKAGIT COUNTY



**SWINOMISH CHANNEL  
BOAT LAUNCH FLOAT  
RENOVATION**

**PROJECT MANUAL**

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**June 24, 2025**

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### **SECTION 00 10 00 - BIDDER'S CHECKLIST**

PART 1 - THIS BIDDER CHECKLIST IS PROVIDED FOR THE CONVENIENCE OF THE BIDDERS. THIS LIST MAY NOT INCLUDE ALL BIDDER RESPONSIBILITIES. IT DOES NOT RELIEVE BIDDERS FROM RESPONSIBILITY FOR SUBMITTING FULLY COMPLIANT BIDS FOR THIS PROJECT. SKAGIT COUNTY DOES NOT ASSUME ANY LIABILITY FOR BIDDER COMPLIANCE WITH BID REQUIREMENTS BY PROVIDING THIS CHECKLIST.

#### **BID PROPOSAL FORM**

- A. Ensure that the Bid Proposal Form Section 00 41 00 is completely filled out, signed and notarized. Show bid price in both words and numerals, and unit prices for every bid item, if applicable.
- B. Ensure that all Addenda are acknowledged on the Bid Proposal Form.
- C. Ensure that Bid Proposal Form DOES NOT CONTAIN any unauthorized addition, deletion, alternate bid, or condition.
- D. Ensure that the Bid Proposal Form is properly executed by the official authorized to represent the Bidder.
- E. Refer to Section 00 15 30 Bidders Responsibility Criteria for documents to be submitted before bid, with bid and/or after bid opening date.
- F. The General Contractor awarded the contract is responsible for obtaining additional sets of construction documents as deemed necessary by the Contractor for use during the project. Bidders are advised to consider this cost when preparing their bid.

#### **ATTACHMENTS TO THE BID PROPOSAL FORM**

- A. Enclose with the Bid Proposal Form the Bid Guaranty for not less than 5% of the base bid amount.
- B. Bid Bond Security Form: This form is to be executed by the bidder and the surety company unless bid accompanied by a certified check. The amount of this bond shall not be less than five (5%) percent of the total amount of the bid and may be shown in dollars or on a percentage basis.
- C. Enclose with the Bid Proposal Form the "Supplemental Bidder Responsibility – Declaration of Bidder" form Section 00 15 30, signed and notarized.
- D. Enclose with the Bid Proposal Form the "Certification Regarding Debarment Suspension or Ineligibility" form, signed.

**The following forms are to be executed after the contract is awarded:**

- A. CONTRACT: This agreement to be executed by the successful bidder.
- B. PERFORMANCE BOND: One hundred percent of the Contract Price to be executed by the successful bidder and his surety company. The surety on such bonds shall be a duly authorized surety company satisfactory of the Owner.
- C. RETAINAGE INVESTMENT OPTION: This agreement to be executed by the successful bidder.
- D. MANDATORY BIDDER RESPONSIBILITY CHECKLIST and SUBCONTRACTOR RESPONSIBILITY CHECKLIST.
- E. CONTRACTOR'S CERTIFICATION: Concerning Labor Standards and Prevailing Wage Requirements. Submit Statement of Intent to Pay Prevailing Wages. (Form F 700-029-000, available at Offices of Washington State Department of Labor and Industries).

END OF SECTION

**SECTION 00 10 10 - BID INVITATION**

NOTICE IS HEREBY GIVEN by SKAGIT COUNTY that sealed bids will be received and publicly opened in the Commissioners' Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273 on **Monday, July 21, 2025 at the hour of 1:45 p.m.**, or as soon thereafter as possible, for the following construction work:

**SKAGIT COUNTY PARKS  
SWINOMISH CHANNEL BOAT LAUNCH FLOAT RENOVATION**

Attendance will be in-person or remote by computer, tablet or smartphone:

<https://us06web.zoom.us/j/87180001980?pwd=eEVGUkxZ3NkQkhYSnhBMEO2RTQrdz09>  
Meeting ID: 871 8000 1980 Passcode: 143573.

This project consists of erosion control, demolition and disposal of existing concrete boarding floats, design, manufacturing, and installation of new steel framed boarding floats, and connection to existing transfer span. **The base bid estimate is \$370,000 including a \$10,000 allowance and also including Washington State sales tax.**

The allowable in-water construction window for this project is August 1, 2025 through January 31, 2026. Work onsite shall not commence prior to October 1, 2025. Works consists of erosion control, demolition and disposal of floats, installation of new floats, and reconnection with existing transfer span. **All work must be substantially complete by March 1, 2026.**

Contractor and all subcontractors shall have a contractor's license to work in the State of Washington.

Information, copies of maps, plans, specifications, and addenda for this project will be available on-line beginning **June 24, 2025** at <http://www.skagitcounty.net/rfp> or obtained at Skagit County Parks Department, 1730 Continental Place, Mount Vernon, WA 98273-5625; (360) 416-1350. Contractors who download plans and specifications are advised to e-mail [mahenry@co.skagit.wa.us](mailto:mahenry@co.skagit.wa.us) to be added to the plan holders list to receive any addenda that may be issued.

An optional, non-mandatory pre-bid meeting will be held on site Tuesday, July 8, 2025. The meeting will take place at 10:00 a.m. at the project site address **11012 Boat Launch Road, Mount Vernon, WA**. All technical questions regarding this project are to be submitted **no later than 4:30 p.m., Friday, July 11, 2025** by email to Blaine McRae [bmcr@reidmiddleton.com](mailto:bmcr@reidmiddleton.com) with the subject line reading, "**Skagit County Parks Swinomish Channel Boat Launch Float Renovation**". All project specific questions and response to answers for this project will be available on-line as received. **All Addenda will be posted on-line for this project by 5:00 p.m. Tuesday, July 15, 2025.** If further Addenda are required, the bid opening may be postponed.

All bid envelopes must be plainly marked on the outside, "**Sealed Bid for Skagit County Parks Swinomish Channel Boat Launch Float Renovation**". Sealed bids shall be received by one of the following delivery methods before **Monday, July 21, 2025 at the hour of 1:45 p.m.** Proposals are to be submitted on the forms provided in the Bid Proposal Packet. Incomplete proposals and proposals received after the time fixed for the opening cannot be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted. All bidding shall be based upon compliance with the Contract Provisions and Plans.

1. **Hand delivered:** Bids delivered in person shall be received only at the office of the SKAGIT COUNTY COMMISSIONERS, Reception Desk, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.
2. **Via mail:** Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.

**BID GUARANTY:** No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the total amount of the bid. A Contract Bond covering performance and payment will be required with the contract. Washington State Prevailing Wage Rates apply to this contract and bidders are advised to consider this charge when tabulating bids.

Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of Skagit County. After the date and hour set for the opening of bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding sixty (60) calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

Skagit County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

For questions regarding Skagit County's Title VI Program, you may contact the Public Works Department's Title VI Liaison, Michael See, at (360) 416-1400.

The Board of Skagit County Commissioners reserves the right to reject any or all bids.

NOTICE GIVEN BY ORDER OF THE BOARD OF SKAGIT COUNTY COMMISSIONERS this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**Clerk of the Board**

Published: Skagit Valley Herald – June 26 and July 3, 2025

## **SECTION 00 15 30 - BIDDER RESPONSIBILITY CRITERIA**

### **Low Responsible Bidder**

It is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. The bidder must submit the following information, demonstrating that they meet the listed criteria:

### **1-02 Bid Procedures and Conditions**

#### **1-02.1 Qualifications of Bidder**

A. Bidders must meet the minimum qualifications of RCW 39.04.350, as amended:

"Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current State unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a State excise tax registration number as required in Title 82 RCW; and
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- (e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one- year period immediately preceding the date of the bid solicitation; and

B. In addition to the bidder responsibility criteria above, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:

- a. The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "Excluded Parties List System" website. Bidder debarment or suspension status may be verified through this website: <http://www.epls.gov/>. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this criteria.

- b. The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue, without a payment plan approved by the Washington State Department of Revenue. The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List", which may be verified at the following website: <http://dor.wa.gov/content/fileandpataxes/latefiling/dtlwest.aspx>. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- c. The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five (5) years prior to the bid submittal deadline. The Bidder shall provide a duly executed sworn statement (on the included form, or on a form otherwise determined to be acceptable by the Owner), that the Bidder has not been convicted of a crime involving bidding on a public works contract. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- d. The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established written procedure which the Bidder uses to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" contractors as defined per RCW 39.06.020. The Bidder shall submit a copy of its standard subcontract form for review by the Owner, a written description of the Bidder's procedure for validating the responsibility of the subcontractors with which the Bidder contracts, and a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner) that the Bidder has properly made a determination of responsibility for all subcontractors for the project. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- e. The Bidder shall not have a record of prevailing wage complaints filed against the Bidder within five (5) years prior to the bid submittal date that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances that are acceptable to the Owner. The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with a written explanation of each complaint, and how it was resolved. The Owner shall evaluate the explanations provided by the Bidder (and the resolution of each complaint) to determine whether the complaints demonstrate a



pattern of the Bidder failing to pay its workers prevailing wages as required. The Owner may also evaluate complaints filed within the time period specified that were not reported by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- f. The Bidder shall not have had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for the project, unless there are extenuating circumstances acceptable to the Owner. The Bidder shall provide a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner), that the Bidder has not had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for the project. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- g. The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects within three (3) years of the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances which are acceptable to the Owner. The Bidder shall submit a list of all public works projects that the Bidder has completed within the previous three (3) years prior to the bid submittal date, and include for each project the following information:
  - i. The owner for each public works project, and contact information for each owner.
  - ii. A list of claims filed against the retainage and/or payment bond(s) for each of the public works project.
  - iii. A written explanation of the circumstances surrounding each claim against the retainage and/or payment bond(s), and an explanation as to the ultimate resolution of each claim.

The Owner may contact other previous owners to validate the information provided by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- h. Within five (5) years prior to the bid submittal date the Bidder must have completed a minimum of at least three (3) other projects for a Federal, State, or local governmental agency. The Bidder shall provide the following information pertaining to these three (3) projects:
  - i. The contact information for the Federal, State, or local contracting agency for whom the project was completed;
  - ii. Description of the project;

- iii. Start and completion dates for the project;
- iv. Awarded contract amount;
- v. Final contract amount;
- vi. Other additional information or documentation pertaining to the projects as may be requested by the Owner.

The Owner may contact other previous owners to validate the information provided by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- i. **The Bidder shall have been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date. The Bidder shall provide the Owner with adequate documentation confirming that the Bidder has been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date, including, but not necessarily limited to, documentation from the Washington State Secretary of State's Office.** Such documentation shall include, but is not necessarily limited to, a copy of the Bidder's Certificate of Existence / Authorization, a copy of the Bidder's Certificate of Incorporation / Formation / Authority, a certified copy of the Bidder's Original Registration Document (i.e., Articles of Incorporation, Certificate of Authority, Certificate of Formation, or Foreign Limited Liability Registration), and any other supporting information or documentation as may otherwise be requested by the Owner (including, but not necessarily limited to, copies of the Bidder's business licenses and contractor's licenses for the previous five [5] years prior to the bid submittal date). The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- j. Within two (2) years prior to the bid submittal date the Bidder shall not have received any willful safety violations, and the Bidder shall not have received more than two (2) serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed, regardless of whether such willful and/or serious safety violations have been abated or not. The Bidder shall provide Owner with a list of any and all willful and/or serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries (or analogous agency with jurisdiction in the location the work was performed), regardless of whether such willful and/or serious safety violations have been abated or not. The Owner may verify such information provided with the Washington State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- k. The Bidder shall not be found out of compliance with Washington State Apprenticeship and Training Council for working apprentices out of ratio, without supervision, or outside of their approved work processes as outlined in the standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
- l. Within five (5) years prior to the bid submittal date the Bidder shall have successfully completed at least one (1) other project of a similar size and scope as required by the contract documents for this project. The project must have had a total construction cost of at least \$200,000. In evaluating whether the other project(s) was/were “successfully completed,” the Owner may verify previous owner references for the previous project(s), and may evaluate the previous owner’s assessment of the Bidder performance, including but not limited to the following areas:
  - i. Quality control;
  - ii. Safety record;
  - iii. Timeliness of performance;
  - iv. Use of skilled personnel;
  - v. Management of subcontractors;
  - vi. Availability of and use of appropriate equipment;
  - vii. Compliance with contract documents;
  - viii. Management of submittals process, change orders, and close-out,
  - ix. Construction within occupied area.

For the purposes of meeting this criterion, the Owner has determined that “similar size and scope” to this project means project(s) that have the following characteristics: (i) The awarded project(s) contract amount must have been of not less than \$200,000. The Bidder shall submit a list of other project (s) of similar size and scope to this project, including information on a minimum of at least one (1) project of similar size and scope to this project or larger completed within five (5) years prior to the bid submittal date. The information about each project shall include the following:

- 1. Owner’s name and contact information for the owner’s representative;
- 2. Awarded contract amount;
- 3. Final contract amount;
- 4. A description of the scope of the project and how the project is

similar to this project;

5. The Bidder's assessment of its performance of each project, including but not limited to the following:

- a. Quality control;
- b. Safety record;
- c. Timeliness of performance;
- d. Use of skilled personnel;
- e. Management of subcontractors;
- f. Availability of and use of appropriate equipment;
- g. Compliance with contract documents;
- h. Management of submittals process and change orders.
- i. Construction within occupied areas.

C. All Bidders must supply and provide the forgoing described bidder responsibility information, documentation, and materials to the satisfaction of the Owner. If a Bidder fails to supply the required bidder responsibility documentation, information, or materials, then Bidder may be determined by the Owner to be non-responsive, and the bid may be rejected on this basis. If the Owner determines the bidder does not meet the bidder responsibility criteria above and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within twenty-four (24) hours of receipt of the Owner's determination by presenting additional written information to the Owner. The Owner will consider the additional information before issuing its final determination. If the Owner's final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination. Please note that the above-described information, materials, and documentation requested by the Owner for purposes of determining Bidder responsibility is not necessarily exclusive, and the Owner expressly reserves the right to request additional information, materials, and documentation as may be determined to be necessary or desirable by the Owner in order to evaluate and determine Bidder's compliance with the above-described bidder responsibility criteria. At all times, the Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with the forgoing bidder responsibility criteria.

D. Certification Regarding Debarment Suspension or Ineligibility:

The Contractor certifies by signing this Agreement that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. Further, Contractor agrees not to enter into any arrangements or contracts related to this contract with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at <http://epls.arnet.gov/>.

**CONTRACTOR:**

\_\_\_\_\_

Authorizing Signature

\_\_\_\_\_

Date

Federal Tax ID#: \_\_\_\_\_

Contractor Lic. #: \_\_\_\_\_

**This form is to be submitted by the bidder with his bid.**

**SUPPLEMENTAL BIDDER RESPONSIBILITY - DECLARATION OF BIDDER**

In accordance with the Contract Provisions and Plans the Bidder must provide the following sworn statement relevant to the supplemental bidder responsibility applicable to the project.

Name of Bidder:

---

Address:

---

Telephone No.: 

---

E-Mail: 

---

I, \_\_\_\_\_, the undersigned declarant, as the duly authorized representative on behalf of \_\_\_\_\_ (herein the "Bidder") hereby make this declaration on the basis of facts within the scope of my firsthand knowledge and authority to which I am competent to testify:

1. I hereby certify, swear, and affirm under penalty of perjury, that the Bidder has not been convicted of a crime involving bidding on a public works contract within the five (5) year period immediately preceding the bid submittal deadline for the project; and
2. I hereby certify, swear and affirm under penalty of perjury, that as of the date of this declaration (below), that the Bidder has hereby made a proper determination of bidder responsibility for all subcontractors for the project in accordance with the terms of RCW 39.06, RCW 39.04.350, and in accordance with the terms of the Bidder's written procedure for validating the responsibility of all subcontractors for the project with which the Bidder contracts; and
3. I hereby certify, swear and affirm under penalty of perjury, that the Bidder, has not had any public works contract terminated for cause by any State, Federal, or local government agency during the five (5) year period immediately preceding the bid submittal deadline for the project.

**This form is to be submitted by the bidder with his bid.**

Signed under penalty of perjury under the laws of the State of Washington this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025, at \_\_\_\_\_, Washington.

Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON

ss.

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person  
who appeared before me, and said person acknowledged that he/she signed this instrument, on  
oath stated that he/she was duly authorized execute the instrument and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such  
party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**END OF SECTION**

**This form is to be submitted by the bidder with his bid.**

**Summary of Required Submittals with Bid**

**1-02.1, B., d.**

....."The Bidder shall **submit a copy of its standard subcontract form for review by the Owner, a written description of the Bidder's procedure for validating the responsibility of the subcontractors with which the Bidder contracts**, and a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner) that the Bidder has properly made a determination of responsibility for all subcontractors for the project...."

**The information above is to be submitted by the bidder with his bid.**

**1-02.1, B., e.**

".....The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with a written explanation of each complaint, and how it was resolved...."

**The information above is to be submitted by the bidder with his bid if applicable. If no complaints have been filed against the bidder, so state on paper, reference this section and submit with bid.**

**1-02.1, B., g.**

".....The Bidder shall submit a list of all public works projects that the Bidder has completed within the previous three (3) years prior to the bid submittal date, and include for each project the following information:

- i. The owner for each public works project, and contact information for each owner.
- ii. A list of claims filed against the retainage and/or payment bond(s) for each of the public works project.
- iii. A written explanation of the circumstances surrounding each claim against the retainage and/or payment bond(s), and an explanation as to the ultimate resolution of each claim...."

**The information above is to be submitted by the bidder with his bid.**

**1-02.1, B., h.**

"....Within five (5) years prior to the bid submittal date the Bidder must have completed a minimum of at least three (3) other projects for a Federal, State, or local governmental agency. The Bidder shall provide the following information pertaining to these three (3) projects:

- iv. The contact information for the Federal, State, or local contracting agency for whom the project was completed;
- v. Description of the project;
- vi. Start and completion dates for the project;



- vii. Awarded contract amount;
- viii. Final contract amount;
- ix. Other additional information or documentation pertaining to the projects as may be requested by the Owner....”

**The information above is to be submitted by the bidder with his bid.**

**1-02.1, B., i.**

“....The Bidder shall provide the Owner with adequate documentation confirming that the Bidder has been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date, including, but not necessarily limited to, documentation from the Washington State Secretary of State’s Office. Such documentation shall include, but is not necessarily limited to, a copy of the Bidder’s Certificate of Existence / Authorization, a copy of the Bidder’s Certificate of Incorporation / Formation / Authority, a certified copy of the Bidder’s Original Registration Document (i.e., Articles of Incorporation, Certificate of Authority, Certificate of Formation, or Foreign Limited Liability Registration), and any other supporting information or documentation as may otherwise be requested by the Owner (including, but not necessarily limited to, copies of the Bidder’s business licenses and contractor’s licenses for the previous five [5] years prior to the bid submittal date)...”

**The information above is to be submitted after the bid opening by the  
(2) two low bidders within 10 days of the bid opening.**

**1-02.1, B., j.**

“....The Bidder shall provide Owner with a list of any and all willful and/or serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries (or analogous agency with jurisdiction in the location the work was performed), regardless of whether such willful and/or serious safety violations have been abated or not...”

**The information above is to be submitted by the bidder with his bid if applicable. If no safety violations have been filed against the bidder, so state on paper, reference this section and submit with bid.**

**1-02.1, B., k.**

“....The Bidder shall submit a list of other project(s) of similar size and scope to this project, including information on a minimum of at least one (1) project of similar size and scope to this project completed within five (5) years prior to the bid submittal date. The information about each project shall include the following:

1. Owner’s name and contact information for the owner’s representative;
2. Awarded contract amount;
3. Final contract amount;
4. A description of the scope of the project and how the project is similar to this project;
5. The Bidder’s assessment of its performance of each project, including but not limited to the following:

- a. Quality control;
- b. Safety record;
- c. Timeliness of performance;
- d. Use of skilled personnel;
- e. Management of subcontractors;
- f. Availability of and use of appropriate equipment;
- g. Compliance with contract documents; Management of submittals process and change orders...."

**1-02.1, D.**

A. Certification Regarding Debarment Suspension or Ineligibility:

**The information above is to be submitted by the bidder with his bid.**

**SECTION 00 20 00 - INSTRUCTIONS TO BIDDERS**

**A. EXAMINATION OF SITE AND CONSTRUCTION DOCUMENTS**

1. Before submitting a proposal, the bidder shall:
  - a. Carefully examine the drawings and specifications,
  - b. Visit the site of the work,
  - c. Fully inform itself of existing conditions and limitations relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of this contract.
  - d. Rely entirely upon its own judgment in making its proposal,
  - e. Include in its bid a sum sufficient to cover all items required by the contract including all labor, materials, and services necessary to complete this project.

**A. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder verbally. Every request for such interpretation should be in writing addressed to the Engineer, and to be given consideration, must be received at least 7 days prior to date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications.

Failure of any bidder to receive addenda shall not relieve any such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents. Approval of requested substitutions or proposed equals will be by Addenda as above.

**C. PRODUCT SUBSTITUTIONS:**

1. Substitutions: Bids must be based upon the specific articles and materials named in the Drawings and Specification. Substitution may be made only under the following conditions:
  - a. Prior to Bid Opening: Not less than ten calendar days prior to bid opening, prime bidders may submit to the Engineer written requests for approval of articles or materials, accompanied by complete descriptions, technical data and samples. Approval or rejection of the proposed substitutions will be made by addenda issued to all bidders.
2. After Award of Contract: Approval of substitution will be made only in exceptional cases where the Contractor submits satisfactory evidence to the Engineer that through no fault of its own, specified or otherwise approved items cannot be obtained in time to avoid delay to the work. Approval in such cases shall conform to the other requirements above.

**D. INTERPRETATIONS AND CORRECTIONS TO BIDDING DOCUMENTS**

Bidders and Sub-bidders shall promptly notify the Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request

which shall reach the Engineer at least three days prior to the date for receipt of Bids. Any interpretation, correction or change of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

E. FORM OF BID

A Bid Form is attached to these Drawings and Specifications. Make Bid according to Form. Fill in all spaces. Bids shall not contain any recapitulation of work done. State bid in numerical numbers, if illegible provide long handwritten numbers. Completed form must be without interlineation, alteration or erasure. Signatures must be in longhand.

F. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney.

G. ORAL AND TELEGRAPHIC BIDS

Oral and telephonic modifications of bids cannot be considered.

H. SUBMISSION OF BID

Enclose bid and bid bond in opaque sealed envelope. Address to: Skagit County Parks Department. Particulars are in the Invitation to Bid. Deliver in person or by post. Bidder is responsible for delivery of bid at or before the time set for bid opening. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The Owner reserves the right to reject any bid of the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

I. BID BOND

Each bidder agrees to furnish a bid bond AIA Document A310 or a certified check amounting to five percent (5%) of the bid, included with its proposal. When left in escrow with the Owner its amount or penalty sum is the measure of damages which the Owner will sustain by the failure of the bidder to execute the Form of Agreement and furnish a 100 percent Performance and Payment Bond, AIA Document A312, and if the bidder fails to deliver said documents within 10 days after written notice, notice of the award of the contract to him, then the check shall become the property of the Owner or the Bid Bond shall remain in full effect. But if the bid is not accepted within 45 days after the time set for opening bids, or if the bidder delivers said contract and the bonds, then the check shall be returned to him or the bid bond shall become void. The right is reserved to hold the bid bonds of the three lowest bidders until the award of the contract or for a period of 45 days, whichever is the shorter time. Bids of all unsuccessful bidders will be returned as soon as feasible after the bid opening.

J. WITHDRAWAL OF BIDS

Any bidder may withdraw its bid either personally or by written request at any time prior to the hour set for the bid opening. No bid may be withdrawn or modified after the time set for opening unless and until the award of the contract is delayed for period exceeding 45 days.

K. TIME OF COMPLETION

Bidder must agree to Substantially Complete the Work by March 1, 2026, and to complete the work within 30 consecutive calendar days thereafter. Weather days will be allowed as mutually agreed upon between the Owner and the Contractor.

L. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with its delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Contract and for payment of all persons performing labor under the Contract and furnishing material or services in connection with the Contract as described in the Contract Documents. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, registered in the State of Washington, Insurance Commissioners Office. List Bonding Agent and address of same.

M. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY

Vehicle Liability and Property Damage Insurance shall be furnished as required by the Supplementary General Conditions.

N. BUILDER'S RISK INSURANCE

Property Damage Insurance shall be as required by the Supplementary General Conditions.

O. LAWS AND REGULATIONS, PREVAILING WAGES

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. All persons or firms performing on public service or construction contracts shall submit to the State, in advance of the work of all trades, a completed Form SF 9882, "Statement of Intent to Pay Prevailing Wages," accompanied by the filing fees for each Statement (Statements are available at Offices of Washington State Department of Labor and Industries). Refer to Supplementary General Conditions for Prevailing Wage information applicable to this project required by law.

P. QUALIFICATIONS OF BIDDERS

1. The Engineer and/or the Owner may make such investigations as necessary to determine the ability of a Bidder to perform the work, and the Bidder shall furnish all such information and data as may be requested prior to bidding. The Owner

reserves the right to reject any bid if the evidence submitted by, or if investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to perform the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted. Refer to Section 00 15 30 Bidders Responsibility Criteria for documents to be submitted with bid and/or after bid opening date.

2. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, when requested by the Owner, furnish the following information, which shall be sworn to under oath by him or by a properly authorized representative of the Bidder.
  - a. The address and description of the Bidder's plan and place of business.
  - b. The name and/or Articles of Co-Partnership or Incorporation.
  - c. Itemized list of equipment available for use on the project.
  - d. A certified or authenticated financial statement, dated within thirty (30) days prior to the opening of bids. The Owner may require that any items of such statements be further verified.
  - e. A list of present contracts, including dollar values, percentage of completion and the names of all Owners involved.
  - f. A statement regarding any past, present and pending litigation with an Owner.
  - g. Such additional information as may be required that will satisfy the Owner that the Bidder is adequately prepared, in technical experience or otherwise, to fulfill the contract.
  - h. Sufficient documentation to ensure that the Contractor is in compliance with the current Fair Employment Practice requirements of the Owner.

Q. POST-BID INFORMATION

1. The successful bidder shall submit to the Engineer, within ten calendar days of the notifications of selection for award of the Contract, the following:
  - a. Statement of Cost for each major item of work or subcontract included in the Bid, equaling the total Contract award, and such other data as are required by the General Conditions, including Article 5.2.

R. LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. Bidders are advised that if successful, they will be required to meet all applicable federal, state, and local laws pertaining to permits, licenses, fees and taxes, as well as laws pertaining to employment and wages. Bidders are responsible for determining the extent and applicability of such laws.

S. DEFINITIONS

1. Bid Documents include the Instructions to Bidders, the Bid Form, and the contract Documents, including any Addenda.

2. Contract Documents consist of the Owner-contractor Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after the execution of the Contract.
3. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the Bidding Documents, including the drawings and specifications, by addition, deletion, clarification, or correction. Addenda issued prior to the receipt of Bids will be mailed, faxed, or delivered to each person or firm recorded by the Engineer as having received the Bid Documents.

T. AWARD OF THE CONTRACT(S)/REJECTION OF BIDS

1. The Contract will be awarded to the responsible bidder(s) submitting the lowest proposal complying with the condition of the Advertisement for Bid and these contract documents provided the bid is reasonable and in the best interest of Skagit County. Items in this bid, approved for contract by the Board of Commissioners, shall be awarded by Skagit County.
2. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County reserves the right to select all or individual alternate bid items whichever is determined to be in the best interest of the County.
3. The bidder to whom the award is made will be notified at the earliest practicable date.

U. DISQUALIFICATION OF BIDDERS

1. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of its bid or bids:
  - a. Evidence of collusion among Bidders.
  - b. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
  - c. Uncompleted work under other contracts which, in the judgment of the county, might hinder or prevent the prompt completion of additional work if awarded.
  - d. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.
  - e. Contractor's naming oneself as a Subcontractor for which they have no expertise and working knowledge directly within the firm.

END OF SECTION

**SECTION 00 41 00 - BID FORM**

Bidder's Firm Name: \_\_\_\_\_ Date: 2025

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

TO: Skagit County Commissioners  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273

Gentlemen and Ladies:

The undersigned having carefully examined the Bid Documents **entitled "SWINOMISH CHANNEL BOAT LAUNCH FLOAT REPLACEMENT"** dated June 24, 2025 and having had the opportunity to visit the site and examined the conditions affecting the Work, hereby submits the following proposal. The Undersigned proposes to furnish all labor, materials, services and incidentals, and to perform all work necessary for the completion of the Work described in the Contract Documents for the following Stipulated Sum for each bid item:

**\*BASE BID**  
**(Includes BASE BID and ALLOWANCE)**

\_\_\_\_\_ DOLLARS  
(Please print dollar amount in words in space above for base bid not including sales tax.)

\$ \_\_\_\_\_  
(Please write dollar figure in space above not including sales tax.)

The County reserves the right to reject all bids for cause and to waive minor irregularities in the bidding.

The County will award the bid to the lowest or best bid, taking into consideration price, and other factors that will contribute toward their exercising judgement to obtain the best value for the County.

**OVERHEAD AND PROFIT**

All bid proposals enumerated in this Bid Proposal Form include overhead, profit and all other expenses involved in the execution and completion of the work described in the Contract Documents.



### **SALES TAX**

The Undersigned certifies that the above-named construction costs do not include Washington State and Local Sales Taxes applicable to Skagit County as applied to materials and labor which will become a permanent part of the Work. All other Sales and Use Taxes properly levied by the State of Washington and Local Agencies on labor, materials, and equipment utilized on a temporary basis shall be included in the proposed amounts.

### **CONTRACT PROVISIONS**

If the Undersigned is notified of the acceptance of this proposal within 45 days from the date set for the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute a contract for the above Work for the above-named compensation in the required Form of Agreement containing the following provisions and to furnish the required bonds.

1. The allowable in-water construction window for this project is August 1, 2025 through January 31, 2026. Work onsite shall not commence prior to October 1, 2025. Works consists of erosion control, demolition and disposal of floats, installation of new floats, and reconnection with existing transfer span. **All work must be substantially complete by March 1, 2026.**

### **BID GUARANTEE**

The Undersigned agrees that the check or bid bond accompanying this proposal which amount is not less than 5 percent of the bid proposed, is left in escrow with the Owner, that the amount of the check, or penal sum of the bond, is the measure of damages which the Owner will sustain by failure of the Undersigned to execute said Contract and furnish required bonds, and that if the Undersigned fails to deliver said documents within 10 days after receipt of notice of award to him, the check shall become the property of the Owner and the bond shall remain in full effect. If this proposal is not accepted within 45 days after the time set for the opening of bids, then the check shall be returned and the bond shall become void.

### **ADDENDA ACKNOWLEDGMENT**

Receipt of Addenda #\_\_\_\_\_is/are hereby acknowledged.

### **NON-COLLUSION CERTIFICATE**

The Undersigned, being duly sworn, deposes and says that the person, firm, associated, co-partnership or corporation herein named, has 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 the preparation and submission of this proposal to Skagit County for consideration in the award of the contract.

### **PREVAILING WAGES**

The Undersigned hereby agrees to pay labor not less than the current prevailing rates of wages as determined by the State Bureau of Labor and Industries or less than hourly minimum rates of wages set forth in the Wage Rates for this Project.

Current prevailing wage rates are set forth in the Washington State Department of Labor & Industries website <http://www.lni.wa.gov/> and are herein incorporated into this document by this reference.

---

Signature of Bidder

---

Title

---

Print Name

---

Email address

---

Name of Company

---

Address

---

---

---

Telephone Number

State of Washington contractor's license number: \_\_\_\_\_ UBI # \_\_\_\_\_  
Labor & Industries Industrial Insurance Yes \_\_\_ No \_\_\_  
Employment Security Dept. # \_\_\_\_\_  
State excise tax registration # \_\_\_\_\_  
Disqualified from bidding on any public works contracts  
Yes \_\_\_\_\_ NO \_\_\_\_\_

NOTE: If Bidder is a corporation, write state of incorporation, or if Bidder is partnership, give full names and addresses of all partners.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing in  
Washington.

END OF SECTION

**SECTION 00 43 30 - BID SECURITY FORM**

**PART 1 - GENERAL**

- A. The "Bid Bond", AIA Document A310, 2017 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.
- B. The Bid Bond may be obtained from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006; Seattle Chapter, American Institute of Architects, 1911 First Avenue, Seattle, WA 98101; and Northwest Washington Chapter, American Institute of Architects, as follows:  
  
NW AIA  
P.O. Box AB  
Bellingham, WA 98227  
Telephone: 360-671-9555
- C. Contractors may use their standard bid security form as acceptable substitution.

**END OF SECTION**

**SECTION 00 45 70 - RETAINAGE INVESTMENT OPTION**

Contractor: \_\_\_\_\_

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

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indicating your preference; if you fail to do so, the Owner will deposit funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

- ☐ 1. Savings Account: Money will be placed in an interest bearing account. The interest will be paid to you directly, rather than kept on deposit. If you prefer a particular bank, state its name:
- ☐ 2. Escrow/Investments: The Owner will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.  
Preferred Bank: \_\_\_\_\_ Securities/bonds: \_\_\_\_\_
- ☐ 3. Guarantee Deposit: Retainage will be deposited in a manner selected by the Owner. No interest is payable to the Contractor.

Retainage is normally released 30 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release in certain circumstances.

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
Title

END OF SECTION

**SECTION 00 52 00 - VENDOR SERVICES AGREEMENT**

Skagit County, through the Department of (hereinafter referred to as County) and (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

1. Contractor will provide the following service/products at such time and in such manner as described in **"Exhibit A"**.
2. County will compensate Contractor a maximum of , which includes all applicable taxes and will be chargeable to GL expenditure code(s) # , and others as assigned and appropriate.
3. The parties agree that Contractor is an independent contractor and not an employee nor agent of Skagit County. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorney's fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.
4. **Defense & Indemnity Agreement.**  
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
5. This Contract shall commence on date of execution and continue until either party terminates by giving 30 days' notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than one year from date of execution.

6. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

7. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold County harmless therefrom.

8. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. A certificate of insurance naming the County, its elected officials, and employees as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in **"Exhibit B"**. The contractors insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractors insurance and shall not contribute to it.

9. Prevailing Wages:

Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

10. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

CONTRACTOR:

\_\_\_\_\_  
Signature & Title of Signatory  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fed. Tax ID # \_\_\_\_\_

Contractor Lic. #. \_\_\_\_\_

Informational Only



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Janicki, Chair

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

\_\_\_\_\_  
Peter Browning, Commissioner

\_\_\_\_\_  
Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Informational Only

**EXHIBIT "B"**

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary.

The type of insurance required by this Agreement is marked below.

- ☐ 1) Commercial General Liability Insurance  
Certificate Holder – Skagit County

**The Certificate must name the County as additional insured: Skagit County, its elected officials, officers and employees are named as additional insured.**

Thirty (30) days written notice to the County of cancellation of the insurance policy.

- ☐ 2) Professional Liability  
Certificate Holder – Skagit County  
Thirty (30) days written notice to the County of cancellation of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- ☐ 3) Insurance is waived

Date:

\_\_\_\_\_  
Risk Manager

### SECTION 00 60 00 - BONDS AND CERTIFICATES

The bond and insurance requirements set forth on the following pages are required of the successful bidder.

1.1 GENERAL:

In addition to the Bid Guarantee required in the advertisement, Skagit County requires the Contractor to furnish the following bonds and insurance. The inception date of the insurance coverage shall be the date the Contractor is ordered by Skagit County to proceed with the work and shall be maintained during the life of the Contract and for not less than one year thereafter.

1.2 EVIDENCE OF COMPLIANCE:

- A. Performance, Labor and material Payment Bonds: Submitted at time of execution of the Contract and attached thereto.
- B. Insurance: A Certificate of Insurance shall be filed with "Skagit County." This Certificate shall be reflective of all Insurance Coverage required by the County's contract documents. Any Certificate filed with the County found to be incomplete or not according to Form, will be returned as not satisfactory. Rejected Certificates shall be corrected as necessary and resubmitted to the county for approval. Certificates of Insurance and separate endorsement shall indicate the following to be Additional Named Insureds: Skagit County, it's officials, employees and agents.

Contractor's coverage shall be primary and non-contributory.

Certificates of Insurance shall indicate the following to be Additional Named Insureds: Skagit County, it's officials, employees and agents, and Reid Middleton, Inc., shall be added as Additional Insured on the Certificate, and a separate endorsement shall be issued by the Company adding Skagit County, its officials, and employees and agents and Reid Middleton, Inc.

In addition to the foregoing, the Certificate of Insurance must include a Cancellation Notification of not less than thirty (30) days. The Certificate should also contain the Contract Number and a "concise verbal definition" of the Contract to which the Certificate applies.

1.3 INSURANCE GENERALLY:

The Contractor shall not commence work under this contract until he has obtained the insurance required hereunder and such insurance has been approved by the County. In like manner, the General Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor has submitted to the General Contractor a Certificate of Insurance reflective of the coverage required by Skagit County. Skagit County's approval of insurance shall not relieve or decrease the Contractor's liability hereunder. Each policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the Work or any expiration date shown on the policy and certificate, whichever occurs first, terminate the policy or change any coverage therein without first

mailing, by registered mail, written notice of such action at least 30 days prior to the termination of change, to Skagit County.

1.4 CONTRACTOR'S LIABILITY INSURANCE:

The insurance required, by Skagit County, is as specified below and in the amounts indicated:

- A. Worker's Compensation and Employer's Liability Insurance: All employees of the Contractor and subcontractors shall be insured under Washington State Industrial Insurance. Employees not subject to the State Act shall be insured under Employer's Liability with a \$1,000,000.00 limit of liability. A separate Certificate of Insurance shall be furnished to Skagit County of any of the Contractor's payroll is not reported to the Washington State Industrial Insurance. The contractor shall be responsible for confirming compliance of all subcontractors with the above requirements.
- B. Comprehensive General Liability and Comprehensive Automobile Liability Insurance: The Contractor shall obtain and retain Bodily Injury and Property Damage Liability Insurance providing the following:
  - 1. Additional Insured: Skagit County, Reid Middleton, Inc. shall be named as additional insured for liability arising out of the work of this Contract as a result of the negligence, real or alleged, on the part of the contractor and his subcontractors.
  - 2. Limits of Liability: Limits shall equal or exceed the combination or primary and excess limits for bodily injury and property damage liability of \$1,000,000.00 annual aggregate.
  - 3. Coverage: Coverage shall be as is usual to the practice of the Insurance Industry; included but not limited to the following coverage's:
    - a. Premises and Operations including Explosion, Collapse and Underground Liability;
    - b. Products and completed Operations;
    - c. Owners and Contractors Protective Liability;
    - d. Broad form Property Damage Liability;
    - e. Blanket Contractual Liability;
    - f. Personal Injury Liability, including coverage's A, B, and C;
    - g. Employers "Stop-Gap" Liability;
    - h. Automobile Liability for All Owned, Non-Owned, Hired Leased or Borrowed Vehicles;
    - i. Un-insured and Under-insured Motorist Coverage should also be in effect.
  - 4. Products and Completed Operations Insurance: This coverage must be maintained for a period of not less than two years after the final acceptance of the work performed.

1.5 PROPERTY INSURANCE:

Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to 115 percent of the full value thereof. This insurance shall include the interests of Skagit County, the Contractor and all subcontractors in the Work being performed. The coverage should be written on a "Builder's Risk" basis. Depending on the nature and size of the contract, the Contractor may be required to purchase Flood and Earthquake Coverage. All materials which are to be made part of the construction project are to be so insured

while being stored at or off the job site(s) and/or while being transported to and from the job site(s). Insurance against loss of tools, equipment, construction, or otherwise not to be incorporated into the Work is the responsibility of the Contractor and the cost of such insurance shall not be included in the cost of insurance required herein before.

- A. Endorsements: The policy shall be specifically endorsed as follows:
  - 1. Payments: It is agreed that loss payments under the policy shall be made payable to Skagit County as trustee for each of the interests named in the policy.
- B. Waiver: Skagit County and the contractor waive all rights against (1) each other and the subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Owner for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Skagit County, as trustee.

#### 1.6 INDEMNIFICATION BY PROVIDER

To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from , or in connection with performance of this Agreement; or 3) are based upon the Provider's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Provider are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

Participation by County - No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The Provider agrees all Provider's

indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Indemnity by Subcontractors. In the event the Provider enters into subcontracts to the extent allowed under this Agreement, the Provider's subcontractors shall indemnify the County on a basis equal to or exceeding Provider's indemnity obligations to the County.

1.7 BONDS

- A. Performance and Payment Bonds: Furnish surety bond in the form of AIA Document A312 in an amount equal to 100 percent of the Contract Sum covering faithful performance of the work and payment of labor and materials. Furnish bonds issued by a bonding company licensed to transact business in the locality of the Work and approved by the Owner.

END OF SECTION

**SECTION 00 61 40 - PERFORMANCE BOND AND PAYMENT BOND**

**PART 1 - GENERAL**

- A. The "Performance Bond and Payment Bond", AIA Document A312, 2017 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.
- B. The Performance Bond and Payment Bond may be obtained from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006; Seattle Chapter, American Institute of Architects, 1911 First Avenue, Seattle, WA 98101; and Northwest Washington Chapter, American Institute of Architects as follows:

NW A.I.A.  
P.O. Box AB Bellingham, WA 98227  
Telephone: 360-671-9555

END OF SECTION



**SECTION 00 62 30 - CERTIFICATES OF INSURANCE**

Certificates of Insurance Requirements:

1. Certificate shall be issued on an ACORD Form, or a form that meets with Skagit County's approval.
2. The Insuring Company shall have a Best Rating of A+, or meet with Skagit County's approval.
3. The minimum acceptable General Liability Limit shall be \$1,000,000 Aggregate/\$1,000,000 Occurrence. Coverage shall include owners & Contractors Protective Liability and Employers Liability (Stop-Gap) Coverage. Umbrella \$1,000,000 per occurrence and \$1,000,000 aggregate.

Coverage shall be written on an "Occurrence" Basis, or meet with Skagit County's approval.

4. Automobile Coverage shall include "Any Auto" or "Scheduled Autos" and shall include Hired and Non-Owned Auto Liability.

The minimum acceptable Automobile Liability Limit shall be \$1,000,000.

5. Skagit County, it's Commissioners and Employees, and Reid Middleton, Inc., shall be added as Additional Insured on the Certificate, and a separate endorsement shall be issued by the Company adding Skagit County, it's Commissioners and Employees, and Reid Middleton, Inc. as Additional Insured to the General Liability and Automobile Policy and the Umbrellas Excess Policy, where required to meet minimum limits outlined in #3 and #4 above.
6. Indemnification by Provider. To the fullest extent permitted by law, the Provider agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Provider, its employees, agents or volunteers or Provider's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from , or in connection with performance of this Agreement; or 3) are based upon the Provider's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Provider shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Provider shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Provider hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Provider are a material inducement to County to enter into this Agreement, are reflected in the Provider's compensation, and have been mutually negotiated by the parties.

Participation by County - No Waiver. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Provider's indemnity obligations under this Agreement.

Survival of Provider's Indemnity Obligations. The Provider agrees all Provider's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Indemnity by Subcontractors. In the event the Provider enters into subcontracts to the extent allowed under this Agreement, the Provider's subcontractors shall indemnify the County on a basis equal to or exceeding Provider's indemnity obligations to the County.

7. The "Cancellation" Block shall be altered to include the wording "Should any of the above described policies be canceled or materially reduced before expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."

If there are any questions regarding these requirements please contact Skagit County's Risk Manager, Mary Houben at 360-416-1380.

END OF SECTION

**SECTION 00 82 50 - SPECIAL CONDITIONS**

1. A non-mandatory pre-bid conference for prospective bidders will be held on site Tuesday , July 8 , 2 0 2 5 . The meeting will take place at 10:00 a.m. at the project site address 11012 Boat Launch Road, Mount Vernon, WA, 98273.
2. The Owner has procured the following permits:
  - USACE (Corps) Nationwide Permit
  - WDFW Hydraulic Project Approval (HPA) Permit
  - Skagit County Shoreline Exemption

All permit conditions must be followed. It is the contractor's responsibility to meet the conditions of the permit and coordinate required inspections and testing.

3. The Contractor shall submit all work schedules to the Engineer/Owner for review and approval prior to starting work. Access, staging areas, and security fences must be coordinated with owner and other construction projects in the area.
4. The contractor shall maintain a safe and reasonable route of travel for the public through the project site. Contractor shall take necessary safety precautions to protect the public during construction. The use of barricades, safety tape, temporary structures or other means necessary to protect the public shall be employed. The Contractor shall notify the Owner of scheduled work.
5. Requests for product substitutions prior to bidding will be considered only if they are received a minimum of seven (7) calendar days before the time specified for receipt of bid proposals. If no substitutions are approved prior to bid, bidders are required to bid and supply only specified products.
6. Access to the work site for the project will be provided to the Contractor.

**A. ACCESS TO WORK**

The Owner's designated project Coordinator shall have full access to the site at all times.

**B. PREVAILING WAGES**

Contractor and subcontractors shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre- filed statement or statements of Intent to Pay prevailing Wages on file with the public agency.

C. AFFIDAVIT OF WAGES PAID

Following the final acceptance of a Public Works project, the Contractor and each and every subcontractor shall submit "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each Affidavit of Wages Paid must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted.

D. SUBMITTAL FEES

"Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" must be submitted to the Industrial Statistician of the Washington State Department of Labor and Industries accompanied by current rate for each individual form. This fee is to be paid by the Contractor. All bidders are advised to consider these charges when tabulating their bids.

E. RETAINED PERCENTAGE

The Contractor shall comply with the latest edition of RCW Chapter 39.

F. CONTRACTOR USE OF PREMISES

General: During the entire construction period the Contractor shall have the exclusive use of the designated portion of the premises for construction operations. The Contractor shall limit his use of the premises to the work indicated. Confine operations at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed. Maintain the existing site in a safe and weather tight condition throughout the construction operations. Take all precautions necessary to protect the site during the construction period.

G. DESCRIPTIONS OF SUPERVISORY REQUIREMENTS

Minimum administrative and supervisory requirements necessary for coordination of work on the project include, but are not necessarily limited to, the following:

1. Coordination and meetings
2. Administrative and supervisory personnel
3. Special Reports
4. General installation provisions
5. Cleaning and protection

H. COORDINATION AND MEETINGS

Coordination Meetings: Hold project coordination meetings at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Request representation at each meeting by every party currently involved in coordination or planning for the work of the entire project. Conduct meetings in a manner which will resolve coordination problems. Record results of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting. At Contractor's option, monthly coordination meetings can be held

integrally with monthly progress meetings.

I. ADMINISTRATIVE AND SUPERVISORY PERSONNEL

General: Provide a General Superintendent and such other administrative and supervisory personnel as are required for performance of the work throughout the project time.

Submittal of Staff and Subcontractor Names, Duties: Within fifteen days of Notice to Proceed, submit a listing of Contractor's principal staff assignments, consultants and subcontractors, naming persons and listing their addresses and telephone numbers.

J. LIMITATIONS OF USE OF THE SITE

General: Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements administer allocation of available space equitable among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project.

Schedule deliveries as to minimize space and time requirements for storage of materials and equipment on site. Contractor shall have materials delivered to its own place of business, or shall have personnel at the site to receive such items. Deliveries will not be received or signed for by the Owner.

K. SPECIAL REPORTS

General: Submit special reports directly to the Owner within one day of an occurrence. Submit a copy of the report to the Engineer and other entities that are affected by the occurrence.

Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, response by the Contractor's personnel, and evaluation of the results or effects and similar pertinent information.

Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

L. GENERAL INSTALLATION PROVISIONS

Pre-Installation Conferences: Hold a pre-installation meeting at the project site well before installation of each unit of work which requires coordination with other work. Installer and representatives of the manufacturers and fabrication who are involved in or affected by that unit or work, and with its coordination or integration with other work that has preceded or will follow shall attend this meeting.

Advise the Engineer of scheduled meeting dates. At each meeting review progress of other work and preparation for the particular work under consideration including specific

requirements for the following:

1. Contract documents.
2. Related change orders.
3. Deliveries.
4. Shop Drawings, product data and samples.
5. Possible conflicts and compatibility problems.
6. Time schedules.
7. Weather limitations.
8. Manufacturer's recommendations.
9. Compatibility of materials.
10. Acceptability of substrates.
11. Temporary facilities.
12. Space and access limitations.

M. PROGRESS SCHEDULE AND REPORTS

General: Within fifteen days of date established for "Commencement of the Work" submit a comprehensive bar chart type progress schedule indicating a time bar for each significant category or unit of work to be performed at the site. Arrange schedule to indicate required sequencing of units, and to show time allowance for submittals, inspections and similar time margins.

Show critical submittal dates related to each time bar, or prepare separate coordinated listing of critical submittal dates.

Submittal: Following initial revision of schedule after Engineers review, print and distribute schedule to entities with a need-to-know responsibility, including two copies to Engineer. Post in temporary office space. Review at intervals matching payment request, and redistribute/re-post.

N. MEETINGS AND REPORTING

Project Meetings: conduct general progress and coordination meetings at least once each week, attended by a representative of each primary entity engaged for performance of work. Record discussions and decisions, and distribute copies to those attending and others affected including Engineer. Schedule meetings to coordinate with preparation of payment requests.

O. SCHEDULE OF VALUES

Prepare a schedule of values to show breakdown of Contract Sum corresponding with payment request breakdown and progress schedule line items. Show dollar value and percent of total for each unit of work scheduled. Submit not less than seven days prior to first payment request, and review each time schedule is affected by change order or other value revision (by Contractor). Include a Punch list/Closeout line item in a minimum bid quantity of 5% of the total bid.

P. PAYMENT REQUESTS

Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issues, the Owner shall make progress payments on account of

the Contract Sums to the Contractor as provided in the Contract Documents for the period ending the twenty-fifth (25) day of the month as follows:

1. The Contractor shall submit Applications for Payment for the preceding month by the first day of each month. The Owner shall make progress payments to the Contractor not later than thirty (30) days following the receipt of the Application for Payment from the Contractor.
2. The Owner shall pay to the Contractor, on each application for Payment, materials, equipment incorporated in the Work and to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for Payment, less the aggregate of previous payments made by the Owners.

The Owner will not be liable for interest or penalties charged by the Contractor on any Payments delayed due to Contractor's failure to inform himself of the Owner's normal procedures or to submit payment requests timely.

The Contract Sum and any agreed variations thereof, shall include all Federal, State and Local taxes imposed by laws, and properly chargeable to the project except the State of Washington Sales Tax. Washington State and Local Sales Taxes as applied to the materials and labor or equipment which becomes part of the Work will be paid by the Owner; a proportionate amount of the tax will be added to each payment voucher issued to the Contractor. The Contractor shall pay all other sales, consumer, use and similar taxes properly levied by Washington State and Local Agencies for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. For payment requests, use AIA Form G702, or equivalent, fully completed, executed and notarized. Submit the forms in triplicate, including attachment of waivers and similar documentation with one copy prior to the initial payment request, submit:

1. List of principal subcontractors and suppliers, including contact persons and their addresses and telephone numbers.
2. List of principal staff assignments with addresses and telephone numbers.
3. Schedule of values.
4. Progress schedule and first progress report.

Following issuance by Owner of Certificate of Substantial completion, Contractor may submit special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approval and releases by governing authorities, required for Owner's operational/maintenance personnel.
2. Complete final cleaning of work.
3. Submit record documents.
4. Submit listing of work to be completed before final acceptance.

Following completion of the following requirements, final payment request may be submitted:

1. Complete work listed as incomplete at time of substantial completion, or otherwise assure Owner of subsequent completion of individual incomplete items.
2. Settle liens and other claims, or assure Owner of subsequent settlement.
3. Submit proof of payment on fees, taxes and similar obligations.
4. Transfer operational, access, security and similar provisions to Owner; and remove temporary facilities, tools and similar items.

5. Affidavits of Wages Paid from all entities who worked at the site.
6. Completion of requirements specified in "Project Closeout" section.
7. Obtain consent of surety for final payment.
8. Provide evidence of full payment of all industrial insurance premiums as required by RCW 51.12.050 and/or RCW 51.12.070.

Payments will be mailed to Contractor's place of business. Payments cannot be picked up personally.

END OF SECTION



**SECTION 00 83 00 - DEPARTMENT OF LABOR WAGE RATES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This schedule of prevailing wage rates for the locality or localities of the Work, as described by the Industrial Statistician of the Department of Labor and Industries, are available on the Washington State Department of Labor & Industries website <http://www.lni.wa.gov/>. Contractor remains solely responsible for verifying that the rates used are accurate, current, and inclusive for all parts of this Work. Contractor is responsible for notifying the Architect, in writing, of any problems, errors, or discrepancies in this Section no later than 7 working days prior to Bid opening. Any off-site prefabrication may also require prevailing wages and the Contractor should contact the Department of Labor and Industries to ascertain those rates.
- B. Contractor to provide the "Notice of Intent to Pay Prevailing Wage Rates", and "Affidavits of Wages Paid" as required by RCW 39.04, 39.12, 43.19, and 49.28 as amended. State approved "Notice of Intent to Pay Prevailing Wage Rates" and "Affidavits of Wages Paid" forms or State assigned numbers shall be sent directly to the owner. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Contract as though fully set forth herein.

Current prevailing wage data are available at the:

ADDRESS: Department of Labor and Industries  
Prevailing Wage Section  
P.O. Box 44540  
Olympia, Washington 98504-4540

Current prevailing wage rates are set forth in the Washington State Department of Labor & Industries website <http://www.lni.wa.gov/> and are herein incorporated into this document by this reference.

The General Contractor and his sub-contractors are to pay for all filing fees for Statements of Intent to Pay Prevailing Wages and Affidavits at \$25.00 each document submitted. Pay for any change in rate during the course of construction.

Submit forms to: Department of Labor and Industries  
Prevailing Wage Section  
P.O. Box 44540  
Olympia, Washington 98504-4540

**END OF SECTION**

**SECTION 05 50 00**

**METAL FABRICATIONS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes: The Work includes requirements to provide miscellaneous iron, steel, or other non-ferrous metals not specifically described in other sections of these specifications but required for a complete and operable facility.
- B. Related Sections:
  - 1. Section 35 51 13 – Polyethylene Tub Float System

**1.2 QUALITY ASSURANCE**

- A. Qualification of Fabricator: Fabricator of metals specified in this section shall be thoroughly experienced in the fabrication and working of metals, including cutting, bending, forming, and finishing.
- B. Qualification of Welders: Welders shall be currently certified by the American Welding Society (AWS) for structural welding and shall submit qualification test certificates. Weld procedure qualification shall be kept on file.

**1.3 REFERENCES**

- A. ASTM A36 – Carbon Structural Steel
- B. ASTM A123 – Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- C. ASTM A153 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- D. ASTM A307 – Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
- E. ASTM F3125 – Structural Steel Bolts, Steel, Heat Treated, 120/150 ksi Minimum Tensile Strength
- F. ASTM A780-01 – Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
- G. ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55, and 105 ksi Yield Strength
- H. AWS D1.1 – American Welding Society, Structural Welding Code – Steel

**1.4 SUBMITTALS**

- A. Before metal fabrication, submit engineering calculations and shop drawings to the Engineer in accordance with Division 1 of these specifications. Shop drawings shall show locations, markings, quantities, materials, sizes, and shapes, and indicate methods of connecting, anchoring, fastening, bracing, and attaching to the work of other trades.
- B. Design data: For metal structures or structural components (hinges, float frame, pile hoops) indicated to comply with design loadings in performance specification, include structural analysis and design data signed and sealed by the professional engineer who was responsible for their preparation.
- C. Zinc-based soldering material.

- D. Welders' certificates of certification per AWS and qualification test reports.
- E. Testing and inspection reports for welding and high strength hardware as shown on Drawings.
- F. Shop drawings of hinges, framing, pile guides, and other metal work showing dimensions, bends, finishes, and other construction details.

**1.5 PRODUCT HANDLING**

- A. Protection: Protect miscellaneous metal materials before, during, and after installation and protect the installed work of other trades.
- B. Replacements: In the event of damage, immediately make repairs and replacements necessary to the approval of the Engineer and at no additional cost to Owner.
- C. Handling: Identify materials clearly, keep grade markings legible.

**PART 2 - PRODUCTS**

**2.1 GENERAL**

- A. Unless otherwise noted or specified, products shall be new, free from oxidation or corrosion, and the best quality for the intended use.

**2.2 STEEL**

- A. Structural Steel:
  - 1. Square Hollow Structural Section: ASTM A500, Grade B
  - 2. Angles: ASTM A36
  - 3. Plates: ASTM A36
  - 4. Pipe: ASTM A53 Grade B
  - 5. Miscellaneous Steel: ASTM A36
  - 6. Structural Bolts: ASTM F3125, Grade A325, Type 1
  - 7. Nuts: ASTM A563
  - 8. Thru-Rods: A193 Grade B8M
- B. All Other Materials: Commercial grades.

**2.3 FASTENINGS AND ACCESSORIES**

- A. General: Same basic metal and finish as materials to which applied.

**2.4 BOLTS AND NUTS**

- A. Machine bolts at steel-to-steel connections shall meet the requirements of ASTM F3125, Grade A325. Bolts shall be hot dip galvanized.

**2.5 FABRICATION**

- A. Miscellaneous metal shall be fabricated in accordance with approved shop drawings.
- B. Insofar as practical, shop prefabricate items complete and ready for installation.
- C. Unless otherwise indicated on the Drawings, weld shop connections. Joints shall be tightly fitting, securely fastened, square, plumb, straight, and true.

- D. Joints exposed to the environment must be watertight.
- E. Drill or punch holes required for the attachment of work of other trades and for bolted connections. Burned holes are not acceptable.

**2.6 WELDING AND WORKMANSHIP**

- A. Prevent warping in finished product. Use jigs if necessary.
- B. Work to standard tolerances.
- C. Welding Standards: Comply with applicable provisions of AWS D1.1.

**2.7 CORROSION PROTECTION**

- A. All steel shall be hot dip galvanized. Separate or isolate dissimilar materials to prevent galvanic corrosion.

**PART 3 - EXECUTION**

**3.1 PREPARATORY REVIEW**

- A. Inspection:
  - 1. Prior to Work of this section, carefully inspect installed work of other trades affecting this Work and verify that such work is complete to the point where this installation will commence properly.
- B. Discrepancies: In the event of a discrepancy, do not proceed with fabrication or installation until resolved by the Engineer.

**3.2 ERECTION**

- A. Erect and install miscellaneous metal items in strict accordance with the Drawings, approved shop drawings, and reference standards. These items shall align straight, plumb, and level.

**END OF SECTION**

**SECTION 35 51 13**

**POLYETHYLENE TUB FLOAT SYSTEM**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Designing, manufacturing, detailing, transporting, and installing structural steel framed and grated deck float system with polyethylene tubs and associated items.
  - 2. Work includes complete design and design detailing for float system to provide durable, functioning system that meets specified performance criteria for loading, configuration, and associated items as shown on Drawings and as specified.
- B. Related Sections:
  - 1. Section 05 50 00 Metal Fabrications

**1.2 REFERENCES**

- A. ASTM C203 – Standard Test Methods for Breaking Load and Flexural Properties of Block-Type Thermal Insulation
- B. ASTM C272 – Standard Test Method for Water Absorption of Core Materials for Sandwich Constructions
- C. ASTM C578 – Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation
- D. ASTM D1248 – Standard Specification for Polyethylene Plastics Molding and Extrusion Materials
- E. ASTM D1621 – Standard Test Method for Compressive Properties of Rigid Cellular Plastics
- F. ASTM D2126 – Standard Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging
- G. ASTM D3350 – Standard Specification for Polyethylene Plastics Pipe and Fitting Materials

**1.3 QUALITY ASSURANCE**

- A. Contractor shall account for and coordinate all systems to be incorporated in the float system.
- B. Like items of materials shall be the products of one manufacturer in order to achieve standard appearance, maintenance, and replacement.
- C. Fabrication shall be in accordance with appropriate industry standards of good practice for polyethylene tubs, structural metal frames, and other materials.
- D. Float manufacturer shall have a minimum of 5 years' experience in design and manufacturing of float systems. Float manufacturer shall have at a minimum ten successful similar floating dockage installations in a similar environment within the last 5 years. Additional certification and worker experience records may be requested by the Owner and used to qualify float manufacturers.

- E. Qualifications of Workers: Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with type of materials being fabricated and installed and best methods for their fabrication and who shall direct the Work performed under this Section.
- F. Engineer Inspection: Notify Engineer prior to construction of first float. An on-site pre-production meeting may be held to review manufacturing processes and factory quality controls. Periodic additional on-site inspections may be conducted by the Engineer.
- G. Qualifications of Fabricator and Welders: The fabricator of the metals specified in this section shall be experienced in the fabrication and working of metals, including cutting, bending, forming, and finishing. Welders shall be currently certified in accordance with AWS D1.1 for structural steel welding; submit qualification test reports and bearing witness certification of independent laboratory and inspection service approved by the Engineer. If welder has not been engaged in welding process for three or more months, requalify before permitting them to do structural welding Work.

**1.4 DESIGN CRITERIA – STRUCTURAL METAL FRAMING AND DECKING**

- A. Design steel framing, fiberglass reinforced plastic (FRP) decking, connections, and assemblies to support the loads identified in the following design criteria sections. Metal frame and FRP decking shall provide for the transfer of all loads from vessels and bullrail attachments to the pile guide system. Schematic configuration of the structural frame and decking system is shown on Drawings. Provide complete design for float system, including sizing, spacing, and configuration of metal framing, FRP decking, connections, and assembly systems necessary for the required load conditions.

**1.5 DESIGN CRITERIA – LOADING**

- A. Design float system to basic load combinations shown on Drawings and loading criteria shown below as a minimum. Normal allowable stresses shall be in accordance with most recent edition of the IBC.
- B. Dead Loads: Design float for all dead loads, including weight of all float components (including flotation, fittings, fasteners, rub boards, fendering elements, transition ramps, piling guides, and any other attached appurtenances), as well as any weight due to water absorption.
- C. Live Loads: 30 pounds per square foot (psf) and 300 lbs. concentrated.
- D. Environmental Loads: Design floats to withstand environmental loads given the following criteria:
  - 1. Snow Load: 25 psf
  - 2. Wind-Drive Wave: 2.0 ft significant wave height with 2.7 second wave period.
  - 3. Current: 4 knots
- E. Vessel Berthing:
  - 1. Vessel approach speed: 1.0 ft/sec
  - 2. Vessel approach angle: 30 degrees
- F. If any loads, other than those indicated, are anticipated to be carried by the structure, it shall be brought to the attention of the Engineer immediately.
- G. Design and reinforce system to withstand all handling and erection loads.

- H. Design and detail float system, walers, piling hoops, and float connections to accommodate stresses and loads to which they are subjected.
- 1.6 DESIGN CRITERIA – FREEBOARD & SLOPE
- A. Dead Load Freeboard:
    - 1. Freeboard under dead load only shall be a minimum of 18 inches for float and shall not be less than 16 inches minimum at end of warranty period. Maximum freeboard under dead load shall be 30 inches.
    - 2. Actual dead load freeboard may vary plus or minus 1 inch from freeboard determined on manufacturer’s approved calculations.
  - B. Freeboard under dead load and live load: Freeboard under dead load and full live load shall be a minimum of 12 inches for float.
  - C. Dockage shall be level within the following tolerances under design load:
    - 1. Floats shall not slope more than 0.10 inch per foot of length at time of the Owner’s acceptance and at end of warranty period.
    - 2. Floats shall not slope transversely more than 0.10 inches per foot over its width at time of the Owner’s acceptance and at end of warranty period.
  - D. Deck surfaces of adjacent dockage system shall be level and at same elevation and slope. Maximum vertical difference in elevation between adjacent float sections is 1/4 inch.
  - E. Horizontal spacing between decking and between adjacent float sections shall not be more than 1/2 inch.
  - F. Make provisions to support concentrated dead loads, such as ramps and equipment.
  - G. Field adjustments shall be made to meet above requirements, as needed. Intent of this specification is to ensure a level float system under all dead load conditions with the specified freeboard.
- 1.7 DESIGN CRITERIA – MOTION
- A. Design dockage to resist rolling, surging, and twisting forces associated with design wave in combination with design vessels moored continuously along face.
  - B. Differential movement between any two adjacent floating system components shall not exceed 1/4 inch.
- 1.8 DESIGN CRITERIA – ANCHORAGE
- A. Anchor float system on existing steel piling guides. Verify existing guide pile spacing and locations prior to float construction.
- 1.9 SUBMITTALS
- A. Submit float system and appurtenance shop drawings showing full dimensions of each member, layout of entire structure, and other accessories prior to fabrication or delivery of material to site. Indicate shop and erection details, including cuts, copes, splices, connections, bolt hole patterns, and fastening devices.
  - B. Submit float structural and buoyancy calculations and bull rail calculations, showing float system meets the specified performance criteria. Calculations shall be sealed by a licensed Washington State licensed professional engineer with a minimum of five years’ experience in the design of float systems.

- C. Float shop drawings and calculations shall be submitted and approved prior to fabrication. Any Work done prior to written approval of both the shop drawings and calculations is at Contractor's own risk. Any rework or modifications required to comply with approved shop drawings and calculations shall be at no expense to Owner. Contract time will not be extended due to rework or corrections required as a result of fabrication of floats prior to submittal approval.
- D. Submit product information for polyethylene tubs, foam, plastic timber, metal framing, fasteners, decking, and all products in this section for approval prior to assembly. Provide catalog cuts, pictures, specifications listing ratings, and reference specifications to which product conforms.

**1.10 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces.
- B. Replacements: In event of damage, immediately make repairs and replacements necessary to approval of Engineer at no additional cost to Owner.
- C. Identify materials clearly, keeping grade marks legible. Separate damaged material and stockpile to prevent use as structural members.
- D. Use means necessary to protect installed work of other trades.

**1.11 WARRANTY**

- A. Provide 10-year warranty for float system. Warranty shall include connections and assemblies.

**PART 2 - PRODUCTS**

**2.1 FLOAT SYSTEM**

- A. Float system shall consist of foam-filled polyethylene tub flotation modules with structural steel frame, steel bull rail, and FRP grated decking.
- B. Polyethylene Tubs:
  - 1. Use polyethylene tubs from single manufacturer throughout the Work.
  - 2. Polyethylene tubs shall be black, UV-resistant, rotationally molded in a one-piece construction, filled with foam. Minimum wall thickness shall be 0.150 inches. Tub manufacturer shall have a minimum 5 years' experience in the fabrication of flotation tubs for marina systems.

**2.2 POLYSTYRENE INNER CORE**

- A. All flotation shall be filled with polystyrene foam. Inner core of float shall be closed-cell, corrosion-proof, expanded polystyrene, with a density of 0.95 to 1.10 pounds per cubic foot and shall conform with ASTM C578 conforming to the following minimum properties:

Compressive Strength	10 psi	ASTM D1621
Flexural Strength	25 psi	ASTM C203
Dimensional Stability (Change in dimensions)	Max % 2.0	ASTM D2126
Moisture Absorption (Max % by Volume)	2.0%	ASTM C272
Buoyancy-Flotation	60 lbs/cubic foot	



- B. All expanded polystyrene shall be aged 6 weeks prior to fabrication if molded in a conventional steam mold or seven days if molded in a new generation vacuum mold. Polystyrene core shall not have more than 10% reground expanded polystyrene material. Reground pieces shall not exceed 3/8 inch in diameter. The Engineer may request certified test reports to substantiate foam density, compressive strength, absorption, and fusion aspects of this Specification.
- C. Polystyrene core shall be made up of not more than four laminated sections. No horizontal lamination may occur in upper 10 inches of core. Glue laminated core with a low solvent glue and strap to prevent delamination during transportation and handling.

### **2.3 METAL FRAMING**

- A. Steel: Use structural steel sections for all structural steel frame members used in float, including tubes, channels, plates, angles, and pipe. All edges shall be smooth and free of sharp edges. Corners of top chords shall have a radius edge. All structural steel members shall be hot-dip galvanized.
- B. Welds: Use a filler metal alloy for welds to produce a weld compatible with base structural metal for corrosion resistance in accordance with AWS D1.1. All connections to be welded shall be of new material, clean and free of any contaminants. All joints shall fit properly and be prepared for the appropriate weld as described in the shop drawings. All joints shall be watertight.
- C. Dissimilar Metals: Dissimilar metals shall be isolated and shall not be used below the waterline.
- D. Provide drain and weep holes to prevent metal framing members from holding water. For steel members, provide vent holes in the sides of members to facilitate complete draining during galvanizing process. Show all drain hole locations in float shop drawings.

### **2.4 FASTENERS**

- A. Hardware, bolts, and other fasteners shall be as shown on the Drawings or hot-dip galvanized as shown on the Drawings.

### **2.5 PILING GUIDES**

- A. Piling guides shall be hot-dip galvanized units designed for stress and loading conditions of system, as shown on Drawings. Piling guides and connections to float shall be designed to transmit all design loads from float to piling without failure of float. Piling guides shall allow float removal.
- B. Piling guides shall be designed to accommodate steel pipe piling. Piling guides shall provide openings with minimum 2-inch-diameter clearance for insertion of piling.
- C. Each piling guide shall be provided with ultra-high molecular-weight polyethylene (UHMW-PE) replaceable rub blocking.

### **2.6 PILING GUIDE BLOCKING**

- A. Ultra-High Molecular-Weight Polyethylene (UHMW-PE) replaceable rub surfaces shall not be less than 1 inch thick, 3 inches tall, and 6 inches wide.
- B. UHMW-PE plastic components shall be chemically cross-linked, ultra-violet light stabilized, and suitable for long-term environmental exposure. All UHMW-PE shall be black.

- C. Rub blocking shall have connections that are fully accessible for replacement or addition/removal of blocking once piles have been installed. Contractor shall demonstrate to Owner maintenance staff that rub blocking is fully accessible.
- D. All hardware shall be recessed from the wearing face of the UHMW by a minimum of 1/2 inch.

**2.7 PLASTIC LUMBER**

- A. Plastic lumber shall be manufactured with HDPE and fiberglass elements to act as a reinforcement with HDPE. Lumber shall be made in one piece per specified size.
- B. All materials shall have UV additives to prevent deterioration of the plastic lumber from exposure to UV light.
- C. HDPE shall be made up of recycled material; both post-industrial and post-consumer, excluding additives and colorants. Finished plastic lumber shall not rot, split, crack, or splinter for a minimum of 50 years. It shall be resistant to termites, marine borers, salt spray, oil, and fungus.
- D. Plastic lumber shall be extruded (not molded) to avoid the porous core typically associated with molded plastic lumber products.
- E. Plastic lumber shall be installed with bolts spaced no further apart than 12 inches on center.
- F. Installation shall be in full conformance with manufacturer's recommendations.
- G. Plastic lumber shall meet the following requirements:
  - 1. Flexural Strength: 2,100 psi, minimum
  - 2. Compression Strength Parallel to Grain: 2,800 psi, minimum
  - 3. Compression Strength Perpendicular to Grain: 1,400 psi, minimum
  - 4. Moisture Absorption < 0.06% by weight.
  - 5. Thermal Expansion: 0.000033 inch/inch/degree F.
  - 6. Abrasion resistance: <0.02 Oz- with 2.2 lb sample.
  - 7. Ultraviolet (Skin): <10 % change in Type D durometer at 500 hours

**2.8 DECKING**

- A. Decking surface shall consist of non-skid 1-inch-deep fiberglass-reinforced plastic grating approved for use by the Americans with Disabilities Act, with minimum 60% open area. Decking to be Fibergrate EcoGrate 62 or approved substitute.
- B. Fabricate deck supports to facilitate deck strength of 100 psf with maximum deflection of less than 0.31 inch.
- C. Color: gray.
- D. Maximum 1/2-inch openings in the direction of travel. Grating shall be attached with decking manufacturer supplied clips.

**2.9 OTHER MATERIALS**

- A. All other materials not specifically described but required for a complete and proper installation of the Work of this Section shall be selected by Contractor, subject to approval by the Engineer.

**PART 3 - EXECUTION**

**3.1 PREPARATORY REVIEW**

- A. Inspection: Prior to the Work of this Section, carefully inspect installed work of other trades, and verify that such work is complete to point where this installation may commence properly and be performed in strict accordance with original design and pertinent codes and regulations.
- B. Discrepancies: Notify Engineer immediately in event of discrepancy. Do not proceed with installation in areas of discrepancy until fully resolved.

**3.2 WORKMANSHIP**

- A. General: Install structural metal framing system that is level or plumb, with joints that are true, tight, and well-constructed. Assemble members in accordance with approved shop drawings and appropriate codes.
- B. Selection of plastic lumber: Select plastic lumber carefully. Plastic lumber may be rejected by Engineer at any time for faults or defects.

**3.3 FABRICATION**

- A. Conform to best industry standards and practices to produce a product that conforms to Specifications, Drawings, shop drawings, and submittals.

**3.4 INSTALLATION**

- A. Do not notch, bore, dab, or cut plastic lumber member except as indicated on Drawings, in Specifications, or as approved by Engineer. Do not bore members unless hole is to be used for a bolt or other connector.
- B. Bearings: Make bearing surfaces full unless otherwise indicated on Drawings.
- C. Fastening: Use hot-dip galvanized fasteners only.
  - 1. Bolting:
    - a. Drill holes 1/16 inch larger in diameter than bolts being used. Drill holes from one side only.
    - b. Bolt shall be of sufficient length that no threads bear on wood.
    - c. Use malleable iron washers under head and nut where both bear on wood. Use malleable iron washers under nuts.
  - 2. Screws:
    - a. Pre-bore holes for screws and lag screws same diameter as root of threads. Enlarge holes to shank diameter for length of shank.
    - b. Turn (do not drive) screw fasteners into position.
- D. Discard units of material with defects that might impair work quality and units that are too small to fabricate the Work with minimum joints or optimum joint arrangement.

**3.5 FLOAT UNIT INSTALLATION**

- A. Ensure protection of adjacent facilities at all times.

- B. Install floats around existing steel guide piles. Install float in place, level with no more than 1/2-inch difference in freeboard between any location on the float system. Provide fully encased supplemental flotation if required to meet level requirements.

END OF SECTION



US Army Corps  
of Engineers ®  
Seattle District

# NATIONWIDE PERMIT 3

## Terms and Conditions

2021 NWP - Final 41; Effective Date: February 25, 2022  
amended with RGCs 10-14 June 28, 2024



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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

3. **Maintenance.** (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance

activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

## 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 NWP 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 NWP's 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 NWP's, 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 NWP's - Final 41 NWP's for the Seattle District in Washington State, as applicable.

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

Drawings must be submitted with a 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 applicant 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.

#### **RGC 10, Limitations on New Bank Stabilization Within the Salish Sea**

The length of new bank stabilization within waters of the U.S., including new bank stabilization associated with maintenance activities that would expand previously authorized armoring length, cannot exceed 50 linear feet within the Salish Sea under any NWP.

#### **RGC 11, Effects to Forage Fish Spawning Beaches, Drift Cells, and Feeder Bluffs)**

No NWP activity can:

- a. cause more than minimal adverse effects to forage fish spawning beaches or drift cells; or
- b. prevent the functioning of feeder bluffs, including more than minimal adverse effects to sediment recruitment, transport, or deposition.

This regional general condition applies to all NWP activities within the Salish Sea. Information regarding the location of forage fish spawning beaches is available on the Washington Department of Fish and Wildlife's (WDFW) Forage Fish Spawning Map at <https://wdfw.maps.arcgis.com/home/webmap/viewer.html?webmap=19b8f74e2d41470cbd80b1af8dedd6b3>. Information regarding the location and movement of drift cells, shoreline stability, and coastal landforms, to include feeder bluffs, is available at the Washington State Department of Ecology's Coastal Atlas Map website: <https://apps.ecology.wa.gov/coastalatlasmap>. These maps are resources that can be used to help identify the location of forage fish spawning beaches, drift cells, and feeder bluffs; they are not a substitute for site-specific data. Information about forage fish, their spawning habitats, and spawning behavior are available through the WDFW. Additional information about the importance of these species as prey species for Endangered Species Act listed salmonids can be found on the National Marine Fisheries Service website.

#### **RGC 12, Bank Stabilization Design Considerations**

Bank stabilization activities, including maintenance activities, shall utilize living shorelines, vegetative stabilization, bioengineering, including but not limited to large woody material with intact root wads, and other soft bank stabilization approaches to the maximum practicable extent before considering hard bank stabilization methods such as bulkheads and rock revetments.

#### **RGC 13, PCNs for Activities in Areas Where There May Be Treaty-Reserved Tribal Rights**

To ensure compliance with General Condition 17, Tribal Rights, a pre-construction notification (PCN) is required for all NWPs associated with structures or fills in areas where Tribes have retained via treaty the right to fish in their usual and accustomed grounds and stations.

**RGC 14, Maintenance of Existing Bank Stabilization Structures and Fills**

(Applicable to NWP 3, Maintenance Activities) Maintenance of existing bank stabilization structures that expand the existing structure's footprint or dimensions either waterward, vertically, or linearly along the shoreline within the geographic jurisdiction of the U.S. Army Corps of Engineers are not eligible for NWP 3.

D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP: None

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:

- 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:

1. The project or activity involves the complete replacement of a shoreline stabilization using hard armoring.
2. The project or activity increases the original footprint of the structure by more than 1/10<sup>th</sup> acre in wetlands; or
3. The project or activity includes adding a new structure, such as a weir, flap gate/tide gate, or culvert to the 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 NWPs is granted with conditions. EPA Region 10 has determined that any discharge authorized under the following proposed NWPs 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."

#### NWP Specific Conditions:

NWP 3 is conditionally certified, subject to the general conditions listed above, for all maintenance, repair or replacement activities authorized under this NWP, except that an individual project-specific WQC is required when the project involves:

1. Maintenance, repair, or replacement of shoreline stabilization using hard armoring approaches; or
2. Extending existing infrastructure beyond its prior footprint in fish bearing waters of the U.S.; or
3. Excavation or dredging in marine 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:

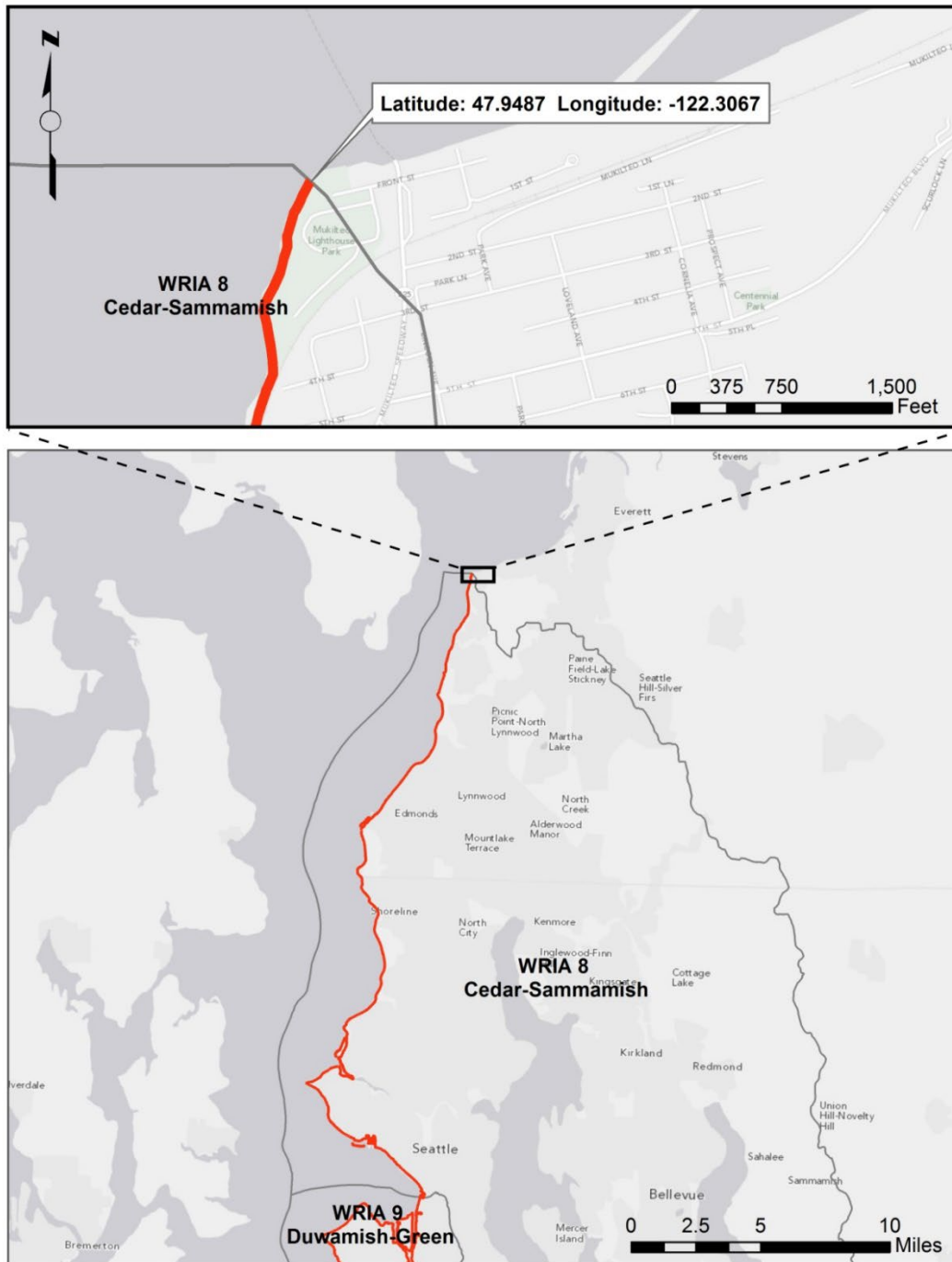
Ecology's determination is that they concur with conditions that this NWP is consistent with CZMA.

1. A CZM Federal Consistency Decision is required for projects or activities under this NWP if a State 401 Water Quality Certification is required.

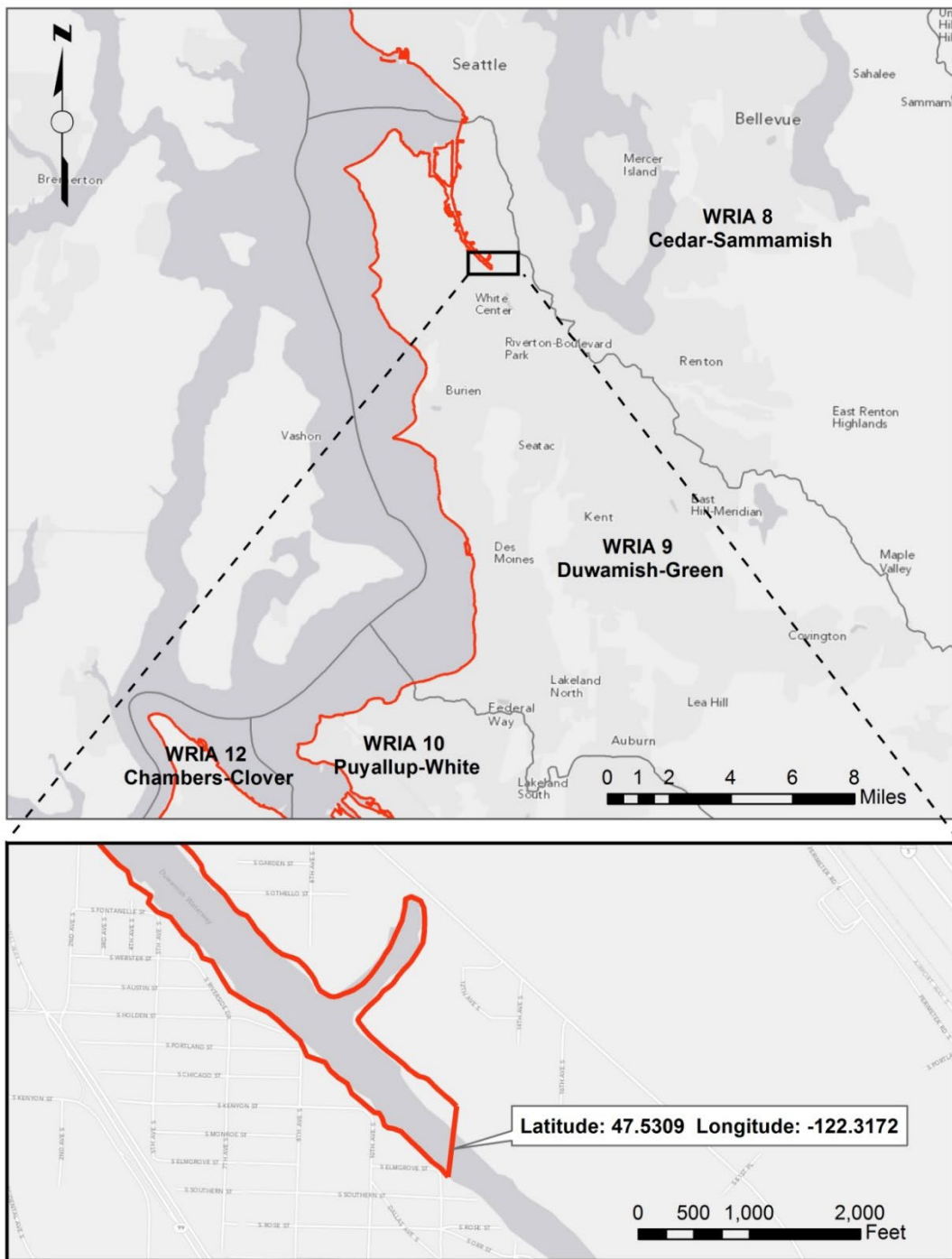
# Seattle District Regional General Conditions - Figures

Figure 1: RGC 3 - WRIAs 8, 9, 10, 11, and 12

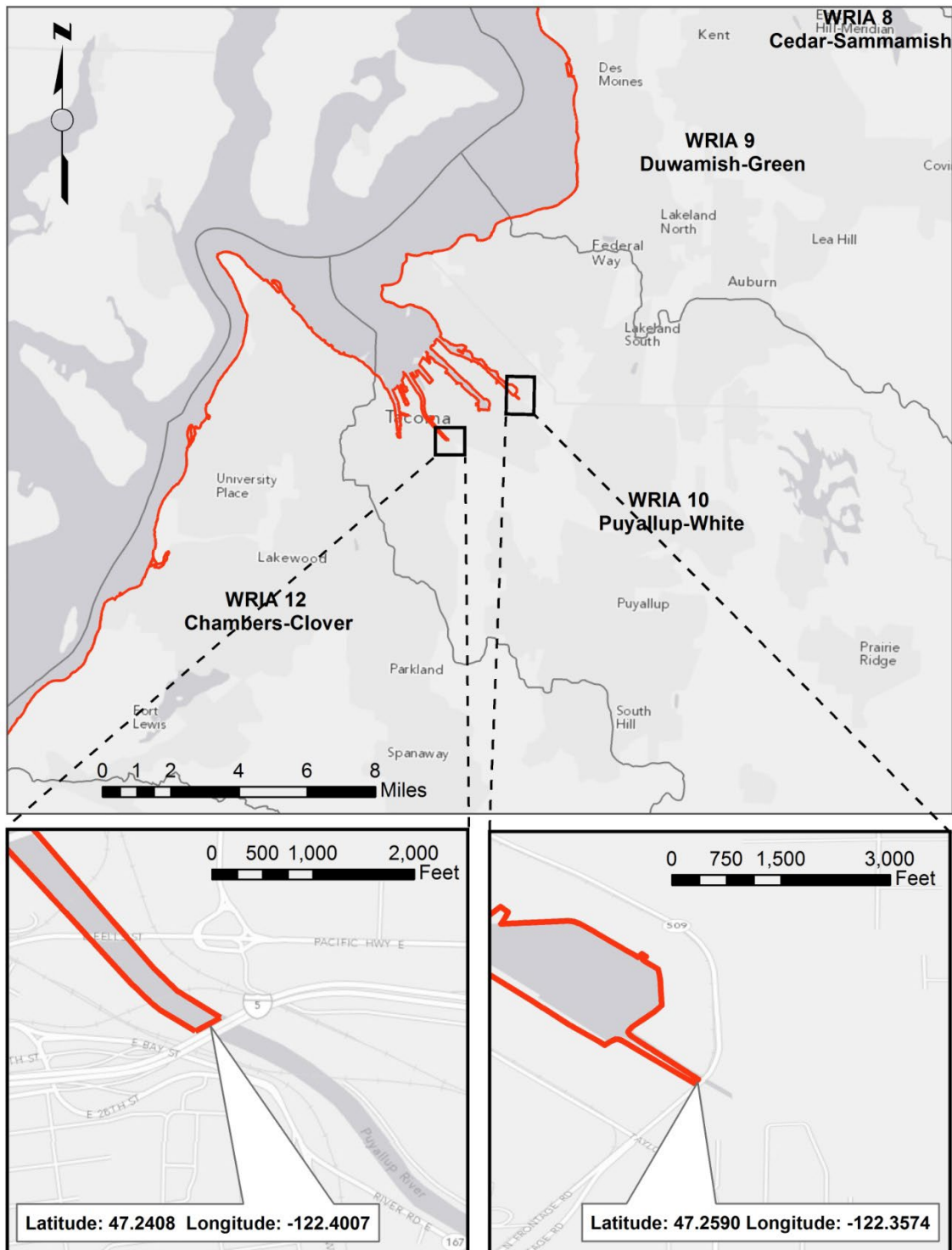
a. WRIA 8



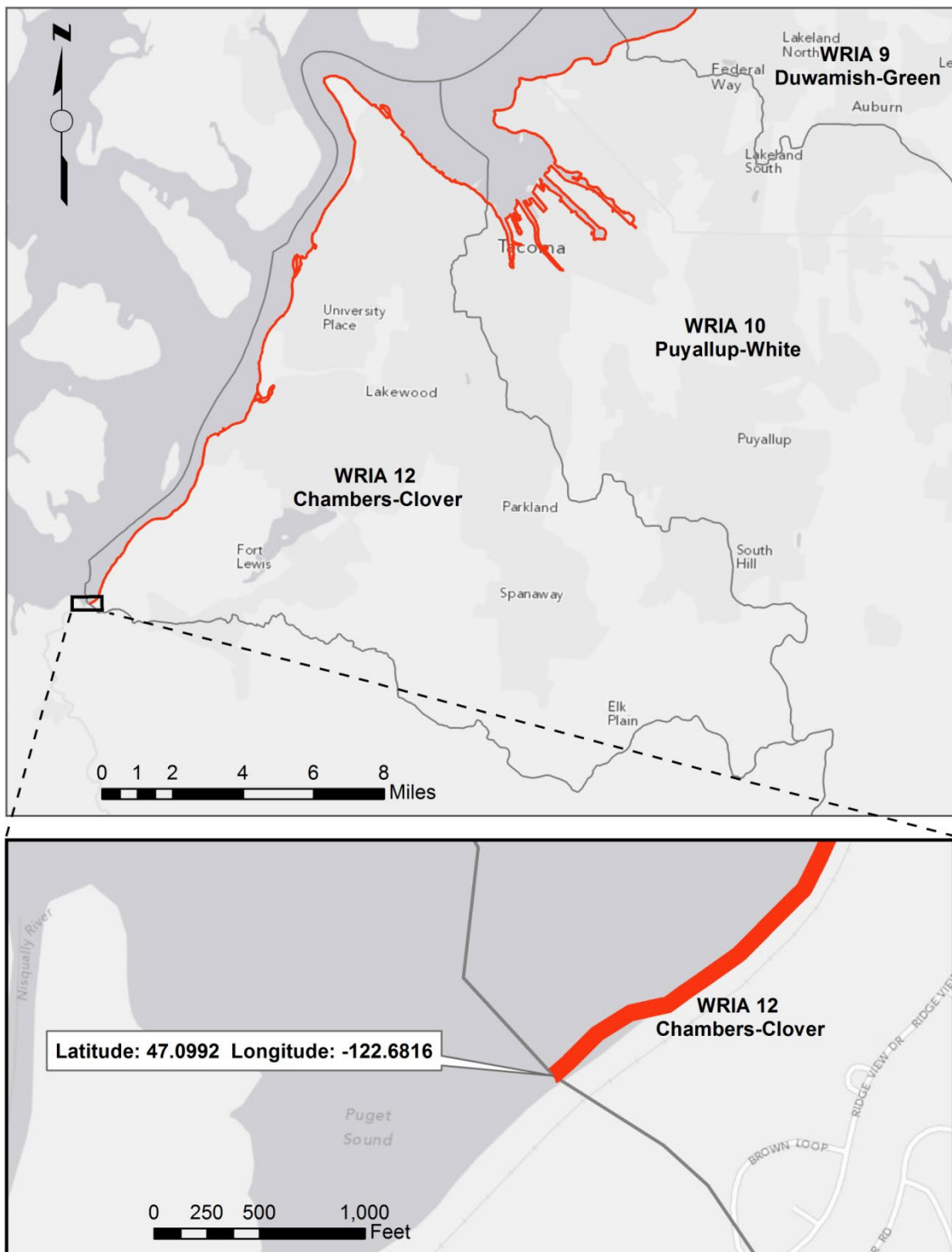
b. WRIA 9



c. WRIA 10



d. WRIA 12



e. WRIA 11

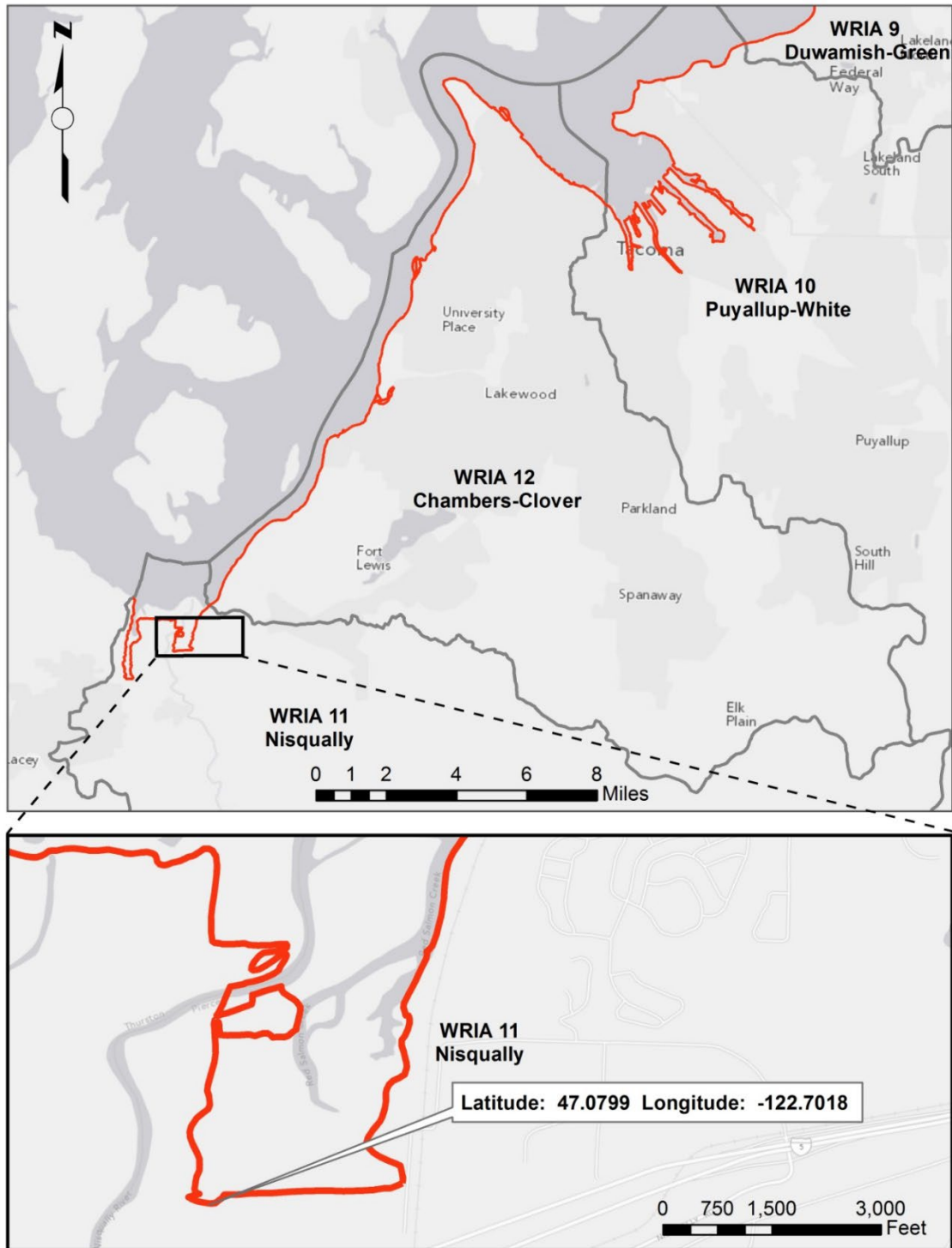
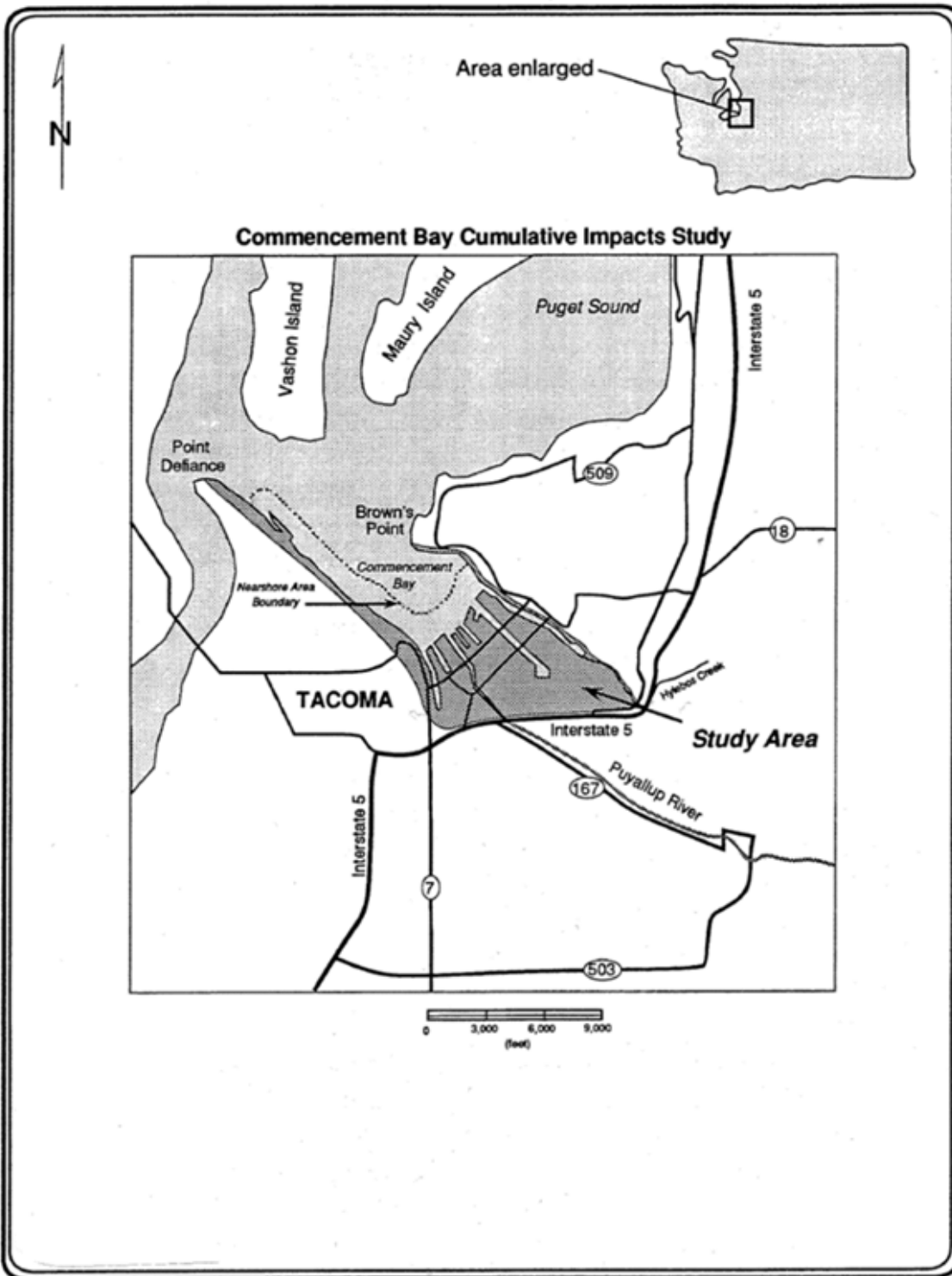
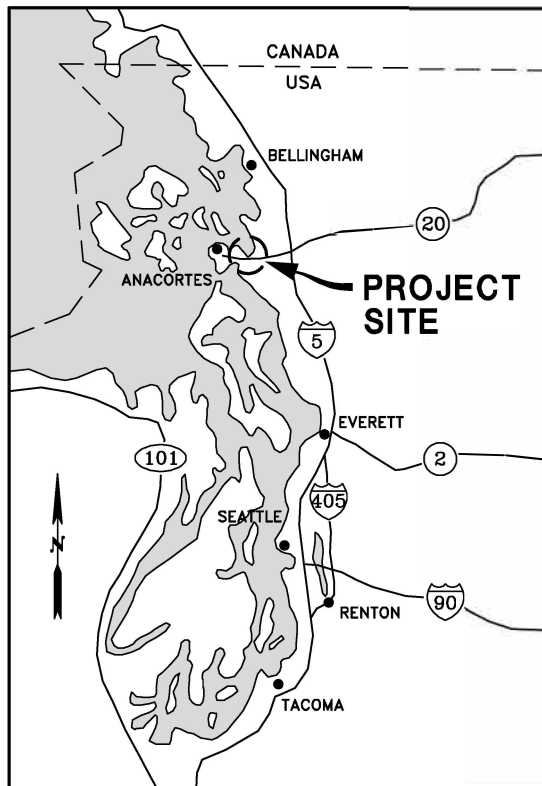


Figure 2. RGC 4 - Commencement Bay Study Area

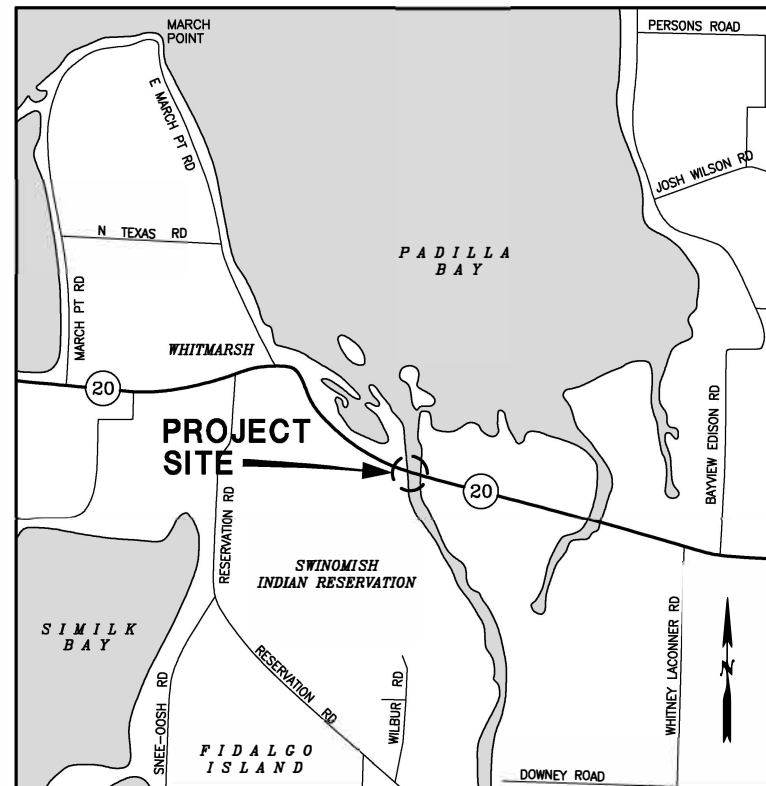




# SKAGIT COUNTY PARKS & RECREATION SWINOMISH CHANNEL BOAT LAUNCH RENOVATION



**LOCATION MAP**  
NOT TO SCALE



**VICINITY MAP**  
NOT TO SCALE

SHEET INDEX	
SHEET No	DESCRIPTION
1	COVER SHEET
2	EXISTING SITE PLAN
3	EXISTING FLOAT SECTIONS
4	PROPOSED SITE PLAN
5	BOARDING FLOAT ELEVATION & DETAIL
6	OVERWATER COVERAGE TABLE

## **OWNER**

SKAGIT COUNTY PARKS & RECREATION  
ADDRESS: 1730 CONTINENTAL PLACE,  
MOUNT VERNON, WA 98273  
CONTACT: BRIAN ADAMS  
PHONE: 360-416-1356

## **PROJECT SITE ADDRESS**

BOAT LAUNCH ROAD, LA CONNER, WA 98257  
SECTION 11, TOWNSHIP 34 NORTH, RANGE 2 EAST  
LATITUDE: 48° 27' 16.60" N  
LONGITUDE: 122° 30' 47.35" W

PURPOSE: REPLACEMENT OF FLOAT

NWS 2023-939

DATUM: MLLW 0.0'

ADJACENT PROPERTY OWNERS:

1. N/A

## **COVER SHEET**

### **SKAGIT COUNTY PARKS & RECREATION SWINOMISH CHANNEL BOAT LAUNCH RENOVATION**

ADDRESS: SKAGIT COUNTY PARKS & RECREATION  
1730 CONTINENTAL PLACE  
MOUNT VERNON, WA 98273

**Reid Middleton**

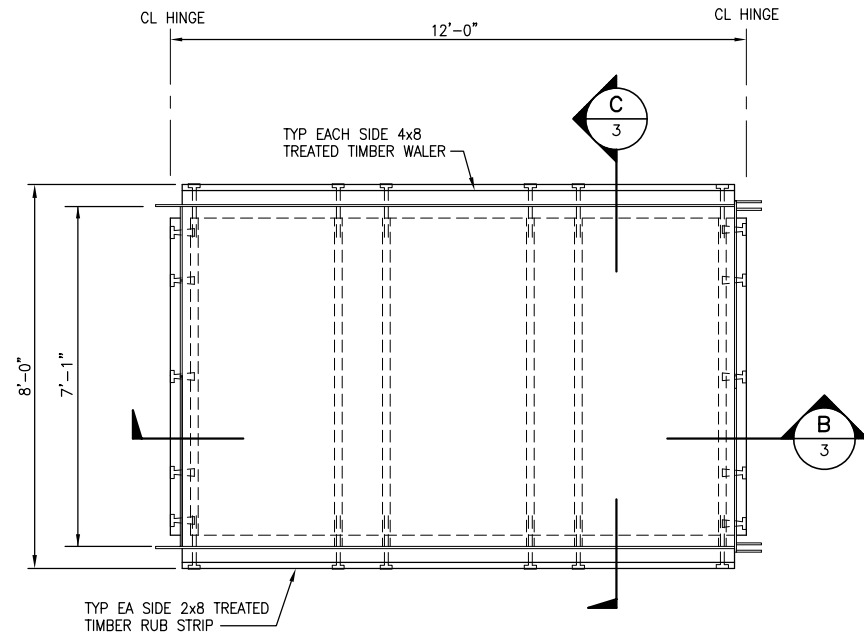
728 134th Street SW - Suite 200  
Everett, Washington 98204  
Ph: 425 741-3800

IN: MOUNT VERNON, WA  
AT: SWINOMISH CHANNEL BOAT LAUNCH  
COUNTY OF: SKAGIT  
APPLICATION BY: SKAGIT COUNTY PARKS & RECREATION  
SHEET 1 OF 6 DATE: SEPTEMBER 1, 2024

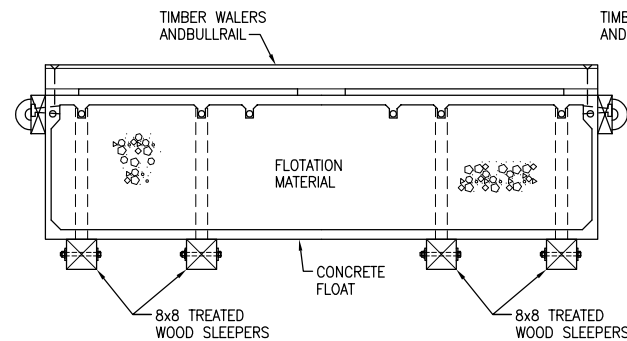




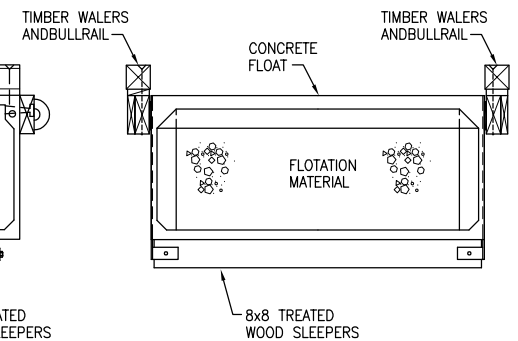
Oct 14, 2024 - 7:43pm - H:\24WA\2022\006 Swinomish Channel Boat Launch Reno Design\Drafting\Permit - JARPA\PRMT 3.dwg Layout Name: PRMT 3



1 PLAN—EXISTING BOARDING FLOAT TO BE REPLACED  
2 SCALE: 1/4"=1'-0"



B SECTION  
3 SCALE: 1/4"=1'-0"



C SECTION  
3 SCALE: 1/4"=1'-0"

PURPOSE: REPLACEMENT OF FLOAT

NWS 2023-939

DATUM: MLLW 0.0'

ADJACENT PROPERTY OWNERS:

1. N/A

## EXISTING DEBRIS DEFLECTOR AND FLOAT SECTIONS

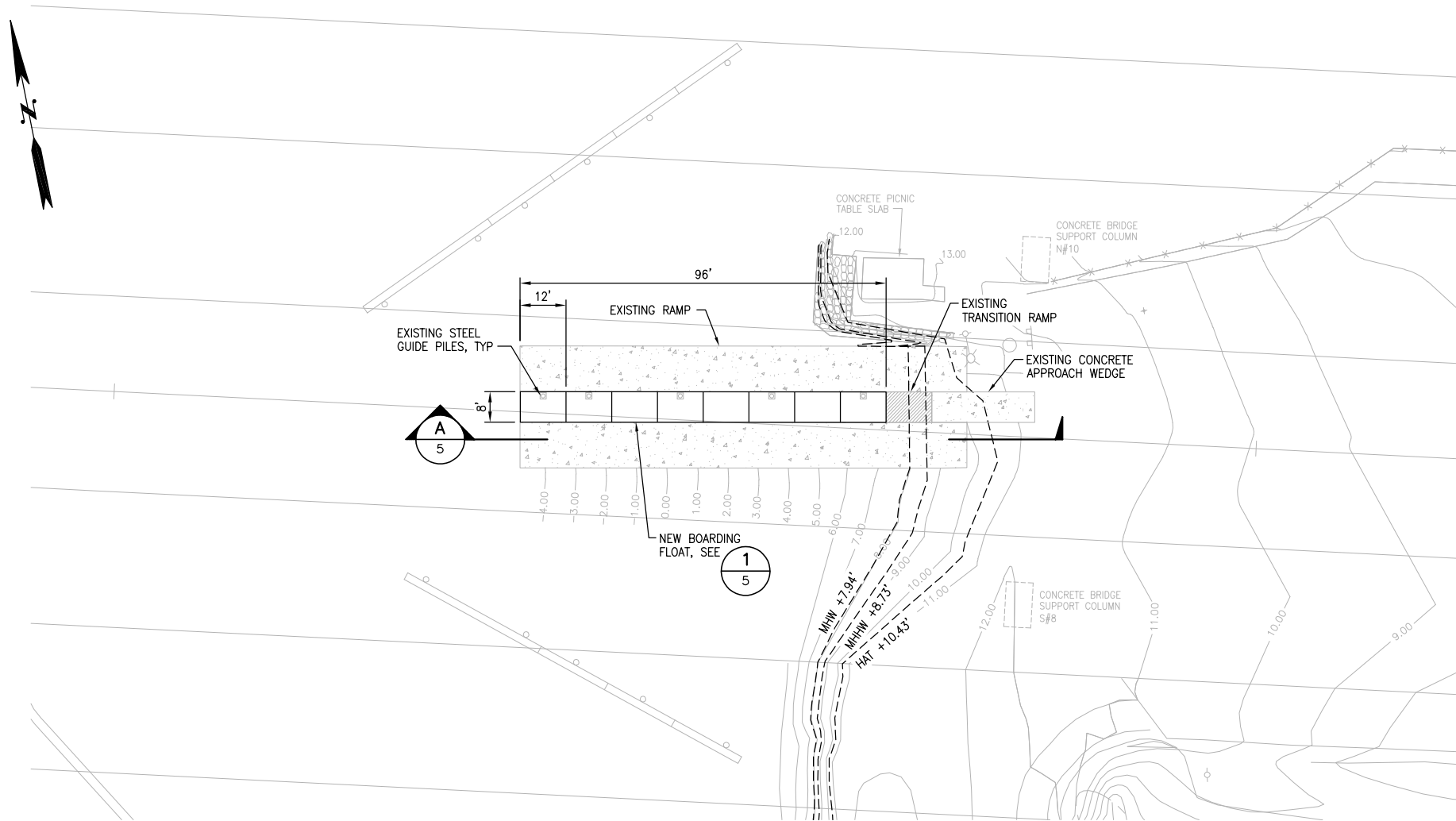
### SKAGIT COUNTY PARKS & RECREATION SWINOMISH CHANNEL BOAT LAUNCH RENOVATION

ADDRESS: SKAGIT COUNTY PARKS & RECREATION  
1730 CONTINENTAL PLACE  
MOUNT VERNON, WA 98273

**Reid Middleton**

728 134th Street SW Suite 200  
Everett, Washington 98204  
Ph: 425 741-3800

IN: MOUNT VERNON, WA  
AT: SWINOMISH CHANNEL BOAT LAUNCH  
COUNTY OF: SKAGIT  
APPLICATION BY: SKAGIT COUNTY PARKS & RECREATION  
SHEET 3 OF 6 DATE: SEPTEMBER 2024



TIDE LEVELS	
HIGHEST ASTRONOMICAL TIDE (HAT)	10.43'
MEAN HIGHER HIGH WATER (MHHW)	8.73'
MEAN HIGHER WATER (MHW)	7.94'
MEAN SEA LEVEL (MSL)	5.04'
MEAN LOWER LOW WATER (MLLW)	0.00'
LOWEST ASTRONOMICAL TIDE (LAT)	-3.72'

## PROPOSED SITE PLAN

SCALE: 1"=40'

PURPOSE: REPLACEMENT OF FLOAT

NWS 2023-939

DATUM: MLLW 0.0'

ADJACENT PROPERTY OWNERS:

1. N/A

## PROPOSED SITE PLAN

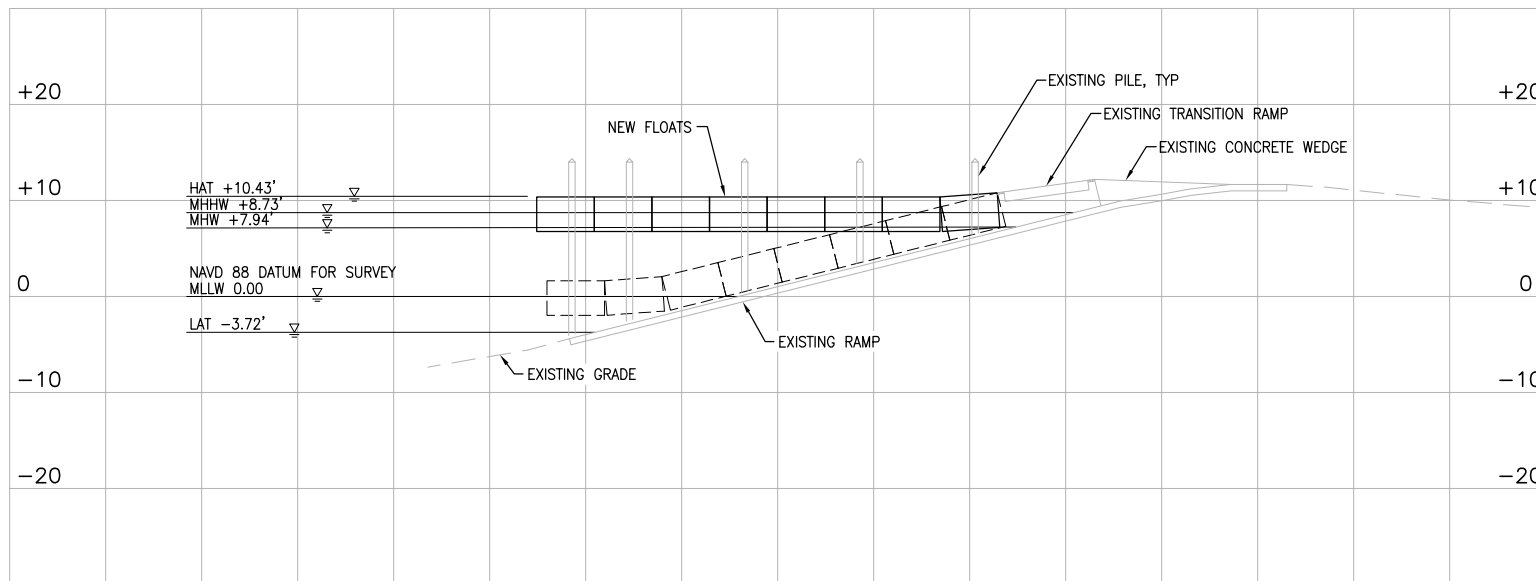
### SKAGIT COUNTY PARKS & RECREATION SWINOMISH CHANNEL BOAT LAUNCH RENOVATION

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 MOUNT VERNON, WA 98273

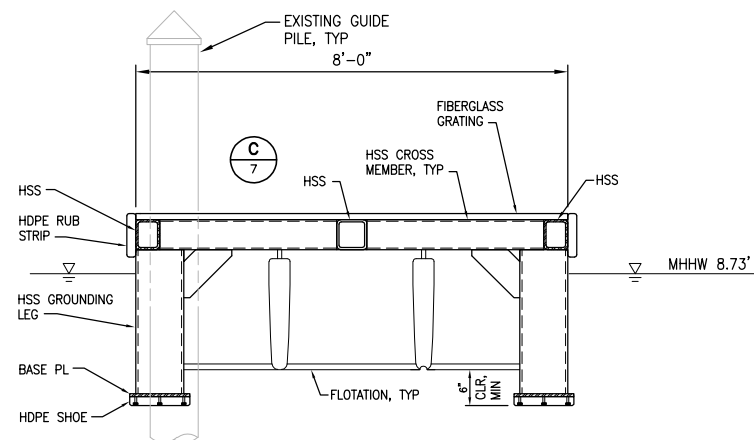
**Reid Middleton**

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 Ph: 425 741-3800

IN: MOUNT VERNON, WA  
 AT: SWINOMISH CHANNEL BOAT LAUNCH  
 COUNTY OF: SKAGIT  
 APPLICATION BY: SKAGIT COUNTY PARKS & RECREATION  
 SHEET 4 OF 6 DATE: SEPTEMBER 2024



**A**  
**4** **Float Elevation**  
 SCALE: HORIZ 1" = 40'  
 VERT 1" = 20'



**1**  
**5** **DETAIL-TYPICAL NEW FLOAT**  
 SCALE: 1/4" = 1'-0"

PURPOSE: REPLACEMENT OF FLOAT

NWS 2023-939

DATUM: MLLW 0.0'

ADJACENT PROPERTY OWNERS:

1. N/A

## BOARDING FLOAT ELEVATION & DETAIL

### SKAGIT COUNTY PARKS & RECREATION SWINOMISH CHANNEL BOAT LAUNCH RENOVATION

ADDRESS: SKAGIT COUNTY PARKS & RECREATION  
 1730 CONTINENTAL PLACE  
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IN: MOUNT VERNON, WA  
 AT: SWINOMISH CHANNEL BOAT LAUNCH  
 COUNTY OF: SKAGIT  
 APPLICATION BY: SKAGIT COUNTY PARKS & RECREATION  
 SHEET 5 OF 6 DATE: SEPTEMBER 2024

Oct 14, 2024 - 7:55pm d:\24WA\2022\006 Swinomish Channel Boat Launch Reno Design\Drafting\Permit - JARPA\PRMT 6-.dwg Layout Name: PRMT 8

OVERWATER COVERAGE CONSTRUCTION BY AREA - Comparison of Existing vs. New Construction

Construction Activity	Existing Area (ft <sup>2</sup> below HAT) <sup>1</sup>	Proposed New Area (ft <sup>2</sup> below HAT) <sup>1</sup>	Net Change (ft <sup>2</sup> below HAT) <sup>1</sup>
<b>Boat Launch Floats</b>			
Boarding Floats <sup>2</sup> (8 - 8'x12' floats)	768.0	768.0	0.0
<b>Boat Launch Floats</b>	<i>768.0</i>	<i>768.0</i>	<i>0.0</i>

NOTES:

- 1. HAT (HIGHEST ASTRONOMICAL TIDE = +10.43 feet MLLW.
- 2. BOARDING FLOATS ARE LOCATED COMPLETELY ABOVE THE CONCRETE BOAT LAUNCH RAMP.
- 3. STEEL PILING ARE EXISTING AND WILL BE RE-USED IN PLACE.

PURPOSE: REPLACEMENT OF FLOAT  
NWS 2023-939  
DATUM: MLLW 0.0'  
ADJACENT PROPERTY OWNERS:  
1. N/A

OVERWATER COVERAGE TABLE

**SKAGIT COUNTY PARKS & RECREATION  
SWINOMISH CHANNEL BOAT LAUNCH RENOVATION**

ADDRESS: SKAGIT COUNTY PARKS & RECREATION  
1730 CONTINENTAL PLACE  
MOUNT VERNON, WA 98273

**Reid Middleton** 728 134th Street SW · Suite 200  
Everett, Washington 98204  
Ph: 425 741-3800

IN: MOUNT VERNON, WA  
AT: SWINOMISH CHANNEL BOAT LAUNCH  
COUNTY OF: SKAGIT  
APPLICATION BY: SKAGIT COUNTY PARKS & RECREATION  
SHEET 6 OF 6      DATE: SEPTEMBER 2024

# SALISH SEA NEARSHORE PROGRAMMATIC (SSNP) CONSULTATIONS

Version: August 1, 2023

Implementation Steps			
Corps Prepares SSNP Notification/Verification			
Review the applicable <i>List of Requirements for Project Design Criteria (PDC), General Construction Measures (GCM) and EFH Conservation Recommendations</i> . Confirm the applicant meets the applicable requirements.		Note the programmatic does not require a BA under SSNP if relevant project information is included in other supporting documents (i.e. JARPA, memorandum, etc.). Supporting documents must be submitted to the Services as part of the SSNP Notification/Verification package.	
If conservation offsets are required per the PDC:		Review the Conservation Calculator for the following: <ol style="list-style-type: none"> <li>1. Ensure all of the Project D Tab project description and fields are correctly entered and matches the proposed work as described in the supporting documents.</li> <li>2. Determine initially whether the applicant has proposed sufficient offsets (i.e. the debit balance is zero or positive in Summary Tab).</li> <li>3. Ensure the file size does not exceed 17 MB when transmitting emails.</li> </ol> If the Calculator's balance is negative, ensure there is a sufficient plan to offset the negative balance (i.e. statement that credits would be purchased). Projects submitted should not include pre-sale agreements until a final calculator is verified by the Services.	
Ensure applicant has provided a response to the EFH Conservation Recommendations.			
Complete a <i>Notification Summary Sheet</i> .			
Corps submits a completed <i>Notification Summary Sheet</i> and any required reports/plans to NMFS at <a href="mailto:ssnp-wa.wcr@noaa.gov">ssnp-wa.wcr@noaa.gov</a> . Following initial submission, subsequent project updates are emailed to the assigned biologist and <a href="mailto:consultationupdates.wcr@noaa.gov">consultationupdates.wcr@noaa.gov</a>		Corps submits a completed <i>Notification Summary Sheet</i> and any required reports/plans to USFWS at <a href="mailto:SSNP_WA@fws.gov">SSNP_WA@fws.gov</a>	
NMFS Receipt and Review		USFWS Receipt and Review	
NMFS confirms receipt of submittal within 5 days.	If receipt is not confirmed within 5 days, the Corps will seek to confirm whether the materials were received.	USFWS confirms receipt of submittal within 5 days.	If receipt is not confirmed within 5 days, the Corps will seek to confirm whether the materials were received.
NMFS will endeavor to provide a response regarding verification within 30 days from the date of the email submittal.	The Corps must receive an affirmative response form from NMFS before verification is complete unless the project fully falls under PDC # 2 or PDC # 8 (notification only).	For projects requiring notification only (i.e., when no alternations are requested):	If the Corps does not receive further response within 30 days of confirmation of receipt, the Corps has met its obligations under Section 7 and can proceed with a permit decision.

For projects requiring verification (i.e., All PDCs except # 2 and #8 and when any alteration from a PDC/GCM is requested):	NMFS will document any project changes from the original notification, provide their decision and list any after action requirements using the <i>NMFS Response Form</i> .	For projects requiring verification (i.e., when any alteration from a PDC/GCM is requested):	USFWS will endeavor to provide a response regarding verification within 60 days from the date of confirmation of receipt or from the date of submittal of the final calculator.
			The Corps must receive an affirmative response form from USFWS before verification is complete.
			USFWS will provide their decision and list any after-action requirements using the <i>USFWS Response Form</i> .
If conservation offsets are required:	NMFS will review the calculator and provide the Corps a “final version”.	If conservation offsets are required:	The Corps will provide the final Conservation Calculator and signed presale agreement (if applicable) to USFWS at SSNP_WA@fws.gov before the Corps can proceed with a permit decision.
	Corps provides “final version” of calculator to applicant. If the applicant proposes the purchase of credits from a bank, the applicant will use the final version of the calculator to submit a signed presale agreement to the Corps and NMFS.		If an alteration is not requested, providing a final Conservation Calculator does not require an additional 30-day review period by USFWS.
			If an alteration is requested, the Corps must receive an affirmative response from USFWS before verification is complete.
NMFS provides the Corps a <i>NMFS Response Form</i> or email receipt to “notification only” submittal.		If changes to the project description occur after the original notification:	The Corps will notify USFWS of such changes.
If changes to a project occur after the original notification as a result of NMFS review process (i.e. design alterations, calculator updates, signed pre-sale agreement, etc.), the Corps will notify USFWS of such changes prior to a permit decision. If there are changes to the project description (i.e. design alterations such as an altered project footprint, pile driving not previously proposed, etc.), re-notification/verification with USFWS is required, and another 30-days allowed for their review.			USFWS will have 30 days to review the project from the time USFWS receives notification that such changes have occurred.
			a) If these changes <b>do not</b> constitute an alteration from any PDC/GCM, the Corps can proceed with a permit decision if the Corps does not receive a response within 30 days of receipt. b) If these changes <b>do</b> constitute an alteration from a PDC/GCM, the Corps must receive an affirmative response from USFWS before verification is complete. USFWS will endeavor to provide a response regarding verification within 60 days of receipt of notification
		USFWS Provides the Corps a <i>USFWS Response Form</i> or email receipt to “notification only” submittal.	
Corps Proceeds with Permit Decision if Affirmative Response from Services Received			

SALISH SEA NEARSHORE PROGRAMMATIC (SSNP) CONSULTATIONS  
Version: August 1, 2023

**Notification Summary Sheet**

The following information is provided as notification and/or a request for verification for Section 7 Endangered Species Act and/or Magnuson-Stevens Fishery Conservation Management Act coverage under the Salish Sea Nearshore Programmatic (SSNP) consultations with the National Marine Fisheries Service (NMFS), WCRO-2019-04086, and the U.S. Fish and Wildlife Service (USFWS), FWS/R1/2002-0048454.

Date of Notification:			
Project Name:			
Corps Reference Number:		Corps PM Email:	
Location (Lat./Long.):			
Type of Request	NMFS	USFWS	
	<input type="checkbox"/> Notification Only <input type="checkbox"/> Notification and Verification Request	<input type="checkbox"/> Notification Only <input type="checkbox"/> Notification and Verification Request	
Statutory Authority	<input type="checkbox"/> NMFS: ESA and EFH	<input type="checkbox"/> USFWS: ESA Only	
General Information	<input type="checkbox"/> JARPA enclosed <input checked="" type="checkbox"/> Project Drawings Enclosed		
Plans/reports required per PDC/GCM's:	<p><u>PDC's:</u></p> <input type="checkbox"/> Calculator Enclosed <input type="checkbox"/> Proposal to purchase credits to offset remaining debits <input type="checkbox"/> Habitat Improvement Plan <input type="checkbox"/> Aquatic Vegetation Survey <input type="checkbox"/> Minimization and Avoidance Plan <input type="checkbox"/> Riparian Vegetation Planting Plan <input type="checkbox"/> Pre-dredging and post-dredging report <input type="checkbox"/> Minimization and Avoidance Plan <input type="checkbox"/> Pre-construction topo and bathymetric profile survey and agreement for post-construction survey		
	<p><u>GCM's:</u></p> <input type="checkbox"/> Marine Mammal Survey <input type="checkbox"/> Marbled Murrelet Survey <input type="checkbox"/> Post-Construction Stormwater Management Plan		



Project Description	
Indicate which conservation offset pathway is proposed:	<input type="checkbox"/> N/A, offsets are not required per the PDC <input type="checkbox"/> Option 1, design project to avoid and minimize <input type="checkbox"/> Option 2, applicant-responsible habitat improvements <input type="checkbox"/> Option 3, fund a local habitat restoration “sponsor” <input type="checkbox"/> Option 4, purchase conservation credits

**Review the *Project Design Criteria (PDC) List of Requirements* for each applicable activity category:**

Applicable? Y/N	Criteria Met? N/A, Y, N	Activity Category	Project Design Criteria (PDC)
		Culvert and bridge repair and replacement resulting in improvements for fish passage	PDC #1
		Utilities	PDC #2
		Stormwater facilities and outfalls	PDC #3
		Shoreline modifications	PDC #4
		Expand or install a new in-water or overwater structure	PDC #5
		Repair or replace an existing structure	PDC #6
		Minor maintenance of an existing structure	PDC #7
		Repair, replace, or install a new aid to navigation, scientific measurement device, or tideland marker	PDC #8
		Dredging for vessel access	PDC #9

		Dredging and debris removal to maintain functionality of culverts, water intakes, or outfalls	PDC #10
		Habitat enhancement activities	PDC #11
		Set-back or removal of existing tidegates, berms, dikes or levees	PDC #12
		Beach nourishment	PDC #13
		Sediment remediation	PDC #14

If applicable project design criteria are not met, describe why and how the work would not result in any adverse effects beyond those considered in the programmatic. **Verification is required from both NMFS and USFWS if any PDC is not fully met:**

**Review the General Construction Measure (GCM) List of Requirements for each applicable activity category:**

Applicable? Y/N	Criteria Met? N/A, Y, N	Criteria	General Construction Measure (GCM)
		Minimize Construction Impacts at Project Site	GCM #1
		In-Water Work Timing	GCM #2
		Isolation of Concrete Work	GCM #3
		Fish Screens	GCM #4
		Drilling, Boring, and Tunneling	GCM #5
		Pile Installation	GCM #6
		Marbled Murrelet Monitoring Plan	GCM #7
		Treated Wood Piles	GCM #8
		Pile Removal – Intact	GCM #9
		Pile Removal – Broken or Intractable	GCM #10
		Treated Wood for Uses Other Than Piles	GCM #11
		Barge Use	GCM #12
		Stormwater Management	GCM #13
		Pollution and Erosion Control	GCM #14
		Fish Capture and Release	GCM #15
		Marine Mammals	Program Administration # 9

If applicable GCM(s) are not met, describe why and how the work would not result in any adverse effects beyond those considered in the programmatic. **Verification is required from both NMFS and USFWS if any applicable GMC is not fully met:**

### **Essential Fish Habitat Conservation Measures:**

Applicable Y/N	If applicable but will <b>not</b> be implemented, explain.	<b>Where appropriate and feasible, and to the maximum extent practicable:</b>
		1. Projects resulting in a loss of eelgrass habitat, are required to follow eelgrass mitigation monitoring requirements put forth in the WDFW "Eelgrass/Macroalgae Habitat Interim Survey Guidelines" unless it conflicts with Seattle District Corps guidelines, in which case the Corps guidelines apply.
		2. New moorings buoys should be anchored in areas where SAV habitat is absent. New mooring buoys should, to the maximum extent practicable, be in waters deep enough so that the bottom of the vessel remains a minimum of 18 inches off the substrate during extreme low tide events.
		3. When repairing or replacing mooring buoys, within SAV habitat, should be of the type that use midline floats to prevent chain scour to the substrate.
		4. Encircle the pile with a silt curtain that extends from the surface of the water to the substrate.
		5. Drive piles during low tide periods when substrates are exposed in intertidal areas.
		6. Any cross/transverse bracing should be placed above the plane of MHHW to avoid impacts to water flow and circulation.
		7. Minimize the footprint of the overwater structure.
		8. Design structures in a north-south orientation to minimize persistent shading over the course of a diurnal cycle.
		9. For residential dock and pier structures, the height of the structure above water should be a minimum of 5 feet above MHHW.
		10. The use of floats should be minimized to the extent practicable and should be restricted to terminal platforms placed in deep water where appropriate and feasible and when the Corps determines there will not be a navigation hazard.
		11. When breakwaters are required, floating breakwaters are preferred. Encourage seasonal use of breakwaters.
		12. Use soft approaches (e.g., beach nourishment, soft or hybrid armoring, vegetative plantings, and placement of LWD) in lieu of "hard" shoreline stabilization and modifications (such as concrete bulkheads and seawalls, concrete or rock revetments).
		13. If planting in the riparian zone, use an adaptive management plan with ecological indicators and performance standards to oversee monitoring and ensure mitigation objectives are met, unless it is contrary to a Corps approved riparian planting plan.

# SALISH SEA NEARSHORE PROGRAMMATIC (SSNP) CONSULTATIONS

Version: October 01, 2024

## NMFS Response Form

We reviewed the notification email and project package the U.S. Army Corps of Engineers (Corps) submitted for the below referenced project requesting NMFS review and confirmation the action meets the SSNP Biological Opinion and/or Essential Fish Habitat (EFH) programmatic consultation issued to the Corps on June 29, 2022. Based on the materials and documentation submitted by the Corps, NMFS has reviewed and ☐ **verified** or ☐ **denied** the proposed action meets SSNP based on the following applicable elements:

Date:		NMFS Biologist Email:	
Programmatic #:	WCRO-2019-04086	NMFS Tracking #:	
Statutory Authority:	<input checked="" type="checkbox"/> NMFS: ESA & EFH	Branch: <input type="checkbox"/> CPS <input type="checkbox"/> NPS	
GCM Requirements Met? <input type="checkbox"/> Yes <input type="checkbox"/> No, the following GCM/PA(s) are not met:			
PDC Requirements Met? <input type="checkbox"/> Yes <input type="checkbox"/> No, the following PDC(s) are not met:			
EFH CRs Met? <input type="checkbox"/> Yes <input type="checkbox"/> No, the following CR(s) are not met:			
Conservation Offsets <input type="checkbox"/> N/A, offsets not required  <input type="checkbox"/> Offsets met  <input type="checkbox"/> Offsets <b>not</b> met (Project Denied)	Pathway: <input type="checkbox"/> Option 1, design project to avoid and minimize <input type="checkbox"/> Option 2, applicant-responsible habitat improvements <input type="checkbox"/> Option 3, fund a local habitat restoration "sponsor" <input type="checkbox"/> Option 4, purchase conservation credits		
	Final Calculator Date:	Output:	Calc Version:
Attachments:	<input type="checkbox"/> Final calculator <input type="checkbox"/> Presale/Sale Agreement <input type="checkbox"/> Other:		
Additional details:			

**NMFS would like to emphasize the following specific project elements:**



US Army Corps  
of Engineers ®  
Seattle District

## CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-

Name of Permittee: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

Upon completion of the activity authorized by this permit, please check the applicable boxes below, date and sign this certification, and return it to the following email or mailing address:

NWS.Compliance@usace.army.mil

OR

Department of the Army  
U.S. Army Corps of Engineers Seattle  
District, Regulatory Branch  
4735 E. Marginal Way S, Bldg 1202  
Seattle, Washington 98134-2388

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of your authorization, your permit may be subject to suspension, modification, or revocation.

<input type="checkbox"/>	<p>The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.</p> <p>Date work complete: _____</p> <p><input type="checkbox"/> Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).</p>
<input type="checkbox"/>	<p>If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).</p> <p>Date work complete: _____ <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).</p>
<input type="checkbox"/>	<p>Provide phone number/email for scheduling site visits (must have legal authority to grant property access).</p> <p>Printed Name: _____</p> <p>Phone Number: _____ Email: _____</p>

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

Signature: \_\_\_\_\_

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



**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

January 7, 2025

Mr. Brian Adams  
Skagit County Parks & Recreation  
1730 Continental Place  
Mount Vernon, Washington 98273

Reference: NWS 2023-939  
Swinomish Channel Boat  
Launch  
(Float Replacement)

Dear Mr. Adams:

We have reviewed your application to replace eight concrete 8-foot by 12-foot boat launch floats with 8 new floats with grounding feet in the same footprint in the Swinomish Channel near Mount Vernon, Skagit County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 3, *Maintenance* (Federal Register December 27, 2021 Vol. 86, No. 245), authorizes your proposal as depicted on the enclosed drawings dated September 1, 2024.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 3, Terms and Conditions* and the following special conditions:

a. In order to meet the requirements of the Endangered Species Act you may conduct the authorized activities from July 16 through January 31 in any year this permit is valid. You shall not conduct work authorized by this permit from February 1 through July 15 in any year this permit is valid.

b. 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 October 23, 2024 (NMFS Reference Number WCRO- 2019-04086-7933, USFWS Reference Number 2022-0048454-S7-155). 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-2023-939. 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.

Please be reminded that Special Condition “b” 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*, submit documentation that all required credits/offsets were purchased prior to the impacting project’s construction start date and submit the disposal receipts and a picture of the dump truck on the scale for any creosote piles removed. 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.

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.



We have reviewed your project pursuant to the requirements of Section 14 of the Rivers and Harbors Act of 1899 as codified at 33 U.S.C.408 (Section 408). It has been determined that the activities authorized do not impair the usefulness of the U.S. Army Corps of Engineers Navigation project and is not injurious to the public interest.

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 Mr. Blaine McRae at [bmcray@reidmiddleton.com](mailto:bmcray@reidmiddleton.com). If you have any questions, please contact me at [kristin.m.murray@usace.army.mil](mailto:kristin.m.murray@usace.army.mil) or (360) 979-3698.

Sincerely,

A handwritten signature in blue ink, appearing to read "KMurray".

Kristin Murray, Project Manager  
Regulatory Branch

Enclosures

cc:

Ecology ([ecyrefedpermits@ecy.wa.gov](mailto:ecyrefedpermits@ecy.wa.gov))

NMFS ([consultationupdates.wcr@noaa.gov](mailto:consultationupdates.wcr@noaa.gov))

USFWS ([SSNP\\_WA@fws.gov](mailto:SSNP_WA@fws.gov))





# HYDRAULIC PROJECT APPROVAL

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

Issue Date: 4/18/2025

Permit Number: 2025-4-196+01

Project End Date: 2/15/2026

Application ID: 0043245

PERMITTEE	AUTHORIZED AGENT
Skagit County Parks & Recreation  ATTENTION: Brian Adams 1730 Continental Pl Mount Vernon, Washington 98273-5640	Reid Middleton  ATTENTION: Blaine McRae 728 134th St SW Suite 200 Everett, Washington 98204

**Project Name:** Swinomish Channel Boat Launch Float Replacement (Maintenance)

**Project Description:** The proposed maintenance project includes replacing the eight boarding floats with new boarding floats with grounding feet.

## PROVISIONS

### AUTHORIZED WORK TIMES:

1. In water work below the ordinary high water line must only occur from August through December 31 and January 1 through February 15 of any year.

### PROJECT APPROVALS:

2. Work must be accomplished per the plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "Adobe PDFProjectPlanDrawings\_JARPA Drawings Float Replacement", uploaded March 11, 2025, and "20250414 - Swinomish Channel Float Area", uploaded April 18, 2025, except as modified by this HPA. You must have a copy of these plans and this HPA available on site during all phases of the project construction.

### NOTIFICATION REQUIREMENTS:

3. You or your agent 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, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
4. 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



## HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish and Wildlife  
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Issue Date: 4/18/2025

Permit Number: 2025-4-196+01

Project End Date: 2/15/2026

Application ID: 0043245

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.

### REPORTING REQUIREMENTS:

5. **PHOTOGRAPHS:** You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

### INVASIVE SPECIES CONTROL:

6. Follow Method 1 for low-risk locations (i.e., clean/drain/rinse/dry). Thoroughly remove visible dirt and debris from all equipment and gear—including vessels, boots, waders, drive mechanisms, wheels, tires, tracks, buckets, and undercarriage—before arriving at and leaving the job site to prevent the transport and introduction of aquatic invasive species. For contaminated or high-risk sites, refer to the Method 2 Decontamination protocol. Clean, rinse, and dry all decontamination equipment used and properly dispose of any water and chemicals used for cleaning. For additional decontamination details, including specific protocols for freshwater, marine, and estuarine environments, refer to the Washington Department of Fish and Wildlife's Invasive Species Management Protocols, available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

### STAGING, JOB SITE ACCESS, AND EQUIPMENT:

7. Establish staging areas (used for activities such as equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
8. Clearly mark boundaries to establish the limit of work associated with site access and construction.
9. Use existing roadways or travel paths.
10. Confine the use of equipment to the specific access and work corridor shown in the approved plans
11. Geared mechanisms (tires, tracks) of equipment must remain on the boat ramp/ramp if work waterward of the ordinary high water line is necessary.
12. Equipment used in or near water must use environmentally acceptable lubricants composed of biodegradable base oils. These are vegetable oils, synthetic esters, and polyalkylene glycols.
13. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

### SEDIMENT, EROSION, AND POLLUTION CONTAINMENT:

14. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.



## HYDRAULIC PROJECT APPROVAL

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15. If flow conditions arise that will result in erosion or siltation of waters of the state, stop all hydraulic project activities except those needed to control erosion and siltation.
16. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
17. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
18. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.

### CONSTRUCTION MATERIALS:

19. Construct the structures with high-density materials that are nontoxic and inert in sea water.
20. Do not use treated wood for the decking of the structure(s). Use treated wood for structural elements is authorized. Treated wood structural elements subject to abrasion by vessels, floats, or other objects must incorporate design features such as rub strips to minimize abrasion of the wood.
21. Do not use wood treated with oil-type preservative (creosote, pentachlorophenol) in any hydraulic project. Wood treated with waterborne preservative chemicals (ACZA, ACQ) may be used if the Western Wood Preservers Institute has approved the waterborne chemical for use in the aquatic environment. The manufacturer must follow the Western Wood Preservers Institute guidelines and the best management practices to minimize the preservative migrating from treated wood into aquatic environments. To minimize leaching, wood treated with a preservative by someone other than a manufacturer must follow the field treating guidelines. These guidelines and best management practices are available at [www.wwpinstitute.org](http://www.wwpinstitute.org).
22. Fully enclose and contain flotation for the structure in a shell (tub) or 20 - 25 mm polyethylene or polyurethane wrap. The shell or wrap must prevent breakup or loss of the flotation material into the water. The shell or wrap must not be readily subject to damage by ultraviolet radiation and abrasion.
23. Attach rubbing strips made of ultra high molecular weight (UHMW) type plastic, or high density polyethylene (HDPE) type plastic to the replacement fender system. Do not use rubber tires for the fender system.

### PROJECT IMPLEMENTATION:

24. Project activities conducted waterward of the ordinary high water line must not occur when the project area, including the work corridor, is inundated with water.

### PROJECT DESIGN:

25. The dock must not exceed 96 feet in length and 8 feet in width.
26. The structure must include functional grating. The grating material's open area must be at least sixty percent. The dock must have at least 47 percent of the entire deck surface covered in functional grating. Orient grating so the lengthwise opening maximizes the amount of light penetration. Any objects that are not part of the structure on, above, or below the grating should not block light penetration.



# HYDRAULIC PROJECT APPROVAL

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

Issue Date: 4/18/2025

Permit Number: 2025-4-196+01

Project End Date: 2/15/2026

Application ID: 0043245

27. Do not construct skirting including batter fencing around dock unless approved by the Washington Department of Fish and Wildlife.
28. The design and location of the dock, and associated moorings must avoid shading of native aquatic vegetation.
29. Design the boarding dock to minimize grounding, shading of the bed, and blockage of sediment and wood transport.

## DEMOBILIZATION AND CLEANUP:

30. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.
31. Remove the existing dock structure(s), including associated materials, from waters of the state. Do not relocate the structure within waters of the state without written authorization from Washington Department of Fish and Wildlife.
32. Deposit all trash from the project at an appropriate upland disposal location.

## PROJECT LOCATION(S)

#1

Location		
Swinomish Channel Boat Launch , WA		
Latitude	Longitude	County
48.454620000000000	-122.513270000000000	Skagit
WRIA	Waterbody	Tributary to
3	Swinomish Channel	Swinomish Channel

## APPLIES TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval (HPA) 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 HPA 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.



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

Failure to comply with the provisions of this Hydraulic Project Approval could result in a 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 a fine and/or imprisonment.

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

**MINOR MODIFICATIONS TO THIS HYDRAULIC PROJECT APPROVAL (HPA):** You may request approval of minor modifications to the required work timing or 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 the 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 do not alter the project's impact to fish life or habitat and do 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 <https://hpa.wdfw.wa.gov/s>. If you did not use APPS you must submit a written request for a minor modification to an existing HPA. Written requests must include the name of the permittee, the name of the authorized agent if applicable, the APP ID or HPA number, 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 email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov), or by mail to Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You should allow up to 45 days for the Department to process your request.

**MAJOR MODIFICATIONS TO THIS HYDRUALIC PROJECT APPROVAL (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 the 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





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through APPS. A link to APPS is at <https://hpa.wdfw.wa.gov/s>. If you did not use APPS you must submit a written request for a major modification to an existing HPA. Written requests must include the name of the permittee, the name of the authorized agent if applicable, the APP ID or HPA number, 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 email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov) or by mail to Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. 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), the Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the WDFW employee who issued, denied, or conditioned 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 WDFW 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.

- 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:

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 WDFW Habitat Program, Natural Resources Building, 1111 Washington St SE, Olympia, Washington 98501. 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 Habitat Program 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:





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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 Habitat Program, Natural Resources Building, 1111 Washington St SE, Olympia, Washington 98501. 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 Habitat Program 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.

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Jessica Pyle  
Regional Habitat Biologist  
(360) 298-3905  
[jessica.pyle@dfw.wa.gov](mailto:jessica.pyle@dfw.wa.gov)

A handwritten signature in black ink that reads "Jessica Pyle".

For Director  
DFW



## Skagit County Planning & Development Services

### EXEMPTION FROM SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT REQUIREMENT

**TO:** Skagit County Parks & Recreation  
1730 Continental Place  
Mount Vernon, WA 98273

PLAN1-2025-0044

**Site address, if any:** 11012 Boat Launch Road  
**Parcel Number:** N/A  
**Lat/Long** 48.45462 N Lat/-122.51327 W long

**The proposal to undertake the following development:**

The proposed project includes the replacement of the existing eight 8' x 12' boarding floats. The existing floats are concrete and are failing. The new boarding floats are metal framed tub floats with grounding feet and have fully grated decking. The new floats will use the existing steel guide piles. The new floats will be within the same footprint as the existing floats and are located above the concrete ramp.

**Upon the following property:**

Ne ¼ NE ¼ Section 11, Township 34 North, Range 2 East, W.M.

Within Swinomish Channel and/or its associated shorelands is exempt from the requirement of a Shoreline Substantial Development Permit because the proposal meets the following exemption criteria as outlined in RCW 90.58.030 and Section 2.05 of the Skagit County Shoreline Management Master Program (SMP):

*(i) Normal maintenance or repair of existing structures or developments, including damage by accident, fire, or elements;*

Army Corps Public Notice Number, if available: NWS 2023-939

**The development as proposed is consistent with the policies of the Shoreline Management Act and the Skagit County Shoreline Management Master Program.**

**Conditions of Approval:**

1. The proposal shall comply with all policies and regulations of the Skagit County Shoreline Management Master Program and the Shoreline Management Act RCW 90.58.
2. The applicant and/or the contractor shall utilize best management practices to ensure that no construction materials enter the waters during construction. All materials shall be disposed of in an approved method and location.

3. Any upland areas disturbed during construction shall be replanted with self-sustaining vegetation upon completion of the project.
4. The applicant and/or contractor shall strictly adhere to the approved project information and site plan submitted for this proposal. If the applicant proposes any modification of the subject proposal, he/she shall request a permit revision prior to the start of construction.
5. The applicant shall adhere to the conditions and the permit requirements of other agencies.

**This exemption from the requirement of a Shoreline Substantial Development Permit is approved, subject to the conditions above.**



for

April 11, 2025

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Jack Moore, Planning Director  
Skagit County Planning and Development Services

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Date

**Please Note: Obtaining a county permit exemption does not exempt the project from other state and federal statutes and regulations that may apply.**

**For information regarding federal and state regulations, contact these agencies:**

U. S. Army Corps of Engineers (206) 764-3495

Washington State Department of Ecology (425) 649-7000

Washington State Department of Fish & Wildlife (425) 775-1311

Washington State Department of Natural Resources (360) 856-3500