

**CITY OF MERCER ISLAND  
KING COUNTY, WASHINGTON**



**22-35 Luther Burbank South Shoreline  
Restoration**

**PROJECT MANUAL  
October 2022**

# 22-35 LUTHER BURBANK SOUTH SHORELINE RESTORATION

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## **Advertisement for Bids City of Mercer Island**

Project Title: Luther Burbank South Shoreline Restoration

Bid Number: 22-35

Engineers Estimated Cost (range): \$315,000-385,000

Sealed bids will be received, not sent, electronically by the city until 2:00 p.m. on December 7, 2022.

Bidders shall submit their bids in PDF format to the Public Works email address at

[publicworks@mercerisland.gov](mailto:publicworks@mercerisland.gov).

There will be no public bid opening for this project; bid results will be posted on the City's webpage at:

<https://www.mercerisland.gov/rfps>.

Work to be performed under this contract includes, but is not limited to the restoration of a portion of the Lake Washington Shoreline within Luther Burbank Park by placing beach gravel and large wood debris, installing stairs for improved shoreline access, removing invasive vegetation, relocating a recreational trail farther upslope of the shoreline, and performing grading and site improvements needed to accommodate the trail relocation and shoreline restoration.

A single contract is to be awarded to the responsible bidder submitting the lowest responsive bid. The City reserves the right to reject any and all bids and to waive minor irregularities.

Plans, specifications, addenda, and bidders list are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on "Posted Projects", "Public Works", "City of Mercer Island", "Projects Bidding". Builders Exchange manages the official bidders list. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the official bidders list.

Plans and specifications are also available at the City of Mercer Island website

<https://www.mercerisland.gov/rfps>. Addenda may not be available or updated on this website.

A bid deposit in the amount of five percent (5%) of the bid total price must accompany each bid.

Bidders questions are to be directed to Paul West, CIP Project Manager, by email at

[paul.west@mercerisland.gov](mailto:paul.west@mercerisland.gov), or by phone at 206-275-7833.

The City of Mercer Island, 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 23 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.

Andrea Larson, City Clerk

Published: Seattle Daily Journal of Commerce Wednesday, November 2, 2022.

## **City of Mercer Island Instructions to Bidders**

### **1. ELIGIBILITY TO BID:**

It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. To be eligible to bid, each Bidder must:

- A. At the time of bid submittal, have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW; and
- B. Have a current Washington Unified Business Identifier (UBI) number; and
- C. If applicable:
  - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW; and
  - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
  - iii. Have a Washington Department of Revenue 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); and
- E. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48 or 49.52 RCW.

A contract shall only be awarded to a Bidder that demonstrates to the City's satisfaction that the Bidder is qualified to perform the Work and is, therefore, a responsible bidder.

### **2. SUBCONTRACTOR RESPONSIBILITY CRITERIA:**

The Bidder must verify responsibility criteria for each first-tier subcontractor, and each subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Upon request of the City the Bidder shall promptly provide documentation to the City demonstrating that the subcontractor(s) meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Bidder shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

- A. Have a current certificate of registration in compliance with chapter 18.27 RCW; and

- B. Have a current Washington Unified Business Identifier (UBI) number; and
- C. If applicable:
  - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW; and
  - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
  - iii. Have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW; and
  - iv. Have an electrical contractor license, if required by Chapter 19.28 RCW; and
  - v. Have an elevator contractor license, if required by Chapter 70.87 RCW; and
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3); and

3. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE:

Each bidder is instructed to examine the Plans, Specifications, Addenda, the site of the proposed improvements, and conduct any other examination and investigation which the bidder may desire to make as to the accuracy of the nature of the work and the difficulties to be encountered. The Bidder shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation. Bidders shall consider Federal, State, and local laws and regulations that may affect cost, progress, or performance of the work.

4. ADDITIONAL INFORMATION:

All questions about the meaning or intent of the Contract Documents are to be directed to \_\_\_\_\_, in writing by email at \_\_\_\_\_.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Engineer or City as having received the Contract Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. WAGES:

This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Bidders shall examine and be familiar with such requirements. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Bidder or a failure to include in Bidder's price adequate increases in such wages during the performance of this Contract. A copy of the most recent prevailing wage schedule is in the Appendix of the specifications. Current prevailing wage rates for King County can be obtained from the Washington State Department of Labor and Industries at [www.lni.wa.gov/TradesLicensing/PrevWage/](http://www.lni.wa.gov/TradesLicensing/PrevWage/).

6. PROGRESS AND COMPLETION:

Time is of the essence for this Project. Progress and completion of the Work shall comply with all requirements herein, and intermediate and final completion dates as may be set forth in the specifications. The submission of a bid constitutes the Bidder's acknowledgement that such progress and completion requirements have been taken into account in formulating a price for this Work.

7. PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES:

If awarded the Contract, the Bidder shall fully comply with all such environmental protection laws, ordinances and regulations dealing with prevention and environmental pollution and the preservation of public natural resources that may be applicable to this Project. The cost of such compliance shall be included in the bid prices.

8. BID FORM:

The Bid Form is included in the Contract Documents. The Bid Form must be completed in ink. Bids that contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive and not eligible for award. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

All bids shall be signed by the Bidder, or the Bidder's authorized representative. If the bid is made:

- A. By an individual, the Bidder's name, signature, and address must be shown;
- B. By a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture and shall be signed in the firm name, followed by the signature of the person signing, indicating that person's position in the partnership or joint venture;
- C. By a corporation or limited liability company ("LLC"), the name of the state under the laws of which the corporation or LLC is chartered, the name and post office address of the corporation or LLC and the title of the person who signs on behalf of the corporation or LLC must be shown.

Upon the City's request, the Bidder shall provide copies of the articles of incorporation, bylaws, resolutions of board of directors, partnership papers, joint venture agreements, and any other documents evidencing the legal status of the Bidder and the authority of the Bidder's officer or representative who signed the bid on behalf of the Bidder.

The City is not responsible for any cost incurred in responding to this Call for Bids.

9. ACKNOWLEDGEMENT OF ADDENDA:

Each Bidder shall include on the Bid Form specific acknowledgment of receipt of each Addendum issued by the City during the bidding period. If the Bidder does not specifically acknowledge each addendum, the City may reject the bid as non-responsive unless the City determines from delivery records or from

inclusion of information in the bid of information contained in the addenda that the Bidder received constructive notice of the addenda.

10. BID SECURITY:

The Bid shall be accompanied by a bid deposit in the amount equal to at least 5% of the Total Bid Price. The bid deposit shall be in one of the following formats and made payable to the City:

- A. A bid guaranty bond, in accordance with and using a form acceptable to the City which contains provisions substantially similar to those in the bid bond form included with the Contract Documents, duly completed by a guaranty company authorized to carry on business in the state of Washington; or
- B. A postal money order, a certified check, or cashier's check drawn upon a banking institution with a branch office in the state of Washington.

The surety signing the bid guaranty bond shall be registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. A Power of Attorney must accompany the bid guaranty bond and must appoint the surety's true and lawful attorney-in-fact to make, execute, seal and deliver the bid guarantee bond. Failure to submit the required bid security with the Bid shall render the bid non-responsive and the Bid shall be rejected.

11. NON-COLLUSION:

Each bid shall be accompanied by a signed Non-Collusion Declaration in accordance with, and using the form provided by the City. Failure to submit a signed Declaration with the Bid shall render the bid non-responsive and the Bid shall be rejected.

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

12. DELIVERY OF BID:

Sealed bids will be received, not sent, electronically by the city until 2:00 p.m. on December 7, 2022. Bidders shall submit their bids in PDF format to the Public Works email address at [publicworks@mercerisland.gov](mailto:publicworks@mercerisland.gov).

The City will not consider bids received after the time fixed for opening bids in the Advertisement for Bids.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these instructions, that without exception the Bid is premised upon performing the work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

13. MODIFICATION OF BID:



A modification of a Bid will be considered only if the modification is received prior to the time announced for the opening of Bids. All modifications shall be made in writing executed and submitted in the same form and manner as the original Bid.

14. RETURN OF BID SECURITY:

After the bid prices have been compared, the City may return the bid security if, in the City's judgment, the Bidder would not be considered for award. All other Proposal Guarantees will be held until the Contract and the Performance Bond of the successful bidder have been executed.

15. EVALUATION OF BIDS AND BID ERRORS:

After opening the Bids, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City for award purposes.

Irregular Bids:

- A. A Bid will be considered irregular and will be rejected if:
  - i. The authorized Bid Form furnished by the City is not used or is materially altered;
  - ii. The completed Bid Form contains any unauthorized additions, deletions, alternate bids, or conditions;
  - iii. The bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - iv. A price per unit cannot be determined from the Bid Form;
  - v. The Bid Form is not properly executed;
  - vi. An executed non-collusion certificate is not provided; or
  - vii. Proper bid security does not accompany the Bid.
  
- B. A Bid may be considered irregular and may be rejected if:
  - i. The Bid Form does not include a unit price for every Bid item;
  - ii. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City;
  - iii. Receipt of Addenda is not acknowledged;
  - iv. A member of a joint venture or partnership and the joint venture or partnership submit Bid Forms for the same project (in such an instance, both Bids may be rejected); or
  - v. If Bid Form entries are not made in ink.

Bids will be evaluated by the City to determine which bid is the apparent lowest, responsive bid.

Bid results will be posted on the City's website at <https://www.mercerisland.gov/rfps>

The City, in its sole discretion, reserves the right to waive minor bid errors, informalities, and immaterial irregularities when it is in the City's best interest to do so.

16. EVALUATION OF BIDDER RESPONSIBILITY:

A Contract shall only be awarded to a Bidder that demonstrates to the City's satisfaction that the Bidder is qualified to perform the Work and is, therefore, a responsible bidder.

- A. Bidder Responsibility Criteria. To be determined responsible, the Bidder must, in addition to satisfying the bidder responsibility criteria listed in Section 1. ELIGIBILITY TO BID above:
  - i. Have adequate financial resources to perform the contract, or the ability to obtain them;
  - ii. Have a satisfactory performance record;
  - iii. Have a satisfactory record of integrity and business ethics;
  - iv. Have the necessary production, construction, and technical equipment and facilities or the ability to obtain them;
  - v. Be otherwise qualified and eligible to receive an award under applicable laws and regulations;
  - vi. Be in compliance with training requirements in RCW 39.04.350(1)(f); and
  - vii. Provide a statement in accordance with RCW 9A.72.085 verifying compliance with responsible bidder criteria requirement of RCW 39.04.350(1)(g).
  
- B. Reference Checking. To assist the City in the review of the Bidder's qualifications, the Bidder shall, within five (5) days of being requested to do so by the City, provide the following information:
  - i. Past Experience in Similar Projects. Provide a list of all construction contracts (whether completed or in progress) entered into or performed by the Bidder within the past five (5) years for projects similar in scope, time and complexity to the work called for under this Contract. Provide the names of the contracts, the contract price, and the names and phone numbers of the owners.
  - ii. References. Provide a list of five (5) references. References will be asked to rate performance on the following items: overall project performance; acceptable experience and technical knowledge; effective coordination of subcontractors; ability to coordinate and work with utility companies and governmental entities; responsiveness to owner requests; attention to safety; quality and timeliness of submittals, change order proposals, project schedule, schedule updates and other applicable paperwork.

If the Bidder is a joint venture, the Bidder shall submit information for the joint venture if the members have worked together in the past and also information about each member of the joint venture. The Joint Venture Agreement shall be included in the submission.

If the Bidder fails to supply information requested concerning responsibility within the time and the manner specified, the City may base its determination of responsibility upon any available information related to the responsibility criteria or may find the Bidder is not responsible.

The City reserves the right to inspect records, reports and other information which may be maintained by or for the Bidder to the extent necessary, as determined by the City to verify, clarify or otherwise consider the information provided by the Bidder.

17. DETERMINATION OF NON-RESPONSIBILITY:

If the City determines a Bidder to be not responsible, the City will provide, in writing, the reasons for the determination. The Bidder may appeal the determination within ten (10) days of its receipt of the City's determination of non-responsibility by presenting additional information to the City. The City shall consider the additional information before issuing its final determination. If the City's final determination affirms that the Bidder is not responsible, the City shall 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.

18. CONTRACT AWARD:

If a Contract is awarded, the City will award the contract to the responsible bidder that submits the lowest total responsive bid for the schedule(s) selected by City after bid opening and prior to award.

If the Contract is to be awarded, City will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening. No other act of the City or others will constitute acceptance of a Bid.

The City reserves the right to request bidders to extend the effective period of their bids.

19. REJECTION OF ALL BIDS:

The City reserves the right to reject any or all Bids at any time up to actual execution of the Public Works Contract, even if there has been an award of the Contract.

Any or all Bids will be rejected if the City has reason to believe that collusion exists among the Bidders.

20. EXECUTION OF PUBLIC WORKS CONTRACT:

The Bidder to whom award is made shall execute a written Public Works Contract with the City on the form provided, shall secure all insurance, and shall furnish all certificates, endorsements and bonds required by the Contract Documents within ten (10) calendar days after receipt of the forms from the City. Failure or refusal to execute the Public Works Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Public Works Contract, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Public Works Contract, the City may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the City.

21. BID PROTEST PROCEDURES:

- A. Form of Protest. In order to be considered, a Protest shall be in writing, addressed and delivered to the attention of the project manager at the City of Mercer Island, 9611 SE 36th Street, Mercer Island, Washington 98040. The Protest shall include the following:
- i. The name, address, and phone number of the Bidder protesting, or the authorized representative of the Bidder;
  - ii. A complete, detailed statement of all grounds for protest, supporting authority, and any supporting documentation. Supplemental information will not be considered unless the supplementation contains information not available at the time of protest;
  - iii. The specific ruling or relief requested; and
  - iv. Evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a statement to that effect.
- B. Who May Protest:
- i. Protests based on specifications: Any prospective Bidder.
  - ii. Protests following Bid opening: Any Bidder with a substantial financial interest in the award of a Contract.
- C. Time to Protest:
- i. Protests based on specifications or other terms in the Contract Documents must be received by the City no later than ten (10) calendar days prior to the date established for submittal of Bids.
  - ii. The City must receive protests based on other circumstances within five (5) calendar days after the bids are opened and publicly read.
  - iii. In no event shall a Protest be considered if all bids are rejected or after execution of the Contract.
- D. Determination of Protest. Upon receipt of a timely written Protest, the City shall investigate the Protest and shall respond in writing to the Protest prior to the award of Contract. If protest is submitted in accordance with the procedures set forth above, the City will not execute a contract any sooner than two (2) business days after the City's decision on the Protest.
- E. Failure to Comply. Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the City.
- F. Exhaustion of Administrative Remedies. By submitting a bid, the Bidder agrees the Bidder's compliance with the protest procedures set forth herein are a mandatory condition precedent to the Bidder initiating a lawsuit against the City.
- G. Venue. By submitting a bid, the Bidder acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

## **Bidder's Checklist**

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**ALL BIDDERS** must properly complete, execute and submit the following with their bids:

1. **NON-COLLUSION DECLARATION:** Failure to submit the certificate shall make the bid non-responsive and not eligible for award.
2. **BID FORM:** Bidders must bid on all items contained in the Bid Form and the Form must be signed. The omission or deletion of any bid item may render the bid non-responsive and result in the rejection of the bid. Bidders are reminded to comply with RCW 39.30.060.
3. **CONTRACTOR DECLARATION PURSUANT TO RCW 39.04.350(2):** Failure to submit the declaration shall make the bid non-responsive and not eligible for award.
4. **BID GUARANTY BOND:** Failure to furnish a bid deposit of a minimum of five percent (5%) shall make the bid non-responsive and not eligible for award.
5. **BIDDERS QUALIFICATION CERTIFICATE:** To be completed and signed. The City reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.

To assist the City in the review of the responsible Bidder's qualifications, the Bidder(s) shall, within five (5) days of being requested to do so by the City, provide the information required in Evaluation of Bidder Responsibility of the Instructions to Bidders, including a statement in accordance with RCW 9A.72.085 verifying compliance with responsible bidder criteria requirement of RCW 39.04.350(1)(g).

The **SUCCESSFUL BIDDER** shall properly complete, execute (as required) and submit the following after receiving notice of the award of the Project.

1. Public Works Contract,
2. Performance Bond,
3. Payment Bond,
4. Certificate of Insurance,
5. Retainage Agreement,
6. Statement of Intent to Pay Prevailing Wages,
7. Other documents requested by City.

# Bidding Requirements

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## Non-Collusion Declaration

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**Project Name:** \_\_\_\_\_

**Bidder/Contractor:** \_\_\_\_\_

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the State of Washington that the following statements are true and correct:

1. I am the representative for the above-named bidder/contractor, and as its \_\_\_\_\_, I am authorized to make the declaration herein on its behalf.
2. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

---

Date and Place

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Signature

# BID FORM

(NOTE TO BIDDER: This BID FORM shall be completed in ink or typewritten)

**TO:** City of Mercer Island

**ADDRESS:** 9611 SE 36<sup>th</sup> Street  
Mercer Island, Washington 98040

**PROJECT TITLE:** **22-35 Luther Burbank South Shoreline Restoration**

## Bidder Declaration and Understanding

The undersigned Bidder hereby declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner, and other sources and have made such independent investigations as the Bidder deems necessary in arriving at their conclusions.

The Bidder is hereby notified that no goal for disadvantaged business enterprise utilization has been established for this project. As part of the City's affirmative action effort, however, the City encourages participation of certified disadvantaged businesses and women business enterprises to act as prime contractors as well as subcontractors on this project.

The undersigned Bidder hereby declares that Bidder has carefully examined the Contract Documents including the following addenda, receipt of all is hereby acknowledged:

Addendum Number	_____	Date	_____
	_____		_____
	_____		_____
	_____		_____

## Start of Construction and Contract Completion Time

The Bidder agrees that he will begin work within 10 calendar days of the Notice to Proceed, and Final Completion of the entire project will be achieved by the Final Completion Date (except for extensions of time granted in accordance with the General Terms and Conditions). The Bidder further agrees he/she will, if necessary, accelerate his work, provide additional workers and equipment, and expedite materials delivery to meet these dates, all at no additional expense to the OWNER.

By submitting this bid, the bidder agrees that, if awarded this contract, they will meet the milestone to complete the upland work by or before July 1, 2023, they will achieve Final Completion within 169 days from the Notice to Proceed and the Substantial Completion Date will be 15 calendar days prior



to the Final Completion Date. Notice to Proceed will be issued in advance of construction to enable the contractor to procure needed labor, materials and equipment with sufficient time remaining to construct in the following work limits:

- City of Mercer Island Seasonal Development Limitation (“Wet Season Moratorium”): October 1 to April 1.
- U.S. Army Corps in-water work window for Lake Washington: July 16 through April 30.
- Washington Department of Fish and Wildlife in-water work window for Lake Washington: July 16 through September 30

#### Lump Sum or Unit Price Work

The Bidder proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Contractor shall be compensated for the actual unit quantities performed in accordance with the General Terms and Conditions set forth in these Contract Documents. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for Contractor-paid taxes, overhead, and profit for each type and unit of work, as well as any auxiliary costs associated with completing a unit of work called for in these Contract Documents. The City does not guarantee the quantities estimated for unit price items, nor does the City limit itself to the estimated number.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the Owner has been merged with the prices named in the Proposal.

To the extent possible, standard bid items have been utilized for the work listed in the Proposal. The Bidder is directed to review the Standard Specifications and the City of Mercer Island’s Amendments (Special Provisions herein) for descriptions of bid item work, measurement, and payment.

**Luther Burbank South Shoreline Project  
Bid Schedule**

<b>Item No.</b>	<b>Item Description</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization and Project Administration	1	LS		\$ -
2	Temporary Erosion and Sediment Control	1	LS		\$ -
3	Temporary Erosion and Sediment Control - In-Water Turbidity Curtain	1	LS		\$ -
4	Site Demolition	1	LS		\$ -
5	Clear and Grub Vegetation	15,600	SF		\$ -
6	Upland Grading (cut and fill)	430	CY		\$ -
7	Upland Grading (haul and dispose)	240	CY		\$ -
8	Upland Trail Construction	147	TN		\$ -
9	Site Drainage	1	LS		\$ -
10	Procure and Install Beach Gravel	962	CY		\$ -
11	Park and Habitat Improvements	1	LS		\$ -
12	Large Woody Debris (LWD)	9	EA		\$ -
13	Force Account - as directed by the City	1	ALLOW	\$ 10,000.00	\$ 10,000
				<b>Total Base Bid</b>	<b>\$ -</b>
				<b>Sales Tax (10.1%)</b>	<b>\$ -</b>
				<b>Total Base Bid with Sales Tax</b>	<b>\$ -</b>

Subcontractor Listing – RCW 39.30.060

Pursuant to RCW 39.30.060, the Bidder shall list as part of its Bid either itself or the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning (“HVAC”), plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW. The Bidder shall not list more than one subcontractor for each category of work.

Failure of the Bidder to submit as part of the Bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same category of work shall render the Bidder’s Bid nonresponsive and therefore, void.

The requirement of this section to name the Bidder’s proposed HVAC, plumbing, and electrical subcontractors applies only to proposed HVAC, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the Bid to the City.

Electrical work must be performed by a licensed electrical contractor. Bidders are cautioned that installation of electrical equipment (PVC or metal conduit, junction boxes or similar work) may be considered electrical work even if for future use and no electrical current is involved.

If the subcontract work categories as described above are not applicable to the work being bid, the bidder must indicate that the subcontract category is “NOT APPLICABLE.”

**HVAC**

Subcontractor Name: \_\_\_\_\_

UBI Number: \_\_\_\_\_

**Plumbing**

Subcontractor Name: \_\_\_\_\_

UBI Number: \_\_\_\_\_

**Electrical**

Subcontractor Name: \_\_\_\_\_

UBI Number: \_\_\_\_\_

**Other**

Subcontractor Name: \_\_\_\_\_

UBI Number: \_\_\_\_\_

PROPOSAL SIGNATURE SHEET

If Sole Proprietor, Partnership or Joint Venture

IN WITNESS hereto the undersigned have set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Name of Bidder (name each partner  
or joint venture partner)

\_\_\_\_\_

Washington Contractor's Registration  
No.

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Position/Title

\_\_\_\_\_

If Corporation or Limited Liability Company (LLC)

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and  
its seal affixed by its duly authorized officers this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Name of Corporation or Limited  
Liability Company (LLC)

\_\_\_\_\_

Washington Contractor's Registration  
No.

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

State of Incorporation or Organization

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Position/Title

\_\_\_\_\_

**Luther Burbank South Shoreline Project  
Bid Schedule**

<b>Item No.</b>	<b>Item Description</b>	<b>Est. Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization and Project Administration	1	LS		\$ -
2	Temporary Erosion and Sediment Control	1	LS		\$ -
3	Temporary Erosion and Sediment Control - In-Water Turbidity Curtain	1	LS		\$ -
4	Site Demolition	1	LS		\$ -
5	Clear and Grub Vegetation	15,600	SF		\$ -
6	Upland Grading (cut and fill)	430	CY		\$ -
7	Upland Grading (haul and dispose)	240	CY		\$ -
8	Upland Trail Construction	147	TN		\$ -
9	Site Drainage	1	LS		\$ -
10	Procure and Install Beach Gravel	962	CY		\$ -
11	Park and Habitat Improvements	1	LS		\$ -
12	Large Woody Debris (LWD)	9	EA		\$ -
				<b>Total Base Bid</b>	<b>\$ -</b>
				<b>Sales Tax (10.1%)</b>	<b>\$ -</b>
				<b>Total Base Bid with Sales Tax</b>	<b>\$ -</b>

**PROPOSAL SIGNATURE SHEET**

**If Sole Proprietor, Partnership or Joint Venture**

IN WITNESS hereto the undersigned have set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Bidder (name each partner  
or joint venture partner) \_\_\_\_\_

Washington Contractor's Registration  
No. \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Authorized Signature \_\_\_\_\_

Position/Title \_\_\_\_\_

**If Corporation or Limited Liability Company (LLC)**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Corporation or Limited  
Liability Company (LLC) \_\_\_\_\_

Washington Contractor's Registration  
No. \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

State of Incorporation or Organization \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Position/Title \_\_\_\_\_

**BID GUARANTY BOND**

KNOW ALL BY THESE PRESENTS: That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are jointly and severally held  
and firmly bound unto the City of Mercer Island, hereinafter called the Obligee, each in the penal sum of  
five percent (5%) of the Principal's Total Bid Price for the work, this sum not to exceed  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (hereinafter referred to as "penal sum") of  
lawful money of the United States, for the payment whereof unto the Obligee.

WHEREAS, the Principal is herewith submitting its bid proposal for the

**Luther Burbank South Shoreline Restoration**

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract,  
and if the Principal, within the time specified, fulfills all of the requirements of the Contract Documents  
which are conditions precedent to the execution of the Agreement, enters into, executes and delivers to the  
Obligee an agreement on the form provided herein complete with evidences of insurance, and if the  
Principal, within the time specified, gives to the Obligee the performance and payment bond on the forms  
provided herein, then this obligation shall be void; otherwise, the Principal and Surety shall pay unto the  
Obligee the penal sum; provided however, in no event shall the Surety's liability exceed the penal sum.  
Provided further, if the difference in money between the Principal's Total Bid Price and the amount for  
which the Obligee legally contracts with another party to fulfill the Contract is greater than the penal sum,  
the Principal shall pay unto the Obligee the difference between the penal sum and the amount the Obligee  
pays another to fulfill the Contract.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as  
Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall  
operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure  
to the benefit of the Principal, the Surety and the Obligee and their respective heirs, executors,  
administrators, successors and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

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

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

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

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

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

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

Telephone: ( ) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

**Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to  
make, execute, seal and deliver this bid guaranty bond.**

## Bidder's Qualification Certificate

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The undersigned hereby certifies and submits the following:

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Person's Title \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_

Washington State Contractor Registration # \_\_\_\_\_  
Washington State Unified Business Identifier (UBI) # \_\_\_\_\_  
Federal Tax ID # \_\_\_\_\_  
City of Mercer Island Business License #  
(required prior to award of contract) \_\_\_\_\_

	Yes or No	Account / Registration Number (as applicable)
Does the contractor have industrial insurance coverage for its employees working in Washington as required by Title 51 RCW?	_____	_____
Does the contractor have a Washington State excise tax registration number as required by Title 82 RCW?	_____	_____
Does the contractor have a Washington State Employment Security Department number as required by Title 50 RCW?	_____	_____
Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)?	_____	_____
Has the contractor received training on the requirements related to public works contracts and prevailing wage requirements pursuant to RCW 39.04.350(f) and chapter 39.12 RCW, or is the contractor otherwise exempt from this requirement by the department of labor and industries?	_____	_____
Within the three-year period immediately preceding the date of the bid solicitation, has the contractor been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW?	_____	_____

**By:** \_\_\_\_\_  
**Signature**  
**Title**

\_\_\_\_\_  
**Print Name**  
**Date**



**Contractor Declaration Pursuant to RCW 39.04.350(2)**

**Project Name:**

**Bidder/Contractor:**

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

1. I am the representative for the above-named bidder/contractor, and as its \_\_\_\_\_, I am authorized to make the declaration herein on its behalf.
  
2. Within the three-year period immediately preceding the date of the bid solicitation for the above-named project, the above-named bidder/contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature

## CONTRACTOR'S SHORELINE CONSTRUCTION SUPERVISOR CREDENTIALS

---

- To be submitted within 5 days of request by City
- The Contractor's shoreline construction supervisor who will supervise the day-to-day field activities associated with the shoreline construction work shall have personally performed the work or directly supervised the construction, and with successful completion of two shoreline restoration projects that were similar in scope, time and complexity, with having one of those projects being at least \$150K in total construction costs.

**SHORELINE CONSTRUCTION SUPERVISOR NAME** \_\_\_\_\_

List all relevant construction projects performed within the last three years (add pages as needed):

Dates	Construction contract amount	Type of work	Owner name	Contact information	Primary contractor or subcontractor?

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_

Title \_\_\_\_\_

# Agreement Forms

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**CITY OF MERCER ISLAND, WASHINGTON  
PUBLIC WORKS CONTRACT  
FOR  
LUTHER BURBANK SOUTH SHORELINE RESTORATION**

THIS PUBLIC WORKS CONTRACT ("Contract") dated [insert date agreement drafted], is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MERCER ISLAND, a Washington municipal corporation ("City" or "Owner"), and [INSERT FULL LEGAL NAME OF CONTRACTOR], a [insert state where formed] [choose type of person or entity] ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work at Luther Burbank Park 2040 84<sup>th</sup> Ave, Mercer Island, Washington ("Property"); and

B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated [insert date proposal received] to complete such work ("Proposal").

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

- 1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents for the Luther Burbank South Shoreline Restoration Project, including this Public Works Contract, the Contractor's completed Bid Form, the City's General Terms and Conditions (May 2020 ed.), any Supplemental and/or Special Conditions, Technical Specifications, Drawings and Addenda, which documents are incorporated by this reference, ("Work"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.
- 1.2 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of the City's Notice to Proceed and shall be Substantially Completed by \_\_\_\_\_, (the "Contract Time") as may be extended in accordance with the Contract Documents. In the event the Work is not completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in Section 1.3 of this Contract.
- 1.3 Liquidated Damages. TIME IS OF THE ESSENCE OF THIS CONTRACT. Delays inconvenience the residents of Mercer Island and cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages as follows: Liquidated damages for failure to achieve timely Substantial Completion shall be in the amount of \$ \_\_\_\_\_ per day.
- 1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.
- 1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable

federal, state and City laws, including but not limited to all City ordinances, resolutions, standards, or policies, as now existing, or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection, or other fees, at its sole cost and expense.

- 1.6 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.7 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Mercer Island.

## **2. TERM**

This Contract shall commence on the effective date of this Contract and continue until the Work is complete, and formally accepted by City, and all warranties have expired.

## **3. REQUISITE SKILL**

The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mercer Island by obtaining a City of Mercer Island business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

## **4. COMPENSATION**

- 4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed [insert maximum value of contract in words] Dollars (\$[insert \$ amount in figures]), based on the Proposal submitted by Contractor dated [insert date proposal received] and as may be adjusted under the Contract Documents.
- 4.2 Contractor Responsible for Taxes. Except as otherwise stated in the Contract Documents, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Method of Payment. Payment by the City for the Work will only be made after the Work has been completed, a voucher or invoice is submitted in a form satisfactory to the City, and such invoice is approved by the appropriate City representative. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless otherwise set forth in the Bid Form. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. Invoices shall be submitted to:

City of Mercer Island  
ATTN: [enter City's project manager name, title]  
9611 SE 36th Street  
Mercer Island, WA 98040

4.4 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers, and laborers. Upon execution of this Contract, Contractor shall complete, execute, and deliver to the City the Contractor's Retainage Agreement set forth in the Contract Documents. No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within thirty (30) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

## **5. EQUAL OPPORTUNITY EMPLOYER**

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

## **6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

## **7. INDEMNIFICATION**

7.1 Indemnification and Hold Harmless.

- A. The Contractor shall protect, defend, indemnify, and hold harmless City, its elected officials, officers, agents, volunteers, and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever, including attorneys' fees (hereinafter "claims"), arising out of or in connection with the performance of this Contract except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.
- B. The Contractor's obligations under this section shall include, but not be limited to,
  - i. The duty to promptly accept tender of defense and provide defense to City at the Contractor's own expense.
  - ii. The duty to indemnify and defend City, its elected officials, officers, agents, and employees, from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects City with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.
  - iii. To the maximum extent permitted by law, the Contractor shall indemnify and defend City, its elected officials, officers, agents and employees, from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.
- C. City may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which City may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by City, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.

- E. In the event City incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- F. This provision has been mutually negotiated by the City and the Contractor.

7.2 Survival. The provisions of this Section 7 shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## 8. INSURANCE

8.1 The Contractor agrees to carry without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after Physical Completion, unless otherwise indicated herein, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors with a carrier having a current A.M. Best rating of not less than A:VII. The City, at its discretion, may require additional types and greater limits of insurance coverage commensurate with the risk associated with the performance of the Work.

- A. Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.
- B. Commercial general liability insurance shall be written on a form at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations for three years following substantial completion of the Work, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 05 09. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Commercial General Liability insurance policy with respect to the Work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing coverage at least as broad, with limits of no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.
- D. Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City Attorney's office and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the City Attorney's office.



- E. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- 8.2 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespectively of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor. Contractor shall provide certificates of insurance and amendatory endorsements, concurrent with the execution of this Contract, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- 8.3 The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except that the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General Liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- 8.4. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

- 8.5 Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 8.6 The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- 8.7 The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **9. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE**

Pursuant to RCW 39.08.010, Contractor shall provide Performance Bond and Payment Bond each in an amount equal to 125% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Contract bonds shall be in a form set forth in the Contract Documents. The Contract bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen, and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount.

Alternatively, pursuant to RCW 39.08.010, on contracts of Fifty-Five Thousand Dollars (\$55,000) or less, at the option of the Contractor, the City may, in lieu of a bond, retain ten percent (10%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

## **10. SAFETY**

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state, and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals, and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

## **11. PREVAILING WAGES**

- 11.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or

supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. A copy of the applicable prevailing wage rates is also available for viewing at the office of the City located at 9611 SE 36th St, Mercer Island, WA 98040. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

- 11.2 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. If requested by the City, the Contractor shall provide certified payroll records for its employees and the employees of its subcontractors. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

## **12. SUBCONTRACTOR RESPONSIBILITY**

Contractor shall verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

## **13. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

## **14. CONFIDENTIALITY**

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and

Confidential”, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

## **15. BOOKS AND RECORDS**

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

## **16. CLEAN UP**

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

## **17. GENERAL PROVISIONS**

This Contract, the Contract Documents and any supporting contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings shall be effective for any purpose. No provision of this Contract may be amended except by written agreement of the Parties. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract. Subject to the preceding sentence, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, in the hands of an attorney, or files suit, each Party shall pay all its own attorneys' fees and expenses. The venue for any dispute related to this Contract shall be King County, Washington. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. This Contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute this Contract. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR:**

**CITY:**

[INSERT FULL LEGAL NAME OF CONTRACTOR]

CITY OF MERCER ISLAND

By: \_\_\_\_\_  
[insert full legal name and title of signator]

By: \_\_\_\_\_  
Jessi Bon, City Manager

Address:

Attest:

Phone:  
Email:

By: \_\_\_\_\_  
Andrea Larson, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Bio Park, City Attorney

**PERFORMANCE BOND**  
**To City of Mercer Island, WA**

Bond No. \_\_\_\_\_

The City of Mercer Island, Washington has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_, in Mercer Island, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature Date

\_\_\_\_\_  
Surety Signature Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

**PAYMENT BOND**  
**to City of Mercer Island, WA**

Bond No \_\_\_\_\_

The City of Mercer Island, Washington has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_, in Mercer Island, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$) \_\_\_\_\_ Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Surety Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

Name, address, and telephone of local office/agent of Surety Company is:

RETAINAGE AGREEMENT

Contract Title \_\_\_\_\_  
 \_\_\_\_\_  
 Contract Date \_\_\_\_\_  
 Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 \_\_\_\_\_  
 Contractor Phone \_\_\_\_\_  
 Contractor Federal ID # \_\_\_\_\_

State Law on How Contract Retainage Monies can be Reserved:

RCW 60.28.010 Retained percentage, labor and material Contracts for public improvements or work other than for professional services, provides that there shall be reserved by the city from the monies earned by the contractor on estimates during the progress of the improvement or work, a sum of five percent of such estimates, said sum to be retained by the city as a trust fund for the protection and payment of any persons performing work or supplying provisions or supplies during the work. The monies reserved for contract retainage may be reserved by the contractor choosing one of the following four options:

**All investments selected below are subject to City approval.**

Contractor Options (Contractor shall place an "x" in one of the boxes below.)

- [ ] (a) Retained in a non-interest bearing fund by the public body until released in accordance with applicable state statutes;
- [ ] (b) Deposited by the public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until released in accordance with applicable state statutes, provided that interest on such account shall be paid to the contractor;
- [ ] (c) Placed in escrow with a bank or trust company by the public body until released in accordance with applicable state statutes. The cost of the investment program and the risk thereof is to be borne entirely by the contractor.
- [ ] (d) Contractor may submit a Retainage Bond equal to 5% of the total awarded bid amount for all schedules to be held by the public body until released in accordance with applicable state statutes.

Contractor's Bank

If Contractor selects options (b) or (c) above, Contractor shall designate below the bank in which the retainage is to be deposited:

ACCOUNT NO. \_\_\_\_\_  
 BANK NAME \_\_\_\_\_  
 BANK ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 BANK PHONE # \_\_\_\_\_

Agreement

Contractor and City agree that all or part of the monies in the account can only be approved for disbursement by Bank to Contractor upon written authorization of the City Finance Director, or his/her authorized designee.

By \_\_\_\_\_ By \_\_\_\_\_  
 City of Mercer Island Contractor

Date \_\_\_\_\_ Date \_\_\_\_\_



**CITY OF MERCER ISLAND**  
9611 SE 36<sup>th</sup> Street  
Mercer Island, Washington 98040

**RELEASE OF LIEN FORM**

**PROJECT:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

This is to certify that all debts for labor, material, equipment and other obligations arising out of the above project contract, have been fully paid and that if any lien, debt, or other obligations remain unsatisfied after all payments are made, the contractor shall refund to the owner such amounts as the owner may be compelled to pay on discharge of such liens, debts or other obligations, including all costs and reasonable engineers and attorneys fees.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

STATE OF WASHINGTON)

) ss.

County of King )

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 authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ (position/title) of \_\_\_\_\_ (entity name) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

Notary Public in and for the State of  
Washington residing in \_\_\_\_\_.  
My commission expires: \_\_\_\_\_.

# General Terms and Conditions

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**CITY OF MERCER ISLAND  
GENERAL TERMS AND CONDITIONS  
MAY 2020 EDITION  
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## ARTICLE 1: GENERAL PROVISIONS

### 1.1 DEFINITIONS

- A. **“Addendum”** or **“Addenda.”** Alteration or clarification of the plans or specifications provided to bidders by City prior to bid time, which becomes part of the Contract Documents when the Contract is executed.
- B. **“Claim.”** A written demand by the Contractor seeking (1) a change to Contract Price; (2) a change of Contract Time; (3) a payment of money or damages; and/or, (4) any other relief arising out of or relating to this Contract.
- C. **“Change Order.”** A written instrument designated to be a Change Order which alters the Contract, and identifies the following: (1) a change in the Work; (2) a change in Contract Price; and/or (3) a change in Contract Time.
- D. **“Change Proposal.”** A document prepared by the Contractor at the request of City, which proposes changes to the Work and/or changes to the Contract Price and/or Contract Time. City initiates all requests for Change Proposals.
- E. The **“Contract”** or **“Contract Documents.”** The entire integrated agreement between City and the Contractor for the performance of the Work in accordance with the Contract Documents. The Contract Documents include the following:
  - 1. The signed Agreement between City and Contractor (the “Public Works Contract”);
  - 2. The Contractor’s completed Bid Form;
  - 3. The City’s General Terms and Conditions (May 2020 ed.);
  - 4. Any Supplemental or Special Conditions.
  - 5. Technical Specifications;
  - 6. Drawings;
  - 7. Addenda; and
  - 8. Any Change Orders.
- F. **“Contract Execution.”** occurs when City Manager or his/her designee signs the Contract, which shall only occur after the Contractor signs the Contract.
- G. **“Contract Price”** means the total amount payable by City to the Contractor for performance of the Work in accordance with the Contract.
- H. **“Contract Time.”** The number of days or the specific date set forth in the Contract to achieve Substantial Completion of the Work.
- I. **“Contract Work”** or **“Work.”** The labor, supervision, materials, equipment, supplies, services, other items, and requirements of the Contract necessary for the execution, completion and performance of all requirements of the Contract by the Contractor to the satisfaction of City.
- J. **“Contractor.”** The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with City to do the Contract Work.

- K. **“Critical Path.”** The longest, continuous sequence of interrelated activities that begins at the start of the Project (Notice to Proceed) and extends to Substantial Completion of the Project. These activities are critical because delay to an activity on this path will extend Contract Time.
- L. **“Day.”** A calendar day, unless otherwise specified.
- M. **“Differing Site Conditions.”** (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents (Type I), or (2) Unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in the construction activities of the character provided for in the Contract (Type II).
- N. **“Engineer.”** The City representative who administers the Contract for the City.
- O. **“Final Acceptance.”** Written acceptance of the Project by City.
- P. **“Force Majeure.”** An event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and City and includes:
1. Natural Disaster declared by Governor of Washington or President of the United States, including but not limited to earthquakes;
  2. Acts or omissions of any government entity acting within its governmental capacity;
  3. Fire and/or flood for which the Contractor or its Subcontractors is not responsible;
  4. Quarantine or epidemic;
  5. Strike or defensive lockout;
  6. Unusually Severe Weather Conditions; and
  7. Acts of terrorism.
- Q. **“Hazardous Material.”** Any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any and all federal, state, City, or municipal statutes or laws and regulations promulgated thereunder, now or at any time hereafter in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U. S. C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U. S. C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U. S. C. §§ 6901, *et seq.*), the Federal Water Pollution Control Act (33 U. S. C. §§ 1251, *et seq.*), the Clean Air Act (42 U. S. C. §§ 7401, *et seq.*), the Toxic Substances Control Act, as amended (15 U. S. C. §§ 2601, *et seq.*), the Occupational Safety and Health Act (29 U. S. C. §§ 651, *et seq.*, and the Model Toxics Control Act (RCW 70.105), or similar state or local statute or code), as the laws have been amended and supplemented.
- R. **“City”** or **“Owner”** may be used interchangeably and refer to the City of Mercer Island.

- S. **“Notice.”** A written document issued by the Engineer or Contractor’s Representative which is submitted to the other party and delivered by:
1. Depositing in the U. S. Mail (or other method of commercial express mail), which notice shall be effective on the date of receipt;
  2. Service on the Parties’ representative or at the Contractor’s home office or field office, which notice shall be effective on the date of service; or,
  3. Facsimile to the Parties’ representative or Contractor’s home office or field office, which notice shall be effective upon receipt.
- T. **“Notice To Proceed.”** A written directive issued by City authorizing the Contractor to perform some or all of the Work.
- U. **“Overhead.”** Charges that may be incurred or allocated in support of the Contract but are not part of the cost of directly performing the physical Contract construction activity. Overhead includes Site or Field Overhead and Home Office Overhead.
1. **Site or Field Office Overhead**  
Site or Field Overhead costs are typically those costs that are related to, but are not limited to supervision, including general foremen and their supervisors, planners, schedulers, engineers, managers, etc. and the direct payroll costs of their project-related service, clerical salaries and their direct payroll costs, the costs of all vehicles, travel, meal and lodging costs associated with those personnel, Site or Field office and utility expense, expenses associated with all regulatory compliance, Hand and Other Small Tools provided by the Contractor for the use of its forces, all expendable supplies, and all other items incidental to or integral in supporting the physical completion of the Work.
  2. **Home Office Overhead**  
Home office Overhead costs are typically those that include all general office expenses. Such costs include, but are not limited to those associated with officer and office salaries and related payroll taxes and benefits, costs of office occupancy and maintenance, all supporting services (such as utilities, office machines computers, and related items and support) related to the home office function, business taxes and licenses, and all such other costs necessary to operate the business entity. Home office overhead includes unabsorbed home office overhead.
  3. In addition to the above, whether treated as Site or Field Overhead or as Home Office Overhead, costs of any and all bonds, insurance(s), and taxes associated with this Contract are to be considered as Overhead. All items as those identified above are to be treated as Overhead for this purpose regardless of how the Contractor chooses to account for them in its books of account.
  4. Under no circumstances shall City pay the Contractor for direct or allocated costs or charges for officer bonus and profit sharing, project personnel bonuses, charitable contributions, income taxes, or any costs relating to illegal activity.
- V. **“Parties.”** The Contractor and City.
- W. **“Project.”** All activity relative to this Contract including activity of the Contractor, its Subcontractors, and City.

- X. **“Request for Change Order.”** A document, designated as a Request for a Change Order, prepared by the Contractor requesting either (1) a change in Contract Price; (2) a change in Contract Time; (3) a change in t Work; (4) a payment of money or damages; and/or, (5) any other relief arising out of or relating to this Contract.
- Y. **“Request for Information.”** A request from the Contractor to City seeking an interpretation or a clarification of some requirement of the Contract Documents.
- Z. **“Site” or “Project Site.”** The location, at which construction, equipment or services furnished by the Contractor under the Contract will be performed, completed and/or delivered.
- AA. **“Subcontractor.”** An individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When City refers to Subcontractor(s) in this document, for purposes of this document and unless otherwise stated herein, the term Subcontractor(s) includes, at every level and/or tier, all subcontractors and subconsultants.
- BB. **“Supplier(s).”** Any person or firm who is not performing work or supplying labor on Site and is engaged in the business of supplying a manufactured product or resource to City, Contractor, or Subcontractors. The term Suppliers includes materialmen, manufacturers, and fabricators.
- CC. **“Substantial Completion.”** That stage in the progress of the Work where:
  1. City has full and unrestricted use and benefit of the Project for the purpose intended;
  2. All the systems and parts of the Contract Work are functional;
  3. Utilities are connected and operate normally;
  4. Only minor incidental work or correction or repair remains to complete all Contract requirements; and
  5. The City has received all certificates of occupancy and any other permits, approvals, licenses and other documents from any governmental authority with jurisdiction necessary for beneficial occupancy of the project.

## 1.2 INTENT AND INTERPRETATION OF THE DOCUMENTS

- A. The Contract Documents constitute the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.
- B. The Contract Documents shall not be construed to create a contractual relationship between any parties other than City and the Contractor. No contract between City and a third party shall be construed to create any duty on the part of City or such third party to the Contractor. The Contractor is not an intended or incidental beneficiary of any promises made in City’s contract with a third party, if any.
- C. The Contract Documents are intended to be complementary. What is required by one part of the Contract shall be as binding as if required by all. Should any conflict or inconsistency be found in the Contract Documents, the provision imposing the more expensive duty or obligation on the Contractor shall take precedence.



- D. The words “similar,” “typical” (or other equivalents) shall mean nearly corresponding or having a likeness. Such words shall not be construed to mean that all parts of the Work referred to are identical or substantially identical, or that such elements of the Work are connected identically or substantially identically to the rest of the Work. The Contractor has the responsibility to determine all details of the Work in relation to their location and connection to other parts of the Work. The singular includes the plural and vice versa. Male includes female and vice versa.
- E. The organization of the specifications into divisions, provisions and articles and the organization of the drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

### **1.3 CLARIFICATION OF DRAWINGS AND DETAIL DRAWINGS**

- A. Where on any drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other similar portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall apply to all other similar parts of the Work, unless otherwise indicated.
- B. With regard to drawings the following shall apply:
  - 1. Written dimensions shall be followed; drawings may not be to scale.
  - 2. Figure dimensions on drawings shall govern over scale dimensions; and detail drawings shall govern over general drawings.

## **ARTICLE 2: CITY**

### **2.1 AUTHORITY**

- A. Unless City, in writing, indicates otherwise, the authority to (1) commit to or bind City to any Change Orders or change in the Work, Contract Price and/or Contract Time; or (2) sign the Contract or Change Orders rests solely in the City Manager or his or her designee.
- B. The Engineer shall have the authority to administer the Contract. Administration of the Contract by the Engineer includes but is not limited to:
  - 1. Receiving all correspondence and information from the Contractor;
  - 2. Issuing request for Change Proposals;
  - 3. Responding to Requests For Information;
  - 4. Reviewing the schedule of values, project schedules, submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Contractor;
  - 5. Negotiating Change Proposals and Change Orders;
  - 6. Recommending Change Orders for approval by the City Manager or its designee;
  - 7. Issuing decisions with respect to Requests for Change Orders and Claims;
  - 8. Processing payment requests submitted by the Contractor, and recommending payment;

9. Monitoring the quality of the Work, rejecting noncompliant Work, and recommending acceptance of the Work;
  10. Transmitting executed Change Orders, amendments, and other Contract correspondence to the Contractor; and
  11. Performing all other contract administrative functions.
- C. All correspondence, questions, and/or documentation shall be submitted to the Engineer.
- D. The Engineer may designate representatives to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature.

## **2.2 INFORMATION SUPPLIED BY CITY**

- A. Unless otherwise specifically provided in the Contract, surveys and site information provided by City are intended to describe the general physical characteristics of the Site. City does not represent that this information is complete or sufficient for the Contractor's performance of the Work.
- B. City shall furnish to the Contractor a copy of the Contract Documents. The Contractor shall pay City for any additional copies of Contract Documents.

## **2.3 WORK BY CITY OR SEPARATE CONTRACTORS**

City reserves the right to perform work not included in the Contract or to let other contracts in connection with this Project. The Contractor shall coordinate its Work with City and other City contractors and, at City's request, participate in meetings for the purpose of coordinating the Contractor's construction schedule with those of other contractors at no additional cost to City.

# **ARTICLE 3: CONTRACTOR**

## **3.1 CONTRACTOR REPRESENTATIONS**

The Contractor makes the following representations to City:

- A. Before submission of its bid, the Contractor has:
1. Carefully reviewed the Contract Documents, and visited and examined the Site;
  2. Become familiar with the general and local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of Contract Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and reasonably ascertainable subsurface conditions and other matters that may be encountered at the Site or affect performance of the Work or the cost or difficulty thereof;
  3. Become familiar with and satisfied itself as to the conditions bearing upon transportation, disposal, handling, and storage of materials; and
  4. Become familiar with and satisfied itself as to the availability of labor, water, electric power, and roads; and the uncertainties of access, traffic, parking and weather. Any failure of the Contractor to take the action described in this provision (3.0) or elsewhere in the Contract Documents will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of

successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to City.

- B. The Contract Price is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work as represented by the Contract, site visit, and the general conditions (including but not limited to weather, site, soil) known or reasonably anticipated for the Site.

### **3.2 GENERAL DUTIES**

- A. The Contractor shall give sufficient supervision to the Work, using its best skill and attention. The Contractor is on notice that City will be relying on the accuracy, competence and completeness of the Work. The Contractor shall supervise and be solely responsible for the proper performance of the Work in accordance with the Contract, including the construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the Work.
- B. Unless specified elsewhere in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, utilities, transportation, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes) necessary for the proper execution and completion of the Work.
- C. The Contractor shall also provide sufficient staffing and supervision to process Requests for Information, Change Proposals, Submittals, Change Orders, close out documentation, and to perform all other requirements of the Contract and all Work.
- D. The Contractor shall lay out its Work from baselines and benchmarks indicated in the Contract, if any, and shall be responsible for the accuracy of all field measurements and surveys used in the lay out.

### **3.3 DUTY TO INSPECT CONTRACT DOCUMENTS**

- A. The Contractor shall carefully study and compare all Contract Documents and check the conditions, dimensions, and instructions as stated therein. Contractor will not be required to provide professional services which constitute the practice of architecture and engineering except to the extent provided for in the technical specifications and drawings.
- B. The Contractor shall immediately notify City in writing of any:
  - 1. Error, inconsistency, or omission in the Contract Documents that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances;
  - 2. Requirement in the Contract Documents that conflict with any local, state, and federal laws, regulations and/or permits, licenses, and easement conditions that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances.
- C. The Contractor should not proceed with the work in question until the Contractor receives written direction from the Engineer.
- D. If the Contractor proceeds with the work in question without written direction from the Engineer, the Contractor shall be responsible for any costs or damages associated with:

1. Fines or penalties;
2. Demolition, tear out, removal, cleanup, remediation, or fixing the work in question; and
3. Delay, disruption, and loss of productivity.

### **3.4 CONTRACTOR'S SUPERVISION AND EMPLOYEES**

- A. Contractor shall provide qualified and competent people to administer the contract and perform all the Work.
- B. During performance of the Work the Contractor shall have supervisory personnel on-site and available to administer, manage and coordinate the Work. City shall not be responsible for the acts or omissions of the supervisory personnel or their assistants.
- C. The Contractor shall at all times enforce good order among all persons furnishing labor or materials on-site and shall only employ workers skilled in the work assigned. If requested by the Project Representative, Contractor shall provide the Project Representative with copies of licenses, registrations, and certifications.
  1. City shall have the right to require the Contractor to remove personnel from the Site that do not have the appropriate qualifications and experience to meet or uphold the requirements of the Contract. City shall also have the right to order the Contractor to replace personnel who demonstrate unprofessional behavior.
  2. Failure by City to require removal of any Contractor personnel shall not be deemed an admission that any such personnel are satisfactory, nor shall such failure relieve the Contractor from any contractual responsibility.

### **3.5 SUBCONTRACTORS AND SUPPLIERS**

- A. This Contract is between City and the Contractor.
  1. The Contractor's subcontracting shall not create a contract between City and the Subcontractor and Suppliers. Subcontractors and Suppliers are not intended as incidental third party beneficiaries to the Contract. The Subcontractor and Suppliers shall have no rights against City by reason of their agreements with the Contractor.
  2. The Contractor is responsible for performing all work required by the Contract. The Contract has not been written with the intent of, and City shall not be a party to, defining the division of work between the Contractor and its Subcontractors and Suppliers.
- B. **Selection of Subcontractors and Suppliers**
  1. Subcontractors and Suppliers shall be properly licensed, registered or certified, as applicable, and capable to perform the assigned work.
  2. If requested by City, the Contractor shall provide documentation that the proposed Subcontractors and Suppliers have adequate experience and skill.
  3. The Contractor shall require each Subcontractor and Supplier to comply with all provisions of this Contract. At the request of Subcontractors or Suppliers, Contractor shall make available for copying all Contract Documents.

### **C. Responsibility for Work of Subcontractors and Suppliers**

The Contractor shall be responsible for the acts and omissions of Subcontractors and Suppliers. The Contractor shall also be responsible for the suitability of any materials, components, equipment or supplies furnished by a Subcontractor and/or Supplier irrespective of whether such were designated or approved by City.

### **3.6 SCHEDULE OF WORKING HOURS**

- A. As specified in the Contract, the Contractor shall submit a schedule of working hours, including overtime to City for acceptance. This schedule shall comply with all Contract requirements. Except as permitted elsewhere in the Contract Documents or in the case of an emergency, all Work at the Site shall be performed between the hours of 7am and 6 pm Monday through Friday.
- B. The schedule of working hours accepted by City shall be the only schedule used by the Contractor during performance of the Contract, unless amended to maintain Work progress.
- C. The Contractor shall provide 48 hours advance written Notice of any intent to work outside of approved working hours. Any work at the Site performed outside approved working hours shall be performed without additional expense to City, except as otherwise provided in the Contract Documents. Contractor shall comply with Mercer Island Code Section 8.24.020 (Q) which prohibits construction related noise outside designated hours except in cases of emergency or demonstrated necessity.

### **3.7 RECORD DOCUMENTS**

- A. The Contractor shall maintain an accurate, readable, and orderly set of drawings and specifications, updated as the job progresses to show all approved changes, options, alternates, and all actual deviations from the original Contract Documents. This set of drawings and specifications shall be the Record Documents.
  - 1. The Record Documents shall be maintained in hard copy.
  - 2. In addition to all approved changes, options, alternates, and all actual deviations from the original Contract Documents, the Record Documents shall be marked as follows:
    - a. Record all materials used where options, alternates and/or change orders were indicated, specified and/or authorized;
    - b. Accurate measurements referenced as required by the technical specifications shall be recorded to show the exact location and changes in direction of all underground services and utilities, as well as their depth below finished grade; and
    - c. Record all other requirements as specified in the Technical Specifications.
- B. The Record Documents shall be kept up-to-date and be available for review by City at all times, including but not limited to at each job progress meeting. Failure to have the record set up-to-date shall be sufficient reason for City to withhold payment in accordance with paragraph 7.2, *Payments Withheld*, until all such information is recorded.

- C. Record Documents may be used to assist City to verify the appropriate progress payment.
- D. Neither Final Acceptance nor Final Payment will be issued until a complete set of Record Documents is submitted and the Engineer is satisfied as to its quality and accuracy.

### **3.8 COST RECORDS**

- A. The Contractor, Subcontractors, and Suppliers shall maintain Project cost records by cost codes and shall segregate and separately record at the time incurred all costs (1) directly associated with each work activity and (2) directly or indirectly resulting from any event or condition for which the Contractor seeks an adjustment in the Contract Price, Contract Time, and/or damages.
  - 1. Any costs claimed to result from any such event or condition, including, but not limited to, delay and impact costs, acceleration costs, loss of productivity or efficiency, and increased or extended overhead shall be recorded at the time incurred and be fairly and reasonably allocated to each such event or condition and to other causes of such costs.
  - 2. City shall be provided with a detailed description of all such costs and the basis of allocation. The Contractor, Subcontractors, and Suppliers shall maintain a monthly summary of all costs and shall make all underlying cost records and monthly summary of costs available for review, inspection, and copying by City upon request.
  - 3. Any work performed for which the Contractor intends to seek an adjustment in Contract Price and/or Contract Time shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.
- B. In addition to the requirements set forth in Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*, the Contractor shall be entitled to extra compensation for an event or condition and/or the recovery of damages only to the extent that the Project cost records are kept in full compliance with all Contract requirements and the cost allocations support entitlement to such compensation.

### **3.9 MAINTENANCE AND INSPECTION OF DOCUMENTS**

- A. All Contractor's, Subcontractors', and Suppliers' documents and records relating to the Contract shall be open to inspection, audit, and/or copying by City or its designee:
  - 1. During the Contract Time; and
  - 2. For a period of not less than six years after the date of Final Acceptance of the Contract ("Preservation Period"); or if any Claim, audit or litigation arising out of, in connection with, or related to this Contract is initiated, all documents shall be retained until such Claim, audit or litigation involving the records is resolved or completed, whichever occurs later.
- B. The Contractor shall also guarantee that all Subcontractor and Supplier documents shall be retained and open to similar inspection, audit and/or copying during the Contract Time and also the Preservation Period. The Contractor, Subcontractor, and Supplier shall use its best efforts to cooperate with the inspection, auditing, and/or copying.

- C. Inspection, audit, and/or copying of all documents described herein, may be performed by City or its designee at any time with not less than seven (7) days' Notice. Provided however, if an audit or inspection is to be commenced more than sixty (60) days after the Final Acceptance date of the Contract, the Contractor will be given twenty (20) days' Notice of the date of the audit.
- D. The Contractor, Subcontractors, and Suppliers shall provide adequate facilities, acceptable to City, for inspection, auditing, and/or copying during normal business hours.
- E. If the Contractor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify City and preserve such records, at its expense, as directed by City.
- F. The Contractor, Subcontractor, and Supplier, shall be subject to audit at any time with respect to this Contract. Failure to maintain and retain sufficient records to allow City to verify all costs or damages or failure to permit City access to the books and records shall constitute a waiver of the rights of the Contractor Subcontractor and Supplier to Claim or be compensated for any damages, additional time or money under this Contract.
- G. At a minimum, the following documents, including the machine readable electronic versions, shall be available for inspection, audits, and/or copying:
  - 1. Daily time sheets and all daily reports, Supervisor's reports, and inspection reports;
  - 2. Collective bargaining agreements;
  - 3. Insurance, welfare, and benefits records;
  - 4. Payroll registers;
  - 5. Earnings records;
  - 6. All tax forms, including payroll taxes;
  - 7. Material invoices and requisitions;
  - 8. Material cost distribution worksheet;
  - 9. Equipment records (list of Contractor's, Subcontractors', and Suppliers' equipment, rates, etc.);
  - 10. Contracts, purchase orders and agreements between the Contractor and each Subcontractor and Supplier;
  - 11. Subcontractors' and Suppliers' payment certificates;
  - 12. Correspondence, including email, with Subcontractors and/or Suppliers;
  - 13. All meeting notes by and between Contractor, Subcontractors, Suppliers and/or any third parties related to the Project;
  - 14. Canceled checks (payroll and vendors);
  - 15. Job cost reports, including monthly totals;
  - 16. Job payroll ledger;
  - 17. Certified payrolls;

18. General ledger;
  19. Cash disbursements journal;
  20. Take off sheets, and calculations used to prepare the bid and/or quotes;
  21. Take off sheets, calculations, quotes, other financial data to support change proposals, request for change order and/or claims;
  22. Financial statements for all years during the Contract Time. In addition, City may require, if it deems appropriate, additional financial statements for 3 years preceding execution of the Contract and 6 years following Final Acceptance of the Contract;
  23. Depreciation records on all Contractor's, Subcontractor's, and Supplier's equipment, whether these records are maintained by the Contractor, Subcontractors, and Suppliers involved, its accountant, or others;
  24. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
  25. All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim;
  26. Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, Suppliers, all documents which establish time periods, individuals involved, the hours for the individuals, and the rates for the individuals;
  27. Worksheets, software, and all other documents used (a) by the Contractor to prepare its bid and schedule(s) and/or (b) to prepare quotes and bids to the Contractor;
  28. All schedule documents, including electronic versions, planned resource codes, or schedules and summaries;
  29. All submittals; and
  30. All other documents, including email, related to the Project, Claims, or Change Orders.
- H. The Contractor shall mark any documentation it considers proprietary or confidential accordingly. Such information will be treated as such by City; however, City cannot ensure that this information will not be subject to release pursuant to a public records request. In the event City receives a request for such information, City will advise the Contractor and will not release the requested information for a period of not less than ten (10) days in order to give the Contractor an opportunity to obtain a court order prohibiting the release of the information in response to the public records request.

### **3.10 MAINTENANCE AND SITE CLEANUP**

- A. The Contractor shall at all times keep the Site, access points, and public rights-of-way free from accumulation of dirt, mud, waste materials or rubbish caused by the Contractor or Subcontractors. At the completion of the Contract Work, the Contractor shall remove and lawfully dispose of all its dirt, mud, waste materials,



rubbish, tools, scaffolding and surplus or partly used materials from the Site and shall leave the Site broom clean unless some stricter standard is specified in the Contract.

- B. The Contractor shall obey all applicable laws and regulations relating to the storage, use, and disposal of Hazardous Materials. The Contractor shall promptly notify City of all Contractor or Subcontractor caused spills or releases of Hazardous Materials, and pay the cost to promptly clean up all such spills or releases and any associated fines or penalties. The Contractor shall maintain documentation of the clean up and disposal all Contractor or Subcontractor caused spills or releases of Hazardous Materials.
- C. If the Contractor fails to adequately maintain or cleanup the Site, City may, after written Notice to the Contractor, sweep surfaces or remove the dirt, mud, waste materials, rubbish, or hazardous materials and charge all reasonable costs of such work to the Contractor.

### **3.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS**

- A. Contractor shall protect from damage all existing structures, curbs, gutters, sidewalks, equipment, improvements, utilities, trees, and vegetation not shown in the Contract Documents to be removed or modified at or near the Site. Contractor shall repair, at no cost to City, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, City may have the necessary work performed and deduct or charge the cost to Contractor or exercise its rights under the Performance and Payment Bond. If there are insufficient funds remaining, excluding retention, the Contractor shall pay City for the costs associated with protection and repairing the damages.

### **3.12 PERMITS, LAWS, REGULATIONS AND TAXES**

- A. Except those permits, easements, and variances specified in the Contract as having been previously obtained by City, all permits, licenses, easements and variances necessary for the execution of the Work shall be secured and paid for by the Contractor. The Contractor shall identify, apply for, and pay for such permits and licenses at the earliest possible time so as to avoid any delay to the Work arising from the permitting and/or licensing process. No actions taken by City to aid the Contractor in securing any permit or license shall relieve the Contractor of any obligations to secure any such permit or license.
- B. The Contractor shall maintain all stamped permit sets of documents at the Site during construction, in good condition and as required by local ordinances.
- C. The Contractor shall perform the Work in full compliance with local, state and federal laws, ordinances, resolutions and regulations, and with permit, license, easement, and variance conditions pertaining to the conduct of the Work. The Contractor shall defend, indemnify, and hold City, its elected officials, officers, agents and employees harmless from any assessment of fines, penalties, or damages arising from violations of the same by the Contractor or Subcontractors. The Contractor shall pay and provide proof of payment for any assessments of fines, penalties or damages. The Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements.

- D. The bid form may include a line item for sales tax on the whole amount, or on items which are not exempt from tax under Washington State Department of Revenue rules, including WAC 458-20-170 and WAC 458-20-171. Unless there are separate line items in the bid form for Washington State sales tax, Contractor shall include all sales tax in its lump sum bid or unit prices. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability. Except as provided above, the Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid by City under the Contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the amount of any taxes.

### **3.13 PATENTS AND ROYALTIES**

- A. The Contractor shall assume all costs or fees relating to royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Work under this Contract or with the use of completed Work by City.

### **3.14 CONTRACTOR'S CERTIFICATION**

#### **A. Conflict of Interest**

The Contractor certifies (and shall require each Subcontractor to certify) that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives acquires such a conflict of interest, the Contractor shall immediately disclose such interest to City and take action immediately to eliminate the conflict or to withdraw from this Contract, as City may require.

#### **B. Contingent Fees and Gratuities**

The Contractor, by entering into this Contract with City to perform or provide work, services or materials, has thereby covenanted:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee may be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Contractor or any of its agents, employees or representatives, to any official member or employee of City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending thereof, or the making of any determination with respect to the performance of this Contract. The Contractor certifies that it has not made any contributions to any person or entity as a condition of doing business with City and it has disclosed to City all attempts by any person to solicit such payments.

### **3.15 DEVIATION FROM CONTRACT**

- A. The Contractor shall not make an alteration, variation, addition, deviation, or omission from the requirements of the Contract Documents without the prior written consent of the Engineer.
- B. Any alteration, variation, addition, deviation, or omission by the Contractor shall not result in any extra compensation or extension of time.

### **3.16 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS**

#### **A. Temporary Buildings and Utilities**

Temporary buildings (including storage sheds, shops, and offices) and utilities may be erected by Contractor on the Site only with the consent of City and without expense to City. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by the Contractor at its expense upon completion of the Work.

#### **B. Disposal/Removal of Materials**

The Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal of all materials and components. The Contractor shall provide City with a copy of all manifests and receipts evidencing proper disposal when required by City or applicable law.

#### **C. Protection and Care of Contractor's Materials and Equipment**

The Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Site. Materials and equipment may be stored on the Site at the Contractor's own risk and with prior written approval from City. When the Contractor uses any portion of the Site as a shop, the Contractor shall be responsible for any repairs, patching, or cleaning arising from such use and for obtaining any necessary permits to establish such shop or temporary storage facilities.

### **3.17 CONTRACTOR'S OVERALL RESPONSIBILITY FOR PROTECTION OF WORK, PROPERTY, AND PERSONS**

- A. The Contractor shall be responsible for conditions of the Site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the Site. This obligation shall apply continuously and shall not be limited to normal working hours. City's inspection of the Work or presence at the Site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall protect and be responsible for any damage or loss to the Work or to the materials and equipment associated with the Work until the date of

Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, Subcontractors, Suppliers, or third parties authorized or allowed on the Site by the Contractor until Final Acceptance.

- D. The Contractor shall also be solely and completely responsible for damages arising from the Work that affect property adjacent to the Site.
- E. The Contractor shall repair or replace without cost to City any damage or loss that may occur, except damages or loss caused by the acts or omissions of City.
- F. The Contractor shall erect and maintain adequate steel plates, signs, fencing, barricades, lights or security measures and persons to protect the Work until the Engineer authorizes in writing the removal of signs, fencing, barricades, lights or security measures.
- G. The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass through the Project Site with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks and paths within the Project Site, keeping them open and in good, clean, safe condition at all times.

### **3.18 PROTECTION OF PERSONS**

- A. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be affected by such Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be to manage and coordinate the safety programs and to prevent accidents of the Contractor and Subcontractors.
- B. Except as otherwise stated in the Contract, if the Contractor encounters, on the Site, material reasonably believed to be Hazardous Material that Contractor shall immediately stop work in the area affected and give Notice of the condition to City. Work in the affected area shall not be resumed without written direction by City.
- C. To protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries including, without limitation, all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the Work may be considered a breach of this Contract.

### **3.19 SAFETY PROGRAM**

The Contractor shall prepare and maintain a written site specific "Safety Program" demonstrating the methods by which all applicable safety requirements of this Contract will be met. The Contractor shall ensure its Subcontractors and Suppliers have a written "Safety Program" or formally adopt the Contractor's site specific "Safety Program." The

Contractor shall conduct a weekly safety meeting with all Subcontractors and others on the Site to discuss general and specific safety matters.

### **3.20 ARCHAEOLOGICAL AND HISTORICAL PRESERVATION**

The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW entitled Archaeological Sites and Resources. The Contractor shall immediately notify the City if any artifacts, skeletal remains or other archaeological resources (as defined under RCW 27.53.040 now and as hereinafter amended) are unearthed during excavation or otherwise discovered on the Site.

### **3.21 WATER POLLUTION CONTROL REQUIREMENTS**

The Contractor shall comply with and be liable for all penalties, damages and violations under Chapter 90.48 RCW including any regulations issued pursuant thereto in the performance of the Work.

### **3.22 EASEMENTS**

If the Contractor makes arrangements for use of additional public and/or private property, the Contractor, prior to using such property, shall provide the Engineer with written permission of the landowner, or duly authorized agent of such landowner, for such use.

### **3.23 TITLE VI / NONDISCRIMINATION ASSURANCES**

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

#### **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

#### **2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

#### **3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

#### **4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

#### **5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or,
- Cancellation, termination, or suspension of the contract, in whole or in part.

#### **6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

#### **4.1 TIME OF ESSENCE**

All time requirements set forth in the Contract Documents are of the essence.

#### **4.2 WORK PROGRESS**

A. The Contractor shall be required to:

1. Prosecute the Work diligently with adequate forces;
2. Plan, coordinate, and layout the Work in advance so as to avoid delay; and
3. Achieve Substantial Completion of the Work and Final Acceptance in accordance with the requirements of Contract Documents.

#### **4.3 SCHEDULE OF VALUES**

A. Unless otherwise specified, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to City a detailed Schedule of Values that identifies the various activities of the Work and their values and quantities, including the overhead and profit for each activity. The Contractor warrants that the values identified in its Schedule of Values accurately reflect the value of each work activity. The Schedule of Values shall be used as a basis for calculating all Progress Payments. Payment for Contract Work shall be made only for and in accordance with those activities identified in the Schedule of Values.

- B. The Contractor shall not be entitled to, nor shall City be required to make, payment for any Contract Work until the Schedule of Values has been accepted by City. Such acceptance shall not be unreasonably withheld.
- C. City shall review and accept the Schedule of Values or provide the Contractor with a written explanation of why the Schedule of Values was not acceptable. City shall use reasonable efforts to review the Schedule of Values within thirty (30) days of City's receipt of the Contractor's submittal of its Schedule of Values. City's acceptance of the Schedule of Values shall not relieve the Contractor from its sole responsibility for the accuracy of the Schedule of Values and its compliance with all Contract requirements. The Contractor shall revise the Schedule of Values as necessary to accurately reflect Change Orders.
- D. Each Application for Payment shall include a current status of the Schedule of Values. No Application for Payment will be considered until the current status of the Schedule of Values has been submitted and accepted.
- E. The activities, which the Contractor identifies within its Schedule of Values, shall be specifically referenced within, and conform and be consistent with the activities set forth within the Project Schedule.

#### **4.4 PROJECT SCHEDULE**

- A. Unless otherwise specified, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to City a Project Schedule. The Project Schedule shall show the sequence in which the Contractor proposes to perform the Work, indicate the Critical Path, identify the dates on which the Contractor proposes to start and finish the scheduled activities of the Contract Work, indicate Substantial Completion within the Contract Time, indicate a date for Final Acceptance, and meet all the requirements as may be set forth in the Contract Documents.
- B. Within thirty (30) days of City's receipt of the Contractor's submittal of its Project Schedule or unless stated elsewhere in the Contract, City shall review the Project Schedule and provide the Contractor with written comments. City will review the Project Schedule only to determine whether the Project Schedule meets the requirements in the Technical Specifications on Project Schedule. To the extent the Project Schedule does not meet such Technical Specifications, the Contractor shall revise the Project Schedule to make it compliant.
- C. By reviewing the Project Schedule and providing written comments, City is not approving or adopting the Contractor's plan, schedule, means, methods, techniques, sequences, or procedures required to perform the Work. Review and comment by City of the Project Schedule shall not relieve the Contractor from the sole responsibility for the accuracy of a Project Schedule, and its compliance with all Contract requirements, and its responsibility to meet all required Contract completion dates. Failure by City to indicate items on the Project Schedule that do not conform with the Contract requirements shall not alter or waive the Contract requirements or relieve the Contractor from complying with all Contract requirements.
- D. The Contractor shall not be entitled to, nor shall City be required to make payment for any Contract Work until the Project Schedule complies with all Contract requirements.
- E. The Contractor shall schedule the Contract Work so that the Contract Work is completed within the Contract Time. Float in the project Schedule shall be defined as the period of time measured by the number of days each non-critical path

activity may be delayed before it and its succeeding activities become part of the Critical Path. Contractor and Owner may both utilize float to offset delays to the Work.

- F. The Contractor shall regularly enter the actual progress of the Work and Contract Time extensions, if any, approved by City on the Project Schedule. Updated Project Schedules shall reflect actual progress and completion within the Contract Time and shall be provided to City with each Application for Payment in format(s) as required by the Contract. Applications for Progress Payments will not be considered by City and the Contractor will not be paid until the Contractor complies with these requirements. The updated Project Schedule shall be used to assist City in verifying the appropriate payment.
- G. If, in the opinion of City, the Contractor falls behind in its progress of the Work due to acts or omissions of the Contractor, Subcontractors, and Suppliers, the Contractor shall take all necessary steps to improve its progress and bring its progress back in-line with the accepted Project Schedule, without additional cost to City. In this circumstance the Contractor shall, as necessary, increase the number of shifts, overtime operations, and/or days of work, both on and off the Site, and submit for acceptance any supplementary schedule or schedules as City deems necessary to demonstrate how the accepted rate of progress will be regained. Failure of the Contractor to comply with the requirements under these provisions shall be grounds for a determination by City that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, City may pursue any right it has under the law or the Contract, including but not limited to default termination.

#### **4.5 SUBMITTALS**

- A. Submittals include shop drawings, setting and erection drawings, schedules of materials, product data, samples, certificates and other information prepared for the Work by the Contractor or a Subcontractor as set forth in the Technical Specifications ("Submittals"). The Contractor shall perform no portion of the Work requiring Submittals until the Submittals have been reviewed and returned by City with one of the following annotations: (1) no exceptions taken, or (2) note markings.
- B. When submitting information, the Contractor shall identify and state reasons for any alteration, variation, addition, deviation, or omission from the Contract. The Contractor shall not perform work that alters, varies, adds to, deviates from, or omits any requirement of the Contract Documents without prior specific written acceptance by City.
- C. The Contractor shall provide Submittals with reasonable promptness and in such sequence as to facilitate the timely completion of the Contract.
- D. City shall review the Contractor's Submittals and respond in writing with reasonable promptness so as not to unreasonably delay the progress of the Work. Unless otherwise agreed, no delay to the Work shall be attributable to the failure by City to respond to a Submittal until thirty (30) days after the Submittal is received by City, and then only if failure by City to respond is unreasonable and affects the Contract completion date.
- E. If the Contractor is required to resubmit a Submittal, any revisions on resubmittals shall be specifically identified in writing and the resubmitted Submittal shall be sequentially alpha denoted (for example: 22A followed by 22B, etc.) and note revisions in numerical order. The cost of the review of the initial Submittal and the first revised submittal shall be borne by City. The costs of all



additional revised Submittals shall be charged to the Contractor. The cost of review shall include, without limitation, administrative, design, and engineering activities directly related to review of Submittals. City may deduct these costs from any amounts due the Contractor.

- F. City shall review the Contractor's Submittals only for conformance with the design of the Work and compliance with the Contract. Review of the Submittals are not conducted to verify the accuracy of dimensions, quantities, or calculations, the performance of materials, systems, or equipment, or construction means, methods, techniques, sequences, or procedures, all of which remain the Contractor's responsibility. Failure by City to take exception to a Submittal shall not relieve the Contractor from any duty, including its responsibility for errors or omissions in Submittals, its duty to make Submittals and duty to perform the Work according to the requirements of the Contract. City's review of a Submittal shall not alter or waive the requirements of the Contract unless City has issued prior written approval of such change or alteration of the Contract requirements.
- G. The Contractor's failure to identify any error, deviation, or omission and subsequent acceptance of the Submittal by City shall not relieve the Contractor from complying with the Contract requirements.

#### **4.6 REQUESTS FOR INFORMATION**

- A. If the Contractor determines that some portion of the drawings, specifications or other Contract Documents require clarification or interpretation by City because of an apparent error, inconsistency, omission, or lack of clarity in the Contract, the Contractor shall promptly submit a Request For Information ("RFI") and, unless otherwise directed, shall not proceed with the affected work until City has responded to the RFI. The Contractor shall plan its work in an efficient manner so as to allow for timely responses to RFIs.
- B. City shall respond in writing with reasonable promptness to Contractor's RFI.
  - 1. At the request of the Engineer, the Contractor shall prioritize its RFIs, identify a date by which the Contractor prefers the RFI be answered, and reasons for such priority.
  - 2. If the Contractor submits a RFI on an activity less than thirty (30) days prior to the commencement of that activity, the Contractor shall not be entitled to any time extension or adjustment in Contract Price due to the time it takes City to respond to the RFI provided that City responds within fifteen (15) days. No delay to the Work or damages to the Contractor shall be attributable to the failure by City to respond to the RFI until fifteen (15) days after City's receipt of the RFI, and then only if the failure by City to respond is unreasonable and affects the Contract completion date.
- C. City's response to a RFI shall not be considered a change to the Contract requirements unless it is accompanied by a Request for Change Proposal. If the Contractor believes that City's response to the RFI constitutes changed work impacting Contract Price or Contract Time, the Contractor shall submit a Notice of Claim, Supplemental Information and a Request for Change Order to City in accordance with Articles 5, *Changes to the Contract*.

#### **4.7 TESTS, INSPECTIONS, AND ACCESS TO THE WORK**

- A. Contractor shall be responsible for inspection and quality assurance of all the Work including all work performed by any Subcontractor. The Contractor shall document and maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract. The Contractor shall maintain all documentation related to testing and inspection and make such documentation available to City at its request. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to City, or with the appropriate public authority. If any governmental, regulatory, or permitting authority requires any portion of the Work to be inspected, tested, or approved, the Contractor shall make all arrangements for and cooperate with such inspections, tests, and approvals so as not to delay completion of the Work. The Contractor shall bear all related costs of tests, inspections, and approvals. The Contractor shall give City at least three (3) days' Notice of: (1) when the work is ready to be tested and inspected and (2) when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to City upon request.
- B. The Contractor shall cooperate with City in the performance of any tests and inspections of the Work. The Contractor has the duty to coordinate all tests and inspections in a manner, which does not negatively impact Contractor's compliance with the Contract.
- C. If any Work required to be inspected, tested, or approved is covered without such inspection, testing or approval being obtained, it must, if requested by City, be uncovered for observation, and such uncovering shall be at Contractor's expense.
- D. City may, at any reasonable time and at its own cost, conduct inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract. City shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract. City inspection and tests are for the sole benefit of City and do not:
  - 1. Constitute or imply acceptance;
  - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
  - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
  - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract; or
  - 5. Impair City's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- E. Neither observations by an inspector retained by City, the presence or absence of such inspector on the Site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract. Inspectors are not authorized to change any term or condition of the Contract.
- F. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by City. City may charge

Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. City shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

**4.8 CORRECTION OF WORK OR DAMAGED PROPERTY**

- A. If material, equipment, workmanship, or work proposed for, or incorporated into the Work, does not meet the Contract requirements or fails to perform satisfactorily, City shall have the right to reject such work by giving the Contractor written notice and may require the Contractor to promptly repair, replace or correct it at no cost to the City.
- B. If the Contractor does not repair, replace or correct and/or remove defective or non-conforming Work or repair damaged property as required by City, in manner and/or schedule, City or City's designee may repair, replace or correct and/or remove it and deduct the cost of such effort from any payment due the Contractor.
  - 1. If the remaining payments due the Contractor are not sufficient to cover City's cost of remedying the defective or non-conforming Work, the Contractor shall pay the difference to City.
- C. The Contractor shall be liable for all damages and costs incurred by City caused by defective or non-conforming work or workmanship, including but not limited to all special, incidental, or consequential damages incurred by City.

**4.9 SUBSTITUTION OF PRODUCTS & PROCESSES**

- A. Substitutions requested by the Contractor will be subject to City's prior written acceptance and at City's sole discretion.
- B. Requests for substitution must specifically identify:
  - 1. Material, equipment, and labor costs included in the Contractor's bid associated with the original item to be substituted;
  - 2. All costs for material, equipment, labor associated with the proposed substitution, including any impact costs;
  - 3. Proposed change to the Contract Price and/or Contract Time; and
  - 4. Compatibility with or modification to other systems, parts, equipment or components of the Project and Contract Work.
- C. Contractor shall provide all documentation supporting its request as requested by City.
- D. All costs of any redesign or modification to other systems, parts, equipment or components of the Project or Contract Work, which result from the substitution, shall be borne by the Contractor.
- E. When City approves a substitution proposed by the Contractor, the Contractor shall guarantee the substituted article or materials to be equal to, or better than, those originally specified and shall be compatible with all other systems, parts, equipment or components of the Project and Contract Work. City has the right to order an unaccepted, substituted article removed and replaced without additional cost to City.

- F. City has a right to a deductive Change Order if the substituted product or process is less costly than the contractually required product or process.
- G. If City does not accept the substitution proposal the Contractor shall proceed, without delay or cost to City, with the Contract Work as originally specified.

#### **4.10 INCREASED OR DECREASED QUANTITIES**

- A. Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the contract. When the accepted quantity of work performed under a unit item varies from the original proposal quantity, payment will be at the unit contract price for all work unless the total accepted quantity of any contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original proposal quantity. In that case, payment for contract work may be adjusted as described herein:
  - 1. The adjusted final quantity shall be determined by starting with the final accepted quantity measured after all work under an item has been completed. From this amount, subtract any quantities included in additive change orders accepted by both parties. Then, to the resulting amount, add any quantities included in deductive change orders accepted by both parties. The final result of this calculation shall become the adjusted final quantity and the basis for comparison to the original proposal quantity.
    - a. Increased Quantities: Either party to the contract will be entitled to renegotiate the price for that portion of the adjusted final quantity in excess of 1.25 times the original proposal quantity. The price for excessive quantities will be determined by agreement of the parties, or, where the parties cannot agree, the price will be determined by the City based upon the actual costs to perform the work, including markup for overhead and profit in accordance with Paragraph 6.3, *Allowable Costs*.
    - b. Decreased Quantities: Either party to the contract will be entitled to an equitable adjustment if the adjusted final quantity of work performed is less than 75 percent of the original bid quantity. The equitable adjustment shall be based upon and limited to three factors:
      - i. Any increase or decrease in unit costs of labor, materials or equipment, utilized for work actually performed, resulting solely from the reduction in quantity;
      - ii. Changes in production rates or methods of performing work actually done to the extent that the nature of the work actually performed differs from the nature of the work included in the original plan; and
      - iii. An adjustment for the anticipated contribution to unavoidable fixed cost and overhead from the units representing the difference between the adjusted final quantity and 75% of the original plan quantity.
- B. The following limitations shall apply to renegotiated prices for increases and/or equitable adjustments for decreases:
  - 1. Labor, materials and equipment rates shall be actual costs but shall not exceed the rates set forth in Paragraph 6.3, *Allowable Costs* nor shall overhead and profit exceed the rates set forth in Paragraph 6.3, *Allowable Costs*.

2. No payment for consequential damages or loss of anticipated profits will be allowed because of any variance in quantities from those originally shown in the proposal form, contract provisions, and contract plans.
  3. The total payment (including the adjustment amount and unit prices for work performed) for any item which experiences an equitable adjustment for decreased quantity shall not exceed 75% of the amount original bid for the item.
- C. If the adjusted final quantity of any item does not vary from the quantity shown in the proposal by more than 25% then the Contractor and the City agree that all work under that item will be performed at the original contract unit price and within the original time for completion.
  - D. When ordered by the Engineer, the Contractor shall proceed with the work pending determination of the cost or time adjustment for the variation in quantities.
  - E. The Contractor and the City agree that there will be no cost adjustment for decreases if the City has entered the amount for the item in the proposal form only to provide a common proposal for bidders.

## **ARTICLE 5: CHANGES TO THE CONTRACT**

### **5.1 GENERAL**

- A. No provisions of the Contract may be amended or modified except by written agreement signed by the City.
- B. All Change Order work shall be performed in accordance with the original Contract requirements unless modified in writing by City.
- C. Any response to a Request For Information, or other directive, direction, instruction, interpretation, or determination (hereinafter referred to as "Direction" for the purposes of Article 5), provided by City is not considered a Change Order, a change to Contract requirements, and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price and/or Contract Time.
- D. The Contractor shall not be entitled to any change in the Contract Price and/or Contract Time under the following conditions or events:
  1. They were reasonably foreseeable at the time the Contractor submitted its bid;
  2. They were caused by the acts of the Contractor, Subcontractor and/or Supplier, including but not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, and failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.
- E. The Contract requirements for time and price impacts related to Change Orders are set forth in Article 6, *Time and Price Adjustments*.
- F. If there is a bid item for "Minor Changes," payments or credits for changes that cost \$5,000 or less and do not affect time, may, at the discretion of the City, be made under that bid item in lieu of the procedures set forth in Sections 5.1 – 5.6. A Minor Change will be documented by a written Order for a Minor Change or by a notation confirming an oral agreement.

## 5.2 CONTRACTOR'S REQUEST FOR A CHANGE ORDER

- A. Notice of Claim and Supplemental Information. If the Contractor believes that it is entitled to additional compensation and/or time for any reason (other than for a differing site condition under Section 5.2), or if the Contractor disagrees with any written or oral direction, instruction, interpretation or determination from the City, the Contractor shall
- (1) Provide the Engineer with a written Notice of Protest before doing any work or incurring any costs for which it may seek additional compensation or time from the City.
  - (2) Supplement the written Notice of Protest within 14 days with a written statement that includes the following:
    - a. The date, circumstances, and basis of entitlement to additional compensation and/or time;
    - b. The estimated dollar cost of the protested work and a detailed breakdown showing how that estimate was determined;
    - c. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption;
    - d. Substantive basis of the Request;
    - e. If the protest is continuing, the information required above shall be supplemented upon request by the Engineer until the protest is resolved; and
    - f. The Contractor waives all claims for additional compensation and time if it fails to provide both a timely Notice of Claim and Supplemental Information with the information required by this Section.
- B. Request for Change Order.
1. A Request for a Change Order must be submitted in writing to the Engineer no later than thirty-five (35) days after the Contractor submitted its supplemental information pursuant to Paragraph 5.1(A)(2).
  2. The Request for a Change Order shall include:
    - a. Specific dollar amount covering all costs associated calculated in accordance with Article 6, *Time and Price Adjustments*;
    - b. Specific request for time extension (number of days) calculated in accordance with Article 6, *Time and Price Adjustments*;
    - c. A copy of the written Notice of intent, including all attachments;
    - d. All documentation supporting the Request for a Change Order, including but not limited to a cost proposal prepared using the forms provided by City, all cost records, schedule analysis, and the documents identified in §00700, ¶3.10, *Maintenance and Inspection of Documents*, that are in any way relevant to the Contractor's Request for Change Order; and
    - e. The Contractor waives all claims for additional compensation and time if it fails to provide a timely Request for Change Order with the information required by this Section.
- C. City's Response to Contractor's Request for Change Order.

1. City will make a written determination with respect to the Contractor's Request for Change Order within thirty (30) days of receipt of said Request, unless one of the following activities occurs.
    - a. City may request additional information and specify a time period for receipt of the information. The Contractor shall comply with City's request for additional information.
    - b. City may inform the Contractor that additional time is needed to review the Contractor's Request for Change Order and identify a date certain when a decision will be rendered.
  2. If City requests additional information, City will make a written determination within thirty (30) days receipt of Contractor's additional information.
  3. If City does not make a determination within the applicable time period, the Request For Change Order is deemed denied.
- D. Approval of Request for Change Order and Execution of Change Order. If City determines that a Change Order is necessary, the parties may negotiate acceptable terms and conditions and execute a Bilateral Change Order or City may issue a Unilateral Change Order.
- E. Contractor Procedure upon Denial or Deemed Denial of a Request for a Change Order. If the Contractor disagrees with the denial, the Contractor's sole remedy shall be to file a fully documented Claim within thirty (30) days of deemed denial or the Contractor's receipt of the denial in accordance with Article 9, *Claims and Litigation*.
- F. Contractor's Obligation to Continue to Work. Pending resolution of the Contractor's Request for a Change Order, the Contractor shall continue to perform all Work including, at the written request of City that work associated with the pending Request for Change Order. The Contractor shall maintain its progress with the Work.
- G. Waiver. Failure to follow the provisions set forth herein shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of any alleged direction, instruction, interpretation, determination by City and/or the event or impact to the Project.

### 5.3 DIFFERING SITE CONDITIONS

- A. Immediate Written Notice to City. If the Contractor encounters a Differing Site Condition as defined in Article 1.0 the Contractor shall immediately, and before the conditions are disturbed, give written Notice to City of Differing Site Conditions.
- B. Request for Change Order based on Differing Site Condition. Unless otherwise agreed upon in writing by the Engineer, within forty-five (45) days of the Contractor's initial written notification of the Differing Site Condition to City, the Contractor shall provide a Request for Change Order that includes all elements required for such a request, including:
  1. A detailed description of the Differing Site Condition; and
  2. Substantive, contractual, and technical basis supporting the existence of the Differing Site Condition and its impacts.
- C. Waiver.

1. If the Contractor's actions disturb the Site such that City or City's designee cannot adequately and fully investigate the alleged differing site condition, the Contractor waives its right to receive any additional time or money as a result of the Differing Site Condition.
  2. Failure by the Contractor to provide either (a) immediate Notice or (b) Request for Change Order shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of the Differing Site Condition.
  3. The Contractor shall be responsible for any and all costs or damages incurred by City resulting from the Contractor's failure to provide appropriate notice and/or the Detailed Description and Request for Change Order.
- D. City's Response to the Differing Site Condition Request for Change Order. City shall investigate the alleged Differing Site Conditions and respond to the Differing Site Condition in accordance with the Request for Change Order procedures set forth above.
- E. Contractor's Obligation to Continue to Work. The Contractor shall not disturb the condition until receipt of written authorization from the Engineer that work can resume at the location of the alleged Differing Site Condition. The Contractor shall continue with performance of all other Work.

#### **5.4 SUSPENSION OF WORK**

##### **A. City Issues Directive Suspending Work**

1. City may order the Contractor, in writing, to suspend all or any part of the Work of this Contract for the period of time that City determines appropriate for the convenience of City. The Contractor shall not suspend the Work without written direction from City specifically authorizing the Suspension of Work.
2. Upon receipt of a written Notice suspending the Work, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize costs attributable to such suspension. Within a period up to 120 days after the suspension notice is received by the Contractor, or within any extension of that period which City requires, City shall either:
  - a. Cancel the written notice suspending the Work; or
  - b. Terminate the Work for either default or convenience.
3. If a written notice suspending the Work is canceled or the period of the Suspension or any extension thereof expires, the Contractor shall resume Work as required by City.
4. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended by the written direction of City, the Contractor may be entitled to an adjustment in the Contract Time, or Contract Price, or both, for increases in the time or cost of performance directly attributable to the suspension and provided that the Contractor sufficiently documents all costs and time impacts attributable to the suspension. No adjustments to Contract Price and/or Contract Time shall be allowed unless the Contractor can demonstrate that the period of suspension caused by City impacted Critical Path and delayed the Contractor from completing the Work on time.



**B. Constructive Suspension of Work**

1. If the Contractor believes that some action or omission on the part of City constitutes constructive suspension of Work, the Contractor shall immediately notify City in writing that the Contractor considers the actions or omission a constructive suspension of Work.
- C. To the extent the Contractor believes it is entitled to any additional money or time as a result of the suspension of Work or constructive suspension, Contractor shall submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.
- D. Failure to comply with these requirements shall constitute a waiver of Contractor rights to any adjustment in Contract Time and/or Contract Price.
- E. No adjustment shall be made under this provision for any suspension to the extent that Contractor's performance would have been suspended, delayed, or interrupted as a result of actions, omissions, fault or negligence caused, in whole or in part, by the Contractor or any of its Subcontractors.

**5.5 FORCE MAJEURE**

- A. To the extent the Contractor believes it is entitled to any additional time as a result of Force Majeure, Contractor shall submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.
- B. Contractor shall not be entitled to a change in Contract Price resulting from an act of Force Majeure.
- C. Contractor is not entitled to an adjustment in Contract Time if the act of Force Majeure did not impact progress of the Work on the Critical Path and delay the Contractor from completing the Work within the Contract Time.
- D. When a Contractor experiences concurrent delay caused by either City or Contractor and an act of Force Majeure, the Contractor shall only be entitled to an change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.

**5.6 CHANGE ORDERS**

**A. Bilateral Change Orders**

1. If City and Contractor reach agreement on the terms and conditions of any change in the Work, including any adjustment in the Contract Price and Contract Time, such agreement shall be incorporated into a Change Order and signed by both Parties. Such Bilateral Change Orders shall represent full and complete payment and final settlement of all changes, Claims, damages or costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, stand-by, and any other costs or damages related to any work either covered or affected by the Change Order, or related to the events giving rise to the Bilateral Change Order.

B. Unilateral Change Order

1. City's Right to Issue Unilateral Change Order.

- a. City may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to the sureties, making changes within the general scope of this Contract.
- b. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Work, City may make an adjustment in the Contract Price, Contract Time, or both, in accordance with Articles 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*.

2. Contractor Disagreement with Unilateral Change Order. If the Contractor disagrees with the adjustment to the Contract Price and/or Time as indicated in the Unilateral Change Order, the Contractor must submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.

3. Contractor's Obligation to Continue to Work. The Contractor is required to continue with performance of all Work, including work associated with the Unilateral Change Order.

**5.7 CITY REQUEST FOR A CHANGE PROPOSAL**

A. Request. City may request a written Change Proposal from the Contractor for a change in the Work.

B. Contractor's Proposal. Contractor shall submit its written Change Proposal within the time specified in City's request with the costs shown in a form acceptable to the City. The Change Proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Work, including any adjustments in the Contract Time.

C. City's Acceptance of Contractor Proposal. If City accepts the Change Proposal as submitted by the Contractor or as negotiated by the parties, City shall notify the Contractor in writing of its acceptance of the Proposal and direct that the change in the Work be performed.

D. Execution of a Bilateral Change Order. After acceptance of the Change Proposal or acceptance of the negotiated Change Proposal, City shall direct the Contractor to perform the work in accordance with the agreed upon terms; thereafter, the Parties shall execute a bilateral Change Order in accordance with the terms of the Change Proposal or negotiated Change Proposal.

E. Execution of Unilateral Change Order. If City does not accept the Change Proposal or the Parties cannot agree upon the appropriate price or terms for the Change Proposal, City may issue a unilateral Change Order.

**ARTICLE 6: TIME AND PRICE ADJUSTMENTS**

**6.1 CHANGE IN THE CONTRACT TIME**

A. The Contract Time shall only be changed by a Change Order.

- B. No change in the Contract Time shall be allowed to the extent the time of performance is changed due to the fault, act, or omission of Contractor, or anyone for whose acts or omissions the Contractor is responsible.
- C. Contractor is not entitled to a change in Contract Time unless the progress of the Work on the Critical Path is delayed and completion of the Contract Work within Contract Time is delayed.
- D. When a Contractor experiences concurrent delays which impact the Critical Path and are caused by (1) City and the Contractor; (2) City and an act of Force Majeure; or, (3) the Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.
- E. A Request for Change Order that includes a request for an adjustment in the Contract Time shall:
  - 1. Be in writing and delivered to City within the appropriate time period specified in Article 5, *Changes in the Contract*.
  - 2. Include a clear explanation of how the event or conditions specifically impacted the Critical Path and overall Project Schedule and the amount of the adjustment in Contract Time requested.
  - 3. Be limited to the change in the Critical Path of a Contractor's Project Schedule, and any updates, attributable to the event or conditions, which caused the request for adjustment. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all Work under the Contract or timely completion of a portion of the Work for which time of completion is specific. Contractor shall be responsible for showing clearly on the Project Schedule, and any updates, that the event or conditions:
    - a. Had a specific impact on the Critical Path and was the sole cause of such impact;
    - b. Could not have been avoided by resequencing of the Work or other reasonable alternatives; and
    - c. Will prevent the Contractor from completing the Project within the current Contract completion date.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

## **6.2 CHANGE IN THE CONTRACT PRICE**

- A. The Contract Price shall only be changed by a Change Order.
- B. No change in the Contract Price shall be allowed when:
  - 1. Contractor's changed cost of performance is due to the fault, acts, or omissions of Contractor, or anyone for whose acts or omissions Contractor is responsible, including its subcontractors and suppliers;
  - 2. The change is concurrently caused by Contractor and City; or
  - 3. The change is caused by an act of a third party or Force Majeure.

- C. City shall not be responsible for, and the Contractor shall not be entitled to any compensation for unallowable costs. Unallowable costs include, but are not limited to:
1. Interest or attorney's fees of any type other than those mandated by Washington state statute;
  2. Claim preparation or filing costs;
  3. The cost of preparing or reviewing Change Proposals or Requests for Change Orders;
  4. Lost profits, lost income or earnings;
  5. Costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site;
  6. Lost earnings or interest on unpaid retainage;
  7. Claims consulting costs;
  8. The costs of corporate officers or staff visiting the Site or participating in meetings with City;
  9. Loss of other business; and/or
  10. Any other special, consequential, or incidental damages incurred by the Contractor, Subcontractor, or Suppliers.
- D. A Request for Change Order that includes a request for an adjustment in Contract Price shall:
1. Be in writing and delivered to City within the applicable time period specified in Article 5, *Changes to the Contract*.
  2. Identify the following information:
    - a. The event or condition which caused the Contractor to submit its request for an adjustment in the Contract Price;
    - b. The nature of the impacts to Contractor and its Subcontractors, if any; and
    - c. The amount of the adjustment in Contract Price requested calculated in accordance with Paragraph 6.3, *Allowable Costs*, and using forms provided by City.
  3. Any requests by Contractor for an adjustment in the Contract Price and in the Contract Time that arise out of the same event or conditions shall be submitted together.
- E. The adjustments to the Contract Price provided for in this Article represent full, final, and complete compensation for all work done in connection with the request for an adjustment in Contract Price and all costs related to, resulting from, or affected by such change in Work including, but not limited to, all direct and indirect costs, overhead, profit, and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related to the events giving rise to the change.

### **6.3 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE**

- A. One of the following methods shall be used to calculate damages and/or adjustments to the Contract Price that result from or relate to Change Proposal, Request for Change Order, and/or Claim.
- B. Determination of the method to be used to calculate adjustments in the Contract Price shall be at the sole discretion of City.
- C. One of the following methods shall be used:
  - 1. Unit Price Method;
  - 2. Firm Fixed Price Method (also known as Lump Sum); or
  - 3. Time and Materials Method.

#### **D. Unit Price Method**

- 1. The City may direct the Contractor to perform extra work on a Unit Price basis. Such authorization shall clearly state the:
  - a. Scope of work to be performed;
  - b. Applicable Unit Price; and
  - c. Not to exceed amount of reimbursement as established by City.
- 2. The applicable unit price shall include reimbursement for all direct and indirect costs of the work, including Overhead and profit, as limited by paragraph 6.3, *Allowable Costs*.
- 3. Contractor shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by City.

#### **E. Firm Fixed Price Method**

- 1. The Contractor and City may mutually agree on a fixed amount as the total compensation for the performance of changed work.
- 2. The Contractor shall provide a detailed cost breakdown supporting the Contractor's requested adjustment to Contract Price and any other financial documentation requested by the Engineer, as limited by paragraph 6.3, *Allowable Costs*.
- 3. Any adjustments to the Contract Price using the Firm Fixed Price Method shall include, when appropriate all reasonable costs for labor, equipment, material, Overhead and profit. Such labor, equipment, material, Overhead and profit shall be calculated in accordance with paragraph 6.3, *Allowable Costs*.
- 4. Whenever City authorizes Contractor to perform changed work on a Firm Fixed Price Method, City's authorization shall clearly state:
  - a. Scope of work to be performed; and
  - b. Total Fixed Price payment for performing such work.

#### **F. Time and Materials Method**

- 1. Whenever City authorizes the Contractor to perform work on a Time and Material basis, City's authorization shall clearly state:

- a. Scope of work to be performed; and
  - b. A not to exceed amount of reimbursement as established by City.
2. Contractor shall:
- a. Cooperate with City and assist in monitoring the work being performed;
  - b. Substantiate the labor hours, materials and equipment charged to work under the Time and Materials Method by detailed time cards or logs completed on a daily basis before the close of business each working day;
  - c. Present the time card and/or log at the close of business each day to the Engineer so that City may review and initial each time card/log;
  - d. Perform all work in accordance with this provision as efficiently as possible;
  - e. Not exceed any cost limit(s) without City's prior written approval; and
  - f. Maintain all records of the work, including all records of the Subcontractor, Supplier, and Materialmen, and make such records available for inspection as required in paragraphs 3.8, *Record Documents*, 3.9, *Cost Records*, and 3.10, *Maintenance and Inspection of Document*.
3. Contractor shall submit costs and any additional information requested by City to support Contractor's requested price adjustment.
4. The Contractor shall only be entitled to be paid for reasonable costs actually incurred by the Contractor. The Contractor has a duty to control costs. If City determines that the Contractor's costs are excessive or unreasonable, City, at its discretion, shall determine the reasonable amount for payment.

**G. Deductive Changes to the Contract Price**

1. A deductive change to the Contract Price may be determined by taking into account:
- a. Costs incurred and saved by the Contractor as a result of the change, if any;
  - b. The costs of labor, material, equipment, and overhead saved and profit unearned by the deleted work. These costs shall be calculated following as closely as possible with the provisions identified in Article 6, Time and Price Adjustments; and/or,
  - c. At the discretion of City, costs set forth in the documents used by the Contractor to develop its bid.
2. Where City has elected not to correct incomplete or defective Work, the adjustment in the Contract Price shall take into account:
- a. The costs the City would have to expend to correct the Work;
  - b. The decreased value to City resulting from the incomplete or defective Work; and,
  - c. The increased future costs which City may incur by reason of the incomplete or defective Work.

## H. Full Compensation

An adjustment calculated in accordance with the provisions of this Article shall be full and complete payment and final settlement of all changes, claims, damages and costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, standby, and/or any other costs or damages related to any Work either covered or affected by the changed Work, or related to the events giving rise to the change.

### 6.4 ALLOWABLE COSTS

- A. Any adjustments to the Contract Price shall be based on the following categories and shall incorporate markups for Overhead and profit as provided herein.
1. **Labor.** For all labor, including foreman supervision but excluding superintendents and other project management and consultants, the Contractor shall be reimbursed for labor costs provided herein. The labor cost of an event or condition shall be calculated as the sum of the following:
    - a. **Labor Rate.** The Labor Rate is the actual reasonable wage paid to the individual plus the actual reasonable costs incurred by the Contractor to cover costs associated with Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUCA), industrial insurance, fringe benefits, and benefits paid on behalf of labor by the Contractor. The applicable Labor Rates shall be multiplied by the number of hours reasonably expended in each labor classification because of the event or condition to arrive at a total cost of labor.
    - b. **Travel Allowance and/or Subsistence.** The labor calculation shall include the actual costs of travel and/or subsistence paid to the Contractor's employees engaged upon the Work when said payments are required by a labor agreement.
  2. **Materials.** The cost of materials resulting from an event or condition shall be calculated in one or more of the following methods, at City's election:
    - a. **Invoice Cost.** The Contractor may be paid the actual invoice cost of materials including actual freight and express charges and applicable taxes less all available discounts, rebates, and back-charges,. This method shall be considered only to the extent the Contractor's invoice costs are reasonable and the Contractor provides copies of vendor invoices, freight and express bills, and other evidence of cost accounting and payment satisfactory to City. As to materials furnished from the Contractor's stocks for which an invoice is not available, the Contractor shall furnish an affidavit certifying its actual cost of such materials and such other information as City may reasonably require;
    - b. **Wholesale Price.** The Contractor may be paid the lowest current wholesale price for which the materials are available in the quantities required, including customary costs of delivery and all applicable taxes less all available discounts, rebates, and back-charges; or

- c. **City Furnished Material.** City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no Claim for any costs, Overhead or profit on such materials. However, should the Contractor be required to pick up, transport and/or unload such materials the Contractor will be reimbursed for reasonable costs thereof.
- 3. **Equipment.** The additional cost, if any, of machine-power tools and equipment usage shall be calculated in accordance with the following rules:
  - a. **Equipment Rates.** The Contractor's own charge rates may be used if verified and approved by City and based on the Contractor's actual ownership and operating cost experience. Rental rates contained in published rate guides may be used if their cost formulas and rate factors are identifiable, reflect the Contractor's historical acquisition costs, utilization, and useful life, and do not include replacement cost, escalation contingency reserves, general and administrative expense, or profit. Rates shall be based on the Contractor's actual allowable costs incurred or the rates established according to the Rental Rate Blue Book for Construction Equipment, published by Equipment Watch, PRIMEDIA, whichever is less. The Rental Rate Blue Book established hourly equipment rate shall be the monthly rental rate for the equipment plus the monthly rental rate for required attachments, divided by 176 work hours per month, multiplied by the appropriate regional adjustment factor, plus the hourly operating cost. The established equipment rate shall apply for actual equipment usage up to eight hours per day. For all hours in excess of eight hours per day or 176 hours per month, the established equipment rate shall be the monthly rental rate plus the monthly rental rate for required attachments, divided by 352, multiplied by the regional adjustment factor, plus the hourly operating cost.
  - b. **Transportation.** If the necessary equipment is not already at the Site and it is not anticipated that it would be required for the performance of other work under the terms of the Contract, the calculation shall include a reasonable amount for the costs of the necessary transportation of such equipment.
  - c. **Standby.** The Contractor shall only be entitled to standby equipment costs if (a) the equipment is ready, able, and available to do the Work at a moment's notice; (b) Contractor is required to have equipment standby because of an event or condition solely caused by City and (c) the Contractor can demonstrate that it could have and intended to use the equipment on other projects/jobs. The Contractor shall be compensated at 50% of the monthly rental rate for the equipment, divided by 176, and multiplied by the appropriate regional adjustment factor, as identified in the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA Information Inc. Standby shall not be paid during periods of Contractor-caused delay, concurrent delay, Force Majeure, during any seasonal shutdown, routine maintenance, down-time or broken equipment, late delivery of equipment or supplies, or other anticipated occurrence specified in the Contract Documents. No payment shall be made for standby on any piece of equipment, which has been used on the Project in any 24 hour period. Standby costs shall not be paid for weekends, holidays, and any time the equipment was not intended to be used on the Project as demonstrated by the Project Schedule.



4. **Subcontractor & Supplier.** Direct costs associated with Subcontractors and Suppliers shall exclude Overhead and Profit markups and shall be calculated and itemized in the same manner as prescribed herein for Contractor. Contractor shall provide detailed breakdown of Subcontractor and Supplier invoices.
5. **Overhead and Profit Markup.**
  - a. On a change to the Contract Price or any other claim for money by the Contractor, City will only pay Overhead, including Home Office Overhead, Site or Field Office Overhead, and unabsorbed home office overhead, and Profit pursuant to the Overhead and Profit Markups set forth herein. The Overhead and Profit Markups cover all overhead regardless of how the Contractor chooses to account for various costs in its books of account.
  - b. Overhead and Profit markups shall not be applied to freight, delivery charges, express charges, and sales tax.
  - c. The allowed Overhead and Profit markup shall not exceed the following:
    - i. If the Contractor is self-performing work: 18% combined Overhead and Profit markup on the Contractor's Direct Costs;
    - ii. If a Subcontractor or Supplier is performing work: 18% for the Subcontractor's Direct Cost for performing the work and 7% on the Direct Costs of the Subcontractors' or Suppliers'; provided that the 7% is to be divided among upper tier Subcontractors and the Contractor when a Subcontractor or Supplier is performing the work;
    - iii. If the value of material and equipment is greater than 50% of the total value of the change, the Overhead and Profit Markup shall only be 10% for material and equipment; and
    - iv. In no event shall the total combined Overhead and Profit markup for the Contractor and all Subcontractors and Suppliers of any tier exceed 25% of the Direct Cost to perform the Change Order work.

## **ARTICLE 7: PAYMENT AND COMPLETION**

### **7.1 APPLICATIONS FOR PAYMENT**

- A. On or about the first day of each month, the Contractor shall submit to City an Application for Payment. Each application shall be completed on a form acceptable to City and designated as an "Application for Payment."
- B. The Contractor is not entitled to payment for any work unless the Application for Payment includes all required documentation. City reserves the right to withhold payment pursuant to paragraph 7.2, *Payments Withheld* if it is subsequently determined that all required documentation was not provided by the Contractor or is in error.
- C. The application shall correlate the amount requested with the Schedule of Values and with the state of completion of the Work.
- D. The Contractor shall submit a breakdown of the cost of lump sum items to enable the Engineer to determine the Work performed on a monthly basis. Lump sum breakdowns shall be submitted prior to the first progress payment that includes

payment for the Bid Item. Absent a lump sum breakdown, the Engineer will make a determination based on information available.

## **7.2 PAYMENTS**

- A. City shall comply with RCW 39.76, as amended, and promptly review each Application for Payment and identify in writing any cause for disapproval within 8 working days. In addition to withholding payment for unsatisfactory performance or failure to comply with Contract requirements, if the Contractor's Application for Payment fails to recognize any back-charges, off-sets, credits, change orders, or deductions in payment made in accordance with paragraph 7.2, *Payments Withheld*, City shall have the right to revise or disapprove Contractor's Application For Payment because the Application for Payment is not considered a properly completed invoice.
- B. The City shall withhold retainage from each Application for Payment as required by RCW 60.28, as amended.
- C. If an Application for Payment is accepted by City, it shall be paid within thirty (30) days of City's receipt of the properly prepared invoice (Application for Payment).

## **7.3 PAYMENT WITHHELD**

- A. In addition to retainage withheld pursuant to RCW 60.28 and without waiver of any other available remedies, City has the right to withhold, nullify, or back-charge, in whole or in part, any payment or payments due or that have been paid to the Contractor as may be necessary to cover City's costs or to protect City from loss or damage for reasons including but not limited to:
  - 1. Failure of the Contractor to submit or obtain acceptance of a Progress Schedule, Schedule of Values, and any updated Schedules;
  - 2. Defective or non-conforming Work;
  - 3. Costs incurred by City to correct, repair or replace defective or non-conforming Work, or to complete the Work;
  - 4. A reasonable doubt that the Contract can be completed for the balance then unpaid;
  - 5. A reasonable concern by City that the materials, equipment or component parts are not in proper operating condition;
  - 6. Assessment of Liquidated Damages;
  - 7. Failure to perform in accordance with the Contract;
  - 8. Cost or liability that may occur to City as the result of the Contractor's or Subcontractor's acts, omissions, fault, or negligence;
  - 9. Deduction in the Work;
  - 10. Failure of Contractor to repair damaged materials, equipment, property, or Work;
  - 11. Failure of the Contractor to obtain approval of Submittals pertinent to the work accomplished;
  - 12. Failure to pay Subcontractors, Suppliers, employees or other obligations arising out of the Work;

13. Failure to keep Record Documents up to date;
  14. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
  15. Failure to obtain and maintain applicable permits, insurance, and bonds; and
  16. Failure to provide Statement of intent to Pay Prevailing Wage and/or Affidavits of Wages Paid and, if requested, Certified Payroll Records for the Contractor and for Subcontractors of any tier.
- B. The withholding, nullification, or back-charge of any payment(s) by City shall in no way relieve the Contractor of any of its obligations under this Contract.

#### **7.4 TITLE**

Title to all Work and materials covered by an accepted and paid Application For Payment shall pass to City at the time of such payment, free and clear of all liens, claims, security interest, and encumbrances. Passage of title shall not, however, (1) relieve Contractor from any of its duties and responsibilities for the Work or materials, including protection thereof, (2) waive any rights of City to insist on full compliance by Contractor with the Contract requirements, or (3) constitute acceptance of the Work or materials.

#### **7.5 SUBSTANTIAL COMPLETION**

- A. When the Contractor has achieved Substantial Completion (as defined in Section 1 above), the Contractor shall give written Notice to City.
1. City shall promptly inspect the Work and prepare a Punch List (list of items to be completed or corrected).
    - a. City reserves the right to add to, modify, or change the Punch List.
    - b. Failure by City to include any items on such list does not alter the responsibility of the Contractor to complete or correct the Work in accordance with the Contract.
- B. At the Contractor's request, City may identify those Punch List items that must be completed or corrected in order for the Contractor to achieve Substantial Completion.
1. When City determines that those Punch List items have been completed or corrected by the Contractor, City shall make a determination that the Work is Substantially Complete.
  2. A Certificate of Substantial Completion will be issued by City, which shall establish the date of Substantial Completion.
  3. This Certificate of Substantial Completion shall state the responsibilities of City and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance.
- C. City shall assess liquidated damages for the Contractor's failure to Substantially Complete the Work within the Contract Time. The liquidated damage amounts, set forth elsewhere in the Contract Documents, will be assessed for Contractor's failure to achieve Substantial Completion within the Contract Time. These Liquidated Damages are not a penalty, but will be assessed against the Contractor for failure to achieve these Contract requirements. These Liquidated Damage amounts are

fixed and agreed upon by and between the Contractor and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages City would in such events sustain. These amounts shall be construed as the actual amount of damages sustained by City, and may be retained by City and deducted from payments to the Contractor. Assessment of Liquidated Damages shall not release the Contractor from any further obligations or duties pursuant to the Work.

- D. As provided in the Contract Documents, City may grant Substantial Completion to specific subsystems or portions of the Work. The dates of Substantial Completion shall be determined, in writing, by City.

## **7.6 FINAL INSPECTION**

- A. The Contractor shall correct all remaining Punch List items and complete all remaining Work within the time period stated in the Certificate of Substantial Completion or within 30 days, whichever is less. When all Punch List items have been successfully corrected and the work is complete the Contractor's shall give written notice to the City that the Work ready for final inspection. After verification by City that such completion was satisfactory, the Contractor shall submit a Final Application for Payment.

## **7.7 REQUIREMENTS FOR FINAL APPLICATION FOR PAYMENT**

- A. In addition to any other requirement identified in the Contract Documents, the Final Application for Payment shall include the following documents:
  - 1. Affidavit of Wages Paid for Contractor and all Subcontractors in accordance with state law;
  - 2. Contractor's release of claims against City, except for Claims specifically described in the release document and submitted in accordance with Article 9, *Claims and Litigation*; and
  - 3. Contractor certification that all Subcontractors and Suppliers have been paid and there are no outstanding liens.

## **7.8 COMPLETION/FINAL ACCEPTANCE**

- A. Completion/Final Acceptance shall be achieved when all the obligations of the Contract have been successfully performed by the Contractor in accordance with the Contract and accepted by City. Should Contractor fail to achieve Final Acceptance within the required time the City may assess actual damages caused by its failure to do so.
- B. Neither Final Acceptance, nor Final Payment, shall release Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bonds, or constitute a waiver of any claims by City arising from or related to Contractor's performance or failure to perform the Work and to meet all Contractual obligations in accordance with the Contract, including but not limited to:
  - 1. Unsettled liens, security interests or encumbrances;
  - 2. Damaged, non-conforming, or defective Work discovered by City;
  - 3. Terms of any warranties or guarantees required by the Contract; and
  - 4. Payments made in error.

- C. Except for any Claims properly submitted in accordance with Article 9, *Claims and Litigation*, acceptance of Payment on the Final Application for Payment by the Contractor shall, on behalf of itself and its Subcontractors or Sureties, forever and unconditionally release and discharge City, its officers, agents, employees, from:
  - 1. Any and all disputes or claims, including but not limited to claims for damages, fines, interest, taxes, attorney fees, or costs, demands, rights, actions or causes of actions, known or unknown, arising out of or in any way related to the parties' performance under the Contract and/or Project; and
  - 2. Any and all known and/or unknown liabilities, obligations, demands, actions, suits, debts, charges, causes of action, requests for money and/or payment under the Contract, outstanding invoices, or claims directly or indirectly arising out of or related to the Contract and/or Project.

## **7.9 WARRANTY AND GUARANTY**

- A. In addition to any special warranties provided elsewhere in the Contract, Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers.
- B. The warranty period shall be for the longer period of: one year from the date of Final Acceptance of the entire Project or the duration of any special extended warranty offered by a supplier or common to the trade.
- C. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:
  - 1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
  - 2. Prior to Final Acceptance require all warranties be executed, in writing, for the benefit of City;
  - 3. Enforce all warranties for the benefit of City; and
  - 4. Be responsible to enforce any warranty of a Subcontractor, manufacturer, or Supplier, should they extend beyond the period specified in the Contract.
- D. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from City to do so. In the event City determines that Contractor corrective action is not satisfactory and/or timely performed, then City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from third parties. All damages incurred by City and all costs for City's remedy shall be reimbursed by the Contractor.
- E. The warranty provided in this provision shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

## **7.10 PRIOR OCCUPATION**

City shall have the right to occupy such part or parts of the Project in or upon which the Work is being done, as it may see fit, and such occupation shall not be construed as acceptance by City of the Work or constitute Substantial Completion of the Work.

## **ARTICLE 8: TERMINATION**

### **8.1 CITY'S RIGHT TO TERMINATE CONTRACT**

#### **A. Termination for Default**

1. City may terminate, without prejudice to any right or remedy of City the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
  - a. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
  - b. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Final Acceptance of the Work in a timely manner;
  - c. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
  - d. Contractor fails in a material way to repair, replace or correct Work not in conformance with the Contract;
  - e. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
  - f. Contractor repeatedly fails to make prompt payment to its employees or Subcontractors;
  - g. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements or orders of any public authority having jurisdiction;
  - h. Contractor fails to comply with all Contract safety requirements; or
  - i. Contractor is otherwise in material breach of any provision of the Contract, including but not limited to quality control, environmental requirements, administrative requirements, coordination and supervision.
2. If City reasonably believes that one of the aforementioned events has occurred, City will provide the Contractor with written Notice of its intent to terminate the Contractor for default, specifying within such notice the ground(s) for such termination. City, at its option, shall require the Contractor to either promptly correct the deficiencies noted in City's intent to terminate or provide City with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. However, if after receipt of the proposed remedy, City has a reasonable basis for concluding that the Contractor has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, City shall thereafter have the right to terminate this Contract for default.
3. Upon termination, City may at its option:
  - a. Take possession of the Site and possession of or use of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor; and/or

- b. Finish the Work by whatever other reasonable method it deems expedient; or
  - c. Call upon the surety to perform its obligations under the performance and payment bonds, if applicable.
4. The Contractor and its sureties shall be liable for all damages and costs, including but not limited to: (1) compensation for architect and engineering services and expenses made necessary thereby; (2) any other costs or damages incurred by City in completing and/or correcting the Work; and (3) any other special, incidental or consequential damages incurred by City which results or arises from the breach or termination for default.
  5. In the event of termination for default City shall only pay the Contractor for Work successfully completed and accepted by City prior to the date of termination. City shall not be responsible for any other Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with this Contract. In no event shall City reimburse the Contractor for any costs directly or indirectly related to the cause of this termination for default.
  6. If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City.
  7. The rights and remedies of City in this provision are in addition to any other rights and remedies provided by law or under this contract.

**B. Termination for Convenience**

1. Upon written Notice City may terminate the Work, or any part of it, without prejudice to any right or remedy of City, for the convenience of City.
2. If City terminates the Work or any portion thereof for convenience, Contractor shall recover as its sole remedy:
  - a. Reasonable costs for all Work completed prior to the effective date of the termination and not previously paid for by City; and
  - b. A reasonable allowance for Overhead and profit for Work actually performed prior to the date of termination and accepted by City, at a rate not to exceed the percentage amount set forth in the Contract and in paragraph 6.3, *Allowable Costs*, subparagraph A.5, *Overhead and Profit*. The Contractor waives all other claims for payment and damages including without limitation, anticipated profit and overhead on work not performed and accepted by City.
3. The Contractor shall not be entitled to any other costs or damages, whatsoever. The total sum payable upon termination shall not exceed the Contract Price reduced by prior payments. Contractor shall be required to make its request for adjustment in accordance with Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*.
4. If it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, City shall not reimburse Contractor any profit for the Work completed and shall reduce the settlement to reflect the indicated rate of loss.

### **C. Contractor's Obligations During Termination**

Unless City directs otherwise, after receipt of a written Notice of termination for default or termination for convenience, Contractor shall promptly:

1. Stop performing Work on the date and as specified in the Notice of termination;
2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work not terminated;
3. Cancel all orders and subcontracts, upon terms acceptable to City, to the extent that they relate to the performance of Work terminated;
4. Assign as specifically requested by City all of the rights, title, and interest of Contractor in all orders and subcontracts;
5. Take such action as may be necessary or as directed by City to preserve and protect the Work, Site, and any other property related to this Project in the possession of Contractor in which City has an interest;
6. Continue performance of Work only to the extent not terminated; and
7. Take any other steps required by City with respect to this Project.

### **8.2 CITY'S RIGHT TO STOP THE WORK FOR CAUSE**

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract, City may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to any adjustment in the Contract Time and/or Contract Price for any increased cost or time of performance attributable to Contractor's failure or refusal to perform its obligations under the Contract.

## **ARTICLE 9: CLAIMS AND LITIGATION**

### **9.1 CONTRACTOR CLAIMS**

#### **A. Condition Precedent to Filing a Claim.**

1. The following actions are a condition precedent to filing a Claim:
  - a. The Contractor submitted a timely Notice of Protest, Supplemental Information and Request for Change Order as required by paragraph 5.1;
  - b. The Request for Change Order has been denied or deemed denied by City;  
or
  - c. A Unilateral Change Order is issued by City.

#### **B. Failure to file a Timely Claim.**

1. At least seven (7) days prior to appropriate time to file a Claim, the Contractor may request an extension of time for filing its Claim. The Contractor shall state the reasons for the request and identify a date certain when the Contractor shall provide a fully documented Claim. Unless otherwise agreed to in writing by the Engineer, a fully documented Claim shall be received by the City within thirty (30) days after:
  - a. Denial or deemed denial of a Request for Change Order; or



- b. Contractor's receipt of an Executed Unilateral Change Order.
2. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Contractor, on behalf of itself and its Subcontractors and Suppliers, of the Unilateral Change Order and/or City's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order and/or Unilateral Change Order.
- C. Contractor's Obligation to Continue to Work. Pending final decision of a Claim hereunder, the Contractor shall proceed diligently with the performance of the Contract Work, including that work associated with the Claim, and maintain its progress with the Work.
- D. Information required in a Fully Documented Claim. Every Claim must be submitted by the Contractor, in writing and clearly designated by the Contractor as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
  1. A detailed factual statement of the Claim providing all necessary details, locations, and items of Contract Work affected;
  2. The date on which facts arose that gave rise to the Claim;
  3. The name of each person employed or associated with the Contractor, Subcontractor, Supplier, and/or City with knowledge about the event or condition which gave rise to the Claim;
  4. Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;
  5. The specific provisions of the Contract Documents on which the Claim is based;
  6. If an adjustment in the Contract Price is sought, the exact amount sought, calculated in accordance with the Contract including paragraph 6.3, *Allowable Cost* and accompanied by (a) all records supporting the Claim and (b) all records meeting the requirements of paragraph 3.10, *Cost Records*;
  7. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason the Contractor believes an adjustment in the Contract Time should be granted; and the Contractor's analyses of its Progress Schedule, any specific Schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and
  8. A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Price or Contract Time for which the Contractor believes City is liable.
- E. Contractor's Duty to Cooperate. The Contractor shall cooperate with City or its designee in the evaluation of its Claim and provide all information and documentation requested by City, its auditors or its designee.

F. City's Evaluation of the Claim.

1. To assist City in the review of the Contractor's Claim, City or its designee may visit the Site, request additional information and/or documentation in order to fully evaluate the issues raised in the Claim and/or audit the Claim.
2. After the Contractor has submitted a fully documented Claim that complies with this provision, City shall respond, in writing, to the Contractor within sixty (60) days from the date the fully documented Claim is received with either:
  - a. A decision regarding the Claim; or
  - b. Written Notice extending for another thirty (30) days City's time to respond to the Claim.
3. Absent a thirty (30) day extension, the Claim shall be deemed denied upon the sixty-first (61st) day following receipt of the Claim by City. If City had a thirty (30) day extension, the Claim shall be deemed denied upon the ninety-first (91st) day following receipt of the Claim by City.

**9.2 CONTRACTOR'S BURDEN OF PROOF ON CLAIM**

- A. The Contractor shall have the burden of proof to demonstrate entitlement and damages.
- B. If the Contractor, on behalf of itself or its Subcontractors and Suppliers seeks an adjustment in the Contract Price or Contract Time not supported by Project cost records meeting the requirements of ¶3.10, *Cost Records*, the Claim is waived.
- C. Compliance with the record keeping requirements set forth in this Contract is a condition precedent to recovery of any costs or damages related to or arising from performance of the Contract Work. If City establishes non-compliance of the record-keeping requirement set forth in ¶ 3.10, *Cost Records*, no adjustment shall be made to the Contract Price and/or Contract Time with respect to that Claim.

**9.3 LITIGATION**

- A. As a mandatory condition precedent to the initiation of litigation by the Contractor against City, Contractor shall comply with all provisions set forth in this Contract including those stated in Article 5 and Article 9.
- B. Any litigation brought against City shall be filed and served on City within 365 days from either the issuance of the Certificate of Substantial Completion for the entire Contract or Final Acceptance if no Certificate of Substantial Completion of the entire Contract is issued.
- C. Venue and jurisdiction shall vest solely in the King County Superior Court.
- D. Failure to comply with these mandatory condition time requirements shall constitute a waiver of the Contractor's right to pursue judicial relief from or against the City.

**ARTICLE 10: MISCELLANEOUS**

**10.1 COMPENSATION, WAGES, BENEFITS AND TAXES**

City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold City, its elected officials, officers, agents and employees, harmless

against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

## **10.2 PREVAILING WAGES**

The Contractor shall comply with the minimum wage requirements of RCW 39.12, as amended, including the obligation to pay at least the hourly minimum wage and fringe benefits to workers as required by RCW 39.12. The Contractor shall also post all notices required by the Washington Department of Labor & Industries on forms provided by the Department of Labor & Industries. The Contractor shall timely provide a "Statement of Intent to Pay Prevailing Wages" and timely provide an "Affidavit of Prevailing Wages Paid."

## **10.3 SUCCESSORS AND ASSIGNS**

City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other with respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the previous written consent of City.

## **10.4 THIRD PARTY AGREEMENTS**

Except as otherwise may be provided, the Contract shall not be construed to create a contractual relationship of any kind between: any architect, engineer, construction manager, Subcontractor, Supplier, or any persons other than City and Contractor.

## **10.5 NONWAIVER OF BREACH**

No action or failure to act by City shall constitute a waiver of any right or duty afforded to City under the Contract; nor shall any such action or failure to act by City constitute an approval of or acquiescence in any breach hereunder, except as may be specifically stated by City in writing.

## **10.6 NOTICE TO CITY OF LABOR DISPUTES**

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract, Contractor shall immediately give Notice, including all relevant information, to City.
- B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by any actual or potential labor dispute, all Subcontractor or lower-tiered Subcontractor shall immediately notify the next higher tier Subcontractor. Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

## **10.7 HEADINGS**

The headings used in the Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any contractual provision therein.

## **10.8 CHOICE OF LAW**

In the event that either party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, King County,

Washington. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.

**10.9 SEVERABILITY**

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by Washington State Law or applicable Federal Law. The provisions of this Contract are separate and severable. The invalidity of any sentence, paragraph, provision, section, Article, or portion of this Contract shall not affect the validity of the remainder of this Contract.

# Technical Specifications

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## DIVISION 01—GENERAL REQUIREMENTS

### Section 011000—Summary

#### PART 1 – GENERAL

##### 1.01 SCOPE

- A. The accompanying Plans and Specifications show and describe the location and type of Work to be performed under this project.
  - 1. The Work includes restoration of a portion of the Lake Washington Shoreline within Luther Burbank Park by placing beach gravel and large wood debris, installing stairs for improved shoreline access, removing invasive vegetation, relocating a recreational trail farther upslope of the shoreline, and performing grading and site improvements needed to accommodate the trail relocation and shoreline restoration.
  - 2. The Work under this Contract is to provide all labor and to furnish and/or install all materials and equipment, as may be required to complete the Work, installed, tested, fully operational, ready for use, and as described in these documents.
  - 3. In-water work must be constructed during limited work windows and all work must be performed under permit requirements. See Section 014126—Permits.

##### 1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this work as if specified in this section. Work related to this section is described throughout the Specifications.

##### 1.03 LOCATION

- A. The 22-35 Luther Burbank South Shoreline project is located on Lake Washington in Luther Burbank Park at 2040 84th Ave SE, Mercer Island, Washington, 98040.

##### 1.04 ACCESS TO SITE

- A. The Contractor shall have access to the project site by city streets and via Lake Washington. All beach gravel shall be delivered to the site by barge. All excess soils shall be removed from the site by barge.

##### 1.05 WORK PERFORMED UNDER SEPARATE CONTRACTS

- A. Not used

## DIVISION 01—GENERAL REQUIREMENTS

### Section 011000—Summary

#### 1.06 WORK BY OTHERS ON THIS PROJECT

A. The City of Mercer Island had initiated work to complete upland trail improvements and related work with the project site in spring 2022. However, most of the work that the City of Mercer Island has intended to complete is now part of this Contract. The City of Mercer Island has already completed the following work:

1. Placement of silt fence at the locations shown on the Drawings.
2. Limited vegetation removal.

The Contractor shall inspect and review the work already completed by the City of Mercer Island and complete any updates or adjustments needed to prepare the site for the Work outlined in these specifications and shown on the Drawings.

B. The City of Mercer Island will complete all items indicated as Not in Contract (“N.I.C.”) on the Drawings. Work to be completed by the City of Mercer Island will include:

1. Installation of benches
2. Installation of a split rail fence near the north end of the relocated trail
3. Placement of jute fabric and wood chip mulch in areas to be planted
4. Planting and placement of vegetation

C. The Contractor shall be responsible for coordinating Work on the project with the City of Mercer Island, including scheduling the work to be completed by the City of Mercer Island to ensure that the City of Mercer Island’s work can be completed to stabilize the site prior to removal of temporary erosion controls.

#### 1.07 ENGINEERING AND INSPECTION

A. The engineers, inspectors, and consultants of the City of Mercer Island will perform the necessary inspection work except as otherwise specified in the Contract Documents. Refer to Section 014500—Quality Control for general requirements.

#### 1.08 COORDINATION

A. City of Mercer Island Activities: The Contractor will coordinate its activity with City of Mercer Island, so interference with City of Mercer Island activities will be minimized. All costs associated with coordination of the work shall be considered incidental to the lump sum and unit prices set forth in the Bid Proposal.

DIVISION 01—GENERAL REQUIREMENTS

Section 011000—Summary

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

**END OF SECTION**



## DIVISION 01—GENERAL REQUIREMENTS

### Section 011400—Work Restrictions

#### PART 1 – GENERAL

##### 1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this Work as if specified in this section. Work related to this section is described throughout the specifications.

##### 1.02 USE OF PREMISES

- A. Use of Site: Limit use of premises to Work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated. Disturbance outside the project limits (as shown on the Drawings) is only to designated access points and storage areas as shown on the Drawings or specified herein.
  - 1. Limits: Confine construction operations to limits as shown on the Drawings. In those locations where existing vegetation is to remain, the Contractor must work around and protect the material from damage.
  - 2. Owner Occupancy: Allow for Owner access of site but the public shall be restricted.
  - 3. Move any stored products, under Contractor's control, that interfere with the operations of the Owner or access to adjacent properties.
- B. Protected Areas: The following areas within the project limits are to be protected from any and all negative impacts during construction including materials storage and silt laden runoff:
  - 1. The entire shoreline below the ordinary high water mark.

##### 1.03 STAGING AND STOCKPILE AREAS

- A. Staging and stockpile areas will be limited to the areas shown on the Drawings. Contractor's use of these areas shall be limited to purposes directly related to the construction of this project. Prior to mobilization, the Contractor shall submit a proposal at the Pre-Construction Meeting for review by the City of these (and other) areas indicating specific use, access, restoration, and anticipated duration of use. No use of these areas is permitted until the Owner provides written approval of Contractor's proposal.
- B. The Contractor may provide legal staging and storage areas off site at the Contractor's expense. Provide the Owner with locations for approval. Protect downstream areas by covering or otherwise containing stockpiles of loose materials. Provide the Owner with a release from property owner that states the

## DIVISION 01—GENERAL REQUIREMENTS

### Section 011400—Work Restrictions

site was returned in an acceptable condition and all obligations associated with its use have been met.

#### 1.04 RESTORATION CLAUSE

- A. Restore all areas disturbed by the construction process. All ingress or egress points that are disturbed will have to be regraded, reseeded, replanted, or repaved to restore them to original or better conditions.
- B. Unless otherwise designated, protect all existing site features to remain from potential Contractor damage above and below grade. If unavoidable damage occurs, notify the Owner immediately and a decision will be rendered as to how the Contractor is to replace or repair the damage at the Contractor's expense.
- C. Surround protected areas with highly visible fencing prior to the start of work.

#### 1.05 NEW AND EXISTING WORK

- A. Unless otherwise noted, any new Work authorized by the Owner shall be assumed to be performed in conditions corresponding to existing conditions and shall use similar material, workmanship, grade and finish.

#### 1.06 EQUIPMENT STANDARDS

- A. All equipment furnished and/or installed under this Contract shall meet safety requirements of all applicable codes.

#### 1.07 PARKING

- A. Parking for personnel on the Work site will be limited to areas within the project boundaries as shown on the Contract Documents or to the Luther Burbank Parking lot locations arranged by the Contractor. The Contractor can obtain additional off-site parking, material stockpiling, and storage with the approval of the Owner. The Contractor will be responsible for ensuring that no nuisance is created for the Owner or adjacent properties through use of the streets for parking or worker access.

#### 1.08 SITE AND EQUIPMENT ACCESS

- A. Use of a tug and barge is required for transport of beach gravel and all equipment to this site.
- B. Equipment is limited to the area within the project limits, except for access for tug and barge.

DIVISION 01—GENERAL REQUIREMENTS

Section 011400—Work Restrictions

1.09 WORK HOURS

- A. Work shall be accomplished during the following work hours:
  - 1. Regular Weekday Hours: 7:30 a.m. to 5:00 p.m., or as defined elsewhere in these contract documents or by Permits.
- B. The Contractor shall submit a schedule of working hours to the Owner at the Pre-Construction Meeting for acceptance prior to the start of any Work on the site. The Contractor shall not perform any activities outside of these hours without prior approval of the Owner. Said approval shall be requested no later than 48 hours prior to the proposed work outside of these hours.

1.10 PERMIT RESTRICTIONS AND REGULATORY REQUIREMENTS

- A. Contractor shall comply with all conditions in approved permits found in Appendix A and subsequently obtained by the Owner and Contractor. See Section 014126—Permits and Section 014500—Quality Control.

1.11 SEQUENCING

- A. See Section 013200—Construction Progress Documentation for a discussion of proposed construction sequencing.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

**END OF SECTION**

## DIVISION 01—GENERAL REQUIREMENTS

### Section 012000—Price and Payment Procedures

#### PART 1 – GENERAL

##### 1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 012973—Schedule of Values
- B. Individual submittals are required in accordance with the pertinent sections of these Specifications

##### 1.02 PAYMENT PROCEDURES

- A. Monthly pay estimates shall be submitted electronically using Adobe PDF file format. PDF files can be e-mailed to Paul.West@mercergov.org.
- B. Monthly pay estimates shall clearly identify the Work performed for the given time period based on a percentage of Work completed for lump sum bid items as presented in the approved “Schedule of Values” and actual quantities installed for unit price items. Pay estimates which fail to meet these requirements shall be subject to the requirements of Section 007200—General Conditions.

##### 1.03 PAYMENT PRICING

- A. Pricing for the various lump sum or unit prices in the Bid Form, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents.
- B. Pricing also includes all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor, and the U.S. Longshore and Harbor Workers’ Compensation Act.
- C. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the Bid Form for the various appurtenant items of Work. All other Work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the Work performed and merged into the various unit and lump sum prices bid. Payment for Work under one item will not be paid for under any other item.
- D. Notwithstanding the omission or mention of any incidental Work, the Contract Price and payment shall also constitute full compensation for all Work incident or incidental to completion of the item, unless such Work is otherwise specifically mentioned for separate payment under another bid item. No separate payment will be made for any item that is not specifically set forth in the Bid Proposal Form,

## DIVISION 01—GENERAL REQUIREMENTS

### Section 012000—Price and Payment Procedures

and all costs therefore shall be included in the prices named in the Bid Proposal Form for the various appurtenant items of Work. All other Work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the Work performed and merged into the various unit and lump sum bid prices. Payment for Work under one item will not be paid for under any other item.

- E. Unless a specific bid item for the following Work has been provided in the Proposal/Construction Contract, or the Work has been specifically included in a bid item, such Work shall be considered **incidental to** and **included in** the various bid items of Work:
1. Mobilization and Project Administration
  2. Temporary Erosion and Sediment Control
  3. Temporary Erosion and Sediment Control—In Water
  4. Site Demolition
  5. Clearing and Grub Vegetation
  6. Upland Grading
  7. Upland Trail Construction
  8. Site Drainage
  9. Procure and Install Beach Gravel
  10. Park and Habitat Improvements
  11. Large Woody Debris (LWD)
- F. The City of Mercer Island reserves the right to make changes should unforeseen conditions necessitate such changes. Where Work is on a unit price basis, the actual quantities occasioned by such changes shall govern the compensation.

#### 1.04 MEASUREMENT FOR PAYMENT

- A. Measurement for Base Bid Item payments will be at the Lump Sum or Unit Price as stipulated in the Bid Form. Payment shall be considered full compensation for furnishing all labor, materials and equipment to complete the Work specified.
- B. Sample Schedule of Values – Luther Burbank South Shoreline Construction Base Bid

DIVISION 01—GENERAL REQUIREMENTS

Section 012000—Price and Payment Procedures

1. Bid item No.1 MOBILIZATION AND PROJECT ADMINISTRATION (10 percent of maximum base bid, maximum).
  - a) “Mobilization and project administration” will be paid at the Lump Sum price listed in the Bid, but not to exceed a maximum of 10% of the Total Base Bid. Incremental payment shall be made as follows:
    - 1) 40% after completion of 10% of the total contract amount of other bid items have been earned.
    - 2) 40% after completion of 20% of the total contract amount of other bid items have been earned.
    - 3) 20% after completion of all Work on the project has been completed, including cleanup and acceptance of the project by the Owner.
  - b) Payment for “Project Administration” will be full compensation for all administrative costs, including, but not limited to, supervision, coordination of all Work, Contractor utilities, field office, overhead for the project, and surveying.
  - c) Payments will be made at the contract Lump Sum price for Project Administration. This bid item shall include all costs to provide labor, materials, equipment, and appurtenances necessary to perform, at a minimum, the items of Work, which may be identified further in separate sections of the Specifications and/or on the Drawings.
  - d) Coordination with the Owner; coordination with other contractors; temporary utilities; permits and submittals; Record Drawings; and the cost of performing any element of Work not included in the other bid items.
    - 1) Surveying and Construction Staking
    - 2) Field Office Building
    - 3) Temporary Facilities, including coordination with other contractors, and temporary utilities
    - 4) Permits, submittals, Work plans, schedule updates, monthly certified payrolls, other required administrative submittals, and the cost of performing any administrative element of Work not included in the other bid items

DIVISION 01—GENERAL REQUIREMENTS

Section 012000—Price and Payment Procedures

- 5) Contractor field location of existing utilities and site features in the upland areas
- e) Execute the “Mobilization and Project Administration” Work as required by the various sections of Division 00 and Division 01 and other parts of the Contract Documents.

2. Bid item No. 2 TEMPORARY EROSION AND SEDIMENT CONTROL

- a) The Lump Sum price offered in the schedule for “Temporary Erosion and Sediment Control” shall include all materials, labor, and equipment needed to complete the following Work:
  - 1) Implementation and maintenance of temporary erosion and sediment control measures in upland, shoreline, and in-water areas, in accordance with construction stormwater and other permits, the approved Construction Stormwater Pollution Prevention Plan and the Drawings and Specifications.
  - 2) Temporary Erosion and Sediment Control shall be broken down to include at a minimum all costs associated with installing and maintaining temporary erosion and sediment control best management practices, including the following:
    - a. Tree protection fencing
    - b. Temporary construction fencing
    - c. Silt fencing
    - d. Temporary Construction Entrance
    - e. Dewatering of excavations located in upland areas
  - 3) Temporary diversions of surface water in areas with existing or proposed storm drainage facilities, including bypass of flows entering the project area from existing storm drainage facilities.
  - 4) Other miscellaneous temporary erosion and sediment control, including water quality monitoring and treatment, dewatering and temporary water diversions required to complete the Work shown on the Drawings and outlined in the Specifications.
  - 5) Payment for “Temporary Erosion and Sediment Control” will be made at the contract Lump Sum price as stated in

DIVISION 01—GENERAL REQUIREMENTS

Section 012000—Price and Payment Procedures

the Bid and will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents.

3. Bid Item No. 3 – TEMPORARY EROSION AND SEDIMENT CONTROL – IN-WATER TURBIDITY CURTAIN

- a) The Lump Sum price offered in the schedule for “Temporary Erosion and Sediment Control—in-water turbidity curtain” shall include all materials, labor, and equipment needed to complete the following Work:
- 1) Implementation and maintenance of temporary erosion and sediment control measures in -water areas, in accordance with construction stormwater and other permits, the approved Construction Stormwater Pollution Prevention Plan and the Drawings and Specifications.
  - 2) Temporary Erosion and Sediment Control shall be broken down to include at a minimum all costs associated with installing and maintaining temporary erosion and sediment control best management practices, including the following:
    - f. Floating sediment control curtain.
  - 3) Other miscellaneous temporary erosion and sediment control, including water quality monitoring and treatment, dewatering and temporary water diversions required to complete the Work shown on the Drawings and outlined in the Specifications.
- b) Payment for “Temporary Erosion and Sediment Control—In Water” will be made at the contract Lump Sum price as stated in the Bid and will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents.

4. Bid Item No. 4 – SITE DEMOLITION

- a) The Lump Sum contract price for “Site Demolition” shall include all materials, labor, equipment, and incidentals needed to complete the following Work:
- 1) Structural demolition including removal and disposal of existing wooden step, rubble, debris and other materials shown in drawings and in the Specifications



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Section 012000—Price and Payment Procedures

- 2) Removal and disposal of existing signs including removal and disposal of posts, footings and signage, and other structural elements and utilities as designated on the Drawings
  - 3) Miscellaneous demolition as shown in drawings
  - b) Payment for “Site Demolition” will be made at the contract Lump Sum price as stated in the Bid and will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents
5. Bid Item No. 5 – CLEARING AND GRUB VEGETATION
- a) Measurement will be the number of square feet cleared and grubbed.
  - b) The per square foot unit price offered in the schedule for “Clearing and Grubbing” shall include all materials, labor, equipment, and incidentals need to complete the following Work:
    - 1) Clearing, grubbing, and disposal of vegetative material identified on the Drawings or in the Specifications to be removed.
    - 2) Protection of trees and other vegetation with specified fencing per City of Mercer Island Standards and other methods as shown and specified on the Drawings or in the Specifications.
    - 3) Removal of trees and tree stumps that have already been cut by the Owner as shown on the Drawings or in the Specifications.
    - 4) Stripping and stockpiling of top soil from vegetated areas, as shown on the Drawings or in the Specifications.
    - 5) Disposal of any material not identified for re-use on the Drawings or in the Specifications, or material that is in excess of what is required to complete the project.
    - 6) Other miscellaneous clearing and grubbing required to complete the Work shown on the Drawings and outlined in the Specifications.
  - c) Payment for “Clearing and Grub Vegetation” will be made at the contract per square foot price as stated in the Bid and will be full

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compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents.

6. Bid Item No. 6 – UPLAND GRADING (CUT AND FILL)

- a) The Cubic Yard price offered in the schedule for “Upland Grading (Cut and Fill)” shall include all materials, labor, and equipment needed to complete the following Work:
  - 1) Site excavation, stockpiling, grading, filling and compaction of soils from upland areas to achieve the following Work and meet the lines and grades shown on the Drawings.
  - 2) Excavation, grading, and sub-grade preparation for the installation of paving, structures and other facilities.
  - 3) Measurement shall be confirmed with pre- and post-construction measurements by progress surveys as described in Section 01 71 23, Field Engineering.
- b) Payment for “Upland Grading (Cut and Fill)” will be made at the contract Unit Price as stated in the Bid and will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents.

7. Bid Item No. 7 – UPLAND GRADING (HAUL AND DISPOSE)

- a) The Cubic Yard price offered in the schedule for “Upland Grading (Haul and Dispose)” shall include all materials, labor, and equipment needed to complete the following Work:
  - 1) Haul excess stockpiled soil offsite.
  - 2) Measurement shall be confirmed with pre- and post-placement measurements by progress surveys as described in Section 01 71 23, Field Engineering.
- b) Payment for “Upland Grading (Haul and Dispose)” will be made at the contract Unit Price as stated in the Bid, supplemented by certified scale measurements, in cubic yards, documented with load tickets, will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents.

8. Bid Item No 8 - UPLAND TRAIL CONSTRUCTION

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- a) The Unit Price per ton offered in the schedule for “Upland Trail Construction” shall include all materials, labor, and equipment needed to complete the following Work:
  - 1) Furnishing, transporting to the site, and installing crushed rock for trail surfacing, 6-inch depth, as indicated on the Drawings.
- b) Payment for “Upland Trail Construction” will be made at the contract Unit Price as stated in the Bid and will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents

9. Bid item No. 9 - SITE DRAINAGE

- a) The Lump Sum contract price for “Site Drainage” shall include all materials, labor, equipment, and incidentals needed to complete the following work:
  - 1) Excavation, backfill, and compaction of trenches for utility installation to achieve the lines and grades shown on the Drawings.
  - 2) Installation of culverts under the upland pathway, as indicated on the Drawings
  - 3) Installation of erosion protection at culvert inlets and outlets, as indicated on the Drawings
- b) Payment for “Site Drainage” will be made at the contract Lump Sum price as stated in the Bid and will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents

10. Bid item No.10 - PROCURE AND INSTALL BEACH GRAVEL—IN WATER

- a) The Cubic Yard price offered in the schedule for “Procure and Install Beach Gravel” shall include all materials, labor, and equipment needed to complete the following Work:
  - 1) Furnishing, transporting to the site, and installing beach gravel as indicated on the Drawings or Specifications.
  - 2) The materials supplied by the Measurement shall be confirmed with pre- and post-placement measurements by progress surveys as described in Section 01 71 23, Field

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Engineering, by volume in cubic yards, supplemented by certified scale measurements, in tons, documented with weight tickets provided by the material supplier.

- b) Payment for “Procure and Install Beach Gravel” will be made at the contract unit price as stated in the Bid and will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents.

11. Bid Item No. 11 - PARK AND HABITAT IMPROVEMENTS

- a) The Lump Sum contract price for “Park and Habitat Improvements” shall include all materials, labor, equipment, and incidentals needed to complete the following Work:
  - 1) Furnishing and installing rock for rock steps and handrail from the pathway entrance to the shoreline, as shown on the Drawings
  - 2) Furnishing and installing rock, backfill, geotextile, perforated drainpipe, and other materials associated with rock walls
  - 3) Furnishing and installing irrigation equipment. Irrigation shall be broken down in the Schedule of Values to include, at a minimum, trenching and backfill, irrigation piping, wiring, and controllers installed, tested, and commissioned.
  - 4) Placing excess excavated soils onsite, shall include all materials, labor, equipment, and incidentals needed to complete the Work.
  - 5) All Other Work shall be broken down by each task of any other Work included in the Contract but not clearly detailed in the Contract Documents.
- b) Payment for “Park and Habitat Improvements” will be made at the contract Lump Sum price as stated in the Bid and will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents

12. BID ITEM NO. 12 – LARGE WOODY DEBRIS—IN WATER

- a) The Lump Sum contract price for “Large Woody Debris—In Water” shall include all materials, labor, equipment, and incidentals needed to complete the following Work:

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- 1) Furnishing, transporting to the site, and installing large woody debris, as shown on the Drawings
- b) Payment for “Large Woody Debris” will be made at the contract Lump Sum price as stated in the Bid and will be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the Work of the Contract Documents

PART 2 – PRODUCTS

Not used .

PART 3 – EXECUTION

Not used.

**END OF SECTION**

## DIVISION 01—GENERAL REQUIREMENTS

### Section 012973—Schedule of Values

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. This section defines the process whereby the Schedule of Values for lump sum bid items shall be developed.
- B. The Schedule of Values will establish unit prices for individual items of Work.
- C. The Schedule of Values will be the basis for payment of all Lump Sum contract Work.

##### 1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this Work as if specified in this section. Work related to this section is described throughout the Specifications.

##### 1.03 PREPARATION OF SCHEDULE OF VALUES

- A. To facilitate monthly pay requests, the lump sum price stipulated in the Bid Schedule shall be divided up to reflect the elements of Work identified on the Drawings and in the Specifications. The Contractor shall submit for approval a Schedule of Values for the major components of the Work within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to City a detailed Schedule of Values that identifies the various activities of the Work and their values and quantities, including the overhead and profit for each activity. The listing shall include, at a minimum, the proposed value for the major Work components as described in Section 3.01. The summary of detail provided in the schedule of values shall separately include materials costs (as appropriate by unit), installation costs (labor and equipment components) and other incremental breakouts. The detail summary total has to match the Contractor's lump sum bid amount for each bid item.
- B. The quantity for progress payment for each bid item indicated in the schedule of values shall be an estimated value of the lump sum amount, substantiated by the Contractor to the extent necessary and agreed to between the Owner and Contractor, payable in monthly progress payments in increments proportional to the Work performed.

##### 1.04 SUBMITTAL

- A. Submit a preliminary Schedule of Values within fourteen (14) days after the date of Contract Execution. **DO NOT SUBMIT THE SCHEDULE OF VALUES WITH YOUR BID PACKAGE.**

## DIVISION 01—GENERAL REQUIREMENTS

### Section 012973—Schedule of Values

- B. Submit a corrected Schedule of Values within 10 days upon receipt of comments from the Owner on the preliminary Schedule of Values.
- C. Upon request, support prices with data that will substantiate their correctness.

## PART 2 – PRODUCTS

Not used.

## PART 3 – EXECUTION

### 3.01 SAMPLE SCHEDULE OF VALUES

- A. The sample schedule of values provided below is the minimum level of detail expected. Bid items reflected on the bid form but not addressed in the approved schedule of values shall be included in the monthly pay request based on the unit of measure indicated on the bid form.
  - 1. Mobilization and Project Administration
    - a) The amount included in the Contractor's bid for Mobilization and Project Administration shall be a maximum of 10 percent of the total bid price and shall be paid as described in Section 012000—Price and Payment Procedures.
    - b) Mobilization and Project Administration shall be broken down to include, at a minimum, all costs associated with the Contractor's overhead and project administration, as follows:
      - 1) Contractor overhead
      - 2) Project supervision and meetings
      - 3) Administration of sub-contractors
      - 4) Preparation costs for various Work plans and other submittals
      - 5) Product sourcing and Requests for Information (RFIs)
      - 6) Temporary facilities operations (that not included in mobilization/demobilization), including field offices, temporary utilities, sanitation, and communications
      - 7) Spill prevention, control and countermeasures plan
  - 2. Temporary Erosion and Sediment Control

## DIVISION 01—GENERAL REQUIREMENTS

### Section 012973—Schedule of Values

- a) Temporary Erosion and Sediment Control shall be broken down to include at a minimum all costs associated with installing and maintaining temporary erosion and sediment control best management practices, including the following:
    - 1) Tree protection fencing
    - 2) Temporary construction fencing
    - 3) Silt fencing
    - 4) Temporary Construction Entrance
  - b) The Contractor's Schedule of Values shall reflect the Work that has already been completed by the Owner to install silt fencing and temporary construction fencing at the site.
  - c) The Contractor's Schedule of Values shall indicate additional quantities and unit prices for furnishing, installing, and maintaining temporary erosion and sediment control best management practices, as required by applicable permits and as shown on the Contractor's approved Temporary Erosion and Sediment Control plans.
3. Temporary Erosion and Sediment Control—In Water
- a) Temporary Erosion and Sediment Control—In-Water shall be broken down to include at a minimum all costs associated with installing and maintaining temporary erosion and sediment control best management practices, including the following:
    - 1) Floating Sediment Control Curtain
  - b) The Contractor's Schedule of Values shall indicate additional quantities and unit prices for furnishing, installing, and maintaining temporary erosion and sediment control best management practices, as required by applicable permits and as shown on the Contractor's approved Temporary Erosion and Sediment Control plans.
4. Site Demolition
- a) Site demolition shall be broken down to include, at a minimum, all costs associated with the following:
    - 1) Removal and disposal of existing wooden steps



DIVISION 01—GENERAL REQUIREMENTS

Section 012973—Schedule of Values

- 2) Removal and disposal of existing signs
- 3) Miscellaneous demolition as shown in drawings
5. Clearing and Grub Vegetation
  - a) Clearing and grubbing vegetation shall be broken down to include, at a minimum, all costs associated with the following:
    - 1) Tree removal
    - 2) Removal of tree stumps that have already been cut by the Owner.
    - 3) Selective clearing and grubbing of areas where invasive vegetation is present.
6. Upland Grading (cut and fill)
  - a) Upland grading (cut and fill) shall be broken down to include, at a minimum, all costs associated with the following
    - 1) Upland excavation and stockpile
    - 2) Upland fill
    - 3) Place excess soils on site
7. Upland Grading (haul and dispose)
  - a) Upland grading (haul and dispose) shall be broken down to include, at a minimum, all costs associated with the following
    - 1) Haul and dispose of excess stockpiled soils
8. Upland Trail Construction
  - a) Upland trail construction shall be broken down to include, at a minimum, all costs associated with the following
    - 1) Furnishing, transporting to the site, and installing crushed rock for trail surfacing, 6-inch depth, as indicated on the Drawings.
9. Procure and Install Beach Gravel
  - a) Procure and install beach gravel shall be broken down to include, at a minimum, all costs associated with the following

## DIVISION 01—GENERAL REQUIREMENTS

### Section 012973—Schedule of Values

- 1) Furnishing, transporting to the site, and installing beach gravel as indicated on the Drawings or Specifications
10. Site Drainage
- a) Site drainage shall be broken down to include, at a minimum, all costs associated with the following:
    - 1) Installation of culverts under the upland pathway, as indicated on the Drawings.
    - 2) Installation of erosion protection at culvert inlets and outlets, as indicated on the Drawings.
11. Park and Habitat Improvements
- a) Park and habitat improvements shall be broken down to include, at a minimum, all costs associated with the following:
    - 1) Furnishing, transporting to the site, and installing large woody debris, as shown on the Drawings.
    - 2) Furnishing and installing rock for rock steps and handrail from the pathway entrance to the shoreline, as shown on the Drawings.
    - 3) Furnishing and installing rock, backfill, geotextile, perforated drainpipe, and other materials associated with rock walls.
    - 4) Furnishing and installing irrigation equipment. Irrigation shall be broken down to include, at a minimum, the irrigation piping, wiring, and controllers installed, tested, and commissioned.
    - 5) Placing excess excavated soils onsite, shall include all materials, labor, equipment, and incidentals needed to complete the Work.
12. Large Woody Debris
- a) Large Woody Debris—In-water improvements shall be broken down to include, at a minimum, all costs associated with the following:
    - 1) Furnishing, transporting to the site, and installing large woody debris, as shown on the Drawings

DIVISION 01—GENERAL REQUIREMENTS

Section 012973—Schedule of Values

13. All other Work shall be broken down by each task of any other Work included in the Contract but not clearly detailed in the Contract Documents.

**END OF SECTION**

DIVISION 01—GENERAL REQUIREMENTS  
Section 013100—Project Management and Coordination

PART 1 – GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this Work as if specified in this section. Work related to this section is described throughout the Specifications.

1.02 PRECONSTRUCTION MEETING

A. Notification

- 1. Following the award, the Owner will notify the selected bidder of the time and date of a Pre-Construction Meeting.

B. Location

- 1. The Pre-Construction Meeting will be conducted at 2040 84th Avenue SE, Mercer Island, Washington, 98040.

C. Attendance

- 1. The following are requested to attend:
  - a) Owner's Representatives:
    - 1) Project Manager
    - 2) Project Engineers
    - 3) Contract Administrator
    - 4) Consultants
    - 5) City Inspectors
    - 6) City Parks maintenance personnel
    - 7) Other City Department personnel
  - b) Contractor's Representatives:
    - 1) Project Manager (Superintendent)
    - 2) Contract Administrator
    - 3) Major Subcontractors

DIVISION 01—GENERAL REQUIREMENTS  
Section 013100—Project Management and Coordination

- 4) Major Suppliers
- c) Third-Party Representatives
  - 1) Permitting agency representatives
2. Suggested Agenda:
  - a) The Owner will discuss pertinent detail information paralleling the Contract Document requirements such as:
    - 1) The Work: sequence, phasing, and occupancy
    - 2) Job communications
    - 3) Contractor's use of the premises
    - 4) Special project procedures
    - 5) Procedures and processing
      - a) Field decisions
      - b) Proposal requests
      - c) Submittals
      - d) Change Orders
      - e) Application for Payment
      - f) Other
      - g) Designer visits: Reports
    - 6) Record Documents
    - 7) Construction facilities, controls, and construction aids
    - 8) Temporary utilities
    - 9) Security procedures
    - 10) Safety and first-aid procedures
    - 11) Housekeeping procedures
    - 12) Other
  - b) The Contractor will present and distribute information indicating:
    - 1) List of major subcontractors and suppliers
    - 2) Preliminary construction schedule

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Section 013100—Project Management and Coordination

3) Draft Schedule of Values

1.03 PROGRESS MEETINGS

- A. The Owner will schedule and administer bi-weekly progress meetings throughout progress of the work.
- B. The Owner will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes, and distribute copies within 10 working days to the Contractor, meeting participants, and others affected by decisions made.
- C. Attendance is required for the Contractor's job superintendent, major subcontractors and suppliers, the Owner's Project Manager, Designer, Construction Manager, and other City representatives as appropriate to the agenda topics for each meeting.
- D. Standard Agenda
  - 1. Health and Safety Issues
  - 2. Review minutes of previous meeting.
  - 3. Review of work progress.
  - 4. Field observations, problems, and decisions.
  - 5. Identification of problems that impede planned progress.
  - 6. Progress schedule (3 weeks ahead; 1 week back).
  - 7. Effect of proposed changes on progress schedule and coordination.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Safety issues.
  - 11. Maintenance of quality and work standards.
  - 12. Demonstration that the project record drawings are up-to-date.
  - 13. Pay request (as required).
  - 14. Other business relating to the work.

DIVISION 01—GENERAL REQUIREMENTS  
Section 013100—Project Management and Coordination

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.01 PARTNERING

- A. Construction partnering is a process of improving communication and better understanding the goals and objectives of all parties in a construction project. It is also a process to avoid disputes by working together to resolve issues. Although a formal partnering program is not planned for this project an informal and voluntary partnering process is desired.
- B. The Owner will meet with the selected Contractor near the time of the pre-construction meeting and the parties will jointly determine the partnering program for the project or to forego a partnering program.

**END OF SECTION**

DIVISION 01—GENERAL REQUIREMENTS  
Section 013200—Construction Progress Documentation

PART 1 – GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this Work as if specified in this section. Work related to this section is described throughout the Specifications.

1.02 CONSTRUCTION SCHEDULE:

- A. The Contractor shall prepare a construction schedule showing specific tasks, dates and critical path necessary for completion of the project within the Contract time limits. The preliminary schedule will be submitted unless otherwise specified, within fourteen (14) days after the date of Contract Execution. Within 5 working days, the Contractor shall revise the preliminary schedule in accordance with the Owner's corrections and submit the revised schedule for acceptance. Upon the Owner's acceptance, the schedule shall become the Project Construction Schedule. The Project Construction Schedule will be reviewed and updated at each progress meeting. All changes to the progress schedule of more than 3 working days shall be documented on the updated progress schedule and shall be submitted both in writing and electronic format (e-mailed) and submitted to the Engineer. The Project Construction Schedule, as accepted by the Owner, will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract. The schedule shall be submitted weekly in paper and electronic formats.
- B. The Schedule format shall be a network analysis of the critical path method. The Schedule shall identify the Work clearly, showing the detailed items of Work. The breakdown of Work shall, at a minimum, show all of the items identified in the Schedule of Values and significant design, manufacturing, construction, and installation activities. Submittals and long lead items shall be included and the relationship between submittal and the Work item shall be identified. The relationship between the Work items shall clearly show the starting dates, and include all details of the Work within the time frame shown.
- C. The Schedule shall include sufficient time for cleaning, punch list review and completion of punch list items prior to the designated substantial completion date.
- D. The Schedule shall be used to justify time extension days requested by the Contractor. For additional days requested, the Schedule shall be detailed enough to identify the Work item(s) affected and the relationship to the changed or added Work.
- E. Should any activity not be completed by the stated scheduled date, the Owner will have the right to require the Contractor to expedite completion of the activity by



DIVISION 01—GENERAL REQUIREMENTS  
Section 013200—Construction Progress Documentation

whatever means appropriate and necessary, without additional compensation to the Contractor.

1.03 ON-SITE DOCUMENTS

- A. The Contractor shall maintain at the project site, in good order for ready reference by the Owner, one complete record copy of the Contract Documents, including the Addenda, Change Orders, and all working drawings, Progress Schedule, and other approved submittals. The Contractor shall generate and keep on site all documents and reports required by applicable permit conditions.
- B. The Contract record drawings shall be marked to record all changes made during construction. The location of all existing or new underground piping, valves and utilities, and obstructions as located during the Work, shall be appropriately marked on the ground until the Contractor incorporates the actual field location dimensions and coordinates into the Project's record drawings. The Project's record drawings shall be updated on a weekly basis and before elements of the Work are covered or hidden from view. After the completion of the Work or portions of the Work and before requesting final inspection, the record copy of the Drawings shall be given to the Owner. The Owner reserves the right to withhold progress payments until such time as the record drawings are updated to reflect current site conditions.

1.04 CONSTRUCTION SEQUENCING

- A. The Owner has developed a proposed sequence of construction for certain elements of this project to achieve the desired product. The Owner's proposed sequencing and the rationale for that sequencing is provided below. Actual project sequencing will be left to the Contractor's discretion, provided that the rationale for the Contractor's selected sequencing is adequately documented in the Contractor's Work Plan and approved by the Owner.
- B. Owner's proposed construction sequence
  - 1. The Owner's proposed construction sequence is as follows:
    - a) Submittals: Provide shop drawings and related submittals for long lead items (order materials on approval of submittals)
    - b) Mobilization and Temporary Facilities: Includes furnishing and placement of temporary site security fencing, tree protection fencing, temporary power and sanitation facilities, and temporary erosion and sedimentation controls
    - c) Demolition and clearing: Remove existing features and vegetation to allow for excavation and grading

DIVISION 01—GENERAL REQUIREMENTS  
Section 013200—Construction Progress Documentation

- d) Upland construction of trail (to be completed by July 1, 2023)
  - e) Aquatic construction of in-water shoreline improvements (July 16 to September 30, 2023)
  - f) Perform final cleanup
2. The Contractor must make their own determination whether this sequence or the Contractor's own adaptation of this sequence will allow the Contractor to be the successful bidder recognizing the Contractor will determine their own means and methods to perform the Work, price the Work, and have responsibility for associated risks.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

**END OF SECTION**

## DIVISION 01—GENERAL REQUIREMENTS

### Section 013300—Submittal Procedures

#### PART 1 – GENERAL

##### 1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this Work as if specified in this section. Work related to this section is described throughout the Specifications.
- B. Individual submittals are required in accordance with the pertinent sections of these Specifications. Other submittals may be required during the course of the project and are considered part of the normal Work to be completed under the Contract.

#### PART 2 – PRODUCTS

##### 2.01 COMPLIANCE

- A. Failure to comply with these requirements shall be deemed as the Contractor's agreement to furnish the exact materials specified or materials selected by the Owner based on these specifications.

##### 2.02 SHOP DRAWINGS

- A. The Owner will not accept shop drawings that prohibit the Owner from making copies for its own use.
- B. Quality: Shop drawings shall be prepared accurately to scale sufficiently large to indicate all pertinent features of the products and the method of fabrication, connection, erection, or assembly with respect to the work.
- C. All drawings submitted to the Owner for approval shall be drawn on full-size (ANSI D) copy or half-scale sets on 11 by 17 inches. Electronic versions of the drawings will be accepted in the following formats via email or other electronic transfer method to the Owner:
  - 1. DWG
  - 2. TIF
  - 3. PDF – Formatted to print to half-scale set on 11- by 17-inch paper
- D. Type of Prints Required:
  - 1. The Contractor shall submit six paper copies of all shop drawings or supplemental working drawings in accordance with the General Conditions.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 013300—Submittal Procedures

- E. In lieu of the above, submittals typically provided on paper may be submitted electronically as PDFs via email to the Owner's project manager.

#### 2.03 MANUFACTURERS' LITERATURE

- A. The Contractor shall submit manufacturers' literature for approval.
- B. Catalog cuts or brochures shall show the type, size, ratings, style, color, manufacturer, and catalog number of each item and be complete enough to provide for positive and rapid identification in the field. Catalog data shall be submitted in an orderly bound form. General catalogs or partial lists will not be accepted.
- C. Submittals shall be submitted electronically as PDFs. The manufacturer's original electronic issue is preferred.

#### 2.04 SAMPLES

- A. The sample submitted shall be the exact or precise article proposed to be furnished.
- B. Samples, color chips, finish styles, etc., shall be submitted in sufficient number as to provide the Owner with alternate choices.

#### 2.05 SUBSTITUTIONS

- A. Refer to the Section 012500—Substitution Procedures.
- B. Catalog data for equipment approved by the Owner does not in any case supersede the Contract Documents. The approval by the Owner or their Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless the Contractor has in writing called to the Owner's attention to such deviations at the time of the submission, nor shall it relieve it from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Contract Documents for deviations and errors.

## PART 3 – EXECUTION

### 3.01 TRANSMITTALS

- A. General: The Contractor shall submit all shop drawings, catalog cuts, brochures, and mailable samples accompanied with a Submittal Review Transmittal form provided to the Contractor at the Pre-Construction Meeting.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 013300—Submittal Procedures

- B. Preparation: A separate submittal form shall be prepared for each product or procedure and shall be further identified by referencing the Specification section and paragraph number and each submittal shall be numbered consecutively.
- C. Submittals shall be submitted electronically as PDFs.
- D. The Owner intends to complete the review of all submittals within 10 working days of receipt. When incomplete or rejected submittals are returned to the Contractor, the Contractor shall make appropriate revisions and resubmit. Review of resubmittals will be completed within 10 working days. The Contract time shall not be extended on the basis that the Contractor experienced delays due to rejection of submittals.
- E. All submittals shall be dated, signed, and certified by the Contractor as being correct and in conformance with the Contract Documents. The Owner’s review of Contractor submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any errors in Contractor submittals.
- F. Whenever materials or equipment are described by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words “or equivalent,” indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted by the Owner or their Engineer. Sufficient information shall be submitted by the Contractor to allow the Owner to determine that the material or equipment proposed is equivalent to that named, subject to the following requirements:
  - 1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the Contractor.
  - 2. The Owner will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the Owner’s decision shall be final.
  - 3. The Owner may require the Contractor to furnish, at the Contractor’s expense, additional data about the proposed substitution.
  - 4. Acceptance by the Owner of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
- G. No substitute materials shall be installed by the Contractor until written approval has been obtained from the Owner authorizing the material as an “Approved Equivalent.”
- H. All equipment, materials, and articles incorporated into the permanent Work:

## DIVISION 01—GENERAL REQUIREMENTS

### Section 013300—Submittal Procedures

1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise
2. Shall meet the requirements of the Contract and be approved by the Owner and their Engineer
3. May be inspected or tested at any time during their preparation and use
4. Shall not be used in the Work if they become unfit after being previously approved

#### 3.02 COORDINATION

- A. Shop and detail Drawings shall be submitted in related packages. All equipment or material details which are interdependent or are related in any way must be submitted indicating the complete installation. Submittals shall not be altered once approved for Construction. Revisions shall be clearly marked and dated. Major revisions must be submitted for approval.
- B. The Contractor shall thoroughly review all shop and detail Drawings, prior to submittal, to assure coordination with other parts of the work. The Contractor's failure to do this will be the cause for rejection. Submittals shall bear this approval stamp and initials.
- C. Components or materials which require shop Drawings and which arrive at the job site prior to approval of shop Drawings shall be considered as not being made for this project and shall be subject to rejection and removal from the premises.

**END OF SECTION**

DIVISION 01—GENERAL REQUIREMENTS  
Section 013529—Health, Safety, and Emergency Response Procedures

PART 1 – GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this Work as if specified in this section. Work related to this section is described throughout the Specifications.

1.02 DESCRIPTION OF WORK

- A. The Work includes the requirements for health and safety provisions necessary for all Work at the site for this project. The Work also includes compliance with all laws, regulations, and ordinances with respect to safety, noise, dust, fire and police action, civil disobedience, security, or traffic.

1.03 SUBMITTALS

- A. Prior to the start of any Work, the Contractor shall provide a site-specific Health and Safety Plan (HASP), which meets all the requirements of local, state, and federal laws, rules, and regulations and the pertinent regulations listed in Division 00 to 35 of the Contract Documents. The HASP shall address all requirements for general health and safety and shall include but not be limited to:
  - 1. Description of Work to be performed and anticipated chemical and/or physical hazards associated with the Work.
  - 2. Map of the sites illustrating the location of the anticipated hazards and areas of control for those hazards.
  - 3. Hazardous material inventory and safety data sheets for all chemicals that will be brought on site.
  - 4. Signage appropriate to warn site personnel and visitors of anticipated site hazards.
  - 5. Engineering controls and equipment to be used to protect against anticipated hazards.
  - 6. Personal protective equipment and clothing including head, foot, skin, eye, and respiratory protection.
  - 7. Procedures that will be used for:
    - a) Lockout/Tagout
    - b) Fall Protection

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- c) Trenching and shoring
  - d) Hot Work
  - e) Asbestos and lead hazards
  - f) Trenching and shoring
  8. Site housekeeping procedures and personal hygiene practices.
  9. Personnel and equipment decontamination plan.
  10. Administrative controls.
  11. Emergency plan including locations of and route to nearest hospital.
  12. Medical surveillance program for site personnel before, during, and after completion of site Work, if required.
  13. Record keeping including:
    - a) Documentation of appropriate employee training
  14. Name and qualification of person preparing the HASP and person designated to implement and enforce the plan.
  15. Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the plan.
- B. The Contractor shall prepare a Spill Prevention, Control and Countermeasure (SPCC) Plan prior to the start of any construction activity. The Contractor can submit the site-specific HASP and SPCC Plan as one comprehensive document or can submit the plans as separate documents.

#### 1.04 POTENTIAL PHYSICAL AND OTHER HAZARDS

- A. The Work of the Contractor is described elsewhere in these Specifications. Precautions to prevent all anticipated physical and other hazards, including heavy equipment and vessels, shall be addressed in the HASP.
- B. Specific aspects of construction resulting in physical hazards anticipated for this project include, but are not limited to, the following:
  1. Work over water, presenting hazards of falling overboard, hypothermia from exposure to the elements, and drowning.



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### Section 013529—Health, Safety, and Emergency Response Procedures

2. Operation of marine equipment, including winches, dredges, and related equipment, presenting hazards of entrapment, ensnarement, and being struck by moving parts.
- C. Other anticipated physical hazards include, but are not limited to, the following:
1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction).
  2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, especially when precipitation occurs during these conditions.
  3. Biological hazards, such as insect stings or bites.
  4. Trips and falls.

## PART 2 – PRODUCTS

### 2.01 PRODUCTS SPECIFIED FOR HEALTH AND SAFETY

- A. Provide the equipment and supplies necessary to support the Work as described in the site-specific HASP. Equipment and supplies may include, but are not limited to, the following:
1. Chemicals to be used on site including dust suppressants and wetting agents, cleaning, degreasing, welding, and cutting supplies
  2. Hazardous materials inventory and safety data sheets for the chemicals brought on site
  3. Enclosure equipment (for dust and asbestos fiber control)
  4. Fencing and barriers
  5. Warning signs and labels
  6. Trenching equipment
  7. Fire extinguishers
  8. Equipment to support “hot” Work
  9. Equipment to support lock out/tag out procedures
  10. Scaffolding and fall protection equipment

## DIVISION 01—GENERAL REQUIREMENTS

### Section 013529—Health, Safety, and Emergency Response Procedures

11. Personal protective equipment (hard hats, foot gear, skin, eye, and respiratory protection)
12. Area and personnel exposure monitoring equipment
13. Demolition equipment and supplies
14. Decontamination equipment and supplies
15. First aid equipment
16. Release prevention equipment
17. Field documentation logs/supplies

## PART 3 – EXECUTION

### 3.01 WORK AREA PREPARATION

- A. Contractor shall comply with health and safety rules, regulations, and ordinances promulgated by the local, state, and federal government, the various construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to, any and all protective devices, equipment, and clothing; guards; restraints; locks; latches; switches; and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall cause inspections and reports by the appropriate safety authorities to be conducted to ensure compliance with the intent of the regulations.
- B. Contractor shall inform employees and subcontractors and their employees of the potential danger in working with any potentially contaminated materials, equipment, soils, and groundwater at the project site.
- C. Contractor shall perform whatever Work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Engineer, and Contractor) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.
- D. The Owner's review of the Contractor's performance does not include an opinion regarding the adequacy of, or approval of, the Contractor's safety supervisor, the site specific HASP, safety program, or any safety measures taken in, on, or near the construction site.
- E. Accidents causing death, injuries, or damage must be reported immediately to the Owner in person or by telephone or messenger. In addition, promptly report in

## DIVISION 01—GENERAL REQUIREMENTS

### Section 013529—Health, Safety, and Emergency Response Procedures

writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on or adjacent to the site, giving full details and statements of witnesses.

- F. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Owner, giving full details of the claim.

#### 3.02 SITE SAFETY AND HEALTH OFFICER

- A. Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in construction safety, marine construction safety, excavation, confined space entry, rescue procedures, and the use of all necessary safety equipment, air monitoring equipment, and gas detectors that the Work requires. The person must be present at all times while Work is being performed and conduct testing, as necessary.
- B. The Site Safety and Health Officer shall be empowered with the delegated authority to order any person or worker on the project site to follow the safety rules. Failure to observe these rules is sufficient cause for removal of the person or worker(s) from this project.
- C. The Site Safety and Health Officer is responsible for determining the extent to which any safety equipment must be utilized, depending on conditions encountered at the site.

#### 3.03 SITE MAINTENANCE

- A. The Contractor shall keep the Work site, staging areas and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the Work, and before final acceptance, the Work site shall be cleared of equipment, unused materials and rubbish to present a clean and neat appearance in conformance with the present condition of the site.
  - 1. Cleanup
    - a) Waste material of any kind shall not be permitted to remain on the site of the Work or on adjacent streets. Immediately upon such materials becoming unfit for use in the Work, they shall be collected, carried off the site and disposed of by the Contractor.
    - b) The Contractor shall keep all buildings occupied by the Contractor clear of all refuse, rubbish and debris that may accumulate from any source and shall keep them in a neat condition to the satisfaction of the Engineer.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 013529—Health, Safety, and Emergency Response Procedures

- c) In the event that waste material, refuse, debris, or rubbish are not so removed from the Work site by the Contractor, the Owner reserves the right to have the waste material, refuse, debris, or rubbish removed and the expense of the removal and disposal charged to the Contractor.
- d) Paints, solvents, petroleum products, hazardous substances and other construction materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters or soils. Excess materials shall be disposed of off site in accordance with applicable local, state and federal regulations.
- e) The Contractor shall manage all pH-modifying sources to prevent entry of contaminants into storm drains, surface waters or soils. PH-modifying sources include, but are not limited to, bulk cement, concrete washing and cure waters, waste streams generated from drilling or concrete sawing, exposed aggregate processes and concrete pumping and mixer washout waters.

#### 2. Street Cleaning

- a) The Contractor shall be responsible for preventing dirt and dust from escaping from trucks departing the project site by covering dusty loads, washing truck tires before leaving the site, or by other reasonable methods.
- b) When working dump trucks and other equipment are on paved streets and roadways, the Contractor will be required to clean said streets on an ongoing basis in compliance with air and stormwater regulatory requirements and as required by the Owner.
- c) In the event that the above requirements are violated and no action is taken by the Contractor after notification of infraction by the Engineer, the Engineer reserves the right to have the streets in question cleaned by others and the expense of the operation charged to the Contractor.

#### 3.04 SPILL PREVENTION AND CONTROL

- A. The Contractor shall be responsible for prevention, containment and cleanup of spilling oil, fuel and other petroleum products used in the Contractor's operations. All such prevention, containment and cleanup costs shall be borne by the Contractor. The Contractor shall prepare an SPCC Plan prior to the start of construction activity.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 013529—Health, Safety, and Emergency Response Procedures

- B. The Contractor is advised that discharge of oil from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- C. The Contractor shall, at a minimum, take the following measures regarding oil spill prevention, containment, and cleanup.
  - 1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums, and other equipment and facilities shall be inspected regularly for drips, leaks or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
  - 2. All land-based oil and products' storage tanks shall be diked, contained, and/or located so as to prevent spills from escaping into the water. Diking and containment area surfaces shall be lined with impervious material to prevent oil from seeping through the ground and dikes.
  - 3. All visible floating oils shall be immediately contained with booms, dikes, or other appropriate means and removed from the water prior to discharge into state waters. All visible oils on land shall be immediately contained using dikes, straw bales, or other appropriate means and removed using sand, ground clay, sawdust, or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed off site in accordance with applicable local, state, and federal regulations.
  - 4. In the event of any oil or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify all parties required by permits and federal, state, and local regulations, and shall also immediately notify the following parties:
    - a) Owner: Paul West 206-677-1028
    - b) National Response Center: 800-424-8802
    - c) Washington Department of Ecology, Southwest Regional Office: 360-607-6300
    - d) Washington Emergency Management Division: 800-258-5990
- D. The Contractor shall maintain the following materials (as a minimum) at each of the project sites:
  - 1. Oil-absorbent booms: four each, 10 feet long

DIVISION 01—GENERAL REQUIREMENTS

Section 013529—Health, Safety, and Emergency Response Procedures

2. Oil-absorbent pads or bulk material, adequate for coverage of 200 square feet of surface area
3. Oil-skimming system
4. Oil dry all gloves and plastic bags

**END OF SECTION**

## DIVISION 01—GENERAL REQUIREMENTS

### Section 014500—Quality Control

#### PART 1 – GENERAL

##### 1.01 QUALITY CONTROL FOR COMPLIANCE:

- A. All Work described in the Contract Documents must be fully tested in accordance with applicable sections of these Specifications. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, and General Requirements, apply to this Work as if specified in this section.

##### 1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this Work as if specified in this section. Work related to this section is described throughout these Specifications.

##### 1.03 SUBMITTALS

- A. The Contractor shall submit the qualifications of the personnel identified in Article 2.01 of this section.

##### 1.04 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- H. Familiarity with Pertinent Codes and Standards: In procuring all items used in this Work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 014500—Quality Control

- I. Rejection of Non-Complying Items: The Owner reserves the right to reject items incorporated into the Work which fail to meet the specified minimum requirements. The Owner further reserves the right, and without prejudice to other recourse the Owner may take, to accept non-complying items subject to an adjustment in the Awarded Contract Price as approved by the Owner.

#### 1.05 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from the Owner before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

#### 1.06 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, nor responsibilities of the parties in the Contract, nor those of the Owner, shall be altered from the Contract Documents by mention or inference otherwise in any reference document.
- E. All pertinent laws, ordinances, rules, regulations and codes shall govern construction activities at the Work site.
- F. Construction that is not governed by governmental regulations or the Contract Specifications will be governed by the more stringent provisions of the latest published edition or statute adopted edition, at the time of Contract signing, following applicable codes and standards:
  1. Uniform Building Code
  2. National Electrical Code
  3. Uniform Plumbing Code



## DIVISION 01—GENERAL REQUIREMENTS

### Section 014500—Quality Control

4. Uniform Fire Code
5. WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction (2023 Edition)

#### 1.07 PERMITS

- A. Refer to Section 014126—Permits and Appendix A for permit requirements.

#### 1.08 TESTING SERVICES

- A. Necessary materials testing shall be performed by an independent testing laboratory during the execution of the Work. Access to the area necessary to perform the testing and/or to secure the material for testing, shall be provided by the Contractor.
- B. Testing does not relieve Contractor to perform Work to contract requirements.
- C. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum.
- D. Material testing for initial material approval will be performed by an independent, certified laboratory and paid for by the Contractor. These tests must be dated within 6 months of the submittal date.
- E. Subsequent sampling and testing, required as the Work progresses to ensure continual control of materials and compliance with all requirements of the Contract documents, shall be the responsibility of the Owner, except as required by other sections of these Specifications.

#### 1.09 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up equipment, test, and adjust and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to the Owner 30 days in advance of required observations. The observer is subject to approval of the Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

DIVISION 01—GENERAL REQUIREMENTS

Section 014500—Quality Control

PART 2 – PRODUCTS

2.01 CONTRACTOR PERSONNEL REQUIREMENTS

- A. All Contractor personnel shall be trained, experienced and qualified to perform the tasks assigned to them.
  
- B. The Contractor shall submit the qualifications of the proposed field superintendent to the Owner for review and approval. The proposed field superintendent shall have a minimum of 5 years of experience as a field superintendent, in addition to having been the field superintendent on three projects of similar type and size, described below.

DIVISION 01—GENERAL REQUIREMENTS

Section 014500—Quality Control

**Contractor Personnel**

**Field Superintendent:**

The field superintendent must have successfully completed three projects of similar type and size.

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

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

Phone: \_\_\_\_\_

Name of Contractor Employed By: \_\_\_\_\_

#1 Project Name: \_\_\_\_\_

Engineer: \_\_\_\_\_ Contact

Person: \_\_\_\_\_

Name of Contractor Employed By: \_\_\_\_\_

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

#2 Project Name: \_\_\_\_\_

Engineer: \_\_\_\_\_ Contact

Person: \_\_\_\_\_

Name of Contractor Employed By: \_\_\_\_\_

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

#3 Project Name: \_\_\_\_\_

Engineer: \_\_\_\_\_ Contact

Person: \_\_\_\_\_

Name of Contractor Employed By: \_\_\_\_\_

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

DIVISION 01—GENERAL REQUIREMENTS

Section 014500—Quality Control

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification sections.
- D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

**END OF SECTION**

DIVISION 01—GENERAL REQUIREMENTS  
Section 015000—Temporary Facilities and Controls

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The Work includes the requirements to provide temporary facilities required by both the Contractor and the Owner until Final Completion of the Work. The Work also includes compliance with all controls or ordinances with respect to safety, noise, dust, security, or traffic. Temporary facilities may be provided by water-based equipment or by land, since this is a water-based construction mobilization.

1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this Work as if specified in this section. Work related to this section is described throughout these Specifications.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.01 UTILITIES

- A. The Contractor shall provide adequate facilities for Contractor's operation at Contractor's expense, including:
1. Water
    - a) Fresh drinking water for employees shall be provided near sanitary containers by the Contractor. The Contractor shall make arrangements with the Owner or other sources to supply construction water for the duration of this Contract.
    - b) All such connections, fittings, etc., shall be furnished, installed by the Contractor, and removed upon completion of the Work, to the satisfaction of the Owner.
  2. Construction Electricity
    - a) The Contractor shall make all arrangements for the furnishing of electric power for construction purposes. The power meter shall be registered in the name of the Contractor.
  3. Toilet Room Facilities

DIVISION 01—GENERAL REQUIREMENTS  
Section 015000—Temporary Facilities and Controls

- a) The Contractor shall install and maintain necessary temporary sanitary toilet facilities with hand washing facilities during the term of this contract. All toilet facilities shall be regularly maintained in a sanitary condition. Toilets shall be of a chemical type; removed at completion of Work and the premises disinfected.
4. Fences and Enclosures
- a) Furnish and install temporary fencing to limits indicated on the Drawings.
  - b) The temporary fence shall consist of woven wire mesh not less than 6 feet in height, complete with metal or wood posts and all required bracing, and with truck and pedestrian gates, required to accomplish the Work. The Contractor shall ensure that the fence sufficiently encompasses the work area to exclude unauthorized personnel. The Contractor shall be solely responsible for the safety and security of the area enclosed by the fence.
  - c) In addition, the Contractor may furnish and install additional fencing to protect its materials and equipment.

3.02 SITE MAINTENANCE

A. Cleanup

1. The Contractor shall keep the Work site, staging areas, and Contractor's facilities clean and free from dirt, dust, rubbish, and debris at all times. Materials and equipment shall be removed from the site when they are no longer necessary. Before Final Completion of the Work, the Work site shall be cleared of equipment, unused materials, and dirt, dust, and rubbish to present a clean and neat appearance. Disturbed areas shall be restored per the Owner's direction.
2. Waste material of any kind shall not be permitted to remain on the site of the Work or on adjacent streets. Immediately upon collection of such materials, they shall be carried off the site and disposed of properly by the Contractor.
3. In the event that waste material, refuse, debris or rubbish is not so removed from the Work by the Contractor, the Owner reserves the right to have such material removed and the expense of the removal and disposal charged to the Contractor.
4. Paints, solvents, and other materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters, or soils. These materials shall be collected and properly disposed of by the Contractor.

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Section 015000—Temporary Facilities and Controls

B. Public Street and On-Site Roadway Cleaning

1. The Contractor shall be responsible for preventing dirt and dust escaping from trucks and other vehicles operating on or departing the project site by sweeping, covering dusty loads, washing truck tires, and all other reasonable methods.
2. When trucks and other equipment are operating on paved public streets, site roadways, and paved and gravel surfaces, the Contractor will be required to clean said streets, roadways, and other paved surfaces at least daily, and at other times if required by the Owner.
3. In the event that the above requirements are violated and no action is taken by the Contractor after notification of infraction by the Owner, the Owner reserves the right to have the streets, roadways and other paved surfaces in question cleaned by others and the expense of the operation charged to the Contractor.

3.03 AIR POLLUTION CONTROL

- A. The Contractor shall only fuel construction equipment dedicated to the project with Ultra Low Sulfur Diesel having a sulfur content of 15 parts per million weight or less. “Dedicated” means anticipated to be used in the Work for more than 40 hours. For other equipment used in the Work the use of Ultra Low Sulfur Diesel is encouraged.
- B. The Contractor shall not discharge smoke, dust, or other contaminants into the atmosphere that violate local, state, or federal regulations or Owner-specific requirements. Internal combustion engines shall not be allowed to idle for prolonged periods of time. The Contractor shall maintain construction vehicles and equipment in good repair. Exhaust emissions that are determined to be excessive by the Owner shall be repaired or the equipment replaced.
- C. The Contractor shall minimize dust by cleaning, sweeping, vacuum sweeping, sprinkling with water, or other means. The use of water in amounts that result in mud on public streets or runoff to on-site or off-site storm drain catchments is not acceptable as a substitute for sweeping or other methods. Equipment for this operation shall be on the job site or available at all times.
- D. The Contractor shall minimize dust and waste generated during demolition by thoroughly cleaning specified structures prior to demolition. The Contractor may utilize vacuuming, water washing, or a combination of methods to achieve this dust and waste control. Use of compressed air is not permitted for cleaning purposes. All wash water, dust, and waste residuals shall be collected and properly managed by the Contractor. Under no circumstances shall wash water be directly introduced to the storm drain system. Dust control by water misting

DIVISION 01—GENERAL REQUIREMENTS  
Section 015000—Temporary Facilities and Controls

during demolition may also be utilized for dust control, either on buildings that have been pre-cleaned or on buildings which are not specified for pre-cleaning. As previously noted, water from misting operations shall not be allowed to discharge into the storm drain system.

- E. The Contractor shall furnish and provide all necessary compliance related activities, permits and licenses associated with the use of an on-site crusher. All such applications and intended activities are subject to the Owner's review and approval.

3.04 NOISE CONTROL

- A. Construction involving noisy operations, including starting and warming up of equipment shall be in compliance with local noise ordinances.
- B. The Contractor shall comply with all local controls and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract.
- C. Each internal combustion engine, used for any purpose on the job or related to the job, shall be enclosed and be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler and enclosure.

3.05 USE AND OCCUPANCY

- A. The Contractor will be allowed space for the storage of materials, equipment and employee parking as shown on the drawings. Employee parking will be confined to the Contractor's work and storage area. Refer to Section 011400—Work Restrictions, Section 1.07 Parking
- B. The Contractor may make arrangements with private property owners as desired to secure additional space for material storage, employee parking, etc. All space must be within local land use and permitting requirements at the Contractor's expense. The Contractor must provide the Owner a copy of the release from the private property owner that all obligations of the property use arrangement have been met before final payment to the Contractor is issued.
- C. The construction site shall be closed to the public at all times. The Contractor shall abide by special request of security personnel, and local police and fire departments.

**END OF SECTION**



DIVISION 01—GENERAL REQUIREMENTS  
Section 015713—Temporary Erosion and Sediment Control

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The Work shall consist of planning, installing, inspecting, maintaining and removing Temporary Erosion and Sediment Control (TESC) Best Management Practices (BMPs) to prevent pollution of air and water, and control, respond to, and dispose of eroded sediment and turbid water during the term of the Contract, consistent with the City of Mercer Island Construction Permits, the project specific Construction Stormwater Pollution Prevention Plan (SWPPP), and Washington State Department of Ecology regulations.
- B. The Owner installed silt fence at the site in the spring of 2022. The Contractor shall inspect and upgrade, as needed, TESC measures installed by the Owner and shall reuse the materials installed, where possible, to meet the requirements of these Specifications.
- C. A Small Project Construction SWPPP was prepared by the Owner using a template provided small projects by the City of Mercer Island. The Small Project Construction SWPPP was submitted for permitting and is included in Appendix A. In addition, the Drawings include conceptual TESC plans that are intended to show the minimum TESC measures required for completion of the Work. The Contractor shall review the Owner-provided SWPPP and TESC plans and shall prepare their own TESC plans reflecting any additions or recommended changes to the TESC plans and SWPPP prepared by the Owner. The Contractor's TESC plans shall meet or exceed the requirements of the City of Mercer Island, the Washington State Department of Ecology, and all applicable permits.
- D. The Contractor will be responsible for furnishing, installing, and maintaining TESC BMPs, as needed to comply with applicable permits, City of Mercer Island requirements, and Washington State Department of Ecology requirements.
- E. The Contractor shall have on site at all times or on call at all times an individual who is a Certified Erosion and Sediment Control Lead (CESCL). The Contractor will be responsible for updating the SWPPP to reflect required changes to BMPs, as needed, to comply with the Construction Stormwater General Permit at no additional cost to the Owner.
- F. These TESC requirements shall apply to all areas associated with the Work including, but not limited to, the following:
  - 1. Work areas
  - 2. Equipment and material storage areas
  - 3. Staging areas

## DIVISION 01—GENERAL REQUIREMENTS

### Section 015713—Temporary Erosion and Sediment Control

- 4. Stockpiles
- 5. Discharge points within or adjacent to the Work areas that are impacted by stormwater runoff from the site
- G. Acceptance of TESC plans does not constitute an approval of permanent Work or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities).
- H. For this Work, the Contractor shall read and conform to all requirements set forth in the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges Associated with Construction Activities.

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 013300— Submittal Procedures
- B. Section 015000—Temporary Facilities and Controls
- C. Section 017000—Execution and Closeout Requirements
- D. Section 024100—Demolition
- E. Section 311000—Site Clearing
- F. Section 312000—Earth Moving
- G. Section 329310—Tree and Shrub Protection
- H. Section 354200—Waterway Bank Protection

#### 1.03 REFERENCES

- A. The rules, requirements, and regulations that apply to this Work include, but are not necessarily limited to, the following:
  - 1. Washington State Department of Ecology, “Stormwater Management Manual for Western Washington,” 2019.
  - 2. Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (2023 edition), Section 8-01 – Erosion Control and Water Pollution Control.

#### 1.04 SUBMITTALS

- A. Contractor-prepared TESC plans indicating recommended revisions or modifications to the Small Project Construction SWPPP prepared by the Owner and the conceptual TESC plans provided in the Drawings. The Contractor-

DIVISION 01—GENERAL REQUIREMENTS  
Section 015713—Temporary Erosion and Sediment Control

submitted TESC plans shall show the locations and requirements for all TESC BMPs to be implemented by the Contractor.

- B. Safety data sheet for any dust palliative product.
- C. The Contractor shall submit to the Owner on a monthly basis a copy of all Contractor site inspection logs and monthly Discharge Monitoring Reports.
- D. TESC BMPs details and product information.
- E. Turbidity curtain product and details.

1.05 AUTHORITY OF ENGINEER

- A. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, and other areas of water impoundment.
- B. The Engineer may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.
- C. In the event that areas adjacent to the work area are suffering degradation due to erosion, sediment deposit, water flows, or other causes, the Engineer may stop construction activities until the situation is rectified.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Products that are required to accomplish or be incorporated into the work of this section shall be as shown on the Drawings or in the approved SWPPP, or as selected by the Contractor, subject to approval by the Engineer.

2.02 DUST CONTROL

- A. Dust palliative for dust control shall be proposed by the contractor and approved by the Engineer.

2.03 TESC TURBIDITY CURTAIN

- A. The Contractor shall install and maintain a TESC Turbidity Curtain to control turbidity in Lake Washington during construction, as required by the applicable permits for the work.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 015713—Temporary Erosion and Sediment Control

1. The TESC Turbidity Curtain shall consist of a continuous top floating tube and a continuous bottom pocket which can hold ballast weight (provided by a chain or metal bars inside the pocket). The sedimentation control curtain material shall be a permeable, woven geotextile material. TESC Turbidity Curtain shall be FSC-7 as manufactured by Layfield Plastics, or equivalent as approved in writing by the Engineer.
2. The height of the TESC Turbidity Curtain shall be at least 1 foot greater than the total height of the water column during high water stage along its entire length.

#### 2.04 OTHER MATERIALS

- A. Materials for other TESC BMPs shall be as shown on the Drawing or as provided in the Contractor-submitted and approved TESC plan and Construction SWPPP.

### PART 3 – EXECUTION

#### 3.01 GENERAL

- A. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the Engineer.
- B. No discharge of water shall be allowed that exceed the regulated pollutant levels in the NPDES General Permit for Discharges Associated with Construction Activities.
- C. The Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this section.
- D. The Contractor shall be solely responsible for schedule impacts incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this section.

#### 3.02 TEMPORARY EROSION AND SEDIMENT CONTROL DEVELOPMENT

- A. The Contractor is responsible for developing TESC BMPs needed to control stormwater runoff from the site during construction in accordance with the approved SWPPP. The Contractor shall address the following issues as part of developing and implementing the BMPs.
  1. The TESC notes and details shown in the Drawings and the information in this section of these Specifications are minimum requirements for the anticipated site conditions during the construction period. During the construction period the Contractor shall, at no additional cost to the

## DIVISION 01—GENERAL REQUIREMENTS

### Section 015713—Temporary Erosion and Sediment Control

Owner, upgrade the TESC facilities as needed for unexpected storm events and modify these facilities for changing site conditions (such as relocation of ditches and silt fences, etc.)

2. The Contractor shall inspect the TESC facilities daily and maintain these facilities to ensure continued proper functioning during the construction period. Written records shall be kept by the Contractor of these inspections on a weekly basis during the wet season (October 1 through April 30) and on a monthly basis during the dry season (May 1 through September 30).
3. Any areas of exposed soils, including embankments, which will not be disturbed for 2 days during the wet season or 7 days during the dry season, shall immediately be stabilized by the Contractor with the approved TESC measure (seeding, mulching, plastic covering, etc.).
4. Any areas needing TESC measures not requiring immediate attention shall be addressed by the Contractor at the Engineer's discretion.
5. The TESC facilities in an inactive site shall be inspected and maintained by the Contractor at a frequency described in the Project Construction Stormwater NPDES General Permit. At no time shall more than 6 inches of sediment accumulate within a catch basin or manhole. All catch basins, manholes, and conveyance lines shall be cleaned by the Contractor at the completion of the project. The cleaning process shall not flush sediment-laden water into any downstream system.

#### 3.03 TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION

- A. The Contractor is responsible for implementing the SWPPP including TESC BMPs.
- B. The Contractor shall ensure that water, or a dust palliative and a dispensing subcontractor, is available as needed for project use. It is the responsibility of the dispensing subcontractor to develop and adhere to appropriate safety measures pertaining to the palliative use.
- C. Sediment and erosion controls:
  1. The Contractor shall establish methods for controlling sediment and erosion which address vegetative practices, structural control, silt fences, straw dikes, sediment controls, and operator controls as indicated in the approved construction permits, as shown on the Drawings, as specified in the approved SWPPP, or as directed by the Engineer.
  2. The Contractor shall institute stormwater management measures as required, which address controls for building materials and off-site tracking of sediment.

DIVISION 01—GENERAL REQUIREMENTS  
Section 015713—Temporary Erosion and Sediment Control

3. The Owner installed silt fencing and temporary construction fencing at the site in the spring of 2022. The Contractor shall be responsible for verifying the condition and placement of the silt fencing and shall repair, relocate, or add additional silt fencing and other measures to ensure sediment or sediment-laden water does not leave the project site.

D. Wastewater and stormwater management controls:

1. Pollution prevention measures:

- a) The Contractor shall use methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.
- b) The Contractor shall prevent wastewater from general construction activities such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, from entering flowing or dry watercourses or saltwater bodies without the use of approved turbidity control methods.
- c) The Contractor shall divert stormwater runoff from upslope areas away from disturbed areas. Existing stormwater inlets shall be protected from sediment-laden runoff from disturbed areas.

2. Turbidity prevention measures:

- a) The Contractor shall use methods for prevention of excess turbidity which include, but are not restricted to, intercepting ditches, settling ponds, or other methods that are not harmful to aquatic life.
- b) Wastewaters discharged into surface waters shall contain the least concentration of suspended solids possible.
- c) The Contractor shall install and maintain a TESC Turbidity Curtain in accordance with the applicable permits.
  - 1) Prior to demolition, excavation, and filling in indicated areas along the shoreline, the Contractor shall install TESC Turbidity Curtain along the affected stretch(es) of shoreline.
  - 2) Adjoining sections of TESC Turbidity Curtain shall be connected in accordance with manufacturer's recommendations. Seams adjoining adjacent sections of TESC Turbidity Curtain shall connect the entire height of

DIVISION 01—GENERAL REQUIREMENTS  
Section 015713—Temporary Erosion and Sediment Control

curtain such that there are no openings in the skirt. Each end of TESC Turbidity Curtain shall be located at or landward of the Ordinary High Water elevation on the bank. TESC Turbidity Curtain shall be tethered and anchored in place at each end with 3/16-inch diameter polyethylene rope tied securely to the top of the TESC Turbidity Curtain and to an onshore anchor. The anchor shall consist of 1 inch diameter steel pipe at least 12 inches into undisturbed soils or a concrete block of sufficient size to hold the curtain in place.

- 3) The TESC Turbidity Curtain shall remain in place for at least 1 month after earthwork is fully completed in the areas immediately alongside the installed curtain. During removal of the TESC Turbidity Curtain, Contractor shall use care to minimize disturbance of sediments.
3. If monitoring or inspection shows that the erosion controls are ineffective, the Contractor shall mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
  4. The Contractor shall remove and properly dispose of sediment from erosion controls once sediment has reached one-third of the exposed height of the control.
- E. Construction Site Management:
1. Contractor construction operations:
    - a) The Contractor shall perform construction activities by methods that will prevent entrance or accidental spillage of solid matter, contaminants, debris, or other pollutants or wastes into saltwater bodies, streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.
  2. Stockpiled or deposited materials:
    - a) The Contractor shall not stockpile or deposit excavated materials or other construction materials near or on saltwater shoreline, stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can in any way encroach upon the watercourse.

DIVISION 01—GENERAL REQUIREMENTS  
Section 015713—Temporary Erosion and Sediment Control

3. Fuel storage tanks management:
  - a) Storage tank placement: The Contractor shall place fuel or other petroleum product (hereinafter referred to collectively as fuel) storage tanks or containers at least 20 feet from saltwater bodies, streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source in a discharge area.
  - b) Storage area dikes: The Contractor shall construct storage area dikes at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity located in each area plus a sufficient amount of freeboard to contain the 25-year rainstorm.
  - c) Diked area barriers: The Contractor shall provide diked areas with an impermeable barrier at least 50 mils thick. Provide areas used for refueling operations with an impermeable liner at least 50 mils thick buried under 2 to 4 inches of soil.
  - d) Underground tank prohibitions: The Contractor shall not use underground storage tanks.
- F. In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or as ordered by the Engineer, such work shall be performed by the Contractor at its own expense.
- G. Prior to final payment, all temporary facilities shall be removed, and Construction Stormwater Discharge Permit terminated upon completion of the Work.

**END OF SECTION**



DIVISION 01—GENERAL REQUIREMENTS  
Section 017000—Execution and Closeout Requirements

PART 1 – GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this Work as if specified in this section. Work related to this section is described throughout the Specifications.

1.02 TIMING

- A. Prior to requesting final inspection, the Contractor shall assure itself that the project is complete in all aspects.

PART 2 – PRODUCTS

2.01 WARRANTY

- A. The Contractor warrants the labor, materials, and equipment delivered under the contract to be free from defects in design, material, or workmanship, and against damage caused prior to final inspection. Unless otherwise specified, this warranty extends for a period of 1 year from the date of Substantial Completion.
- B. The Contractor shall promptly (within 48 hours) repair or replace all defective or damaged items delivered under the contract. The Contractor will haul away all defective or damaged items prior to Substantial Completion.
- C. In the event of equipment failure, during such time, or in such a location that immediate repairs are mandatory, the Contractor shall respond promptly, irrespective of time.

PART 3 – EXECUTION

3.01 FINAL DOCUMENTS

- A. Project As-Built Drawings
  1. Project As-Built Drawings shall be compiled by the Contractor and submitted to the Owner for translation to the Record Drawings on a monthly basis.
  2. The Project As-Built Drawings will be submitted on paper full-sized (ANSI D) copy.
  3. Drawings shall be kept current and shall be done at the time the material and equipment is installed. Annotations to the record documents shall be

DIVISION 01—GENERAL REQUIREMENTS  
Section 017000—Execution and Closeout Requirements

made with an erasable colored pencil conforming to the following color code:

- a) Additions – Red
  - b) Deletions – Green
  - c) Comments – Blue
  - d) Dimensions – Graphite
4. Project As-Built Drawings must be complete and accepted by the Owner before Final Completion is issued.
  5. As-Built Drawings shall be in accordance with horizontal and vertical control as shown on the drawings.

B. Final Survey

1. See Section 017123—Field Engineering for Final Survey requirements. The Final Survey shall be completed and submitted to the Owner within 30 days of Substantial Completion. Final Survey must be complete and accepted by the Owner before Final Completion is issued.

C. The following Certificates shall be submitted by the Contractor prior to Final Completion:

1. Certificates of Conformance
  - a) Notice of Termination Construction Stormwater General Permit: (Confirmation of Termination request acceptance by Ecology).

3.02 CLEANUP

A. Final cleanup and cleanup during the course of the work is defined in the Standard Specifications. Those paragraphs are supplemented to provide the following:

1. Definition: Except as otherwise specifically provided, “clean” (for the purpose of this Article) shall be interpreted as meaning the level of cleanliness generally provided by commercial landscape maintenance subcontractors using commercial quality building landscape equipment and materials.
2. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described above.

DIVISION 01—GENERAL REQUIREMENTS  
Section 017000—Execution and Closeout Requirements

3. Site: Unless otherwise specifically directed by the Owner, hose down all paved areas on the site, all public sidewalks and catch basins on adjoining streets. Completely remove all resultant debris.
- B. Timing: Schedule final cleaning as approved by the Owner to enable the Owner to occupy a completely clean project.

**END OF SECTION**

## DIVISION 01—GENERAL REQUIREMENTS

### Section 017123—Field Engineering

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. This section describes the general requirements for site surveying and grade control including construction topographic and bathymetric surveys and record drawings, construction progress surveying, record keeping, and submittals. In addition, establish and maintain design lines and grades shown on the Contract Documents.

##### 1.02 RELATED SECTIONS

- A. Section 013300—Submittal Procedures
- B. Section 017000—Execution and Closeout Requirements

##### 1.03 QUALITY ASSURANCE

- A. It is the responsibility of the Contractor to schedule Contractor's survey and to verify that it has met the Contract requirements prior to proceeding to the next sequence of Work. The Owner shall review and approve each survey or survey increment prior to the Contractor proceeding to the next phase of Work in that area. The Contractor shall allow up to 3 business days for Owner review. Surveys of the Project shall be surveyed using the same vertical datum and horizontal coordinate system as the Contract Drawings. Surveys may need to be completed in small increments to document Work progress and sequential excavation and backfill. Survey requirements include:
  - 1. Construction Surveying: The Contractor will establish local horizontal and vertical control on the project site. Local control will be established using local survey markers. The Contractor will ensure closure of all survey loops. The Contractor's surveyor shall establish grade and layout stakes for maintaining accuracy of all earthwork and finish grades, and horizontal layout of site improvements.
  - 2. Post-Construction Surveying: The Contractor will perform a post-construction bathymetric and topographic survey of the entire project site. This survey shall be incorporated into the As-Built Drawings.
- B. The surveyor shall have insurance that has limits that meet or exceed the requirements of the Standard Specifications. The Contractor's surveyor shall be a professional land surveyor licensed to practice in the State of Washington.
- C. The Owner reserves the right to retain an independent surveyor to periodically check the Contractor's survey. Surveying performed by the Owner will be at no cost to the Contractor.

DIVISION 01—GENERAL REQUIREMENTS

Section 017123—Field Engineering

- D. Stantec Consulting Services is the Owner's Surveyor of Record for the base information provided. Stantec Consulting Services is eligible for Contractor surveying services during this project.

1.04 SUBMITTALS

- A. General submittals required in accordance with this section include:

1. Name, address, telephone number, and statement of qualifications of the Professional Land Surveyor before starting survey Work. This surveyor shall be responsible for stamping and signing all Work as noted below.
2. On request, field notes and documentation verifying accuracy of survey Work, to include cross section of interim surveys by the Contractor.
3. Project survey data shall be stored as electronic files on a compact disc formatted as a) DWG; b) TIF; c) PDF and printed to a mylar sheet. At a minimum, data for each survey point shall include a sequential reference number, the elevation, and appropriate northing and easting coordinates.
4. Field notes, drawings, quantity computations, and point data for each survey shall be submitted to:

Paul West, CIP Project Manager  
paul.west@mercergov.org  
Public Works Department  
City of Mercer Island  
9611 SE 36th St  
Mercer Island, Washington 98040

5. Progress surveys shall be conducted to monitor the accuracy of the Work being performed. Progress surveys shall be submitted prior to submittal of progress payment requests.
6. Closure calculation for horizontal and vertical control. Submit prior to commencing construction survey Work.

PART 2 – PRODUCTS

Not used.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 017123—Field Engineering

#### PART 3 – EXECUTION

##### 3.01 GENERAL

- A. At the Pre-Construction Meeting, the Contractor's Surveyor shall meet with the Owner to discuss the survey proceedings, methods, and equipment to be employed for the Contractor's surveys, and the survey submittal schedules.

##### 3.02 SURVEY REFERENCE POINTS

- A. Locate and establish survey control points and monuments for the layout for the project as required. Control points and monuments shall be established for demolition and clearing limits, erosion and sedimentation control, grading, stormwater utilities, and any other items shown on the contract Drawings, as needed. Promptly notify the Owner in writing of any discrepancies discovered.
- B. Provide a control traverse in the horizontal and vertical datum established for the project.
- C. Mark and protect survey control points prior to starting site Work. Make no change without prior written notice to the Owner.
- D. Promptly report to the Owner the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Prepare and submit application to the Washington State Department of Natural Resources for a Permit to Remove Survey Monuments for those monuments anticipated to be removed or disturbed during construction.
- F. Replace or relocate dislocated survey control points, or establish new control points, based on original survey control at no added cost to the Owner.

##### 3.03 PROCEDURES

- A. Contractor survey procedures (positioning modes, equipment calibration, and data reduction, adjustment, processing, and plotting) shall conform to industry standards.
- B. Failure to perform and process such surveys in accordance with recognized standards will result in a rejection and nonpayment for Work performed.
- C. All systems, methods, and procedures shall be described in the Dredging and Disposal Workplan and be subject to the Owner's approval.

DIVISION 01—GENERAL REQUIREMENTS

Section 017123—Field Engineering

3.04 NEW CONSTRUCTION

- A. The Contractor shall develop and make all detailed surveys necessary for construction of new Work, including setting bench marks for location of working points, verification of existing structures and critical topographic features, cut sheets, slope stakes and other surveys as required to ensure the Work is installed in accordance with the Contract Documents. The Contractor is responsible for notifying the Owner of any discrepancies found as a result of the detailed survey.

**END OF SECTION**

## DIVISION 31—EARTHWORK

### Section 311000—Site Clearing

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. The Work described in this section includes, but is not limited to, site clearing; removal of trees and brush; grubbing, stripping of sod and stockpiling of on-site topsoil; and removal of other miscellaneous items needed to complete construction of the project.

##### 1.02 RELATED SECTIONS

- A. Section 015000—Temporary Facilities and Controls
- B. Section 015713—Temporary Erosion and Sediment Control
- C. Section 024100—Demolition
- D. Section 312000—Earth Moving
- E. Section 325001—Large Woody Debris
- F. Section 329113—Soil Preparation and Erosion Control Fabrics
- G. Section 329310—Tree and Shrub Protection

##### 1.03 REFERENCES

- A. Appendix B, Inadvertent Discovery Plan

##### 1.04 EXISTING CONDITIONS

- A. It is the responsibility of the Contractor to determine the location of all existing utilities adequately to avoid damage to utilities prior to initiating Work related to this section. See Section 02 41 00—Demolition for additional requirements.

#### PART 2 – PRODUCTS

Not used.

#### PART 3 – EXECUTION

##### 3.01 CLEARING

- A. Mark clearing limits for approval by the Owner prior to commencing clearing.
- B. Preserve and provide protection for:



## DIVISION 31—EARTHWORK

### Section 311000—Site Clearing

1. Adjacent Facilities: Exercise extreme care to prevent damage to adjacent facilities that are to remain.
2. Monuments: Carefully maintain benchmarks, monuments, and other reference points. A Permit to Destroy and an accompanying monumentation map are required before even temporarily disturbing or covering an existing monument or bench mark. If disturbed or destroyed, replace as directed. Note the position of all monuments on the as-built drawings. Maintain at least two benchmarks on the site that are at least 500 feet apart from one another and that are established by a professional land surveyor, licensed in the state of Washington.
3. Flag Existing Vegetation to Remain: The Contractor will notify the Owner 1 week prior to beginning clearing or grading activities. The Owner will flag existing trees/vegetation to remain within the clearing limits. Prior to grading, the Contractor shall install tree protection fencing around flagged existing trees/vegetation to remain (at the limits of clearing/grading), as shown on the Drawings. Fencing shall remain in place until the completion of earthwork, concrete work, and placement of shoreline materials, and removal shall be approved by the Owner. Any living woody plant that is damaged during construction shall be treated within 24 hours of occurrence per Section 329310—Tree and Shrub Protection.
4. Flag Existing Large Woody Debris Materials: The Owner shall approve existing trees and root masses proposed for removal for reuse on site. The Contractor shall flag these items and notify the Owner at least 7 days prior to scheduled clearing so that salvaged materials can be verified, and extent of salvage confirmed in the field. Contractor shall assume for bidding purposes that trees reused for large woody debris shall be removed with the rootmass and 20 feet of tree trunk intact. Salvage of remaining tree trunk and branches over 8 inches in diameter is assumed for bidding purposes. The Contractor shall carefully stockpile salvaged materials for reuse. The Contractor shall exercise care when handling salvaged materials to avoid breaking branches, scuffing bark, or breaking roots. Any features deemed unsatisfactory by the Owner (due to damage during relocation) shall be replaced with imported material at the Contractor's expense. The Contractor shall ensure that stockpile areas are large enough to accommodate salvaged materials.
5. Flag Existing Boulders: The Owner shall approve existing boulders proposed for removal for reuse on site. The Contractor shall flag these items and notify the Owner at least 7 days prior to scheduled clearing so that salvaged materials can be verified, and extent of salvage confirmed in the field. The Contractor shall carefully stockpile salvaged materials for reuse. The Contractor shall exercise care when handling salvaged boulders to avoid breaking. Any features deemed unsatisfactory by the Owner (due

## DIVISION 31—EARTHWORK

### Section 311000—Site Clearing

to damage during relocation) shall be replaced with imported material at the Contractor's expense. The Contractor shall ensure that stockpile areas are large enough to accommodate salvaged materials.

- C. It is the Contractor's responsibility to visit the site during the pre-bid meeting to generally ascertain vegetation to be removed for construction.
- D. Do not clear beyond clearing limits shown in the plans without Owner's written approval.
- E. All temporary and erosion control measures must be in place prior to clearing and grubbing.
- F. Use of herbicides to control non-native invasive vegetation shall not be permitted unless, approved in writing, by the Owner.

#### 3.02 GRUBBING

- A. In areas indicated for clearing and grubbing on the Drawings, the Contractor shall remove vegetation and roots from areas indicated on the Drawings as required to accommodate proposed improvements. Remove stumps, roots, and organic debris. Grub to a minimum of 4 inches below the soil surface in areas with sod, and 6 inches below soil surface in areas with shrubs. Remove all tree and shrub stumps unless trees are designated for salvage as large woody debris.
- B. Perform clearing, stripping, and grubbing in advance of all earthwork.

#### 3.03 DISPOSAL OF CLEARED AND GRUBBED MATERIAL AND ON-SITE TOPSOIL

- A. Remove and legally dispose of all cleared and grubbed material at an approved off-site location unless designated for salvage. The following items shall be salvaged per Owner approval on site:
  - 1. Wood chips from cleared vegetation (weedy vegetation including noxious weeds, Himalayan blackberry, English ivy, and Japanese knotweed, shall not be permitted in salvaged chipped materials).
- B. The Contractor shall, in a manner consistent with all government regulations, dispose of the refuse resulting from clearing and grubbing. Unless otherwise approved by the Owner, disposal shall be per Section 2-01.2(2) – Disposal Method 2 of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2012 edition). In no case shall refuse material be left on the project site, or be buried in embankments or trenches on the project site unless directed otherwise by the Owner.

DIVISION 31—EARTHWORK

Section 311000—Site Clearing

3.04 STOCKPILE

- A. Transport and stockpile salvaged materials on-site and protect from damage, contamination, and erosion, in accordance with Section 015713—Temporary Erosion and Sediment Control and permit requirements.

3.05 TREE AND SHRUB PROTECTION

- A. Protect trees and shrubs per Section 329310—Tree and Shrub Protection.

**END OF SECTION**

DIVISION 31—EARTHWORK  
Section 312000—Earth Moving

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

The Work described in this section includes, but is not limited to, the following:

- A. Site excavation, grading, filling, and compaction as required to achieve the lines and grades shown on the Drawings
- B. Excavation and placement of fill for the upland trail relocation, associated drainage facilities, rock walls, shoreline restoration, and other site improvements, including Work above and below the ordinary high-water mark (OHWM)
- C. Dewatering of trenches and other excavations, where necessary
- D. Excavation and backfill of trenches for installation of utilities, including: storm/sub-surface drainage systems and irrigation systems to lines and grades as shown on the Drawings
- E. Excavation support and protection
- F. Other miscellaneous earthwork required to complete the project

1.02 RELATED SECTIONS

- A. Section 013300—Submittal Procedures
- B. Section 015713—Temporary Erosion and Sediment Control
- C. Section 024100—Demolition
- D. Section 311000—Site Clearing
- E. Section 329113—Soil Preparation and Erosion Control Fabrics
- F. Section 334000—Storm Drainage Utilities
- G. Section 354200—Waterway Bank Protection

1.03 REFERENCES

- A. Washington State Department of Transportation (WSDOT) – Standard Specifications for Road, Bridge, and Municipal Construction; and Amendments (2023 edition)
- B. ASTM International (ASTM) D 422 – Standard Test Method for Particle-Size Analysis of Soils

## DIVISION 31—EARTHWORK

### Section 312000—Earth Moving

- C. ASTM D 1557 –Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 lb/ft<sup>2</sup>)
- D. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods
- E. Occupational Safety and Health Act (OSHA):
  - 1. Construction Industry Standards
  - 2. Occupational Safety and Health Standards
- F. Washington Industrial Safety and Health Act (WISHA)
- G. Chapter 296-155, Part N, Washington Administrative Code (WAC) – Washington Safety Standards for Construction Work; Excavation, Trenching, and Shoring
- H. Appendix B, Inadvertent Discovery Plan

#### 1.04 DEFINITIONS

- A. Offshore: Areas waterward of the pre-construction OHWM.
- B. Offshore Excavated Sediment: Material to be excavated from Offshore areas.
- C. Suitable: Appropriate for reuse on site.
- D. Unsuitable Material: On-site materials not appropriate for reuse on site or unstable soils that cannot properly support utilities or structures.
- E. Upland: Areas landward of the pre-construction OHWM.
- F. Upland Excavated Soil: Material to be excavated from Upland areas.

#### 1.05 QUALITY ASSURANCE

- A. Where compaction is required, the Contractor is responsible for verifying the quality of the Work and shall perform compaction and density tests on request of the Owner to check compliance with these specifications, in accordance with Section 014500—Quality Control. A copy of the test reports shall be furnished to the Owner.
- B. The Owner may perform compaction and density tests to verify compliance with these specifications.
- C. The Owner may require that an independent testing laboratory test imported materials at any time. If the material is found to be non-compliant with the

## DIVISION 31—EARTHWORK

### Section 312000—Earth Moving

Contract, the Contractor shall bear the cost of testing and removal of all non-compliant materials from the project site and replacement of the materials with those meeting the requirements of the Contract.

- D. It is the responsibility of the Contractor to verify the accuracy of all survey information provided by the Owner prior to commencing excavations or filling operations. Commencement of these operations constitutes acceptance of the survey information as appropriate to meet the intent of the Contract.
- E. The Contractor shall schedule a minimum of two inspection times for grading inspection of planting areas by Owner. The first inspection shall occur when approximately one-third of the area is graded to elevations shown in the Drawings. The second inspection shall occur when the grading within the planting area is complete but before grading equipment has been removed from the site.

#### 1.06 SUBMITTALS

The Contractor shall submit the following for approval by the Owner, in accordance with Section 013310—Submittals, and as further specified in this Section:

- A. Imported Materials:
  - 1. The Contractor shall submit a particle gradation analysis in graph and table form, based on the sieve sizes in these Specifications, for each product specified in this section. Products specified in this section shall be approved by the Owner prior to being imported to the site.
  - 2. Source and source location information for imported soil and rock materials.
- B. Disposal:
  - 1. Disposal sites for excess materials

## PART 2 – PRODUCTS

#### 2.01 GENERAL

- A. Imported materials shall be as shown on the Drawings from sources arranged for by the Contractor and approved by the Owner.
- B. Materials shall be of the quality, size, shape, gradation, or equal to that of the manufacture as specified herein. During the course of importing materials, the Contractor shall be responsible for continually checking the materials to ensure that they continue to meet the Specifications. The Owner may request proof of these material checks.

## DIVISION 31—EARTHWORK

### Section 312000—Earth Moving

#### 2.02 GENERAL BACKFILL MATERIALS

- A. On-Site Common Fill: On-Site Common Fill shall consist of approved material excavated during site grading and demolition activities and shall meet the following criteria for reuse:
  - 1. On-Site Common Fill: For reuse as general backfill to meet lines and grades and in all areas not specified to receive imported materials. On-site Common Fill shall be free from organic matter, debris, or other deleterious materials
  - 2. On-Site Common Fill shall be stored in such a manner to maintain its natural moisture content. If On-Site Common Fill becomes overly dry or wet during storage, it shall be moisture-conditioned prior to backfilling and compaction.

#### 2.03 TRENCH BACKFILL MATERIALS

- A. Pipe Bedding
  - 1. Imported or suitable native material meeting the requirements of Section 9-03.12(3) of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2022 edition).
- B. Pipe Zone Backfill
  - 1. Imported or suitable native material meeting the requirements of Section 9-03.12(3) of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2022 edition).
- C. Final Backfill
  - 1. Suitable native material or imported material free of organic material, frozen lumps, wood, concrete, other debris and rock larger than 6 inches in maximum dimension. Final backfill shall be approved by the Owner before placement.

## PART 3 – EXECUTION

#### 3.01 SITE EXCAVATION, GRADING AND BACKFILL

- A. Earthwork – General
  - 1. The Contractor shall notify the Owner and the Owner’s Engineer at least 48 hours prior to any excavation.

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2. The Contractor shall provide survey control and stake grades prior to grading.
  3. The Contractor shall excavate material encountered within the limits, lines, and grades specified on the Drawings. The Contractor shall maintain side slopes of excavations so that they remain stable and free of sloughing soil.
  4. Excavation on slopes shall proceed downward, working from top of slope to toe of slope. As the Work progresses, it is anticipated that some slope material will slough into the cut area. The Contractor shall remove this material and make a final pass with the excavator bucket along the sections' edges when the excavation is completed to help ensure that proper grades are achieved.
  5. The Contractor shall not store any equipment within 5 horizontal feet of the upper edge of any excavation or further as deemed necessary for safety reasons. Locate and retain soil materials away from edge of excavations and drip lines of trees to remain.
  6. Do not excavate in frozen material without the written approval of the Owner.
  7. In performing the excavation, the Contractor shall pay particular attention to the conditions of issued permits and authorizations requiring the minimization of turbidity and siltation and adherence to water quality requirements.
- B. Over-excavation
1. Removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Owner is not authorized. Unauthorized excavation, as well as remedial Work directed by the Owner, shall be at the Contractor's expense.
- C. Grading – General
1. General: Uniformly grade areas within the limits of grading under this Section, including adjacent transition areas. Smooth finished surface within specified areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations area shown, or between such points and existing grades. Finish surfaces free from irregular surface changes.
- D. Open-water disposal of soil or sediment is not allowed.



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- E. Excavated soils may be considered suitable as On-Site Common Fill for upland areas only as approved by the Owner.
- F. All soils excavated from wetland areas and other soils containing weed seeds, roots, or vegetative matter shall be considered Unsuitable for reuse, and shall be removed from the site and disposed of off site.
- G. Soils used as fill for upland areas shall be free of concrete, rubble, asphalt, metal, plastic, glass, or other debris at the discretion of the Owner. Soils containing objectionable debris shall either be screened to remove debris or hauled off site for disposal at an approved facility. Soils placed on site shall be graded and stabilized so as not to allow erosion and to prevent stormwater runoff from becoming impounded.

#### 3.02 MANAGEMENT OF EXCAVATED SURFACES

- A. The Contractor shall be aware of the potential for erosion, contamination, and generation of water sheen from newly excavated surfaces. The Contractor shall control the potential for erosion of materials and loss of soils from freshly exposed excavated surfaces by rolling or grading Upland surfaces to a flat and smooth condition. If this procedure is judged to be insufficient for protection against erosion in the opinion of the Owner, then the Contractor shall institute additional procedures.

#### 3.03 DEWATERING OF EXCAVATIONS

- A. Prevent surface and subsurface water from flowing into Upland excavations and from flooding project site. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. If required, line ditches and sumps with coarse-grained material that acts as a filter. Do not use trench excavations as temporary drainage ditches.
- B. Provide, maintain, and operate necessary pumps and other equipment for removal of water from excavations and trenches for structures, utilities, and other items to be constructed.
- C. If a generator is to be used to operate pumping equipment, the generator shall be placed above the high water line within an approved spill protection area.
- D. Provide dewatering facilities capable of operating in freezing temperatures if freezing weather conditions occur.
- E. Monitor and control discharge in accordance with Section 015713—Temporary Erosion and Sediment Control and the project permits (Appendix A).
- F. Excavations below Groundwater Table

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1. Where Upland excavation and trenching extends below the groundwater level, dewater the portion below the groundwater level in advance of excavation to the extent practicable.
  2. Dewater to prevent loss of fines from the foundation, maintain the stability of the excavation, and allow for construction Work to be performed in the dry.
- G. Seepage Control
1. Before excavating to final grade for utilities and structures, bring the water level to an elevation below the required subgrade elevation.
  2. Maintain this water level until utilities have been placed, structures have been completed, and backfill has been placed.
  3. After backfill has been placed, with approval of the Owner, allow groundwater to rise to natural levels. Control pumping and dewatering operations so that the groundwater level rises slowly and uniformly along the entire length of pipe and around each structure.

#### 3.04 REUSE OF EXCAVATED SOILS AS ON-SITE FILL

- A. Suitable fill shall meet the requirements for On-Site Common Fill as defined in this Section.
- B. The upper 6 inches of material excavated from vegetated areas and other soils containing weed seeds, roots, or vegetative matter shall be considered unsuitable for reuse as On-Site Common Fill. Unsuitable material shall not be reused as On-Site Common Fill and shall be legally disposed of off site.
- C. It is the responsibility of the Contractor to properly store the stockpiled materials. The Contractor shall be responsible for the protection of stockpiled material from erosion and the effects of inclement weather.
- D. It is the responsibility of the Contractor to properly moisture condition the fill so that it may be reused.

#### 3.05 DISPOSAL OF EXCAVATED SOIL

- A. To the extent possible, excess excavated soils shall be reused as common fill or shall be placed elsewhere on site, as directed by the Owner.
- B. Excess excavated materials that cannot be reused on site and all excavated materials determined to be Unsuitable shall be properly disposed of at an Owner-approved upland disposal site. Depending on the facility utilized for disposal, the

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excavated material may be taken in trucks or by barges directly to the disposal site, transfer station, or other necessary location for disposal.

- C. Special care shall be taken to prevent spillage onto public roadways or adjacent property, and any such spillage shall be promptly cleaned up.

#### 3.06 TRENCH EXCAVATION FOR IRRIGATION INSTALLATION

##### A. General

1. Excavate trenches for pipe and appurtenances to the lines, grades, and dimensions shown on the Drawings.
2. Finish the bottom of the trench to the lines and grades shown on the Drawings.
3. Perform as much trench excavation as possible in the dry. Dewater Upland areas to be excavated in accordance the requirements of this Section.
4. The trench width shall be equal to no less than the outside diameter of the pipe being installed plus 12 inches.
5. All rock, boulders, and stones shall be removed to provide a minimum of 6 inches of clearance under all portions of the pipe.
6. When, after excavating to the foundation level, the material remaining in the trench bottom is determined to be unsuitable by the Owner, excavation shall be continued to such additional depth and width as required by the Owner. Unsuitable foundation materials shall be disposed of off site.
7. All material excavated from trenches in upland areas and piled adjacent to the trench shall be maintained so that the edge of the stockpile is at least 5 feet from the edge of the trench. Clearance shall be left to enable free flow of stormwater in natural watercourses.
8. The Contractor shall furnish, install, and operate all necessary equipment to provide for dewatering of the trench in Upland areas as required to install structures, pipe, and backfill. The Contractor shall dewater and dispose of the water so it does not cause injury to public or private property or become a nuisance to the public. Sufficient pumping equipment in good working condition shall be available at all times for all emergencies, including power outage, and shall have available at all times competent workers for the operation of the pumping equipment.

##### B. Over-excavation

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1. If a trench is excavated beyond the lines required for utility installation, fill over-excavation with suitable materials in accordance with the requirements of this Section.

#### 3.07 EXCAVATION SUPPORT AND PROTECTION

- A. Construct the excavation to the lines shown on the Drawings. Sides of excavations are to be cut or shored for stable side slopes. Maintain sides of excavations in a clean and safe condition until completion of backfilling.
- B. Shoring and bracing are required at vertical cut excavations deeper than 4 feet below adjacent existing grade. The Contractor shall be responsible for planning, designing, installing, maintaining, and removing support and protection for excavations and trenches in accordance with Chapter 296-155, Part N, WAC and applicable OSHA and WISHA requirements.
- C. Excavation support systems shall be designed and installed to protect surrounding property and structures. Excavation support systems shall also be designed so that installation and removal of the support systems does not disturb soil adjacent to or below the required excavation or trench section.
- D. Installation of horizontal strutting below the barrel of a pipe and use of the pipe as a support are not permitted.
- E. Unless otherwise indicated, remove all sheeting, shoring, and bracing after placement and compaction of backfill.

#### 3.08 COMPACTION

- A. The Contractor shall compact backfill placed in Upland areas, with the exception of shrub planting areas, by means of an appropriately sized static, vibratory, or impact type compactor suited to the soil and physical restrictions of the area to be compacted. Although the Contractor is responsible for the selection of the method of compaction, selection of an inappropriate method shall not relieve the Contractor of the responsibility to achieve the specified result. Jetting, sluicing, or water settling will not be permitted.
- B. Compaction testing performed by the Owner shall not relieve the Contractor of the obligation to place, compact, and test backfill materials as required in accordance with these specifications.
- C. Control soil compaction during construction so as to provide a minimum percentage of density specified for area classification. Do not allow equipment traffic to compact areas beyond specified percentages. Correct over-compaction in shrub planted areas as directed by the Owner, including ripping and regrading.

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- D. Unless otherwise specified for a specific backfill or fill material, place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand operated tampers.
- E. Do not place backfill on Upland surfaces that are frozen, overly wet, or graded inconsistently.
- F. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages for maximum dry density for soils determined in accordance with ASTM 1557 (Modified Proctor).
  - 1. Crushed Rock Surfaced Areas – 95%
  - 2. Irrigation and Stormwater Pipe Bedding Below Pipe – 95%
  - 3. Irrigation and Stormwater Pipe Backfill Over Pipe – hand tamp to 75%
  - 4. Over excavation Backfill of Existing Subgrade to Remain – 95%
  - 5. Shrub Planted Beds– Percentage Unspecified: Rip and regrade as equipment is walked out to minimum 2-foot depth to eliminate any construction over-compaction. Protect area from re-compaction during subsequent construction activities.
- G. Moisture Control:
  - 1. Where subgrade or lift of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
  - 2. Before compaction, moisten or aerate each layer as necessary to provide optimum content. Compact each layer to required percentages of maximum dry density or relative dry density for each area classification.
  - 3. Do not perform compaction operations on excessively wetted soils.

#### 3.09 TEMPORARY STOCKPILES

- A. The Contractor may elect to establish an area for temporary stockpiling of excavated soils, in preparation for their reuse as on-site fill or their transport from the site. The location of this area shall avoid any interference with ongoing traffic and activities at and around the site and shall be subject to the written approval of the Owner.

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- B. Stockpiles shall not be placed within 5 horizontal feet of the upper edge of any excavation. Stockpiles and stockpile areas shall be maintained in good condition and constructed of materials that are compatible with the material being stored.
- C. The Contractor shall implement the provisions of the Temporary Erosion and Sediment Control Plan as necessary to prevent loss of stockpiled materials by such events as erosion, spillage, or wind. The Contractor shall also prevent loss of material during transfer of materials to and from the stockpile area from trucks, barges, or other selected excavation, dredging, and hauling equipment.
- D. Place, grade, and shape all stockpiles for proper drainage. Protect from wind and moisture with plastic sheeting, and secure sheeting with sandbags or other approved material.
- E. Do not compact stockpiled material.

**END OF SECTION**

## DIVISION 32—EXTERIOR IMPROVEMENTS

### Section 321123—Crushed Rock Path Surfacing

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF WORK

The Work described in this section includes, but is not limited to placement and compaction of aggregate materials as top course and base course for trail surfacing, and for other miscellaneous Work.

##### 1.02 RELATED WORK

Work related to this section is described in:

Section 312000—Earth Moving

##### 1.03 REFERENCES

- A. City of Mercer Island – Design Standards (current edition)
- B. Washington State Department of Transportation (WSDOT) – Standard Specifications for Road, Bridge, and Municipal Construction; and Amendments (2023 edition)
- C. ASTM International (ASTM) D 422 – Standard Test Method for Particle-Size Analysis of Soils
- D. ASTM D 1557 –Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 lb/ft<sup>2</sup>)
- E. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods

##### 1.04 QUALITY ASSURANCE

- A. The Contractor is responsible for verifying the quality of the Work and shall perform compaction and density tests on request of the Owner to check compliance with these specifications. A copy of the test reports shall be furnished to the Owner.
- B. The Owner’s Testing Agency may perform compaction and density tests to verify compliance with these specifications.
- C. The Owner may require that an independent testing laboratory test imported materials at any time. If the material is found to be non-compliant with the Contract, the Contractor shall bear the cost of testing and removal of all non-compliant materials from the project site, and replacement of the materials with those meeting the requirements of the Contract. If the materials tested are found to be compliant with the requirements of the Contract, the Owner will reimburse the

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**Section 321123—Crushed Rock Path Surfacing**

Contractor for costs incurred by testing plus mark-ups as allowed for elsewhere in the Contract.

**1.05 SUBMITTALS**

A. The Contractor shall submit the following for the approval by the Owner, in accordance with Section 013300—Submittal Procedures, and as further specified in this section:

1. Imported Surfacing and Base Materials – The Contractor shall submit a particle gradation analysis in graph and table form, based on the sieve sizes in these Specifications, for each product specified in this section. Products specified in this section shall be approved by the Owner prior to being imported to the site.

**PART 2 – PRODUCTS**

**2.01 BASE COURSE AGGREGATE:**

A. Crushed surfacing base course consistent with WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2023 edition) Section 9-03.9 (3).

<b><u>Sieve Size</u></b>	<b><u>Percent Passing</u></b>
1-1/4-inch	99-100
1-inch	80-100
5/8-inch	50-80
No. 4 sieve	25 – 45
No. 40 sieve	3 – 18
No. 200 sieve	7.5 max
% Fracture	75 min.
Sand Equivalent	40 min.

**2.02 CRUSHED ROCK PATH SURFACING TOP COURSE:**

A. 1/4-inch Minus Crushed Rock (#4 to Dust), shall consist of crushed ledge rock or talus bearing no naturally occurring or worn surfaces. Graduation of the top course shall be:



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**Section 321123—Crushed Rock Path Surfacing**

<b><u>Sieve Size</u></b>	<b><u>Percent Passing</u></b>
3/8-inch square sieve	100
No. 4 sieve	95 – 100
No. 8 sieve	75 – 80
No. 16 sieve	55 – 65
No. 30 sieve	40 – 50
No. 50 sieve	25 – 35
No. 100 sieve	20 – 25
No. 200 sieve	5 – 15

**2.03 STABILIZER BINDER:**

- A. Stabilizer binder shall be PX-300, a non-toxic, organic binder that is a colorless and odorless blend of aqueous polymer emulsions that bind the 1/4-inch minus crushed rock together to produce a firm, stable surface. Stabilizer Binder as provided by G.M. Boston Company, as supplied by A.R. Smith Distributing, L.L.C., 4041 Second Avenue NE, Seattle, Washington 98105, Phone (206) 545-9452, Cell (206) 650-0832 (24/7 contact w/voicemail), e-mail: arsmith@seanet.com, Fax (206) 219-4149, (web info: www.gmbostoncompany.com), or approved equal.

**PART 3 – EXECUTION**

**3.01 BASE COURSE AGGREGATE:**

- A. Place base course aggregate in maximum 6-inch lifts and compact to 95 percent of maximum dry density as determined by ASTM D 1557. Compaction shall be as required by Section 312000—Earth Moving.
- B. Place base course aggregate and gravel base to thicknesses and elevations shown on the Drawings or as specified in Section 4 of the City of Mercer Island Design Standards. Place aggregate a minimum of 4 inches beyond the horizontal layout lines of pavement as indicated on the Drawings.
- C. Pavement Bases shall be graded such that upon approval of compaction, the surface of the base is at the correct elevation to receive pavement to design finished grade.

**3.02 CRUSHED ROCK PATH SURFACING TOP COURSE:**

- A. Provide a 2-inch compacted lift of specified Crushed Rock Path Top Course Stabilized Crushed Rock true to the elevations either described or implied by the Contract Drawings or as required by the Owner.

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Section 321123—Crushed Rock Path Surfacing

- B. Blend 12 to 16 pounds Stabilizer per ton of 1/4-inch minus Crushed Rock. It is critical that Stabilizer be thoroughly and uniformly mixed with the 1/4-inch minus Crushed Rock. All mixing operations shall be performed off-site.
- C. Prior to compacting the 1/4-inch minus Crushed Rock with Stabilizer, apply water until moisture has penetrated the full top course depth. Do not begin compaction until 6 to 8 hours after placement and moisture application.

**END OF SECTION**

## DIVISION 32—EXTERIOR IMPROVEMENTS

### Section 325001—Large Woody Debris

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. This Work consists of installing salvaged Large Woody Debris (LWD), as indicated on the Drawings.

##### 1.02 RELATED SECTIONS

- A. Section 311000—Site Clearing
- B. Section 312000—Earth Moving
- C. Section 329113—Soil Preparation and Erosion Control Fabrics
- D. Section 354200—Waterway Bank Protection

##### 1.03 SCOPE OF WORK

- A. The Contractor shall furnish all labor, material, and equipment necessary to procure and install specified salvaged LWD, transport within the project site, and install as shown on the Drawings.

##### 1.04 APPROVAL AND SELECTION OF MATERIAL AND WORK

- A. The selection of salvaged LWD materials and the placement of these materials will be subject to the approval of the Engineer. The Owner will have the right to reject any and all salvaged or imported materials and any and all Work that, in the Owner's opinion, does not meet the requirements of the contract documents during any stage of construction. All rejected materials shall be removed from the site by the Contractor at the Contractor's expense.

##### 1.05 SUBMITTALS

- A. Anchors, wire rope, and fasteners: Product literature for anchors, wire rope, and fasteners shall be submitted to the Owner for approval.

#### PART 2 – PRODUCTS

##### 2.01 ANCHORED LWD

- A. Anchored LWD shall have trunk, rootwad, and branches intact. The length, as measured from the base of the rootwad to the end of the trunk, shall be a minimum of 25 feet, and the width (branches) shall be a minimum of 10 to 15 feet. Low branching trees or required trees with few or no branches in the lower 20 to 30 feet are unacceptable. The trunk diameter shall be a minimum of 24 inches as measured 15 feet above the base of the trunk. The rootwad shall be at

## DIVISION 32—EXTERIOR IMPROVEMENTS

### Section 325001—Large Woody Debris

least 3 feet in diameter. LWD shall consist of off-site, salvaged natural wood that has not been preservative-treated. Preservative-treated logs are not acceptable. The Contractor shall obtain logs from approved off-site sources. LWD shall be coniferous and native to Washington State. Coniferous species shall include western hemlock, western red cedar, Douglas fir, or other approved species. LWD shall be washed free of soil and other debris. The Contractor shall trim logs as directed by the Owner.

#### 2.02 CHAIN, CABLE, AND HARDWARE

- A. Chain shall be 3/4-inch plain steel (ungalvanized) lashing chain.
- B. Cable shall be 1/2-inch diameter stainless steel wire rope. The ends shall be swaged and held in place with two crimped fasteners at each end.
- C. Shackles for chain to cable connection shall be 1/2-inch stainless steel.

#### 2.03 MANTA RAY ANCHORS, AND HARDWARE

- A. Manta Ray Anchors: Shall be MR-2 Anchors available from Foresight Products, LLC, (800) 325-5360. Include galvanized eyelet at end of each threaded rod.

### PART 3 – EXECUTION

#### 3.01 PREPARATION

- A. Soil preparation and shoreline materials such as soil, gravel, and rock shall be installed and approved by the Owner prior to installing anchored and unanchored LWD.
- B. The Contractor shall locate LWD by staking with stakes and flags as indicated on the Drawings or as approved in the field. If obstructions are encountered that are not shown on the Drawings, do not proceed until the Owner has approved the location.

#### 3.02 INSTALLING ANCHORED LWD

- A. Anchored LWD shall be constructed as shown on the Drawings.
- B. The Contractor shall alert the Owner at least 48 hours before selection and placement of LWD. The Owner's representative will be present during selection and placement of LWD.
- C. All LWD shall be placed on site as directed by the Owner or the Owner's Engineer. Locations shown on the Drawings are approximate. Placement and orientation of each log shall be as directed by the Owner on site.

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Section 325001—Large Woody Debris

- D. After LWD placement locations are confirmed with the Owner in the field, install the Manta Ray anchors per the manufacturer's instructions. Install the Manta Ray anchors so that the end of the threaded rod with eyelet is 2 feet below the bottom surface of the LWD, as shown on the Drawings. Attach the steel cable with swaged end to eyelet, as shown on the Drawings. Connect the steel cable to chain at each LWD with shackle. Tightly wrap chain around LWD. LWD shall be placed on existing beach surface and partially dug into the beach so that there is no gap between the bottom surface of LWD and existing beach.

**END OF SECTION**

## DIVISION 32—EXTERIOR IMPROVEMENTS

### Section 329113—Soil Preparation and Erosion Control Fabrics

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. The Work described in this Section includes:
  - 1. Furnishing and installing compost and topsoil for planted areas as shown in the Drawings.
  - 2. Furnishing and installing biodegradable erosion control coir fabric.

##### 1.02 QUALITY ASSURANCE

- A. All products supplied shall comply with applicable state and local codes.

##### 1.03 RELATED SECTIONS

- A. Section 015713—Temporary Erosion and Sediment Control
- B. Section 311000—Site Clearing
- C. Section 312000—Earth Moving
- D. Section 354200—Waterway Bank Protection

##### 1.04 SUBMITTALS

- A. Submit the following to the Owner for visual inspection and approval:
  - 1. Compost and Topsoil: A 5-pound bag with soil analysis test
  - 2. Topsoil: A visual inspection and approval by Owner of the source material at the proposed supplier's location
- B. Submit the following material certification/data sheets:
  - 1. Coir fabric

##### 1.05 PROJECT CONDITIONS

- A. Keep streets and site clean and free from debris and affected drains open and free flowing at all times. Protect drains with filter fabric covers during construction. Appropriate erosion control measures shall be employed.

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Section 329113—Soil Preparation and Erosion Control Fabrics

PART 2 – PRODUCTS

2.01 COMPOSTED ORGANIC SOIL AMENDMENT FOR TOPSOIL

A. The Composted Organic Amendment shall consist of 100 percent decomposed organic mulch material, and shall consist of yard waste debris or other organic waste materials that have been sorted, ground up, aerated, and aged, and shall be fully composted, stable, and mature (non-aerobic). The composting process shall be for at least 6 months’ time and the organic amendment shall have a uniform dark, soil-like appearance and consist of 100 percent recycled content. In addition, the organic amendment shall have the following physical characteristics:

1. Shall be certified by the Process to Further Reduce Pathogens (PFRP) guideline for hot composting as established by U.S. Environmental Protection Agency (EPA).
2. Shall be fully mature and stable before usage.
3. Shall be screened using a sieve no finer than 1/4-inch and no greater than 1/2-inch. Based on dry weight of total organic amendment sample, it must comply with the following percent by weight passing:

<u>Sieve Size</u>	<u>Maximum %</u>	<u>Minimum %</u>
12.7 mm (1/2 inch)	0	100
6.35 mm (1/4 inch)	100	95
4.76 mm	100	90
2.38 mm	100	75
1.00 mm	45	70
500 micron	30	0

4. Meets “composted materials” definition in WAC 173-350 Section 220, available at: <http://www.ecy.wa.gov/programs/swfa/compost/>
5. Has Organic Matter Content 35 to 65 percent and Carbon to Nitrogen ratio of 25:1.
6. Shall have heavy metal concentrations below the Washington State Department of Agriculture (WSDA) per year load limits as follows:

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Section 329113—Soil Preparation and Erosion Control Fabrics

<u>Metal</u>	<u>WSDA – Maximum pounds per acre per year</u>
Arsenic	0.297
Cadmium	0.079
Cobalt	0.594
Lead	1.981
Mercury	0.019
Molybdenum	0.079
Nickel	0.713
Selenium	0.055
Zinc	7.329

7. Shall be certified by PFRP guidelines for composting as established by EPA.

2.02 TOPSOIL

- A. The Topsoil Mix shall consist of 60 percent Sand Component and 40 percent Composted Organic Amendment by volume and shall meet or exceed the following specifications:

1. The Sand Component shall be a sandy loam and meet the following specifications within reasonable variations:

<u>Screen Size</u>	<u>Percent Passing</u>
6.35 mm	95
#10	85
#30	50
#60	40
#100	20
#200	10

2. The Composted Organic Soil Amendment Component shall meet the specifications within Section 2.01.

- B. The Topsoil Mix shall also have the following characteristics:

1. The pH range shall be from 5.5 to 7.5.



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**Section 329113—Soil Preparation and Erosion Control Fabrics**

2. The Sodium Adsorption Ratio shall be less than 6.0.
  3. The Saturation Extract Concentration of Boron shall be less than 1.0 part per million (ppm).
  4. The Water Percolation/Infiltration Rate of the disturbed soil sample shall be a minimum of 0.4 inches per hour.
  5. The Soil Structure shall be loose, friable, and not subject to consolidation or compaction.
  6. The soil mix shall contain less than 100 plant parasitic nematodes per 100 cubic centimeters (cc) of soil.
  7. The soil mix shall be free of soil-borne plant pathogens.
  8. Minimal weed seed shall be present, based on germination testing of a representative sample.
  9. Non-soil components shall be less than 1 percent by volume (i.e., plastic, sticks, glass, etc.).
- C. The Final Topsoil Mix shall contain sufficient quantities of available nitrogen, phosphorus, potassium, calcium, magnesium, sulfate, copper, zinc, manganese, iron, and boron to support normal plant growth. In the event of nutrient inadequacies, provisions shall be made to add required materials prior to planting.
- D. The Contractor shall submit soil analysis results from soils testing laboratory to the Owner. Indicate source and obtain the Owner's approval before hauling to site. An analysis test of a 5-pound-bag sample is required.

**2.03 COIR FABRIC**

- A. Coir fabric is made from 100% coir fiber twine, made from coconut, and woven into high-strength mats, for extreme slope stabilization and protection from high-velocity water flows. Coir fabric shall have the following properties:

<b>Property</b>	<b>Test Method</b>	<b>Requirements</b>
Weight grams/sq. meter (oz/SY)	ASTM D3776	900 (26.62)
Thickness Mils (mm)	ASTM D1777	338.30 (8.46)
Open Area (Percent)		39

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**Section 329113—Soil Preparation and Erosion Control Fabrics**

<b>Property</b>	<b>Test Method</b>	<b>Requirements</b>
Flow Velocity (ft/sec)		15.5
Shear Stress (lbs/ft <sup>2</sup> )		4.91
Dry-Ultimate Strength lbs/in RD (Roll Machine Direction) XD (Cross Machine Direction)	ASTM D4595	164.9 66.4
Dry-Ultimate Strain Percent RD XD	ASTM D4595	68.6 38.0
Wet-Ultimate Strength lbs/in RD (Roll Machine Direction) XD (Cross Machine Direction)	ASTM D4595	124.4 60.3
Wet-Ultimate Strain Percent RD XD	ASTM D4595	83.0 49.6

- B. Approved Product: PermeaTex Coir 900, or approved equal, available from Northwest Linings & Geotextile Products, Inc. (<http://www.northwestlinings.com>).

**2.04 WOOD STAKES FOR COIR FABRIC**

- A. Stakes shall be 2 inch by 2 inch Douglas fir with one tapered end, 2 feet in length. No split or badly splintered stakes will be accepted.

**PART 3 – EXECUTION**

**3.01 PREPARATION OF SUBGRADE**

- A. Obtain the Owner’s approval of subgrade prior to Work in this section. Grub areas as specified in 31 10 00 Site Clearing 3.02. Subgrade elevations shall be set to

## DIVISION 32—EXTERIOR IMPROVEMENTS

### Section 329113—Soil Preparation and Erosion Control Fabrics

accommodate the depth of the soil amendment or topsoil as specified on the Drawings. A 0.10-foot tolerance shall be allowed.

#### 3.02 FINE GRADING

- A. Perform fine grading to attain finish grades as shown on the Drawings.
- B. Rake out all rocks, roots, sticks, and other debris larger than 1-inch-diameter or sticks longer than 3 inches long. Leave the surface even and readily able to accommodate lawn or planting installation. Refer to Section 312000—Earth Moving for compaction requirements.
- C. Any exposed tree roots in cut slopes shall be cleanly cut at the finish grade.

#### 3.03 PLACING TOPSOIL

- A. Topsoil:
  - 1. Scarification: Grub areas as specified in 31 10 00 Site Clearing 3.02. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.
  - 2. Place half of total depth of planting soil and thoroughly rototill or hand mix soil into top 12 inches of prepared sub-grade in areas indicated on the Drawings. Install second lift of remaining depth and perform fine grading.
  - 3. Place topsoil between coir wrapped lifts as shown on the Drawings and described below in Paragraph 3.04.

#### 3.04 COIR FABRIC INSTALLATION

- A. Construction of soil lifts and brush layering shall be constructed as shown on the Drawings. The Owner shall approve subgrade and cobble base layer prior to placement of coir fabric-wrapped soil lifts. The Owner's representative shall be present for and approve on-site soil material used in coir-wrapped lifts. Construct the lifts from the bottom up, and protect the Work from erosion at the end of each work day. Coordinate the Work in this section with Sections 329300—Planting, and 354200—Waterway and Bank Protection.
- B. Coir fabric shall be placed immediately after topsoil is placed to final grade to prevent erosion. The Contractor shall install coir erosion control fabric to the limits shown on the drawings and per the manufacturer's instructions. Where more than one strip of coir fabric is required to cover the given area, it shall overlap the adjacent mat by a minimum of 12 inches. The upslope end of each coir mat shall be staked and buried in a 12-inch-deep trench with the soil firmly tamped against the mat.

## DIVISION 32—EXTERIOR IMPROVEMENTS

### Section 329113—Soil Preparation and Erosion Control Fabrics

- C. Three stakes per width of matting (one stake at each overlap) shall be driven below the finish ground line prior to backfilling of the trench. The Owner may require that any other edge exposed to more than normal flow of water or strong prevailing winds be staked and buried in a similar manner.
- D. Coir erosion control fabric shall be held in place by approved wooden stakes driven vertically into the soil. The fabric shall be fastened at intervals not more than 3 feet apart in three rows for each strip of fabric, with one row along each edge and one row alternately spaced in the middle. All ends of the fabric shall be fastened at 24-inch intervals across its width. The length of fastening devices shall be sufficient to securely anchor the fabric against the soil, and the fastening devices shall be driven flush with the finished grade.

#### 3.05 INSPECTION

- A. The Contractor shall notify the Owner at least 48 hours in advance of the time of inspection required for completion of soil preparation before the planting of trees, shrubs, and groundcover can occur.

**END OF SECTION**

## DIVISION 32—EXTERIOR IMPROVEMENTS

### Section 329310—Tree and Shrub Protection

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. The work described in this Section includes administrative and procedural requirements for the protection of trees, shrubs, and plant material not designated for removal. Such trees, shrubs, and plant materials shall be left in place and protected from damage or injury by the Contractor during construction using full and adequate methods of protection.

##### 1.02 RELATED SECTIONS

- A. Section 024100—Demolition
- B. Section 311000—Site Clearing
- C. Section 312000—Earth Moving
- D. Section 329113—Soil Preparation and Erosion Control

#### PART 2 – PRODUCTS

##### 2.01 TEMPORARY TREE PROTECTION FENCING

- A. Temporary tree protection fencing shall include the following where work is occurring near tree dripline (indicated on the Drawings):
  - 1. Temporary chain link fencing materials, including posts, rails, braces, and mesh, and the fence shall be 6 feet in height.
  - 2. Posts and rails shall be a minimum of 1-1/2-inch outside diameter steel pipe.
  - 3. Mesh shall be 2 by 2 inches by 11 gauge minimum woven chain link fabric.
  - 4. Post bases shall be minimum 16- by 8- by 8-inch-high concrete blocks with sleeves for posts, or approved equal.

#### PART 3 – EXECUTION

##### 3.01 TEMPORARY TREE PROTECTION FENCING

- 1. Temporary tree protection shall precede any other site work, including clearing and demolition.

## DIVISION 32—EXTERIOR IMPROVEMENTS

### Section 329310—Tree and Shrub Protection

2. Temporary tree protection shall be inspected and approved by the Engineer prior to any other site work, including mobilization and demolition.
3. Temporary tree protection fencing may not be moved for any reason without prior approval from the Engineer.

#### 3.02 PROTECTION WITHIN THE DRIPLINE

- A. Where existing trees are within the area of work or where existing trees outside the area of work have driplines extending into the area of work, the Contractor shall employ all methods to minimize adverse impact to these existing trees, including limbs, roots and compaction of soil. The Contractor shall notify the Engineer of any construction work within the dripline of trees at least 1 working day before the scheduled activity. These methods may include, but are not limited to:
  1. Temporary chain link construction fencing
  2. Temporary tie-up of low limbs
  3. Application of a 12-inch-thick layer of mulch (or wood chips salvaged from clearing and grubbing operations) and two layers of 4-foot x 8-foot sheet  $\frac{3}{4}$ " plywood or large steel construction plates within the dripline of trees
  4. Tree root pruning or other tree root treatment as directed by the Engineer
- B. No storage of equipment or materials shall be allowed within the dripline of trees not designated for removal. Steel construction plates, or plywood sheeting as described above, shall be used to support backhoe and other equipment stabilizers when set within the dripline of a tree or sodded planting strip.

#### 3.03 ABOVE-GRADE WORK

- A. When the Contractor anticipates construction operations that will unavoidably affect tree limbs, the Contractor shall notify the Engineer at least 5 working days in advance of commencing such operations.
  1. Before trimming any trees, the Contractor shall notify the Engineer of the proposed method and the amount of trimming required.
  2. Trimming shall be done in accordance with ANSI A300 Standards and performed by a Certified Arborist.

## DIVISION 32—EXTERIOR IMPROVEMENTS

### Section 329310—Tree and Shrub Protection

#### 3.04 TRENCHING AND TUNNELING WITHIN THE DRIPLINE

1. Excavation or tunneling of any kind within the “critical root zone,” as defined by the tree dripline, will not be allowed unless the Contractor requests permission to do so at least 5 days in advance and receives approval from the Engineer.
2. Treatment of Roots: During excavation activities if Contractor encounters roots associated with trees to remain that are larger than 2 inches in diameter Contractor shall notify Owner. Owner may require City Arborist to assess tree roots and prescribe method for removal and or avoidance.
3. Individual tree roots 2 inches or greater in diameter shall not be cut but, rather, protected when within the dripline of the tree.
4. Tree roots smaller than 2 inches in diameter shall be cleanly cut flush with the edge of the trench or tunnel.
5. Ripping or tearing of tree roots will not be allowed.

#### 3.05 REPAIR, REPLACEMENT, AND PAYMENT FOR DAMAGE

- A. Trees or other plant material not ordered or designated to be removed but that are destroyed or irreparably damaged by Contractor operations, as determined by the Engineer, shall be repaired or replaced by the Contractor in accordance with the Engineer’s recommendations. Damage shall include unmitigated compaction of soil in the tree’s critical root zone or other non-visible damage that can be inferred by circumstantial evidence.
  1. Replacements shall be of the same species and, as nearly as possible, of the same size as the trees to be replaced.
  2. The Contractor shall allow 1 working day advance notice for inspection of nursery stock replacements by the Engineer.
- B. Payment
  1. In addition to the Contractor’s restoration approved by the Engineer, the Contractor will be assessed damages for the difference in the dollar value of the damaged tree, shrub, or other plant material, and the dollar value of the replacement.
  2. The dollar value will be determined by the Engineer from the *Guide for Plant Appraisal* (current edition), prepared by the Council of Tree and Landscape Appraisers. Damages assessed will be deducted from moneys due or that may become due to the Contractor.

DIVISION 32—EXTERIOR IMPROVEMENTS

Section 329310—Tree and Shrub Protection

- C. Planting of replacement stock shall be done in accordance with the requirements of the Contract Documents during the first fall or spring planting period, whichever comes first.

**END OF SECTION**



## DIVISION 35—WATERWAY AND MARINE CONSTRUCTION

### Section 354200—Waterway Bank, Drainage Channel Protection, and Natural Stone

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. The Work described in this section includes furnishing all labor, materials, tools, equipment, and incidentals required for importing, stockpiling, and placing imported bank protection materials, for the purposes of achieving required grades, slopes, and elevations, as described in the Drawings. Beach gravel shall be transported to the site by barge. All materials in this section shall be imported and obtained by the Contractor.

##### 1.02 RELATED WORK

- A. Section 013300—Submittal Procedures
- B. Section 014126—Permits
- C. Section 024100—Demolition
- D. Section 312000—Earth Moving
- E. Section 329113—Soil Preparation and Erosion Control Fabrics
- F. Section 334000—Storm Drainage Utilities

##### 1.03 REFERENCES:

- A. Appendix B, Inadvertent Discovery Plan

##### 1.04 SUBMITTALS

- A. Borrow Source, Materials Characterization, Testing, and Reporting
  - 1. The Contractor shall ensure and provide documentation that imported materials are natural materials; are free of contaminants, including debris; and meet construction specifications. All import materials shall require certification or testing to verify that the material does not contain toxic materials in exceedance of allowable levels given their intended use (in water or on land).
  - 2. The Owner maintains the right to reject any materials that have been determined to be substandard for any reason. In the event of rejections, it shall be the responsibility of the Contractor to remove all stockpiles of rejected material from the site.
  - 3. A characterization of any and all imported material shall be performed by the Contractor prior to any on-site placement. The characterization will

## DIVISION 35—WATERWAY AND MARINE CONSTRUCTION

### Section 354200—Waterway Bank, Drainage Channel Protection, and Natural Stone

include analysis of a borrow source sample, site inspection, and site characterization.

4. Prior to borrow source sampling, the Contractor shall provide documentation of the origin of borrow source materials and maps identifying the specific locations of borrow sources.
5. The Contractor shall provide the Owner with a 2-gallon sample of material from each borrow source (except in cases where large rock is being imported) for visual inspection. Each sample should be composited from no less than five subsamples taken throughout any one source. The Contractor shall ensure that the samples are representative of all materials to be imported. Samples shall be provided for the Owner at least 10 days before the materials represented by the samples are delivered to the site.
6. The borrow source for materials shall be inspected by the Contractor. During such inspection, the Contractor shall ensure that the materials to be delivered to the site are likely to meet the appropriate Specifications. The Contractor shall provide the Owner with a 10 days notice of such inspections. At the Owner's discretion, a representative may accompany the Contractor to witness such inspections. This witnessing shall in no way release the Contractor from complying with the specifications and shall in no way be construed as approval of any particular source of material.
7. Truckloads of import material shall be visually inspected by the Contractor upon delivery. Materials shall be inspected for the presence of foreign, recycled, or reprocessed material. The Owner may perform an independent inspection of imported materials at any time. Material may be rejected by the Owner if identified as not standard or if test results show it to be substandard. Materials may be segregated for testing based on appearance or odor. Segregated materials may be tested according to designated procedures at the Owner's discretion.

#### 1.05 TOLERANCES

- A. The finished surface elevations and gap sizes shall not deviate from the lines and grades shown on the Drawings by more than the tolerances listed below. Tolerances are measured perpendicular to the indicated neatlines. Extreme limits of the tolerances given shall not be continuous in any direction for more than five times the nominal stone dimension for riprap, filter layer and depth of foundation. For beach gravel and beach sand, the extreme limit of the tolerance is 2 linear feet along the neatline.

**DIVISION 35—WATERWAY AND MARINE CONSTRUCTION**

**Section 354200—Waterway Bank, Drainage Channel Protection, and Natural Stone**

<b>Neatline Tolerances</b>		
<b>MATERIAL</b>	<b>ABOVE NEATLINE feet (inches)</b>	<b>BELOW NEATLINE feet (inches)</b>
Filter or Bedding Layer	0.10 (1.2)	0.10 (1.2)
Rock Wall/Rock Facing	1(12)	0.0 (0.0)
Beach Gravel	0.25 (3.0)	0.0 (0.0)
All Other Materials	0.10 (1.2)	0.10 (1.2)

- B. The intention is that the Work shall be built generally to the required elevations, slope, and grade and that the outer surfaces shall be even and present a neat appearance. Placed material not meeting these limits shall be removed or reworked as directed by the Contracting Officer. Payment will not be made for excess material that Contracting Officer permits to remain in place.

**PART 2 – PRODUCTS**

**2.01 BEACH GRAVEL**

- A. The proposed beach gravel mix will be naturally rounded gravel and meet the following specifications:

<b>Sieve Size</b>	<b>Percent Passing (by Weight)</b>
1-1/2 inch	100
1 inch	85 to 95
3/4 inch	60 to 70
1/2 inch	35 to 45
1/4 inch	10 to 15
#4	2 to 7
#200	0 to 2

The gravel beach material to be placed will be a washed, naturally occurring round or sub-angular gravel, primarily (greater than 80 percent) igneous or metamorphic rock. Individual stones will be generally free of seams, cracks, and other defects that tend to destroy its resistance to weather. Rock material will be free of soil, clay balls, debris, wood, organic matter, and other extraneous material.

**2.02 BEACH COBBLES**

- A. Beach cobbles shall be clean, naturally occurring water rounded gravel material. Beach cobbles shall meet the following grading:

**DIVISION 35—WATERWAY AND MARINE CONSTRUCTION**

**Section 354200—Waterway Bank, Drainage Channel Protection, and Natural Stone**

<b>Approximate Size</b>	<b>Percent Passing</b>
10 inch	100
8 inch	85 to 90
6 inch	35 to 40
4 inch	5 to 10
3 inch	5 max

**2.03 BEDDING/DRAINAGE LAYER FOR STONE STEPS AND ROCK WALLS**

- A. Material shall be clean, crushed rock material. Individual particles shall be free from all objectionable coatings. Material shall contain no organic matter or soft friable particles in quantities considered objectionable by the Owner. Material shall be graded between the limits specified below:

<b>Approximate Size</b>	<b>Percent Passing</b>
4 inch	90 to 100
2 inch	55 to 65
1 ½ inch	20 to 30
1 inch	3 to 5
¼ inch	1-2

**2.04 STONE STEPS**

- A. The Contractor shall obtain stone from approved off-site sources including Marenakos Rock Center (Preston, Washington: 425-392-3313) or other Owner-approved source, and risers shall meet the following requirements:
  - 1. Each tread of the stone steps shall be of a single granite stone with flat split faces at right angles for the riser and tread surfaces. All stone shall be no greater than 7 inches in height at the riser face and at least 5 inches in height throughout. Exposed faces of the stones shall be broken or otherwise roughened to provide traction as treads, but be generally flat and have no irregularities that would result in a trip hazard. All riser faces shall have vertical edges and distinct corners where installed.

**2.05 BOULDERS BORDERING WITH STONE STEPS**

- A. The Contractor shall obtain natural rounded boulders from approved offsite sources, including Marenakos Rock Center (Preston, Washington: 425-392-3313), or other Owner-approved source.
  - 1. Boulders shall consist of granite rounded boulders that weigh approximately 1,000 to 2,500 pounds.

## DIVISION 35—WATERWAY AND MARINE CONSTRUCTION

### Section 354200—Waterway Bank, Drainage Channel Protection, and Natural Stone

2. Color of boulders shall match that of existing rounded boulders associated with the beach access stone steps located on-site north of the south shoreline, and east of the Parks Administration building.
3. Boulders shall be marked by the Owner prior to being transported to the site. Contractor shall give the Owner 5 days notice of a time to review rock selections prior to delivery.

#### 2.06 ROCK FOR ROCK FACING AND ROCK WALLS

- A. Contractor-provided basalt stone shall be of the size required for constructing the rock walls shown on the Drawings. Imported basalt stone shall conform to the requirements for size, weight, and quality and Section 9-13.7(1) Rock for Rock Walls, of the Standard Specifications and as shown on the Drawings.

#### 2.07 FILTER FABRIC FOR ROCK FACING/ROCKERIES

- A. Filter Fabric shall consist of a non-woven geotextile with the following properties:
  1. Minimum Grab Tensile Strength of 160 pound as measured by ASTM D4632.
  2. AOS of 0.212 mm or greater as measured by ASTM D4751.
  3. Minimum UV resistance of 70 percent at 500 hours as measured by ASTM D4355.

## PART 3 – EXECUTION

#### 3.01 PLACEMENT OF BEACH GRAVEL

- A. Follow general earthwork requirements set forth in Section 312000—Earth Moving. Obtain Owner approval of subgrade prior to construction of the beach section. Transport beach gravel to the Project location by barge. Place beach gravel by a barge mounted conveyor (telebelt) or by offloading using a ramp and front end loader and then spreading to the limits shown on the Drawings with a bulldozer, trackhoe, or other approved equipment. Work shall be done in the dry, when Lake Washington is at its lowest level. All Work in the water shall be in compliance with all permit requirements.

#### 3.02 LAYER THICKNESS VERIFICATION

- A. The Contractor shall submit in the Earthwork Plan their means, methods, and procedures for ensuring the required lift thickness is met and that the material is placed within the horizontal and vertical extents as shown on the Drawings. The adequacy of the approved method will be verified in the field by the Owner. If, at

## DIVISION 35—WATERWAY AND MARINE CONSTRUCTION

### Section 354200—Waterway Bank, Drainage Channel Protection, and Natural Stone

any time during the course of material placement activities, the approved method for thickness verification proves inadequate or unreliable in the opinion of the Owner, the Owner may designate or require development of an alternative method for thickness verification. The cost of the alternative method shall be borne by the Contractor and no additional costs associated with thickness verification shall be paid by the Owner.

- B. The Owner may also elect to supplement the Contractor's methods through independent checks on layer extent and thickness, so as to check and validate the Contractor's procedures and measurements, potentially including randomly located test excavations performed throughout the placement area.

#### 3.03 RANGES, GAUGES, AND HORIZONTAL CONTROL

- A. An accurate method of horizontal control shall be established by the Contractor before material placement begins. The proposed method and maintenance of the horizontal control system shall be subject to the approval of the Owner. If, at any time, the method fails to provide accurate location for the placement operations, the Contractor shall be required to correct operations per Section 5.14 of the General Conditions.
- B. The Contractor shall lay out its Work from horizontal and vertical control points indicated on the Drawings and shall be responsible for all measurements taken from these points. The Contractor shall furnish all stakes, templates, platforms, equipment, range markers, transponder stations, and labor as may be required to lay out the Work from the control points shown on the Drawings. It shall be the responsibility of the Contractor to maintain all points established for the Work until authorized to remove them. If such points are destroyed by the Contractor or disturbed through its negligence prior to authorized removal, they shall be replaced by the Contractor at the Contractor's expense.

#### 3.04 ROCK FACING/ROCK WALL CONSTRUCTION

- A. Rock facings shall be constructed at the locations and to the limits indicated on the Drawings or as otherwise needed to provide stable slopes below and directly above the trail. Rock facings shall be limited to 4 feet in height. The subgrade elevation and location of the rock facing shall be staked in the field and approved by the Owner prior to construction.
- B. Rock Facing Keyway: The first step in rock facing construction, after clearing and general site preparation, is to excavate a keyway for the base course of rock facing. The keyway shall be a minimum of 12 inches deep (as shown on the Drawings) extending over the entire length of the rock facing and shall incline slightly downward toward the face of the cut or fill being protected.

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### Section 354200—Waterway Bank, Drainage Channel Protection, and Natural Stone

- C. **Rock Selection:** The Contractor shall have sufficient working space so individual rock selection from a number of stockpiled rocks can satisfy the needs of the Project. Rocks shall be of a generally cubical, tabular or rectangular shape, as opposed to rounded or tetrahedral forms, and shall be placed to match as closely as possible the spaces afforded by the next lower course of rocks. One-man rocks shall not be used on rock facings more than 3 feet high.
- D. **Rock Placement:** The thickness of the rock facing, including the filter layer behind it, shall be approximately 40 percent of its height. On all walls over 2 feet in height, a 6-inch slotted/perforated drain pipe as specified in Section 334000—Storm Drainage shall be installed in a keyway behind the rock facing, with sufficient gradient to initiate flow, and be piped to the outfall locations as shown on the Drawings.
1. The Contractor shall place the first course of rock on a layer of bedding layer rock over firm, unyielding soil (having a minimum load bearing capacity of 2,000 pounds per square foot) at base elevations. There shall be full contact between the bedding layer rock and soil. This may require shaping of the ground surface, or slamming or dropping the rocks into place when appropriate, so that the soil foundation conforms to the shape of the rock face bearing on it. As an alternative, it may be necessary to place quarry spalls into the subgrade to increase its load bearing capacity. Before placing the next level of rock facing, the Contractor shall place any quarry spalls behind and to the top of the rocks previously placed.
  2. The largest rocks shall be used at the bottom and progressively smaller rocks toward the top. The rocks shall be placed so that there are no continuous joint planes in either the vertical or lateral direction. Each rock shall bear on at least two rocks below it, shall have at least three contact surfaces, and shall be set stable with no rocking.
  3. Rocks shall be placed in a manner that there is some bearing between flat rock faces rather than on joints. Horizontal joints between rock courses shall slope downward towards the embankment being protected.
  4. The batter of the rock facing shall conform to the Drawings. The batter of the rock facing shall be uniformly the same throughout the length of the rock facing. The face of individual rocks may vary no more than 3 inches from the batter or slope line of the rock facing.
  5. Where voids greater than 4 inches in dimension exist in the face of the rock facing, they shall be visually examined to determine if contact between the rocks exists within the thickness of the rock facing. If there is contact, no further action is required. But if there is no rock contact within the rock facing thickness, some resetting is required. If there is a void measuring 6 inches or more near the inside face of the rock facing, the

## DIVISION 35—WATERWAY AND MARINE CONSTRUCTION

### Section 354200—Waterway Bank, Drainage Channel Protection, and Natural Stone

void shall be "chinked" with a smaller piece of rock. This filler rock shall be placed with the longest dimension perpendicular to the face.

6. If stability of an unprotected cut slope is of concern, the rock facing shall be constructed in short lengths. The final course shall be an even appearance and shall be placed so as to minimize erosion of the protected embankment.
- E. Backfill Drainage Layer: The Contractor shall place a drainage filter layer between the face of the embankment and the rear of the rock facing. The drainage filter shall be a minimum thickness as shown on the Drawings.
- F. Slope Above Rock Facing: The slope of the terrain above the rock facing shall be no steeper than 3:1 (horizontal to vertical) to minimize an earth surcharge on the rock facing. Additional grading and/ or wall height may be required to meet this requirement. The unimproved area above the rock facing shall be mulched for erosion control.

#### 3.05 HANDLING AND INSTALLATION OF FILTER FABRIC FOR ROCK FACING

- A. Filter Fabric labeling, shipment, and storage shall follow ASTM D4873. Product labels shall clearly show the manufacturer or supplier name, style name, and roll number. Each Filter Fabric roll shall be wrapped with a material that will protect the geotextile from damage due to shipment, water, sunlight, and contaminants.
- B. During storage, Filter Fabric rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation; extended ultraviolet radiation including sunlight; chemicals that are strong acids or strong bases, flames including welding sparks; excess temperatures; and any other environmental conditions that may damage the physical property values of the geotextile.
- C. The installation site shall be prepared by clearing, grubbing, and excavation or filling the area to the design grade. This includes removal of topsoil and vegetation.
- D. The Filter Fabric shall be laid smooth without wrinkles or folds. Adjacent Filter Fabric panels shall be overlapped, sewn or joined. Overlaps shall be a minimum of 2 feet.
- E. Prior to covering, the Filter Fabric shall be inspected by the Owner to ensure that the material has not been damaged during installation. Damaged Filter Fabric, as identified by the Owner, shall be repaired immediately. Cover the damaged area with a Filter Fabric patch which extends an amount equal to the required overlap beyond the damaged area.



## DIVISION 35—WATERWAY AND MARINE CONSTRUCTION

### Section 354200—Waterway Bank, Drainage Channel Protection, and Natural Stone

- F. If placement of material causes damage to the Filter Fabric, the damaged area shall be repaired as previously described above. The placement procedure shall then be modified to eliminate further damage from taking place.

#### 3.06 BOULDER AND STONE STEP CONSTRUCTION

- A. The subgrade elevation and location of the surrounding boulder placement shall be staked in the field and approved by the Owner prior to installing facing and risers.
- B. All boulders and stone risers shall be placed on site as directed by the Owner. Locations shown on the Drawings are approximate. Placement and orientation of each stone shall be as directed by the Owner on site.
  - 1. The Contractor shall build stone risers and boulders simultaneously from the bottom up.
  - 2. The first step, after clearing and general site preparation, is to excavate a keyway for the bedding layer. The keyway shall be 3 to 12 inches deep (as shown on the Drawings) extending over the entire length of the rock facing, and shall incline slightly downward toward the face of the cut or fill being protected by an approximate 4:1 (horizontal to vertical) slope. The keyway width shall be at least 40 percent of the height of the proposed rock facing.
  - 3. The Contractor shall place the first course of rock on a bedding layer over firm, unyielding soil (having a minimum load bearing capacity of 2,000 pounds per square foot) at base elevations. There shall be full contact between the rock and soil. This may require shaping of the ground surface, or slamming or dropping the rocks into place when appropriate, so that the soil foundation conforms to the shape of the rock face bearing on it. As an alternative, it may be necessary to place a greater depth of bedding layer into the subgrade to increase its load bearing capacity. Before placing the next level of boulders, the Contractor shall place any additional bedding layer rock behind and to the top of the rocks previously placed.
  - 4. The Contractor shall excavate as needed to create the rock bedding layer for stone risers. Stone risers shall be set so that each step has consistent tread dimensions and riser height. Risers shall be no greater than 7 inches in height. Each riser shall have at least three contact surfaces and shall be set stable with no rocking.

**END OF SECTION**

# Appendix A

## Permits Issued

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**HILARY S. FRANZ**  
COMMISSIONER OF PUBLIC LANDS

**DEPARTMENT OF  
NATURAL RESOURCES**

**SOUTH PUGET SOUND REGION**  
950 FARMAN AVENUE N  
ENUMCLAW, WA 98022-9282

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WWW.DNR.WA.GOV

February 4, 2021

Paul West  
City of Mercer Island  
Luther Burbank Park  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

**Subject:** Aquatic Lands on Lake Washington – Review Trails Restoration Project

Dear Mr. West.

DNR has reviewed the JARPA received January 25, 2021 for shoreline and trail restoration under Aquatics Lease no. 20-A09917. You may pursue permits for this work.

While DNR authorizes the applicant to seek permits, final approval for the project will not be authorized until the applicant can provide an updated plan set, all applicable permits, and a habitat stewardship review has been completed.

Please do not hesitate to contact me should you need additional information, or to arrange a meeting. I can be reached by phone at 253-949-1720 or by email at [Trina.Contreras@dnr.wa.gov](mailto:Trina.Contreras@dnr.wa.gov).

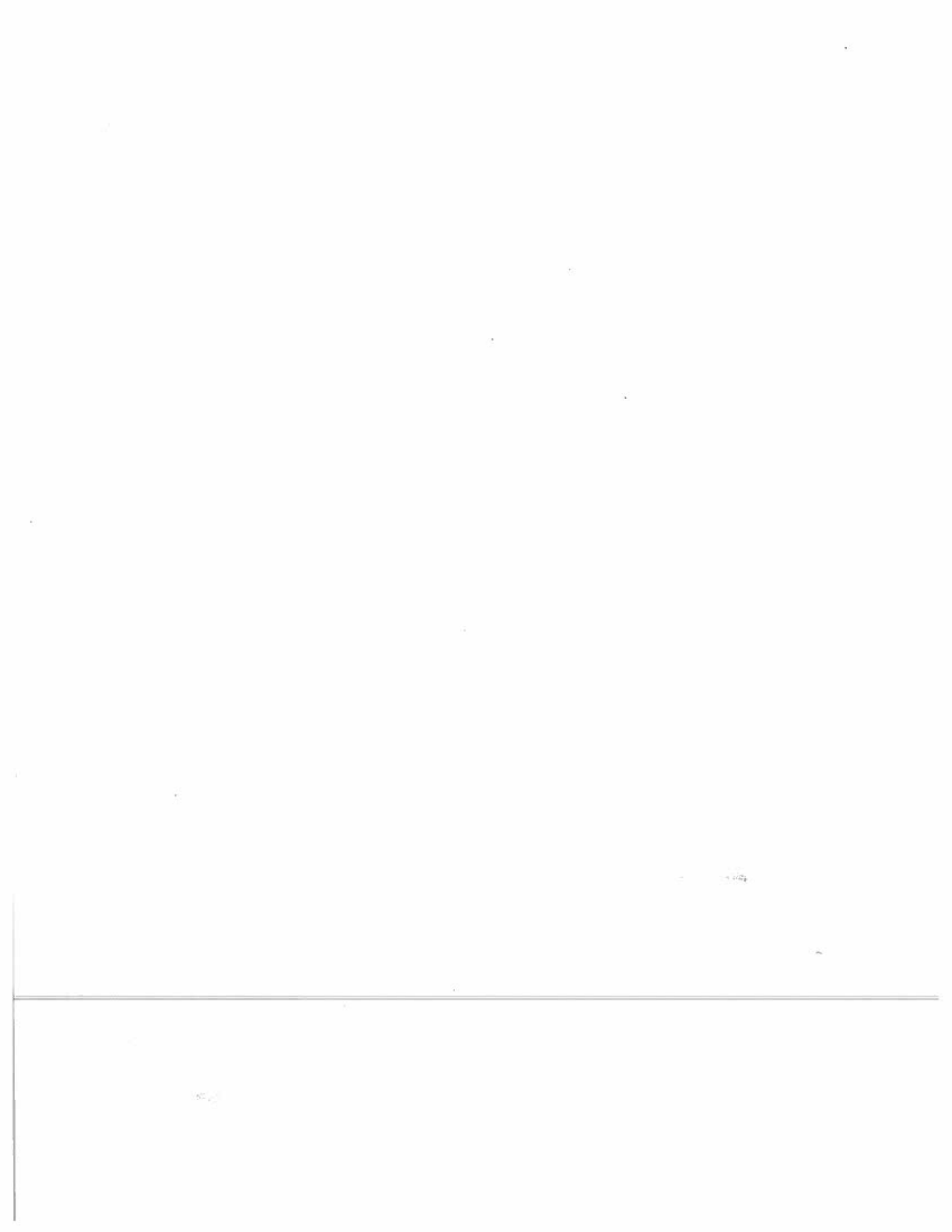
DNR reserves the right to comment on future amendments and revisions to this proposal.

Sincerely,

Trina Contreras, Land Manager  
Shoreline District Aquatics

Enclosure (JARPA attachment E)

c: District File  
TRO File





**WASHINGTON STATE**  
**Joint Aquatic Resources Permit**  
**Application (JARPA) [\[help\]](#)**



**Attachment E:**  
**Aquatic Use Authorization on**  
**Department of Natural Resources**  
**(DNR)-managed aquatic lands [\[help\]](#)**

AGENCY USE ONLY

Date received: \_\_\_\_\_;  Town  
 Application Fee Received;  Fee N/A  
 New Application;  Renewal Application  
Type/Prefix #: \_\_\_\_\_; Nature Use Code: \_\_\_\_\_  
LM Initials & BP#: \_\_\_\_\_  
RE Assets Finance BP#: \_\_\_\_\_  
New Application Number: \_\_\_\_\_  
Trust(s): \_\_\_\_\_; County: \_\_\_\_\_  
AQR Plate #(s): \_\_\_\_\_  
Gov Lot #(s): \_\_\_\_\_  
Tax Parcel #(s): \_\_\_\_\_

Complete this attachment and submit it with the completed JARPA form only if you are applying for an Aquatic Use Authorization with DNR. Call (360) 902-1100 or visit <http://www.dnr.wa.gov/programs-and-services/aquatics/leasing-and-land-transactions> for more information.

- DNR recommends you discuss your proposal with a DNR land manager before applying for regulatory permits. Contact your regional land manager for more information on potential permit and survey requirements. You can find your regional land manager by calling (360) 902-1100 or going to <http://www.dnr.wa.gov/programs-and-services/aquatics/aquatic-districts-and-land-managers-map>. [\[help\]](#)
- The applicant may not begin work on DNR-managed aquatic lands until DNR grants an Aquatic Use Authorization.
- Include a \$25 non-refundable application processing fee, payable to the "Washington Department of Natural Resources." (Contact your Land Manager to determine if and when you are required to pay this fee.) [\[help\]](#)

DNR may reject the application at any time prior to issuing the applicant an Aquatic Use Authorization. [\[help\]](#)

Use black or blue ink to enter answers in white spaces below.

<b>1. Applicant Name (Last, First, Middle)</b>	
Severtsen, Betsy	
<b>2. Project Name (A name for your project that you create. Examples: Smith's Dock or Seabrook Lane Development) <a href="#">[help]</a></b>	
Gene Coulon Memorial Beach Park North Water Walk Improvements	
<b>3. Phone Number and Email</b>	
425.430.6611 bsevertsen@rentonwa.gov	
<b>4. Which of the following applies to Applicant? Check one and, if applicable, attach the written authority – bylaws, power of attorney, etc. <a href="#">[help]</a></b>	
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Company  Home State of Registration: _____	<input type="checkbox"/> Individual <input type="checkbox"/> Marital Community (Identify spouse): _____ <input checked="" type="checkbox"/> Government Agency <input type="checkbox"/> Other (Please Explain): _____

5. Washington UBI (Unified Business Identifier) number, if applicable: <a href="#">[help]</a>
6. Are you aware of any existing or previously expired Aquatic Use Authorizations at the project location?
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know If Yes, Authorization number(s): _____
7. Do you intend to sublease the property to someone else?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, contact your Land Manager to discuss subleasing.
8. If fill material was used previously on DNR-managed aquatic lands, describe below the type of fill material and the purpose for using it. <a href="#">[help]</a>
N/A

**To be completed by DNR and a copy returned to the applicant.**

Signature for projects on DNR-managed aquatic lands:

Applicant must obtain the signature of DNR Aquatics District Manager OR Assistant Division Manager if the project is located on DNR-managed aquatic lands.

I, a designated representative of the Dept. of Natural Resources, am aware that the project is being proposed on Dept. of Natural Resources-managed aquatic lands and agree that the applicant or his/her representative may pursue the necessary regulatory permits. My signature does not authorize the use of DNR-managed aquatic lands for this project.

Heather Saunders



1/11/2021

Printed Name

Signature

Date

Dept. of Natural Resources

Dept. of Natural Resources

District Manager or Assistant Division Manager

District Manager or Assistant Division Manager

If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA Publication ORIA-16-016 rev. 10/2016

**From:** [ECY RE FED PERMITS \(SEA\)](#)  
**To:** [paul.west@mercergov.org](mailto:paul.west@mercergov.org); [jjensen@anchorea.com](mailto:jjensen@anchorea.com); [paul.west@mercerisland.gov](mailto:paul.west@mercerisland.gov); [Josh Jensen](#)  
**Cc:** [Rogers, Kelsey N CIV USARMY CENWS \(USA\)](#); [Wyatt, Marcy M CIV USARMY CENWS \(USA\)](#); [Padgett, Rebekah \(ECY\)](#); [Randall, Loree" \(ECY\)](#)  
**Subject:** 140201 - RE: NWP Verification for NWS-2021-118 Mercer Island, City of (Shoreline Restoration)  
**Date:** Monday, March 7, 2022 3:53:52 PM

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**CAUTION – EXTERNAL EMAIL:** This email originated from outside of Anchor QEA. Please exercise caution with links and attachments.

The Department of Ecology (Ecology) received the Corps of Engineers' letter authorizing the above project under Nationwide Permits #18 and #27 on 3/7/2022. Within the Corps letter, they indicated that no further coordination with Ecology is required because the work complies with Ecology's Section 401 Water Quality Certification (WQC) requirements. This email is to confirm that an individual WQC is not required for the Section 401 Request you submitted on 4/1/2021 (Aquatics ID Number: 140201) because your project is covered under Ecology's programmatic WQC for the Nationwide Program. Please contact us if you have any questions.

Thank you,  
Taylor Belisle (she/they)  
Federal Permit Unit

-----Original Message-----

From: Wyatt, Marcy M CIV USARMY CENWS (USA) <Marcy.M.Wyatt@usace.army.mil>  
Sent: Monday, March 7, 2022 2:15 PM  
To: paul.west@mercergov.org; jjensen@anchorea.com  
Cc: Rogers, Kelsey N CIV USARMY CENWS (USA) <Kelsey.Rogers@usace.army.mil>; Wyatt, Marcy M CIV USARMY CENWS (USA) <Marcy.M.Wyatt@usace.army.mil>  
Subject: 140201 - NWP Verification for NWS-2021-118 Mercer Island, City of (Shoreline Restoration)

THIS EMAIL ORIGINATED FROM OUTSIDE THE WASHINGTON STATE EMAIL SYSTEM - Take caution not to open attachments or links unless you know the sender AND were expecting the attachment or the link

Greetings,

Please find attached to this email your Nationwide Permit verification for the above-referenced project. Please review all attachments very closely as they detail how the work must be accomplished.

Please respond to this email so I can confirm you have received it. If you have any questions, please contact the Project Manager or let me know.

Sincerely,

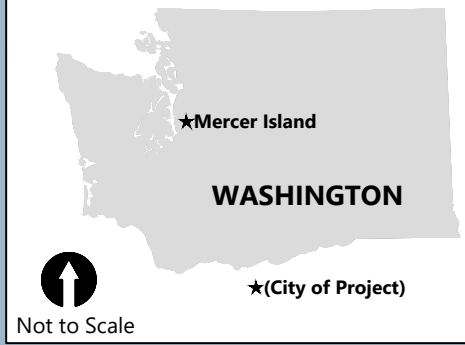
Marcy Wyatt, Regulatory Support Assistant Regulatory Branch

List of Attachments:

1. NWP Verification letter
2. Permit drawings
3. NWP Terms and Conditions for NWPs 18 and 27 4. Certificate of Compliance

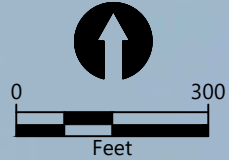
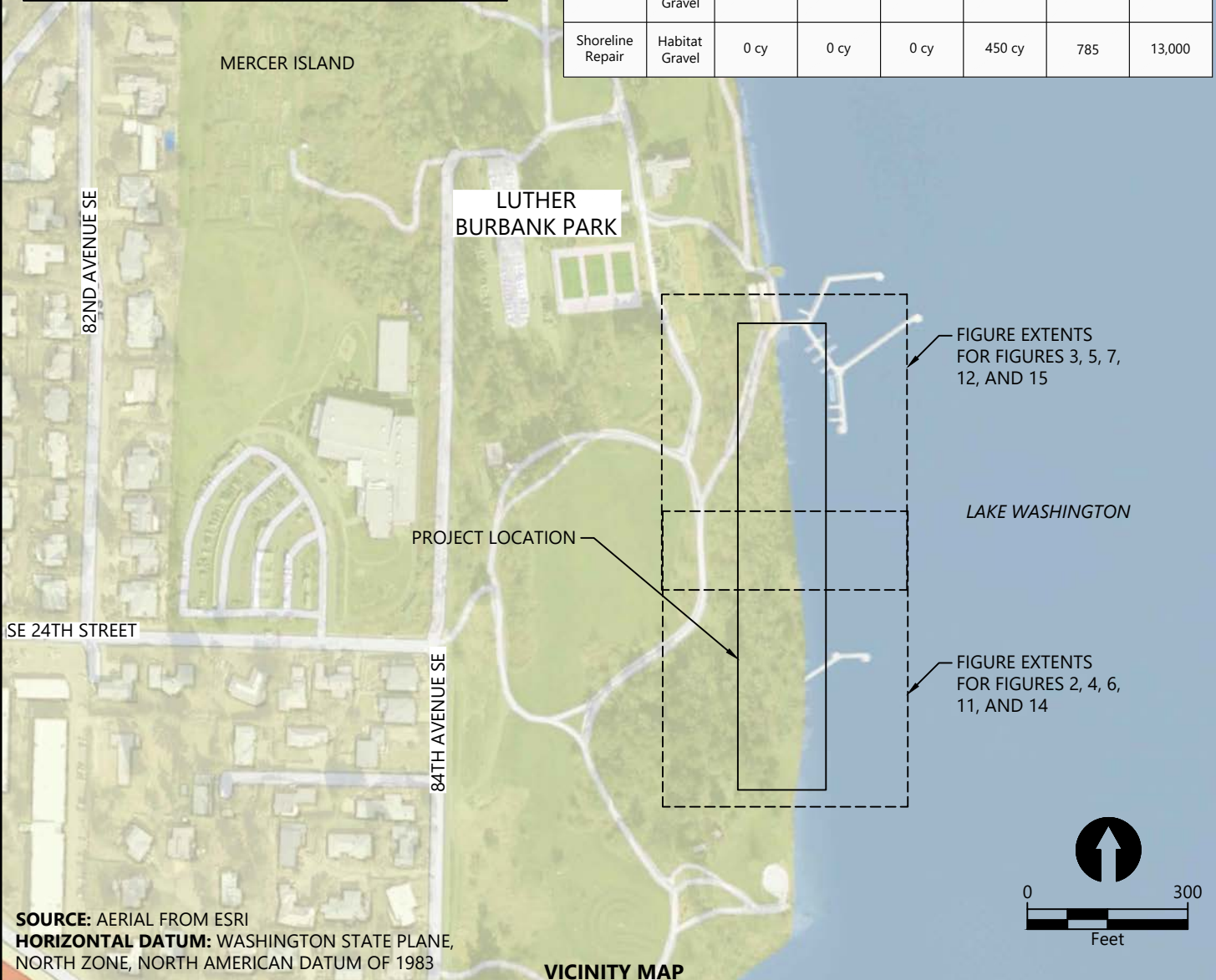


TITLE	
SHEET NO.	Sheet Title
1	VICINITY MAP
2	EXISTING CONDITIONS (1 OF 2)
3	EXISTING CONDITIONS (2 OF 2)
4	DEMOLITION AND CLEARING PLAN (1 OF 2)
5	DEMOLITION AND CLEARING PLAN (2 OF 2)
6	GRADING PLAN (1 OF 2)
7	GRADING PLAN (2 OF 2)
8	GRADING SECTIONS (1 OF 3)
9	GRADING SECTIONS (2 OF 3)
10	GRADING SECTIONS (3 OF 3)
11	MATERIALS PLAN (1 OF 2)
12	MATERIALS PLAN (2 OF 2)
13	MATERIALS DETAILS
14	PLANTING PLAN (1 OF 2)
15	PLANTING PLAN (2 OF 2)
16	PLANT SCHEDULE



Earthwork Data							
Project Element	Fill Material Type	Cut Landward of OHWM	Cut Waterward of OHWM	Fill Landward of OHWM	Fill Waterward of OHWM	Linear Feet	Square Feet
Trail	Wood Chips, Top Soil, Gravel	375 cy	0 cy	200 cy	0 cy	800	13,000
Shoreline Repair	Habitat Gravel	0 cy	0 cy	0 cy	450 cy	785	13,000

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-001 (Vicinity).dwg Figure 1



**SOURCE:** AERIAL FROM ESRI  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
1. CITY OF MERCER ISLAND

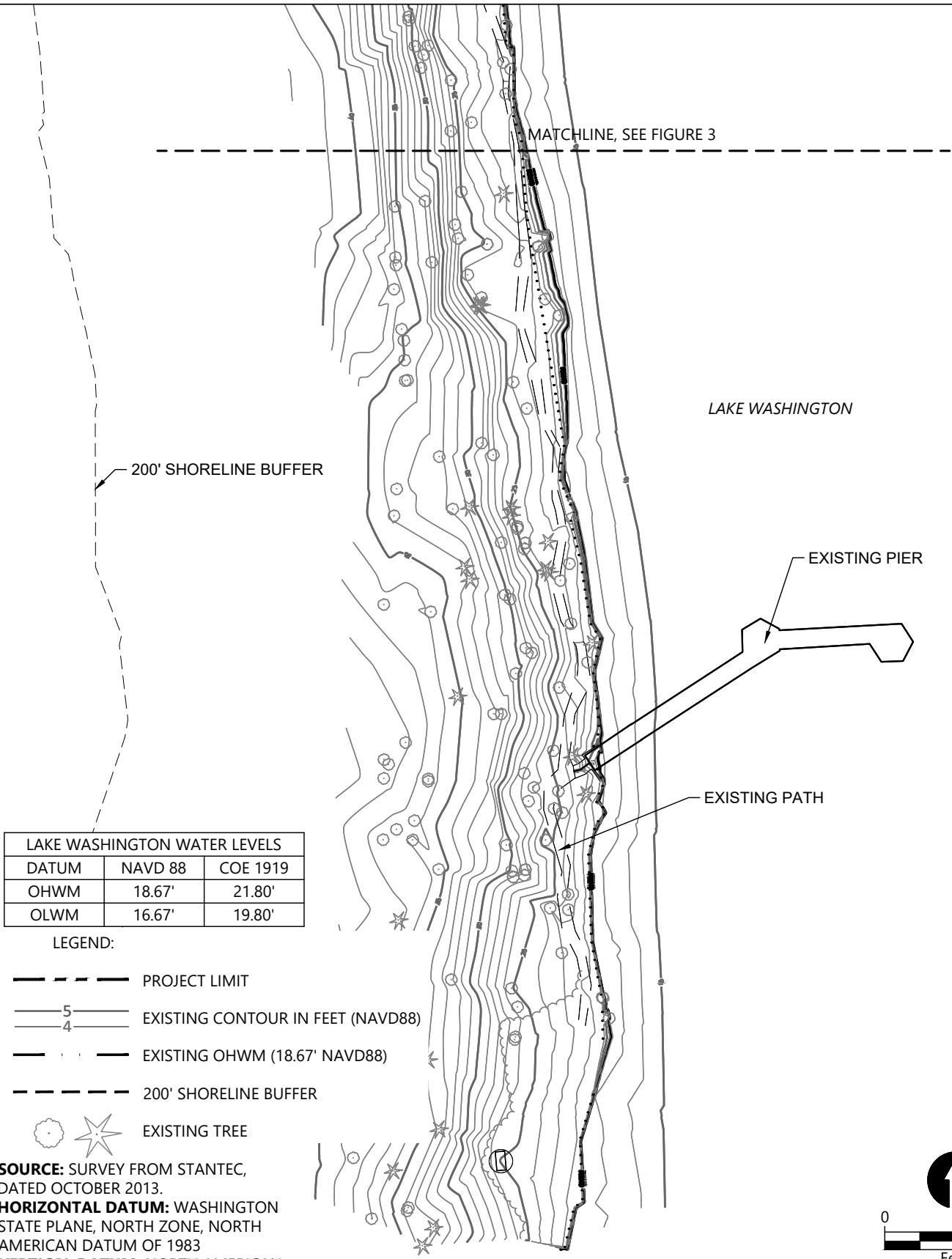
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** APRIL 7 2021  
**PAGE:** 1 OF 16



Apr 07, 2021 9:05am chewart

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-002 (Existing Conditions).dwg Figure 2

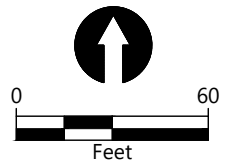


LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

LEGEND:

- PROJECT LIMIT
- EXISTING CONTOUR IN FEET (NAVD88)
- EXISTING OHWM (18.67' NAVD88)
- 200' SHORELINE BUFFER
- EXISTING TREE

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.



**EXISTING CONDITIONS (1 OF 2)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

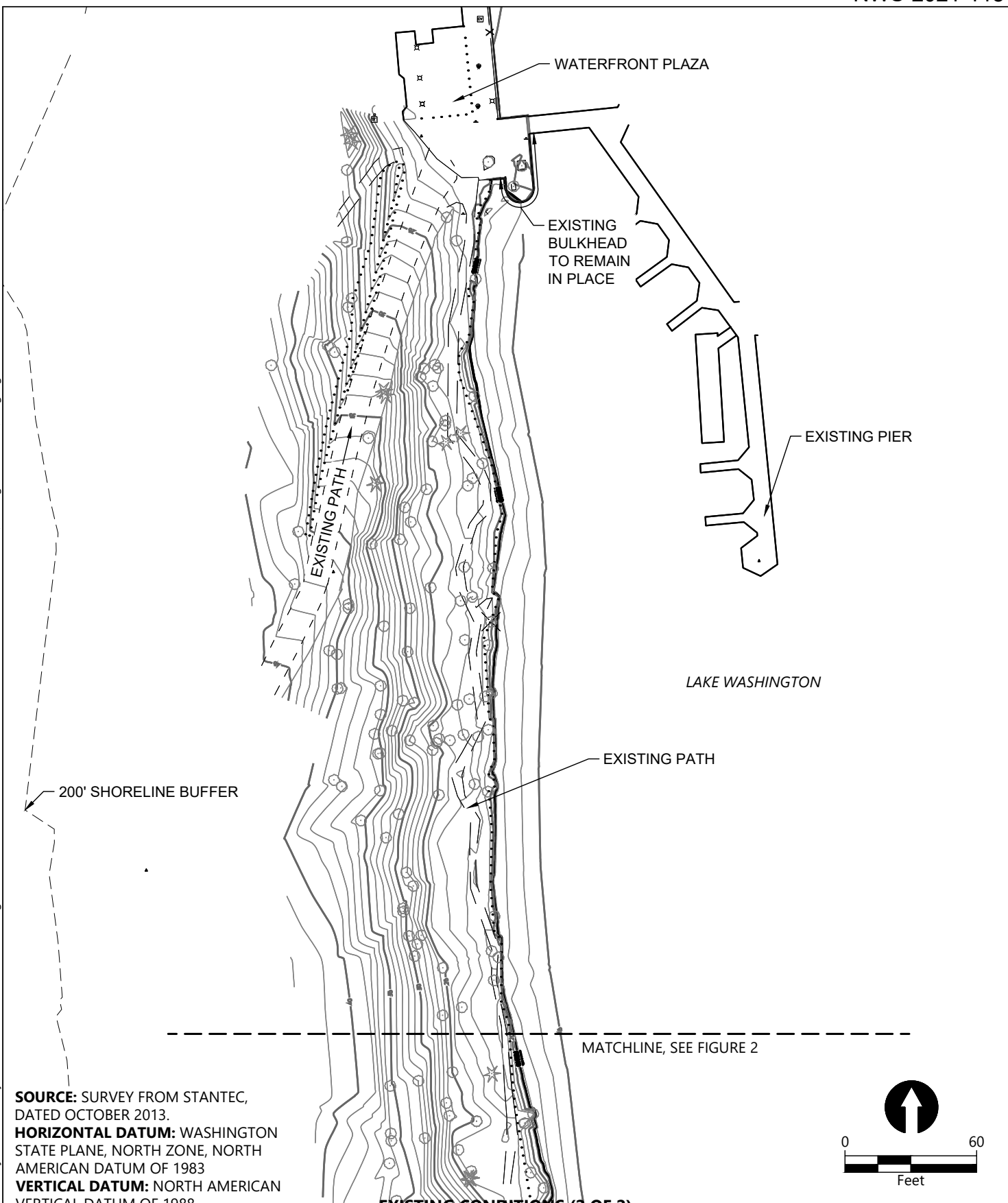
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** APRIL 7 2021

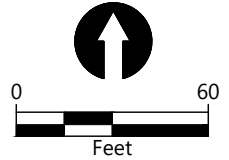


Apr 07, 2021 9:06am chewart

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-002 (Existing Conditions).dwg Figure 3



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.



**EXISTING CONDITIONS (2 OF 2)**

<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> APRIL 7 2021</p>
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DEMOLITION NOTES:

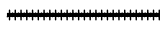

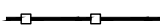





- A** NUMEROUS DOWNED LOGS & BOULDERS ALONG SHORELINE & IN WORK AREAS, SHOULD REMAIN IN PLACE AND BE PROTECTED.

MATCHLINE, SEE FIGURE 5

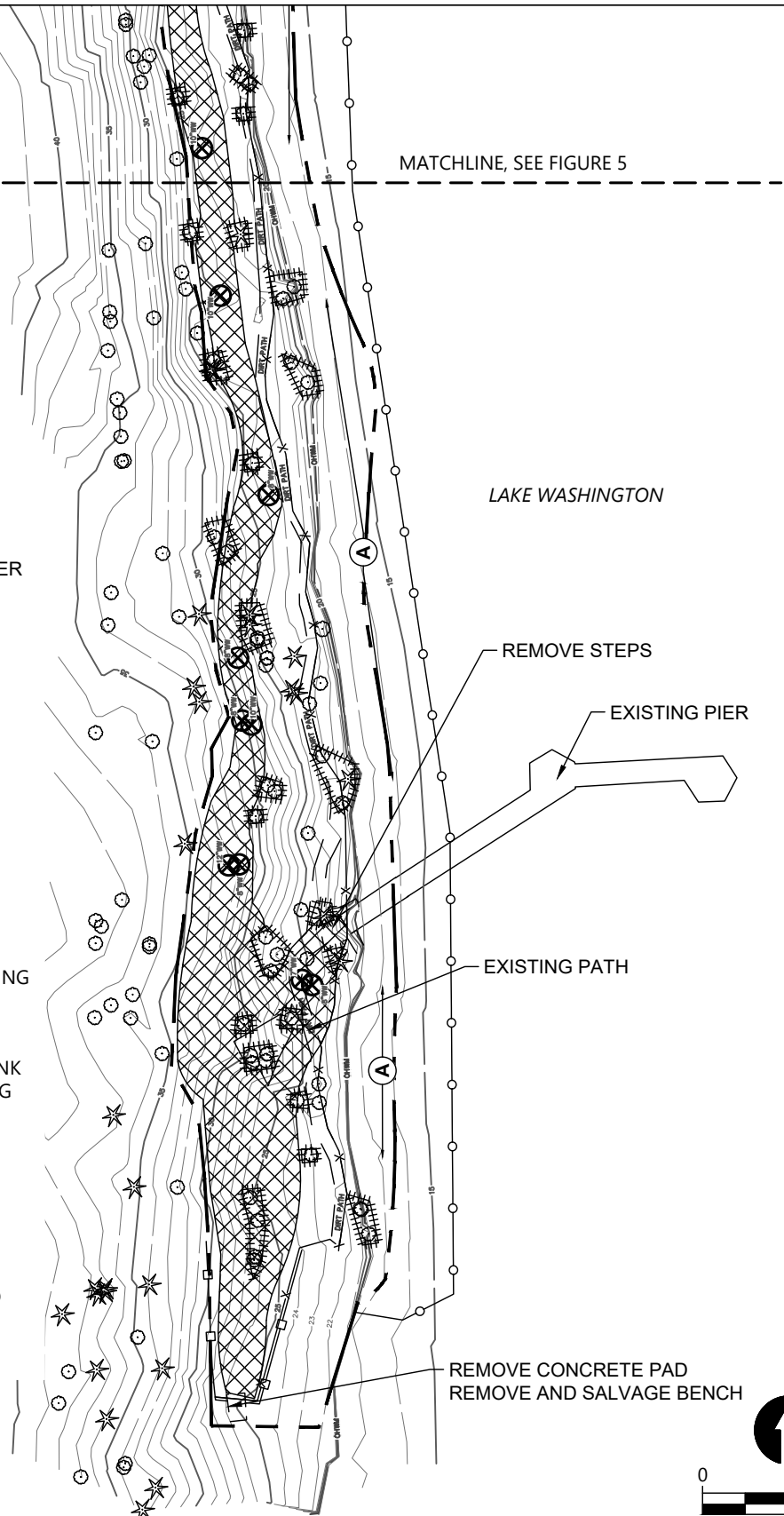
200' SHORELINE BUFFER

LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

LEGEND:

-  TREE PROTECTION FENCING
-  SILT FENCING
-  TEMPORARY 6" CHAINLINK CONSTRUCTION FENCING
-  FLOATING TURBIDITY CURTAIN
-  CLEAR AND GRUB
-  ITEM TO BE REMOVED
-  PAVERS TO BE REMOVED AND SALVAGED
-  10" LT TREE TO BE REMOVED

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.



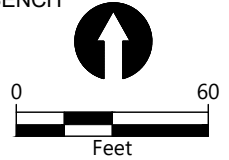
LAKE WASHINGTON

REMOVE STEPS

EXISTING PIER

EXISTING PATH

REMOVE CONCRETE PAD  
REMOVE AND SALVAGE BENCH



DEMOLITION AND CLEARING PLAN (1 OF 2)

REFERENCE #: N/A

APPLICANT: CITY OF MERCER ISLAND

LOCATION: 2040 84TH AVENUE SE  
MERCER ISLAND, WA 98040

ADJACENT PROPERTY OWNERS:  
1. CITY OF MERCER ISLAND

NAME: LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT

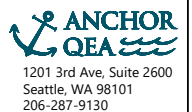
PROPOSED: SHORELINE RESTORATION AND REPAIR

PURPOSE: UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

DATUM: NAVD 88  
LATITUDE: 47.591034 N  
LONGITUDE: -122.224481 W  
S-T-R: 6-25N-5E

IN: LAKE WASHINGTON  
NEAR/AT: MERCER ISLAND  
COUNTY: KING  
STATE: WASHINGTON

DATE: APRIL 7 2021



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-005 (Demo).dwg Figure 4

Apr 07, 2021 9:06am chewart

DEMOLITION NOTES:

**(A)** NUMEROUS DOWNED LOGS & BOULDERS ALONG SHORELINE & IN WORK AREAS, SHOULD REMAIN IN PLACE AND BE PROTECTED.

PROTECT PLAZA - PAVING & OTHER FEATURES OUTSIDE OF IRRIGATION TRENCHING

REMOVE & SALVAGE CONCRETE PAVERS

IRRIGATION TRENCHING

REMOVE SIGN

EXISTING PIER

LAKE WASHINGTON

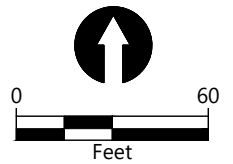
EXISTING PATH

200' SHORELINE BUFFER

MATCHLINE, SEE FIGURE 4

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**DEMOLITION AND CLEARING PLAN (2 OF 2)**



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-005 (Demo).dwg Figure 5

Apr 07, 2021 9:06am chewart

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

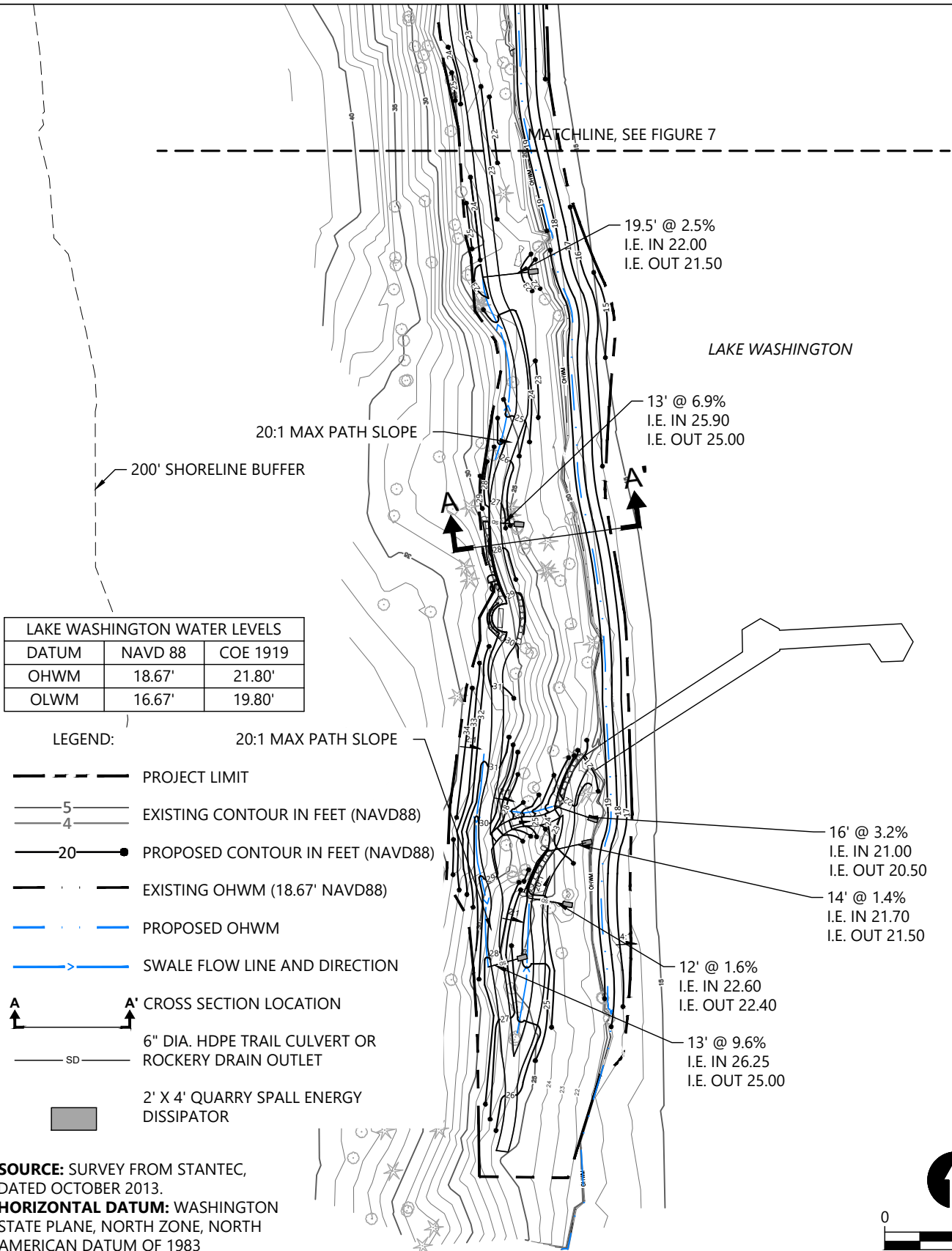
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
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**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** APRIL 7 2021

**ANCHOR QEA**  
 1201 3rd Ave, Suite 2600  
 Seattle, WA 98101  
 206-287-9130

**PAGE:** 5 OF 16

K:\Projects\1018-City of Mercer Island\Galkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 6

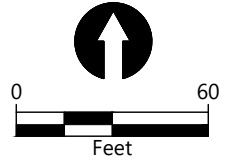


LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

- LEGEND:**
- PROJECT LIMIT
  - 5 EXISTING CONTOUR IN FEET (NAVD88)
  - 4 EXISTING CONTOUR IN FEET (NAVD88)
  - 20 PROPOSED CONTOUR IN FEET (NAVD88)
  - EXISTING OHWM (18.67' NAVD88)
  - PROPOSED OHWM
  - SWALE FLOW LINE AND DIRECTION
  - CROSS SECTION LOCATION
  - 6" DIA. HDPE TRAIL CULVERT OR ROCKERY DRAIN OUTLET
  - 2' X 4' QUARRY SPALL ENERGY DISSIPATOR

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**GRADING PLAN (1 OF 2)**



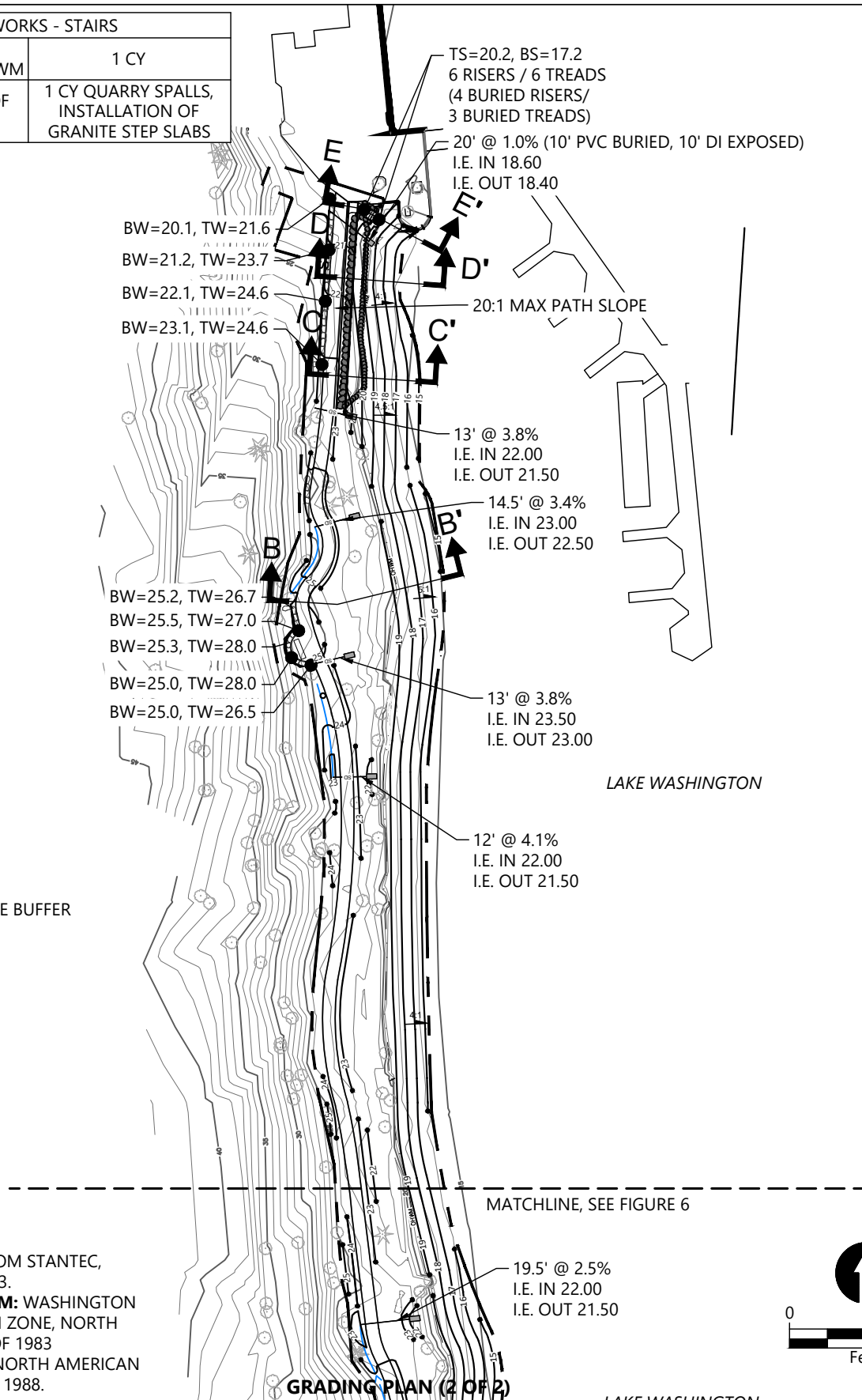
**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** APRIL 7 2021  
**PAGE:** 6 OF 16

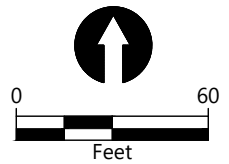


EARTHWORKS - STAIRS	
EXCAVATION WATERWARD OF OHWM	1 CY
FILL WATERWARD OF OHWM	1 CY QUARRY SPALLS, INSTALLATION OF GRANITE STEP SLABS



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**GRADING PLAN (2 OF 2)**

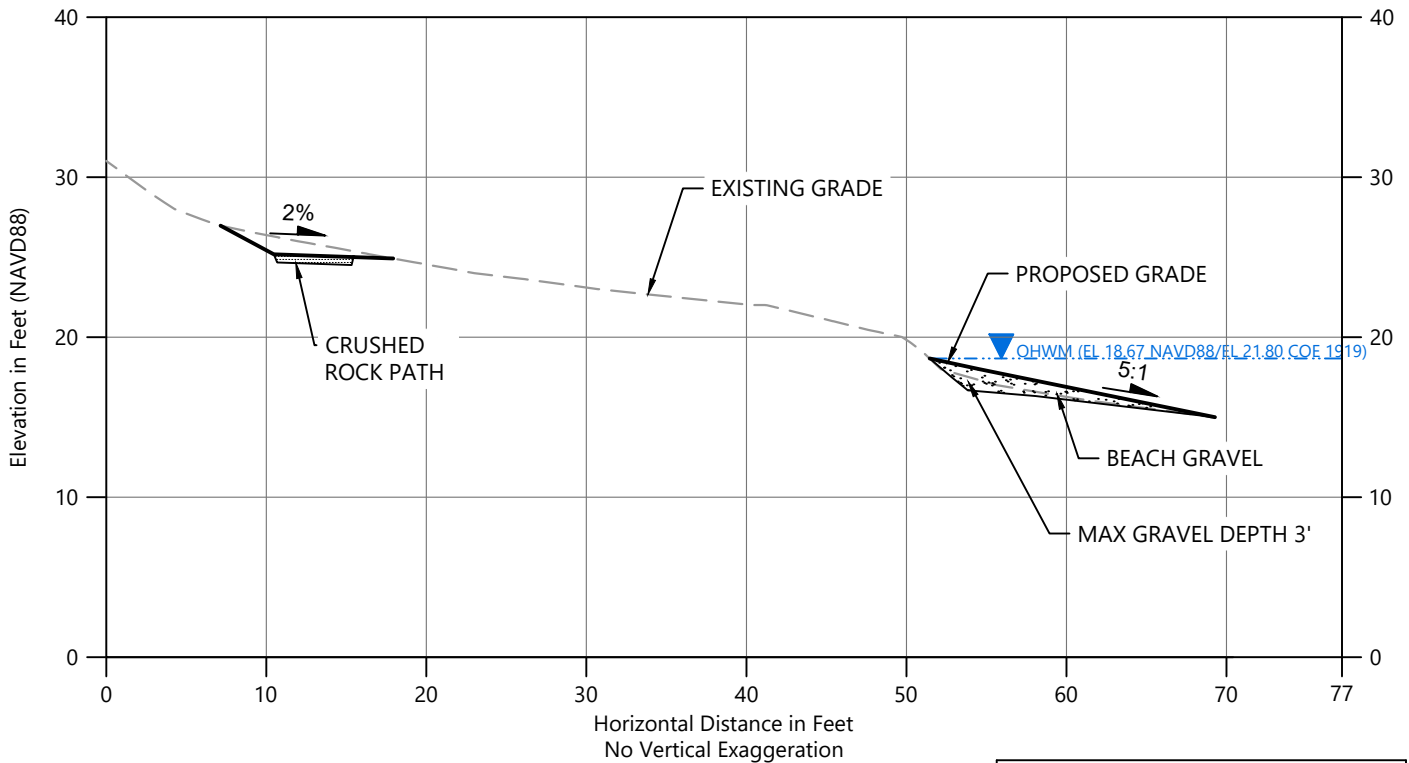
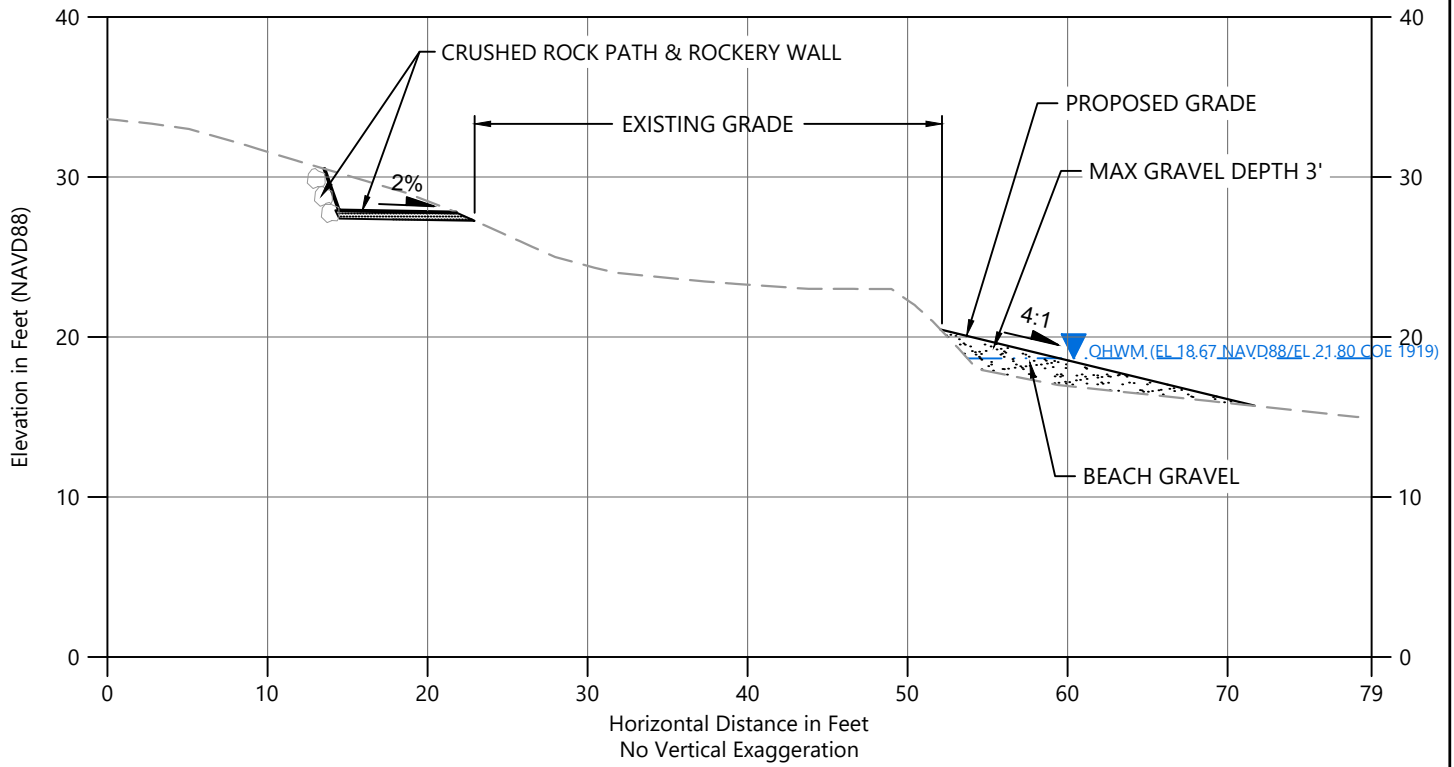


K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 7

<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> APRIL 7 2021</p>
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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 8



LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**GRADING SECTIONS (1 OF 3)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

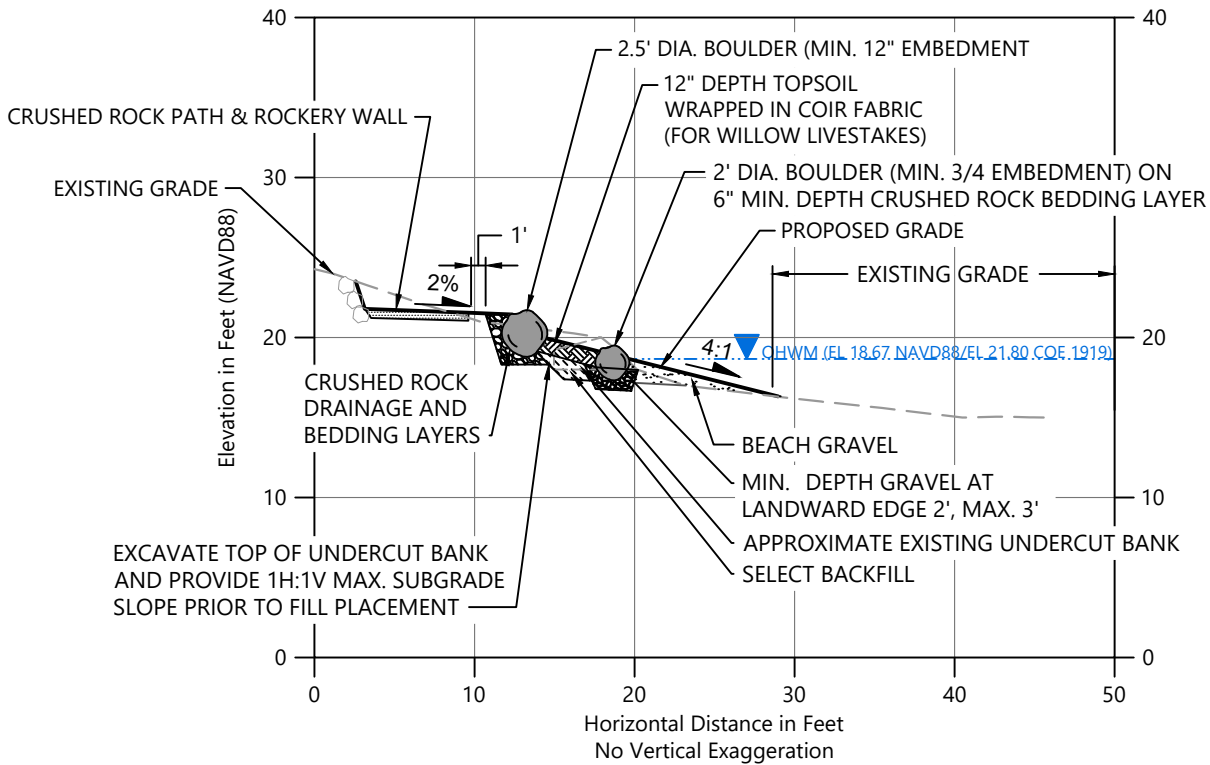
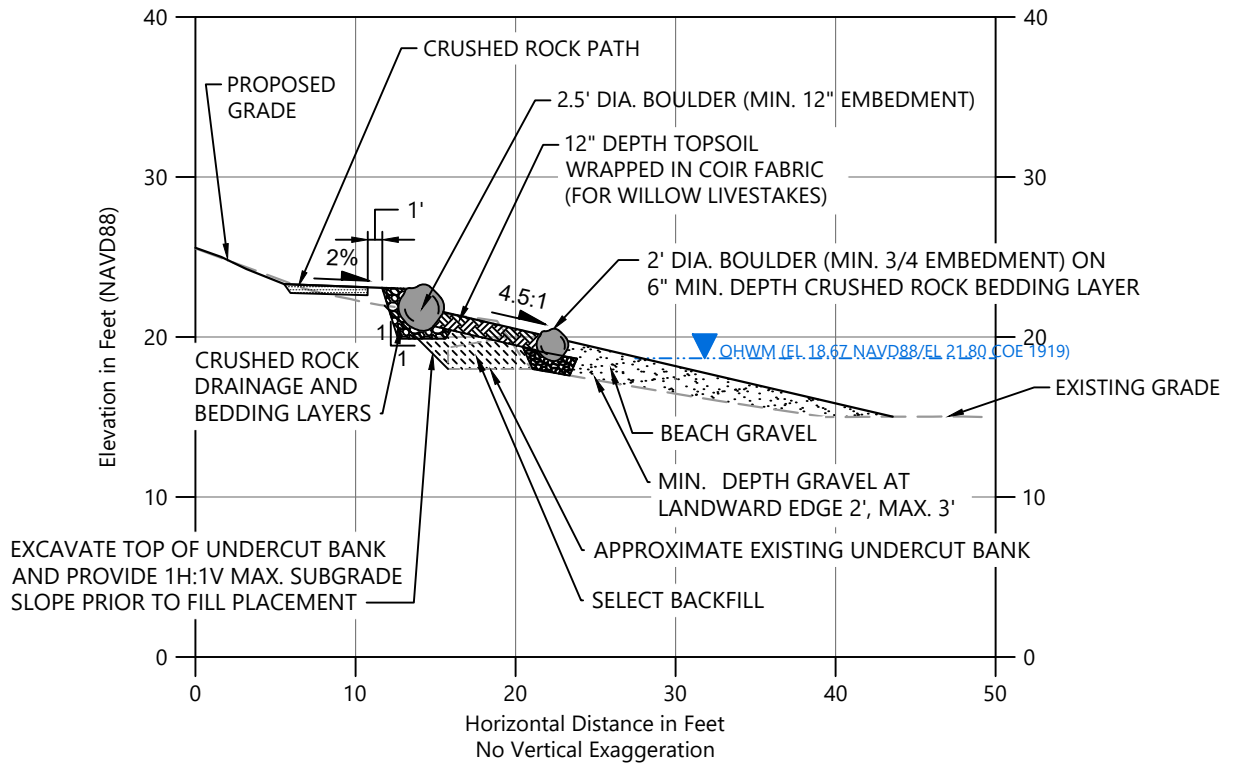
**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON



Apr 07, 2021 9:06am chawett



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 9



**GRADING SECTIONS (2 OF 3)**

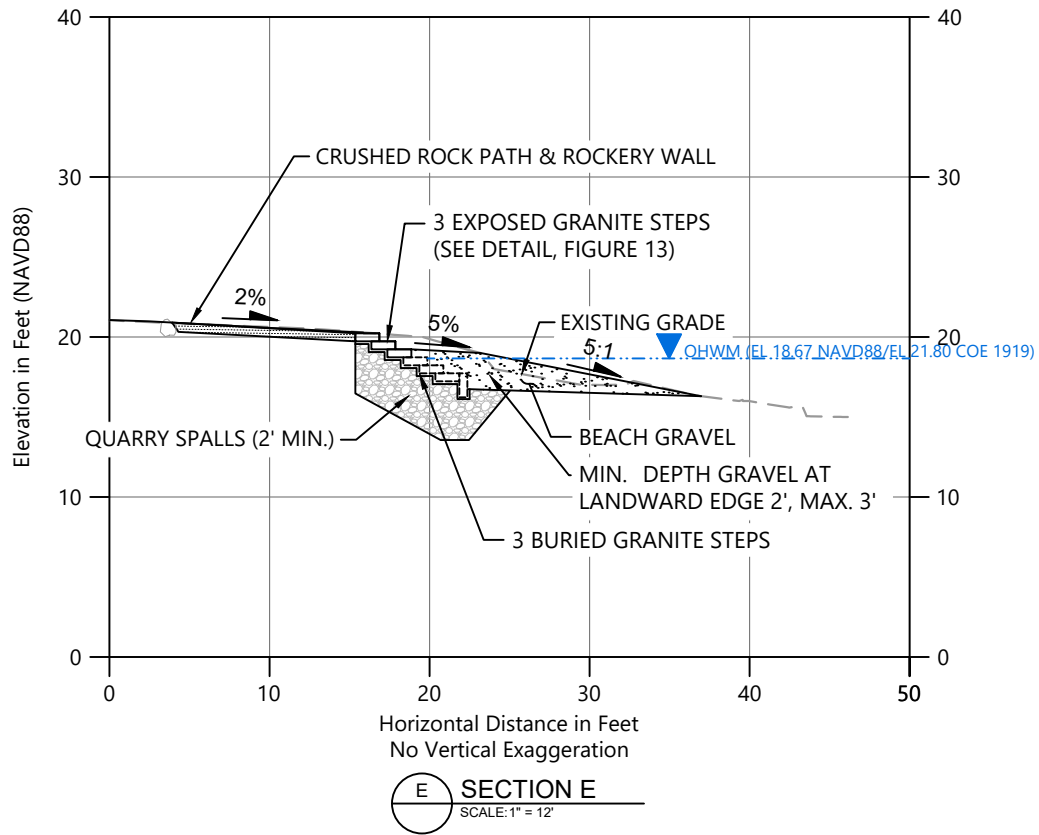
**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

<b>REFERENCE #:</b> N/A
<b>APPLICANT:</b> CITY OF MERCER ISLAND
<b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040
<b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND

<b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT
<b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR
<b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

<b>DATUM:</b> NAVD 88
<b>LATITUDE:</b> 47.591034 N
<b>LONGITUDE:</b> -122.224481 W
<b>S-T-R:</b> 6-25N-5E
<b>IN:</b> LAKE WASHINGTON
<b>NEAR/AT:</b> MERCER ISLAND
<b>COUNTY:</b> KING
<b>STATE:</b> WASHINGTON
<b>DATE:</b> APRIL 7 2021





K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 10

**SOURCE:** SURVEY FROM STANTEC,  
DATED OCTOBER 2013.  
**VERTICAL DATUM:** NORTH AMERICAN  
VERTICAL DATUM OF 1988.

**GRADING SECTIONS (3 OF 3)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND  
TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE  
RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** APRIL 7 2021



Apr 07, 2021 9:06am chawett

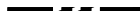
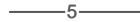
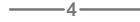




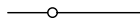








MATCHLINE, SEE FIGURE 12

LAKE WASHINGTON

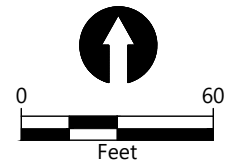
200' SHORELINE BUFFER

LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

LEGEND:

-  PROJECT LIMIT
-  POST-GRADING CONTOUR IN FEET (NAVD88)
-  POST-GRADING CONTOUR IN FEET (NAVD88)
-  PROPOSED OHWM (18.67' NAVD88)
-  SWALE FLOW LINE AND DIRECTION
-  CRUSHED ROCK PATH
-  BEACH GRAVEL
-  SPLIT RAIL FENCE
-  ROCKERY WALL
-  BOULDER
-  TOPSOIL (12" DEPTH)
-  WOOD CHIP MULCH
-  JUTE FABRIC
-  SURFACE MOUNTED BENCH ON 2' X 6' CONCRETE SLAB
-  FUTURE INTERPRETIVE SIGN LOCATION
-  LARGE WOODY DEBRIS

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.



**MATERIALS PLAN (1 OF 2)**

K:\Projects\1018-City of Mercer Island\Galkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-004 (Materials).dwg Figure 11

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

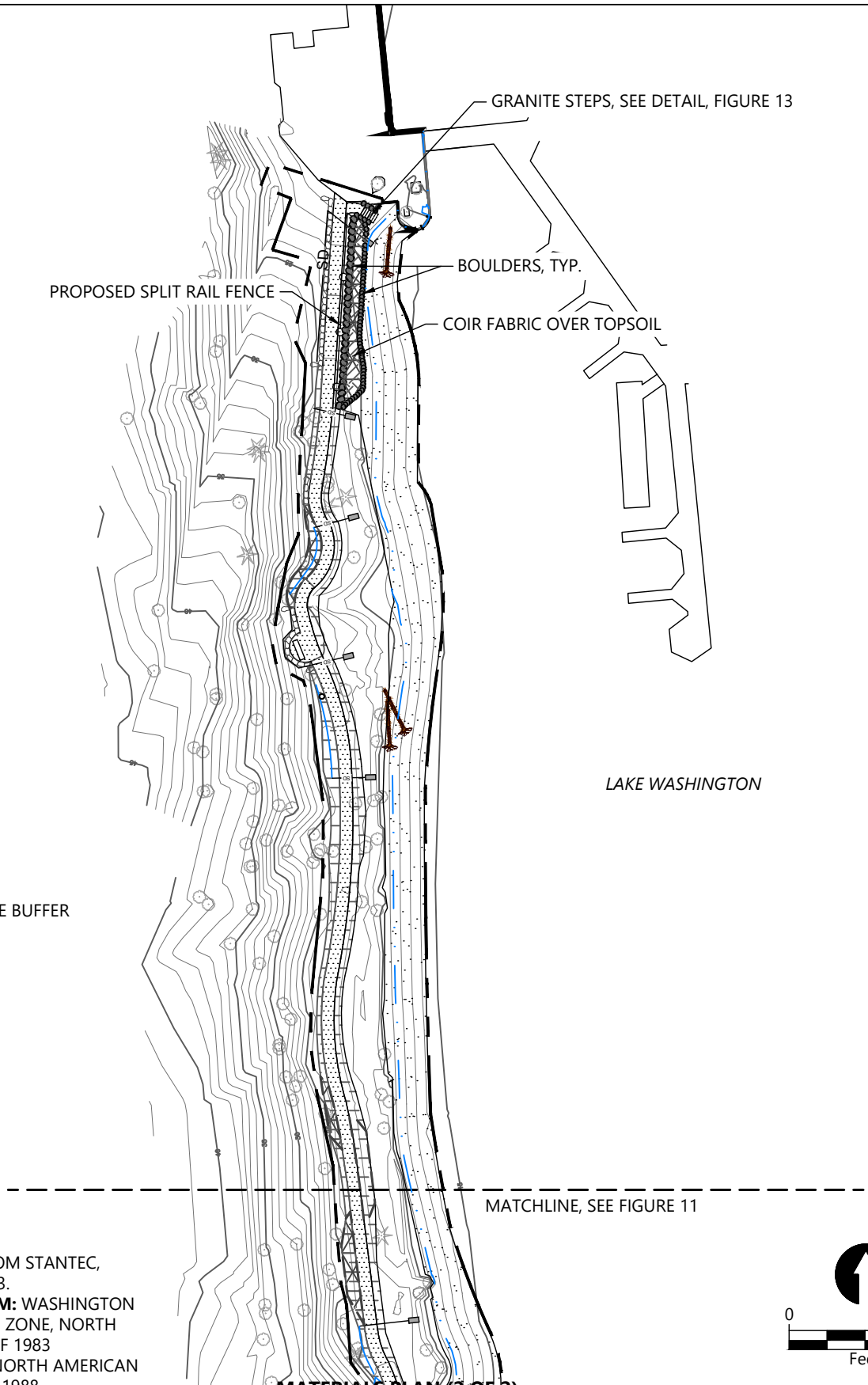
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** APRIL 7 2021  
**PAGE:** 11 OF 16



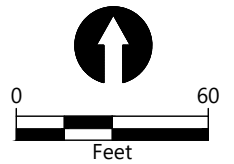
Apr 07, 2021 9:06am chawett

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-004 (Materials).dwg Figure 12

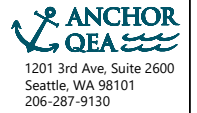


**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

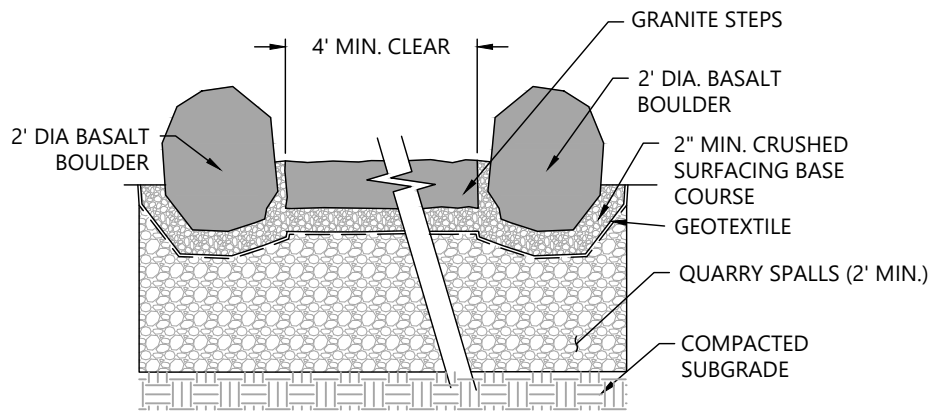
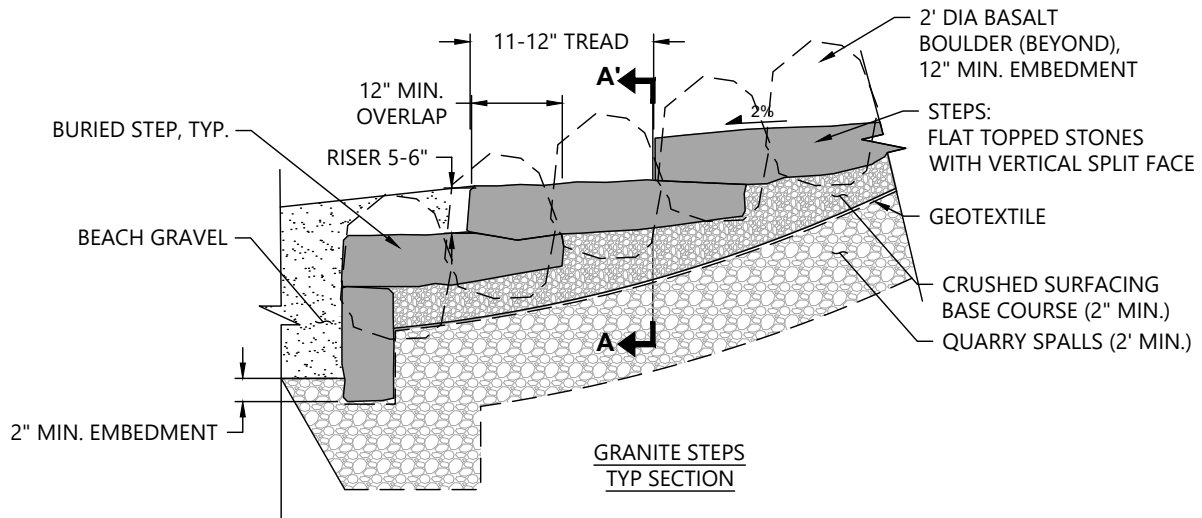
**MATERIALS PLAN (2 OF 2)**



<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> APRIL 7 2021</p>
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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-004 (Materials).dwg Figure 13



**MATERIALS DETAILS**

NOT TO SCALE

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

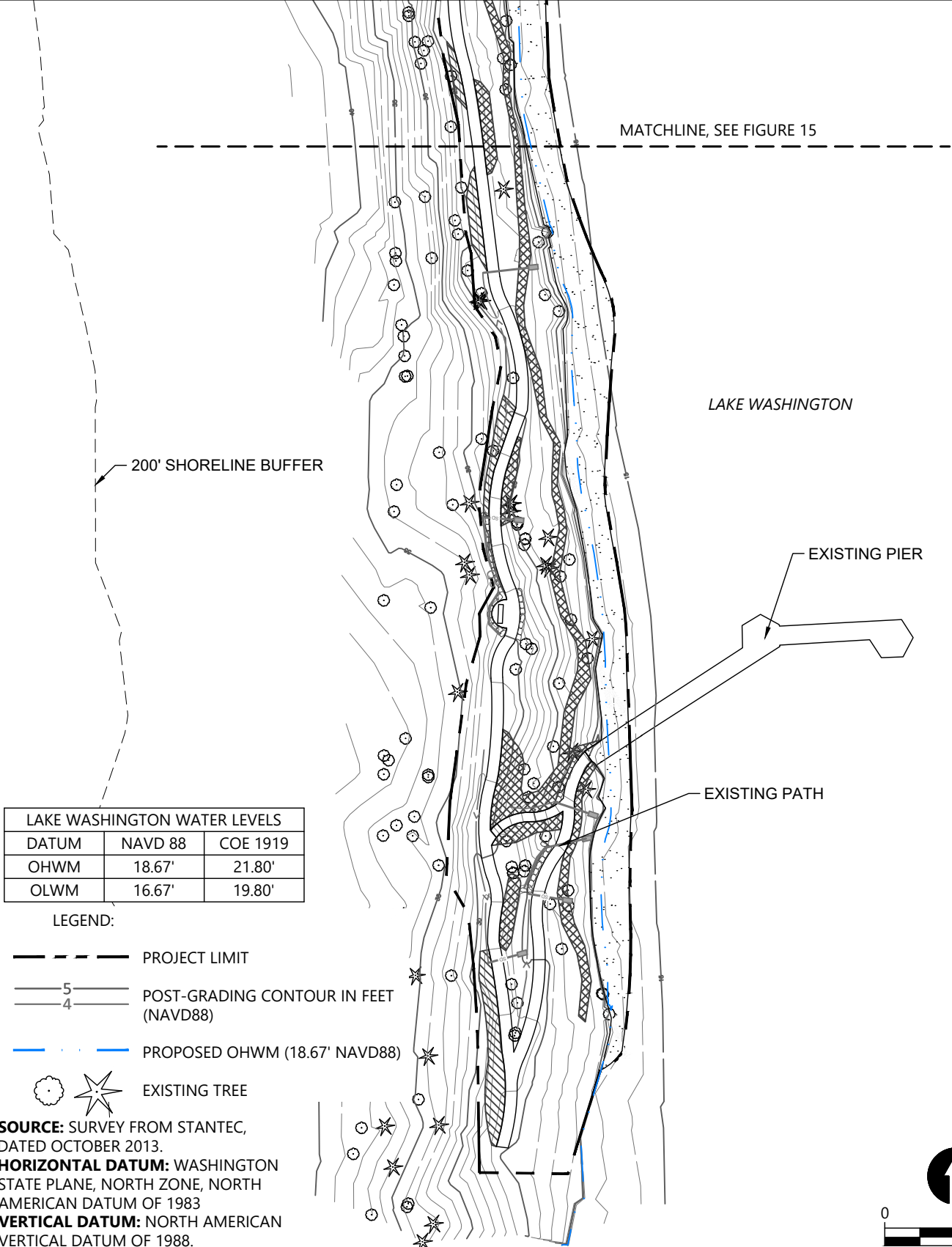
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**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** APRIL 7 2021

**ANCHOR QEA**  
 1201 3rd Ave, Suite 2600  
 Seattle, WA 98101  
 206-287-9130

**PAGE:** 13 OF 16

Apr 07, 2021 9:06am chawett

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-006 (Planting).dwg Figure 14

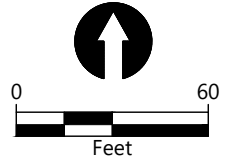


LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

LEGEND:

- PROJECT LIMIT
- POST-GRADING CONTOUR IN FEET (NAVD88)
- PROPOSED OHWM (18.67' NAVD88)
- EXISTING TREE

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** SEE FIGURE 16 FOR PLANT SCHEDULE.



**PLANTING PLAN (1 OF 2)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

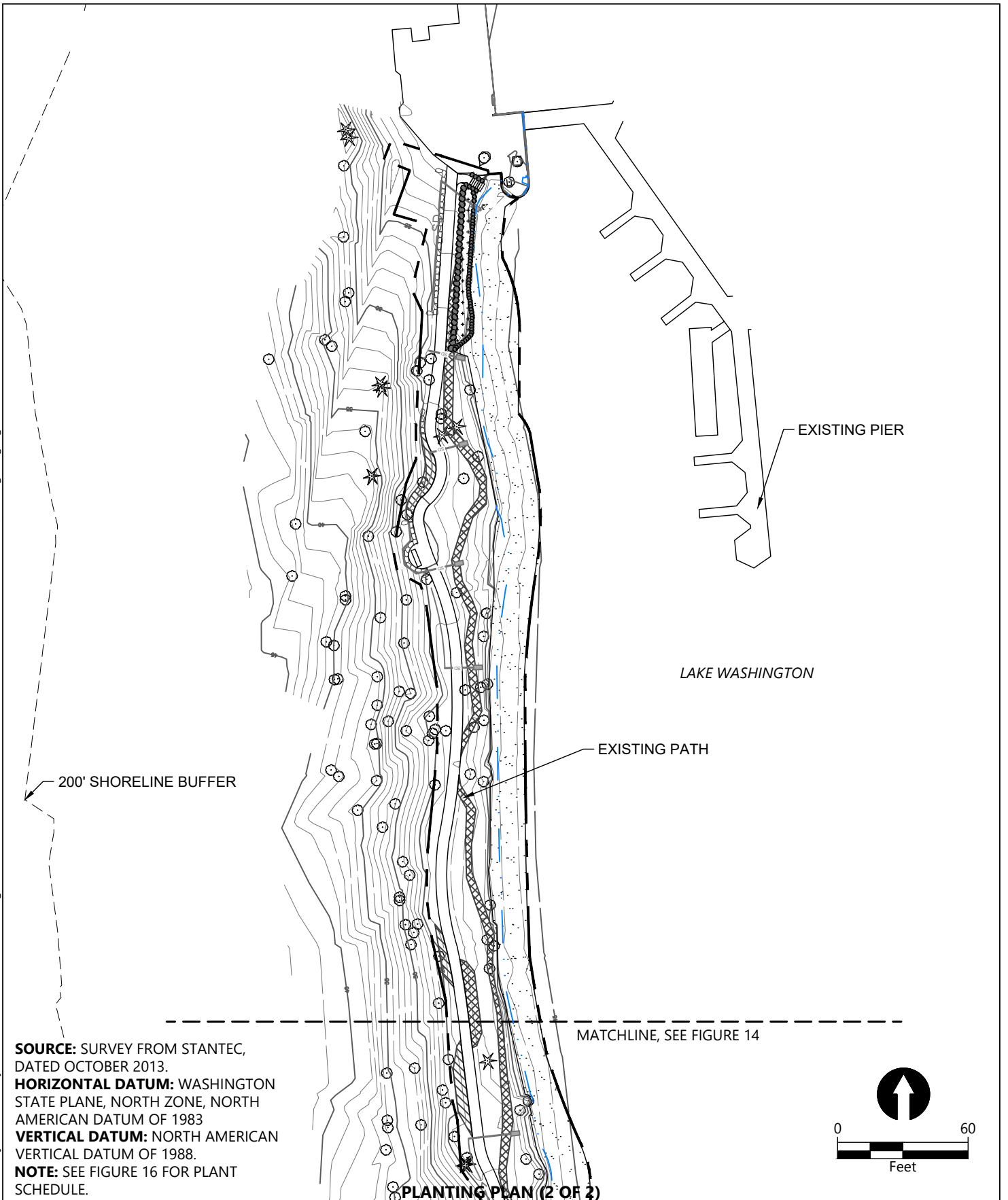
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** APRIL 7 2021



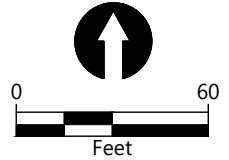
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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-006 (Planting).dwg Figure 15



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** SEE FIGURE 16 FOR PLANT SCHEDULE.

**PLANTING PLAN (2 OF 2)**



<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> APRIL 7 2021</p>
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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-006 (Planting).dwg Figure 16

PLANT SCHEDULE					
COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARKS	COUNT
<b>NATIVE RIPARIAN SHRUBS MEDIUM TO TALL AND TREES</b>					
Beaked Hazelnut	<i>Corylus cornuta</i>	2 Gal.	5' O.C.	Equal mix of plant species shall be used	20
Oceanspray	<i>Holodiscus discolor</i>	2 Gal.	5' O.C.		20
Salmonberry	<i>Rubus spectabilis</i>	2 Gal.	5' O.C.		20
Thimbleberry	<i>Rubus parviflorus</i>	2 Gal.	5' O.C.		20
Oregon grape	<i>Mahonia aquifolium</i>	2 Gal.	5' O.C.	Prickly species to be used in desire trail locations near access points	10
Dwarf Rose	<i>Rosa gymnocarpa</i>	2 Gal.	5' O.C.		10
Wood's rose	<i>Rosa woodsii</i>	2 Gal.	5' O.C.		10
Vine Maple	<i>Acer circinatum</i>	2 Gal.	5' O.C.	Equal mix of plant species shall be used	20
Douglas Fir	<i>Pseudotsuga menziesii</i>	2 Gal.	5' O.C.		20
Western Red Cedar	<i>Thuja plicata</i>	2 Gal.	5' O.C.		20
<b>NATIVE RIPARIAN SHRUBS LOW</b>					
Salal	<i>Gaultheria shallon</i>	1 Gal.	3' O.C.	Equal mix of plant species shall be used	30
Low Oregon grape	<i>Mahonia nervosa</i>	1 Gal.	3' O.C.		30
Swordfern	<i>Polystichum munitum</i>	1 Gal.	3' O.C.		30
Snowberry	<i>Symphoricarpus albus</i>	1 Gal.	3' O.C.		30
Evergreen huckleberry	<i>Vaccinium ovatum</i>	1 Gal.	3' O.C.		30
<b>WILLOWS</b>					
Hooker Willow	<i>Salix hookeriana</i>	1" Dia. x 30" Long Livestake	2' O.C.	Equal mix of plant species shall be used	40
Scouler Willow	<i>Salix scouleriana</i>	1" Dia. x 30" Long Livestake	2' O.C.		40
Redosier Dogwood	<i>Cornus stolonifera</i>	1" Dia. x 30" Long Livestake	2' O.C.		40
<b>EXISTING TREES</b>					



**PLANT SCHEDULE**

<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88 <b>LATITUDE:</b> 47.591034 N <b>LONGITUDE:</b> -122.224481 W <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON <b>NEAR/AT:</b> MERCER ISLAND <b>COUNTY:</b> KING <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> APRIL 7 2021</p>
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Apr 07, 2021 9:06am chewett





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: \_\_\_\_\_



# HYDRAULIC PROJECT APPROVAL

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

Issued Date: August 01, 2022  
Project End Date: July 31, 2027

Permit Number: 2022-4-479+01  
FPA/Public Notice Number: N/A  
Application ID: 28195

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
City of Mercer Island ATTENTION: Paul West 2040 84th Avenue SE Mercer Island, WA 98040	Anchor QEA, LLC ATTENTION: Joshua Jensen 1201 3rd Avenue, Ste 2600 Seattle, WA 98101

**Project Name:** Luther Burbank Park South Shoreline and Trail Restoration Project

**Project Description:** The Project includes two main components: upland trail decommissioning of the existing 725-linear-foot south shoreline trail and upslope trail relocation to rebuild an approximately 800-linear-foot, 5 foot-wide, accessible, crushed rock surfaced pedestrian trail; and in water shoreline restoration and erosion repair and installation of small granite step segment to improve access to the water. The shoreline restoration and erosion repair work includes placing a 785-linear-foot layer of habitat gravel and intermittent large woody debris (LWD) along the shoreline of the entire Project area to improve nearshore habitat function and address ongoing erosion. Existing in-water LWD will remain in-place. Habitat gravel will consist of naturally rounded material that complies with WDFW grain size criteria for Lake Washington. Gravel depth is a maximum of 2- to 3 foot thickness on landward side, tapering to zero on the waterward toe of placement. The cross sectional width of the gravel placement varies from 10 to 20 feet extending waterward from the OHWM. The Project also includes invasive plant removal and selective tree removal, as well as planting along the existing south shoreline trail footprint, to improve the existing riparian buffer. The planting area will be irrigated and maintained per the park maintenance plan to establish and support species growth.

## PROVISIONS

1. This STANDARD Hydraulic Project Approval (HPA) is issued for a pedestrian trail realignment soft shoreline protection, and shoreline enhancement at Luther Burbank Park in Lake Washington, including:

- A) Installation of a new, relocated pedestrian trail, including:
  - i. Installation of approximately 800 linear feet of a 5 foot-wide, crushed rock surfaced pedestrian trail;
  - ii. Felling trees from the trail path, to be retained and placed along the shoreline and in the nearshore area of the project site to the extent practicable;
  - iii. Removal of existing steps, a concrete pad, bench, and concrete pavers from the existing trail;
  - iv. Installation of approximately 70-linear feet of split rail fence, to be placed landward of the Ordinary High Water Line (OHWL);
- AND;
- v. Installation of approximately 200 cubic yards of topsoil, gravel, and wood chips in the new trail alignment area;
  
- B) Installation of a new granite staircase for shore access, including:
  - i. Excavation of approximately 1 cubic yard of material from the site of the new stairs;
  - ii. Installation of six (6) granite steps, including three (3) steps located waterward of the OHWL;
- AND;
- iii. Placement of approximately 4 cubic yards of 2 foot-diameter rounded boulders to line the border of the new stairs;



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## C) Soft shoreline protection, including:

- i. Placement of approximately 450 cubic yards of clean, rounded habitat gravel waterward of the OHWL in an approximately 785 linear foot section of the nearshore area;
  - ii. Placement of at least seven (7) pieces of large wood waterward of the OHWL in the nearshore area, with each piece to be at least 18-inches in diameter, and at least 20 feet in length;
- AND;
- iii. Placement of boulders below the OHWL, including:
    - a. Placement of up to 80 linear feet, approximately 40 boulders, to be located south of the steps at the waterward edge of the willow planting area;
    - b. Placement of up to 75 linear feet, approximately 30 boulders, to be located at the upland edge of the willow planting area;

## D) Riparian enhancement, including:

- i. Removal of non-native vegetation from the riparian buffer;
  - ii. Removal of angular rock from the nearshore area, to be retained on site and installed above the OHWL;
- AND;
- iii. Installation of native plantings in the riparian buffer, to include:
    - a. 40 native trees;
    - b. 250 native woody shrubs;
    - c. 30 native herbaceous plants;
    - d. 120 live stakes.
    - e. Approximately 17 percent of the native plantings are to be located within 10 feet of OHWL.

NOTE: This project occurs within a documented sockeye spawning area of Lake Washington.

NOTE: This project occurs within Lake Washington, which is known to support fish species including chinook, coho, sockeye, kokanee, steelhead, and bull trout.

## TIMING - PLANS - INVASIVE SPECIES CONTROL

2. TIMING LIMITATION: You may begin the project immediately and you must complete the project by July 31, 2027, provided all work below the OHWM occur only between July 16th and September 30 of a given year.

3. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "South Shoreline JARPA\_20201223.pdf", received on April 18, 2022, and all documents and communications submitted to the APPS project file, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

4. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

## NOTIFICATION REQUIREMENTS

5. PRE- AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date



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Olympia, WA 98504-3234  
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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.

6. 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.

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

## STAGING, JOB SITE ACCESS, AND EQUIPMENT

8. Establish staging areas (used for 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.

9. Use existing roadways or travel paths.

10. Clearly mark boundaries to establish the limit of work associated with site access and construction.

11. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.

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

13. Limit the number of trees removed to the minimum amount needed to establish the new trail path. Retain all trees for reuse at the project site, and to the extent practicable, place the large woody material along the shoreline and in the nearshore area of the project site.

14. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.

15. 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.

16. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

17. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

## CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

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

19. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

20. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

21. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.

22. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-



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laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

23. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

24. Deposit all trash from the project at an appropriate upland disposal location.

## CONSTRUCTION MATERIALS

25. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

26. Do not stockpile construction material waterward of the ordinary high water line.

27. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).

28. Do not use wood treated with oil-type preservatives (creosote, pentachlorophenol) in any hydraulic project. You may use wood treated with waterborne preservatives (ACZA, ACQ) provided the wood is approved by the Western Wood Preservers Institute for use in the aquatic environment. Any use of treated wood in the aquatic environment must follow guidelines and best management practices available at [www.wwpinstitute.org](http://www.wwpinstitute.org).

## 29. LAKESHORE ENHANCEMENT

30. Install 450 cubic yards of spawning gravel in the nearshore area. Nourishment gravels must be clean, well-rounded, and placed extending 20 feet waterward from the OHWL. The spawning gravel specification (2-inch minus) is 100% less than 2 inches, 85% less than 1 inch, and greater than 40% between 0.25 and 0.75 inch.

31. The length of the bank nourishment must not exceed 785 feet.

## 32. LARGE WOODY MATERIAL

33. This permit authorizes installation, placement, and repositioning of large woody material, procured on site and/or brought to site in accordance with the details and specifications of the uploaded plans and application materials.

34. When placing, repositioning, or removing large woody material, station equipment on the bank.

35. Use fir, cedar, or other coniferous species to construct the log and rootwad fish habitat structures.

36. Do not drag large woody material. Suspend large woody material during placement, repositioning, or removal so it does not damage the bed or banks. A yarding corridor or full suspension is required to protect riparian zone vegetation. Full suspension can be achieved with hand-operated or heavy equipment or aerial log yarding towers.

## 37. RIPARIAN ENHANCEMENT

38. Replant the job site with the plant species composition and planting densities approved by the Washington Department of Fish and Wildlife. Per the approved plan set entitled, "South Shoreline JARPA\_20201223.pdf," submitted April 18, 2022, at least forty (40) native trees (defined as having the potential to reach 40 feet in height or greater), two hundred fifty (250) native woody shrubs (defined as having the potential to reach 4 feet in height or greater), thirty (30) native herbaceous plants, and one hundred twenty (120) live stakes must be planted at the project site. Tree species may include Douglas Fir (*Pseudotsuga menziesii*) and Western Red Cedar (*Thuja plicata*). Woody shrub species may include Beaked Hazelnut (*Corylus cornuta*), Oceanspray (*Holodiscus discolor*), Salmonberry (*Rubus spectabilis*), Thimbleberry (*Rubus parviflorus*), Oregon grape (*Mahonia aquifolium*), Dwarf Rose (*Rosa gymnocarpa*), Wood's rose (*Rosa woodsia*), Vine Maple (*Acer circinatum*), Salal (*Gaultheria shallon*), Low Oregon grape (*Mahonia nervosa*), Snowberry (*Symphoricarpos albus*), and Evergreen huckleberry (*Vaccinium ovatum*). Herbaceous plant species may include Sword Fern (*Polystichum munitum*). Live stake species may include Hooker Willow (*Salix hookeriana*), Scouler Willow (*Salix scouleriana*), and Red-Osier Dogwood (*Cornus stolonifera*).

39. Complete plantings during the appropriate season (fall or spring for potted stock, winter for bare-root seedlings, fall



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through spring for whips and cuttings) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

### DEMOBILIZATION AND CLEANUP

- 40. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
- 41. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.
- 42. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
- 43. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:		Site Name: Luther Burbank Park 2040 84th Avenue SE, Mercer Island, WA 98040				
WORK START:		August 1, 2022		WORK END:		July 31, 2027
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
08 - Cedar - Sammamish		Lake Washington			Ship Canal	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
SW 1/4	06	24 N	05 E	47.589955	-122.223474	King
<u>Location #1 Driving Directions</u>						
From Seattle: Take I-90 east across the Lacey V. Murrow floating bridge, then take exit 7A for 77th Avenue SE. In 0.3 miles, turn left onto 77th Avenue SE, then turn right onto North Mercer Way. In 0.2 mile, turn left onto 81st Avenue SE, then turn right onto SE 24th Street. In 0.2 mile, turn left onto 84th Avenue SE and park in the North Lot of Luther Burbank Park.						

## APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.



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

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

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

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

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

## APPEALS INFORMATION



## HYDRAULIC PROJECT APPROVAL

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

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

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

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

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

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

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Habitat Biologist      Julian.Douglas@dfw.wa.gov  
Julian Douglas          206-584-9808

A handwritten signature in black ink that reads "Julian Douglas".

for Director  
WDFW

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US Army Corps  
of Engineers ®  
Seattle District

# NATIONWIDE PERMIT 18

## Terms and Conditions



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

- 
- A. Description of Authorized Activities
  - B. U.S. Army Corps of Engineers (Corps) National General Conditions for All Final 41 NWP's
  - 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
- 

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

18. Minor Discharges. Minor discharges of dredged or fill material into all waters of the United States, provided the activity meets all of the following criteria:

- (a) The quantity of discharged dredged or fill material and the volume of area excavated do not exceed 25 cubic yards below the plane of the ordinary high water mark or the high tide line;
- (b) The discharge of dredged or fill material will not cause the loss of more than 1/10-acre of waters of the United States; and
- (c) The discharge of dredged or fill material is not placed for the purpose of a stream diversion.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the discharge of dredged or fill material or the volume of area excavated exceeds 10 cubic yards below the plane of the ordinary high water mark or the high tide line, or (2) the discharge of dredged or fill material is in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

### B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL 2021 NWP's - 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 NWP's, or who is currently relying on an existing or prior permit authorization under one or more NWP's, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at

the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

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

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

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

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

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

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

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

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

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

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

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

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

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

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

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse

effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

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

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

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

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

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of

damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

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

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

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

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

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

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

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

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph

(e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

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

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

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

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

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

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



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

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

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

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

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

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

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

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

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management

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

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

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

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

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

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

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

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(Transferee)

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(Date)

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

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

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

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

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

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

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

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

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

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

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

(2) Location of the proposed activity;

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

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

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

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

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

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

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

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be

affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

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

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

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

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

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

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

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

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

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

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

Drawings must be submitted with pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the United States will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

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

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

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

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

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

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

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

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

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

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

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

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

Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the U.S. Army Corps of Engineers (see NWP general condition 32).

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

### **RGC 7, Stream Loss**

A PCN is required for all activities that result in the loss of any linear feet of streams.

### **RGC 8, Construction Boundaries**

Permittees must clearly mark all construction area boundaries within waters of the United States before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

### **RGC 9, ESA Reporting to NMFS**

For any nationwide permit that may affect threatened or endangered species; Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries, National Marine Fisheries Service (NMFS) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NMFS, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by the NMFS to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP: 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 Water Quality Certification** for this NWP provided that individual WQC review is not required per the state general conditions (see above).

**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): General and Specific 401 Conditions**

EPA Region 10 has determined that any discharge authorized by this NWP will comply with water quality requirements, as defined at 40 CFR 121.1(n), subject to the following conditions pursuant to Section 401(d).

**EPA General Conditions:**

**EPA General Condition 1 – Compliance with Stormwater Pollution Prevention and the National Pollutant Discharge Elimination System Permit Provisions**

For land disturbances during construction that disturb one or more acres of land, or 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 must obtain and implement Construction Stormwater General Permit requirements,<sup>1</sup> including:

- a. The permittee must develop an appropriate Stormwater Pollution Prevention Plan (SWPPP)<sup>2</sup>;

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<sup>1</sup> See <https://www.epa.gov/npdes/2017-construction-general-permit-cgp>

<sup>2</sup> <https://www.epa.gov/npdes/developing-stormwater-pollution-prevention-plan-swppp>

- and
- b. Following construction, prevention or treatment of ongoing stormwater runoff from impervious surfaces that includes soil infiltration must be implemented.

#### **EPA General Condition 2 – Projects or Activities Discharging to Impaired Waters**

Projects or activities are not authorized under the NWP's if the project will involve point source discharges into an active channel of a water of the U.S. identified as a section 303(d) or TMDL listed impaired waterbody 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. The current lists of 303(d) and TMDL listed waterbodies are available on EPA Region 10's web site at:

<https://www.epa.gov/tmdl/impaired-waters-and-tmdls-region-10>.

#### **EPA General Condition 3 – Notice to EPA**

All applicants must provide notice to EPA Region 10 prior to commencing construction to 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 water quality certification. Where the Corps requires a PCN for the applicable NWP, the applicant should also provide the PCN to Region 10. EPA Region 10 will provide written notification to the applicant if the proposed project will violate the water quality certification of the NWP.

#### **EPA General Condition 4 – Unsuitable Materials**

The applicant shall not cause a point source discharge of toxic chemical components (e.g., copper, arsenic, zinc, creosote, chromium, chloride, fluoride, pentachlorophenol) into waters of the United States during installation or removal of structures, unless the structures meet the following conditions:

- a. Wood preservatives and their application must be in compliance with EPA label requirements and criteria of approved EPA Registration Documents under the Federal Insecticide, Fungicide, and Rodenticide Act;
- b. Discharges of chemically treated wood products must follow the Western Wood Preservatives Institute (WWPI) guidelines and best management practices to minimize the preservative migrating from treated wood into the aquatic environment;
- c. For new or replacement wood structures installed into waters of the United States, the wood must 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 are encouraged and include untreated wood, steel (painted, unpainted or coated with epoxy petroleum compound or plastic), concrete and plastic lumber; and
- d. All removal of chemically treated wood products (including pilings) must follow the most recent "EPA Region 10 Best Management Practices for Piling Removal and Placement in Washington State."

#### **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.

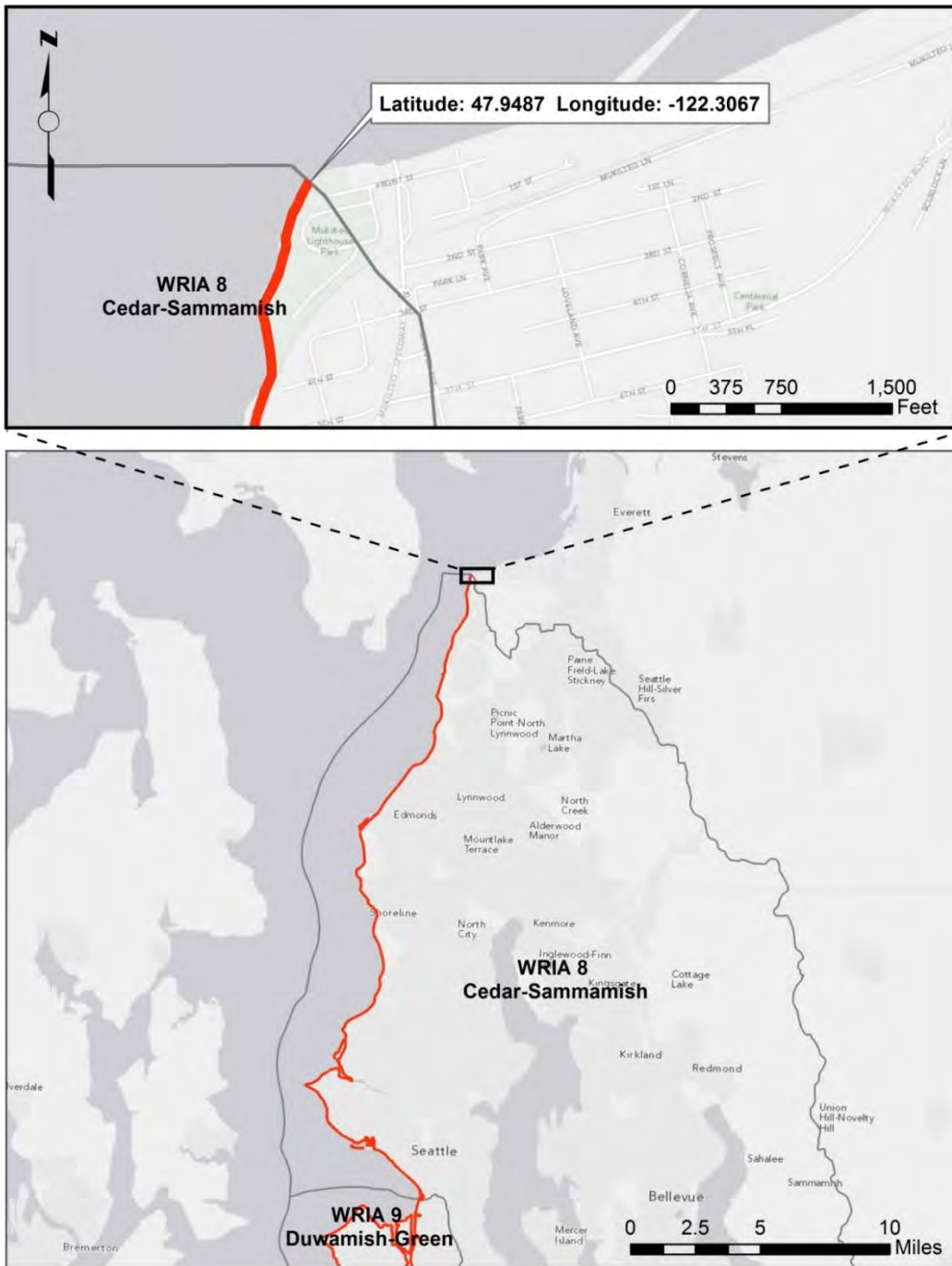
#### **F. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY RESPONSE FOR THIS NWP:**

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

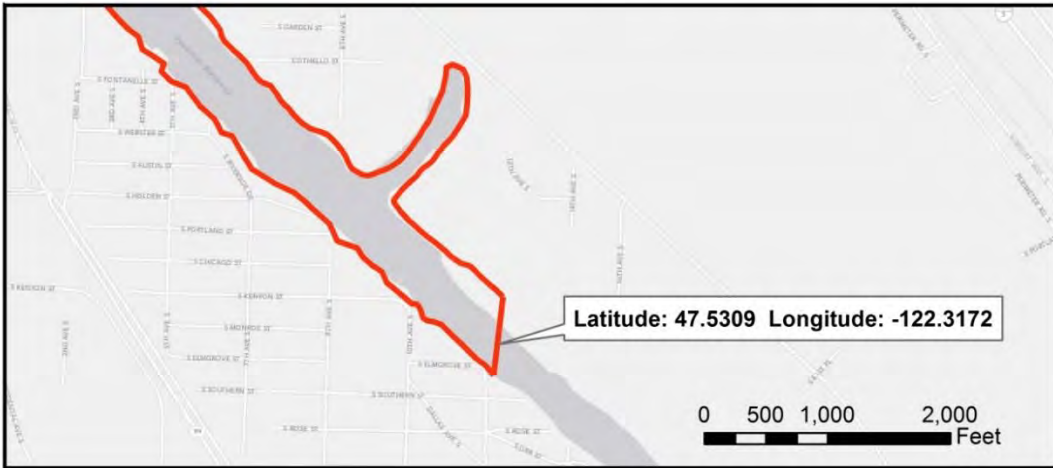
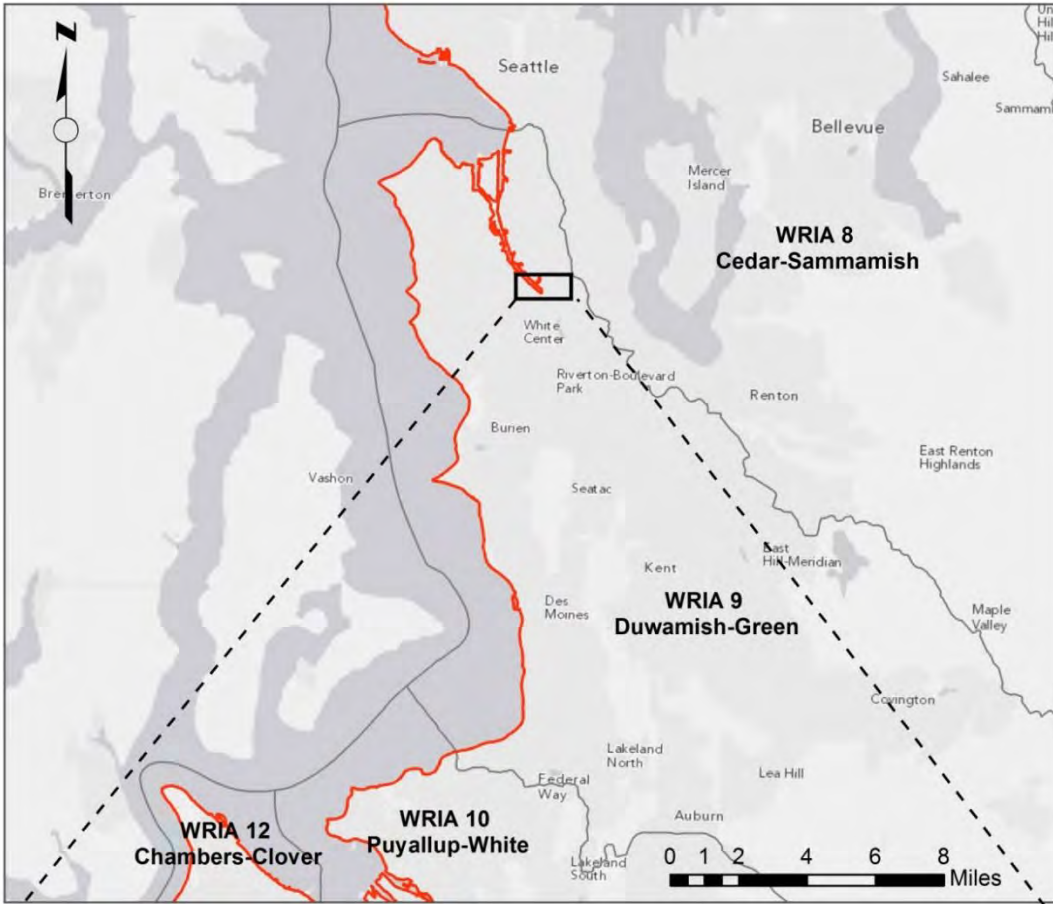
Seattle District Regional General Conditions - Figures

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

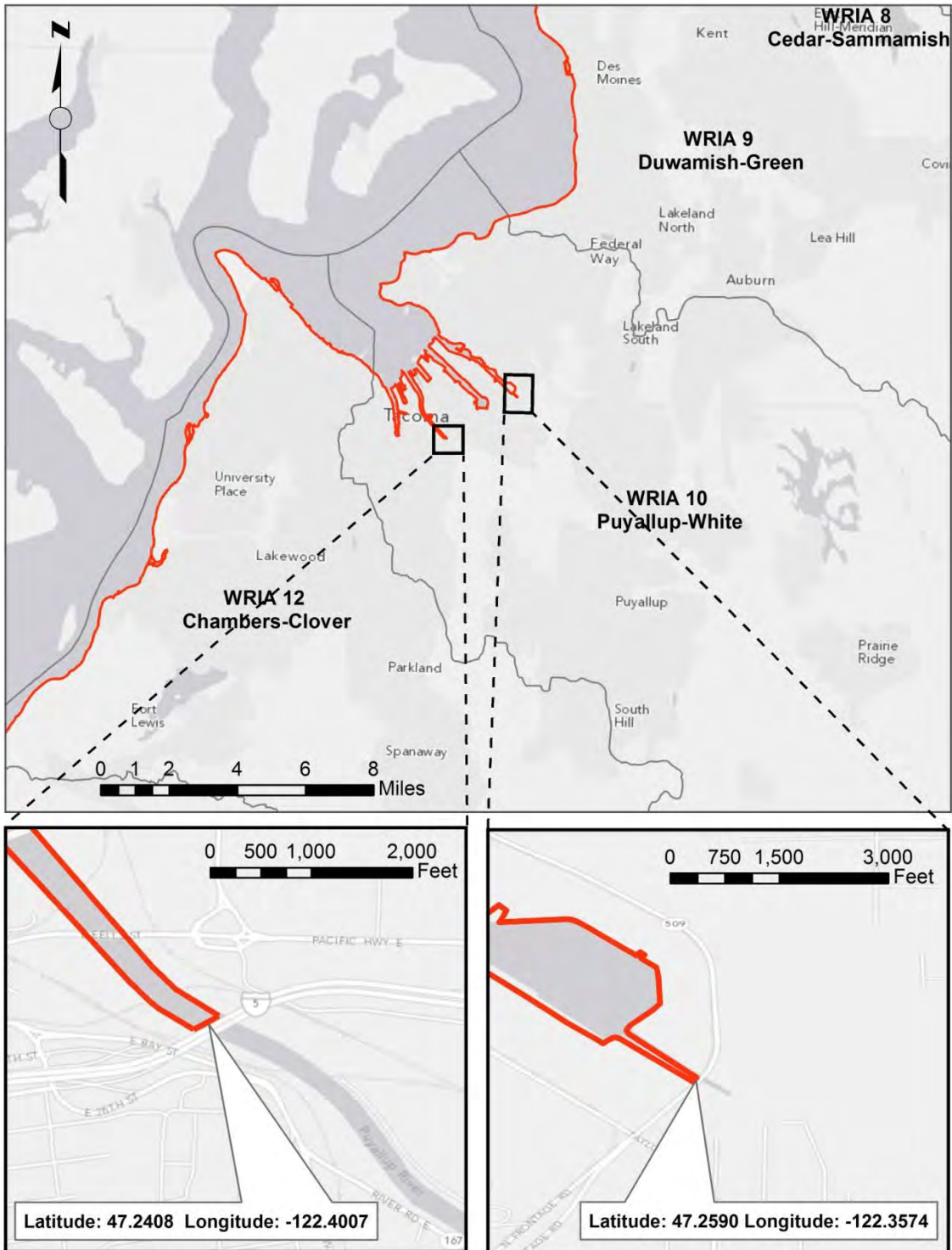
a. WRIA 8



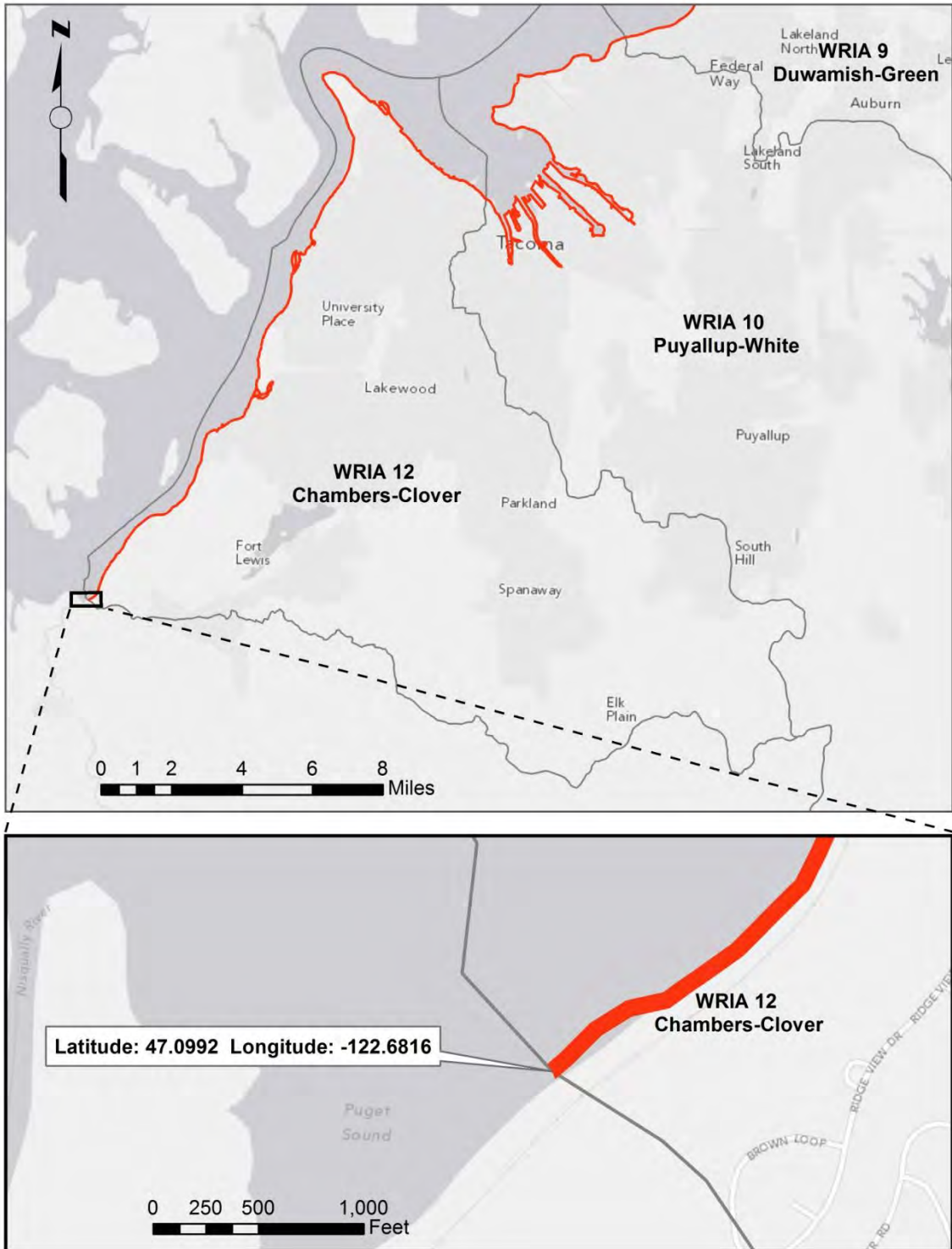
b. WRIA 9



c. WRIA 10



d. WRIA 12



e. WRIA 11

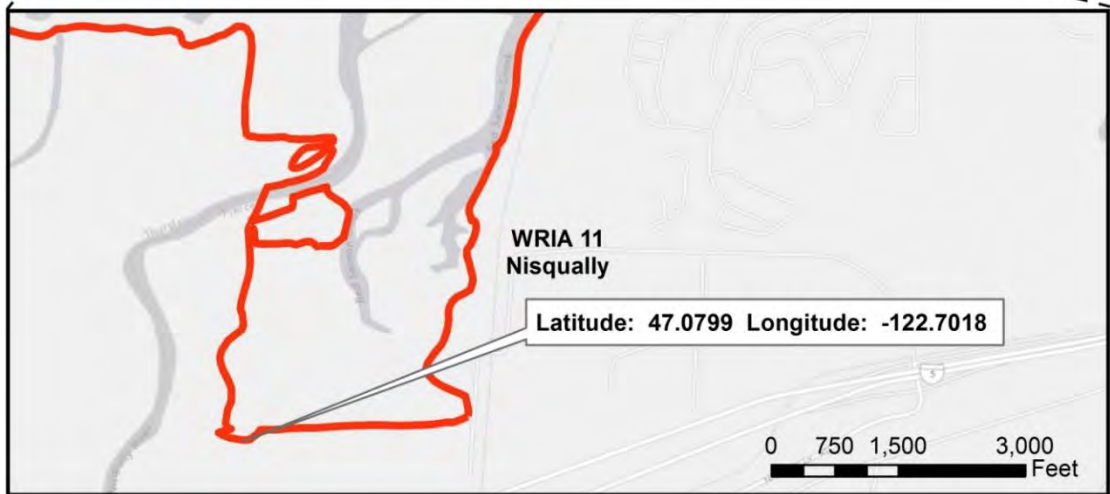
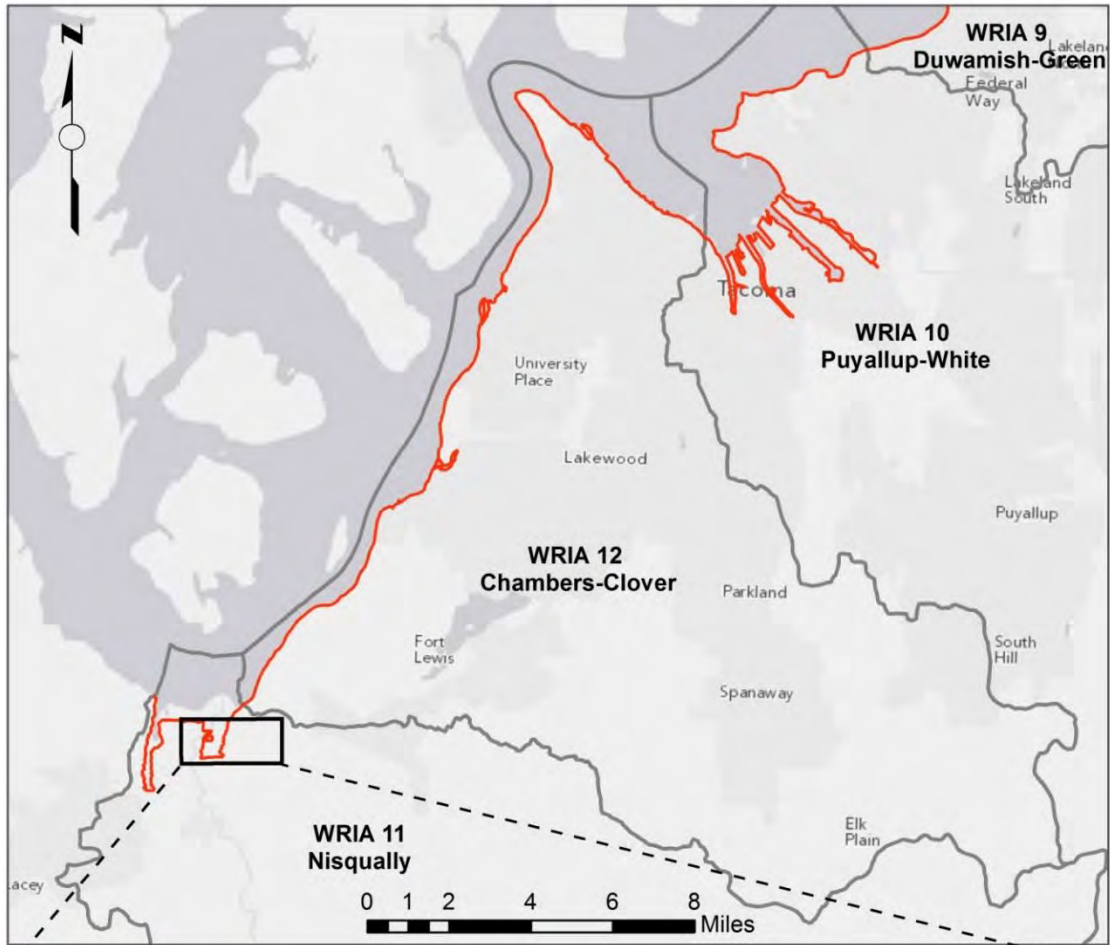
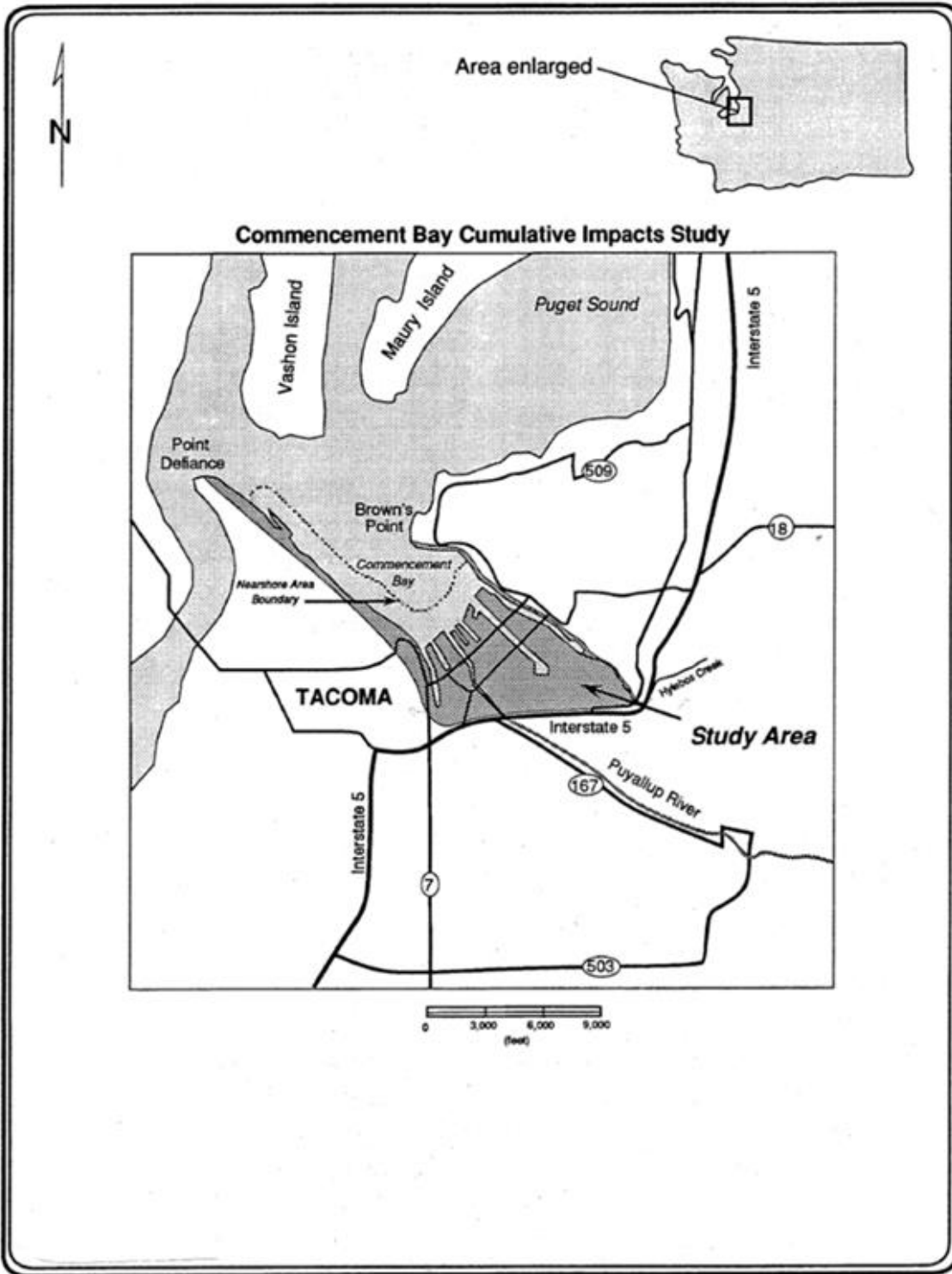




Figure 2. RGC 4 - Commencement Bay Study Area





US Army Corps  
of Engineers ®  
Seattle District

# NATIONWIDE PERMIT 27

## Terms and Conditions



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

- 
- A. Description of Authorized Activities
  - B. U.S. Army Corps of Engineers (Corps) National General Conditions for All Final 41 NWP's
  - 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
- 

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

### A. DESCRIPTION OF AUTHORIZED ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Transferee)

\_\_\_\_\_  
(Date)

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

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

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

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

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

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

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

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

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

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

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

(2) Location of the proposed activity;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the U.S. Army Corps of Engineers (see NWP general condition 32).

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

### **RGC 7, Stream Loss**

A PCN is required for all activities that result in the loss of any linear feet of streams.

### **RGC 8, Construction Boundaries**

Permittees must clearly mark all construction area boundaries within waters of the United States before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees



should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

### **RGC 9, ESA Reporting to NMFS**

For any nationwide permit that may affect threatened or endangered species;

Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries, National Marine Fisheries Service (NMFS) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NMFS, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by the NMFS to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

### **D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP:**

NWP 27 Specific Regional Conditions:

1. A pre-construction notification (PCN) must be submitted to the district engineer (see NWP general condition 32) for any proposed project located in a Department of the Army permit compensatory mitigation site, Comprehensive Environmental Response, Compensation and Liability Act (Superfund) site, Resource Conservation and Recovery Act hazardous waste clean-up site, Washington State Department of Ecology compensatory mitigation site, or Washington State Model Toxics Control Act clean-up site.
2. For projects subject to PCN, if there is a loss of waters of the U.S. the project proponent must explain in the PCN why the loss is necessary. The project proponent must also demonstrate how despite the loss of waters the overall project would result in a net increase in aquatic/ecological functions .
3. The PCN must contain a description of pre-project site conditions including presence of wetlands (including photographs) and aquatic/ecological functions the site provides within the watershed.
4. For projects that would result in a loss of waters of the U.S., the project proponent must include maintenance and monitoring plans with the PCN.
5. Restoration projects involving shellfish seeding must use shellfish native to the watershed.

E. 401 WATER QUALITY CERTIFICATION: Depending on the geographic region of the work authorized by this verification, the appropriate 401 certifying authority has made the following determinations:

**Washington Department of Ecology (Ecology) (Projects in all areas except as described for the other certifying agencies listed below): General and Specific WQC Conditions**

#### **A. State General Conditions for all Nationwide Permits**

In addition to all of the U.S. Army Corps of Engineers' (Corps) national and Seattle District's regional permit conditions, the following state general Water Quality Certification (WQC) conditions **apply to all NWPs whether granted or granted with conditions** in Washington where Ecology is the certifying authority.

Due to the lack of site specific information on the discharge types, quantities, and specific locations, as well as the condition of receiving waters and the quantity of waters (including wetlands) that may be lost,

Ecology may need to review the project if one of the following state general conditions is triggered.

This case-by-case review may be required, and additional information regarding the project and associated discharges may be needed, to verify that the proposed project would comply with state water quality requirements and if an individual WQC is required or if the project meets this programmatic WQC.

1. **In-water construction activities.** Ecology WQC review is required for projects or activities authorized under NWP's where the project proponent has indicated on the Joint Aquatic Resource Permit Application (JARPA) question 9e that the project or activity will not meet State water quality standards, or has provided information indicating that the project or activity will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC).

Note: In-water activities include any activity within a jurisdictional wetland and/or waters.

2. **Projects or Activities Discharging to Impaired Waters.** Ecology WQC review is required for projects or activities that will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter to determine if the project meets this programmatic WQC or will require individual WQC.

To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. **Aquatic resources requiring special protection.** Certain aquatic resources are unique and difficult-to-replace components of the aquatic environment in Washington. Activities that would affect these resources must be avoided to the greatest extent practicable. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings.

Ecology WQC review is required for projects or activities in areas identified below to determine if the project meets this programmatic WQC or will require individual WQC.

- a. Activities in or affecting the following aquatic resources:
  - i. Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):
    - Estuarine wetlands.
    - Wetlands of High Conservation Value.
    - Bogs.
    - Old-growth forested wetlands and mature forested wetlands.
    - Wetlands in coastal lagoons.
    - Wetlands in dunal systems along the Washington coast.
    - Vernal pools.
    - Alkali wetlands.
  - ii. Fens, aspen-dominated wetlands, camas prairie wetlands.
  - iii. Category I wetlands.
  - iv. Category II wetlands with a habitat score  $\geq 8$  points.
- b. Activities in or resulting in a loss of eelgrass (*Zostera marina*) beds.

This state general condition does not apply to the following NWP's:  
NWP 20 – Response Operations for Oil and Hazardous Substances  
NWP 32 – Completed Enforcement Actions  
NWP 48 – Commercial Shellfish Mariculture Activities

4. **Loss of More than 300 Linear Feet of Streambed.** For any project that results in the loss of more than 300 linear feet of streambed Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
5. **Temporary Fills.** For any project or activity with temporary fill in wetlands or other waters for more than six months Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
6. **Mitigation.** Project proponents are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology WQC review or an individual WQC with unavoidable impacts to aquatic resources, a mitigation plan must be provided.
  - a. Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at a minimum, include the following:
    - i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
    - ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).
    - iii. The rationale for the mitigation site that was selected.
    - iv. The goals and objectives of the compensatory mitigation project.
    - v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.
    - vi. How it will be maintained and monitored to assess progress toward goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
    - vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans.

Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approaches such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the

appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

- b. Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

**7. Stormwater Pollution Prevention.** All projects involving land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters.

- a. For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.
- b. Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permit information are available on Ecology's website.

**8. Application.** For projects or activities that will require Ecology WQC review, or an individual WQC, project proponents must provide Ecology with a JARPA or the equivalent information, along with the documentation provided to the Corps, as described in national general condition 32, Pre-Construction Notification (PCN), including, where applicable:

- a. A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project discharge(s) would cause, best management practices (BMPs), and proposed means to monitor the discharge(s).
- b. List of all federal, state or local agency authorizations required to be used for any part of the proposed project or any related activity.
- c. Drawings indicating the OHWM, delineation of special aquatic sites, and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland Rating forms are subject to review and verification by Ecology staff.

Guidance for determining the OHWM is available on Ecology's website.

- d. A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See state general condition 5.
- e. Other applicable requirements of Corps NWP general condition 32, Corps regional conditions, or notification conditions of the applicable NWP.

Ecology **grants with conditions Water Quality Certification (WQC)** for this NWP provided that Ecology individual WQC review is not required per the state general conditions (see above) and the following conditions:

**Ecology Section 401 Water Quality Certification – Granted with conditions.**

- 1. Ecology WQC review is required if the project or activity is in a known contaminated or cleanup site to determine if an individual WQC is required or the project meets the programmatic WQC for this NWP.

2. Ecology individual WQC is required for projects or activities authorized under this NWP if:
  - a. The project or activity directly impacts ½ acre or more of tidal waters; or
  - b. The project or activity affects ½ acre or more of wetlands; or
  - c. The project or activity is a mitigation bank or an advance mitigation site.

**Environmental Protection Agency (EPA) (on Tribal Lands where Tribes Do Not Have Treatment in a Similar Manner as a State and Lands with Exclusive Federal Jurisdiction in Washington):  
Federally recognized tribes located within the state of Washington**

EPA Region 10 cannot certify that the range of discharges from potential projects authorized under this NWP will comply with water quality requirements, as defined in 40 CFR 121.1(n). Therefore, CWA Section 401 water quality certification is denied for this NWP and applicants must request an individual water quality certification, consistent with 40 CFR 121.5.

**Lands of Exclusive Federal Jurisdiction**

EPA Region 10 cannot certify that the range of discharges from potential projects authorized under this NWP will comply with water quality requirements, as defined in 40 CFR 121.1(n). Therefore, CWA Section 401 water quality certification is denied for this NWP and applicants must request an individual water quality certification, consistent with 40 CFR 121.5.

**Specific Tribes with Certifying Authority (Projects in Specific Tribal Areas):**

WQC was issued by the Swinomish Indian Tribal Community. WQC was waived by the Confederated Tribes of the Chehalis Reservation and Colville Indian Reservation, Kalispel Tribe of Indians, Port Gamble S'Klallam Tribe, Quinault Indian Nation, and the Spokane Tribe of Indians. WQC was denied by the Lummi Nation, Makah Tribe, Puyallup Tribe of Indians, and the Tulalip Tribes; therefore, individual WQC is required from these tribes.

**F. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY RESPONSE FOR THIS NWP:**

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

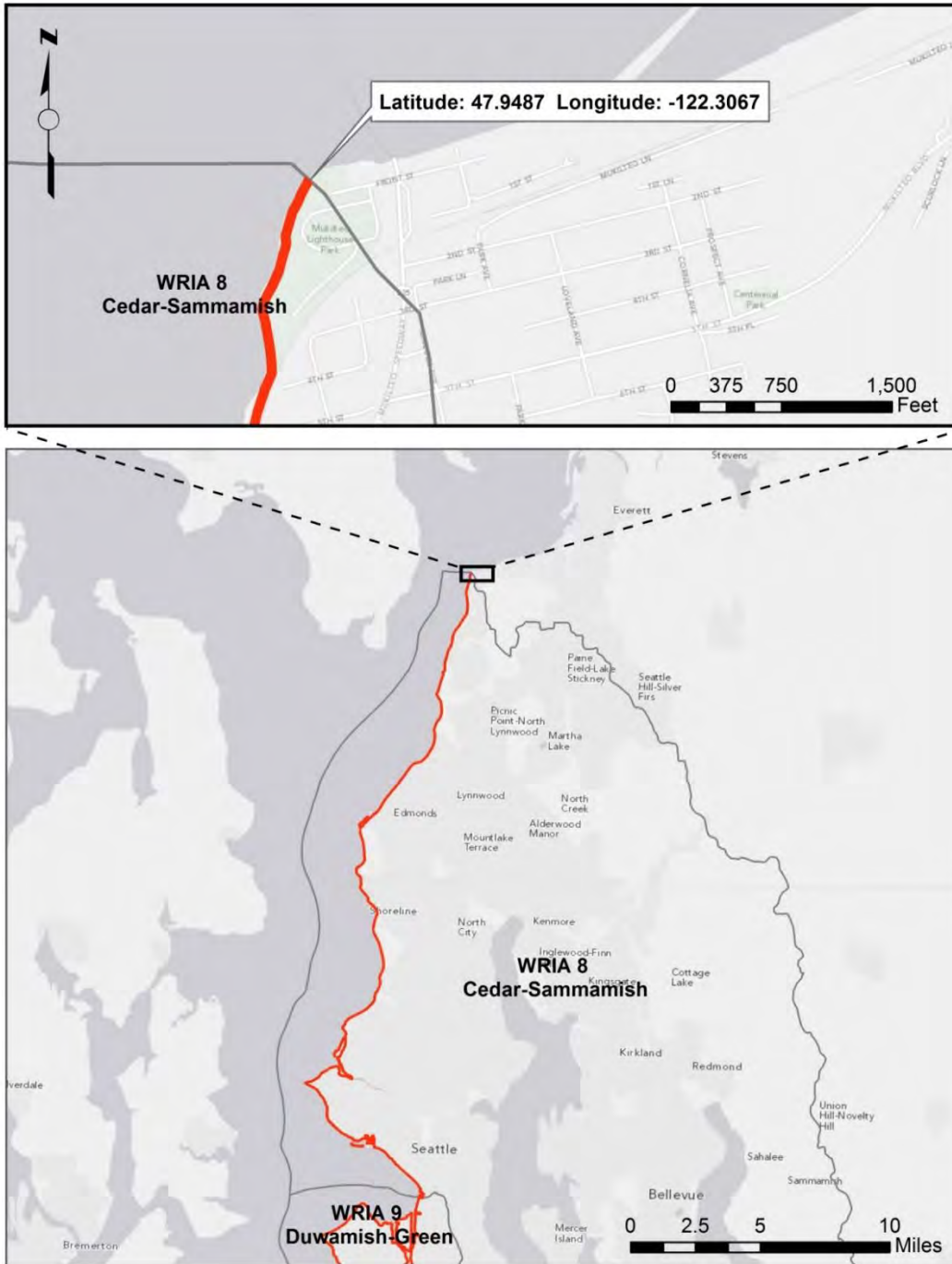
**CZM Federal Consistency Response – Concur with Conditions.**

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

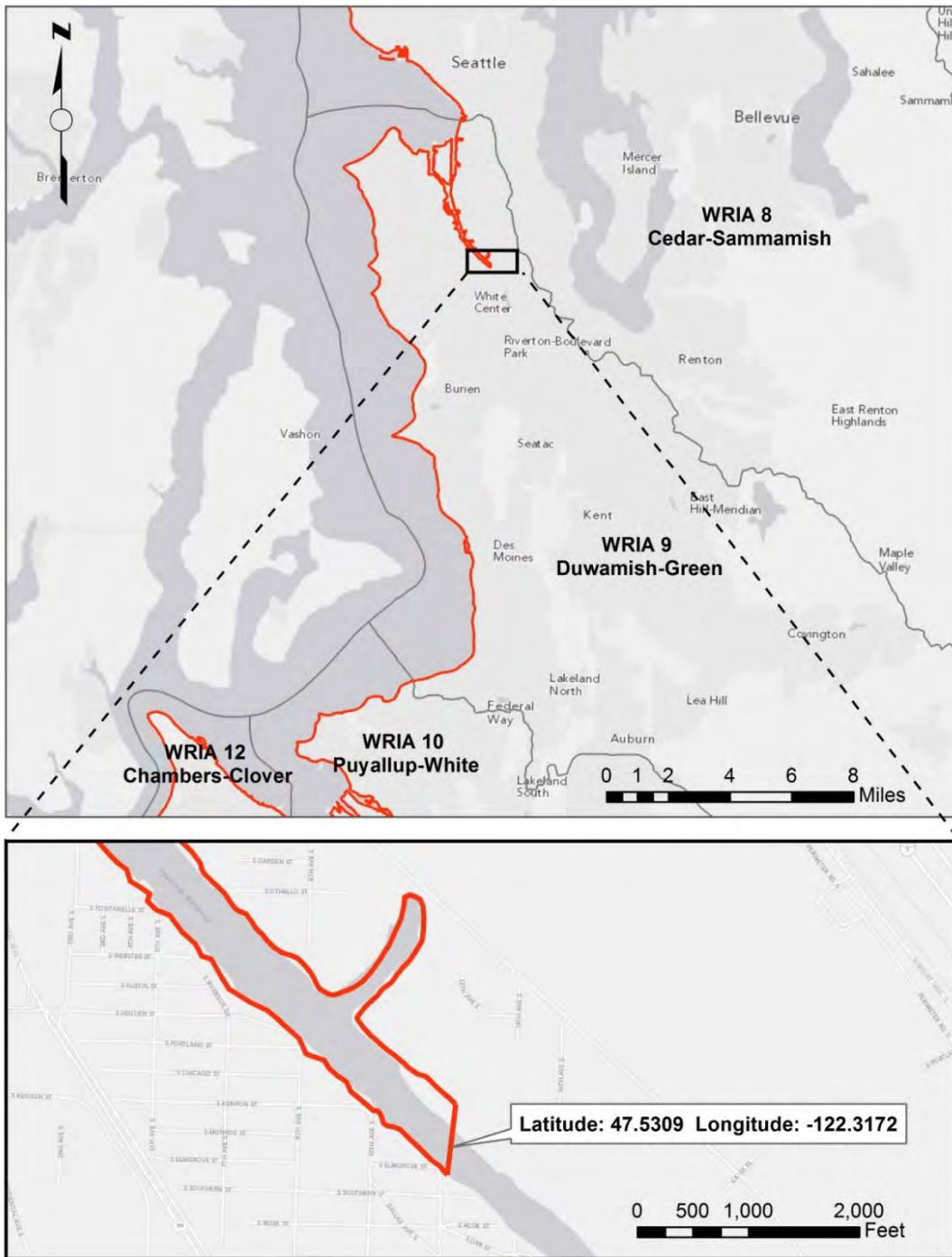
Seattle District Regional General Conditions - Figures

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

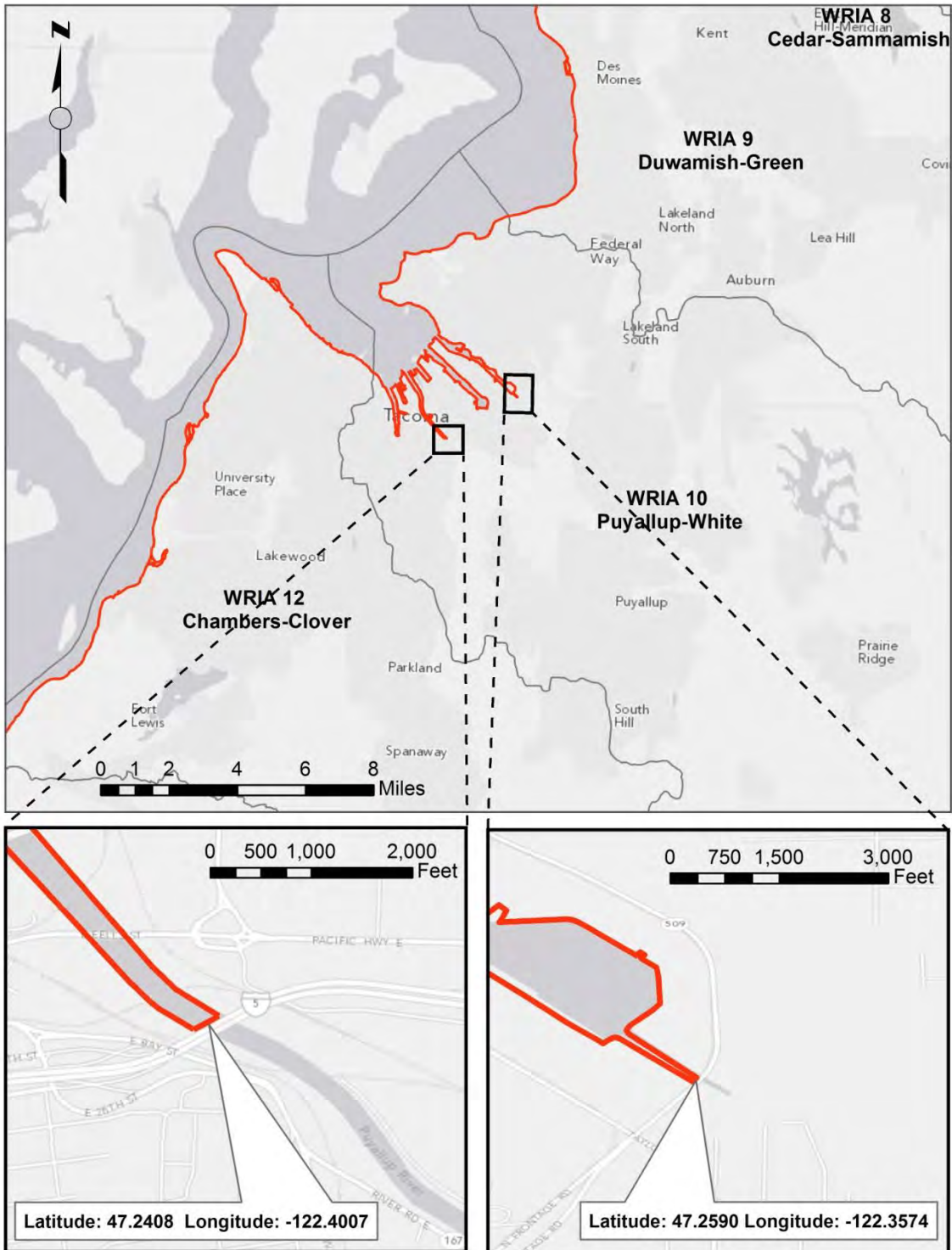
a. WRIA 8



b. WRIA 9

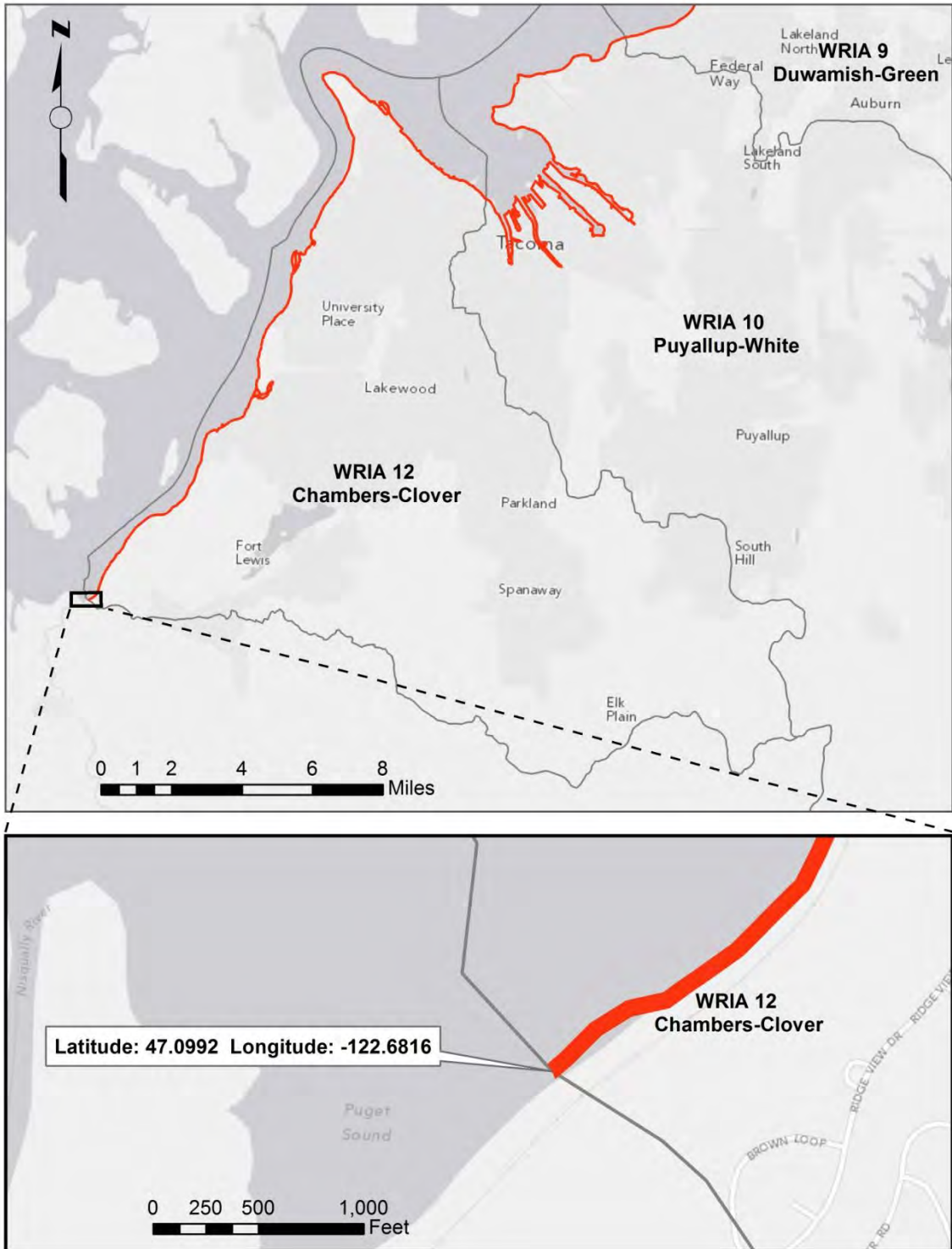


c. WRIA 10





d. WRIA 12



e. WRIA 11

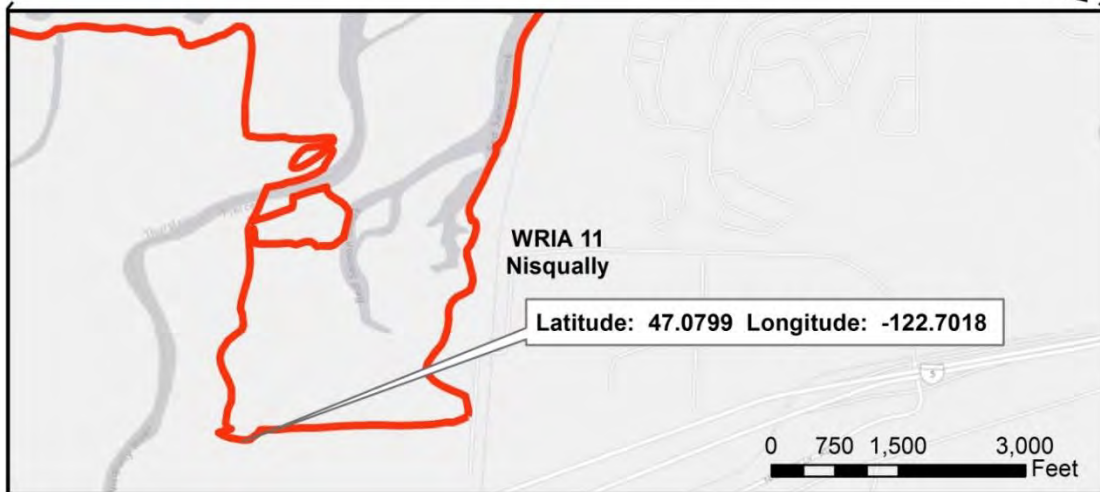
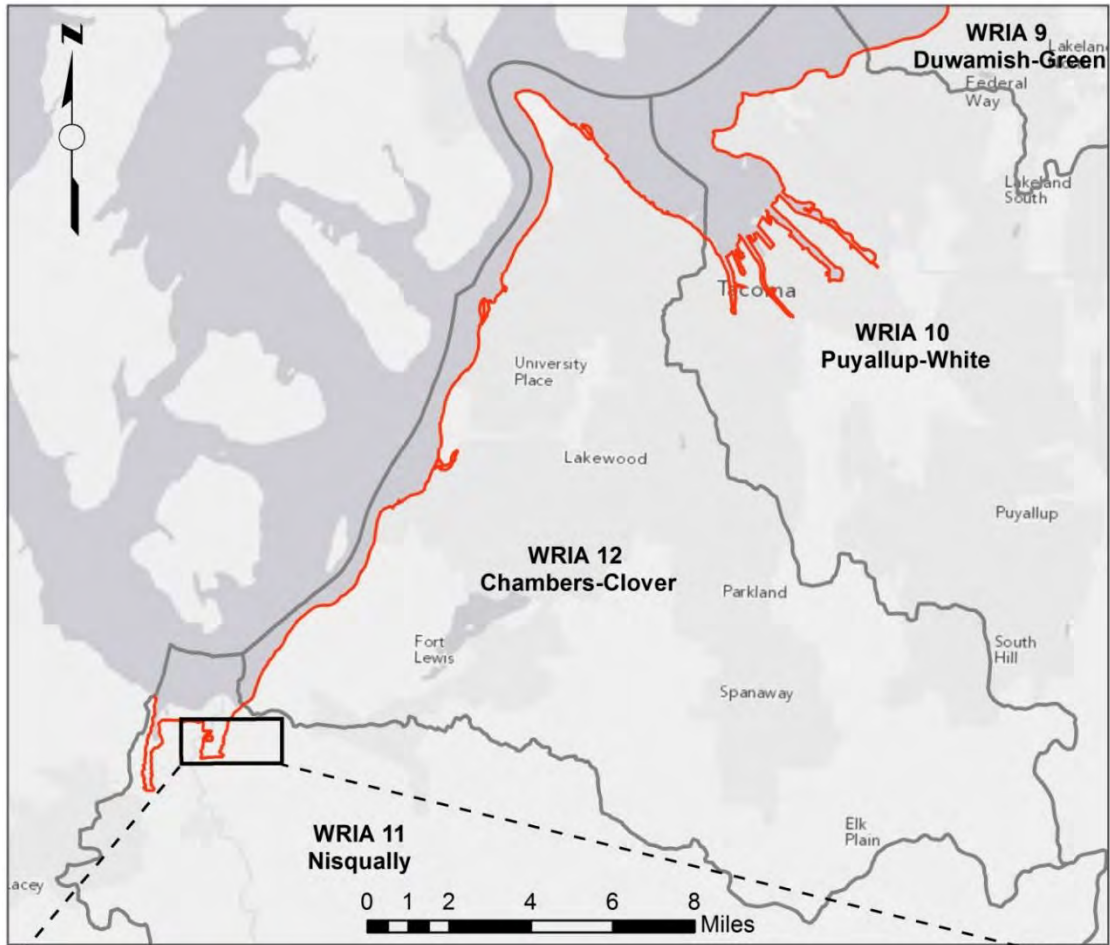
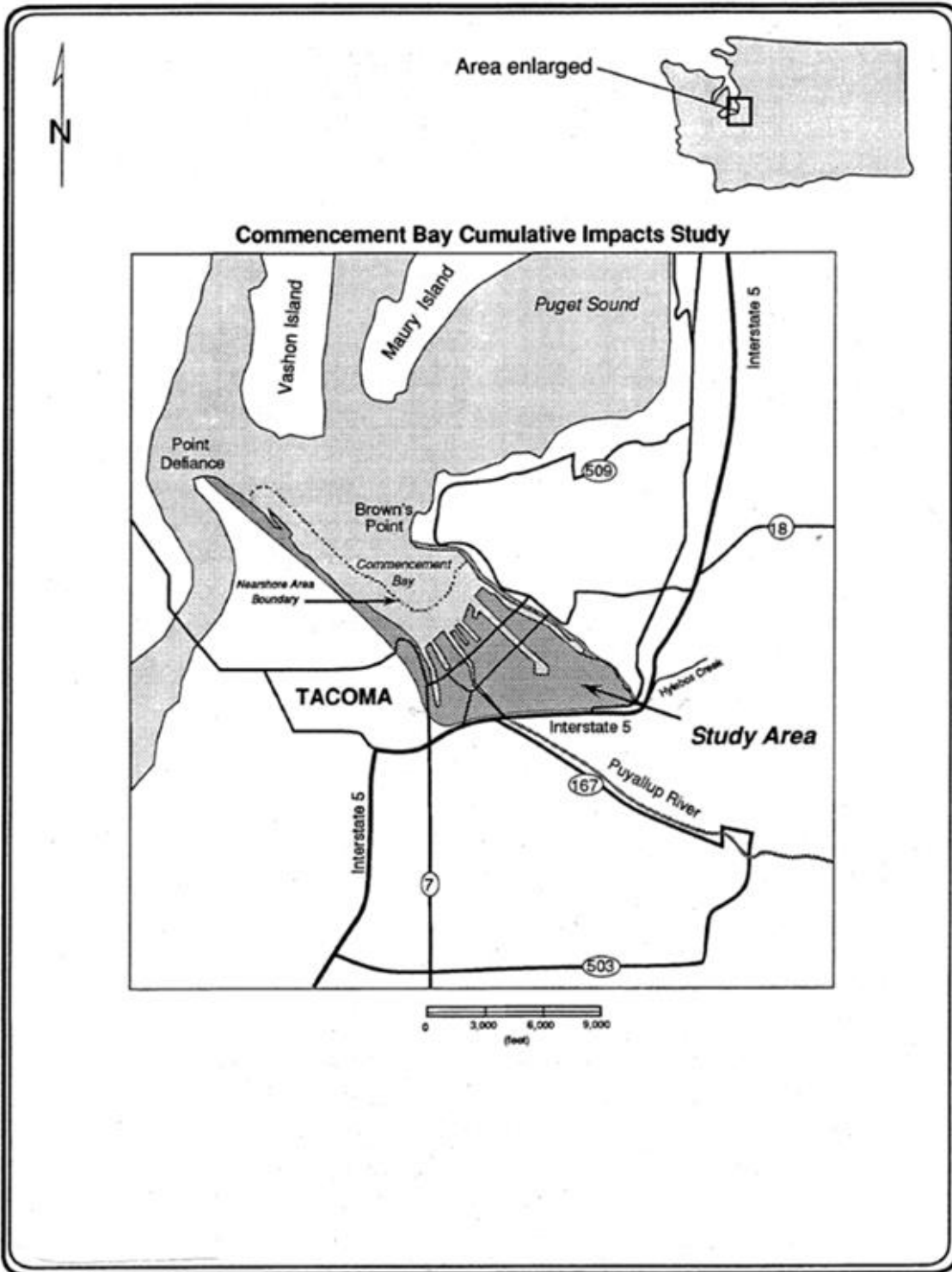


Figure 2. RGC 4 - Commencement Bay Study Area





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

March 7, 2022

Mr. Paul West  
City of Mercer Island  
2040 84th Avenue Southeast  
Mercer Island, Washington 98040

Reference: NWS-2021-118  
Mercer Island, City of  
(Shoreline Restoration)

Dear Mr. West:

We have reviewed your application to perform habitat enhancement activities to 785 linear feet of shoreline by placing 450 cubic yards of spawning gravel and 7 pieces of large woody debris below the ordinary high water mark (OHWM), and to provide recreational beach access by placing fill below the OHWM to construct granite steps in Lake Washington at Mercer Island, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 27, *Aquatic Habitat Restoration, Enhancement, and Establishment Activities* and NWP 18, *Minor Discharges* (Federal Register December 27, 2021 Vol. 86, No. 245), authorize your proposal as depicted on the enclosed drawings dated April 7, 2021.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 27 & 18, Terms and Conditions* and the following special conditions:

a. In order to meet the requirements of the Endangered Species Act (ESA) and Magnuson-Stevens Fishery Conservation and Management Act (MSA) *Restoration and Permitting* (RAP) programmatic consultation (National Marine Fisheries Service (NMFS) Reference Number WCRO-2016-00008), you must implement and abide by the ESA requirements and/or agreements set forth in the Biological Opinion (BO) dated February 17, 2017, the NMFS' *RAP Implementation Guide* dated July 25, 2019, and the RAP form for your individual project (NMFS Reference Number WCRO-2016-00008-3079). The BO is available on the U.S. Army Corps of Engineers (Corps) website (Permit Guidebook, Endangered Species, Programmatic Consultations, Activities on Lakes Washington and Sammamish). Upon completion of the permitted work, you must submit an As-Built Report (see RAP Implementation Guide, Appendix E) to the Corps and the NMFS (rap-reports.wcr@noaa.gov). You must visually monitor the work area during

construction when the substrate is disturbed and ensure that observable turbidity increases do not extend beyond a 150-foot radius around the work area. If turbidity increases occur beyond this area, you must include it in your As-Built Report. You must comply with any required RAP planting plan (see RAP Implementation Guide, Appendices C and D) requirements and submit annual monitoring reports for five years to the Corps and the NMFS (rap-reports.wcr@noaa.gov). All reports must prominently display the reference number NWS-2021-118. Failure to comply with these requirements constitutes non-compliance with the ESA and your Corps permit. The NMFS is the appropriate authority to determine compliance with the terms and conditions of its BO and with the ESA. If you cannot comply with the terms and conditions of this programmatic consultation, you must, prior to commencing construction, contact the Corps, Seattle District, Regulatory Branch for an individual consultation in accordance with the requirements of the ESA and/or the MSA.

b. Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries (NOAA Fisheries) 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 NOAA Fisheries, 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 NOAA Fisheries to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

c. In order to meet the requirements of the Endangered Species Act (ESA) programmatic letter of concurrence for selected activities in the Lake Washington/Lake Sammamish Basins (U.S. Fish and Wildlife Service (USFWS) Reference Number 13410-2009-I-0386-R001) you must comply with the relevant conservation measures in the document titled, Conservation Measures for Activities Covered under the Lake Washington Programmatic Consultation Letter of Concurrence available on the U.S. Army Corps of Engineers (Corps) website (Permit Guidebook, Endangered Species, Programmatic Consultations, Activities on Lakes Washington and Sammamish). If you cannot comply with these conservation measures, 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. The USFWS is the appropriate authority to determine compliance with the ESA.

d. In order to meet the requirements of the Endangered Species Act you may conduct the authorized activities from July 16 through April 30 in any year this permit is valid. You shall not conduct work authorized by this permit from May 1 through July 15 in any year this permit is valid.

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

Please be reminded that Special Condition "a" of your permit requires that you implement and abide by the Endangered Species Act (ESA) requirements and/or agreements set forth in the Biological Opinion (BO) for this project. In particular, note that the BO requires that you: implement a shoreline planting plan, monitor and submit monitoring reports on the planted area to this office as well as to the National Marine Fisheries Service and/or U.S. Fish and Wildlife Service annually for a period of five years, and within 60 days of project completion you must submit the as-built report, as described in the BO. Failure to comply with the commitments made in the BO constitutes non-compliance with the ESA and with this authorization.

Please be reminded that the Muckleshoot Tribe requested to receive copies of all monitoring reports. Based on our coordination, you agreed to provide copies of the monitoring reports to the Muckleshoot Tribe. Please contact Dr. Martin Fox with the Muckleshoot Indian Tribe Fisheries Division at (253) 876-3121 or by email at martin.fox@muckleshoot.nsn.us following shoreline restoration activities.

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 response for this NWP. No further coordination with Ecology for WQC and CZM is required.

Lake Washington is a water of the U.S. The Section 10 jurisdictional boundaries are shown on the enclosed permit drawings. If you believe these boundaries are inaccurate, you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of these 2021 NWP authorizations 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 these NWPs. Failure to comply with all terms and conditions of these NWP verifications invalidates these authorizations 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. Josh Jensen, of Anchor QEA, LLC, at [jjensen@anchorqea.com](mailto:jjensen@anchorqea.com). If you have any questions, please contact me at [kelsey.rogers@usace.army.mil](mailto:kelsey.rogers@usace.army.mil) or (206) 316-3165.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelsey Rogers", written over a light blue horizontal line.

Kelsey Rogers, Project Manager  
Regulatory Branch

Enclosures

cc:

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

Muckleshoot Tribe ([martin.fox@muckleshoot.nsn.us](mailto:martin.fox@muckleshoot.nsn.us))

NMFS ([rap-wa.wcr@noaa.gov](mailto:rap-wa.wcr@noaa.gov))

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# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

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## DETERMINATION OF NON-SIGNIFICANCE (DNS)

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Application Nos.:	<b>SEP20-011</b>
Description of proposal:	<b>Review under the State Environmental Policy Act (SEPA) to construct an 800 linear foot (LF) pedestrian trail with wheelchair-accessible grades, decommission an existing pedestrian trail and install native shoreline plantings with erosion control along 785 LF of Lake Washington shoreline.</b>
Proponent:	<b>Andrew Prince (City of Mercer Island)</b>
Location of proposal:	<b>2040 84th Ave SE Mercer Island WA 98040; Identified by King County Assessor tax parcel numbers: 0624059014, 072405HYDR, 0724059054</b>
Lead agency:	<b>City of Mercer Island</b>
Project Documents:	<b>Please follow this file path to access the associated documents for this project: <a href="https://mieplan.mercergov.org/public/SHL20-016&amp;SEP20-011/">https://mieplan.mercergov.org/public/SHL20-016&amp;SEP20-011/</a></b>

Based on review of the proposal and applicable City code sections, the lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment that is not addressed by the aforementioned code sections. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist. This information is available to the public on request.

\_\_\_\_\_ There is no comment period for this DNS.

✓  
\_\_\_\_\_ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

\_\_\_\_\_ This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by N/A at 5:00 pm.

Responsible Official: Lauren Anderson, Planner  
City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040  
Phone: (206) 275-7704  
Email: [lauren.anderson@mercerisland.gov](mailto:lauren.anderson@mercerisland.gov)



Date: **March 21, 2022**

Signature:

*Lauren Anderson*

### **APPEAL INFORMATION**

This decision to issue a Determination of Non-significance (DNS) rather than to require an EIS may be appealed pursuant to Section 19.21 of the Mercer Island Unified Land Development Code, Environmental procedures.

- ✓  
\_\_\_\_\_ Any party of record may appeal this determination to the City Clerk at 9611 SE 36<sup>th</sup> Street Mercer Island, WA 98040 no later than **5pm on April 4, 2022** by filing a timely and complete appeal application and paying the appeal fee. You should be prepared to make specific factual objections. Contact the City Clerk to read or ask about the procedures for SEPA appeals. To reverse, modify or remand this decision, the appeal hearing body must find that there has been substantial error, the proceedings were materially affected by irregularities in procedure, the decision was unsupported by material and substantial evidence in view of the entire record, or the decision is in conflict with the city's applicable decision criteria.

\_\_\_\_\_ There is no agency appeal.

\_\_\_\_\_ Any person aggrieved by the issuance of this decision may seek review from the Shorelines Hearings Board by filing a petition for review within twenty-one days of the date of filing of the decision as defined in RCW 90.58.140(6).

Within seven days of the filing of any petition for review with the Board, the petitioner shall serve copies of the petition on the Washington State Department of Ecology, the Office of the Attorney General, and the City of Mercer Island.

More information on this process can be found on the Shoreline Hearing Board's website: <http://www.eho.wa.gov/> or by calling (360)664-9160.

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## DETERMINATION OF NON-SIGNIFICANCE (DNS)

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Application Nos.:	<b>SEP21-011</b>
Description of proposal:	<b>Review under the State Environmental Policy Act (SEPA) to install 450 cubic yards (CY) of spawning gravels and coarse woody debris below Ordinary High Water Mark (OHWM) along 785 linear feet (LF) of Lake Washington shoreline and install boulder cribbing and a bioengineered slope from the OHWM landward with 4 foot-wide granite steps extending below the OHWM for 70 LF at the northerly end of the project area.</b>
Proponent:	<b>Paul West (City of Mercer Island)</b>
Location of proposal:	<b>2040 84th Ave SE Mercer Island WA 98040; Identified by King County Assessor tax parcel numbers: 0624059014, 072405HYDR, 0724059054</b>
Lead agency:	<b>City of Mercer Island</b>
Project Documents:	<b>Please follow this file path to access the associated documents for this project: <a href="https://mieplan.mercergov.org/public/SHL21-009&amp;SEP21-011/">https://mieplan.mercergov.org/public/SHL21-009&amp;SEP21-011/</a></b>

Based on review of the proposal and applicable City code sections, the lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment that is not addressed by the aforementioned code sections. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist. This information is available to the public on request.

\_\_\_\_\_ There is no comment period for this DNS.

✓ \_\_\_\_\_ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

\_\_\_\_\_ This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by N/A at 5:00 pm.

Responsible Official: Lauren Anderson, Planner  
City of Mercer Island  
9611 SE 36<sup>th</sup> Street

Mercer Island, WA 98040  
Phone: (206) 275-7704  
Email: [lauren.anderson@mercerisland.gov](mailto:lauren.anderson@mercerisland.gov)

Date: **March 21, 2022**

Signature: 

### **APPEAL INFORMATION**

This decision to issue a Determination of Non-significance (DNS) rather than to require an EIS may be appealed pursuant to Section 19.21 of the Mercer Island Unified Land Development Code, Environmental procedures.

✓  
\_\_\_\_\_ Any party of record may appeal this determination to the City Clerk at 9611 SE 36<sup>th</sup> Street Mercer Island, WA 98040 no later than **5pm on April 4, 2022**, by filing a timely and complete appeal application and paying the appeal fee. You should be prepared to make specific factual objections. Contact the City Clerk to read or ask about the procedures for SEPA appeals. To reverse, modify or remand this decision, the appeal hearing body must find that there has been substantial error, the proceedings were materially affected by irregularities in procedure, the decision was unsupported by material and substantial evidence in view of the entire record, or the decision is in conflict with the city's applicable decision criteria.

\_\_\_\_\_ There is no agency appeal.

\_\_\_\_\_ Any person aggrieved by the issuance of this decision may seek review from the Shorelines Hearings Board by filing a petition for review within twenty-one days of the date of filing of the decision as defined in RCW 90.58.140(6).  
Within seven days of the filing of any petition for review with the Board, the petitioner shall serve copies of the petition on the Washington State Department of Ecology, the Office of the Attorney General, and the City of Mercer Island.  
More information on this process can be found on the Shoreline Hearing Board's website: <http://www.eho.wa.gov/> or by calling (360)664-9160.

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## PUBLIC NOTICE OF DECISION

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**NOTICE IS HEREBY GIVEN** that approval has been granted for the application described below:

**File No.:** SHL20-016/SEP20-011

**Permit Type:** Type III

**Description of Request:** An application for a Shoreline Substantial Development Permit with SEPA review to construct an 800 linear foot (LF) pedestrian trail with wheelchair-accessible grades, decommission an existing pedestrian trail and install native shoreline plantings with erosion control along 785 LF of Lake Washington shoreline.

**Applicant / Owner:** Paul West (City of Mercer Island)

**Location of Property:** 2040 84th Ave SE Mercer Island WA 98040; Identified by King County Assessor tax parcel numbers: 0624059014, 072405HYDR, 0724059054.

**SEPA Compliance:** A Determination of Nonsignificance was issued for this project on March 21, 2022, as reviewed under application number SEP20-011.

**Applicable Development Regulations:** Pursuant to Mercer Island City Code (MICC) 19.15.030 Table A, applications for shoreline substantial development permits are required to be processed as Type III applications. Processing requirements for Type III applications are further detailed in MICC 19.15.030 Table B. The Shoreline Master Program and SEPA requirements are contained in MICC 19.13 and 19.21 respectively.

**Other Associated Permits:** None

**Project Documents:** Please follow this file path to access the associated documents for this project: <https://mieplan.mercergov.org/public/SHL20-016&SEP20-011>

**Decision:** Approved subject to conditions. The staff report is available through the links above to the project documents.

**Appeal Rights:** *DISCLAIMER: This information is provided as a courtesy. It is the ultimate responsibility of the appellant to comply with all legal requirements for the filing of an appeal.*

Parties of record have the right to appeal certain permit and land use decisions. In some cases, other affected parties also have appeal rights. Depending on the type of decision, the appeal may be heard by a City Hearing Examiner, Commission, Board, or City Council, or outside the City to the State Shoreline Hearings Board, the State Growth Management Hearings Board, or King County

Superior Court. For a comprehensive list of actions and the applicable entity who will hear the appeal, see MICC 19.15.030 Table B.

If you desire to file an appeal of a decision that is appealable to the City, you must submit the appropriate form and file it with the City Clerk **within the time stated in the Notice of Decision**. Forms are available from the Development Services Group. Upon receipt of a timely complete [appeal application](#) and [appeal fee](#), an appeal hearing will be scheduled. To reverse, modify or remand a decision, the appeal hearing body must find that there has been substantial error; the proceedings were materially affected by irregularities in procedure; the decision was unsupported by material and substantial evidence in view of the entire record; or the decision is in conflict with the City's applicable decision criteria.

**Application Process  
Information:**

Date of Application: March 25, 2020

Determined to Be Complete: June 11, 2020

Public Notice Issued: July 26, 2021

Comment Period: July 26, 2021 - August 25, 2021

Date Decision Issued: May 2, 2022

Appeal Filing Deadline: 5:00 PM on the date 21 days from after date of filing of the decision as defined in RCW 90.58.140(6)

Project Contact:

Tim McHarg, Principal Planner  
Community Planning & Development  
City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040  
(206) 275-7717  
[tim.mcharg@mercerisland.gov](mailto:tim.mcharg@mercerisland.gov)

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# CITY OF MERCER ISLAND

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## STAFF REPORT

### SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT

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<b>Project No.:</b>	SHL20-016 and SHL21-009
<b>Description of Request:</b>	<p>This project involves two separate but interrelated Shoreline Substantial Development Permit applications with SEPA review. The purpose of the project is to restore an eroded section of shoreline along Luther Burbank Park by decommissioning an existing shoreline trail and rebuilding an ADA accessible trail upslope from the shoreline. The decommissioned trail will be planted with native shrubs and trees to prevent future erosion and enhance habitat. In addition to decommissioning the existing trail and building a new trail, shoreline habitat improvement and stabilization measures will be installed that include the placement of suitable habitat gravel and large woody debris (LWD) along the shoreline and the addition of granite steps near an existing dock to improve shoreline accessibility. The two applications are described as follows:</p> <p>SHL20-016: An application for a Shoreline Substantial Development Permit with SEPA review to construct an 800 linear foot (LF) pedestrian trail with wheelchair-accessible grades, decommission an existing pedestrian trail and install native shoreline plantings with erosion control along 785 LF of Lake Washington shoreline.</p> <p>SHL21-009: An application for a Shoreline Substantial Development Permit with SEPA review to install 450 cubic yards (CY) of spawning gravels and coarse woody debris below Ordinary High Water Mark (OHWM) along 785 linear feet (LF) of Lake Washington shoreline and install boulder cribbing and a bioengineered slope from the OHWM landward with 4 foot-wide granite steps extending below the OHWM for 70 LF at the northerly end of the project area.</p>
<b>Applicant / Owner:</b>	Paul West (City of Mercer Island)
<b>Location of Property:</b>	2040 84th Ave SE, Mercer Island WA 98040; Identified by King County Assessor tax parcel numbers: 0624059014, 072405HYDR, 0724059054.
<b>Zoning District:</b>	Single Family Residential (R-15)
<b>Staff Contact:</b>	Tim McHarg, Principal Planner
<b>Exhibits:</b>	SHL20-016: 1. Development Application, dated March 23, 2020

2. Development plan set, dated March 15, 2022
3. SEPA Determination of Nonsignificance (SEP20-011), dated March 21, 2022

SHL21-009:

4. Development Application, dated February 11, 2021
5. Development plan set, dated March 15, 2022
6. SEPA Determination of Nonsignificance (SEP21-011), dated March 21, 2022
  
7. Critical Area Study, dated October, 2021
8. Critical Area Study Peer Review Memorandum, dated February 26, 2022

## INTRODUCTION

### I. Project Description

This project involves two separate but interrelated Shoreline Substantial Development Permit applications with SEPA review. The purpose of the project is to restore an eroded section of shoreline along Luther Burbank Park by decommissioning an existing shoreline trail and rebuilding an ADA accessible trail upslope from the shoreline. The decommissioned trail will be planted with native shrubs and trees to prevent future erosion and enhance habitat. In addition to decommissioning the existing trail and building a new trail, shoreline habitat improvement and stabilization measures will be installed that include the placement of suitable habitat gravel and large woody debris (LWD) along the shoreline and the addition of granite steps near an existing dock to improve shoreline accessibility.

The two applications are described as follows:

SHL20-016: An application for a Shoreline Substantial Development Permit with SEPA review to construct an 800 linear foot (LF) pedestrian trail above the Ordinary High Water Mark (OHWM) with wheelchair-accessible grades, decommission an existing pedestrian trail and install native shoreline plantings with erosion control along 785 LF of Lake Washington shoreline.

Applications for development landward of the OHWM are subject to the development standards of Mercer Island City Code (MICC) 19.13.050(A) and (K).

SHL21-009: An application for a Shoreline Substantial Development Permit with SEPA review to install 450 cubic yards (CY) of spawning gravels and coarse woody debris below the OHWM along 785 linear feet (LF) of Lake Washington shoreline and install boulder cribbing and a bioengineered slope from the OHWM landward with 4-foot-wide granite steps extending below the OHWM for 70 LF at the northerly end of the project area.

Applications for development landward of the OHWM are subject to the development standards of Mercer Island City Code (MICC) 19.13.050(D).

Because the two applications are interrelated, a single staff report has been prepared to analyze compliance with applicable Shoreline standards.

### II. Site Description and Context

The proposed activity is located at 2040 84<sup>th</sup> Ave SE, Mercer Island, WA 98040, which is commonly known as Luther Burbank Park. This site is zoned Single Family Residential (R-15) in an Urban Park Shoreline environment on Mercer Island in Lake Washington pursuant to Appendix F of MICC Title 19 and described in MICC 19.13.030. Adjacent properties are within the Urban Park Shoreline environment, are zoned R-15 and are developed as residential uses.

The shoreline within the project area is moderately sloped and forested, and includes native and nonnative upland tree, shrub, and herbaceous vegetation communities, as well as areas along the existing trail that are eroding.

## **Findings of Fact & Conclusions of Law**

### **III. Application Procedure**

1. The SHL20-016 application for a Shoreline Substantial Development Permit was received by the City of Mercer Island on March 25, 2020. The application was determined to be complete on June 11, 2020 and a letter of completeness was sent to the applicant on June 11, 2020.
2. The SHL21-009 application for a Shoreline Substantial Development Permit was received by the City of Mercer Island on February 22, 2021. The application was determined to be complete on July 1, 2021 and a letter of completeness was sent to the applicant on July 1, 2021.
3. Under MICC 19.15.030, Table A, applications for Shoreline Substantial Development Permits must undergo Type III review. Type III reviews require notice of application (discussed below). A notice of decision is issued once the project review is complete.
4. The City of Mercer Island provided public notice of application for this Shoreline Substantial Development Permit, as set forth in MICC 19.15.090. The comment period for SHL20-016 lasted for 30 days, from July 26, 2021 to August 25, 2021. The comment period for SHL21-009 lasted for 30 days, from July 26, 2021 to August 25, 2021. The following methods were used for the public notice of application:
  - i. A mailing sent to neighboring property owners within 300 feet of the subject parcel.
  - ii. A sign posted on the subject parcel.
  - iii. A posting in the City of Mercer Island's weekly permit bulletin.

### **IV. State Environmental Policy Act (SEPA)**

1. As reviewed under application number SEP20-011, a Determination of Nonsignificance was issued for SHL20-016 on March 21, 2022 (Exhibit 3).
2. As reviewed under application number SEP21-011, a Determination of Nonsignificance was issued for SHL21-009 on March 21, 2022 (Exhibit 6).

### **V. Consistency with the Shoreline Master Program and Land Development Code**

1. MICC 19.13.020(C) establishes the following general requirement for all projects within the shoreline environment: *"No net loss standard and mitigation sequencing. No development shall be approved unless the applicant demonstrates to the code official's satisfaction that the shoreline development will not create a net loss of ecological function in the shorelands."*



**Staff Analysis:** The applicant prepared a Critical Area Study for the landward and waterward components of the project (Exhibit 7). The Critical Area Study concluded that the project will result in a net benefit to shoreline ecological functions and that there would be no net loss of shoreline ecological function on a temporary or permanent basis. The City's peer review biologist concurred with the analysis, findings and conclusions of the Critical Area Study (Exhibit 8). This standard is met.

2. MICC 19.13.030.A establishes the following purpose for the Urban Park Environment: "This environment consists of shoreland areas designated for public access and active and passive public recreation. The areas include, but are not limited to, parks, street ends, public utilities and other publicly owned rights-of-way. The uses located in this environment should be water-dependent and designed with no net loss to the ecological functions of the shorelands. Restoration of ecological functions is planned for these areas and is strongly encouraged. The preferred and priority use in the urban park environment is public access to, and enjoyment of, Lake Washington."

**Staff Analysis:** The proposed trail project will provide access to the shoreland area for both active and passive public recreation. The project includes restoration of ecological functions in the upland and aquatic areas within the project area. As discussed above, the project will result in a net benefit to shoreline ecological functions and that there would be no net loss of shoreline ecological function on a temporary or permanent basis. The project complies with and implements the purpose of the Urban Park Environment.

3. MICC 19.13.040, Table A addresses Shoreland Uses Landward of the OHWM. "Parks and public open spaces," "shoreline surface modification," "soft structural shoreline stabilization" and "restoration of ecological functions including shoreline habitat and natural systems enhancement" are permitted uses in the Urban Park Environment.

**Staff Analysis:** The proposed trail will be part of the improvements for the existing "parks and public open spaces" use in Luther Burbank Park. The construction of the proposed trail is a "shoreline surface modification" use. The installation of large woody debris, boulder cribbing and a bioengineered slope from the OHWM landward is a "soft structural shoreline stabilization" use. Planting native plant species in areas along the new trail alignment and restoring the area of the existing trail is "restoration of ecological functions including shoreline habitat and natural systems enhancement." The proposed trail, shoreline stabilization and planting plan are permitted uses and comply with the applicable shoreline use standards.

4. MICC 19.13.040, Table B addresses Shoreland Uses Waterward of the OHWM. "Restoration of ecological functions including shoreline habitat and natural systems enhancement" is a permitted use in the Urban Park Environment.

**Staff Analysis:** The proposed placement of suitable habitat gravel and large woody debris (LWD) is considered a "restoration of ecological functions including shoreline habitat and natural systems enhancement" use, which is permitted in the Urban Park Environment. The proposed ecological restoration below the OHWM complies with the applicable shoreline use standards.

5. MICC 19.13.050(A), Table C specifies development standards for development landward of the OHWM. These standards apply to SHL20-016.

- a. Setbacks for all structures (including fences over 48 inches high) and parking: 25 feet from the OHWM and all required setbacks of the development code, except (1) light rail transit facilities and (2) shore access structures less than 30 inches above the existing or finished grade, whichever is lower. If a wetland is adjacent to the shoreline, measure the shoreline setback from the wetland's boundary.

**Staff Analysis:** The trail is a shore access structure. Within the area that is 25 feet or less from the OHW, all retaining walls associated with the trail are less than 30 inches in height. All retaining walls greater than 30 inches in height are outside of the 25 foot setback from the OHWM. This standard is met.

- b. Height limits for all structures shall be the same as the height limits specified in the development code but shall not exceed a height of 35 feet above average building elevation, except light rail transit facilities.

**Staff Analysis:** The proposed trail is not a structure that is subject to the height standards. The trail will be installed at grade.

- c. Maximum impervious surface coverage:
  - 10% between 0 and 25 feet from the OHWM
  - 30% between 25 and 50 feet from the OHWM

**Staff Analysis:** The proposed trail will result in approximately 1,450 sf of impervious surface coverage in the area 25 feet from the OHWM. For the project area of 750 feet of shoreline along Lake Washington, the total area 25 feet from the OHWM is 18,750 sf. The proposed trail will result in an impervious surface coverage of approximately 7.7 percent in the area 25 feet from the OHWM.

The proposed trail will result in approximately 2,050 sf of impervious surface coverage in the area between 25 and 50 feet from the OHWM. For the project area of 750 feet of shoreline along Lake Washington, the total area between 25 and 50 feet from the OHWM is 18,750 sf. The proposed trail will result in an impervious surface coverage of approximately 10.9 percent in the area between 25 and 50 feet from the OHWM.

This standard is met.

- d. Minimum land area requirements: All semi-private, commercial and noncommercial recreational tracts and areas shall have minimum land area: 200 square feet per family, but not less than 600 square feet, exclusive of driveways or parking areas.

**Staff Analysis:** A recreational tract is not involved in this proposal. This standard does not apply.

- e. Shoreland surface modification: Alterations over 250 cubic yards outside of building footprints requires SEPA.

**Staff Analysis:** As reviewed under application number SEP20-011, a Determination of Nonsignificance was issued for the landward portion of the project (SHL20-016) on March 21, 2022, (Exhibit 3).

6. MICC 19.13.050(B) establishes standards for shoreline stabilization.

- a. MICC 19.13.050(B)(1)(ii) states (in part), “Soft shoreline stabilization measures that provide restoration of shoreline ecological functions may be permitted waterward of the ordinary high water mark.”

**Staff Analysis:** The installation of large woody debris, boulder cribbing and a bioengineered slope from the OHWM landward is a soft structural shoreline stabilization that will provide restoration of ecological functions. This standard is met.

- b. MICC 19.13.050(B)(1)(ii) states, “Limit the size of stabilization measures to the minimum necessary. Use measures designed to assure no net loss of shoreline ecological functions. Soft approaches shall be used unless demonstrated not to be sufficient to protect primary structures, dwellings, and businesses.”

**Staff Analysis:** The shoreline stabilization measures are limited to the minimum necessary. The installation of large woody debris, boulder cribbing and a bioengineered slope from the OHWM landward is a soft structural shoreline stabilization that will provide restoration of ecological functions. As discussed above, the project will result in a net benefit to shoreline ecological functions and that there would be no net loss of shoreline ecological function on a temporary or permanent basis.

7. MICC 19.13.050(I) specifies development standards for restoration of ecological functions.

**Staff Analysis:** MICC 19.13.050(I) allows the code official to grant relief from shoreline master program development standards and use regulations resulting from shoreline restoration projects consistent with the criteria and procedures in WAC 173-27-215. Such relief is not necessary for SHL20-016 and SHL21-009.

The upland segment of the project (SHL20-016) includes relocating the existing trail further upland, away from Lake Washington, and will have positive benefits for the shoreline environment. The Project includes removing existing nonnative vegetation and planting native species within nearby areas along Lake Washington, and will shift the trail landward from the shoreline, improving soil stability and providing habitat and nearshore shading, compared to existing conditions. Removing foot traffic from the old trail will reduce erosion adjacent to the shoreline. Instead, access to the water will be provided via a new designated granite step segment intended to focus foot traffic outside of the riparian buffer. Planting of native plant species in areas along the new trail alignment will also improve ecological function within the Project Area. The trail is designed to minimize the need for tree removal.

For the waterward component of the project, the Critical Area Study The installation of habitat-grade gravel below OHWM and placement of large woody debris are proposed as restoration of ecological functions and nonstructural shoreline stabilization measures. Temporary impacts to

the shoreline environment during construction will be avoided or minimized through implementation of best management practices.

Overall, the project will result in ecological restoration and provide a net benefit to shoreline ecological functions. No net loss of shoreline ecological function will occur as a result of the project.

#### **CONDITIONS OF APPROVAL**

1. The project proposal shall be in substantial conformance with Exhibits 2 and 5 and all applicable development standards contained within Mercer Island City Code (MICC) Chapter 19.13.
2. The applicant is responsible for documenting any required changes in the project proposal due to conditions imposed by any applicable local, state and federal government agencies.
3. Construction shall not be authorized, nor may begin within twenty-one days of the date of filing of the decision as defined in RCW 90.58.140(6).
4. Prior to building permit issuance or any site disturbing activity, the applicant shall provide documentation of approval of the proposed scope of work from state and federal agencies.
5. A City of Mercer Island Building Permit and/or Clear and Grad Permit may be required for construction of this project proposal. The Building Official may require an appropriate performance bond in an amount to be determined prior to Building Permit issuance to ensure all required vegetation installation is completed in compliance with applicable code requirements. The applicant shall submit a Bond Quantity Worksheet for city review and approval at building permit application submittal.
6. The applicant shall abide by the applicable work windows for listed species established by the U.S. Army Corps of Engineers and Washington Department of Fish and Wildlife.
7. Construction of this project proposal shall only occur during approved construction hours by the City of Mercer Island and/or as otherwise restricted by the Building Official.
8. Construction or substantial progress toward construction of a development for which a permit has been granted must be undertaken within two years after the approval of the permit or the permit shall terminate. The code official shall determine if substantial progress has been made. A single extension before the end of the time limit, with prior notice to parties of record, for up to one year, based on reasonable factors may be granted.
9. Prior to building permit issuance, the applicant shall provide verification of the location of the Ordinary High Water Mark (OHWM). Verification shall be by providing the surveyed location of the OHWM as defined in MICC 19.16.010(O).

#### **DEVELOPMENT REGULATION COMPLIANCE – DISCLOSURE**

1. The applicant is responsible for obtaining any required permits or approvals from the appropriate Local, State, and Federal Agencies. The applicant is responsible for meeting the conditions are required by the agencies.

2. All required permits must be obtained prior to the commencement of construction.

## DECISION

Based upon the above noted Findings of Fact and Conclusions of Law, Shoreline Substantial Development Permit applications SHL20-016 and SHL21-009, as depicted in Exhibits 2 and 5, is hereby preliminarily **APPROVED SUBJECT TO CONDITIONS**. This decision is final, unless appealed in writing consistent with adopted appeal procedures, MICC 19.15.020(J), and all other applicable appeal regulations.

Approved this 2<sup>nd</sup> day of May, 2022.



---

**Tim McHarg**  
**Principal Planner**  
**Community Planning & Development**  
**City of Mercer Island**

# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | [www.mercergov.org](http://www.mercergov.org)



### CITY USE ONLY

PROJECT#	RECEIPT #	FEE

Date Received:

Received By:

### DEVELOPMENT APPLICATION

STREET ADDRESS/LOCATION 2040 84th AVE SE		ZONE
COUNTY ASSESSOR PARCEL #'S 0624059014		PARCEL SIZE (SQ. FT.) 995782
PROPERTY OWNER (required) City of Mercer Island	ADDRESS (required) 9611 SE 36th st	CELL/OFFICE (required)  E-MAIL (required)
PROJECT CONTACT NAME Andrew Prince	ADDRESS 2040 84th ave SE	CELL/OFFICE 206 275 7872 E-MAIL Andrew.prince@mercergov.org
TENANT NAME	ADDRESS	CELL PHONE  E-MAIL

**DECLARATION:** I HEREBY STATE THAT I AM THE OWNER OF THE SUBJECT PROPERTY OR I HAVE BEEN AUTHORIZED BY THE OWNER(S) OF THE SUBJECT PROPERTY TO REPRESENT THIS APPLICATION, AND THAT THE INFORMATION FURNISHED BY ME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

*Andrew Prince*  
SIGNATURE

3/23/2020  
DATE

PROPOSED APPLICATION(S) AND CLEAR DESCRIPTION OF PROPOSAL (PLEASE USE ADDITIONAL PAPER IF NEEDED):

**See attached project description**

ATTACH RESPONSE TO DECISION CRITERIA IF APPLICABLE

CHECK TYPE OF LAND USE APPROVAL REQUESTED:

APPEALS	DEVIATIONS	SUBDIVISION SHORT PLAT
<input type="checkbox"/> Building	<input type="checkbox"/> Changes to Antenna requirements	<input type="checkbox"/> Short Plat- Two Lots
<input type="checkbox"/> Code Interpretation	<input type="checkbox"/> Changes to Open Space	<input type="checkbox"/> Short Plat- Three Lots
<input type="checkbox"/> Land use	<input type="checkbox"/> Shoreline	<input type="checkbox"/> Short Plat- Four Lots
<input type="checkbox"/> Right-of-Way Use	<input type="checkbox"/> Seasonal Development Limitation Waiver	<input type="checkbox"/> Short Plat- Deviation of Acreage Limitation
CRITICAL AREAS	ENVIRONMENTAL REVIEW (SEPA)	<input type="checkbox"/> Short Plat- Amendment
<input type="checkbox"/> Critical Area Review 1 (Hourly Rate 2hr Min)	<input checked="" type="checkbox"/> SEPA Review (checklist)- Minor	<input type="checkbox"/> Short Plat- Final Plat
<input type="checkbox"/> Critical Area Review 2 (Determination)	<input type="checkbox"/> SEPA review (checklist)- Major	OTHER LAND USE
<input type="checkbox"/> Reasonable Use Exception	<input type="checkbox"/> Environmental Impact Statement	<input type="checkbox"/> Accessory Dwelling Unit
DESIGN REVIEW	SHORELINE MANAGEMENT	<input type="checkbox"/> Code Interpretation Request
<input type="checkbox"/> Pre Design Meeting	<input type="checkbox"/> Exemption	<input type="checkbox"/> Comprehensive Plan Amendment (CPA)
<input type="checkbox"/> Design Review (Code Official)	<input type="checkbox"/> Permit Revision	<input type="checkbox"/> Conditional Use (CUP)
<input type="checkbox"/> Design Commission Study Session	<input type="checkbox"/> Shoreline Variance	<input type="checkbox"/> Lot Line Revision
<input type="checkbox"/> Design Review- Design Commission- Exterior Alteration	<input type="checkbox"/> Shoreline Conditional Use Permit	<input type="checkbox"/> Noise Exception
<input type="checkbox"/> Design Review- Design Commission- New Building	<input checked="" type="checkbox"/> Substantial Development Permit	<input type="checkbox"/> Reclassification of Property (Rezoning)
WIRELESS COMMUNICATION FACILITIES	SUBDIVISION LONG PLAT	<input type="checkbox"/> Transportation Concurrency (see supplemental application form)
<input type="checkbox"/> Wireless Communications Facilities- 6409 Exemption	<input type="checkbox"/> Long Plat- Preliminary	<input type="checkbox"/> Planning Services (not associated with a permit or review)
<input type="checkbox"/> New Wireless Communication Facility	<input type="checkbox"/> Long Plat- Alteration	<input type="checkbox"/> Zoning Code Text Amendment
	<input type="checkbox"/> Long Plat- Final Plat	<input type="checkbox"/> Request for letter
	VARIANCES (Plus Hearing Examiner Fee)	
	<input type="checkbox"/> Variance	

# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | [www.mercerisland.gov](http://www.mercerisland.gov)



### CITY USE ONLY

PROJECT#	RECEIPT #	FEE

Date Received:

Received By:

### DEVELOPMENT APPLICATION

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COUNTY ASSESSOR PARCEL #'S 0624059014		PARCEL SIZE (SQ. FT.) 995782
PROPERTY OWNER (required) City of Mercer Island	ADDRESS (required) 9611 SE 36th st	CELL/OFFICE (required) (206) 275-7833 E-MAIL (required) paul.west@mercerisland.gov
PROJECT CONTACT NAME Andrew Prince	ADDRESS 2040 84th ave SE	CELL/OFFICE (206) 275-7833 or (206) 459-5434 E-MAIL paul.west@mercerisland.gov
TENANT NAME	ADDRESS	CELL PHONE  E-MAIL

**DECLARATION:** I HEREBY STATE THAT I AM THE OWNER OF THE SUBJECT PROPERTY OR I HAVE BEEN AUTHORIZED BY THE OWNER(S) OF THE SUBJECT PROPERTY TO REPRESENT THIS APPLICATION, AND THAT THE INFORMATION FURNISHED BY ME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

3/23/2020

SIGNATURE

DATE

#### PROPOSED APPLICATION(S) AND CLEAR DESCRIPTION OF PROPOSAL (PLEASE USE ADDITIONAL PAPER IF NEEDED):

See attached project description

habitat enhancements and address shoreline erosion. The project also includes installation of a small granite step segment to improve access to the water. See cover letter and attached JARPA for more information.

ATTACH RESPONSE TO DECISION CRITERIA IF APPLICABLE

#### CHECK TYPE OF LAND USE APPROVAL REQUESTED:

APPEALS	DEVIATIONS	SUBDIVISION SHORT PLAT
<input type="checkbox"/> Building	<input type="checkbox"/> Changes to Antenna requirements	<input type="checkbox"/> Short Plat- Two Lots
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CRITICAL AREAS	ENVIRONMENTAL REVIEW (SEPA)	OTHER LAND USE
<input type="checkbox"/> Critical Area Review 1 (Hourly Rate 2hr Min)	<input type="checkbox"/> SEPA Review (checklist)- Minor	<input type="checkbox"/> Short Plat- Amendment
<input type="checkbox"/> Critical Area Review 2 (Determination)	<input type="checkbox"/> SEPA review (checklist)- Major	<input type="checkbox"/> Short Plat- Final Plat
<input type="checkbox"/> Reasonable Use Exception	<input type="checkbox"/> Environmental Impact Statement	OTHER LAND USE
DESIGN REVIEW	SHORELINE MANAGEMENT	<input type="checkbox"/> Accessory Dwelling Unit
<input type="checkbox"/> Pre Design Meeting	<input type="checkbox"/> Exemption	<input type="checkbox"/> Code Interpretation Request
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WIRELESS COMMUNICATION FACILITIES	SUBDIVISION LONG PLAT	<input type="checkbox"/> Reclassification of Property (Rezoning)
<input type="checkbox"/> Wireless Communications Facilities- 6409 Exemption	<input type="checkbox"/> Long Plat- Preliminary	<input type="checkbox"/> Transportation Concurrency (see supplemental application form)
<input type="checkbox"/> New Wireless Communication Facility	<input type="checkbox"/> Long Plat- Alteration	<input type="checkbox"/> Planning Services (not associated with a permit or review)
	<input type="checkbox"/> Long Plat- Final Plat	<input type="checkbox"/> Zoning Code Text Amendment
	VARIANCES (Plus Hearing Examiner Fee)	<input type="checkbox"/> Request for letter
	<input type="checkbox"/> Variance	<input type="checkbox"/> Temporary Commerce on Public Property

# 100% DESIGN/REVIEW DRAFT SOUTH SHORELINE RESTORATION UPLAND TRAILS

CITY OF MERCER ISLAND PARKS & RECREATION DEPARTMENT



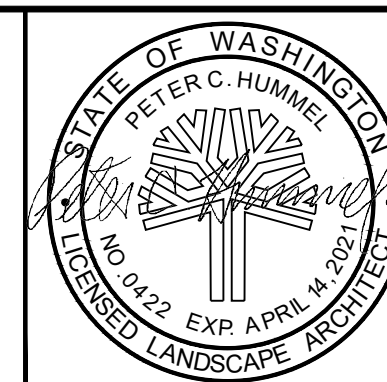
SOURCE: AERIAL FROM BING MAPS

VICINITY MAP



DRAWING INDEX		
SHEET SEQUENCE	SHEET NO.	SHEET DESCRIPTION
1	G-1	COVER SHEET
2	G-2	EXISTING CONDITIONS PLAN (SURVEY)
3	G-3	EXISTING CONDITIONS PLAN (SURVEY)
4	G-4	COMPOSITE SITE PLAN AND SHEET LAYOUT KEY
5	D-1	DEMOLITION, CLEARING, AND TESC PLAN
6	D-2	DEMOLITION, CLEARING, AND TESC PLAN
7	D-3	DEMOLITION, CLEARING, TESC DETAILS & NOTES
8	C-1	GRADING PLAN
9	C-2	GRADING PLAN
10	C-3	GRADING CROSS SECTIONS
11	CM-1	CONSTRUCTION MATERIALS & LAYOUT PLAN
12	CM-2	CONSTRUCTION MATERIALS & LAYOUT PLAN
13	CM-3	CONSTRUCTION DETAILS
14	CM-4	CONSTRUCTION DETAILS
15	I-1	IRRIGATION PLAN
16	I-2	IRRIGATION PLAN
17	I-3	IRRIGATION DETAILS
18	L-1	PLANTING PLAN
19	L-2	PLANTING PLAN
20	L-3	PLANTING DETAILS

100% DESIGN - NOT FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

DESIGNED BY: P. HUMMEL  
 DRAWN BY: C. HEWETT  
 CHECKED BY: P. HUMMEL  
 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION  
UPLAND TRAILS**

**COVER SHEET**

**G-1**

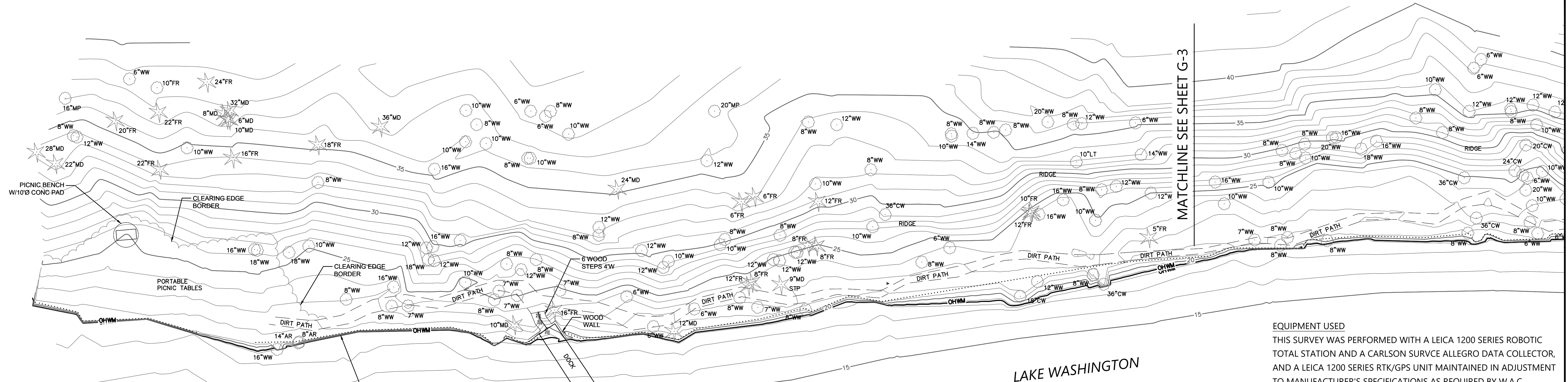
SHEET NO. 1 OF 20

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Mar 15, 2022 5:07pm chawett

ONE INCH  
AT FULL SIZE IF NOT ONE  
INCH SCALE ACCORDINGLY



LOCATION, LENGTH, SIZE AND MATERIAL OF SS IS APPROXIMATE, BASED ON INFORMATION FROM CITY OF MERCER ISLAND RECORD DRAWINGS



**LEGEND**

- ⊗ SET BORING LOCATION MARKER
- LS LIGHT STANDARD
- CB CATCH BASIN
- SM STORM MANHOLE
- SI STORM INVERT
- SSCO SANITARY SEWER CLEAN OUT
- WV WATER VALVE
- WE WATER WELL
- FF\* FINISHED FLOOR ELEV. AT DOOR
- FH FIRE HYDRANT
- WM WATER METER
- GM GAS METER
- GV GAS VALVE
- UP UTILITY POLE
- GA GUY ANCHOR
- PO POST
- RS ROAD SIGN
- SG SIGN
- PB PHONE BOX
- EDGE OF GRAVEL
- EDGE OF PAVEMENT
- CONCRETE EXTRUDED CURB (UNLESS OTHERWISE NOTED)
- X- FENCE (AS NOTED)
- ..... TOPOGRAPHY BREAKLINE
- SS- SANITARY SEWER
- SD- STORMDRAIN
- OHU- OVERHEAD UTILITY
- G- GAS LOCATES
- P- POWER LOCATES
- W- WATER LOCATES
- BN 2'W WOOD BENCH ON CONC PAD
- SEEP AREA
- ROCKERY
- PWR POWER UTILITY BOX
- CV CONCRETE VAULT
- COM COMMUNICATION UTILITY BOX
- UB UTILITY BOX
- UBI UTILITY BOX IRRIGATION
- IC IRRIGATION CONTROL BOX
- TM TELE-COMMUNICATION MANHOLE
- PM POWER METER
- TF TRAFFIC LIGHT UTILITY BOX
- SB TRAFFIC SIGNAL BOX
- TV TV UTILITY BOX
- PT POWER TRANSFORMER
- DS DECIDUOUS
- CF CONIFEROUS
- AR ALDER
- AP APPLE
- AH ASH
- AS ASPEN
- BI BIRCH
- CY CHERRY
- CT CHESTNUT
- CW COTTONWOOD
- DW DOGWOOD
- EM ELM
- HN HAWTHORN
- HZ HAZELNUT
- LT LOCUST
- MP MAPLE
- OK OAK
- PE PEAR
- PL PLUM
- PR POPLAR
- WT WALNUT
- WW WILLOW
- HN HAWTHORN
- HZ HAZELNUT
- LT LOCUST
- MP MAPLE
- OK OAK
- PE PEAR
- PL PLUM
- PR POPLAR
- WT WALNUT
- WW WILLOW
- CE CEDAR
- CP CYPRESS
- FR DOUGLAS FIR
- HK HEMLOCK
- HY HOLLY
- MD MADRONA
- PI PINE
- RW REDWOOD
- SP SPRUCE
- SQ SEQUOIA
- SY SYCAMORE

**NOTES:**

- UTILITY INFORMATION SHOWN HEREON IS COMPILED FROM FIELD OBSERVED SURFACE FEATURES, AND A VARIETY OF RECORD SOURCES INCLUDING CITY RECORDS AND GIS DATA. SURVEYOR MAKES NO GUARANTEE THAT UTILITIES SHOWN HEREON COMPRISE ALL POSSIBLE UTILITIES IN THE AREA NOR WARRANTS THAT UTILITIES ARE IN THE EXACT LOCATIONS INDICATED.
- LAYERS WITHIN ELECTRONIC FILE ENDING WITH "REC", "GIS", AND "GIS-OFF" ARE ENTIRELY CITY GIS/RECORD INFORMATION.
- PARCEL LINES SHOWN HEREON BASED UPON GIS AND RECORD INFORMATION AND IS NOT THE RESULT OF A BOUNDARY SURVEY.
- THIS TOPOGRAPHIC SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, AND THEREFORE DOES NOT PURPORT TO TO SHOW ALL REASMENTS, ENCUMBRANCES, OR RESTRICTIONS OF RECORD, IF ANY.
- FIELD SURVEY WAS PERFORMED BETWEEN JULY 26 AND AUGUST 13, 2013
- THIS SURVEY WAS PERFORMED BY FIELD RUN GROUND TRAVERSE WITH THE FINAL RESULTS MEETING OR EXCEEDING THE CURRENT TRAVERSE STANDARDS CONTAINED IN W.A.C. 332-130-090 AND ALSO UTILIZED RTK/GPS OBSERVATIONS TO TIE GROUND TRAVERSE TO LOCAL CITY MONUMENTATION

**EQUIPMENT USED**

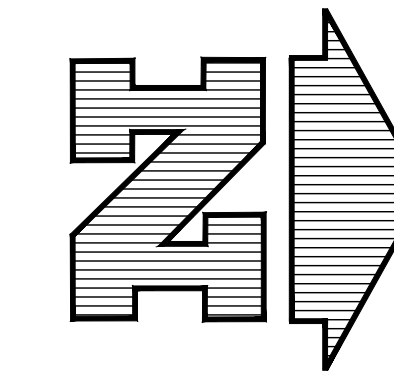
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**HORIZONTAL DATUM:**


NAD 1983/91 WASHINGTON NORTH ZONE PER CITY OF MERCER ISLAND CONTROL POINT DATA SHEETS RETRIEVED FROM WGS SURVEY DATA WAREHOUSE DATABASE FOR POINTS 8358, 2029, 2039, AND MI1002 SHOWN LOCALLY AS A LINE BETWEEN FIELD LOCATED MONUMENTS MI1002 AND 2029 AS NOTED HEREON BEARING NORTH 40°16'37" WEST

**VERTICAL DATUM:**


NAVD 88 PER CITY OF MERCER ISLAND DATA SHEETS. SEE ELEVATION TRANSFERRED TO ONSITE TBM HEREON.



SCALE: 1"= 20'



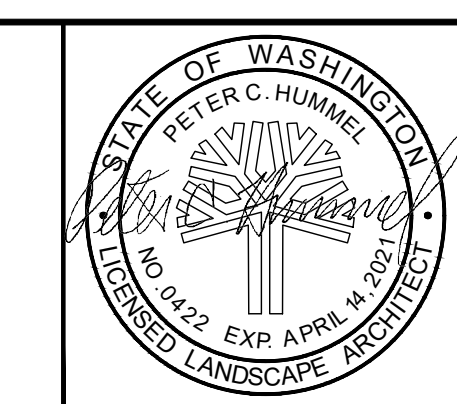
**ROTH HILL**  
Roth Hill now Stantec  
425.869.9448 www.rothhill.com  
11130 NE 33rd Place, Suite 200  
Bellevue, WA 98004



NOTES:

- SURVEY BY STANTEC, DATED OCTOBER 2013.

100% DESIGN - NOT FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

DESIGNED BY: N/A  
 DRAWN BY: C. HEWETT  
 CHECKED BY: P. HUMMEL  
 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION UPLAND TRAILS**

**EXISTING CONDITIONS PLAN (SURVEY)**

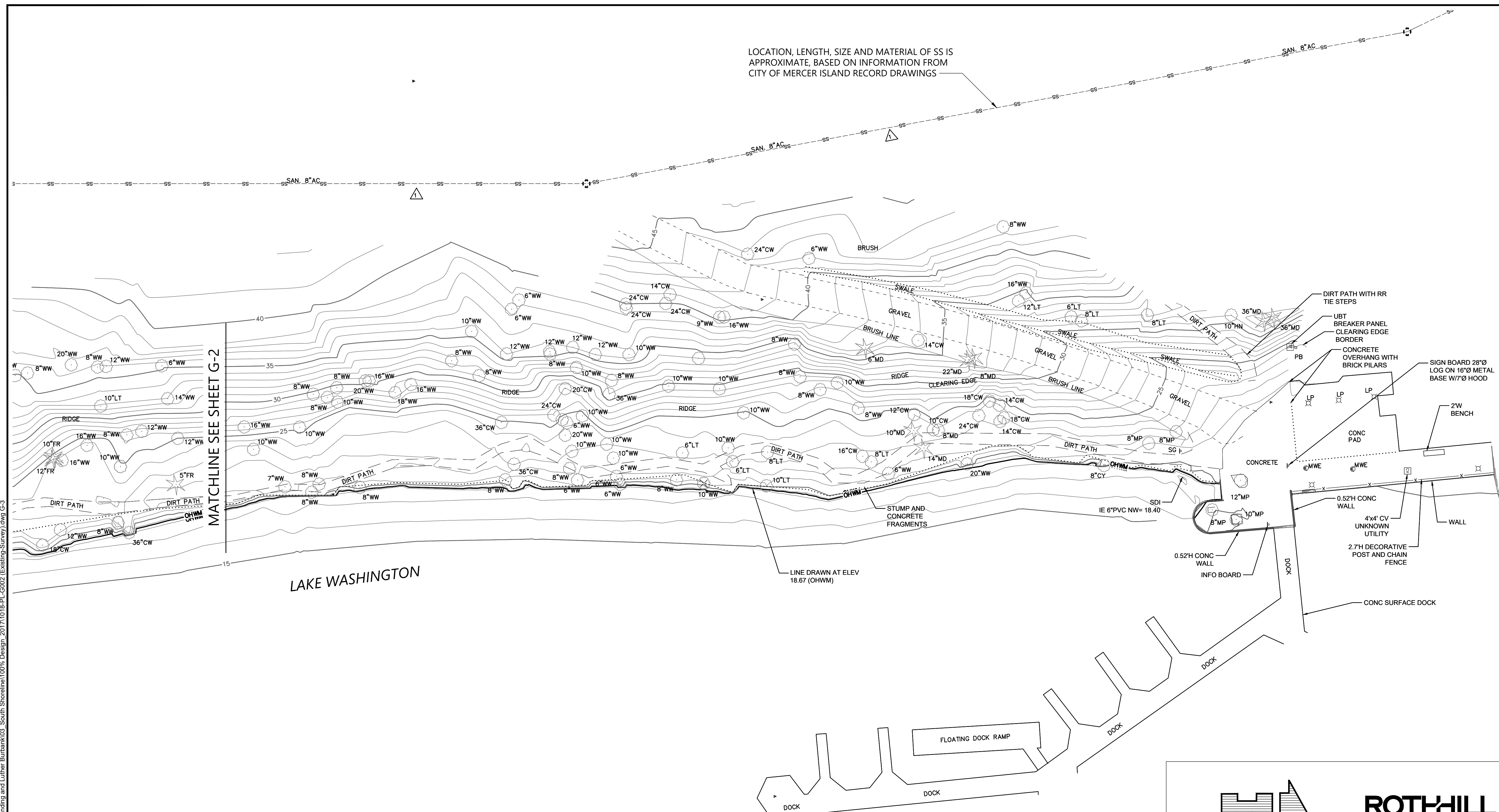
**G-2**

SHEET NO. 2 OF 20

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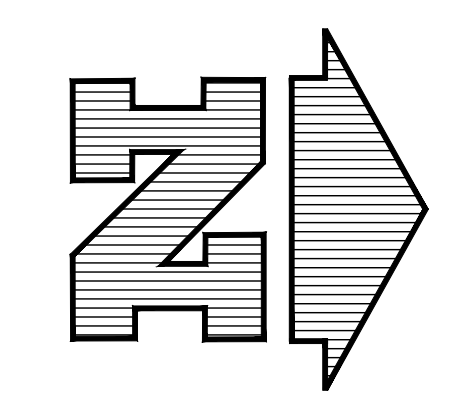
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Mar 15, 2022 5:07pm chawett

LOCATION, LENGTH, SIZE AND MATERIAL OF SS IS APPROXIMATE, BASED ON INFORMATION FROM CITY OF MERCER ISLAND RECORD DRAWINGS

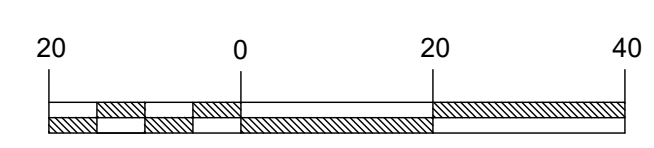


MATCHLINE SEE SHEET G-2

LAKE WASHINGTON



**ROTHHILL**  
Roth Hill now Stantec  
425.869.9448 www.rothhill.com  
11130 NE 33rd Place, Suite 200  
Bellevue, WA 98004

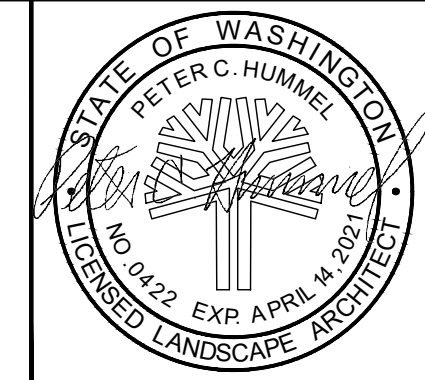


SCALE: 1"= 20'

NOTES:  
1. SURVEY BY STANTEC, DATED OCTOBER 2013.

100% DESIGN - NOT FOR CONSTRUCTION

ONE INCH  
AT FULL SIZE IF NOT ONE  
INCH SCALE ACCORDINGLY



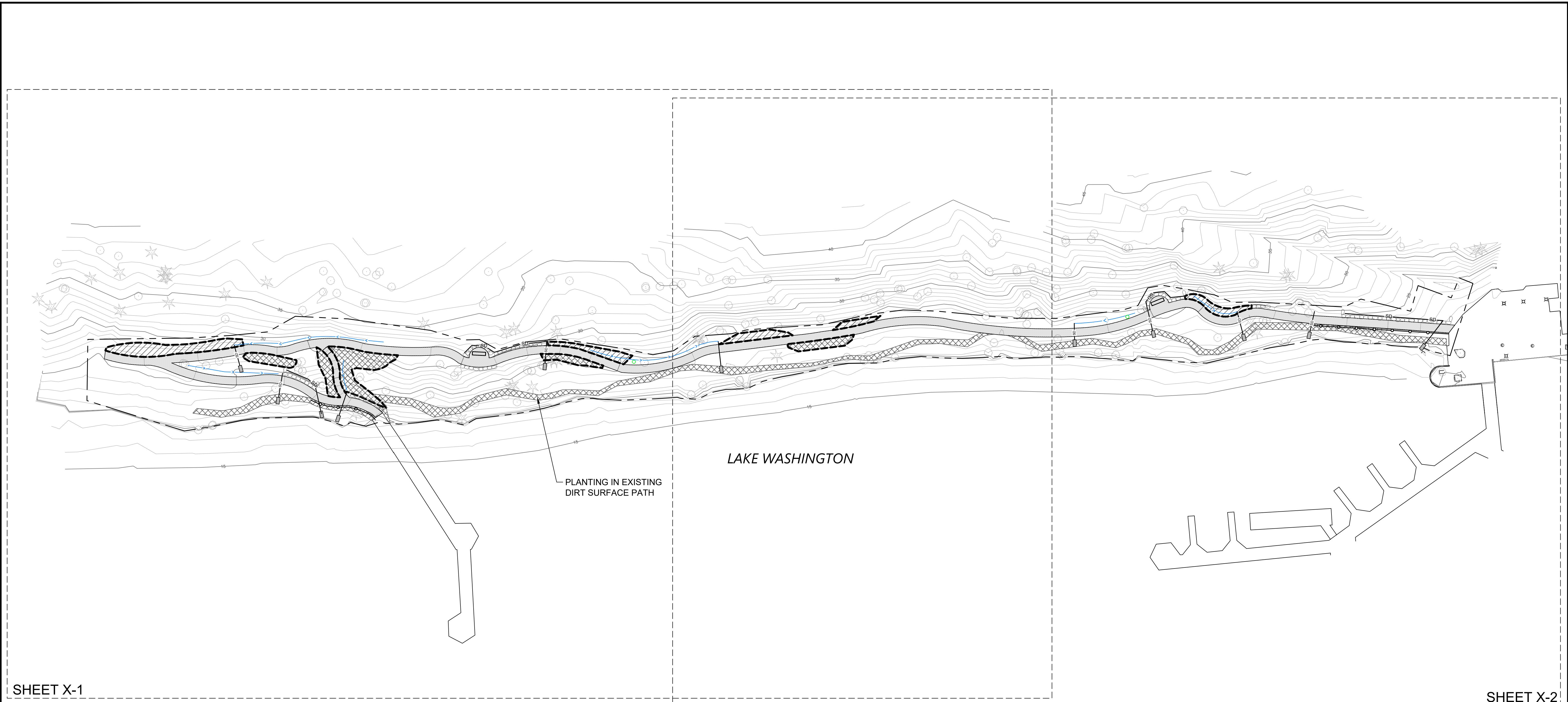
REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

DESIGNED BY: N/A  
DRAWN BY: C. HEWETT  
CHECKED BY: P. HUMMEL  
APPROVED BY: P. HUMMEL  
SCALE: AS NOTED  
DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION UPLAND TRAILS**  
**EXISTING CONDITIONS PLAN (SURVEY)**

**G-3**  
SHEET NO. 3 OF 20

K:\Projects\1018-City of Mercer Island\Calvin Landing and Luther Burbank\100% Design\2017\1018-PL-G003(Composite) dwg G-4  
 Mar 15, 2022 5:09pm chewett



SHEET X-1

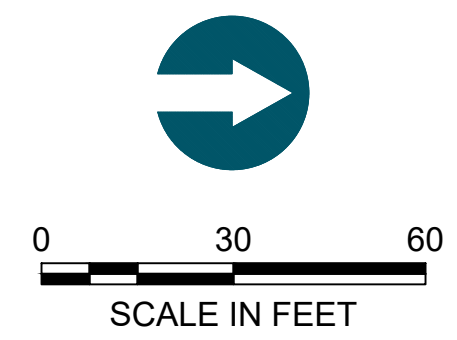
SHEET X-2

LAKE WASHINGTON

PLANTING IN EXISTING  
DIRT SURFACE PATH

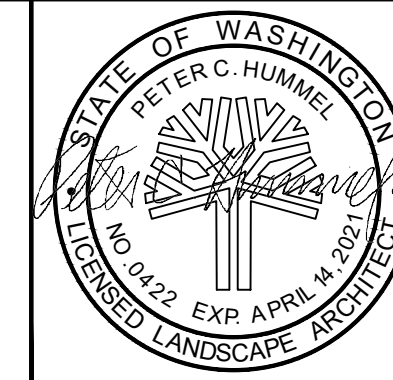
**LEGEND:**

--- PROJECT LIMIT	CRUSHED ROCK PATH
5 4 PROPOSED CONTOUR IN FEET	ROCKERY WALL
○ SPLIT RAIL FENCE	HIGH SHRUB PLANTING
□ BENCH AND CONC. SLAB	LOW SHRUB PLANTING
—> SWALE FLOW LINE AND DIRECTION	6" DIA. HDPE CULVERT
--- JUTE FABRIC LIMITS	



- NOTES:**
- HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  - VERTICAL DATUM: NAVD 88
  - THIS SHEET IS FOR REFERENCE ONLY. SEE OTHER PLANS FOR CONSTRUCTION.

100% DESIGN - NOT FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

DESIGNED BY: P. HUMMEL  
 DRAWN BY: C. HEWETT  
 CHECKED BY: P. HUMMEL  
 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION  
 UPLAND TRAILS**

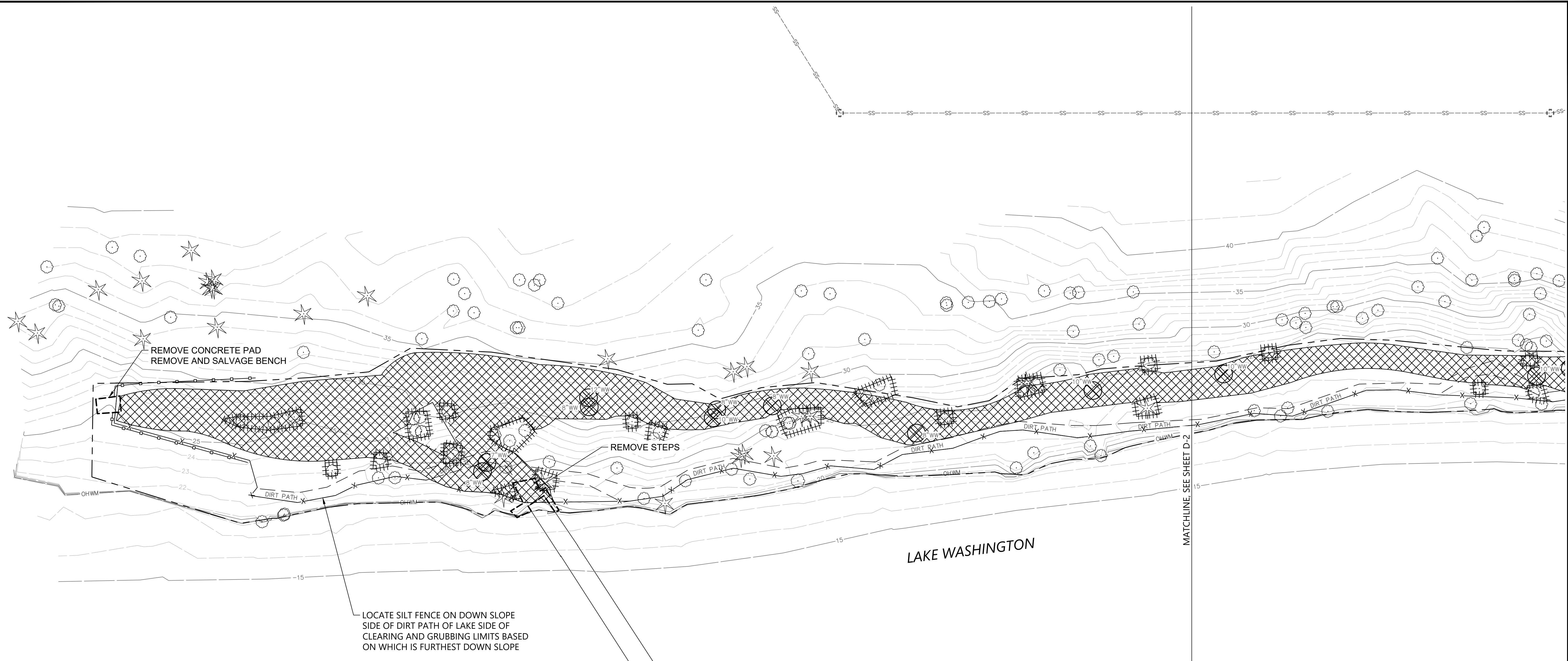
**COMPOSITE SITE PLAN AND SHEET LAYOUT KEY**

**G-4**

SHEET NO. 4 OF 20

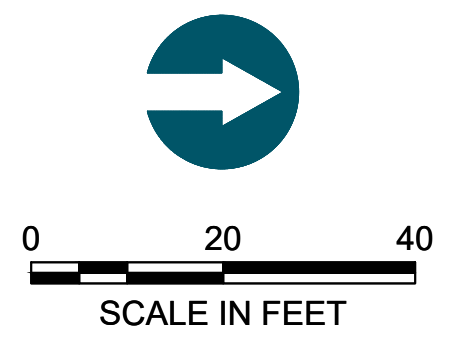
ONE INCH  
AT FULL SIZE IF NOT ONE  
INCH SCALE ACCORDINGLY

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\100% Design\_2017\1018-PL-D001(Demo+TESC).dwg D-1  
 Mar 15, 2022 5:09pm chawett



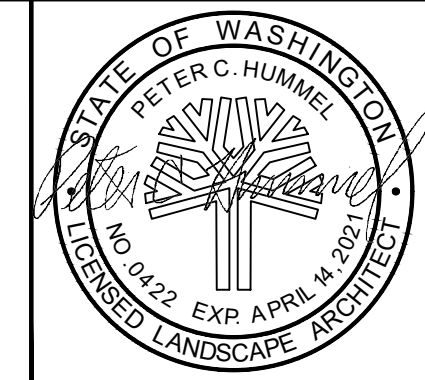
LAKE WASHINGTON

- LEGEND:
- SILT FENCING 1  
D-3
  - TREE PROTECTION FENCING 2  
D-3
  - TEMPORARY 6" CHAINLINK CONSTRUCTION FENCING
  - CLEAR AND GRUB
  - ITEM TO BE REMOVED
  - PAVERS TO BE REMOVED AND SALVAGED
  - TREE TO BE REMOVED, SEE SHEET G-2 FOR TREE SPECIES LEGEND  
10" LT



- NOTES:
- HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  - VERTICAL DATUM: NAVD88
- 100% DESIGN - NOT FOR CONSTRUCTION**

ONE INCH  
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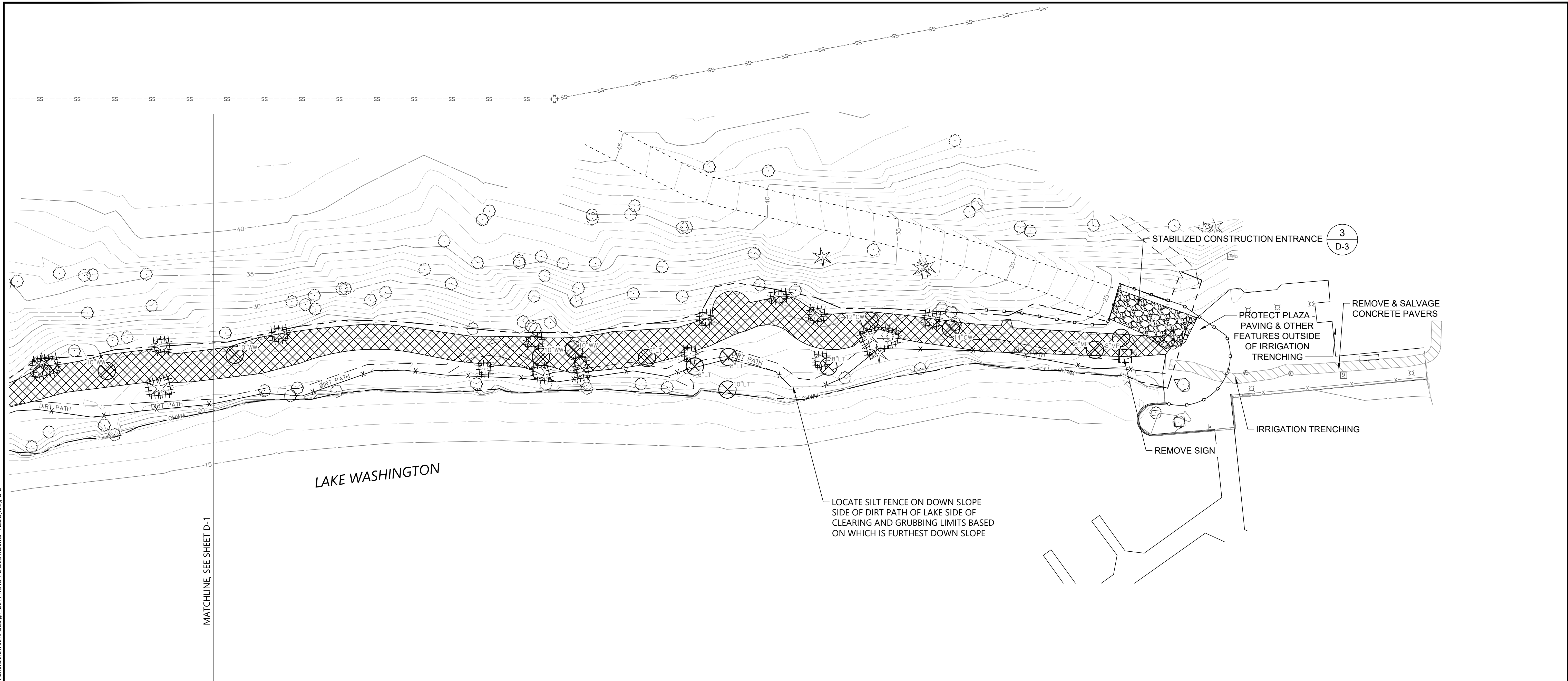
**SOUTH SHORELINE RESTORATION  
 UPLAND TRAILS**

**DEMOLITION, CLEARING, AND TESC PLAN**

**D-1**

SHEET NO. 5 OF 20

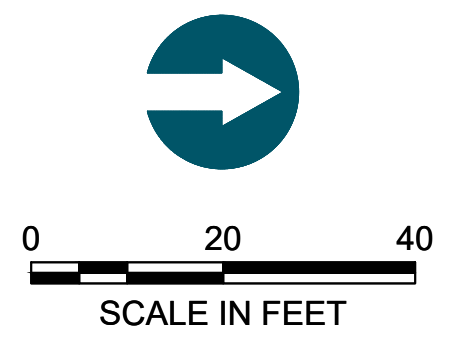
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Mar 15, 2022 5:09pm ch Hewett



MATCHLINE, SEE SHEET D-1

LEGEND:

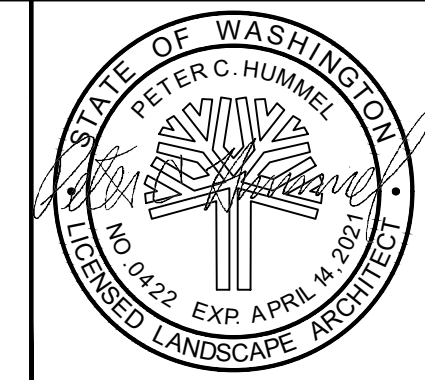
- SILT FENCING 1  
D-3
- TREE PROTECTION FENCING 2  
D-3
- TEMPORARY CONSTRUCTION ENTRANCE 3  
D-3
- TEMPORARY 6" CHAINLINK CONSTRUCTION FENCING
- CLEAR AND GRUB
- ITEM TO BE REMOVED
- PAVERS TO BE REMOVED AND SALVAGED
- TREE TO BE REMOVED, SEE SHEET G-2 FOR TREE SPECIES LEGEND  
10" LT



- NOTES:
1. HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  2. VERTICAL DATUM: NAVD88

100% DESIGN - NOT FOR CONSTRUCTION

ONE INCH  
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REVISIONS				
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 DRAWN BY: C. HEWETT  
 CHECKED BY: P. HUMMEL  
 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION  
 UPLAND TRAILS**

**DEMOLITION, CLEARING, AND TESC PLAN**

**D-2**

SHEET NO. 6 OF 20

GENERAL TESC NOTES:

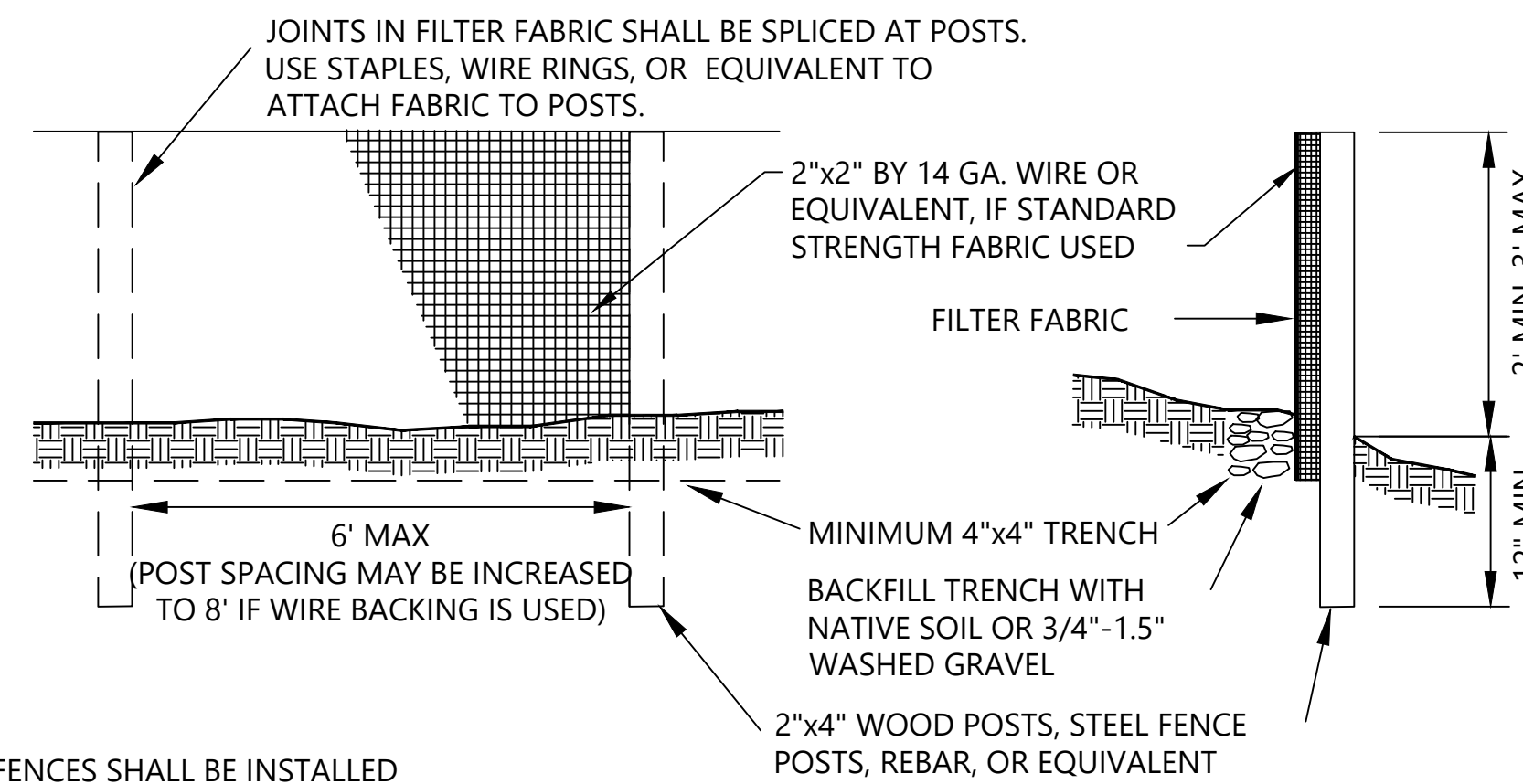
1. THE TESC FACILITIES SHOWN ON THESE DRAWINGS MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM OR LAKE WASHINGTON.
2. THE TESC FACILITIES SHOWN ON THESE DRAWINGS ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE TESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM OR LAKE WASHINGTON.
3. THE TESC FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED, REPAIRED, OR AUGMENTED AS NECESSARY--TO ENSURE THEIR CONTINUED FUNCTIONING.
4. STORM DRAIN INLETS OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT STORMWATER RUNOFF DOES NOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR TREATED TO REMOVE SEDIMENT. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED AFTER CONSTRUCTION, PRIOR TO PROJECT COMPLETION AND ACCEPTANCE. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER OFFSITE WITHOUT TREATMENT.
5. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT.
6. FROM OCTOBER 1 THROUGH APRIL 30, NO SOILS SHALL REMAIN EXPOSED AND UNWORKED FOR MORE THAN 2 DAYS. FROM MAY 1 TO SEPTEMBER 30, NO SOILS SHALL REMAIN EXPOSED AND UNWORKED FOR MORE THAN 7 DAYS. SOILS SHALL BE STABILIZED AT THE END OF THE SHIFT BEFORE A HOLIDAY OR WEEKEND IF NEEDED BASED ON THE WEATHER FORECAST. THESE STABILIZATION REQUIREMENTS APPLY TO ALL SOILS ON SITE, WHETHER AT FINAL GRADE OR NOT. THE CITY OF MERCER ISLAND MAY ADJUST THESE TIME LIMITS.
7. SOIL AND OTHER STOCKPILES MUST BE STABILIZED AND PROTECTED WITH SEDIMENT-TRAPPING MEASURES.
8. ALL POLLUTANTS, INCLUDING WASTE MATERIALS AND DEMOLITION DEBRIS, THAT OCCUR ON SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER.
9. MAINTENANCE AND REPAIR OF HEAVY EQUIPMENT AND VEHICLES AND OTHER ACTIVITIES WHICH MAY RESULT IN DISCHARGE OR SPILLAGE OF POLLUTANTS TO THE GROUND OR INTO STORMWATER RUNOFF MUST BE CONDUCTED USING SPILL PREVENTION MEASURES APPROVED BY THE CONTRACTING OFFICER OR HIS/HER REPRESENTATIVE. REPORT ALL SPILLS TO 911.
10. HIGHLY TURBID OR CONTAMINATED DEWATERING WATER SHALL BE HANDLED SEPARATELY FROM STORMWATER AND PROPERLY DISPOSED.

PROJECT SPECIFIC TESC NOTES:

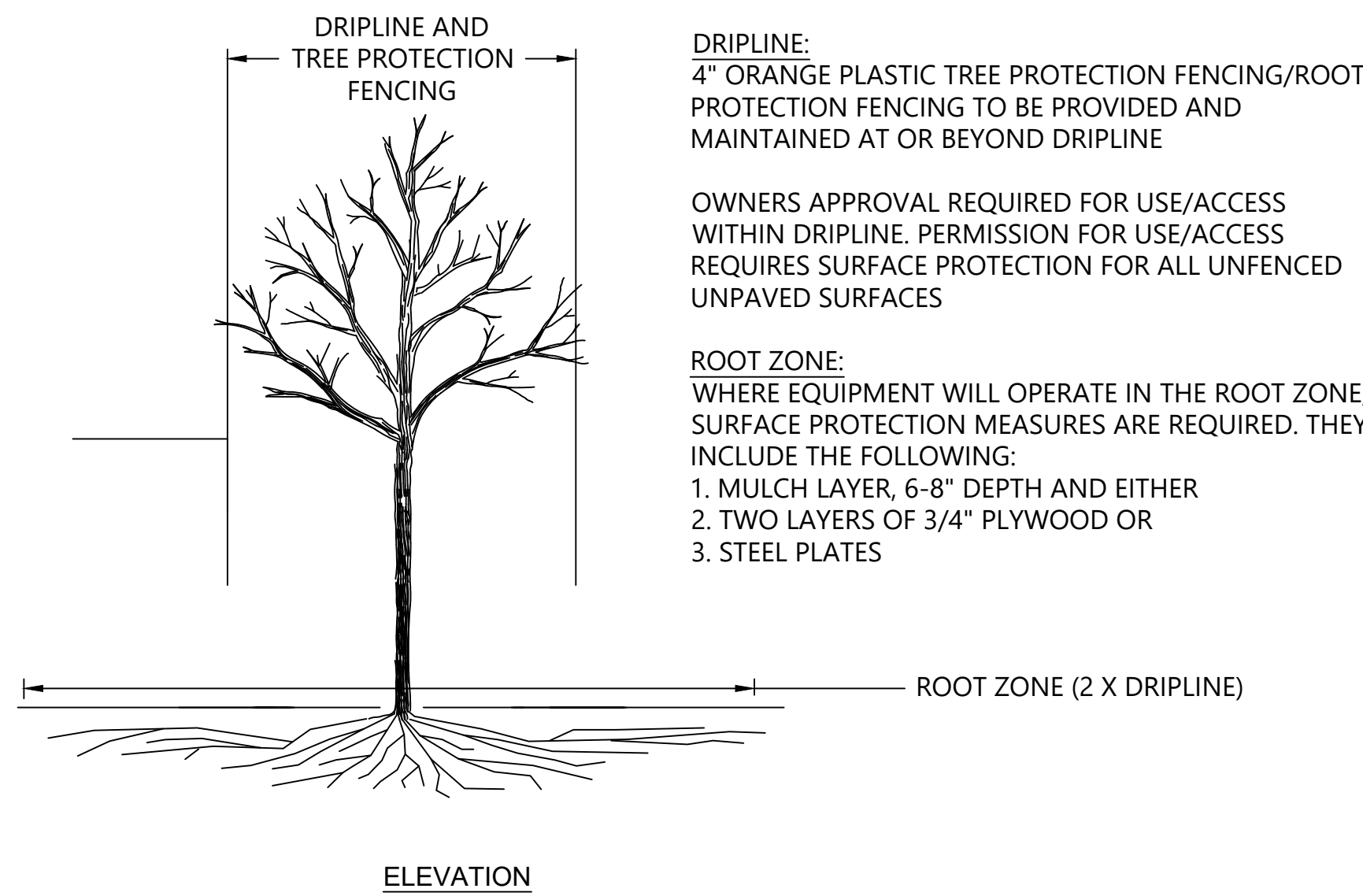
1. THE TESC PLAN DRAWINGS SHOWN ARE CONCEPTUAL. THE CONTRACTOR IS REQUIRED TO SUBMIT DETAILED TESC PLANS AND A CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR APPROVAL, AS REQUIRED BY THE SPECIFICATIONS.
2. WORK TO BE UNDERTAKEN BELOW THE ELEVATION OF THE ORDINARY HIGH WATER LINE SHALL COMPLY WITH APPLICABLE PERMIT REQUIREMENTS.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE CARE AND DIVERSION OF WATER DURING CONSTRUCTION IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL WATER QUALITY STANDARDS AND PROJECT PERMIT REQUIREMENTS.

CONSTRUCTION SEQUENCE:

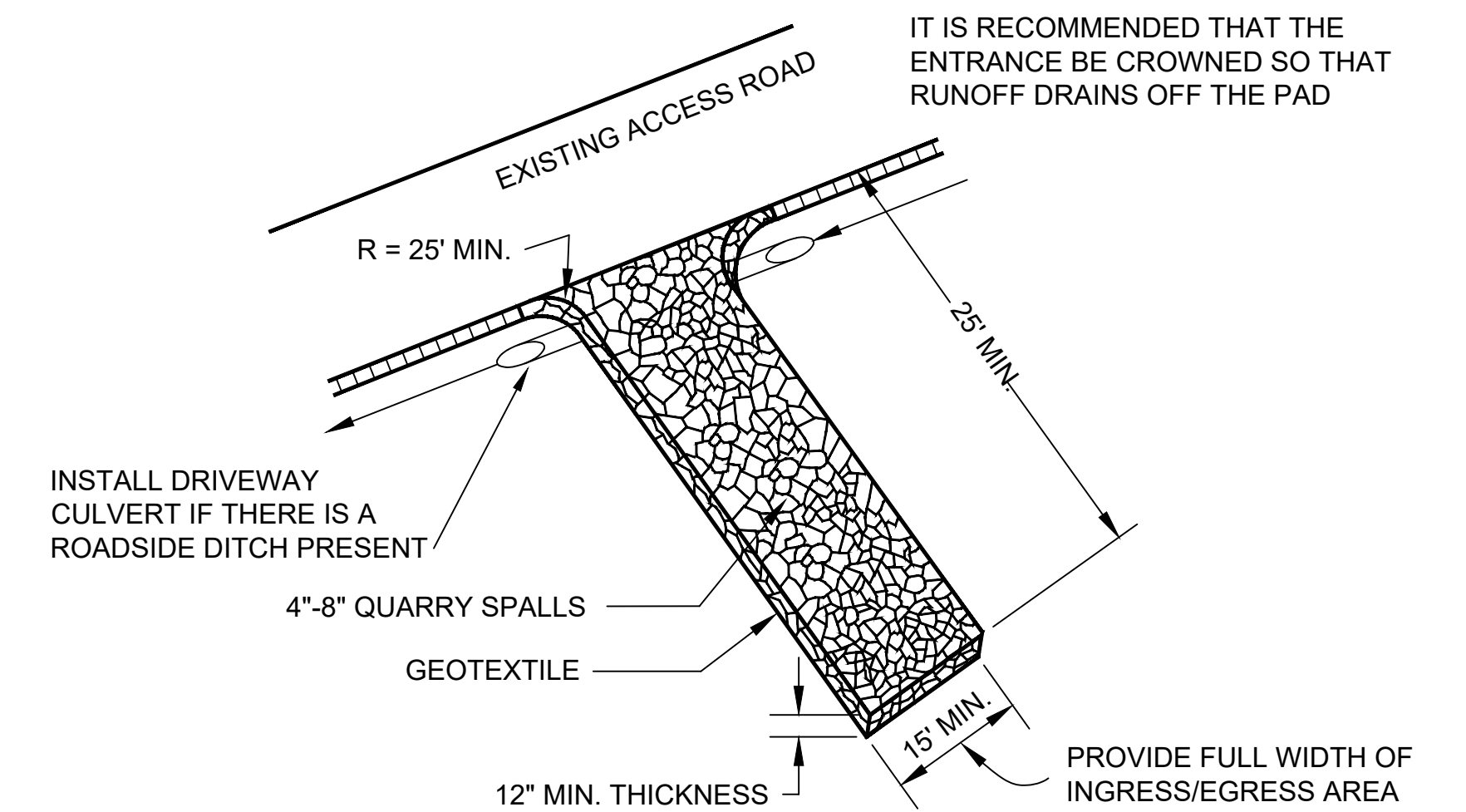
1. SCHEDULE AND CONDUCT A PRE-CONSTRUCTION CONFERENCE WITH THE CITY OF MERCER ISLAND. THIS MEETING SHALL BE HELD A MINIMUM OF 48 HOURS PRIOR TO THE START OF WORK.
2. FLAG CLEARING LIMITS AND EXISTING TREES TO REMAIN.
3. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE AND TEMPORARY CHAIN LINK CONSTRUCTION FENCING.
4. INSTALL SILT FENCING AND TREE PROTECTION FENCING.
5. COMPLETE CLEARING, GRADING, AND REMOVAL OF SURFACE FEATURES.
6. PERFORM GRADING AND INSTALLATION OF NEW SURFACE FEATURES.
7. DURING CONSTRUCTION, MAINTAIN AND UPGRADE TESC BMPS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE SITE.
8. AFTER CONSTRUCTION IS COMPLETE, STABILIZE EXPOSED SOILS WITH JUTE FABRIC, PLANTING, AND MULCHING.
9. REMOVE TESC BMPS.
10. SEQUENCE SHALL BE ADAPTED, AS NEEDED, FOR OPTIONAL ITEMS INCLUDED DURING CONSTRUCTION.



1 SILT FENCE DETAIL  
D-1 SCALE: NOT TO SCALE



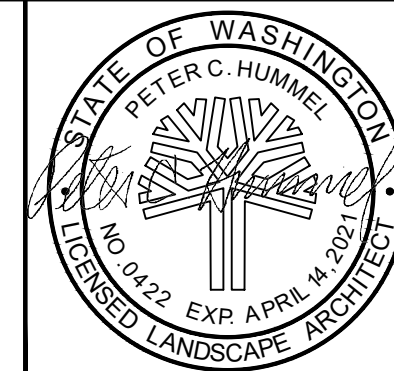
2 TREE PROTECTION DETAIL  
D-1 SCALE: NOT TO SCALE



3 STABILIZED CONSTRUCTION ENTRANCE DETAIL  
D-1 SCALE: NOT TO SCALE

NOTE:  
FILTER FABRIC FENCES SHALL BE INSTALLED ALONG CONTOUR WHENEVER POSSIBLE

100% DESIGN - NOT FOR CONSTRUCTION



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DESIGNED BY: P. HUMMEL  
DRAWN BY: C. HEWETT  
CHECKED BY: P. HUMMEL  
APPROVED BY: P. HUMMEL  
SCALE: AS NOTED  
DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION UPLAND TRAILS**

**DEMOLITION, CLEARING, TESC DETAILS & NOTES**

**D-3**

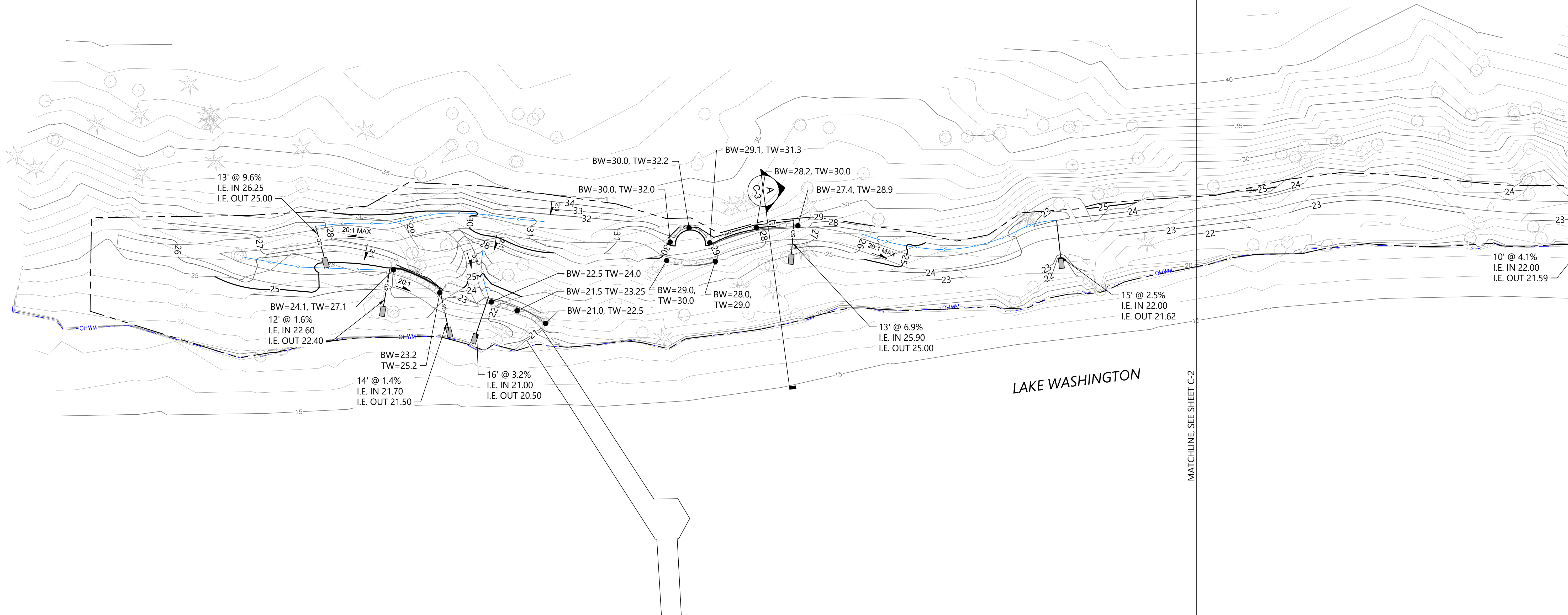
SHEET NO. 7 OF 20

K:\Projects\1018-City of Mercer Island\Calvin Landing and Luther Burbank\100% Design\20171018-PL-D001(Demo+TESC).dwg D-3

Mar 15, 2022 5:09pm chewett

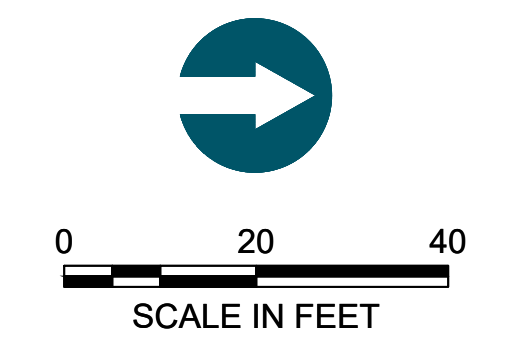
ONE INCH  
AT FULL SIZE IF NOT ONE  
INCH SCALE ACCORDINGLY

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\100% Design\_2017\1018-PL-C001(Grading)dwg C-1



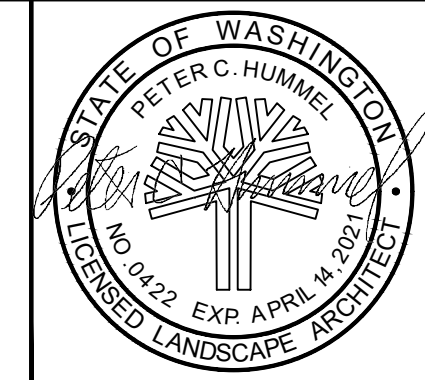
**LEGEND:**

- PROJECT LIMIT
- EXISTING CONTOUR IN FEET
- PROPOSED CONTOUR IN FEET
- EXISTING OHWM (18.67')
- SWALE FLOW LINE AND DIRECTION
- CROSS SECTION LOCATION
- 6" DIA. HDPE TRAIL CULVERT OR ROCKERY DRAIN OUTLET, BEVEL ENDS PER 5 CM-3
- 2' X 4' QUARRY SPALL ENERGY DISSIPATOR 5 CM-3



- NOTES:**
- HORIZONTAL DATUM:  
WASHINGTON STATE PLANE  
NORTH ZONE, NAD 83, U.S. FEET.
  - VERTICAL DATUM: NAVD 88

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REVISIONS				
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**SOUTH SHORELINE RESTORATION  
 UPLAND TRAILS**

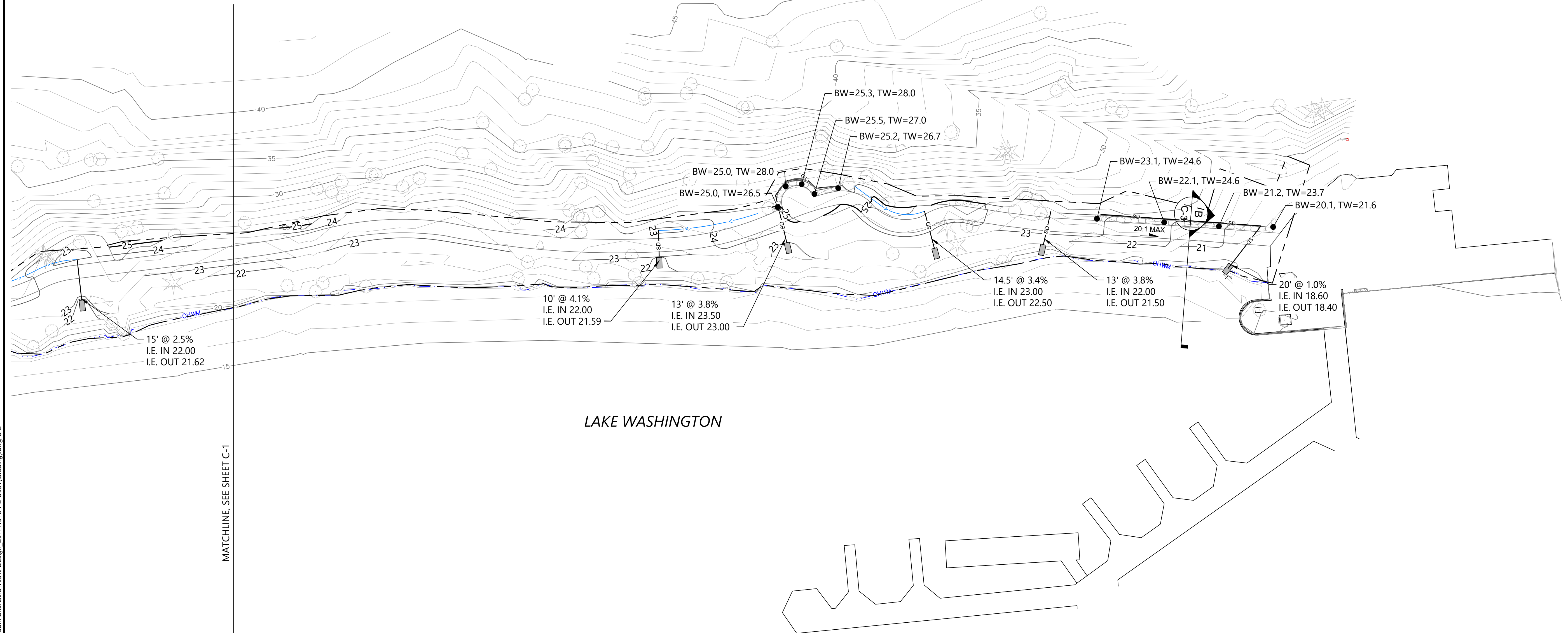
**GRADING PLAN**

**C-1**

SHEET NO. 8 OF 20

ONE INCH  
 AT FULL SIZE IF NOT ONE  
 INCH SCALE ACCORDINGLY

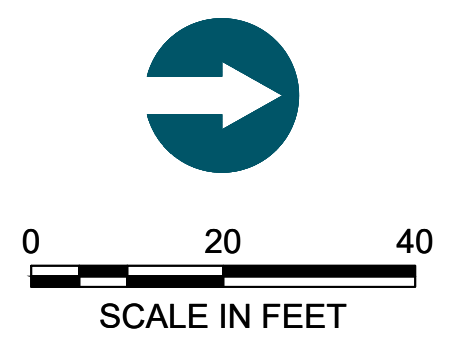
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Mar 15, 2022 5:09pm ch Hewett



LAKE WASHINGTON

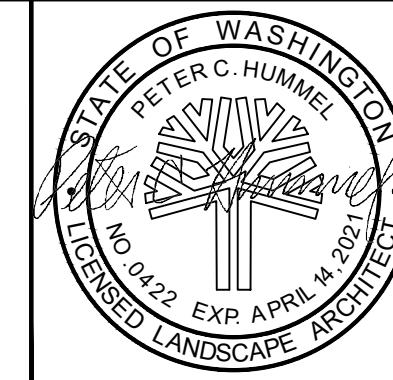
MATCHLINE, SEE SHEET C-1

- LEGEND:**
- PROJECT LIMIT
  - EXISTING CONTOUR IN FEET
  - PROPOSED CONTOUR IN FEET
  - EXISTING OHWM (18.67')
  - SWALE FLOW LINE AND DIRECTION
  - CROSS SECTION LOCATION
  - 6" DIA. HDPE TRAIL CULVERT OR ROCKERY DRAIN OUTLET, BEVEL ENDS PER 5 CM-3
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- NOTES:**
- HORIZONTAL DATUM:  
WASHINGTON STATE PLANE  
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  - VERTICAL DATUM: NAVD 88

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REVISIONS				
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**SOUTH SHORELINE RESTORATION  
 UPLAND TRAILS**

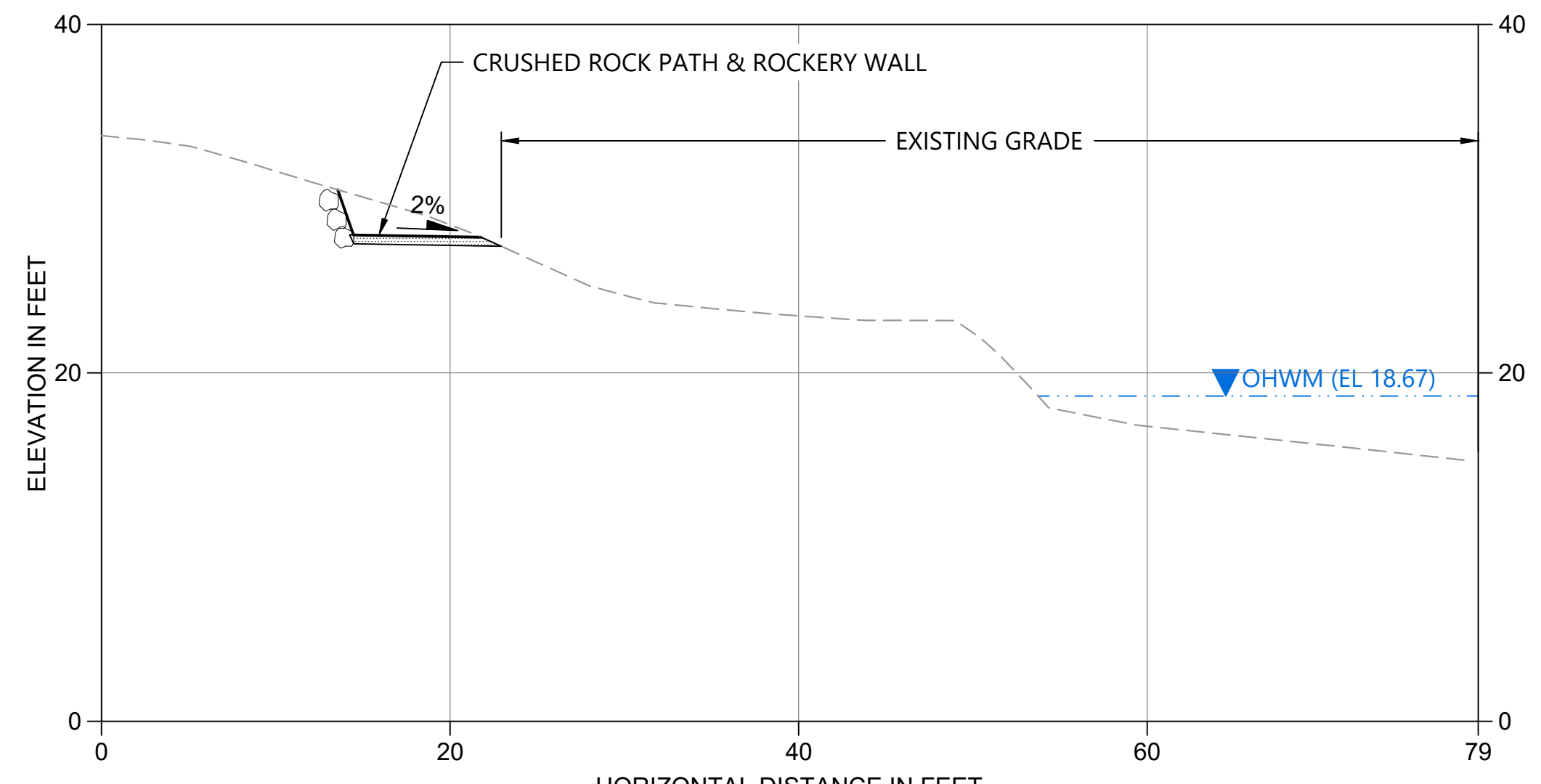
**GRADING PLAN**

**C-2**

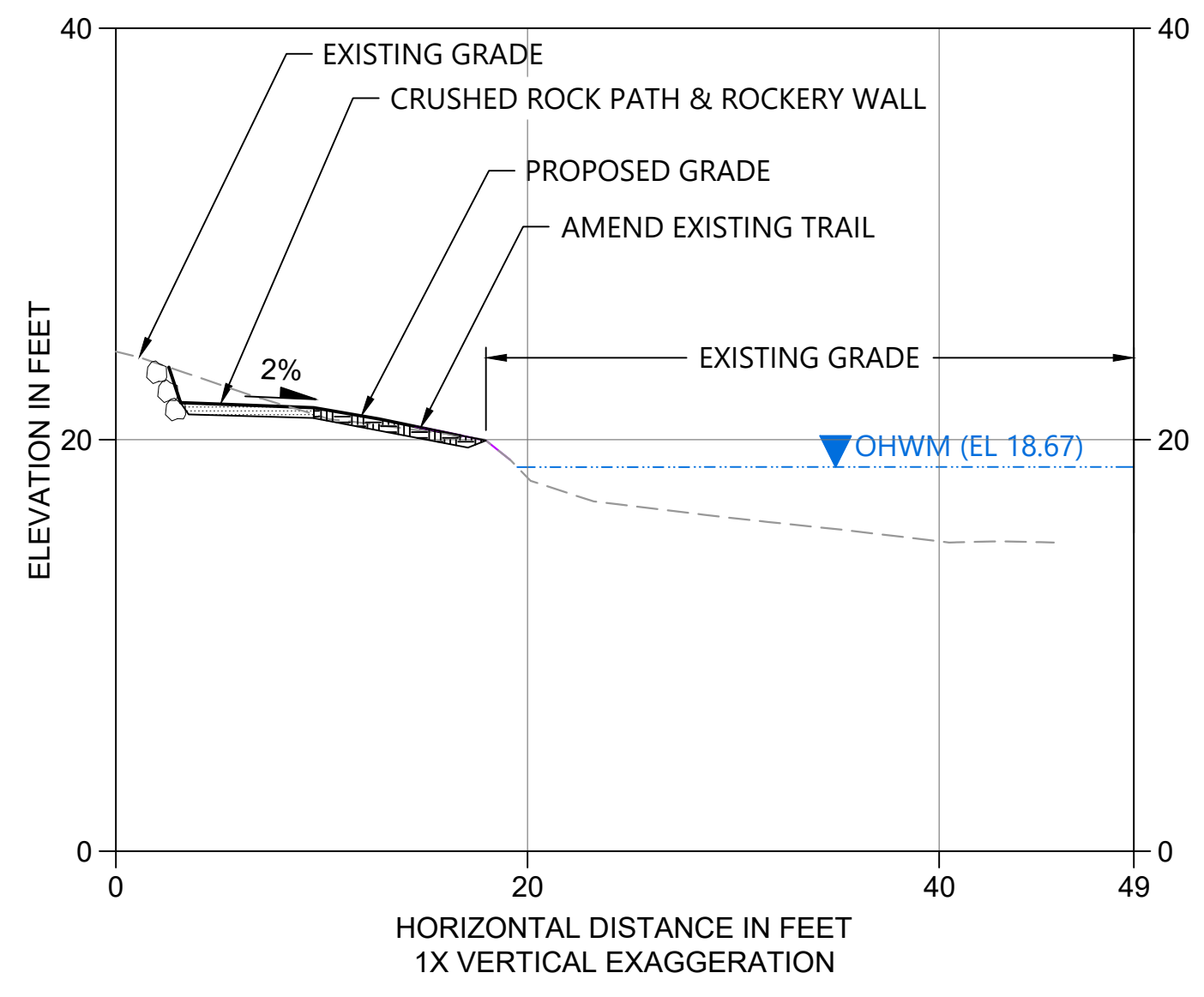
SHEET NO. 9 OF 20

ONE INCH  
AT FULL SIZE IF NOT ONE  
INCH SCALE ACCORDINGLY





**A** SECTION A  
C-1 SCALE: 1" = 8'



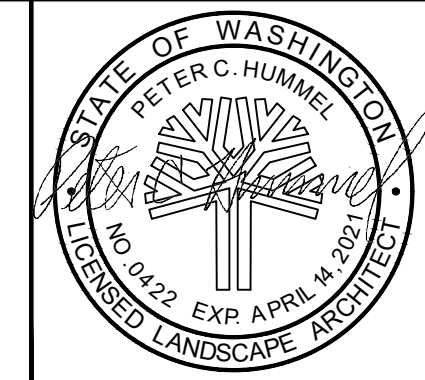
**B** SECTION B  
C-2 SCALE: 1" = 8'

- NOTES:
- HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  - VERTICAL DATUM: NAVD 88

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REVISIONS				
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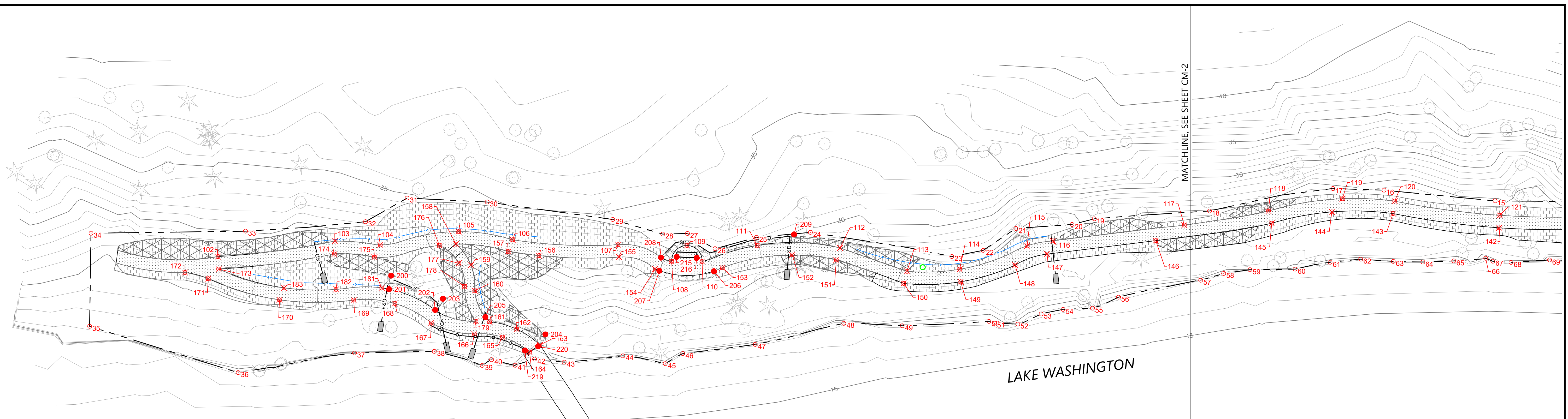
**SOUTH SHORELINE RESTORATION  
 UPLAND TRAILS**

**GRADING CROSS SECTIONS**

**C-3**

SHEET NO. 10 OF 20

K:\Projects\1018-City of Mercer Island\Calakas Landing and Luther Burbank\100% Design\20171018-PL-CM001 (Materials) dwg CM-1



CONTROL POINTS - PROJECT LIMITS		
POINT #	NORTHING	EASTING
1	218573.6	1297145.4
2	218549.0	1297136.4
3	218544.4	1297151.9
4	218514.3	1297144.5
5	218503.9	1297149.3
6	218452.0	1297146.4
7	218436.1	1297146.5
8	218425.3	1297142.0
9	218416.3	1297140.2
10	218407.3	1297138.4
11	218393.4	1297136.1
12	218384.7	1297137.7
13	218378.7	1297148.5
14	218329.0	1297156.3
15	218300.7	1297156.1
16	218256.4	1297151.8
17	218236.0	1297151.2
18	218186.8	1297160.1
19	218140.8	1297163.3
20	218131.9	1297165.5
21	218109.5	1297167.1
22	218096.5	1297175.9
23	218084.0	1297178.3
24	218027.6	1297168.7
25	218006.0	1297170.7
26	217989.5	1297175.2
27	217978.5	1297169.1
28	217968.6	1297169.4
29	217948.7	1297163.5

CONTROL POINTS - PROJECT LIMITS		
POINT #	NORTHING	EASTING
30	217898.6	1297156.6
31	217866.6	1297155.0
32	217850.0	1297164.4
33	217802.2	1297168.2
34	217740.5	1297169.0
35	217740.0	1297206.2
36	217799.2	1297224.7
37	217845.7	1297216.8
38	217877.5	1297216.2
39	217896.6	1297221.8
40	217900.4	1297219.5
41	217909.7	1297221.7
42	217917.5	1297219.3
43	217929.3	1297220.5
44	217952.8	1297218.0
45	217969.6	1297221.1
46	217976.6	1297217.1
47	218005.5	1297213.4
48	218040.9	1297205.0
49	218064.2	1297206.0
50	218098.8	1297204.2
51	218101.0	1297204.9
52	218110.3	1297205.3
53	218119.6	1297201.3
54	218128.4	1297199.4
55	218140.1	1297198.9
56	218150.5	1297194.6
57	218183.3	1297187.8
58	218192.5	1297185.1

CONTROL POINTS - PROJECT LIMITS		
POINT #	NORTHING	EASTING
59	218202.9	1297183.6
60	218220.9	1297183.4
61	218234.9	1297180.6
62	218247.1	1297179.4
63	218260.1	1297180.3
64	218271.9	1297180.5
65	218284.3	1297180.1
66	218297.0	1297179.0
67	218299.8	1297180.2
68	218307.1	1297180.7
69	218322.5	1297179.7
70	218334.9	1297179.7
71	218342.4	1297179.5
72	218375.5	1297182.1
73	218379.0	1297179.6
74	218403.9	1297182.7
75	218420.5	1297183.4
76	218439.4	1297178.9
77	218458.8	1297174.1
78	218484.1	1297169.5
79	218490.9	1297168.8
80	218519.0	1297171.8
81	218526.8	1297171.5
82	218533.1	1297172.8
83	218543.6	1297173.6
84	218551.1	1297173.6
85	218556.4	1297176.1
86	218568.4	1297178.9
87	218575.2	1297157.5

CONTROL POINTS - PATH		
POINT #	NORTHING	EASTING
100	218571.3	1297160.3
101	218567.6	1297165.1
102	217791.2	1297178.3
103	217837.8	1297172.2
104	217856.0	1297173.7
105	217887.2	1297168.4
106	217908.8	1297171.6
107	217950.8	1297173.6
108	217972.2	1297180.3
109	217978.3	1297173.9
110	217984.4	1297180.3
111	218006.4	1297173.9
112	218039.4	1297174.9
113	218066.1	1297184.2
114	218087.1	1297183.4
115	218114.1	1297174.0
116	218124.3	1297172.0
117	218176.8	1297165.8
118	218210.3	1297160.2
119	218239.8	1297155.2
120	218260.7	1297156.2
121	218302.6	1297161.9
122	218344.9	1297162.0
123	218386.2	1297150.9
124	218389.7	1297142.9
125	218397.6	1297146.8
126	218407.5	1297144.6
127	218418.8	1297148.8
128	218431.9	1297155.2

CONTROL POINTS - PATH		
POINT #	NORTHING	EASTING
129	218442.6	1297151.6
130	218454.5	1297150.4
131	218485.6	1297154.6
132	218469.1	1297157.7
133	218453.7	1297155.3
134	218446.6	1297155.5
135	218440.2	1297158.6
136	218426.5	1297159.6
137	218415.0	1297152.0
139	218384.1	1297157.4
140	218365.1	1297163.9
141	218345.2	1297167.0
142	218302.4	1297166.9
143	218260.0	1297161.2
144	218235.6	1297160.5
145	218211.6	1297165.0
146	218165.4	1297172.0
147	218122.0	1297177.4
148	218109.3	1297181.8
149	218087.5	1297188.4
150	218064.8	1297189.1
151	218037.9	1297179.7
152	218020.3	1297177.7
153	217992.4	1297182.8
154	217965.6	1297183.3
155	217951.2	1297178.6
156	217919.2	1297178.0
157	217907.0	1297176.3
158	217886.1	1297173.4

CONTROL POINTS - PATH		
POINT #	NORTHING	EASTING
159	217892.1	1297181.8
160	217893.6	1297192.0
161	217899.5	1297204.4
162	217910.4	1297207.3
163	217919.6	1297213.7
164	217915.5	1297216.5
165	217904.7	1297210.5
166	217893.5	1297209.2
167	217876.3	1297204.8
168	217861.8	1297197.1
169	217845.3	1297195.7
170	217815.7	1297195.6
171	217787.3	1297187.2
172	217778.0	1297184.7
173	217791.5	1297183.3
174	217837.6	1297177.4
175	217853.6	1297178.6
176	217879.5	1297173.9
177	217887.3	1297181.0
178	217889.6	1297190.2
179	217894.1	1297204.2
181	217856.5	1297190.8
182	217838.3	1297191.4
183	217817.5	1297190.8

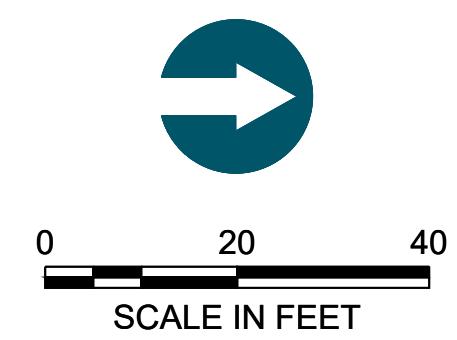
CONTROL POINTS - MISCELLANEOUS			
POINT #	NORTHING	EASTING	DESCRIPTION
200	217860.3	1297185.9	WALL
201	217859.5	1297191.3	WALL
202	217877.8	1297199.7	WALL
203	217880.9	1297195.2	WALL
204	217921.8	1297209.4	WALL
205	217897.9	1297202.5	WALL
206	217989.1	1297184.2	WALL
207	217967.3	1297184.0	WALL
208	217968.0	1297178.8	WALL
209	218021.1	1297169.5	WALL
210	218382.7	1297152.5	WALL
211	218407.0	1297139.3	WALL
212	218448.1	1297149.7	WALL

CONTROL POINTS - MISCELLANEOUS			
POINT #	NORTHING	EASTING	DESCRIPTION
213	218458.4	1297150.1	WALL
214	218485.9	1297160.7	WALL
215	217974.2	1297178.5	BENCH
216	217982.2	1297178.9	BENCH
217	218387.3	1297148.6	BENCH
218	218394.7	1297145.6	BENCH
219	217913.6	1297215.8	COBBLE
220	217918.9	1297214.2	COBBLE
223	218503.0	1297154.8	WALL
224	218568.8	1297158.8	WALL
225	218530.0	1297163.4	WALL

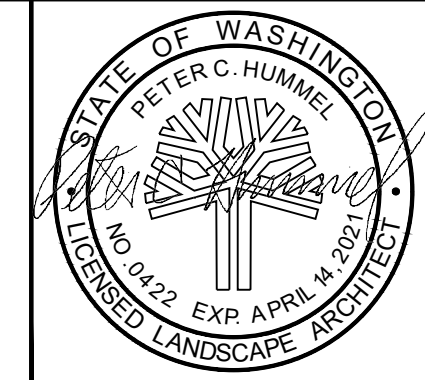
- LEGEND:**
- PROJECT LIMIT
  - EXISTING CONTOUR IN FEET
  - PROPOSED CONTOUR IN FEET
  - EXISTING OHWM (18.67')
  - SWALE FLOW LINE AND DIRECTION
  - CONTROL POINT (PROJECT LIMITS)
  - CONTROL POINT (PROPOSED PATH)
  - CONTROL POINT (PROPOSED FEATURE)

- CRUSHED ROCK PATH (4 CM-3)
- SPLIT RAIL FENCE (3 CM-3)
- ROCKERY WALL (2 CM-3)
- WOOD CHIP MULCH - 3" DEPTH
- JUTE FABRIC (1 CM-3)
- SURFACE MOUNTED BENCH ON 2' X 6' CONCRETE SLAB (6 CM-4)
- FUTURE INTERPRETIVE SIGN LOCATION

- NOTES:**
- HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  - VERTICAL DATUM: NAVD 88



100% DESIGN - NOT FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

DESIGNED BY: P. HUMMEL  
 DRAWN BY: C. HEWETT  
 CHECKED BY: P. HUMMEL  
 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION UPLAND TRAILS**  
**CONSTRUCTION MATERIALS & LAYOUT PLAN**

**CM-1**  
 SHEET NO. 11 OF 20

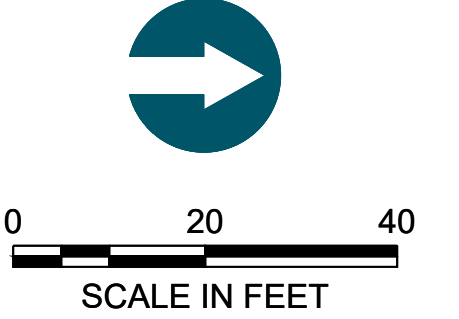
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**LEGEND:**

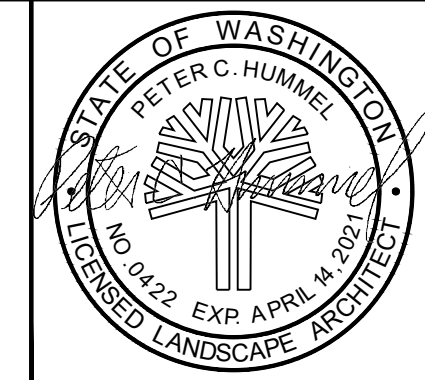
- PROJECT LIMIT
- 5 EXISTING CONTOUR IN FEET
- 20 PROPOSED CONTOUR IN FEET
- EXISTING OHWM (18.67')
- SWALE FLOW LINE AND DIRECTION
- CONTROL POINT (PROJECT LIMITS)
- CONTROL POINT (PROPOSED PATH)
- CONTROL POINT (PROPOSED FEATURE)

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- FUTURE INTERPRETIVE SIGN LOCATION



- NOTES:
- HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  - VERTICAL DATUM: NAVD 88
  - SEE SHEET CM-1 FOR CONTROL POINT TABLE.

100% DESIGN - NOT FOR CONSTRUCTION



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1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

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 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

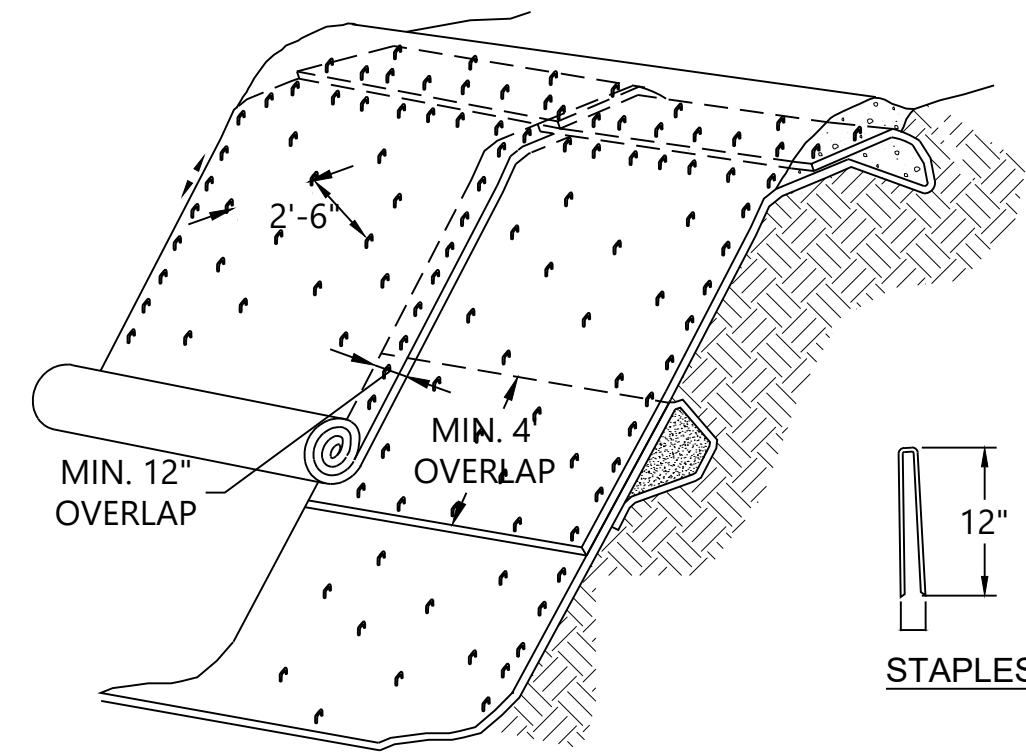
**SOUTH SHORELINE RESTORATION UPLAND TRAILS**

**CONSTRUCTION MATERIALS & LAYOUT PLAN**

**CM-2**

SHEET NO. 12 OF 20

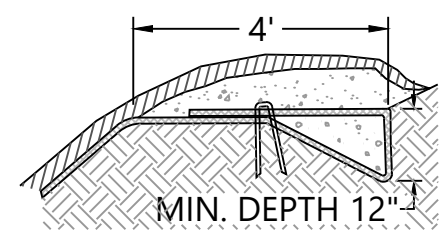
ONE INCH = 40 FEET  
 AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY



**JUTE FABRIC INSTALLATION, TOP OF SLOPE ISOMETRIC VIEW**  
NOT TO SCALE

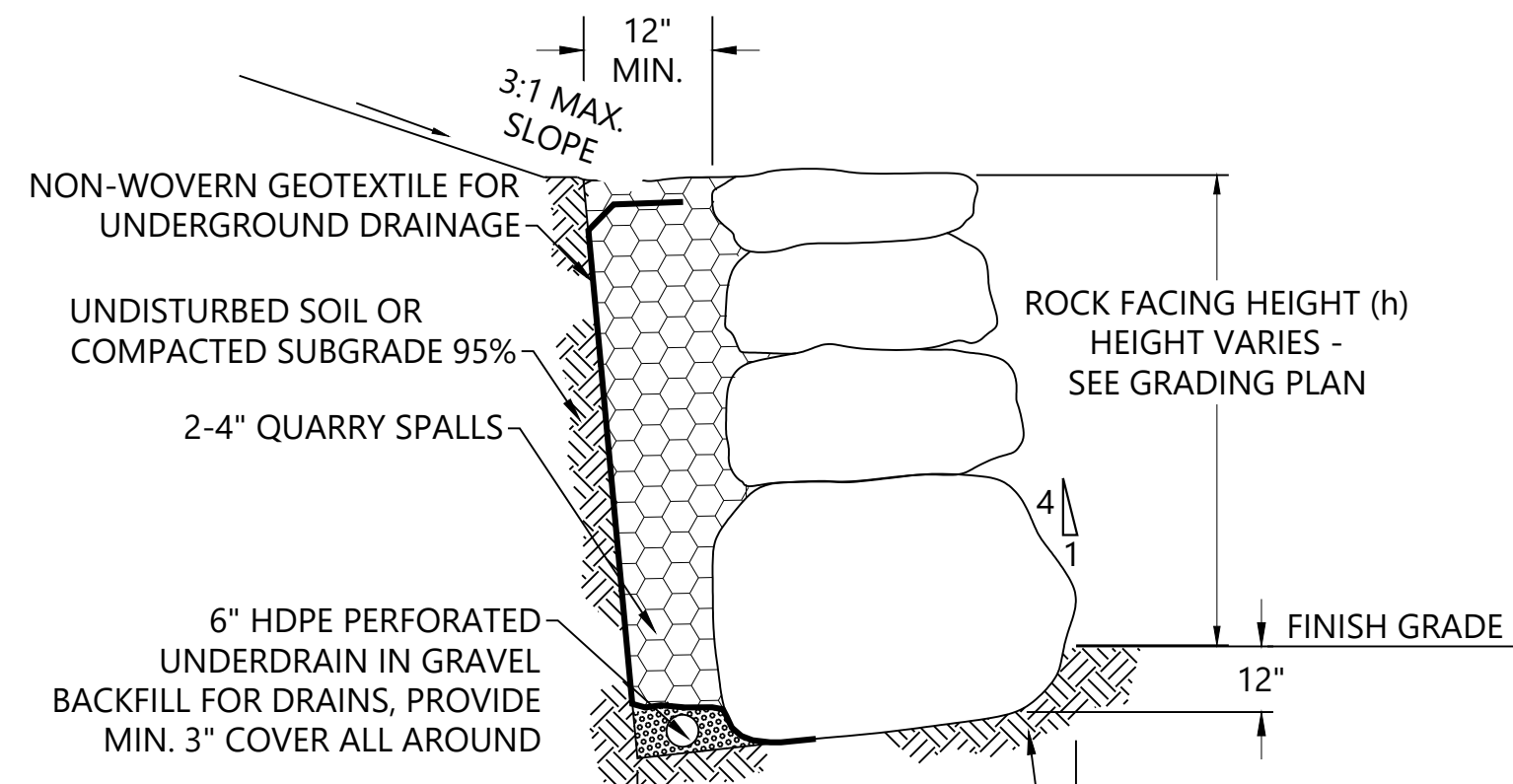
NOTES:

1. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS AND GRASS. MATS/BLANKETS SHALL HAVE GOOD SOIL CONTACT. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.
2. MATS/BLANKETS SHOULD BE INSTALLED VERTICALLY DOWNSLOPE.
3. INSTALL JUTE MAT OVER ENTIRE PLANTING AREA. AVOID EXISTING TREES AND EXISTING STUMPS.
4. WATTLES SHALL BE PLACED OVER JUTE MATTING. EXCAVATE WATTLE TRENCH (SEE DETAIL XX) PRIOR TO PLACING JUTE FABRIC.
5. JUTE FABRIC SHALL BE ROLLED IN A CONTROLLED FASHION. INSTALL STAPLES AS MAT IS UNROLLED. FABRIC SHALL NOT BE ALLOWED TO ROLL DOWN THE SLOPE ON ITS OWN.



**TOP OF SLOPE ANCHOR DETAIL**

**1 JUTE FABRIC SLOPE PROTECTION**  
SCALE: 1/2"=1'



**TYP. SECTION**

PROVIDE A FIRM AND NON-YIELDING FOUNDATION UNDER ALL ROCKERY WALLS. CONSULT ENGINEER IF UNSUITABLE SUBGRADE CONDITIONS ARE ENCOUNTERED DURING FOUNDATION PREPARATION.

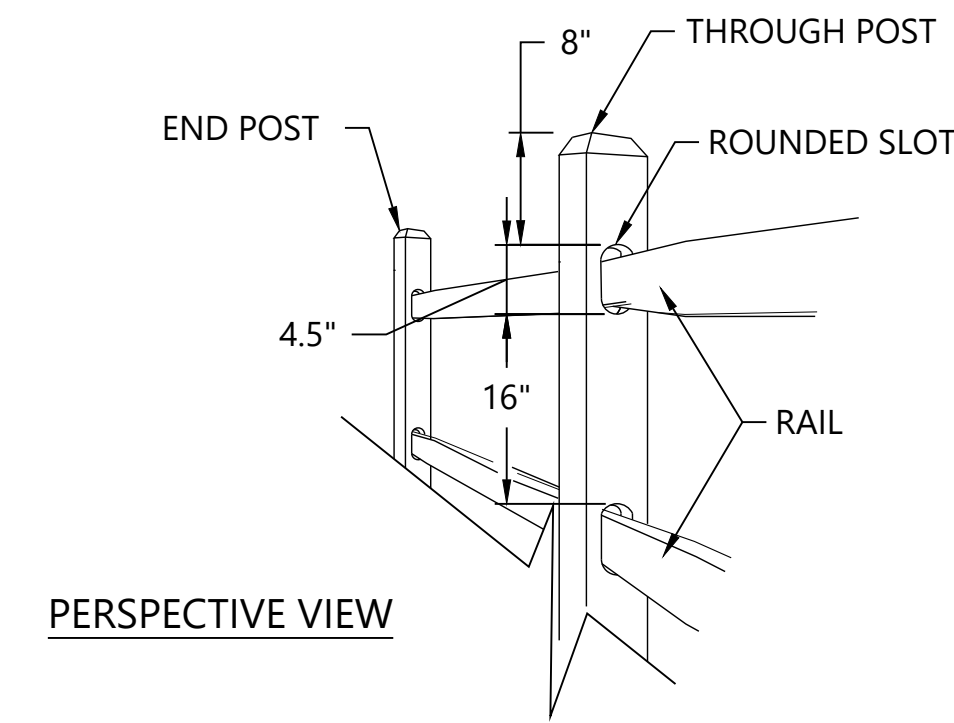
(h)	MINIMUM ROCK (d)	SIZE(BASE)	SIZE(TOP)
2 FEET	12 INCHES	2-MAN	1-MAN
4 FEET	12 INCHES	3-MAN	2-MAN

ROCK FOR ROCK WALL SIZES ARE APPROXIMATE AS FOLLOWS:

ROCK SIZE	ROCK WEIGHT (LBS.)	AVERAGE DIMENSION (IN.)
ONE MAN	50 - 200	12 - 18
TWO MAN	200 - 700	18 - 28
THREE MAN	700 - 2,000	28 - 36

NOTE: FROM WSDOT STANDARD SPECIFICATIONS 2006.

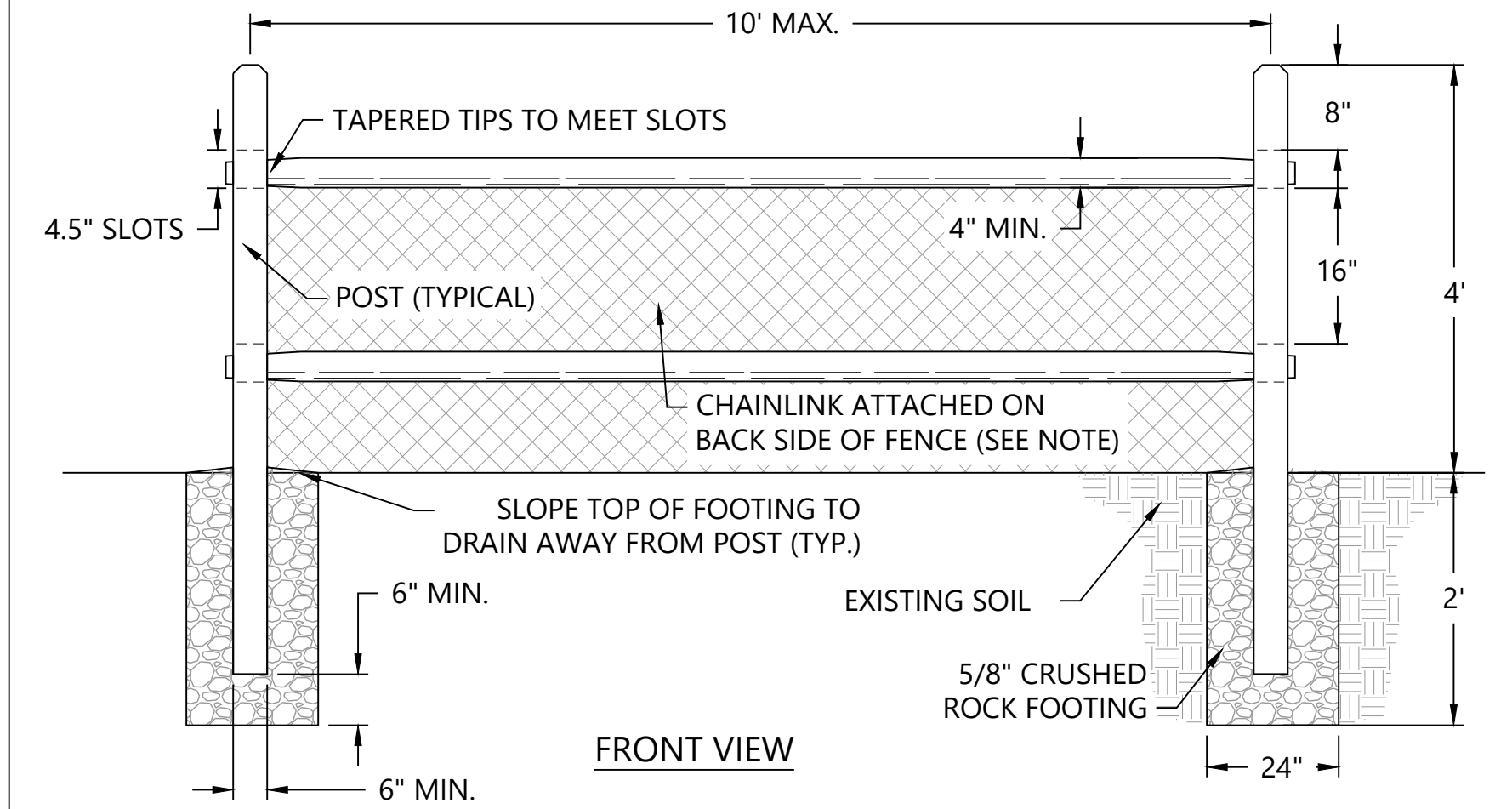
**2 ROCKERY WALL**  
SCALE: 1"=1'



**PERSPECTIVE VIEW**

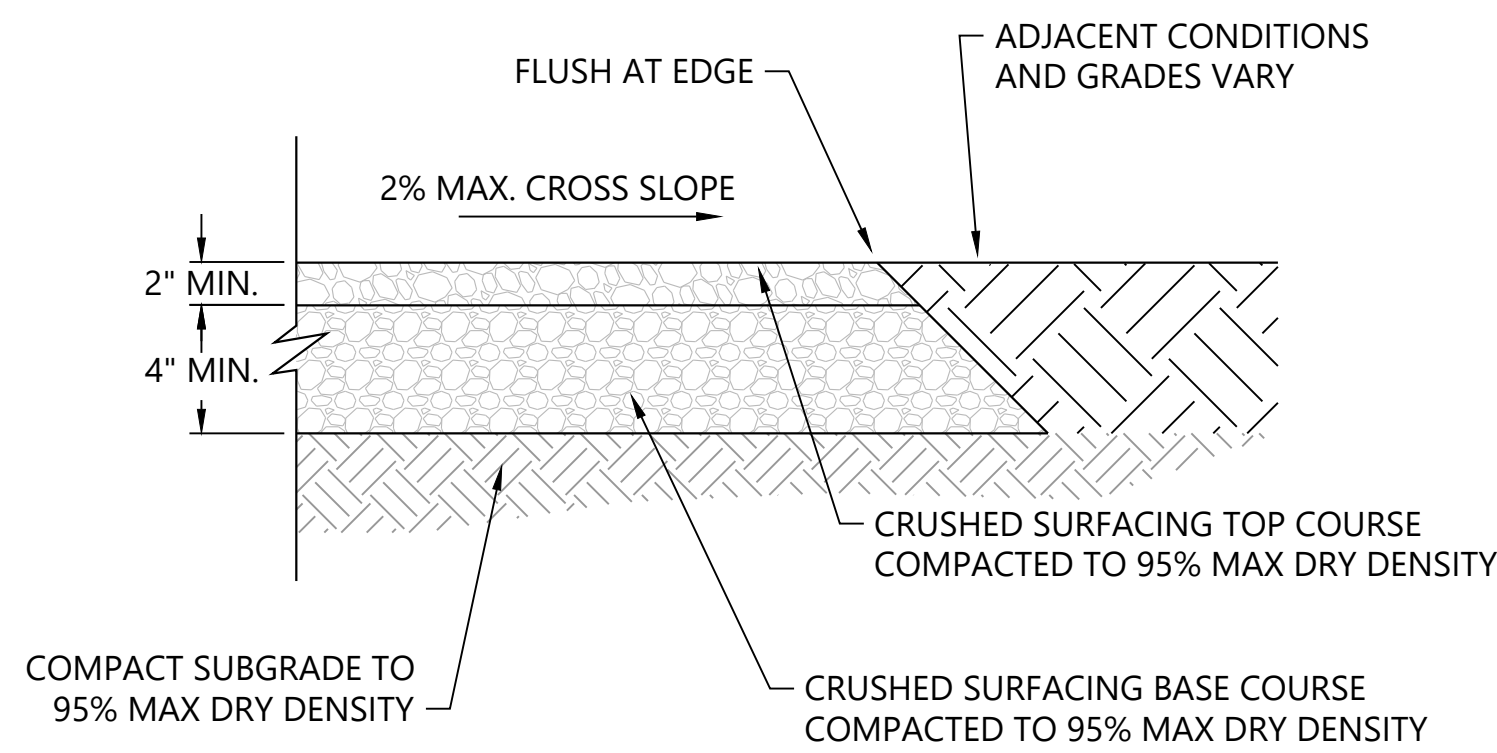
NOTES:

1. RAIL SHALL NOT CONTINUE THROUGH END POST.
2. STAPLE CHAINLINK FENCING TO POSTS USING 1 1/4" FENCING STAPLES, MAXIMUM SPACING BETWEEN STAPLES ON POST 12".
3. BURY BOTTOM EDGE OF CHAINLINK A MINIMUM OF 4-INCHES BELOW GRADE.
4. CHAINLINK SHALL BE BLACK VINYL-COATED 9 GAUGE.

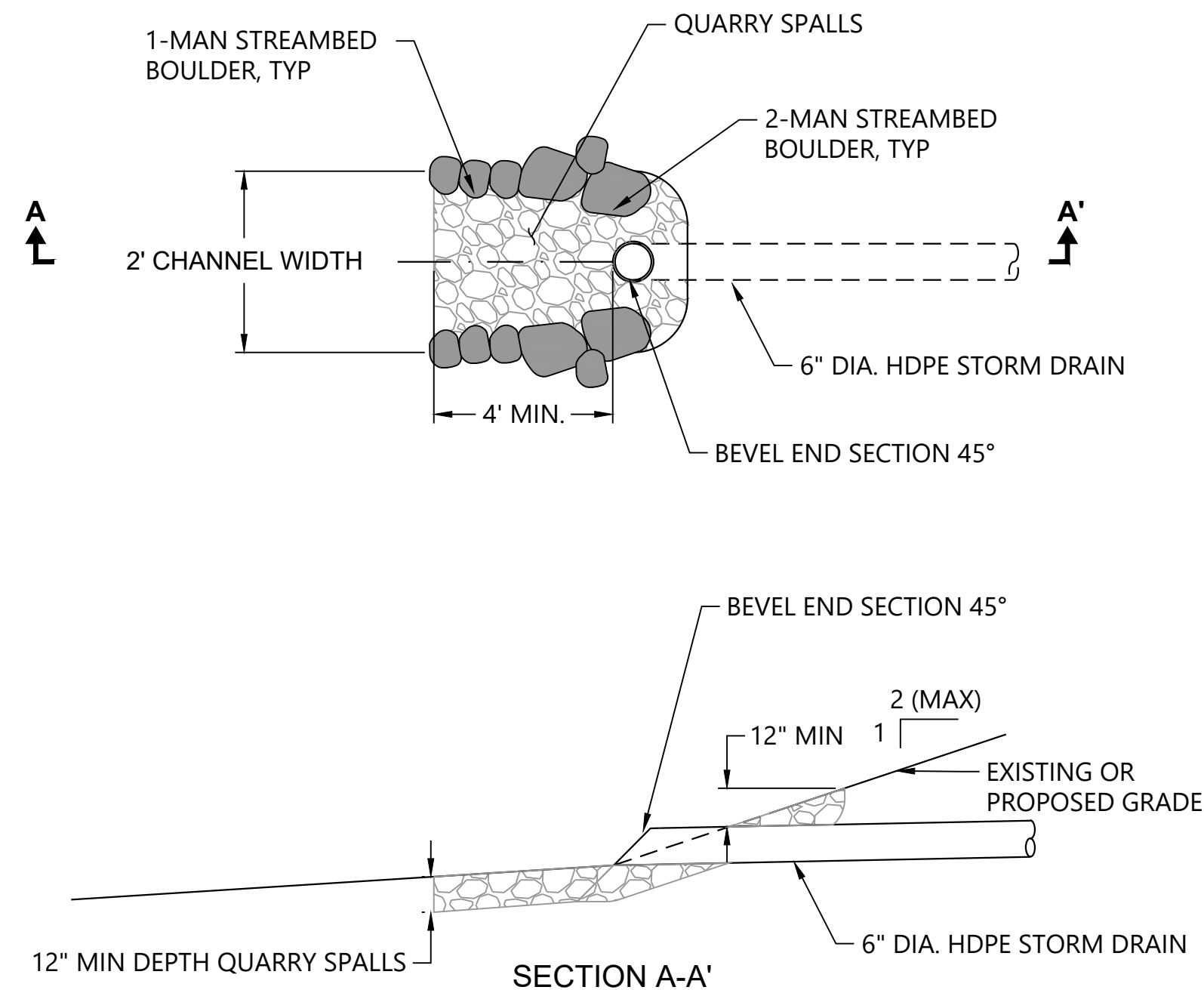


**FRONT VIEW**

**3 SPLIT RAIL FENCE**  
SCALE: 1/2"=1'



**4 CRUSHED ROCK PATH**  
SCALE: NOT TO SCALE

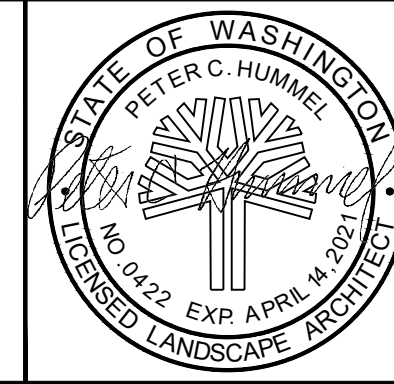


**SECTION A-A'**

**5 TRAIL CULVERT AND ENERGY DISSIPATOR**  
SCALE: 1"=4'

100% DESIGN - NOT FOR CONSTRUCTION

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\100% Design\2017\1018-PL-CM001 (Materials) &wp CM-3



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

DESIGNED BY: P. HUMMEL  
DRAWN BY: C. HEWETT  
CHECKED BY: P. HUMMEL  
APPROVED BY: P. HUMMEL  
SCALE: AS NOTED  
DATE: 3/15/2022

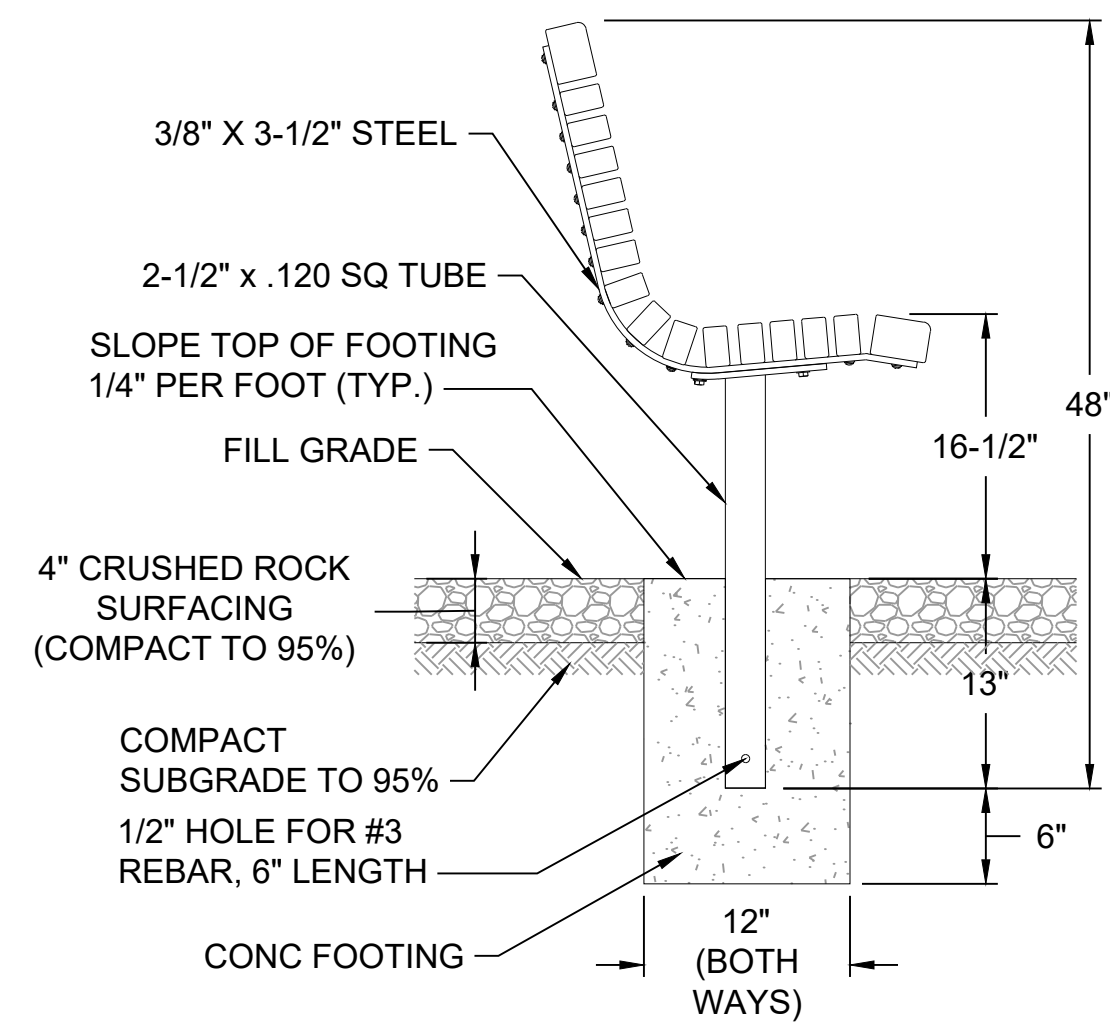
**SOUTH SHORELINE RESTORATION UPLAND TRAILS**

**CONSTRUCTION DETAILS**

**CM-3**

SHEET NO. 13 OF 20

ONE INCH  
AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY

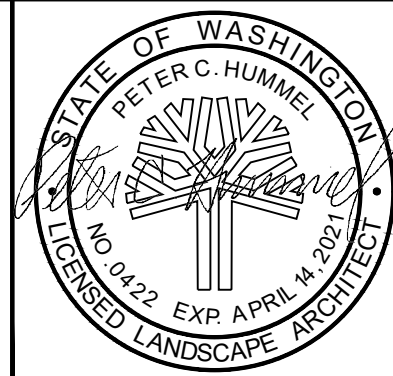


6 EMBED-MOUNTED BENCH IN CONC FOOTING  
 CM-1/2 SCALE: 1" = 1'

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\100% Design\_2017\1018-PL-CM001(Materials)dwg CM-4  
 Mar 15, 2022 5:09pm chewett

100% DESIGN - NOT FOR CONSTRUCTION

ONE INCH  
 AT FULL SIZE IF NOT ONE  
 INCH SCALE ACCORDINGLY



REVISIONS				
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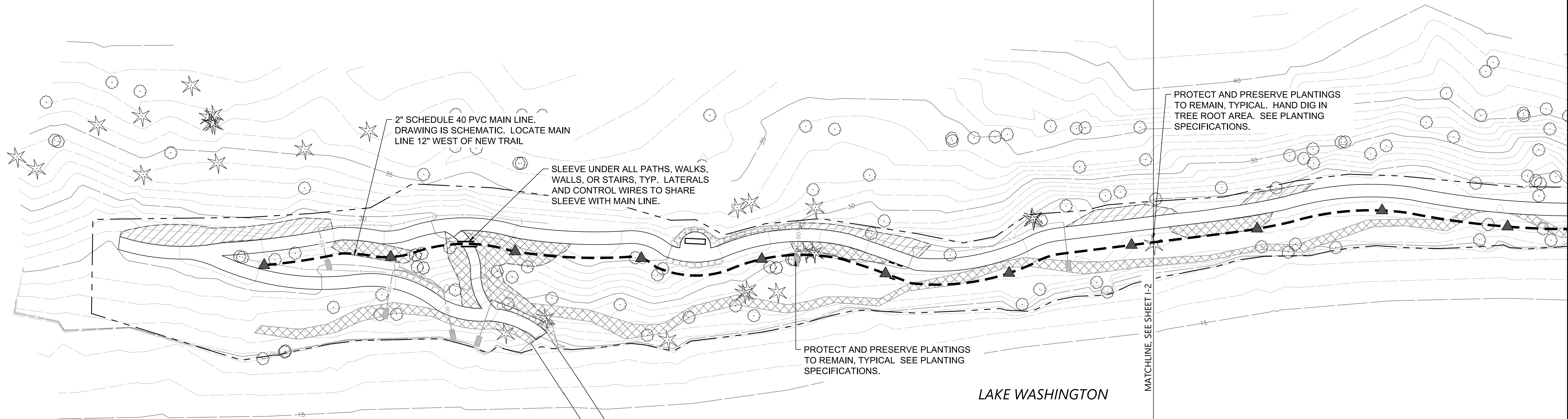
**SOUTH SHORELINE RESTORATION  
 UPLAND TRAILS**

**CONSTRUCTION DETAILS**

**CM-4**

SHEET NO. 14 OF 20

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 Mar 15, 2022 5:09pm chewett

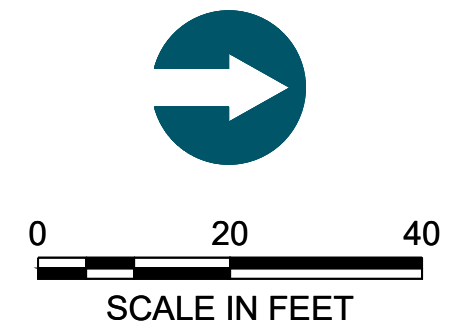


**IRRIGATION EQUIPMENT LEGEND**

SYMBOL	DESCRIPTION
▲	QUICK COUPLER VALVE - RAIN BIRD 44DLRC NON-POTABLE AS DETAILED
—	2" SCHEDULE 40 PURPLE NON-POTABLE PVC MAIN LINE
- - - - -	4" CLASS 200 PVC SLEEVE

**IRRIGATION NOTES**

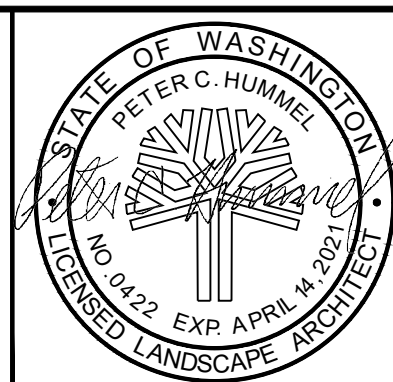
1. SYSTEM DRAWS WATER FROM LAKE WASHINGTON. ALL COMPONENTS, INCLUDING PIPE, VALVES, VALVE BOXES, QUICK COUPLERS AND HEADS SHALL HAVE FACTORY PURPLE MARKINGS DESIGNATING NON-POTABLE WATER. NON-POTABLE SIGNAGE BY OWNER.
2. PROVIDE SPARE WIRES AT ENDS OF MAINLINES AS INDICATED ON PLANS. LABEL ALL WIRES AS THEY PASS THROUGH EACH INTERMEDIATE VAULT.
3. STAKE ALL VALVE BOX LOCATIONS FOR APPROVAL. VALVE BOXES SHALL BE LOCATED IN CLUSTERS FOR CONVENIENCE IN WIRING DECODERS. PLAN IS DIAGRAMMATIC.
4. SET VALVE BOXES SQUARE TO ADJACENT BUILDING, CURB, OR PAVING.
5. ALL IRRIGATION UNDER BUILDINGS, ROADS, WALKS, PARKING AREAS OR OTHER PAVED SURFACES SHALL BE SLEEVED, WHETHER SHOWN OR NOT. SLEEVES SHALL MINIMUM 4" DIAMETER, OR AS INDICATED. SLEEVING MAY BE INCLUDED FOR FUTURE WORK.
6. ALL PIPE OR EQUIPMENT SHOWN IN PAVING ADJACENT AND PARALLEL TO PLANTED AREAS IS INTENDED TO BE PLACED IN THAT AREA WHERE POSSIBLE. ALL MATERIAL TO BE INSTALLED ON OWNERS PROPERTY.
7. MAKE ANY AND ALL REQUIRED ADJUSTMENTS TO THE IRRIGATION PLAN TO ASSURE COMPLETE AND ADEQUATE COVERAGE WITH MINIMUM OVERSPRAY.
8. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
9. MAIN LINES SHALL HAVE 24" MINIMUM COVER AND 30" MAXIMUM COVER.
10. ONE MAIN LINE ISOLATION VALVE PER VALVE BOX.
11. PROTECT AND PRESERVE EXISTING TREES TO REMAIN. HAND DIG ONLY WITHIN ROOT ZONES.



**NOTES:**

1. HORIZONTAL DATUM:  
WASHINGTON STATE PLANE  
NORTH ZONE, NAD 83, U.S. FEET.
2. VERTICAL DATUM: NAVD 88

100% DESIGN - NOT FOR CONSTRUCTION



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 DRAWN BY: C. HEWETT  
 CHECKED BY: P. HUMMEL  
 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION  
 UPLAND TRAILS**

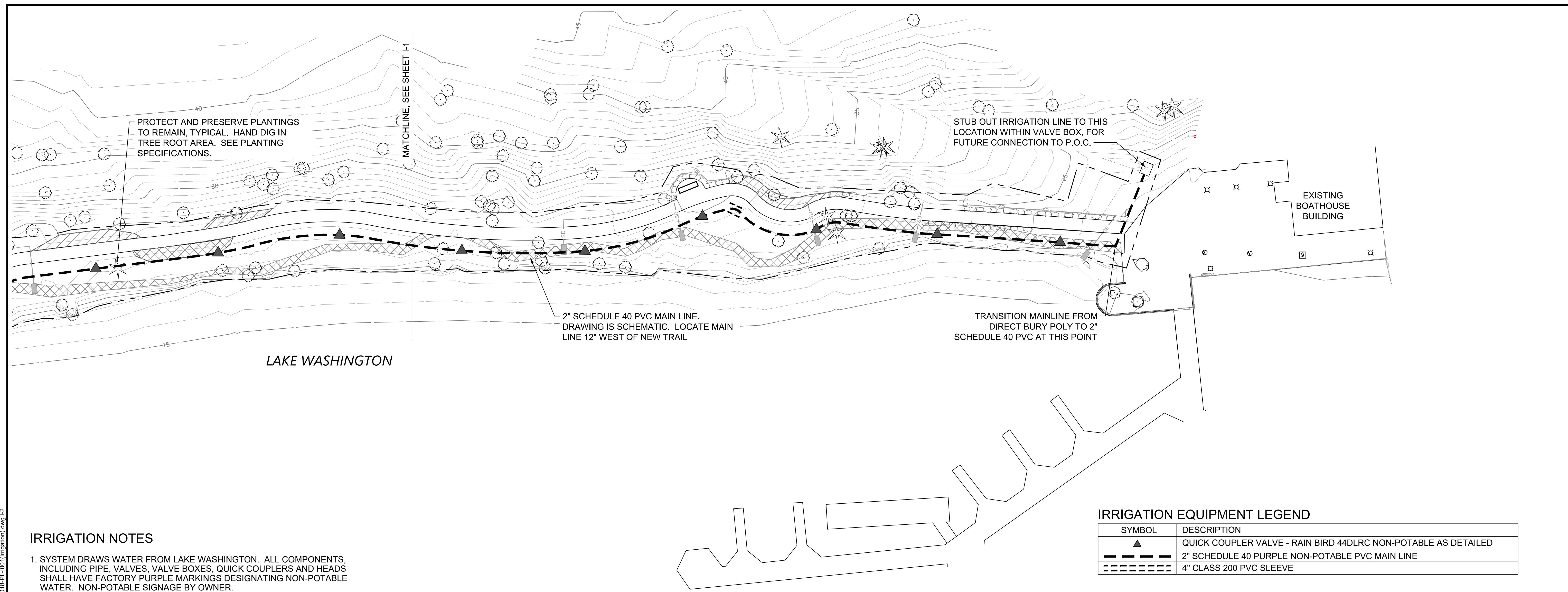
**IRRIGATION PLAN**

**I-1**

SHEET NO. 15 OF 20

ONE INCH  
 AT FULL SIZE IF NOT ONE  
 INCH SCALE ACCORDINGLY

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\100% Design\_2017\1018-PL-1000 (Irrigation) - dwg - I-2  
Mar 15, 2022 5:09pm chewett

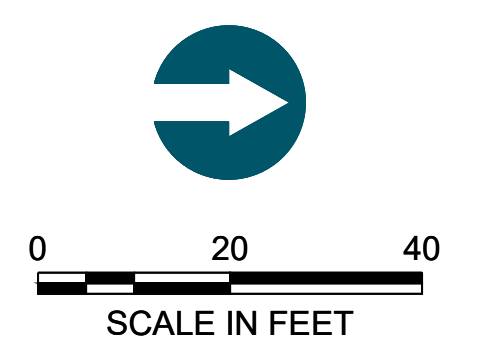


**IRRIGATION NOTES**

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**IRRIGATION EQUIPMENT LEGEND**

SYMBOL	DESCRIPTION
▲	QUICK COUPLER VALVE - RAIN BIRD 44DLRC NON-POTABLE AS DETAILED
—▲—	2" SCHEDULE 40 PURPLE NON-POTABLE PVC MAIN LINE
- - - - -	4" CLASS 200 PVC SLEEVE



- NOTES:
1. HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  2. VERTICAL DATUM: NAVD 88

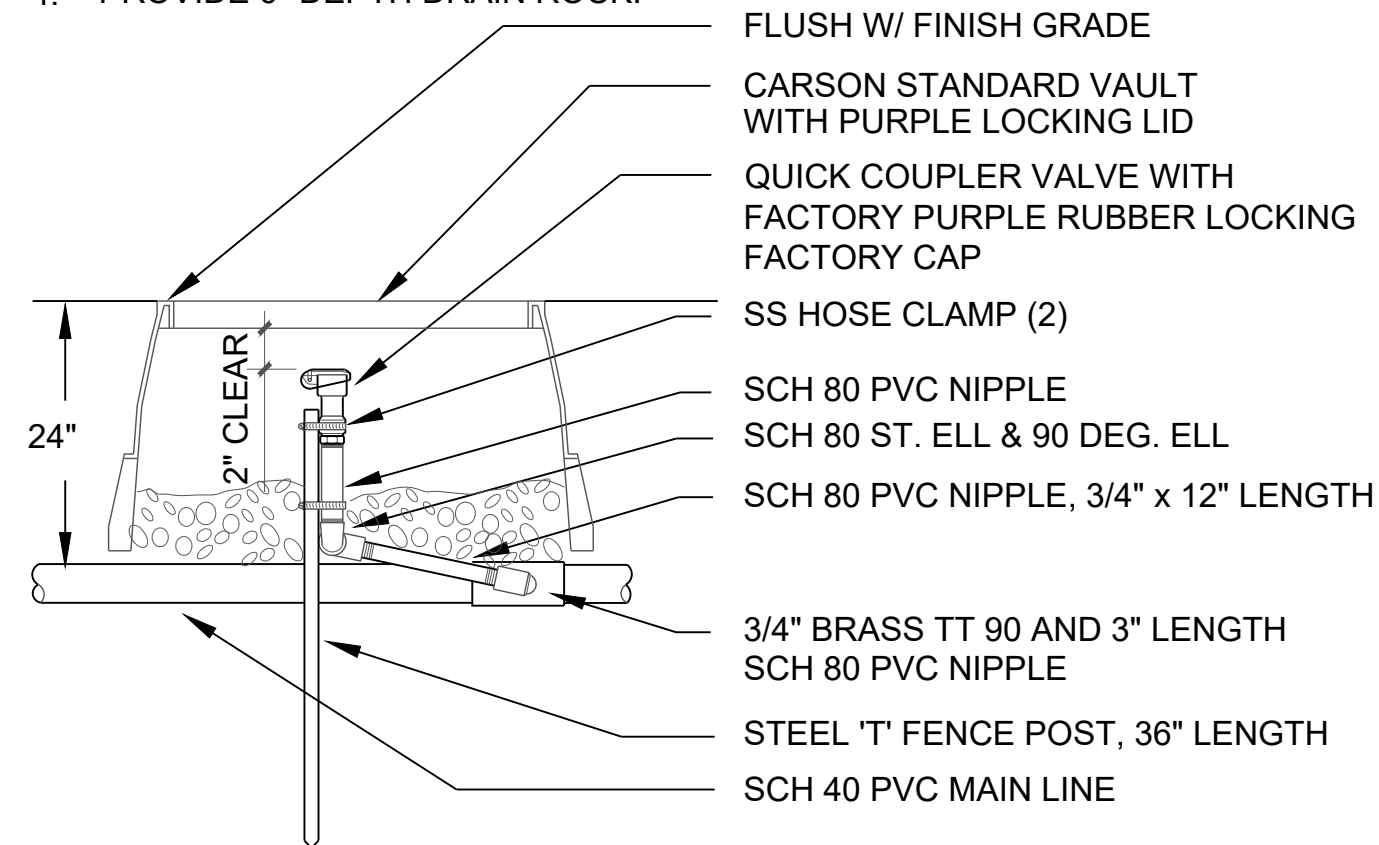
100% DESIGN - NOT FOR CONSTRUCTION

			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="5">REVISIONS</th> </tr> <tr> <th>REV</th> <th>DATE</th> <th>BY</th> <th>APP'D</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3/15/2022</td> <td>CH</td> <td>PH</td> <td>CITY REQUESTED TRAIL-RELATED REVISIONS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS					REV	DATE	BY	APP'D	DESCRIPTION	1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS											<p>DESIGNED BY: P. HUMMEL</p> <p>DRAWN BY: C. HEWETT</p> <p>CHECKED BY: P. HUMMEL</p> <p>APPROVED BY: P. HUMMEL</p> <p>SCALE: AS NOTED</p> <p>DATE: 3/15/2022</p>	<p><b>SOUTH SHORELINE RESTORATION UPLAND TRAILS</b></p> <p><b>IRRIGATION PLAN</b></p>	<p><b>I-2</b></p> <p>SHEET NO. 16 OF 20</p>
REVISIONS																															
REV	DATE	BY	APP'D	DESCRIPTION																											
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS																											

ONE INCH  
AT FULL SIZE IF NOT ONE  
INCH SCALE ACCORDINGLY

NOTES:

1. DO NOT ALLOW VAULT TO REST ON PIPE  
USE EXTENSIONS AS NECESSARY.
2. VALVE TO BE SET PLUMB & CENTERED IN VALVE BOX.
3. CONTRACTOR TO PROVIDE (2) EACH QCV  
KEYS AND SWIVEL HOSE ELLS
4. PROVIDE 6" DEPTH DRAIN ROCK.

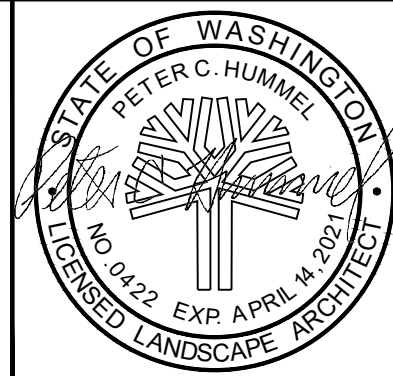


1 QUICK COUPLER VALVE  
SCALE: NTS

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\100% Design\_2017\1018-PL-1001 (Irrigation) dwg 1-3  
Mar 15, 2022 5:10pm chewett

100% DESIGN - NOT FOR CONSTRUCTION

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AT FULL SIZE IF NOT ONE  
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**SOUTH SHORELINE RESTORATION  
UPLAND TRAILS**

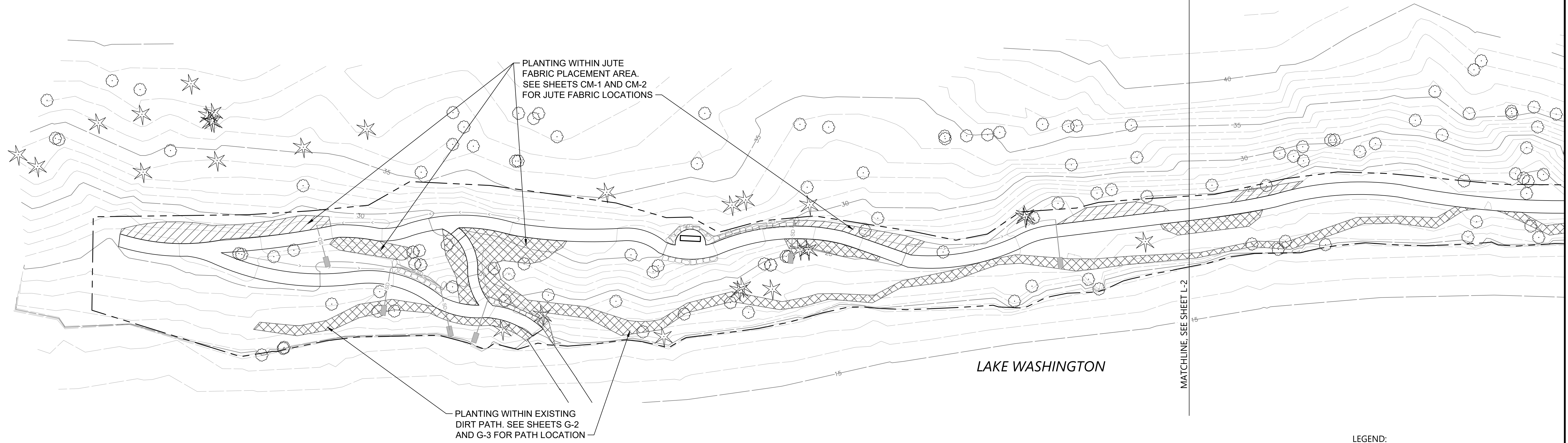
**IRRIGATION DETAILS**

**I-3**

SHEET NO. 17 OF 20



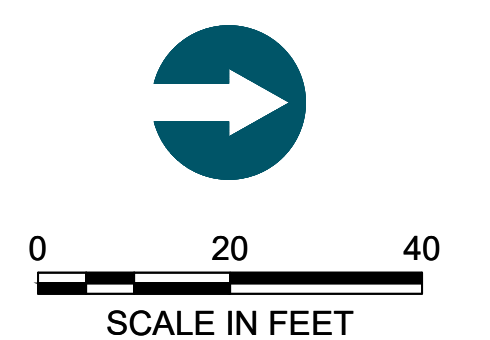
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Mar 15, 2022 5:10pm ch Hewett



LEGEND:  
 - - - - - PROJECT LIMIT

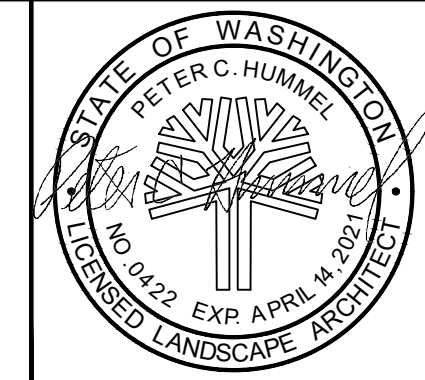
PLANT SCHEDULE:

COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARKS	DETAIL
<b>NATIVE RIPARIAN SHRUBS MEDIUM TO TALL AND TREES</b>					
Beaked Hazelnut	<i>Corylus cornuta</i>	2 Gal.	5' O.C.	Equal mix of plant species shall be used	
Oceanspray	<i>Holodiscus discolor</i>	2 Gal.	5' O.C.		
Salmonberry	<i>Rubus spectabilis</i>	2 Gal.	5' O.C.		
Thimbleberry	<i>Rubus parviflorus</i>	2 Gal.	5' O.C.		
Oregon grape	<i>Mahonia aquifolium</i>	2 Gal.	5' O.C.		
Dwarf Rose	<i>Rosa gymnocarpa</i>	2 Gal.	5' O.C.	Prickly species to be used in desire trail locations near access points	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px;">1 L-3</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px;">2 L-3</div> </div>
Wood's rose	<i>Rosa woodsii</i>	2 Gal.	5' O.C.		
Vine Maple	<i>Acer circinatum</i>	2 Gal.	5' O.C.		
Douglas Fir	<i>Pseudotsuga menziesii</i>	2 Gal.	5' O.C.	Equal mix of plant species shall be used	
Western Red Cedar	<i>Thuja plicata</i>	2 Gal.	5' O.C.		
<b>NATIVE RIPARIAN SHRUBS LOW</b>					
Salal	<i>Gaultheria shallon</i>	1 Gal.	3' O.C.	Equal mix of plant species shall be used	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px;">1 L-3</div> <div style="border: 1px solid black; border-radius: 50%; padding: 2px;">2 L-3</div> </div> <div style="text-align: center; margin-top: 5px;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px;">3 L-3</div> </div>
Low Oregon grape	<i>Mahonia nervosa</i>	1 Gal.	3' O.C.		
Swordfern	<i>Polystichum munitum</i>	1 Gal.	3' O.C.		
Snowberry	<i>Symphoricarpus albus</i>	1 Gal.	3' O.C.		
Evergreen huckleberry	<i>Vaccinium ovatum</i>	1 Gal.	3' O.C.		
<b>EXISTING TREES</b>					



- NOTES:
- HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  - VERTICAL DATUM: NAVD 88

100% DESIGN - NOT FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

DESIGNED BY: P. HUMMEL  
 DRAWN BY: C. HEWETT  
 CHECKED BY: P. HUMMEL  
 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION UPLAND TRAILS**

**PLANTING PLAN**

**L-1**

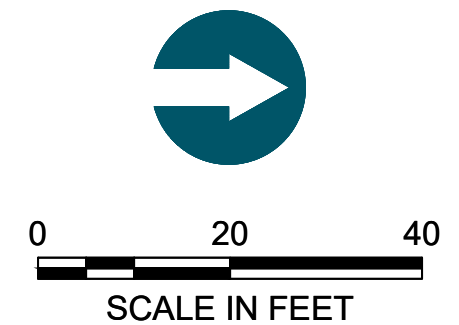
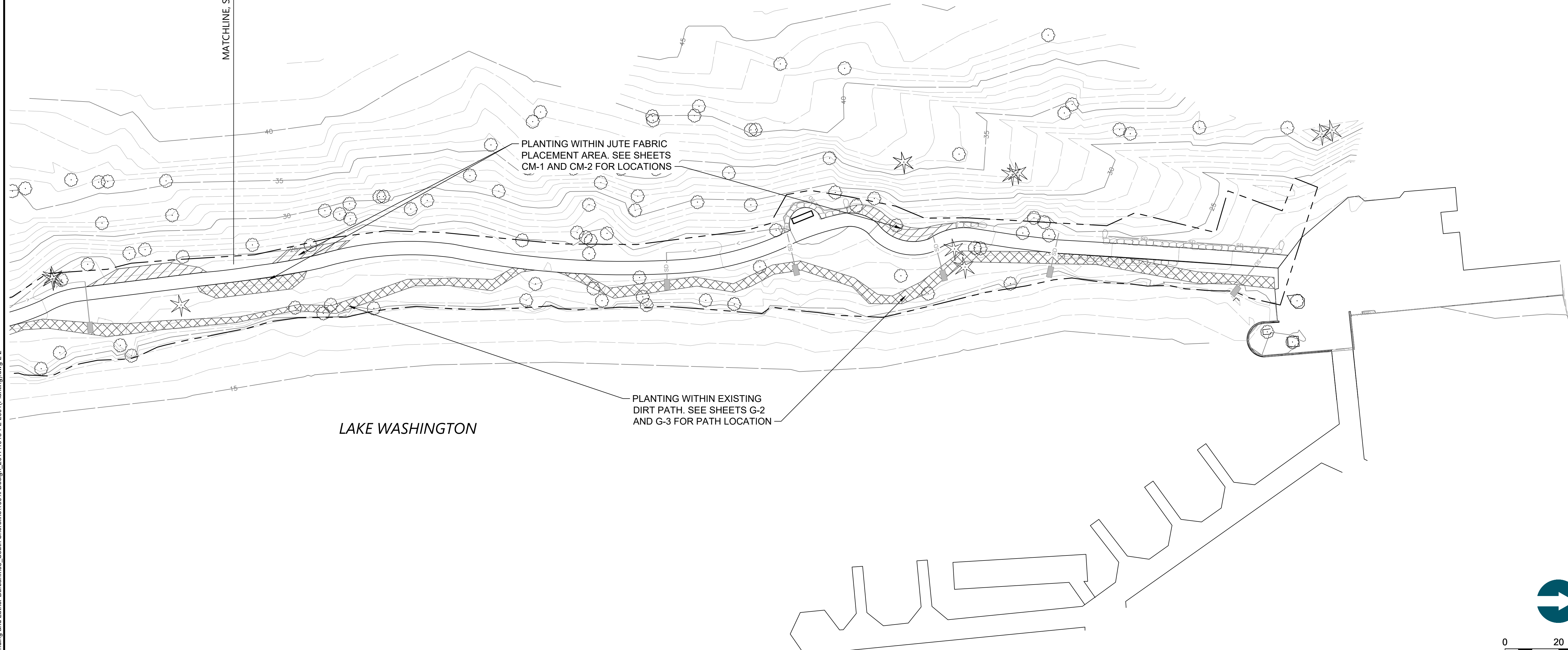
SHEET NO. 18 OF 20

ONE INCH AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\100% Design\_2017\1018-PL-L001(Planting).dwg L-2

Mar 15, 2022 5:10pm chewett

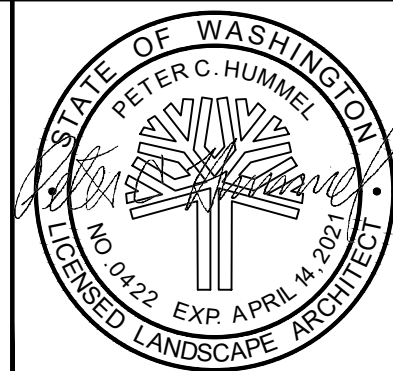
MATCHLINE, SEE SHEET L-1



- NOTES:
1. HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD 83, U.S. FEET.
  2. VERTICAL DATUM: NAVD 88
  3. SEE SHEET L-1 FOR PLANTING SCHEDULE.

100% DESIGN - NOT FOR CONSTRUCTION

ONE INCH  
AT FULL SIZE IF NOT ONE  
INCH SCALE ACCORDINGLY



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

DESIGNED BY: P. HUMMEL  
 DRAWN BY: C. HEWETT  
 CHECKED BY: P. HUMMEL  
 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

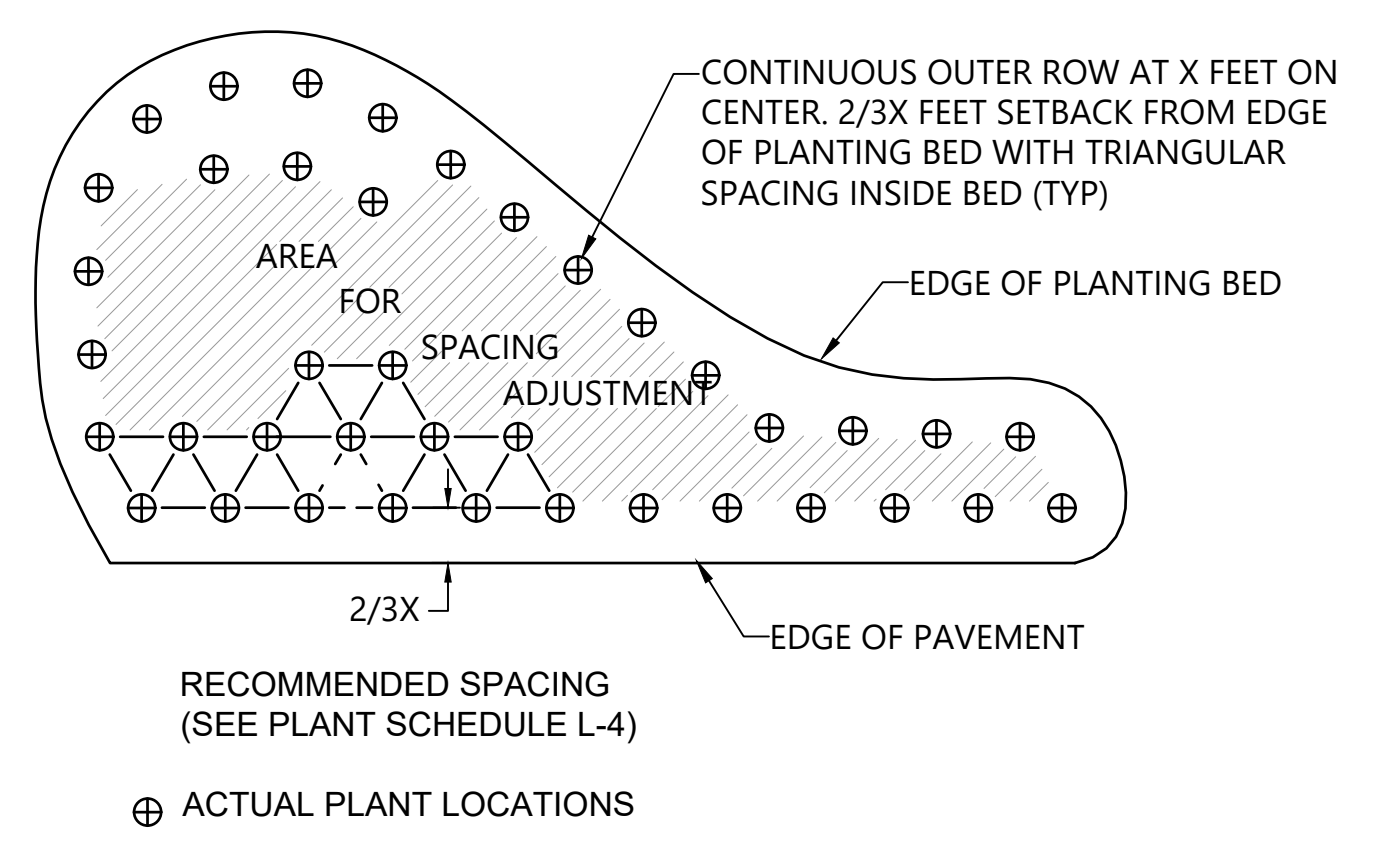
**SOUTH SHORELINE RESTORATION  
UPLAND TRAILS**

**PLANTING PLAN**

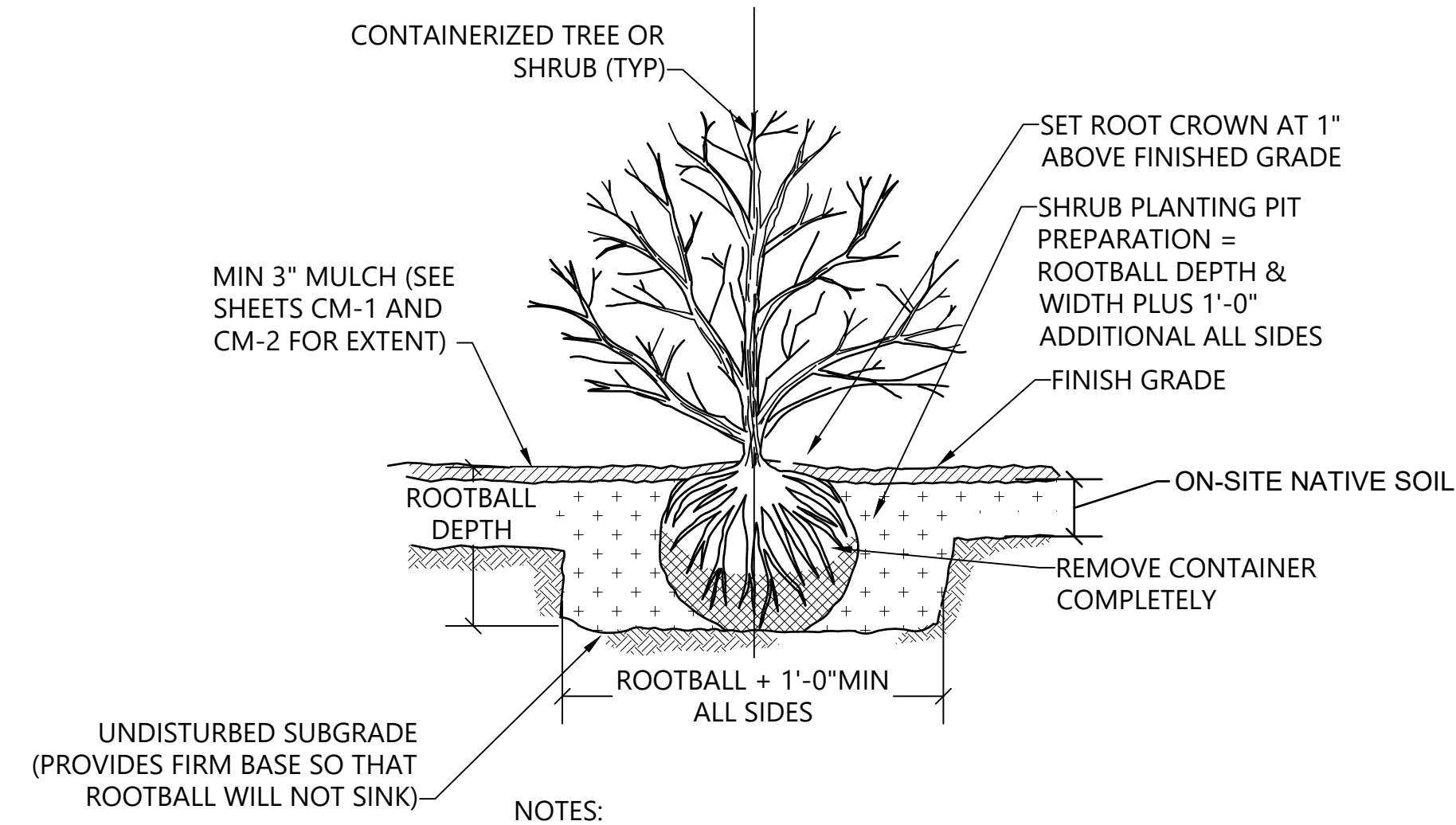
**L-2**

SHEET NO. 19 OF 20

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\100% Design\_2017\1018-PL-L001 (Planting).dwg L-3  
Mar 15, 2022 5:10pm chewett

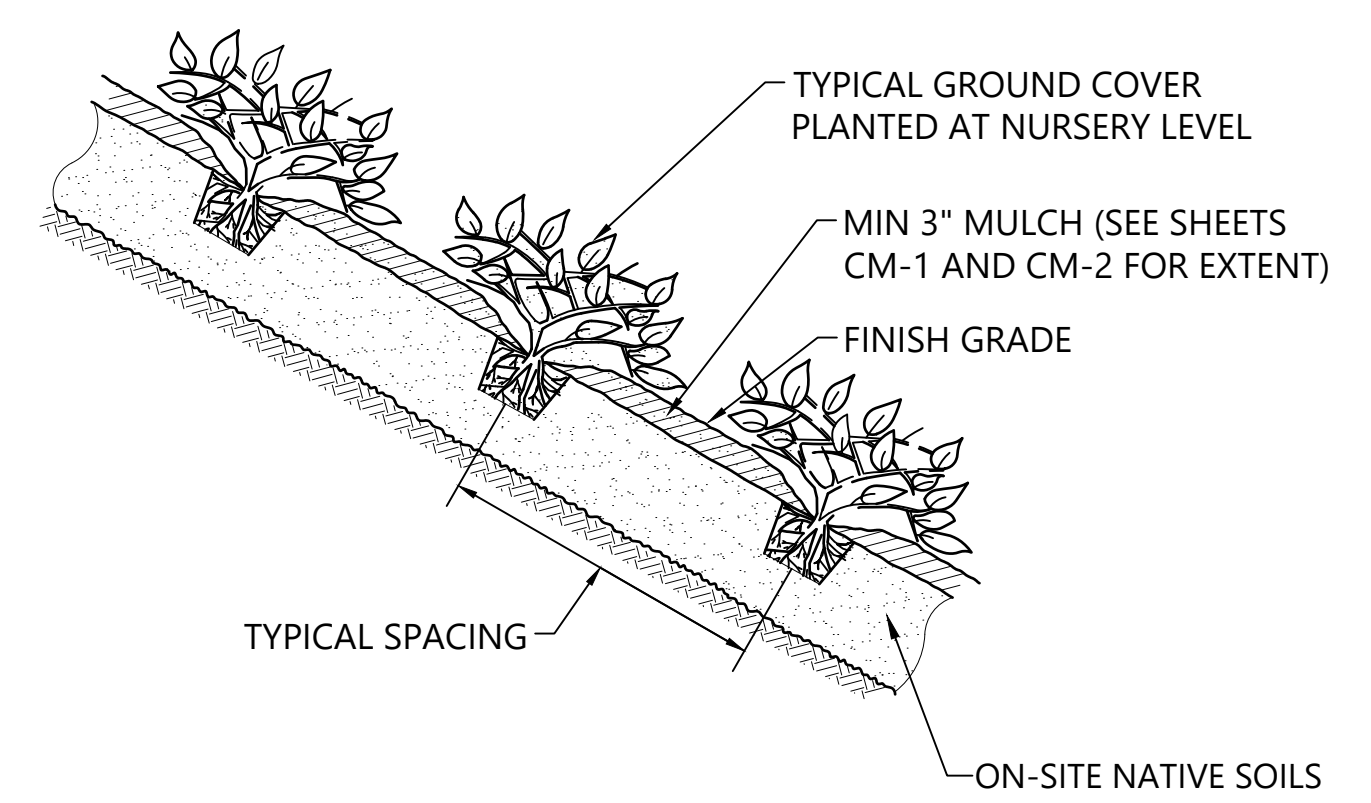


**1 PLANTING PATTERN**  
SCALE: NTS



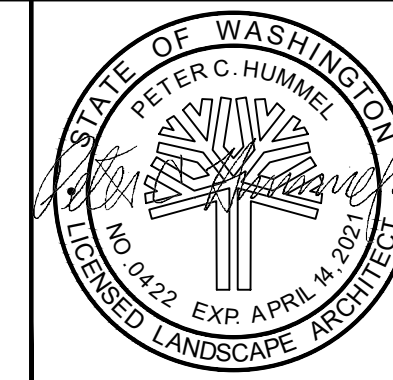
**2 SMALL TREE AND SHRUB PLANTING**  
SCALE: NTS

NOTES:  
1. STAKE ALL TREES 4 FT & TALLER



**3 GROUNDCOVER PLANTING**  
SCALE: NTS

100% DESIGN - NOT FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION
1	3/15/2022	CH	PH	CITY REQUESTED TRAIL-RELATED REVISIONS

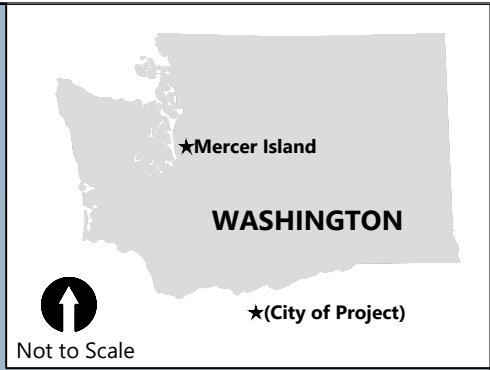
DESIGNED BY: P. HUMMEL  
 DRAWN BY: C. HEWETT  
 CHECKED BY: P. HUMMEL  
 APPROVED BY: P. HUMMEL  
 SCALE: AS NOTED  
 DATE: 3/15/2022

**SOUTH SHORELINE RESTORATION UPLAND TRAILS**

**PLANTING DETAILS**

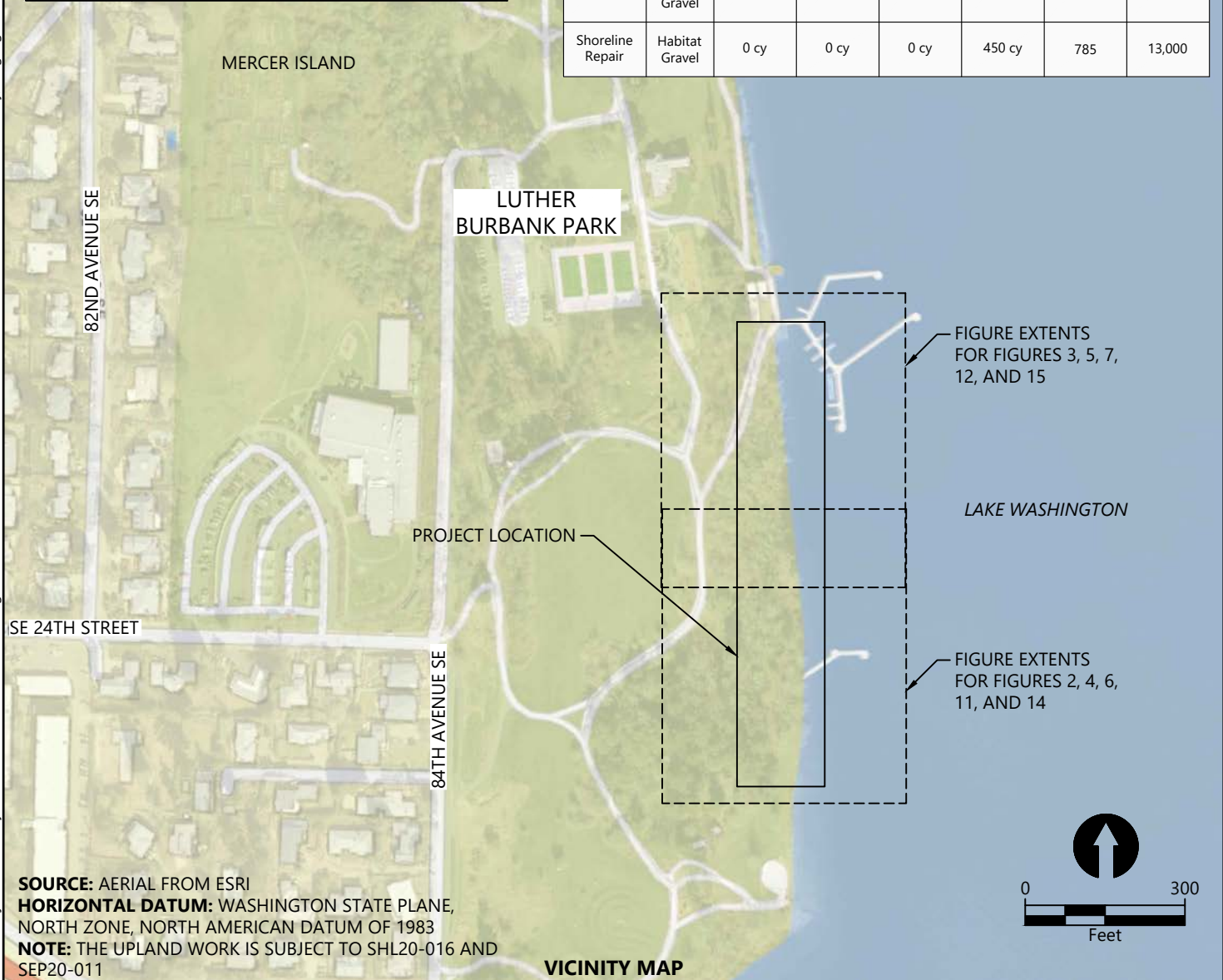
ONE INCH  
AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY

TITLE	
SHEET NO.	Sheet Title
1	VICINITY MAP
2	EXISTING CONDITIONS (1 OF 2)
3	EXISTING CONDITIONS (2 OF 2)
4	DEMOLITION AND CLEARING PLAN (1 OF 2)
5	DEMOLITION AND CLEARING PLAN (2 OF 2)
6	GRADING PLAN (1 OF 2)
7	GRADING PLAN (2 OF 2)
8	GRADING SECTIONS (1 OF 3)
9	GRADING SECTIONS (2 OF 3)
10	GRADING SECTIONS (3 OF 3)
11	MATERIALS PLAN (1 OF 2)
12	MATERIALS PLAN (2 OF 2)
13	MATERIALS DETAILS
14	PLANTING PLAN (1 OF 2)
15	PLANTING PLAN (2 OF 2)
16	PLANT SCHEDULE

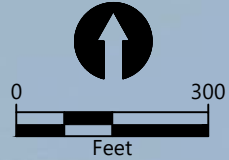


Earthwork Data							
Project Element	Fill Material Type	Cut Landward of OHWM	Cut Waterward of OHWM	Fill Landward of OHWM	Fill Waterward of OHWM	Linear Feet	Square Feet
Trail	Wood Chips, Top Soil, Gravel	375 cy	0 cy	200 cy	0 cy	800	13,000
Shoreline Repair	Habitat Gravel	0 cy	0 cy	0 cy	450 cy	785	13,000

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-001 (Vicinity).dwg Figure 1

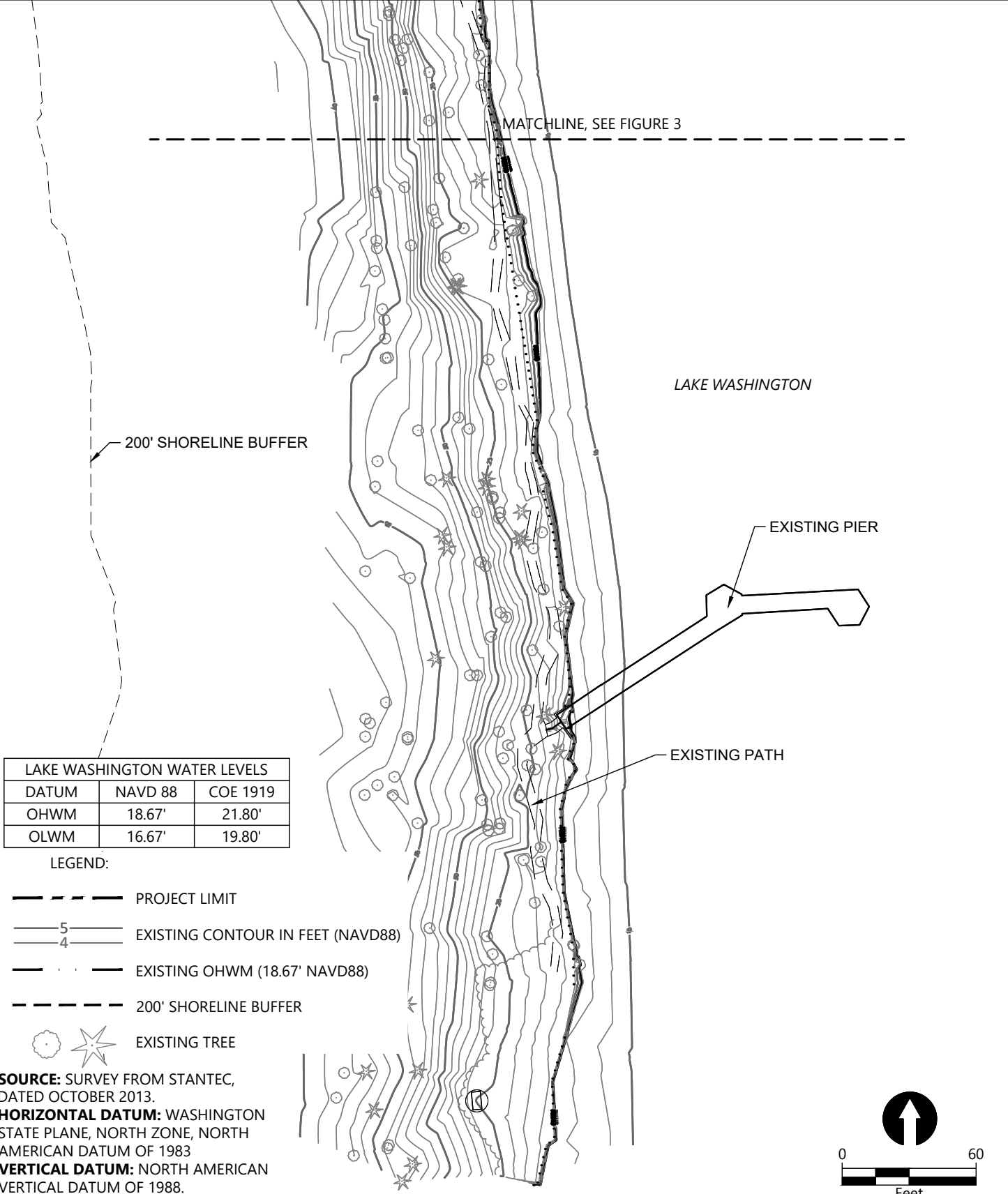


**SOURCE:** AERIAL FROM ESRI  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011



<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> MARCH 2022</p>
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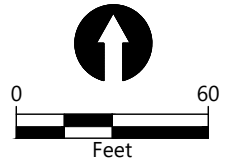


LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

LEGEND:

- PROJECT LIMIT
- EXISTING CONTOUR IN FEET (NAVD88)
- EXISTING OHWM (18.67' NAVD88)
- 200' SHORELINE BUFFER
- EXISTING TREE

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011



**EXISTING CONDITIONS (1 OF 2)**

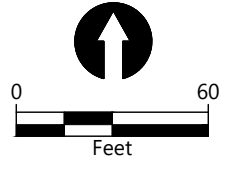
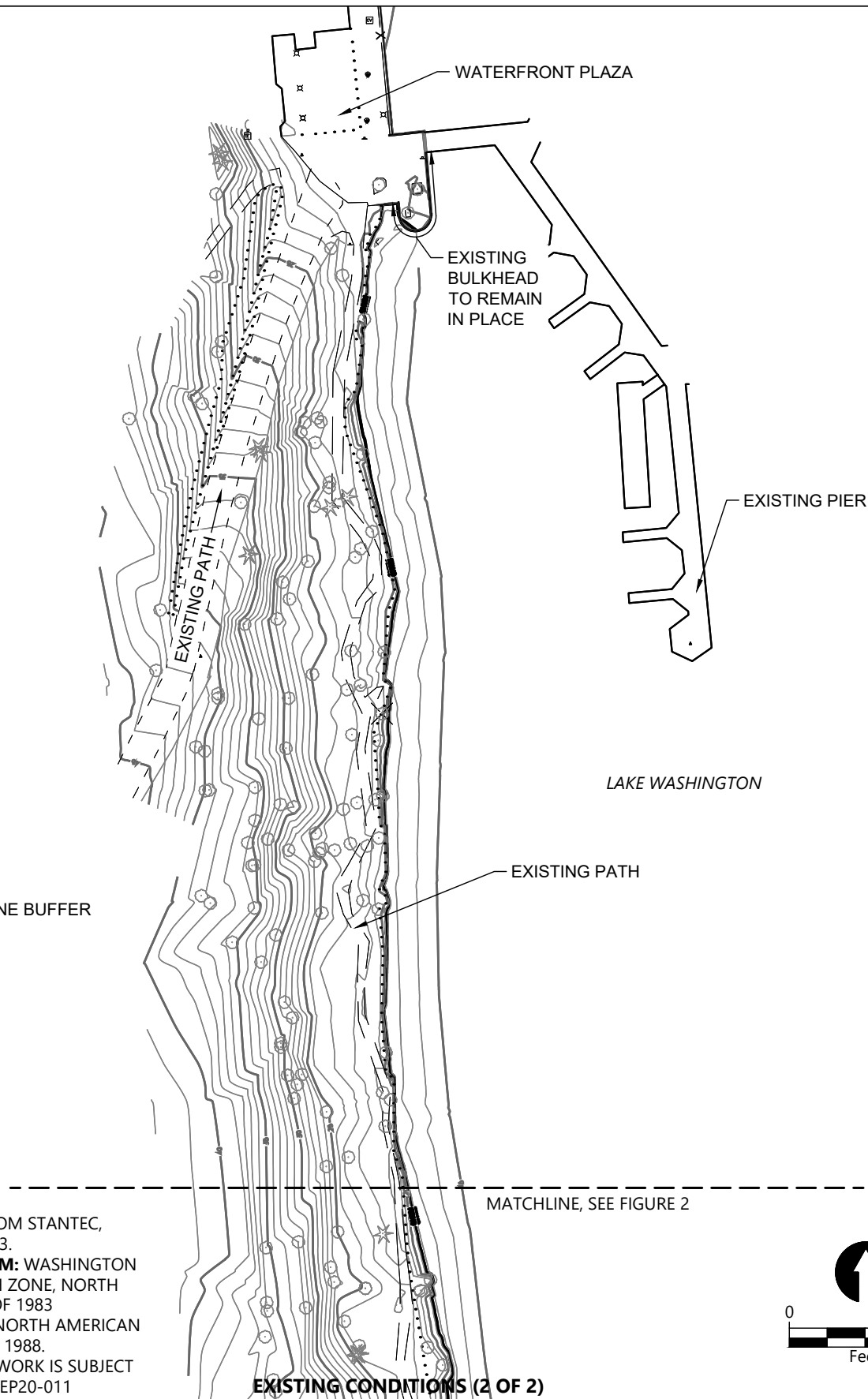
**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** MARCH 2022



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-002 (Existing Conditions).dwg Figure 3



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

**EXISTING CONDITIONS (2 OF 2)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** MARCH 2022



Mar 15, 2022 4:57pm chewartt

**DEMOLITION NOTES:**

- (A)** NUMEROUS DOWNED LOGS & BOULDERS ALONG SHORELINE & IN WORK AREAS, SHOULD REMAIN IN PLACE AND BE PROTECTED.

MATCHLINE, SEE FIGURE 5



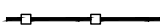





THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

LAKE WASHINGTON

200' SHORELINE BUFFER

LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

**LEGEND:**

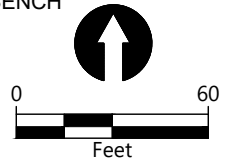
-  TREE PROTECTION FENCING
  -  SILT FENCING
  -  TEMPORARY 6" CHAINLINK CONSTRUCTION FENCING
  -  FLOATING TURBIDITY CURTAIN
  -  CLEAR AND GRUB
  -  ITEM TO BE REMOVED
  -  PAVERS TO BE REMOVED AND SALVAGED
  -  TREE TO BE REMOVED
- 10" LT

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

REMOVE STEPS  
 EXISTING PIER

EXISTING PATH

REMOVE CONCRETE PAD  
 REMOVE AND SALVAGE BENCH



**DEMOLITION AND CLEARING PLAN (1 OF 2)**

**REFERENCE #:** N/A

**APPLICANT:** CITY OF MERCER ISLAND

**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040

**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT

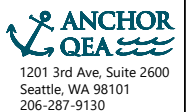
**PROPOSED:** SHORELINE RESTORATION AND REPAIR

**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E

**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON

**DATE:** MARCH 2022



**DEMOLITION NOTES:**

**(A)** NUMEROUS DOWNED LOGS & BOULDERS ALONG SHORELINE & IN WORK AREAS, SHOULD REMAIN IN PLACE AND BE PROTECTED.

PROTECT PLAZA - PAVING & OTHER FEATURES OUTSIDE OF IRRIGATION TRENCHING

REMOVE & SALVAGE CONCRETE PAVERS

IRRIGATION TRENCHING

REMOVE SIGN

EXISTING PIER

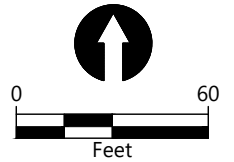
LAKE WASHINGTON

EXISTING PATH

THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

200' SHORELINE BUFFER

MATCHLINE, SEE FIGURE 4



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

**DEMOLITION AND CLEARING PLAN (2 OF 2)**

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-005 (Demo).dwg Figure 5

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

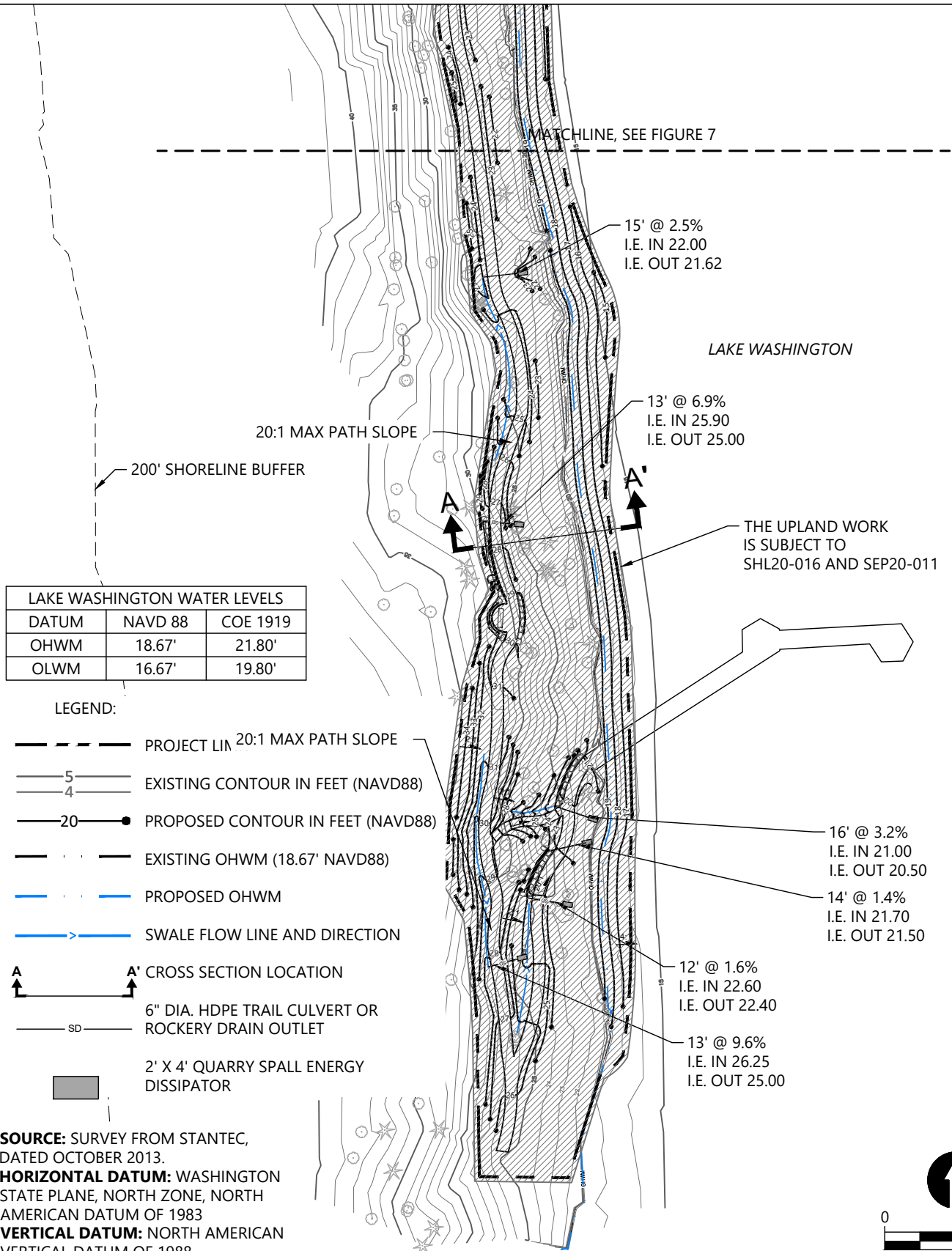
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** MARCH 2022  
**PAGE:** 5 OF 16





K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-003 (Grading).dwg Figure 6



LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

- LEGEND:**
- PROJECT LINE
  - 20:1 MAX PATH SLOPE
  - 5 EXISTING CONTOUR IN FEET (NAVD88)
  - 4 EXISTING CONTOUR IN FEET (NAVD88)
  - 20 PROPOSED CONTOUR IN FEET (NAVD88)
  - EXISTING OHWM (18.67' NAVD88)
  - PROPOSED OHWM
  - SWALE FLOW LINE AND DIRECTION
  - CROSS SECTION LOCATION
  - 6" DIA. HDPE TRAIL CULVERT OR ROCKERY DRAIN OUTLET
  - 2' X 4' QUARRY SPALL ENERGY DISSIPATOR

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

**GRADING PLAN (1 OF 2)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

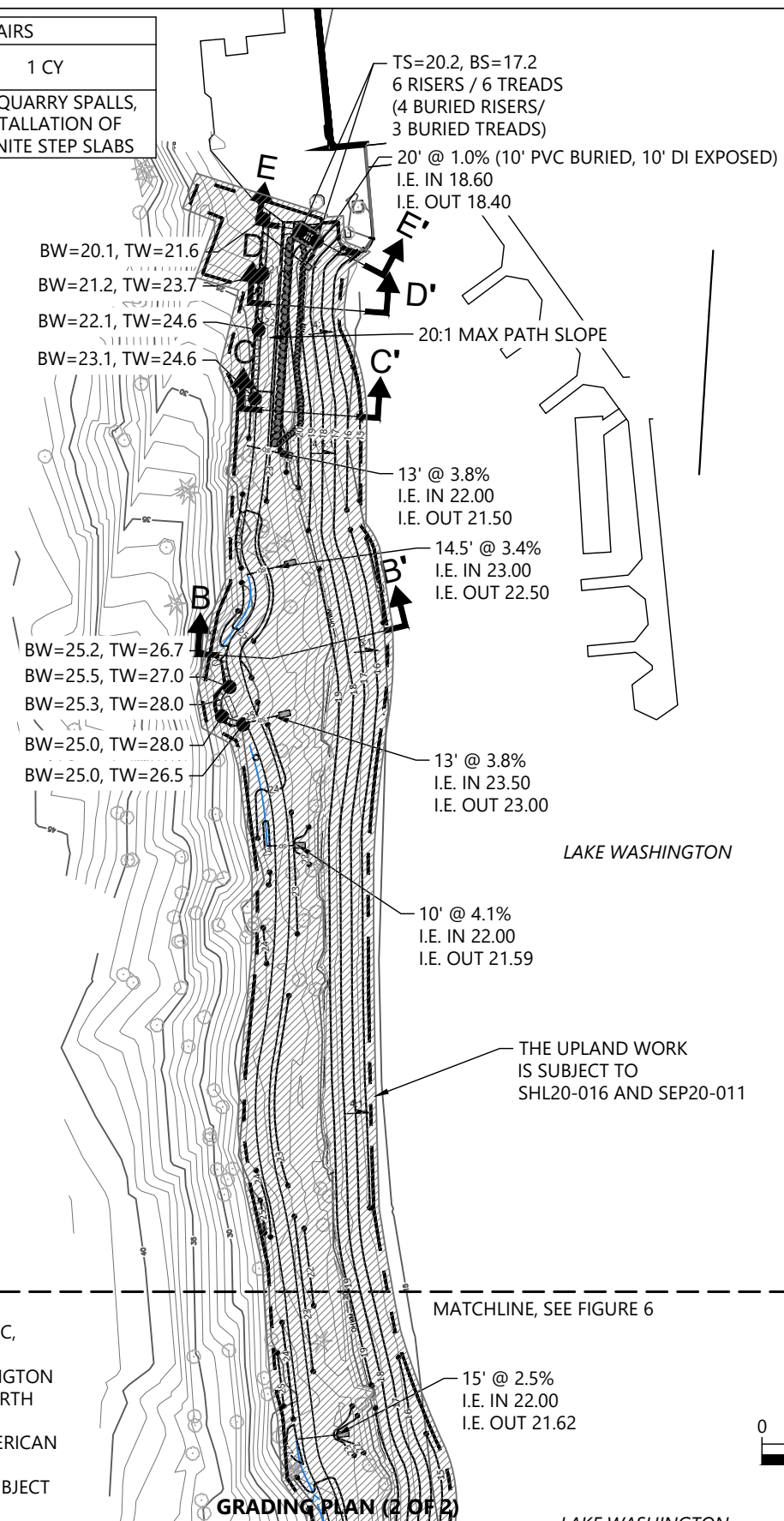
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** MARCH 2022  
**PAGE:** 6 OF 16



Mar 15, 2022 4:58pm chewett

EARTHWORKS - STAIRS	
EXCAVATION WATERWARD OF OHWM	1 CY
FILL WATERWARD OF OHWM	1 CY QUARRY SPALLS, INSTALLATION OF GRANITE STEP SLABS



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-003 (Grading).dwg Figure 7

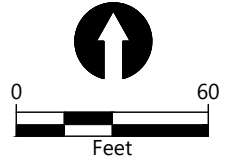
200' SHORELINE BUFFER

LAKE WASHINGTON

THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

MATCHLINE, SEE FIGURE 6

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011



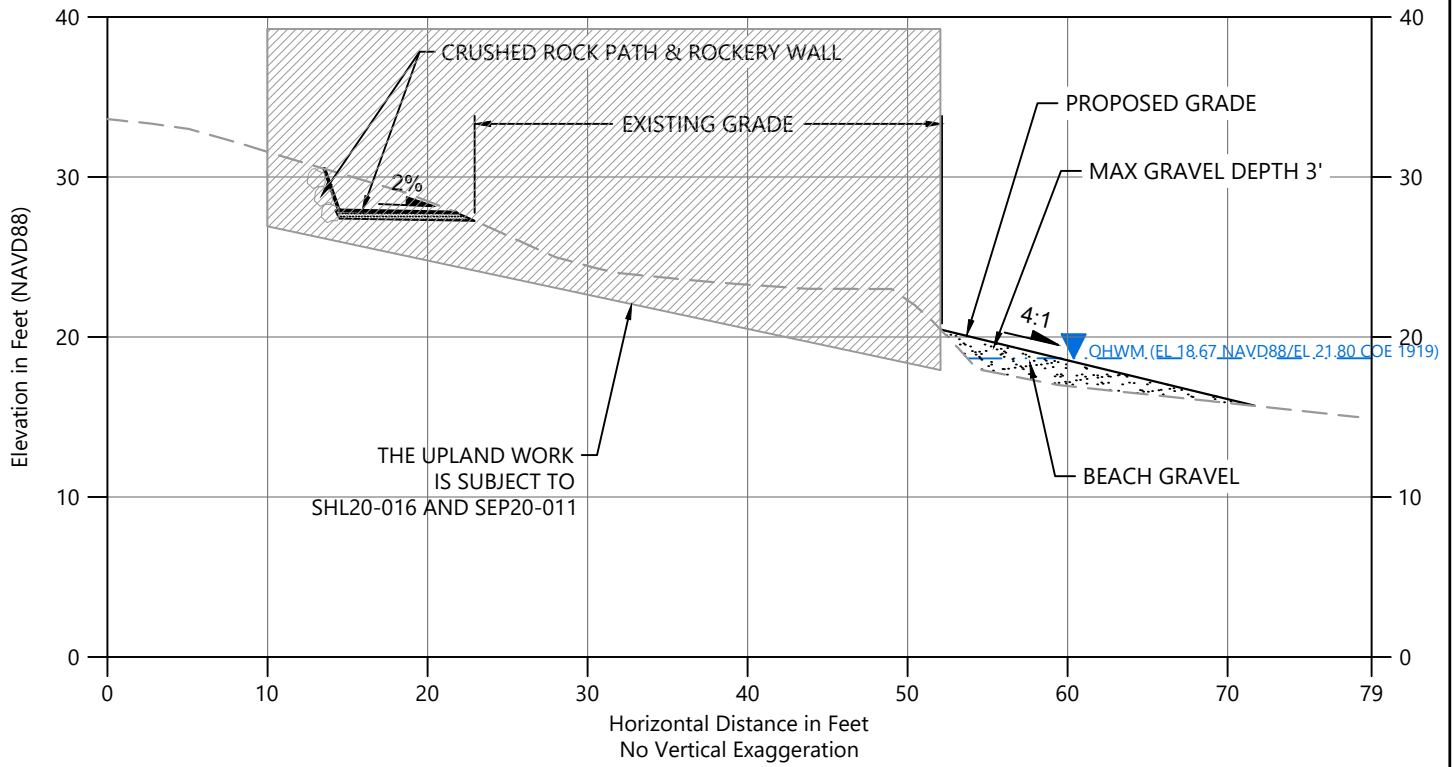
**GRADING PLAN (2 OF 2)**

<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> MARCH 2022</p>
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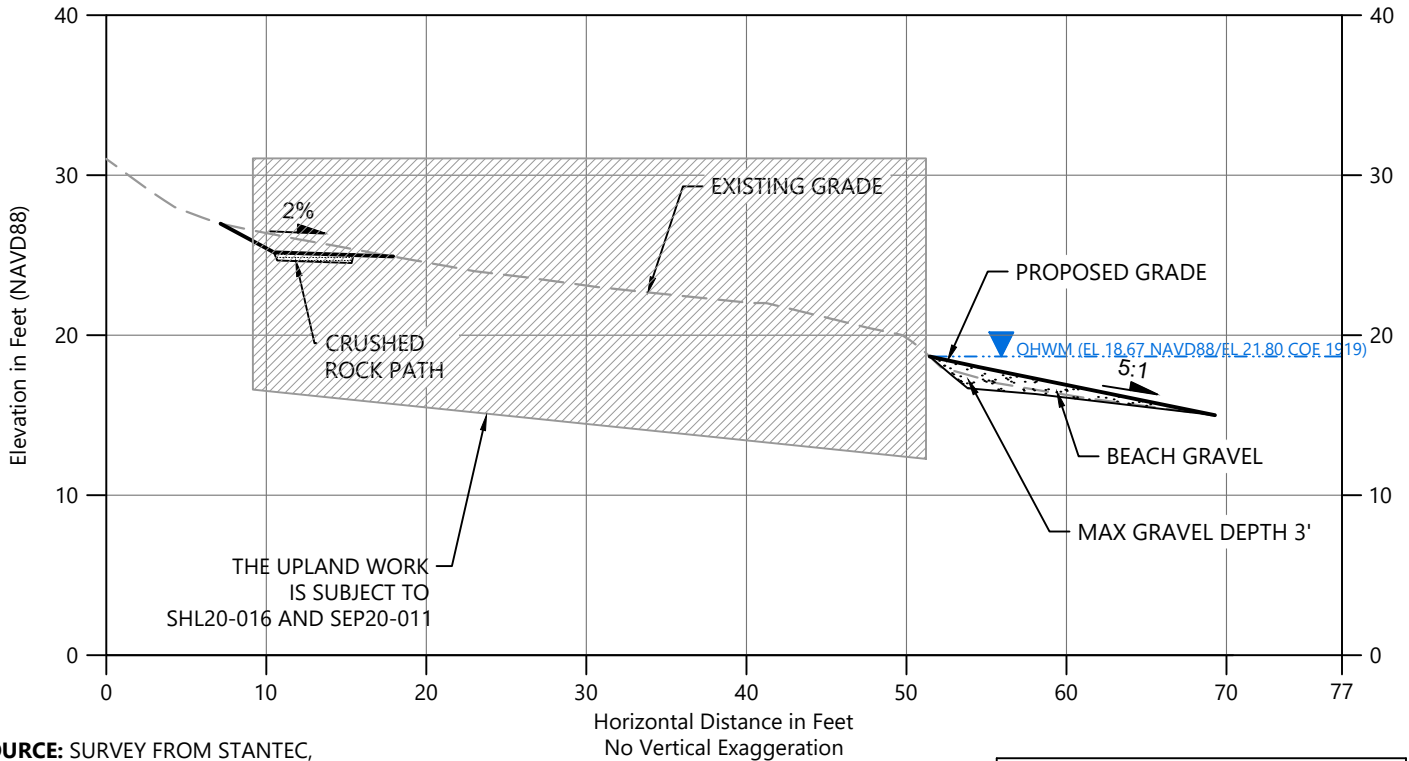


Mar 15, 2022 4:58pm chewett

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-003 (Grading).dwg Figure 8



**A SECTION A**  
SCALE: 1" = 12'



**B SECTION B**  
SCALE: 1" = 12'

LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

**GRADING SECTIONS (1 OF 3)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

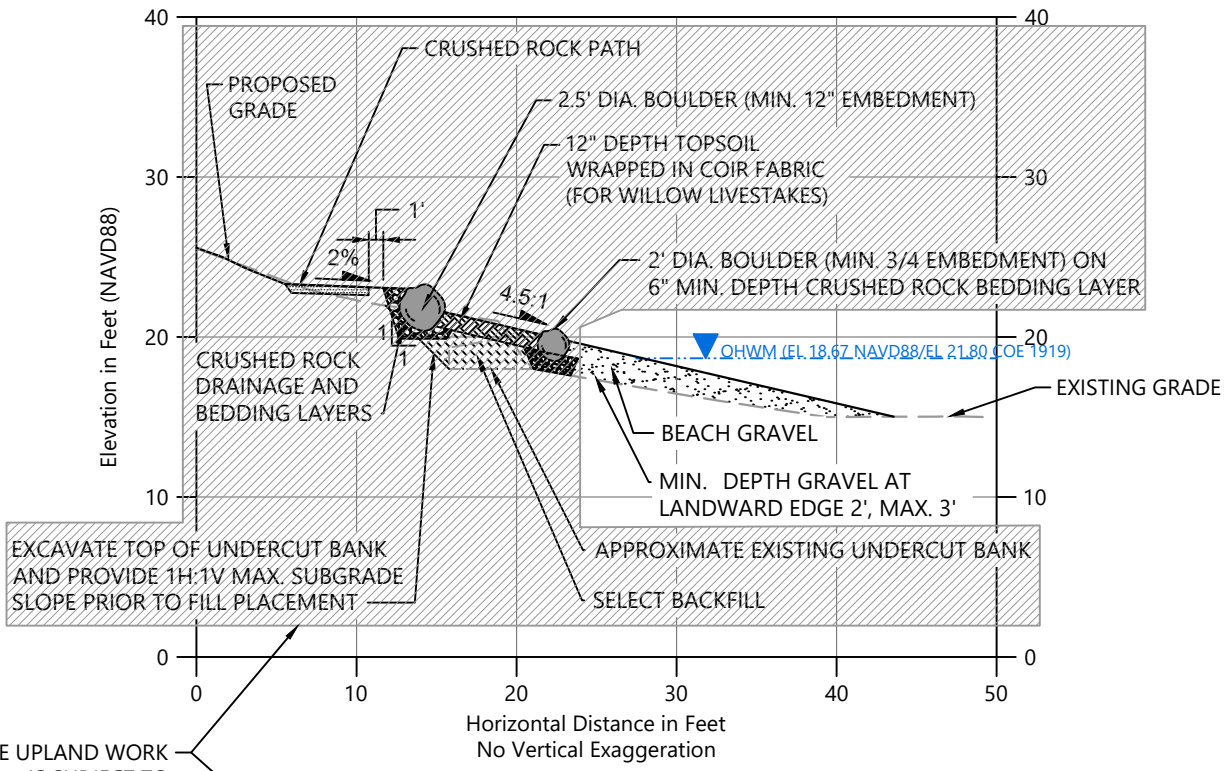
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON

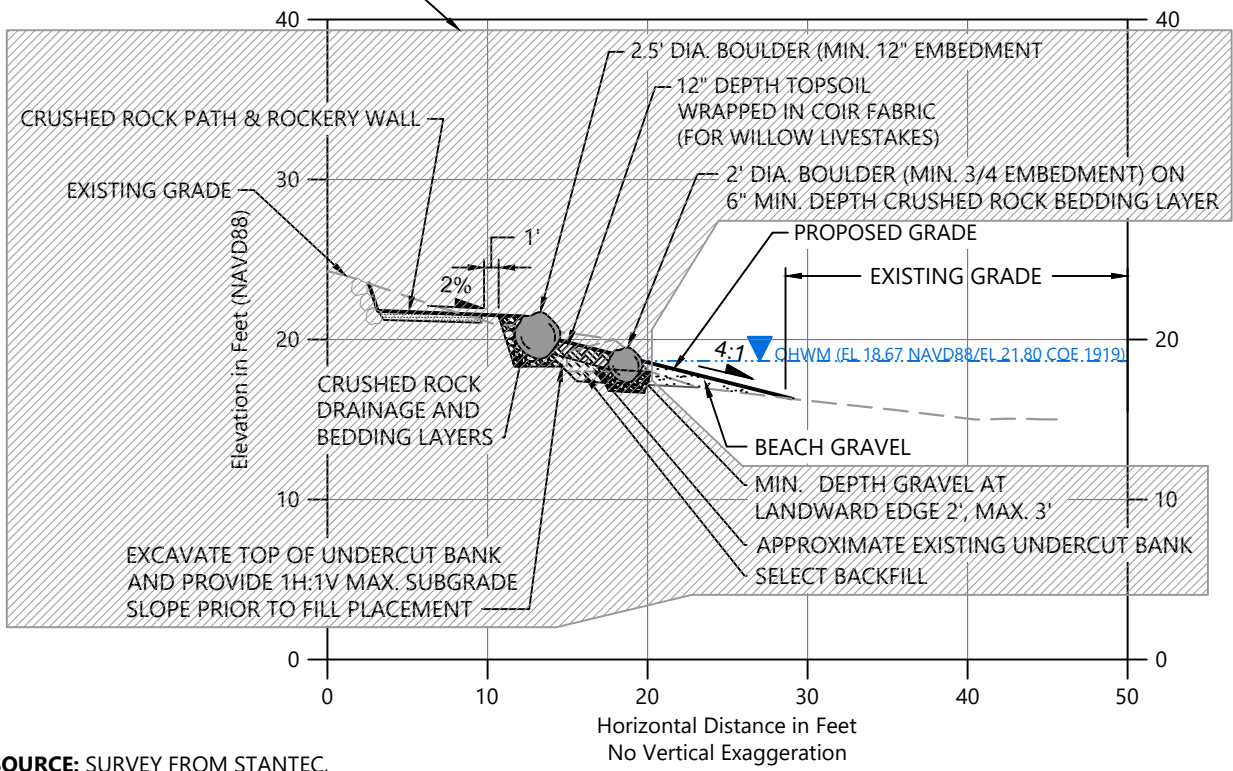


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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 9



THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011



**GRADING SECTIONS (2 OF 3)**

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

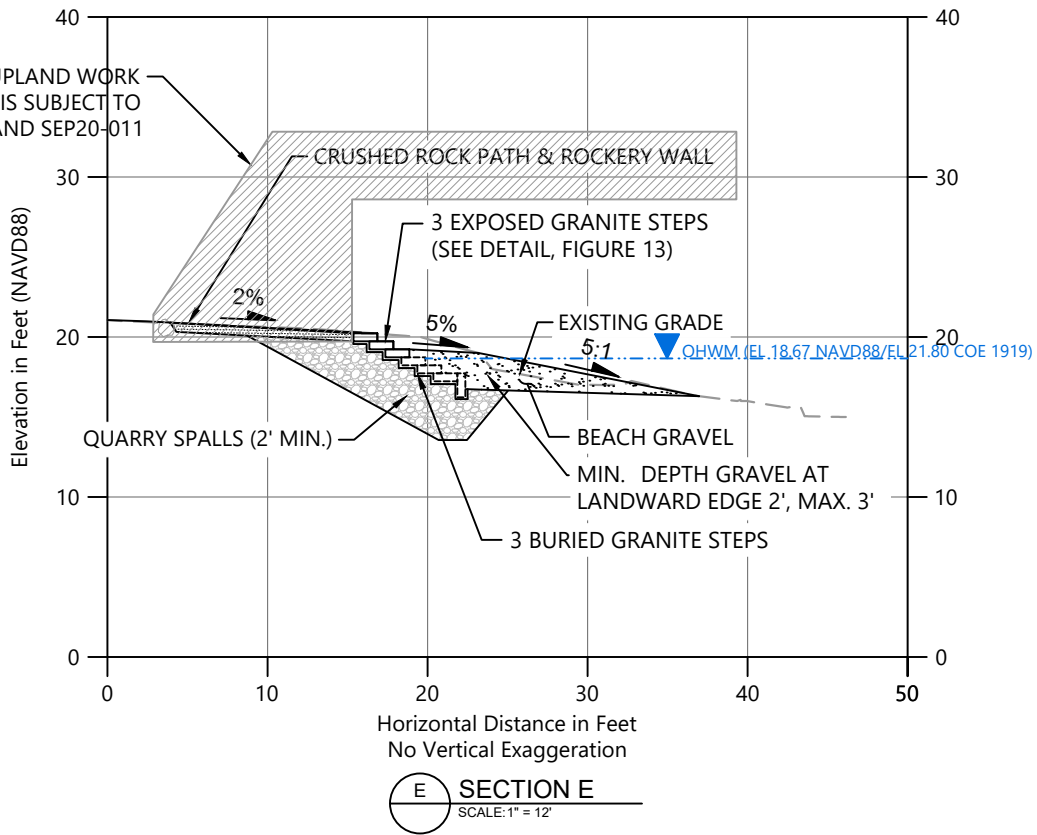
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
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**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** MARCH 2022



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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-003 (Grading).dwg Figure 10



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

**GRADING SECTIONS (3 OF 3)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
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**LATITUDE:** 47.591034 N  
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**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** MARCH 2022

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 206-287-9130

**PAGE:** 10 OF 16

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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-004 (Materials).dwg Figure 11

MATCHLINE, SEE FIGURE 12

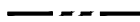
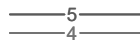


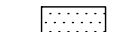
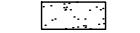






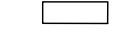


200' SHORELINE BUFFER

LAKE WASHINGTON

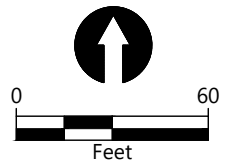
THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

LEGEND:

-  PROJECT LIMIT
-  POST-GRADING CONTOUR IN FEET (NAVD88)
-  PROPOSED OHWM (18.67' NAVD88)
-  SWALE FLOW LINE AND DIRECTION
-  CRUSHED ROCK PATH
-  BEACH GRAVEL
-  SPLIT RAIL FENCE
-  ROCKERY WALL
-  BOULDER
-  TOPSOIL (12" DEPTH)
-  WOOD CHIP MULCH
-  JUTE FABRIC
-  SURFACE MOUNTED BENCH ON 2' X 6' CONCRETE SLAB
-  FUTURE INTERPRETIVE SIGN LOCATION
-  LARGE WOODY DEBRIS

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011



**MATERIALS PLAN (1 OF 2)**

**REFERENCE #:** N/A

**APPLICANT:** CITY OF MERCER ISLAND

**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040

**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT

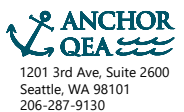
**PROPOSED:** SHORELINE RESTORATION AND REPAIR

**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E

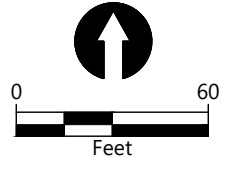
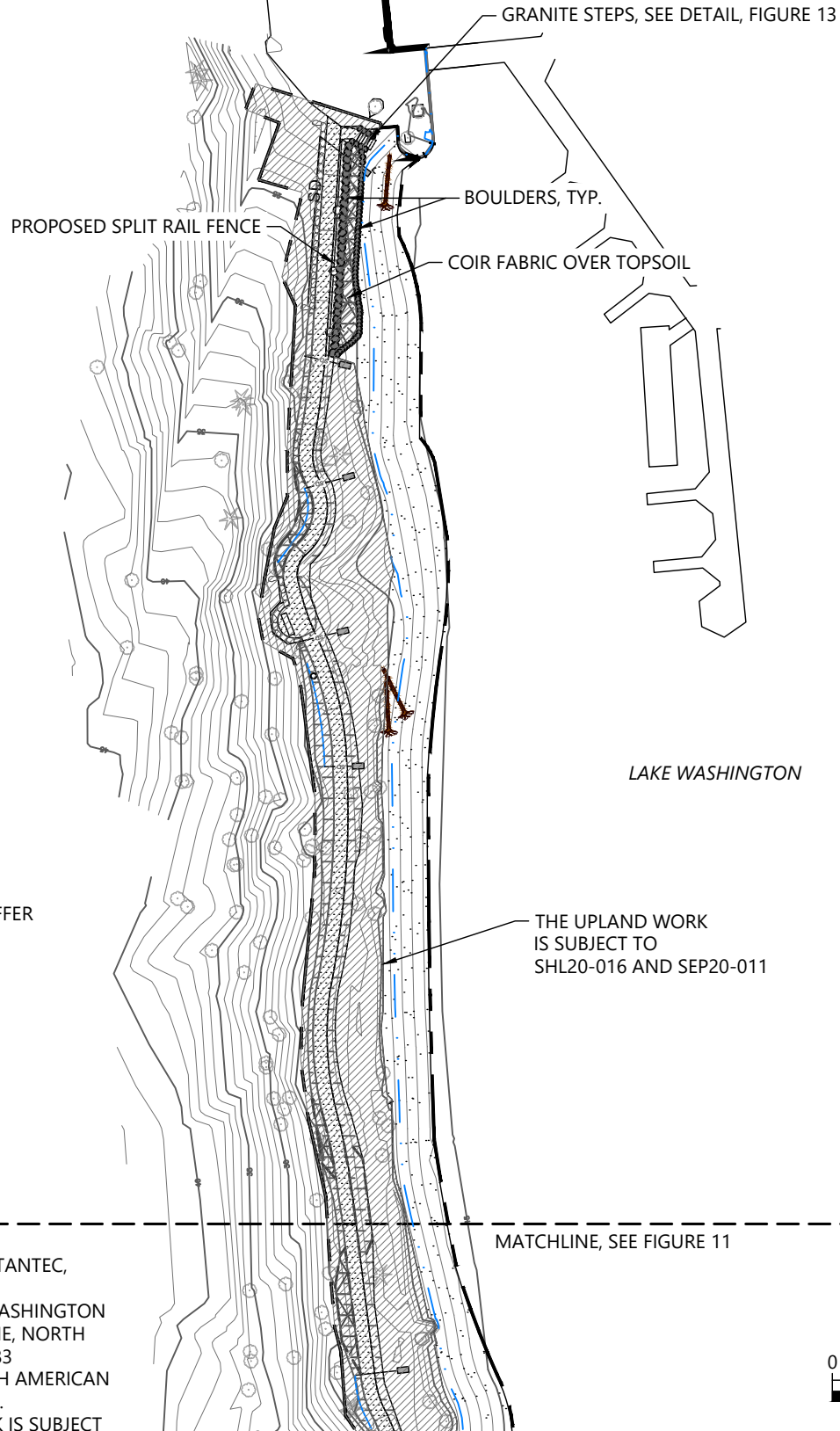
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON

**DATE:** MARCH 2022



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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-004 (Materials).dwg Figure 12



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

**MATERIALS PLAN (2 OF 2)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

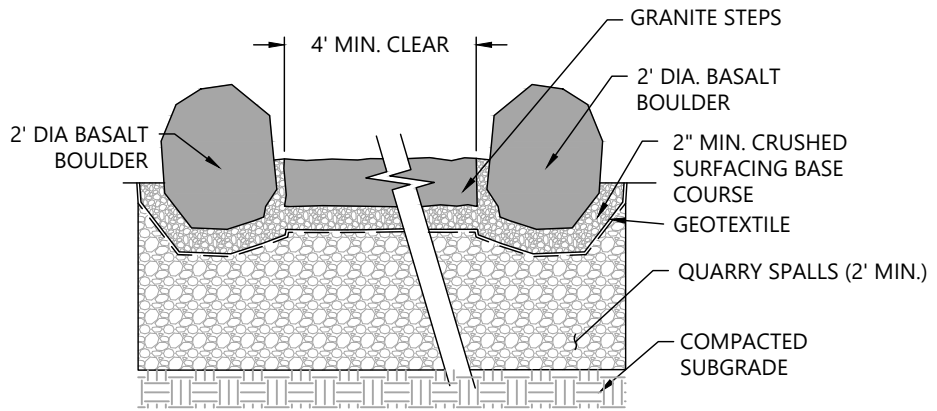
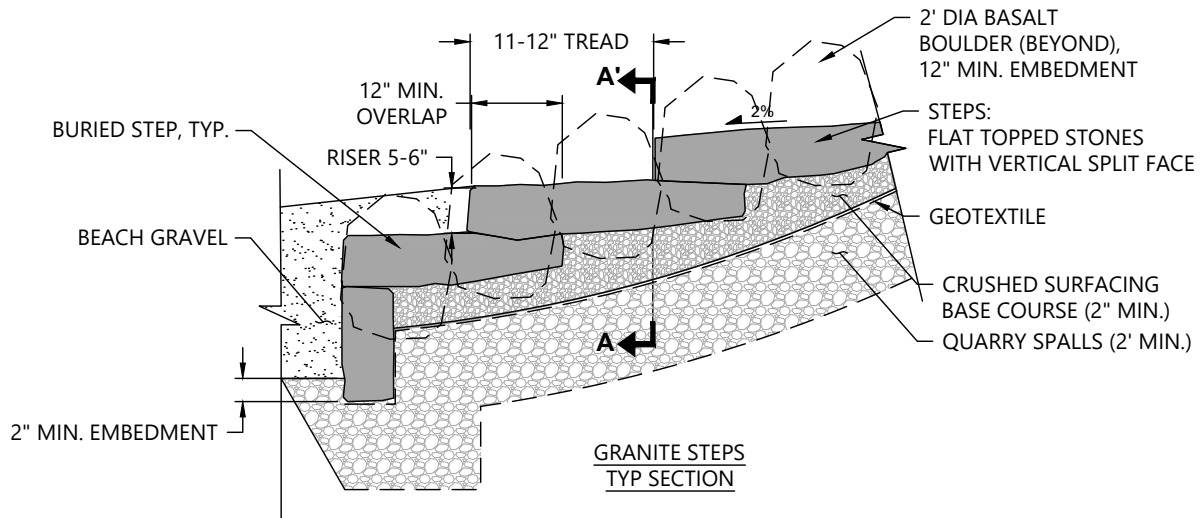
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**DATE:** MARCH 2022

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**PAGE:** 12 OF 16

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TYP. SECTION A-A'

**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

**MATERIALS DETAILS**

NOT TO SCALE

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
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**ANCHOR QEA**  
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**PAGE:** 13 OF 16

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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-006 (Planting).dwg Figure 14

MATCHLINE, SEE FIGURE 15

200' SHORELINE BUFFER

LAKE WASHINGTON






EXISTING PIER

EXISTING PATH

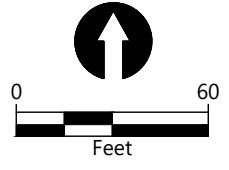
THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

LEGEND:

-  PROJECT LIMIT
-  5 POST-GRADING CONTOUR IN FEET (NAVD88)
-  4 POST-GRADING CONTOUR IN FEET (NAVD88)
-  PROPOSED OHWM (18.67' NAVD88)
-  EXISTING TREE

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** SEE FIGURE 16 FOR PLANT SCHEDULE.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011



**PLANTING PLAN (1 OF 2)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

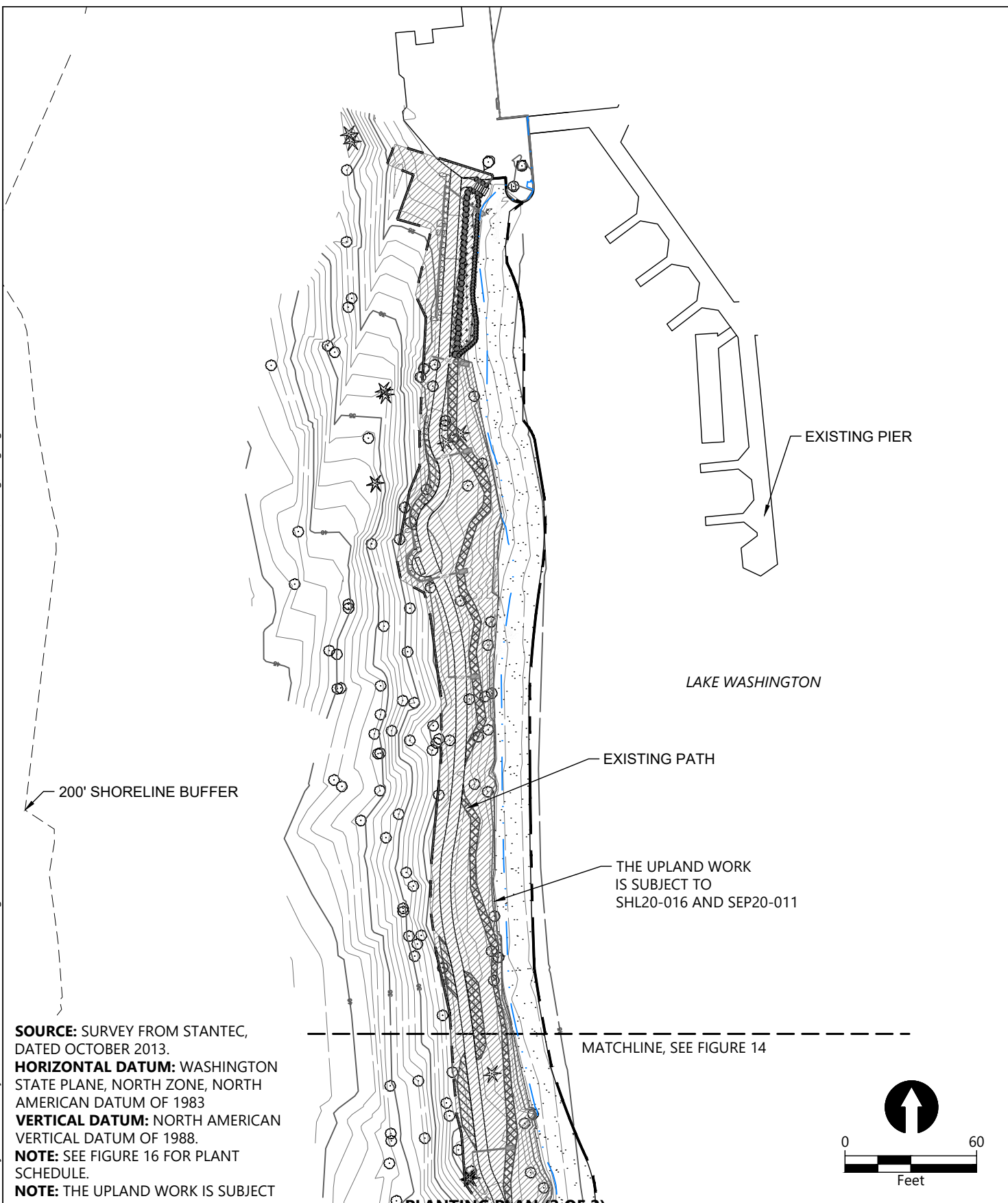
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**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** MARCH 2022  
**PAGE:** 14 OF 16



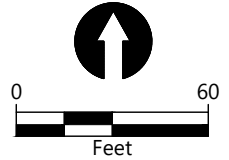
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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\JARPA\1018-JP-006 (Planting).dwg Figure 15



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** SEE FIGURE 16 FOR PLANT SCHEDULE.  
**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

**PLANTING PLAN (2 OF 2)**



<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> MARCH 2022</p>
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PLANT SCHEDULE					
COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARKS	COUNT
<b>NATIVE RIPARIAN SHRUBS MEDIUM TO TALL AND TREES</b>					
Beaked Hazelnut	<i>Corylus cornuta</i>	2 Gal.	5' O.C.	Equal mix of plant species shall be used	20
Oceanspray	<i>Holodiscus discolor</i>	2 Gal.	5' O.C.		20
Salmonberry	<i>Rubus spectabilis</i>	2 Gal.	5' O.C.		20
Thimbleberry	<i>Rubus parviflorus</i>	2 Gal.	5' O.C.		20
Oregon grape	<i>Mahonia aquifolium</i>	2 Gal.	5' O.C.	Prickly species to be used in desire trail locations near access points	10
Dwarf Rose	<i>Rosa gymnocarpa</i>	2 Gal.	5' O.C.		10
Wood's rose	<i>Rosa woodsii</i>	2 Gal.	5' O.C.		10
Vine Maple	<i>Acer circinatum</i>	2 Gal.	5' O.C.	Equal mix of plant species shall be used	20
Douglas Fir	<i>Pseudotsuga menziesii</i>	2 Gal.	5' O.C.		20
Western Red Cedar	<i>Thuja plicata</i>	2 Gal.	5' O.C.		20
<b>NATIVE RIPARIAN SHRUBS LOW</b>					
Salal	<i>Gaultheria shallon</i>	1 Gal.	3' O.C.	Equal mix of plant species shall be used	30
Low Oregon grape	<i>Mahonia nervosa</i>	1 Gal.	3' O.C.		30
Swordfern	<i>Polystichum munitum</i>	1 Gal.	3' O.C.		30
Snowberry	<i>Symphoricarpus albus</i>	1 Gal.	3' O.C.		30
Evergreen huckleberry	<i>Vaccinium ovatum</i>	1 Gal.	3' O.C.		30
<b>WILLOWS</b>					
Hooker Willow	<i>Salix hookeriana</i>	1" Dia. x 30" Long Livestake	2' O.C.	Equal mix of plant species shall be used	40
Scouler Willow	<i>Salix scouleriana</i>	1" Dia. x 30" Long Livestake	2' O.C.		40
Redosier Dogwood	<i>Cornus stolonifera</i>	1" Dia. x 30" Long Livestake	2' O.C.		40
<b>EXISTING TREES</b>					

**NOTE:** THE UPLAND WORK IS SUBJECT TO SHL20-016 AND SEP20-011

**PLANT SCHEDULE**

<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88 <b>LATITUDE:</b> 47.591034 N <b>LONGITUDE:</b> -122.224481 W <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON <b>NEAR/AT:</b> MERCER ISLAND <b>COUNTY:</b> KING <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> MARCH 2022</p>
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# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | [www.mercerisland.gov](http://www.mercerisland.gov)



---

## DETERMINATION OF NON-SIGNIFICANCE (DNS)

---

Application Nos.:	<b>SEP20-011</b>
Description of proposal:	<b>Review under the State Environmental Policy Act (SEPA) to construct an 800 linear foot (LF) pedestrian trail with wheelchair-accessible grades, decommission an existing pedestrian trail and install native shoreline plantings with erosion control along 785 LF of Lake Washington shoreline.</b>
Proponent:	<b>Andrew Prince (City of Mercer Island)</b>
Location of proposal:	<b>2040 84th Ave SE Mercer Island WA 98040; Identified by King County Assessor tax parcel numbers: 0624059014, 072405HYDR, 0724059054</b>
Lead agency:	<b>City of Mercer Island</b>
Project Documents:	<b>Please follow this file path to access the associated documents for this project: <a href="https://mieplan.mercergov.org/public/SHL20-016&amp;SEP20-011/">https://mieplan.mercergov.org/public/SHL20-016&amp;SEP20-011/</a></b>

Based on review of the proposal and applicable City code sections, the lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment that is not addressed by the aforementioned code sections. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist. This information is available to the public on request.

\_\_\_\_\_ There is no comment period for this DNS.

✓  
\_\_\_\_\_ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

\_\_\_\_\_ This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by N/A at 5:00 pm.

Responsible Official: Lauren Anderson, Planner  
City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040  
Phone: (206) 275-7704  
Email: [lauren.anderson@mercerisland.gov](mailto:lauren.anderson@mercerisland.gov)

Date: **March 21, 2022**

Signature:

*Lauren Anderson*

### **APPEAL INFORMATION**

This decision to issue a Determination of Non-significance (DNS) rather than to require an EIS may be appealed pursuant to Section 19.21 of the Mercer Island Unified Land Development Code, Environmental procedures.

- ✓  
\_\_\_\_\_ Any party of record may appeal this determination to the City Clerk at 9611 SE 36<sup>th</sup> Street Mercer Island, WA 98040 no later than **5pm on April 4, 2022** by filing a timely and complete appeal application and paying the appeal fee. You should be prepared to make specific factual objections. Contact the City Clerk to read or ask about the procedures for SEPA appeals. To reverse, modify or remand this decision, the appeal hearing body must find that there has been substantial error, the proceedings were materially affected by irregularities in procedure, the decision was unsupported by material and substantial evidence in view of the entire record, or the decision is in conflict with the city's applicable decision criteria.

\_\_\_\_\_ There is no agency appeal.

\_\_\_\_\_ Any person aggrieved by the issuance of this decision may seek review from the Shorelines Hearings Board by filing a petition for review within twenty-one days of the date of filing of the decision as defined in RCW 90.58.140(6).

Within seven days of the filing of any petition for review with the Board, the petitioner shall serve copies of the petition on the Washington State Department of Ecology, the Office of the Attorney General, and the City of Mercer Island.

More information on this process can be found on the Shoreline Hearing Board's website: <http://www.eho.wa.gov/> or by calling (360)664-9160.



October 2021  
Luther Burbank Park South Shoreline and Trail Restoration Project

---



## Critical Areas Study (Updated)

Prepared for City of Mercer Island

October 2021

Luther Burbank Park South Shoreline and Trail Restoration Project

## Critical Areas Study (Updated)

**Prepared for**

City of Mercer Island  
2040 84th Avenue SE  
Mercer Island, Washington 98040

**Prepared by**

Anchor QEA, LLC  
1201 3rd Avenue, Suite 2600  
Seattle, Washington 98101

# LIST OF REPORT CONTRIBUTORS

## **Report prepared by:**

Calvin Douglas, Biologist, Anchor QEA

Casey Janisch, PE, Geotechnical Engineer, Anchor QEA

## **Report reviewed and approved by:**

Josh Jensen, Senior Planner, Anchor QEA

John Laplante, PE, Senior Geotechnical Engineer, Anchor QEA (Section 3.5 Geologically Hazardous Areas only)





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## APPENDICES

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## ABBREVIATIONS

CAS	Critical Areas Study
City	City of Mercer Island
DNR	Department of Natural Resources
DPS	distinct population segment
ESA	Endangered Species Act
ESU	evolutionarily significant unit
LWD	large woody debris
MICC	Mercer Island City Code
NAVD88	North American Vertical Datum of 1988
NMFS	National Marine Fisheries Service
NWI	National Wetlands Inventory
OHWM	ordinary high water mark
Park	Luther Burbank Park
PEM	palustrine emergent wetland
PHS	Priority Habitats and Species
Project	Luther Burbank Park South Shoreline Trails Restoration Project
SMP	Shoreline Master Program
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
WDFW	Washington Department of Fish and Wildlife

# 1 Introduction

The City of Mercer Island (City) is proposing the Luther Burbank Park South Shoreline and Trail Restoration Project (Project) located at Luther Burbank Park (Park) on Lake Washington in the City of Mercer Island, King County Washington, 98040 (Township 24 North, Range 5 East, Sections 6 and 7). The Project is intended to decommission the existing trail and rebuild an accessible trail upslope of the Park's shoreline. Additionally, the Project includes in-water shoreline restoration and erosion repair and installation of a small granite step segment to improve access to water. A vicinity map is shown in Figure 1, an aerial photograph of the Study Area is shown in Figure 2, and the proposed Project Area is shown in Figure 3.

This Critical Areas Study (CAS) has been prepared by Anchor QEA to support the local permitting and land use review for the Project consistent with the critical areas reporting requirements in the 2020 Mercer Island City Code (MICC) Chapter 19.07.110. This CAS evaluates the presence of existing critical areas within the Project Area and potential impacts to the critical areas and regulated buffers as defined in the Critical Areas Ordinance in MICC Chapter 19.07 (2020 and 2011). Critical areas regulated under the Critical Areas Ordinance include wetlands, watercourses, fish and wildlife conservation areas (or wildlife habitat conservation areas per the 2011 Critical Areas Ordinance), and geologically hazardous areas. Per MICC 19.07.170 (2020) and MICC 19.07.090 (2011), the site review for this CAS also included a survey for bald eagle (*Haliaeetus leucocephalus*) nests within the larger Study Area (the Park boundary) to identify areas used by bald eagles for foraging, nesting, and roosting, or within 660 feet of a bald eagle nest.

Project staff gathered and reviewed existing information consistent with MICC Chapter 19.07 (2011 and 2020) to assess existing critical areas. To support this review, Anchor QEA performed a critical areas site visit at the Park on February 19, 2020.

This CAS was updated in May 2020 to demonstrate compliance with the 2011 Critical Areas Ordinance codified in MICC Chapter 19.07.050, and the City of Mercer Island Shoreline Master Program (SMP) adopted in 2015 and codified in MICC Chapter 19.07.100 (City of Mercer Island 2015). This updated CAS is being provided in response to comments in a letter from the City of Mercer Island Community Planning and Development, received on April 15, 2020. The comments suggest that because the new SMP has not yet been adopted, compliance with the 2011 Critical Areas Ordinance must also be demonstrated. The letter also requested additional information on how the Project complies with applicable SMP criteria.

## 1.1 Project Purpose

The purpose of the Project is to improve the ecological function and address ongoing erosion of the shoreline along the Luther Burbank Park south shoreline. Relocation of the trail upslope is part of this strategy to improve habitat and ecological function. The existing trail along the edge of the shoreline will be decommissioned and replanted with native species. Non-native and invasive will be removed throughout the project area. Trail relocation will also improve recreational opportunities and public access by rebuilding an accessible trail upslope of the Park's shoreline. Other environmental and public access improvements include placing fish habitat gravel and intermittent large woody debris (LWD) along the shoreline, adding granite steps to improve access to the water, invasive plant species removal, and shoreline buffer riparian planting.

## 1.2 Project Background and Description

In 2013, the City and Anchor QEA designed a shoreline restoration plan for the section of Park shoreline between the swim beach and the main dock. A part of this restoration plan includes the Project, which decommissions the existing shoreline trail and rebuilds an accessible trail upslope from the shoreline. The existing trail is close to the shoreline, and in some places undercut by wave action, creating an unsafe walking surface and possibly contributing to future erosion. By decommissioning the existing trail and rebuilding it upslope, restoring and repairing the shoreline and installing a small granite step segment, the Project will accomplish several important outcomes:

- Reduce shoreline impacts by:
  - Removing foot traffic from eroding the ground adjacent to the shoreline
  - Planting native plants within the decommissioned trail footprint, improving soil stability, and providing habitat and nearshore shading
- Provide an accessible trail, replacing the current informal trail with a more publicly accessible trail
- Build the new trail on sustainable grades using best management practices that reduce future maintenance
- Install new trail with a compacted crushed gravel surface that would provide access to an existing fishing dock as well as connectivity between heavily used recreation areas at the boat dock and swim beach areas
- Install habitat-grade gravel (2-inch minus) along the shoreline to address ongoing erosion and provide suitable habitat
- Install a small granite step segment that will facilitate public access to the water

Proposed activities include the following:

- Relocate the existing approximately 725-linear-foot trail located along the Park shoreline upslope (inland) of the existing trail location with a restored crushed rock path (approximately 800 linear feet and 5 feet wide)
- Clear and grub the area of the relocated trail
- Plant native trees and shrubs in cleared areas and in the location of the existing trail
- Install an irrigation system for the newly planted native vegetation
- Install rockery wall along segments of the trail
- Install split rail fence
- Install benches on concrete slabs
- Place approximately 450 cubic yards habitat-grade gravel across approximately 785 linear feet of the shoreline to restore the shoreline, address ongoing erosion, and improve habitat function
- Place large intermittent LWD to further address erosion of the shoreline and increase shoreline complexity and function
- Install a small granite step segment

The Project plan set, included in Appendix A, provides additional detail.

### **1.3 Statement of Accuracy and Assumptions**

The information provided in this CAS has been prepared by professional ecologists and professional engineers using the best available science to provide an evaluation of critical areas and potential impacts. This CAS documents that there are no wetlands or streams present at or nearby the Project Area. In addition, no bald eagle nests were identified within 660 feet of the Project Area, as identified per U.S. Fish and Wildlife Service (USFWS) bald eagle nest disturbance management guidelines (USFWS 2020a). The Project Area does have Erosion, Landslide, and Seismic Hazard Areas as defined by MICC 19.07.160 (2020) and MICC 19.07.060 (2011), and discussion of risk mitigation through design and construction is provided.

This CAS assumes that a waiver from the geologically hazardous areas development standards for trail building in MICC 19.07.160(F) (2020) and MICC 19.07.030(A)(9) (2011) will be issued by the City to allow the trail surface to be constructed of compacted crushed gravel which is technically considered an impervious surface. As described in this CAS, the proposed engineered surface including crushed gravel is anticipated to reduce the potential hazards of erosion and landslides within the geologically hazardous area from what is currently present at the existing trail. In addition, by planting native vegetation within and adjacent to the decommissioned trail and by placing habitat-grade gravel across the shoreline for shoreline protection, the potential hazards of erosion and landslides will be further addressed.

## 1.4 Review of Existing Information

Anchor QEA reviewed the following sources of information to support field observations:

- MICC (2020 and 2011)
- Mercer Island GIS Portal (City of Mercer Island 2020)
- King County iMap Interactive Mapping Tool (King County 2020a)
- Luther Burbank Park South Shoreline Restoration Upland Trails Project Plan Set (Anchor QEA 2020)
- National Marine Fisheries Service (NMFS) Endangered Species Act (ESA) status reviews and listing information (NMFS 2020)
- U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Web Soil Survey (USDA 2020)
- USFWS Bald Eagle Management Guidelines and Conservation Measures (USFWS 2020a)
- USFWS Mapper for National Wetlands Inventory (NWI) Map Information (USFWS 2020b)
- USFWS ESA status reviews and listing information (USFWS 2020c)
- Washington Department of Fish and Wildlife (WDFW) Priority Habitats and Species (PHS) Maps (WDFW 2020a)
- WDFW SalmonScape Mapper (WDFW 2020b)
- Aerial photographs publicly available via Google Earth

## 2 Study Area Description

The Study Area for this CAS includes the entire Park property where the Project is located. The Park encompasses 77 acres along the shoreline of Lake Washington (Figure 2). The Park consists of paved, unpaved, and boardwalk walking trails, upland and wetland forest and shrub areas, mowed grass lawn areas, picnic shelters, park maintenance facilities, administrative buildings, and parking lots. The shoreline of Lake Washington forms the east and north boundary of the Park. Residential property is located west and south of the Park. I-90 is also located south of the Park.

The Project Area includes the area of about 200 feet around the existing trail and shoreline. To the north of the trail and shoreline is a former boiler building with a restroom. The area surrounding the trail is forested. The south end includes an existing swim beach.

As described in Section 3 of this CAS, the critical areas analysis for wetlands, watercourses, fish and wildlife conservation areas, and geologically hazardous areas was completed within the Project Area and the bald eagle nest survey area was expanded to include the entire Study Area.

### 2.1 Topography

The topography of the Study Area slopes down from the inland side of the Park to the Lake Washington shoreline. Slopes in the Project Area also slope down from the inland side to the shoreline and range from 15% to 40%. Topographic maps identify the elevation in the Project Area as between 24 and 16 feet North American Datum of 1988 (NAVD88), sloping towards the shoreline, as shown on the plan set in Appendix A.

### 2.2 Soils

The NRCS Web Soil Survey (USDA 2020) identifies three soil series types within the Study Area: Kitsap silt loam, 2% to 8% slopes and 15% to 30% slopes, Puget silty clay loam, and Seattle muck. There is one soil series, Kitsap silt loam, 2% to 8% slopes mapped in the location of the Project Area. NRCS mapped soils are shown in Figure 4.

The Washington State Department of Natural Resources (DNR) Geologic Information Portal (DNR 2020) identified nearby hand augers conducted for the former steam plant. These investigations indicate the subsurface consists of alluvial sand overlying glacial drift deposits of silty clay.

### 2.3 Hydrology

The Project is located in the Cedar-Sammamish Basin Water Resource Inventory Area 8 (Ecology 2020). Hydrologic characteristics in the Study Area are influenced by regional groundwater, direct precipitation, surface water runoff, wetlands, and Lake Washington. Wetlands and water



features are located in the Park (Study Area), but are not present within the Project Area, as described in Sections 3.2 and 3.3.

No stream channels, areas of inundation, or seeps were identified in the Project Area during the site visit. Lake Washington is hydraulically controlled by the U.S. Army Corps of Engineers (USACE), as described in Section 3.4.3. WDFW PHS data and SalmonScape data do not identify any freshwater surface stream channels to Lake Washington within the Project Area (WDFW 2020a, WDFW 2020b).

## 2.4 Plant Communities

The Study Area includes a mixture of City-maintained native and nonnative upland and wetland tree, shrub, herbaceous, and grass vegetation communities, ornamental vegetation, and mowed grass areas. The Project Area is forested and includes native and nonnative upland tree, shrub, and herbaceous vegetation communities. No wetlands are located within the Project Area, as described in Section 3.2. In Lake Washington, areas of dense non-native aquatic vegetation, Eurasian milfoil (*Myriophyllum spicatum*), can be found intermittently along the shoreline of the Park.

Freshwater emergent wetland habitat is mapped by WDFW in the north area of the Park outside of the Project area, but within the larger Study Area (see Figure 5 for NWI results). These wetland features were reviewed during the bald eagle survey. Within the Project Area, the USFWS Wetlands Mapper for National Wetlands Inventory map information (USFWS 2020b), WDFW PHS data (WDFW 2020a), King County critical area maps (2020), and City of Mercer Island critical area maps (2020b) do not identify freshwater wetland habitat. Anchor QEA ecologists did not identify any freshwater wetlands in the Project Area during the site visit, substantiating the online data.

## 3 Critical Areas Assessment

This section describes and assesses critical areas within the Project Area as defined under the MICC Chapter 19.07 (2020 and 2011), including wetlands, watercourses, fish and wildlife conservation areas, and geologically hazardous areas. Terrestrial and aquatic habitats and plant communities are described. WDFW-documented species and priority habitats and ESA-listed species and critical habitats within and in the vicinity of the Study Area are also identified. A bald eagle nest survey was performed within the Study Area as part of the site visit. The bald eagle nest survey is the only component of this assessment that includes the larger Study Area as opposed to the smaller Project Area where the proposed work will occur.

### 3.1 Methods

To document and describe wetlands, watercourses, fish and wildlife conservation areas, and geologically hazardous areas within the Project Area, Anchor QEA reviewed existing information (Section 1.2) and performed an aerial photograph assessment. Additionally, Anchor QEA conducted a critical areas site visit at the Project Area on February 19, 2020. The entire Project Area was accessible during the site visit. During the site visit, Anchor QEA documented general information regarding habitats and dominant plant species and communities. Potential wetland features were evaluated based on MICC wetland delineation criteria; however, no wetland conditions were observed within the Project Area.

Visible wildlife species, tracks, and other signs observed during the site visit were documented. The bald eagle nest survey was performed by walking through the Study Area with a set of binoculars and scanning trees within the Study Area.

The ordinary high water mark (OHWM) of Lake Washington was not delineated during the site visit because Lake Washington is hydraulically controlled, and the low- and high-water elevations are established. Photographs taken to document vegetation and habitat conditions are included in Appendix B.

This CAS evaluates terrestrial and aquatic habitats and plant communities based on physical observations and using the existing information described in Section 1.2. WDFW-documented species and priority habitats and ESA-listed species and critical habitats within and near the Project Area and Study Area are also evaluated.

### 3.2 Wetlands

No wetland conditions were observed within the Project Area during the February 2020 site visit. Additionally, USFWS NWI data (Figure 5; USFWS 2020b) and King County (2020) critical area maps do not identify wetland areas within at least 1,000 feet of the Project Area. USFWS NWI data

(USFWS 2020b) and WDFW PHS data (WDFW 2020a) identify a palustrine emergent wetland (PEM) wetland feature within the north area of the Park, about 1,400 feet from the Project Area boundary. This wetland feature was also observed during the field site visit but was not delineated as it is well outside of the affected area. WDFW PHS data (WDFW 2020a) also identify a PEM wetland feature in the south area of the Park near the lake shoreline, about 500 feet from the Project Area boundary. This wetland and associated buffers will not be affected by the Project. During the site visit this PEM wetland habitat was also observed but not delineated.

Because there are no wetlands within the Project Area, and no impacts to wetlands or wetland buffers will result from the Project, no further evaluation is provided in this CAS.

### **3.3 Streams**

No streams, drainage channels, areas of inundation, seeps, or associated riparian habitat were observed within the Project Area during the February 2020 site visit. Additionally, WDFW PHS data (WDFW 2020a), SalmonScape data (WDFW 2020b), and King County critical area maps (King County 2020b) do not identify any stream channels on Mercer Island. USFWS NWI data (Figure 5; USFWS 2020b), identify two riverine channels south of the Study Area boundary that are more than 700 feet from the Project Area and will not be affected by the Project.

Because there are no streams within the Project Area, and no impacts to streams or stream buffers will result from the Project, no further evaluation is provided in this CAS.

### **3.4 Fish and Wildlife Habitat Conservation Areas**

Per MICC Chapter 19.07 (2020 and 2011), fish and wildlife habitat conservation areas include the following:

- Areas where state or federally listed endangered, threatened, sensitive, or candidate species, or species of local importance, have primary association
- Priority habitats and areas associated with priority species identified by the WDFW
- Areas used by bald eagles for foraging, nesting, and roosting, or within 660 feet of a bald eagle nest
- Watercourses and wetlands and their buffers
- Biodiversity areas

Lake Washington is regulated as a fish and wildlife habitat conservation area under the MICC. Fish and wildlife habitat conservation areas inland of the lake shoreline within the larger Study Area identified during the site visit include wetlands and associated buffers (as described in Section 3.2) and bald eagle nesting and roosting habitat. Fish and wildlife habitat conservation areas within the Project Area include the existing riparian buffer along Lake Washington. No additional fish and wildlife habitat conservation areas were observed.

### 3.4.1 Vegetation

The Project Area is dominated by a mixture of native and nonnative upland tree, shrub, and herbaceous vegetation. The majority of the Project Area is an overstory of forested vegetation. Dominant tree species include red alder (*Alnus rubra*), Douglas fir (*Pseudotsuga menziesii*), black cottonwood (*Populus trichocarpa*), and Pacific madrona (*Arbutus menziesii*), with big-leaf maple (*Acer macrophyllum*) and western red cedar (*Thuja plicata*) also occurring. Native shrub species include red elderberry (*Sambucus racemosa*), snowberry (*Symphoricarpos albus*), vine maple (*Acer circinatum*), Nootka rose (*Rosa nutkana*), and salmonberry (*Rubus spectabilis*). Native understory species include salal (*Gaultheria shallon*), sword fern (*Polystichum munitum*), and trailing blackberry (*Rubus ursinus*). The Project Area is also dominated by several nonnative invasive species such as English laurel (*Prunus laurocerasus*), Himalayan blackberry (*Rubus armeniacus*), holly (*Ilex aquifolium*), and English ivy (*Hedera helix*). Photographs of vegetation in the Project Area are included in Appendix B.

In Lake Washington, areas of dense non-native aquatic vegetation, Eurasian milfoil, can be found intermittently along the shoreline of the Park.

### 3.4.2 Wildlife and Habitat

Vegetation communities within the Project Area provide a range of habitat for terrestrial wildlife. Wildlife relies on vegetation for food, shelter, and cover from predators. Wildlife diversity is generally related to the structure and composition of plant species within vegetative communities. In general, vegetation communities that contain few species or vegetative layers (herbaceous vegetation, shrubs, or trees) support a low diversity of wildlife, whereas vegetation communities that are more complex and contain a wide variety of plant species and vegetative layers can support a greater diversity of wildlife. The dominant presence of nonnative vegetation reduces the overall quality of potential habitat for wildlife species. The Park is surrounded by residential development, so vegetated corridors connecting habitat within the Project Area to undisturbed habitats is limited.

Although a comprehensive wildlife survey has not been conducted within the Project Area, with the exception of the bald eagle survey, vegetation communities within the Project Area likely provide habitat for a variety of terrestrial wildlife species common to King County and western Washington that are adapted to park settings within urban residential areas. The Project Area provides habitat for native and nonnative bird, amphibian, reptile, insect, and small mammal species to breed, forage, and rest.

The aquatic habitat of Lake Washington provides quality habitat for aquatic species, as described in Section 3.4.3, but in general, lake shoreline riparian habitat is of moderate quality in the vicinity of the Project Area.

### 3.4.2.1 Bald Eagle Survey

One bald eagle nest was observed in the north portion of the Study Area in a Douglas fir tree, about 1,400 feet from the Project Area boundary. During the site visit a pair of bald eagles were observed perched on the nest tree and on adjacent Douglas fir trees.

There are a variety of tall trees within the Study Area that provide suitable bald eagle roosting habitat. Trees within the Project Area are generally smaller, typically less than 40 feet tall, and not of a size typically associated with bald eagle perching and roosting. Overall, no potential bald eagle nest trees were observed within the Project Area and no bald eagle nests were identified within 660 feet of the Project Area, the minimum distance identified under USFWS bald eagle nest disturbance management guidelines to avoid disturbances to nesting bald eagles (USFWS 2020a) and as regulated per MICC 19.07.170 (2020) and MICC 19.07.090 (2011). See Photograph 7 in Appendix B, taken during the survey documenting bald eagle presence.

### 3.4.3 Lake Washington

Lake Washington is a fish and wildlife habitat conservation area per MICC 19.07 (Critical Areas). The OHWM of Lake Washington was not delineated during the February 2020 site visit because the lake is hydraulically controlled by USACE at the Hiram M. Chittenden Ballard Locks. USACE lowers the lake in the winter months (typically in December) to a low-water elevation of 16.67 feet NAVD88 to allow for flood storage. In the summer (typically in June), the lake level is raised to a high-water elevation of 18.67 feet NAVD88. Therefore, the Project defines the OHWM as 18.67 feet NAVD88 and the ordinary low water mark as 16.67 feet NAVD88.

Lake Washington provides habitat for a variety of aquatic species. Fish species occurrence and migration documented in Lake Washington according to the WDFW PHS and SalmonScape websites (WDFW 2020a, 2020b) include bull trout (*Salvelinus confluentus*), Chinook salmon (*Oncorhynchus tshawytscha*), Puget Sound steelhead (*O. mykiss*), sockeye salmon (*O. nerka*), and coho salmon (*O. kisutch*). Other fish species that are present in Lake Washington include coastal cutthroat trout (*O. clarkii clarkii*), largemouth and smallmouth bass (*Micropterus salmoides* and *M. dolomieu*), yellow perch (*Perca flavescens*), and black crappie (*Pomoxis nigromaculatus*).

### 3.4.4 Priority Species and Habitats

The WDFW PHS data (WDFW 2020a) do not document occurrences of any terrestrial species or priority habitats in the Project Area or the Study Area or north of I-90. South of I-90 several areas are mapped as priority habitat biodiversity corridors. Fish species documented in Lake Washington according to the WDFW PHS and SalmonScape websites are described in Section 3.4.3. Analysis of federally listed species and critical habitats protected under the ESA, as identified by USFWS and NMFS, is described in Section 3.4.5.

### 3.4.5 ESA-Listed Species and Critical Habitat

ESA-listed species and critical habitats under NMFS and USFWS jurisdiction in western Washington are referenced on the agencies' websites. The NMFS identifies ESA-listed species that occur or may occur within a broad geographic area, such as an evolutionarily significant unit (ESU) or a distinct population segment (DPS), rather than a project-specific location (NMFS 2020). The USFWS identifies ESA-listed species that occur or may occur within a specific location where a project is proposed (USFWS 2020c). The following subsections describe ESA-listed species and critical habitats that may occur in the vicinity of the Project Area and the larger Study Area.

#### 3.4.5.1 Federally Listed Species that May Occur in the Study Area

The status of federally listed species and critical habitats protected under the ESA that occur or may occur within the Study Area as of publication of this CAS is presented in Table 1. As shown in Table 1, four ESA-listed species occur or may occur within the Study Area, primarily in Lake Washington. Of these species, three are aquatic (fish) and one is terrestrial (bird). No ESA-listed plant or insect species are identified as potentially occurring within the Study Area. Designated critical habitat for all four species is present within King County. However, critical habitat for marbled murrelet (*Brachyramphus marmoratus*) does not occur within the Study Area due to lack of suitable habitat.

**Table 1**  
**Federally Listed Species that May Occur in the Study Area, with their ESA and Critical Habitat Status**

Species	Status	Agency	Critical Habitat
<b>Salmonids</b>			
Chinook salmon ( <i>Oncorhynchus tshawytscha</i> )	Threatened (Puget Sound ESU)	NMFS	Designated
Puget Sound steelhead trout ( <i>Oncorhynchus mykiss</i> )	Threatened (Puget Sound ESU)	NMFS	Designated
Bull trout ( <i>Salvelinus confluentus</i> )	Threatened (Puget Sound DPS)	USFWS	Designated
<b>Birds</b>			
Marbled murrelet ( <i>Brachyramphus marmoratus</i> )	Threatened	USFWS	Designated (does not include Study Area)

The following discussion provides an assessment of the potential presence of ESA-listed species and habitats within the Study Area.

### 3.4.5.1.1 ESA-Listed Fish Species

All three of the ESA-listed fish species identified in Table 1 are documented in Lake Washington and are known to occur or potentially occur in the vicinity of the Study Area. The freshwater habitat of Lake Washington is within designated critical habitat for Chinook salmon, steelhead, and bull trout.

### 3.4.5.1.2 ESA-Listed Terrestrial Species

Marbled murrelets are more commonly associated with marine habitat instead of the freshwater habitat in the Study Area. The urbanized Mercer Island shoreline and recreational boat traffic on Lake Washington are unfavorable to marbled murrelets.

### 3.4.5.2 Federally Listed Species that Do Not Occur in the Study Area

There are four ESA-listed or proposed species identified by the USFWS as potentially occurring in the Study Area; however, these species do not occur in the vicinity of the Study Area based on the species' life history and habitat requirements. These species are identified in Table 2.

**Table 2**  
**Federally Listed Species with Life History and Habitat Requirements that Do Not Occur in the Study Area, with their ESA and Critical Habitat Status**

Species	Status	Agency	Critical Habitat
<b>Mammals</b>			
Gray wolf ( <i>Canis lupus</i> )	Proposed Endangered	USFWS	None designated or proposed
Wolverine ( <i>Gulo gulo luscus</i> )	Proposed Threatened	USFWS	None designated or proposed
<b>Birds</b>			
Streaked horned lark ( <i>Eremophila alpestris strigata</i> )	Threatened	USFWS	Designated (does not include Study Area)
Yellow-billed cuckoo ( <i>Coccyzus americanus</i> )	Threatened	USFWS	Proposed (does not include Study Area)

Potential habitat for the four ESA-listed terrestrial species identified in Table 2 (gray wolf, wolverine, streaked horned lark, and yellow-billed cuckoo) is not located within miles of the Study Area due to dense, urban development. Additionally, these species are not typically associated with areas of human activity except in rare, usually temporary, circumstances.

## 3.5 Geologically Hazardous Areas

Potential geologic hazards identified in the Study Area include the hillside along Lake Washington based on the assessment methods (described in section 3.5.1) and the geologic site visit conducted

on February 19, 2020. The results of the boundary verification are presented in the following sections.

### *3.5.1 Assessment Method*

Field reconnaissance was performed by an Anchor QEA geotechnical professional on February 19, 2020. This reconnaissance entailed walking the Project Area to identify (and map, if encountered) visible surface features such as slide scarp areas, historic landslide features, steep slopes, and seepage areas that might not otherwise be indicated on the soil survey, aerial photography, or geologic maps.

Anchor QEA reviewed the following sources of information to support field observations:

- NRCS online Web Soil Survey (NRCS 2020)
- City of Mercer Island online critical areas maps (City of Mercer Island 2020)
- King County Parcel Viewer (online access February 2020)
- Historic and current aerial photographs publicly available via Google Earth
- DNR Geologic Information Portal (DNR 2020)

MICC 19.07.160 (2020) describes three categories of geologically hazardous areas subject to critical areas review: 1) Erosion Hazard Areas, 2) Landslide Hazard Areas, and 3) Seismic Hazard Areas. Each area is discussed in more detail. The 2011 Critical Areas Ordinance generally covers these three categories under its geologic hazard areas section.

### *3.5.2 Erosion Hazard Areas*

As defined in the MICC 19.16.010 (2020 and as generally covered in the 2011 code), Erosion Hazard Areas are those areas greater than 15% slope and subject to a severe risk of erosion due to wind, rain, water, slope, and other natural agents, including those soil types or areas identified by the USDA NRCS as having a "severe" or "very severe" rill and inter-rill erosion hazard. Two different sources of information were used to evaluate whether areas of the property are considered an Erosion Hazard Area.

The first source of data is the USDA soil classification. Classes of soils in the Project Area consist exclusively of Kitsap silt loam. The second source of data is the City of Mercer Island Map of Critical Areas (City of Mercer Island 2020). This map was reviewed to determine whether erosion hazards were previously established for the Project Area. The shoreline slope is designated as an Erosion Hazard Area throughout the Project Area.

Erosion of the Lake Washington shoreline area along the toe of the hillside was observed during the site visit (Photograph 8). This includes erosion that is exacerbated by presence of the existing trail along the shoreline. The results of the Erosion Hazard Areas mapping are depicted in Figure 6.



### 3.5.3 *Landslide Hazard Areas*

Several factors can designate a site as a Landslide Hazard Area. Per MICC 19.16.010 (2020 and as generally covered under the 2011 code), a landslide hazard is defined as an area with one or a combination of the geologic, topographic, and hydrologic factors as following:

1. Areas of historic failures
2. Areas with all three of the following characteristics:
  - a. Slopes steeper than 15%
  - b. Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock
  - c. Springs or groundwater seepage
3. Areas that have shown evidence of past movement or that are underlain or covered by mass wastage debris from past movements
4. Areas potentially unstable because of rapid stream incision and streambank erosion
5. Steep slopes consisting of any slope of 40% or greater calculated by measuring the vertical rise over any 30-foot horizontal run.

Factors No. 1 through 4 were evaluated through visual observations made during the February 2020 site visit by a geotechnical engineer to identify and map features that could potentially be considered landslide hazards. Areas of historic failure were not observed, but areas of erosion of the Lake Washington shoreline were observed during the site visit. Areas steeper than 15% slope were also present (Photograph 9). No evidence of recent landslides, scarps, or tension cracks were observed during the site visit in the Project Area. However, evidence of hillside creep was observed, indicated by leaning and s-shaped tree trunks (Photograph 10). Surficial ponding was observed at the site visit as shown in Photograph 11. This feature was determined to be from recent precipitation and did not meet the definition of a wetland or stream as confirmed by an Anchor QEA biologist.

Criterion 2b was evaluated using a nearby geotechnical report, that documents the subsurface as consisting of alluvium over Vashon glaciomarine drift. From the DNR Geologic Information Portal, nearby hand augers conducted for the former steam plant indicate the subsurface consists of sand overlying silty clay.

Factor No. 5 was evaluated by analyzing LiDAR topography data to identify steep slopes in the Project Area, along with the City of Mercer Island Map of Critical Areas. The site areas were found to exist flatter than 40% slope and are consistent with the City of Mercer Island map shown in Figure 7.

The shoreline slopes are considered potential landslide areas based on meeting all of the criteria in element 2.

### **3.5.4 Seismic Hazard Areas**

Seismic Hazard Areas are areas subject to severe risk of damage as a result of earthquake induced ground shaking, slope failure, settlement, soil liquefaction or surface faulting. Evaluating seismic hazard areas in detail typically requires a comprehensive geotechnical engineering evaluation. This evaluation would include, at a minimum, geotechnical borings to characterize Project Area soils, and engineering evaluations of slope stability and liquefaction to identify and evaluate the presence of low-density cohesionless soils below the water table that may be susceptible to liquefaction. Based on the DNR Washington Geologic Information Portal, it is documented that an unnamed fault runs through the Project Area (DNR 2020) (Figure 8).

A detailed study of seismic hazards at this Project Area was not conducted as part of this critical areas review. Potential seismic hazards are defined by the City of Mercer Island Critical Areas Map as running adjacent to the shoreline where soils are likely saturated. Geologic mapping from the Washington Geologic Information Portal indicates that the subject properties are underlain by glacial till, which is typically not prone to liquefaction and generally presents minimal seismic risk (DNR 2020).

## **3.6 Shoreline Environment**

The Project is located adjacent to Lake Washington, and within the designated Urban Park Environment, under the City's current SMP (MICC Chapter 19.13). According to the SMP, this environment consists of shoreland areas designated for public access and recreation, specifically near Lake Washington. The areas include, but are not limited to, parks, street ends, public utilities, and other publicly owned rights-of-way. The uses located in this environment should be water-dependent and designed with no net loss to the ecological functions of the shorelands. Restoration of ecological functions is planned for these areas and is strongly encouraged.

As previously discussed, the shoreline within the Project Area is moderately sloped and forested, and includes native and nonnative upland tree, shrub, and herbaceous vegetation communities, as well as areas along the existing trail that are eroding. Additional information about Lake Washington and its shoreline is included in Section 3.4.3.

## 4 Critical Areas Impact Assessment

This section provides a summary of potential impacts to fish and wildlife habitat conservation areas and geologically hazardous areas, which are identified in this CAS as the only critical areas that occur within the Project Area and that could potentially be affected by the Project.

### 4.1 Fish and Wildlife Habitat Conservation Areas Assessment

The primary potential construction impact on fish and wildlife species and associated habitat is temporary removal and loss of habitat. Proposed construction will occur in areas with a mixture of native and nonnative upland and shoreline vegetation communities. Native trees, shrubs, and groundcover vegetation will be planted in areas where vegetation is cleared for the relocation of the trail and in the location of the where the existing trail is located. Non-native plant species will also be removed within the Project footprint. The Project will result in short-term impacts on wildlife habitat and species; however, it will mitigate for these effects through replanting disturbed areas. Removing existing nonnative vegetation and planting native plant species will improve overall habitat conditions for wildlife. Vegetation removal during construction will not include the removal of potential bald eagle nest trees or trees of a size typically associated with bald eagle roosting and perching habitat.

The proposed shoreline restoration and repair activities include work occurring along the shoreline of Lake Washington. Although temporary impacts due to excavation and placement of habitat gravel along the shoreline will occur during construction, the Project is expected to provide environmental benefits to the aquatic environment while providing necessary shoreline protection measures and public access. Turbidity and sedimentation from in-water construction activities are anticipated to occur during construction, resulting in minimal disturbance to the substrate in the short term and no long-term effects. The Project proposes “soft” shoreline stabilization measures that include the placement of suitable habitat gravel and intermittent LWD along the shoreline to provide additional habitat complexity and protection. A small granite step segment to improve access to the water will also be installed along the north end of the shoreline as part of the Project.

Noise associated with construction could result in avoidance behavior by some wildlife species, if they are present. However, the Study Area is a popular park that experiences ongoing human disturbance, and it is expected that wildlife would resume use of the Project Area once construction is complete. The existing bald eagle nest in the north area of the Park is located approximately 1,400 feet from the Project Area boundary, far outside the 660 feet minimum distance identified under USFWS bald eagle management guidelines to avoid disturbances to nesting bald eagles (USFWS 2020a) and as regulated per MICC 19.07.170 (2020) and MICC 19.07.050 (2011). The noise levels associated with operation of the Park after construction are expected to be consistent with current noise levels.

Overall, the Project will have temporary impacts, but will not result in measurable long-term impacts on ESA-listed species or critical habitats, and the removal of nonnative vegetation, planting of native plant species, placement of the habitat-grade gravel and LWD along the shoreline, and creation of approximately 800 square feet of new aquatic habitat will improve shoreline habitat conditions compared to existing conditions for wildlife species. The Project will result in long-term habitat improvements along the shoreline habitat of Lake Washington. Based on the proposed Project elements, if an ESA biological evaluation was performed for this Project, the effect determination for marbled murrelet would likely be “no effect.” Due to the in-water excavation and fill activities, temporary impacts to ESA-listed species and critical could occur. Therefore, the effect determination for Chinook salmon, steelhead, and bull trout species and associated critical habitats would likely be “may affect, not likely to adversely affect.” The Project will undergo ESA review under the Restoration and Planning consultation program for Lake Washington under a separate review process.

In summary, the Project is located within an urban park that experiences typical disturbance levels to wildlife habitat and species from human enjoyment and recreation. Proposed construction will temporarily affect a mixture of native and nonnative upland and shoreline vegetation communities during construction. In-water activities are limited to excavation and placement of the habitat-grade gravel in the shoreline and installation of LWD, which are expected to result in no net loss of ecological functions. The Project includes removing existing nonnative vegetation and planting native plant species along the Lake Washington shoreline which will improve overall habitat conditions for wildlife species compared to existing conditions.

## **4.2 Geologically Hazardous Areas Assessment**

The proposed trail design and shoreline restoration and repair will alter existing geologically hazardous areas and their associated buffers regulated under MICC 19.07.160 (2020) and MICC 19.07.060 (2011). Based on our review of these hazards, along with review of the relevant codes, the risk of construction within these hazards can effectively be mitigated to meet the requirements in MICC 19.07.160(B)(2) (2020) and MICC 19.07.060(D)(1) (2011). The Project will have no impact on adjacent properties nor on any areas, critical or otherwise, outside of the construction footprint. Construction of the shoreline trail and shoreline restoration and repair will have little impact on the seismic stability of the shoreline soils and will reduce the hazards of erosion and landslides by providing engineered drainage, planting, and erosion control. To address seismic hazards at the site, the Project does not include the construction of any occupied structures, and any damage due to a seismic event presents minimal risk to public safety.

The proposed trail surface will be constructed of compacted crushed gravel, which is technically considered an impervious material that is not allowed per MICC 19.07.160(F) (2020) and MICC 19.07.030(A)(9) (2011). Therefore, the City is requesting a waiver from this requirement as the proposed engineered surface is anticipated to improve conditions from what is currently present at

the existing trail. Improvements include reducing erosion potential at the site while allowing for an accessible trail surface and slope to be constructed. Consistent with MICC 19.07.160(F) (2020), the trail will be no wider than 5 feet and will be located to minimize the need for tree removal. Consistent with MICC 19.07.030(A)(9) (2011), the trail be constructed in a manner that does not significantly increase the risk of landslides or erosion hazards and it will be constructed to mitigate the encroachment to critical areas since it will be offset landward from the shoreline.

Overall, the Project will result in minimal alteration to the existing hillside, will remove and replace the existing dirt path that currently exacerbates shoreline erosion, will provide proper drainage for stormwater and any discovered hillside seeps (note that seeps were not identified during the site visit), and will address ongoing shoreline erosion by placement of habitat-grade gravel. The Project will be designed and constructed to mitigate risk of the identified hazards, and the proposed development does not pose a threat to public health, safety and welfare per MICC 19.07.160(B)(3)(d) (2020) and MICC 19.07.060(D)(2)(c) (2011).

### **4.3 Shoreline Environment Assessment**

The shoreline repairs will occur within the City of Mercer Island Shoreline Master Program (SMP)-designated Urban Park shoreline environment. The upland segment of the Project includes relocating the existing trail further upland, away from Lake Washington, and will have positive benefits for the shoreline environment. The Project includes removing existing nonnative vegetation and planting native species within nearby areas along Lake Washington, and will shift the trail landward from the shoreline, improving soil stability and providing habitat and nearshore shading (compared to existing conditions). Removing foot traffic from the old trail will reduce erosion adjacent to the shoreline. Instead, access to the water will be provided via a new designated granite step segment intended to focus foot traffic outside of the riparian buffer. Planting of native plant species in areas along the new trail alignment will also improve ecological function within the Project Area. The trail is designed to minimize the need for tree removal. These Project improvements are proposed to demonstrate no net loss of ecological functions per MICC 19.07.110(B)(2) (2011) and includes appropriate avoidance and minimization measures in compliance with the mitigation sequence per MICC 19.07.100 (2020).

The installation of habitat-grade gravel (below OHWM) and placement of LWD are proposed as restoration of ecological functions and nonstructural shoreline stabilization measures as permitted per MICC 19.13.040 and consistent with MICC 19.13.050(B)(5) (2020). Temporary impacts to the shoreline environment during construction will be avoided or minimized through implementation of best management practices. Overall, it is anticipated that the Project will result in a net benefit to shoreline ecological functions (i.e., no net loss of shoreline ecological function). Through these measures, the Project will adequately offset temporary construction impacts and avoid or minimize long-term impacts consistent with MICC 19.13.020(C) and critical areas mitigation sequencing requirements per MICC 19.07.100.

As previously indicated, the goal of the Project is to restore shoreline habitat and address erosion by providing a suitable fish habitat mix in the nearshore of Luther Burbank Park. It is anticipated that no mitigation will be required for these activities.

## 5 References

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## Figures

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**Figure 1**  
**Vicinity Map**

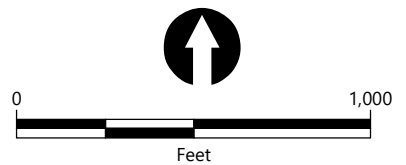
Critical Areas Study  
Luther Burbank Park South Shoreline Trails Restoration Project



**LEGEND:**

-  Project Area
-  Study Area

**NOTES:**



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**Figure 2**  
**Aerial Photograph of Study Area**  
Critical Areas Study  
Luther Burbank Park South Shoreline Trails Restoration Project







Former Boiler Building

Main Dock

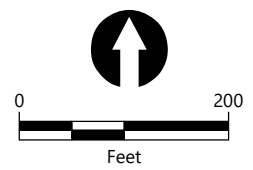
Lake Washington

Swim Beach

**LEGEND:**

-  Proposed Trail Alignment
-  Project Area
-  Major 10-foot Contour
-  Minor 2-foot Contour

**NOTES:**



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**Figure 3**  
**Project Area Boundary and Proposed Trail Relocation**

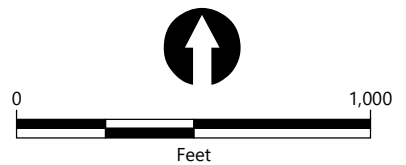
Critical Areas Study  
 Luther Burbank Park South Shoreline Trails Restoration Project



**LEGEND:**

- |  |   |
|--|---|
|  Project Area | <b>USDA NRCS Soil Type</b>  |
|  Study Area   |  Seattle Muck                              |
|  |  Puget Silty Clay Loam                     |
|  |  Kitsap silt loam, 2 to 8 percent slopes   |
|  |  Kitsap silt loam, 15 to 30 percent slopes |

**NOTES:**



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**Figure 4**  
**USDA NRCS Soils**

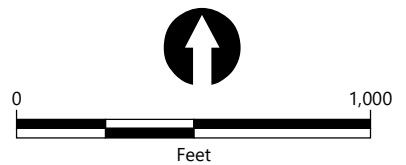
Critical Areas Study  
 Luther Burbank Park South Shoreline Trails Restoration Project



**LEGEND:**

- |  |   |
|--|---|
|  Project Area | <b>NWI Wetland Type</b>   |
|  Study Area   |  Lake                              |
|  |  Riverine                          |
|  |  Freshwater Emergent Wetland       |
|  |  Freshwater Forested/Shrub Wetland |

**NOTES:**







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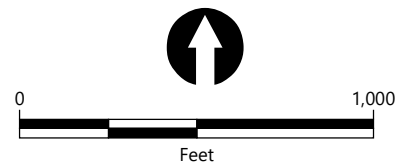
**Figure 5**  
**USFWS National Wetlands Inventory**  
 Critical Areas Study  
 Luther Burbank Park South Shoreline Trails Restoration Project



**LEGEND:**

-  Project Area
-  Study Area
-  Potential Slide
-  Erosion Hazard

**NOTES:**



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**Figure 6**  
**Erosion Hazard Areas**

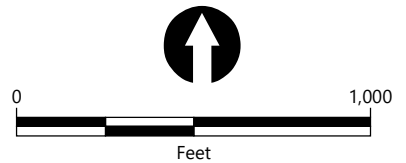
Critical Areas Study  
 Luther Burbank Park South Shoreline Trails Restoration Project



**LEGEND:**

- Project Area
- Study Area
- Steep Slope
- Protected Slope Area

**NOTES:**



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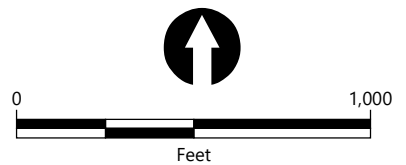
**Figure 7**  
**Steep Slope Hazard Areas**  
 Critical Areas Study  
 Luther Burbank Park South Shoreline Trails Restoration Project



**LEGEND:**

- - Fault Line
- Project Area
- Study Area
- Seismic

**NOTES:**



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**Figure 8**  
**Seismic Hazard Areas**

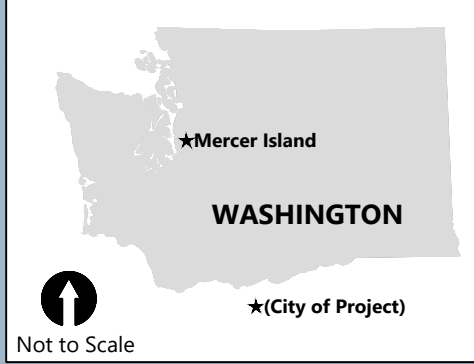
Critical Areas Study  
 Luther Burbank Park South Shoreline Trails Restoration Project



Appendix A  
Project Plan Set

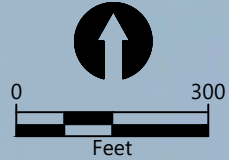
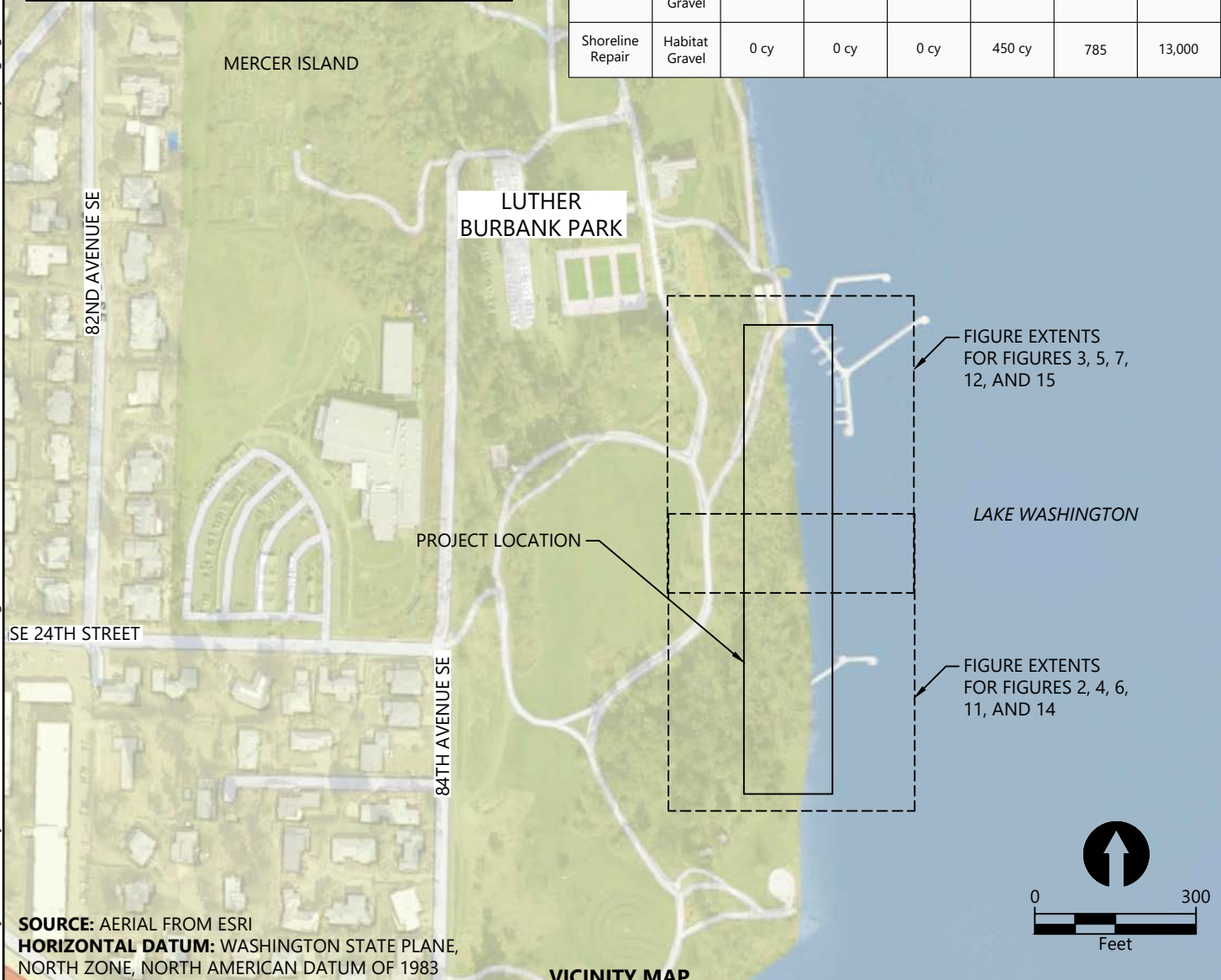
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TITLE	
SHEET NO.	Sheet Title
1	VICINITY MAP
2	EXISTING CONDITIONS (1 OF 2)
3	EXISTING CONDITIONS (2 OF 2)
4	DEMOLITION AND CLEARING PLAN (1 OF 2)
5	DEMOLITION AND CLEARING PLAN (2 OF 2)
6	GRADING PLAN (1 OF 2)
7	GRADING PLAN (2 OF 2)
8	GRADING SECTIONS (1 OF 3)
9	GRADING SECTIONS (2 OF 3)
10	GRADING SECTIONS (3 OF 3)
11	MATERIALS PLAN (1 OF 2)
12	MATERIALS PLAN (2 OF 2)
13	MATERIALS DETAILS
14	PLANTING PLAN (1 OF 2)
15	PLANTING PLAN (2 OF 2)
16	PLANT SCHEDULE



Earthwork Data							
Project Element	Fill Material Type	Cut Landward of OHWM	Cut Waterward of OHWM	Fill Landward of OHWM	Fill Waterward of OHWM	Linear Feet	Square Feet
Trail	Wood Chips, Top Soil, Gravel	375 cy	0 cy	200 cy	0 cy	800	13,000
Shoreline Repair	Habitat Gravel	0 cy	0 cy	0 cy	450 cy	785	13,000

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-001 (Vicinity).dwg Figure 1

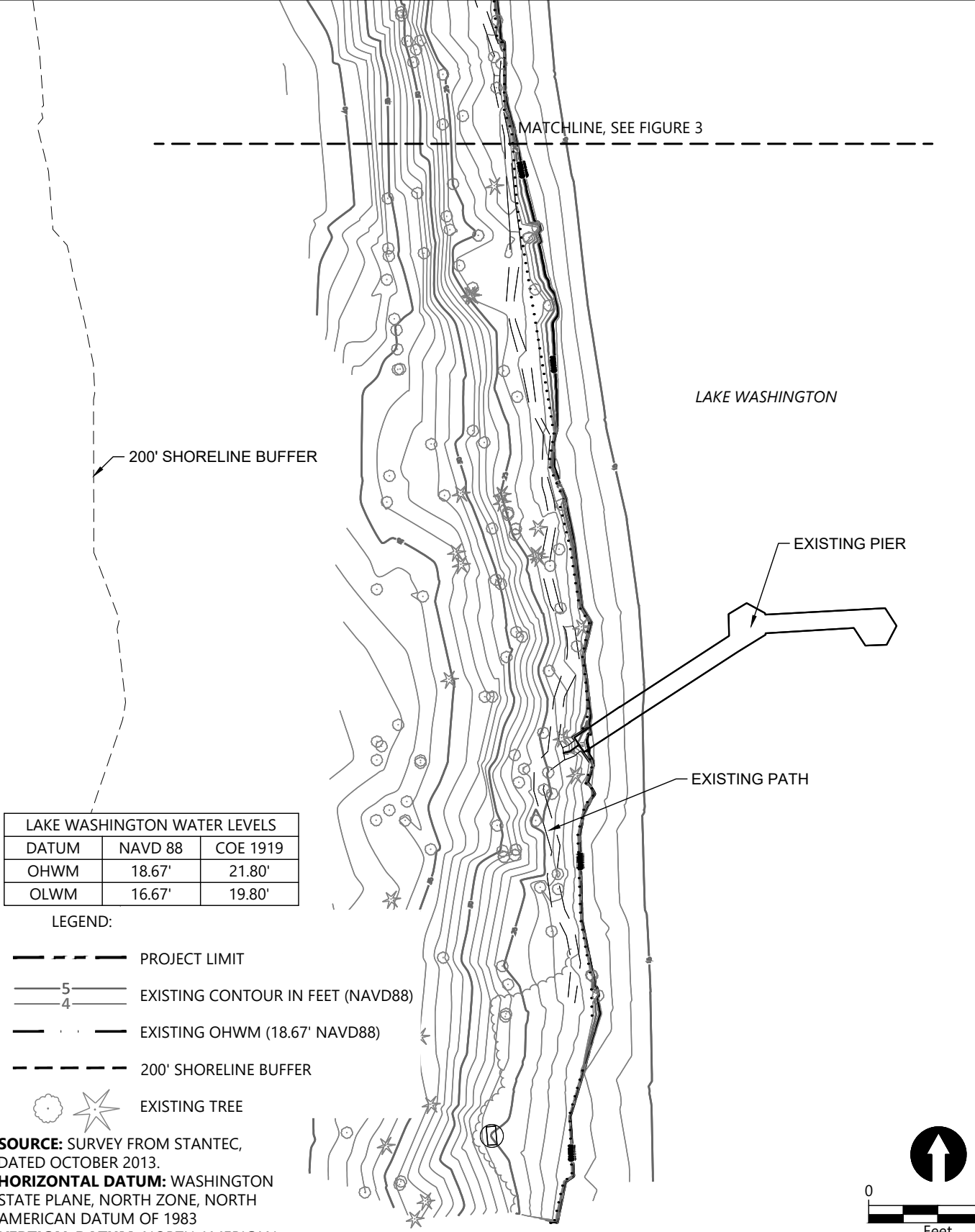


**SOURCE:** AERIAL FROM ESRI  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983

**VICINITY MAP**

<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> DECEMBER 2020</p>
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LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

**LEGEND:**

- PROJECT LIMIT
- EXISTING CONTOUR IN FEET (NAVD88)
- EXISTING OHWM (18.67' NAVD88)
- 200' SHORELINE BUFFER
- EXISTING TREE

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**EXISTING CONDITIONS (1 OF 2)**

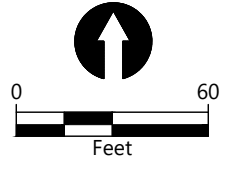
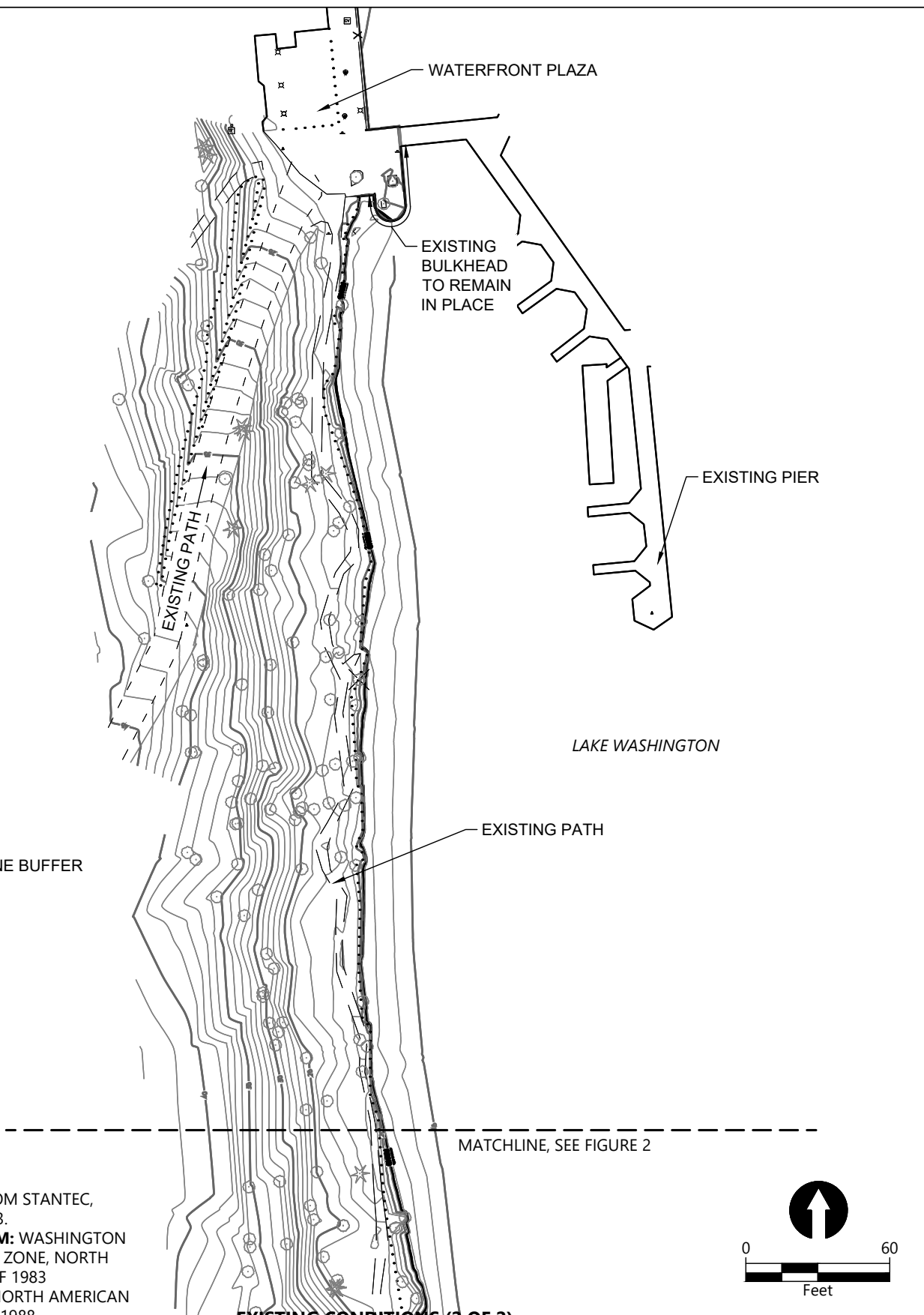
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**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** DECEMBER 2020



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-002 (Existing Conditions).dwg Figure 3



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**EXISTING CONDITIONS (2 OF 2)**

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**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** DECEMBER 2020



Apr 07, 2021 9:06am chawett

**DEMOLITION NOTES:**

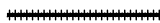







- (A)** NUMEROUS DOWNED LOGS & BOULDERS ALONG SHORELINE & IN WORK AREAS, SHOULD REMAIN IN PLACE AND BE PROTECTED.

MATCHLINE, SEE FIGURE 5

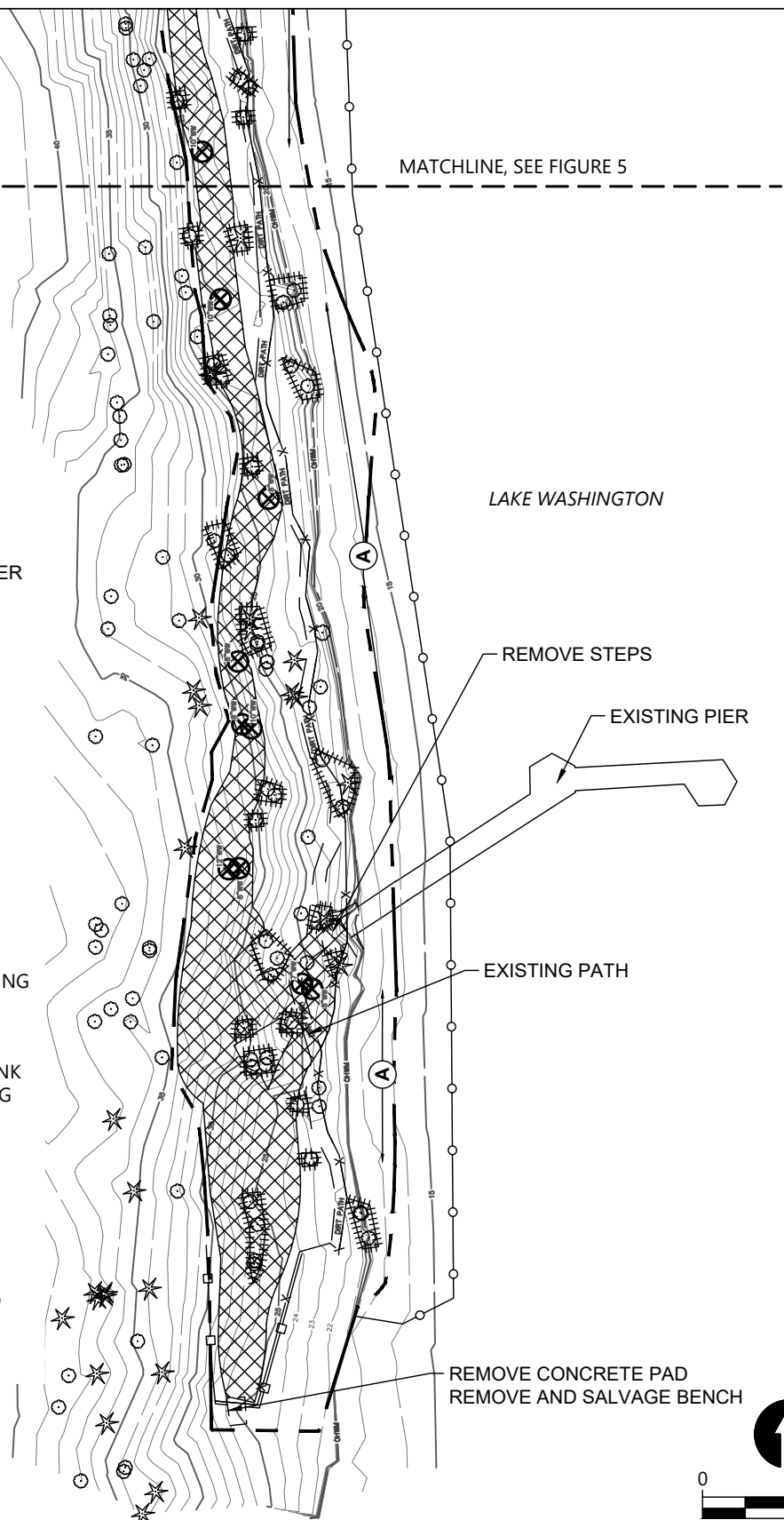
200' SHORELINE BUFFER

LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

**LEGEND:**

-  TREE PROTECTION FENCING
-  SILT FENCING
-  TEMPORARY 6" CHAINLINK CONSTRUCTION FENCING
-  FLOATING TURBIDITY CURTAIN
-  CLEAR AND GRUB
-  ITEM TO BE REMOVED
-  PAVERS TO BE REMOVED AND SALVAGED
-  10" LT TREE TO BE REMOVED

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.



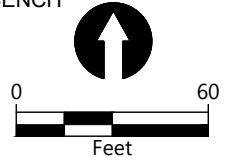
LAKE WASHINGTON

REMOVE STEPS

EXISTING PIER

EXISTING PATH

REMOVE CONCRETE PAD  
REMOVE AND SALVAGE BENCH



**DEMOLITION AND CLEARING PLAN (1 OF 2)**

**REFERENCE #:** N/A

**APPLICANT:** CITY OF MERCER ISLAND

**LOCATION:** 2040 84TH AVENUE SE  
MERCER ISLAND, WA 98040

**ADJACENT PROPERTY OWNERS:**  
1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT

**PROPOSED:** SHORELINE RESTORATION AND REPAIR

**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E

**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON

**DATE:** DECEMBER 2020



**DEMOLITION NOTES:**

**(A)** NUMEROUS DOWNED LOGS & BOULDERS ALONG SHORELINE & IN WORK AREAS, SHOULD REMAIN IN PLACE AND BE PROTECTED.

PROTECT PLAZA - PAVING & OTHER FEATURES OUTSIDE OF IRRIGATION TRENCHING

REMOVE & SALVAGE CONCRETE PAVERS

IRRIGATION TRENCHING

REMOVE SIGN

EXISTING PIER

LAKE WASHINGTON

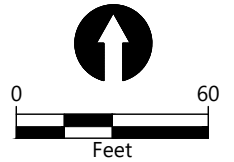
EXISTING PATH

200' SHORELINE BUFFER

MATCHLINE, SEE FIGURE 4

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**DEMOLITION AND CLEARING PLAN (2 OF 2)**

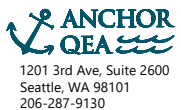


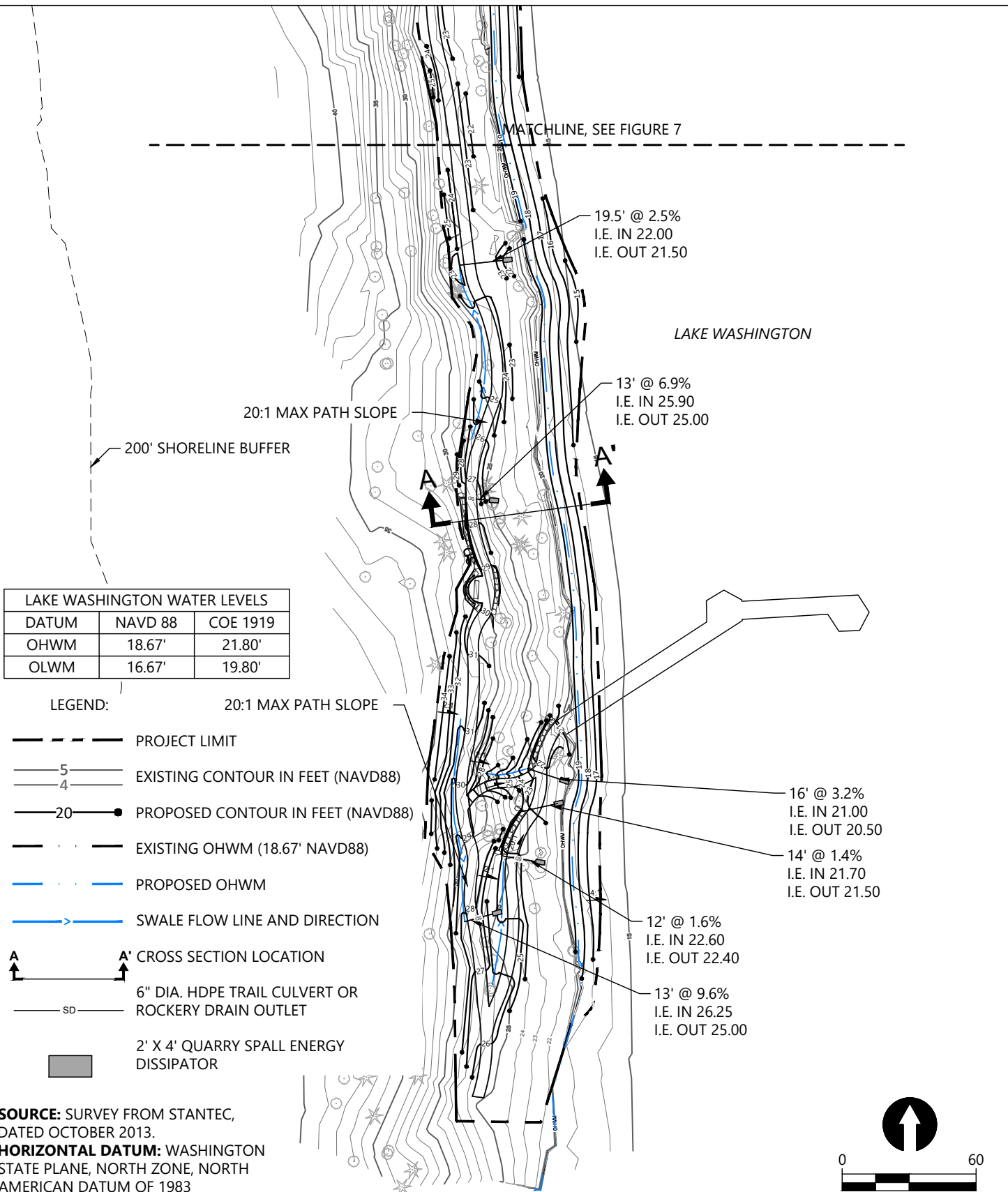
K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-005 (Demo).dwg Figure 5

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

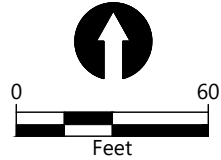
**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** DECEMBER 2020  
**PAGE:** 5 OF 16





**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

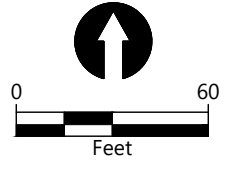
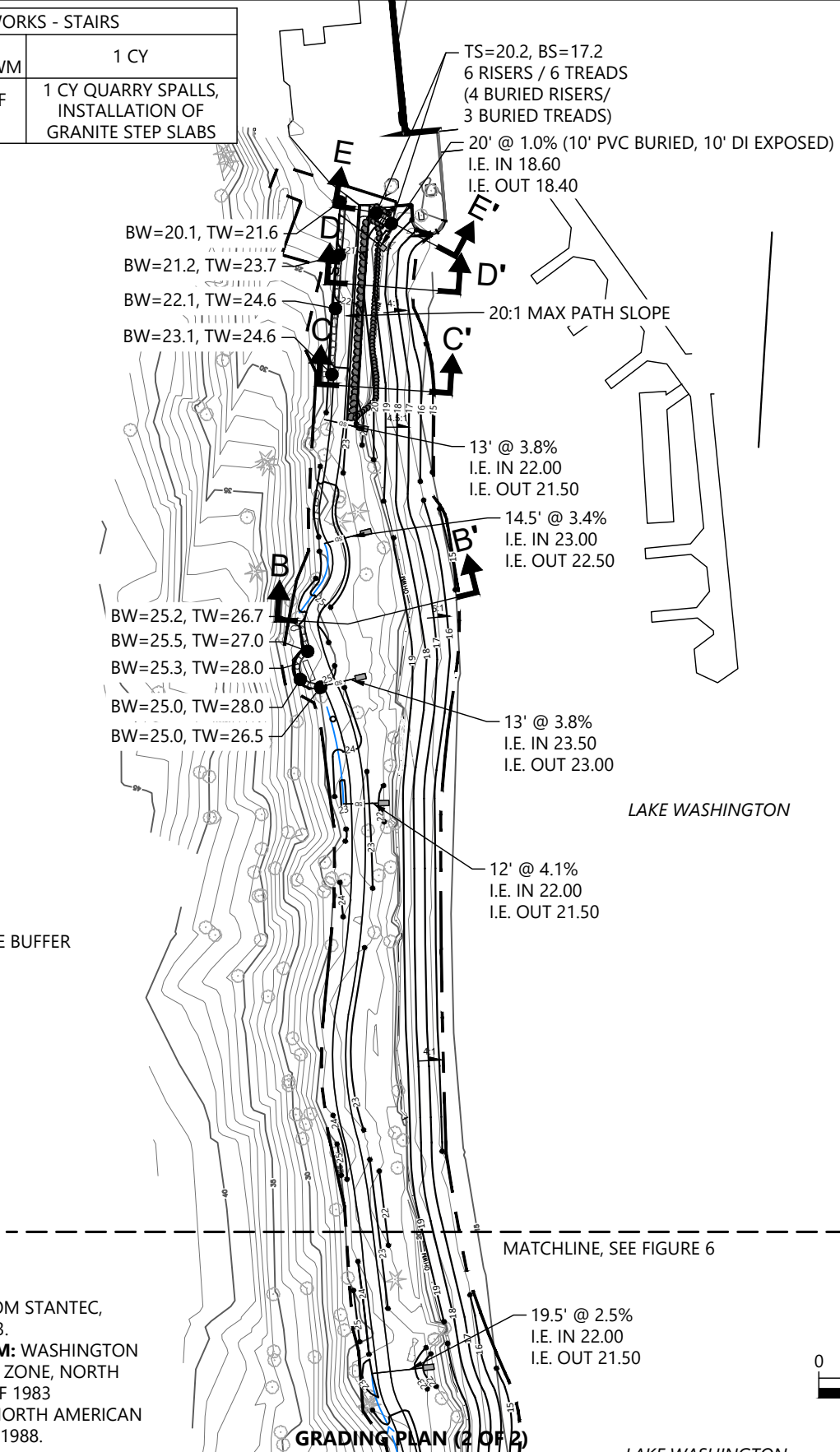
**GRADING PLAN (1 OF 2)**



<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> DECEMBER 2020</p>
--	---	---



EARTHWORKS - STAIRS	
EXCAVATION WATERWARD OF OHWM	1 CY
FILL WATERWARD OF OHWM	1 CY QUARRY SPALLS, INSTALLATION OF GRANITE STEP SLABS



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 7

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**GRADING PLAN (2 OF 2)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** DECEMBER 2020

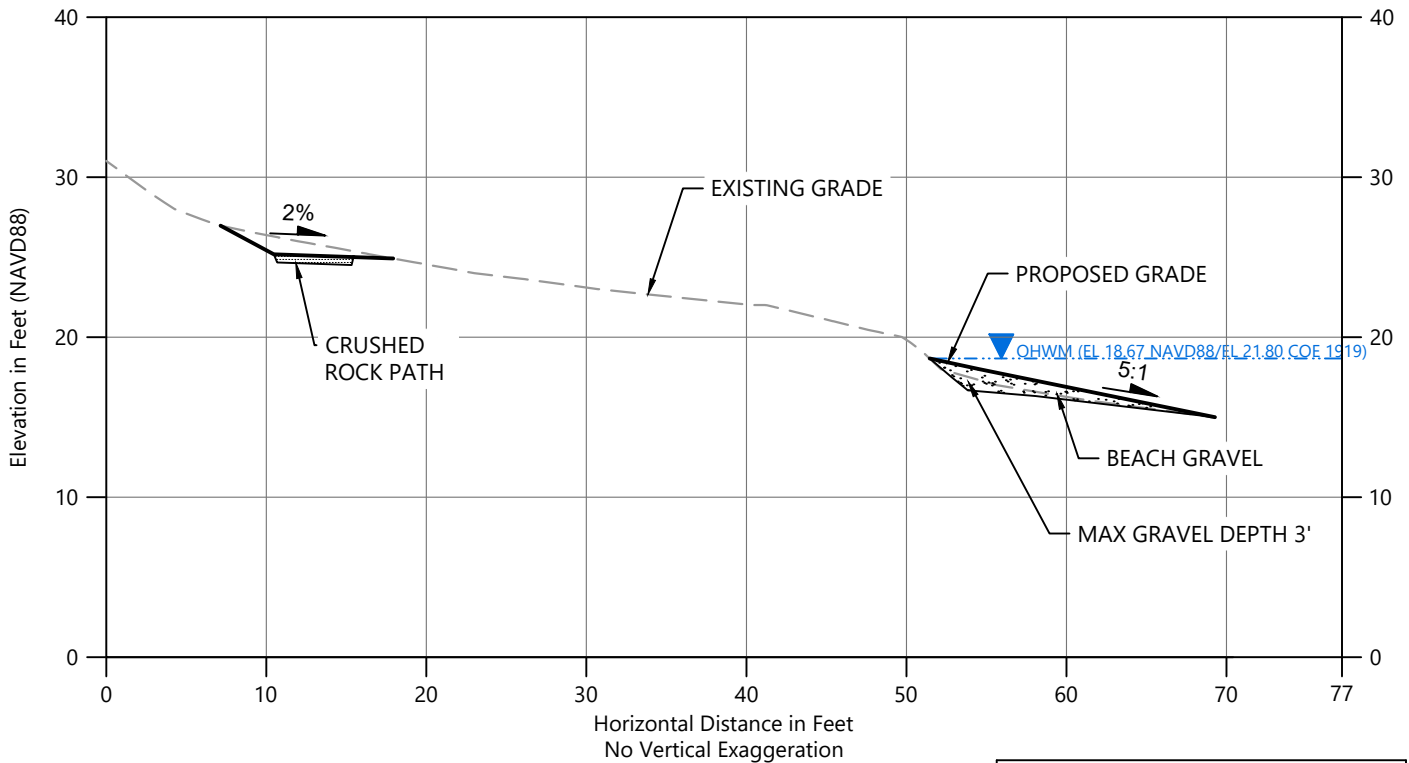
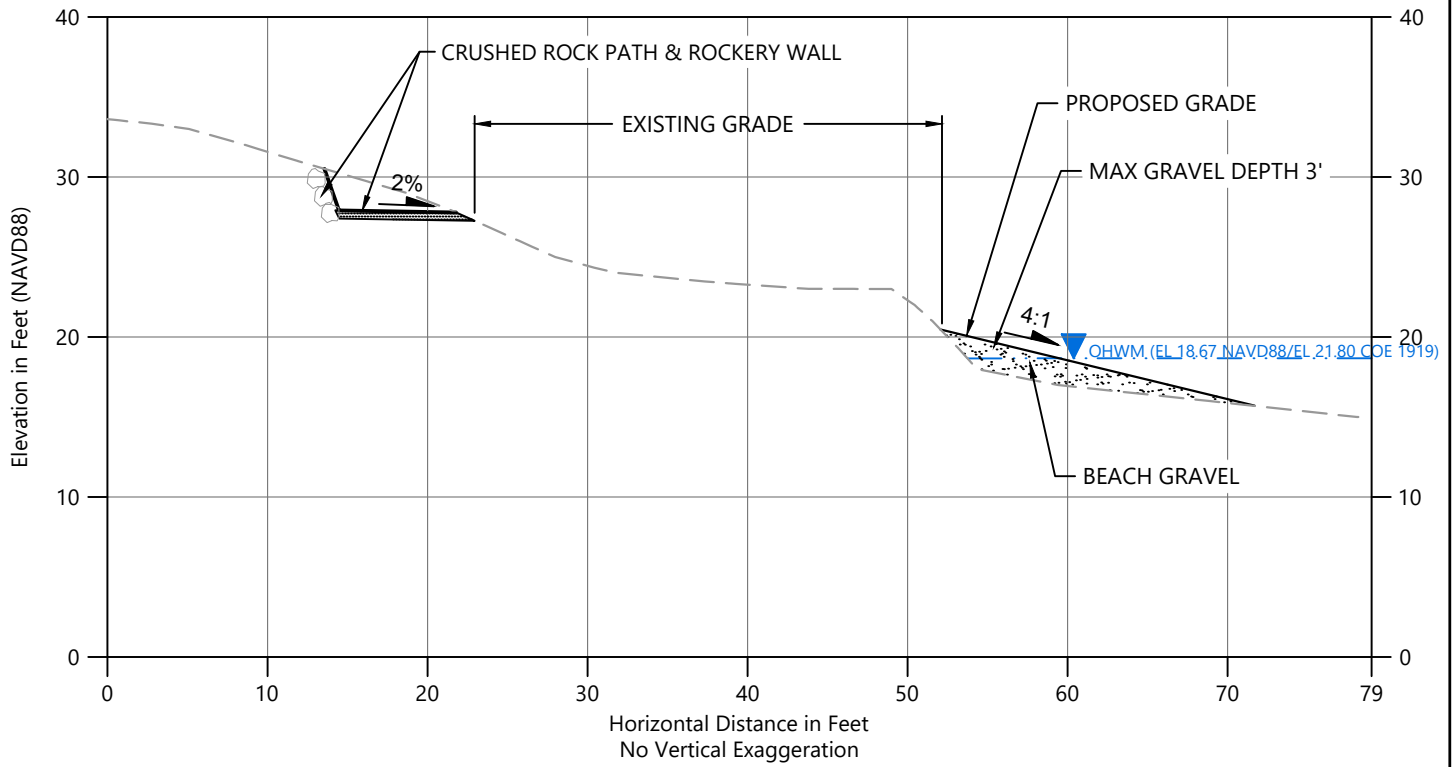
**ANCHOR QEA**  
1201 3rd Ave, Suite 2600  
Seattle, WA 98101  
206-287-9130

**PAGE:** 7 OF 16

Apr 07, 2021 9:06am chewart



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 8



LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

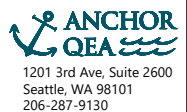
**GRADING SECTIONS (1 OF 3)**

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

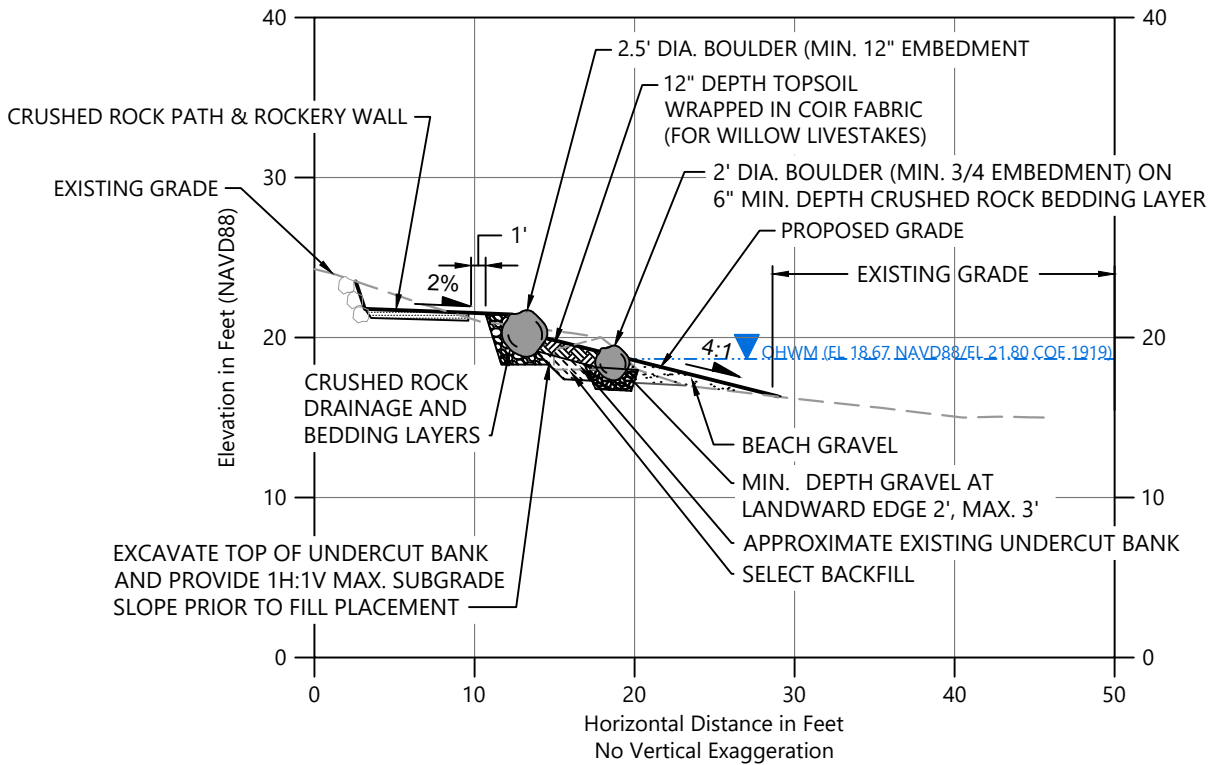
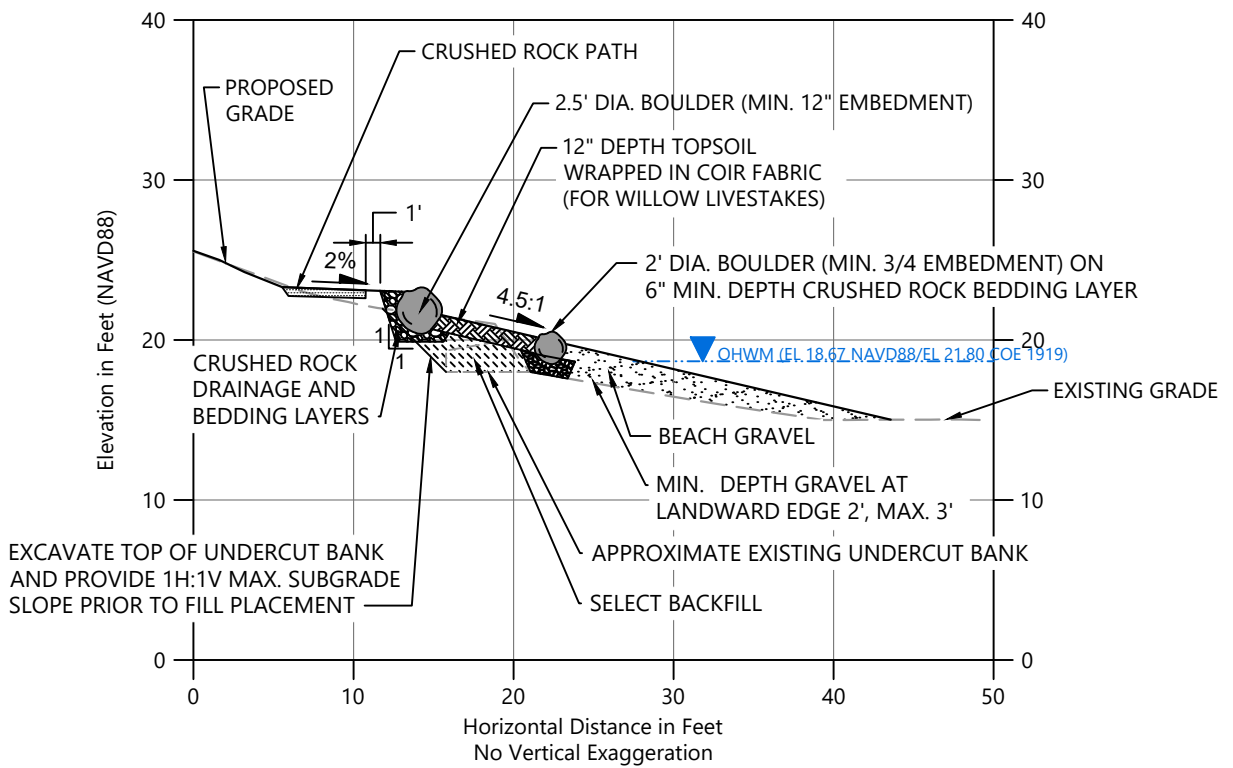
**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** DECEMBER 2020



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 9



**GRADING SECTIONS (2 OF 3)**

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**REFERENCE #:** N/A

**APPLICANT:** CITY OF MERCER ISLAND

**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040

**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT

**PROPOSED:** SHORELINE RESTORATION AND REPAIR

**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

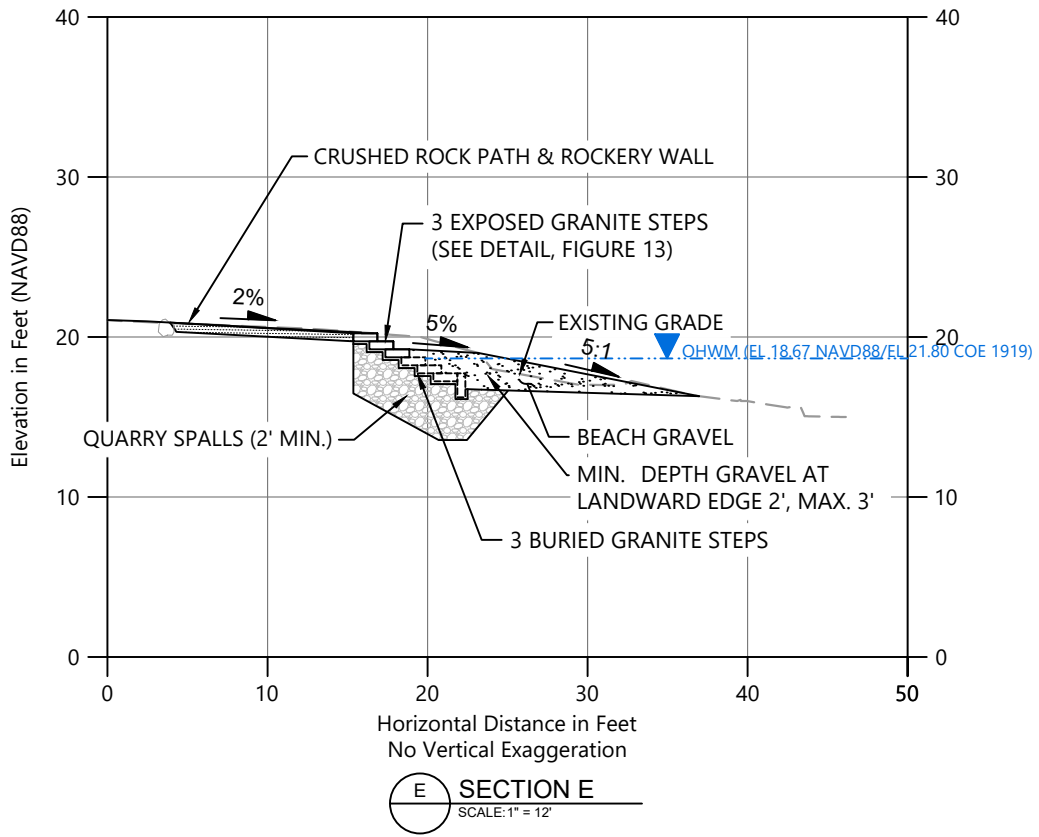
**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E

**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON

**DATE:** DECEMBER 2020



K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-003 (Grading).dwg Figure 10



**SOURCE:** SURVEY FROM STANTEC,  
DATED OCTOBER 2013.  
**VERTICAL DATUM:** NORTH AMERICAN  
VERTICAL DATUM OF 1988.

**GRADING SECTIONS (3 OF 3)**

**REFERENCE #:** N/A

**APPLICANT:** CITY OF MERCER ISLAND

**LOCATION:** 2040 84TH AVENUE SE  
MERCER ISLAND, WA 98040

**ADJACENT PROPERTY OWNERS:**  
1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND  
TRAIL RESTORATION PROJECT

**PROPOSED:** SHORELINE RESTORATION AND REPAIR

**PURPOSE:** UPDATE TRAIL, ADD SHORELINE  
RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E

**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON

**DATE:** DECEMBER 2020



Apr 07, 2021 9:06am chewart

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-004 (Materials).dwg Figure 11


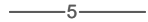
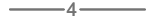













MATCHLINE, SEE FIGURE 12

LAKE WASHINGTON

200' SHORELINE BUFFER

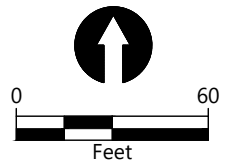
LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

LEGEND:

-  PROJECT LIMIT
-  POST-GRADING CONTOUR IN FEET (NAVD88)
-  POST-GRADING CONTOUR IN FEET (NAVD88)
-  PROPOSED OHWM (18.67' NAVD88)
-  SWALE FLOW LINE AND DIRECTION
-  CRUSHED ROCK PATH
-  BEACH GRAVEL
-  SPLIT RAIL FENCE
-  ROCKERY WALL
-  BOULDER
-  TOPSOIL (12" DEPTH)
-  WOOD CHIP MULCH
-  JUTE FABRIC
-  SURFACE MOUNTED BENCH ON 2' X 6' CONCRETE SLAB
-  FUTURE INTERPRETIVE SIGN LOCATION
-  LARGE WOODY DEBRIS

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

**MATERIALS PLAN (1 OF 2)**



Apr 07, 2021 9:06am chawett

**REFERENCE #:** N/A

**APPLICANT:** CITY OF MERCER ISLAND

**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040

**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT

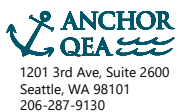
**PROPOSED:** SHORELINE RESTORATION AND REPAIR

**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E

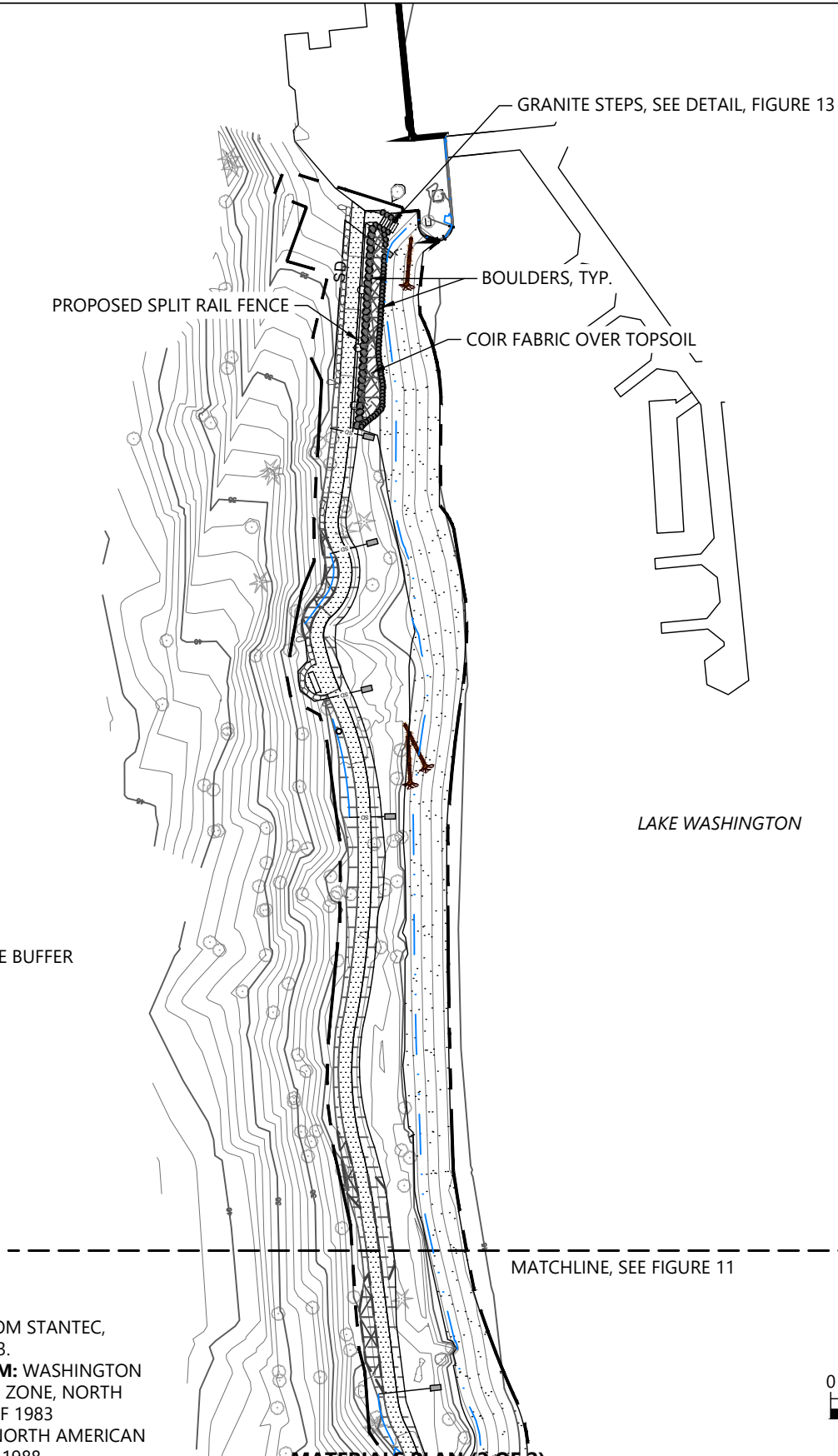
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON

**DATE:** DECEMBER 2020



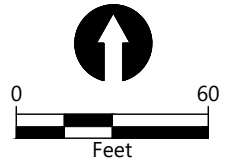
**PAGE:** 11 OF 16

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-004 (Materials).dwg Figure 12



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.

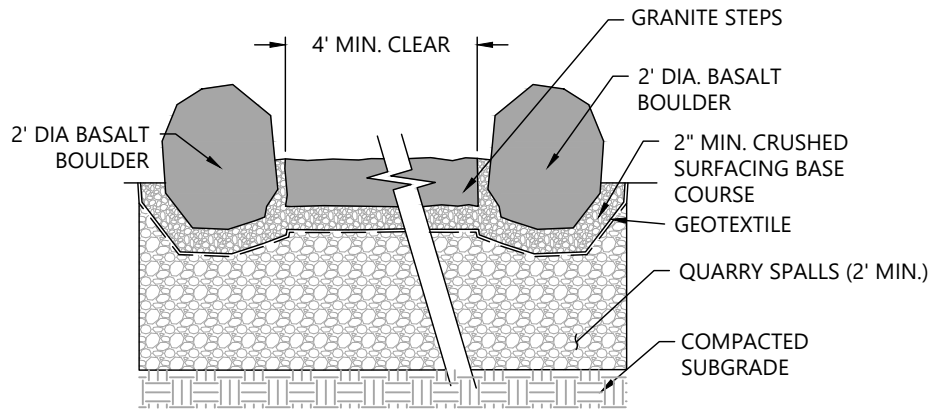
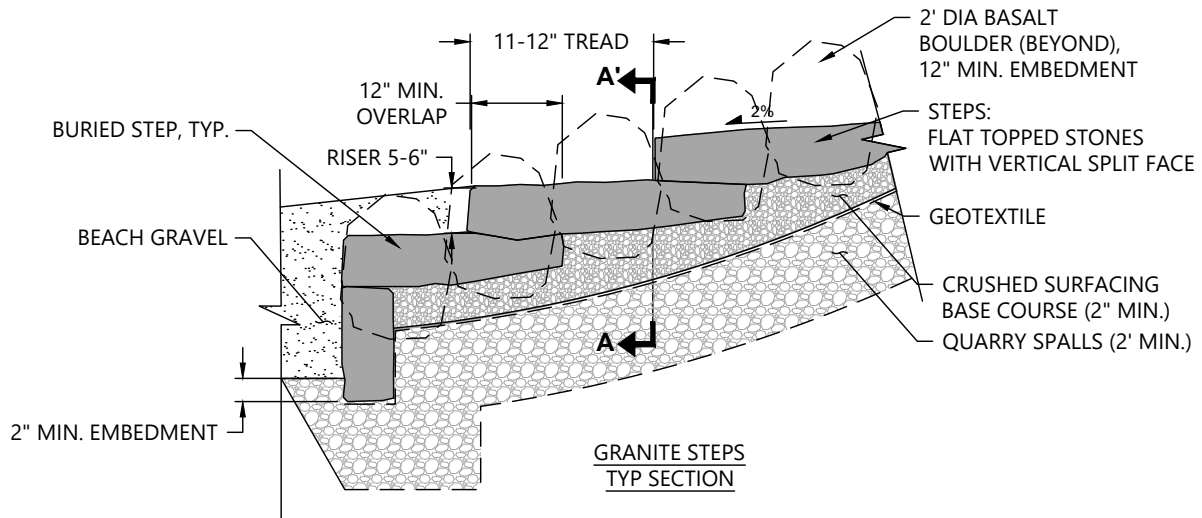
**MATERIALS PLAN (2 OF 2)**



<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> DECEMBER 2020</p>
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K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-004 (Materials).dwg Figure 13



**MATERIALS DETAILS**

NOT TO SCALE

**REFERENCE #:** N/A

**APPLICANT:** CITY OF MERCER ISLAND

**LOCATION:** 2040 84TH AVENUE SE  
MERCER ISLAND, WA 98040

**ADJACENT PROPERTY OWNERS:**  
1. CITY OF MERCER ISLAND

**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT

**PROPOSED:** SHORELINE RESTORATION AND REPAIR

**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E

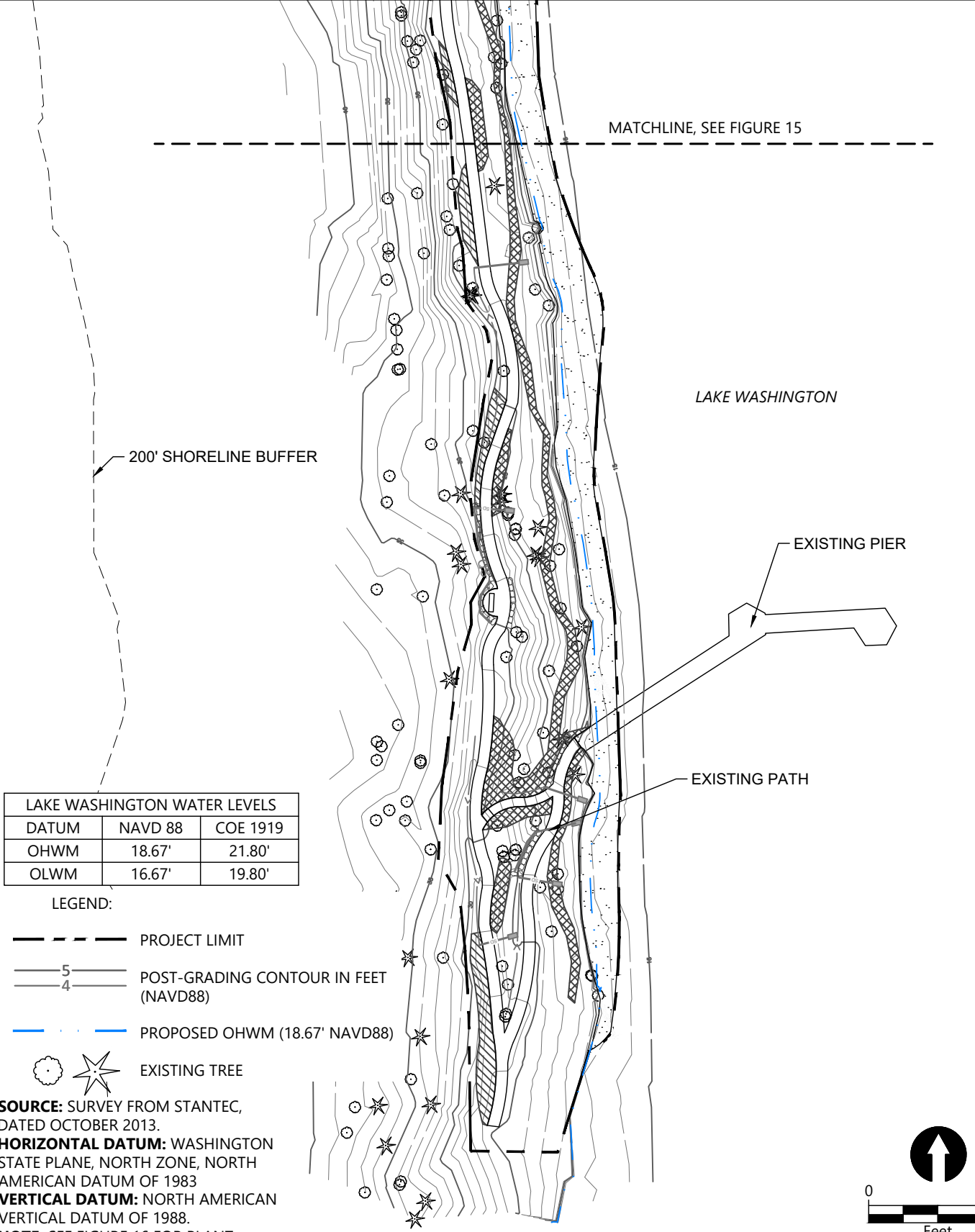
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON

**DATE:** DECEMBER 2020



Apr 07, 2021 9:06am chewett

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-006 (Planting).dwg Figure 14

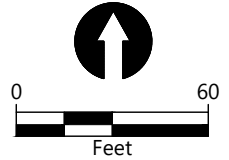


LAKE WASHINGTON WATER LEVELS		
DATUM	NAVD 88	COE 1919
OHWM	18.67'	21.80'
OLWM	16.67'	19.80'

LEGEND:

- PROJECT LIMIT
- POST-GRADING CONTOUR IN FEET (NAVD88)
- PROPOSED OHWM (18.67' NAVD88)
- EXISTING TREE

**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** SEE FIGURE 16 FOR PLANT SCHEDULE.



**PLANTING PLAN (1 OF 2)**

**REFERENCE #:** N/A  
**APPLICANT:** CITY OF MERCER ISLAND  
**LOCATION:** 2040 84TH AVENUE SE  
 MERCER ISLAND, WA 98040  
**ADJACENT PROPERTY OWNERS:**  
 1. CITY OF MERCER ISLAND

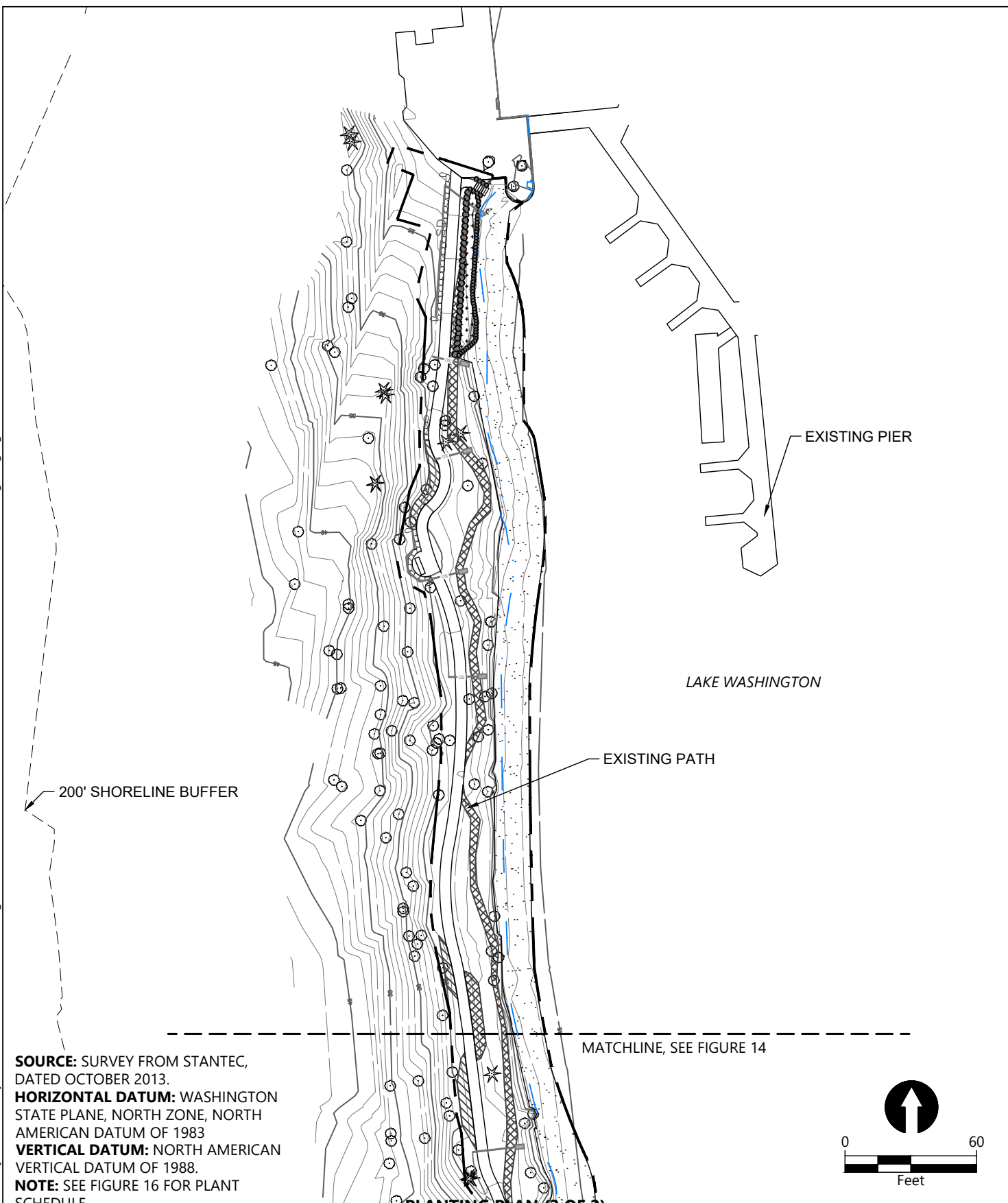
**NAME:** LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT  
**PROPOSED:** SHORELINE RESTORATION AND REPAIR  
**PURPOSE:** UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS

**DATUM:** NAVD 88  
**LATITUDE:** 47.591034 N  
**LONGITUDE:** -122.224481 W  
**S-T-R:** 6-25N-5E  
**IN:** LAKE WASHINGTON  
**NEAR/AT:** MERCER ISLAND  
**COUNTY:** KING  
**STATE:** WASHINGTON  
**DATE:** DECEMBER 2020  
**PAGE:** 14 OF 16



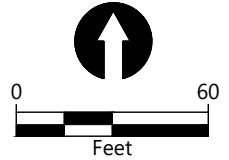
Apr 07, 2021 9:06am chewart

K:\Projects\1018-City of Mercer Island\Calkins Landing and Luther Burbank\03\_South Shoreline\Permit\ARPA\1018-JP-006 (Planting).dwg Figure 15



**SOURCE:** SURVEY FROM STANTEC, DATED OCTOBER 2013.  
**HORIZONTAL DATUM:** WASHINGTON STATE PLANE, NORTH ZONE, NORTH AMERICAN DATUM OF 1983  
**VERTICAL DATUM:** NORTH AMERICAN VERTICAL DATUM OF 1988.  
**NOTE:** SEE FIGURE 16 FOR PLANT SCHEDULE.

MATCHLINE, SEE FIGURE 14



**PLANTING PLAN (2 OF 2)**

<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88  <b>LATITUDE:</b> 47.591034 N  <b>LONGITUDE:</b> -122.224481 W  <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON  <b>NEAR/AT:</b> MERCER ISLAND  <b>COUNTY:</b> KING  <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> DECEMBER 2020</p>
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Apr 07, 2021 9:06am chewart



PLANT SCHEDULE					
COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARKS	COUNT
<b>NATIVE RIPARIAN SHRUBS MEDIUM TO TALL AND TREES</b>					
Beaked Hazelnut	<i>Corylus cornuta</i>	2 Gal.	5' O.C.	Equal mix of plant species shall be used	20
Oceanspray	<i>Holodiscus discolor</i>	2 Gal.	5' O.C.		20
Salmonberry	<i>Rubus spectabilis</i>	2 Gal.	5' O.C.		20
Thimbleberry	<i>Rubus parviflorus</i>	2 Gal.	5' O.C.		20
Oregon grape	<i>Mahonia aquifolium</i>	2 Gal.	5' O.C.	Prickly species to be used in desire trail locations near access points	10
Dwarf Rose	<i>Rosa gymnocarpa</i>	2 Gal.	5' O.C.		10
Wood's rose	<i>Rosa woodsii</i>	2 Gal.	5' O.C.		10
Vine Maple	<i>Acer circinatum</i>	2 Gal.	5' O.C.	Equal mix of plant species shall be used	20
Douglas Fir	<i>Pseudotsuga menziesii</i>	2 Gal.	5' O.C.		20
Western Red Cedar	<i>Thuja plicata</i>	2 Gal.	5' O.C.		20
<b>NATIVE RIPARIAN SHRUBS LOW</b>					
Salal	<i>Gaultheria shallon</i>	1 Gal.	3' O.C.	Equal mix of plant species shall be used	30
Low Oregon grape	<i>Mahonia nervosa</i>	1 Gal.	3' O.C.		30
Swordfern	<i>Polystichum munitum</i>	1 Gal.	3' O.C.		30
Snowberry	<i>Symphoricarpus albus</i>	1 Gal.	3' O.C.		30
Evergreen huckleberry	<i>Vaccinium ovatum</i>	1 Gal.	3' O.C.		30
<b>WILLOWS</b>					
Hooker Willow	<i>Salix hookeriana</i>	1" Dia. x 30" Long Livestake	2' O.C.	Equal mix of plant species shall be used	40
Scouler Willow	<i>Salix scouleriana</i>	1" Dia. x 30" Long Livestake	2' O.C.		40
Redosier Dogwood	<i>Cornus stolonifera</i>	1" Dia. x 30" Long Livestake	2' O.C.		40
<b>EXISTING TREES</b>					



**PLANT SCHEDULE**

<p><b>REFERENCE #:</b> N/A</p> <p><b>APPLICANT:</b> CITY OF MERCER ISLAND</p> <p><b>LOCATION:</b> 2040 84TH AVENUE SE MERCER ISLAND, WA 98040</p> <p><b>ADJACENT PROPERTY OWNERS:</b> 1. CITY OF MERCER ISLAND</p>	<p><b>NAME:</b> LUTHER BURBANK SOUTH SHORELINE AND TRAIL RESTORATION PROJECT</p> <p><b>PROPOSED:</b> SHORELINE RESTORATION AND REPAIR</p> <p><b>PURPOSE:</b> UPDATE TRAIL, ADD SHORELINE RESTORATION ELEMENTS</p>	<p><b>DATUM:</b> NAVD 88 <b>LATITUDE:</b> 47.591034 N <b>LONGITUDE:</b> -122.224481 W <b>S-T-R:</b> 6-25N-5E</p> <p><b>IN:</b> LAKE WASHINGTON <b>NEAR/AT:</b> MERCER ISLAND <b>COUNTY:</b> KING <b>STATE:</b> WASHINGTON</p> <p><b>DATE:</b> DECEMBER 2020</p>
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Appendix B  
Photographs

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**Photograph 1**

**Project area vegetation viewed from water, facing southwest from existing dock.**



**Photograph 2**

**Project area vegetation viewed from water, facing west from existing dock.**



**Photograph 3**

**Project area vegetation viewed from water, facing west from existing dock.**



**Photograph 4**

**Project area vegetation viewed from water, facing northwest.**



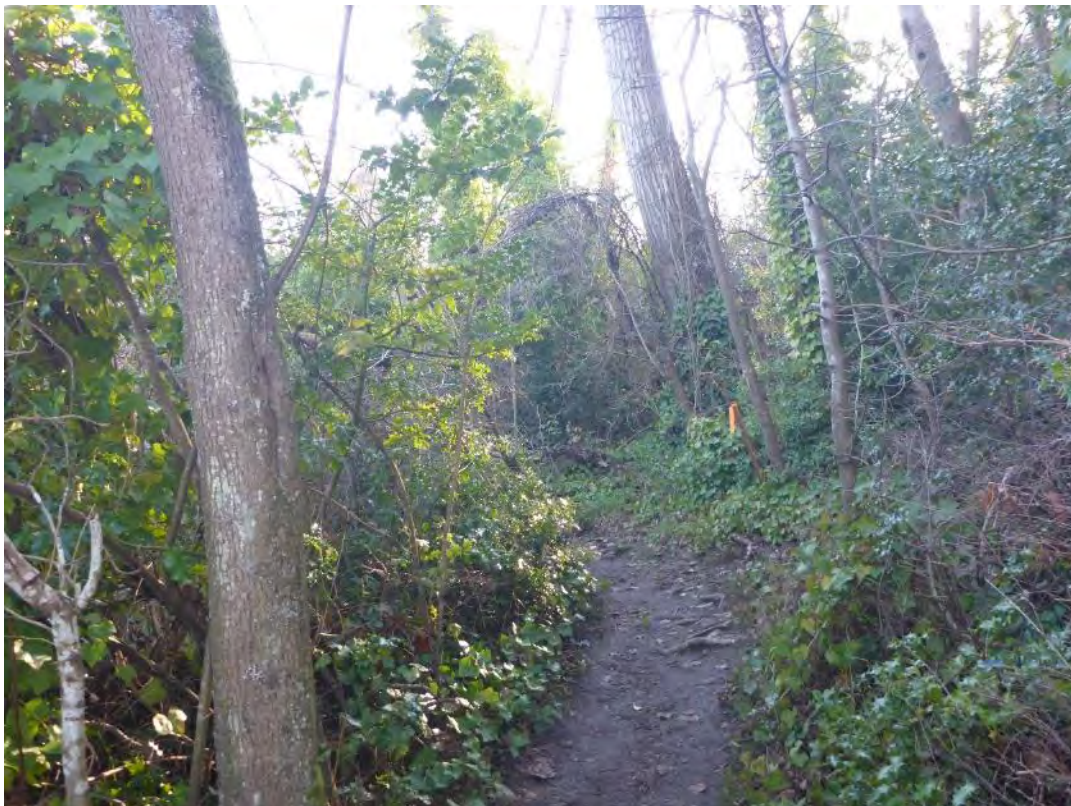
**Photograph 5**

**Vegetation along existing trail dominated by native trees and nonnative English ivy, Himalayan blackberry, and holly, facing north.**



**Photograph 6**

**Vegetation along existing trail dominated by native trees and nonnative English ivy, Himalayan blackberry, and holly, facing south.**



**Photograph 7**

**Bald eagle perched in north area of Park, near nest tree, approximately 1,400 feet from Project area, facing north.**



**Photograph 8**

**Typical shoreline erosion along Lake Washington, facing south.**



**Photograph 9**

**Typical shoreline slopes at the site, facing south.**



**Photograph 10**

**Evidence of potential hillside creep due to leaning trees.**





**Photograph 11**

**Surficial water ponding observed on existing trail, facing south.**



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# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

9611 SE 36TH STREET | MERCER ISLAND, WA 98040

PHONE: 206.275.7605 | [www.mercergov.org](http://www.mercergov.org)



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## STAFF REPORT

### SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT

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<b>Project No.:</b>	SHL20-016 and SHL21-009
<b>Description of Request:</b>	<p>This project involves two separate but interrelated Shoreline Substantial Development Permit applications with SEPA review. The purpose of the project is to restore an eroded section of shoreline along Luther Burbank Park by decommissioning an existing shoreline trail and rebuilding an ADA accessible trail upslope from the shoreline. The decommissioned trail will be planted with native shrubs and trees to prevent future erosion and enhance habitat. In addition to decommissioning the existing trail and building a new trail, shoreline habitat improvement and stabilization measures will be installed that include the placement of suitable habitat gravel and large woody debris (LWD) along the shoreline and the addition of granite steps near an existing dock to improve shoreline accessibility. The two applications are described as follows:</p> <p>SHL20-016: An application for a Shoreline Substantial Development Permit with SEPA review to construct an 800 linear foot (LF) pedestrian trail with wheelchair-accessible grades, decommission an existing pedestrian trail and install native shoreline plantings with erosion control along 785 LF of Lake Washington shoreline.</p> <p>SHL21-009: An application for a Shoreline Substantial Development Permit with SEPA review to install 450 cubic yards (CY) of spawning gravels and coarse woody debris below Ordinary High Water Mark (OHWM) along 785 linear feet (LF) of Lake Washington shoreline and install boulder cribbing and a bioengineered slope from the OHWM landward with 4 foot-wide granite steps extending below the OHWM for 70 LF at the northerly end of the project area.</p>
<b>Applicant / Owner:</b>	Paul West (City of Mercer Island)
<b>Location of Property:</b>	2040 84th Ave SE, Mercer Island WA 98040; Identified by King County Assessor tax parcel numbers: 0624059014, 072405HYDR, 0724059054.
<b>Zoning District:</b>	Single Family Residential (R-15)
<b>Staff Contact:</b>	Tim McHarg, Principal Planner
<b>Exhibits:</b>	SHL20-016: 1. Development Application, dated March 23, 2020

2. Development plan set, dated March 15, 2022
3. SEPA Determination of Nonsignificance (SEP20-011), dated March 21, 2022

SHL21-009:

4. Development Application, dated February 11, 2021
5. Development plan set, dated March 15, 2022
6. SEPA Determination of Nonsignificance (SEP21-011), dated March 21, 2022
7. Critical Area Study, dated October, 2021
8. Critical Area Study Peer Review Memorandum, dated February 26, 2022

## INTRODUCTION

### I. Project Description

This project involves two separate but interrelated Shoreline Substantial Development Permit applications with SEPA review. The purpose of the project is to restore an eroded section of shoreline along Luther Burbank Park by decommissioning an existing shoreline trail and rebuilding an ADA accessible trail upslope from the shoreline. The decommissioned trail will be planted with native shrubs and trees to prevent future erosion and enhance habitat. In addition to decommissioning the existing trail and building a new trail, shoreline habitat improvement and stabilization measures will be installed that include the placement of suitable habitat gravel and large woody debris (LWD) along the shoreline and the addition of granite steps near an existing dock to improve shoreline accessibility.

The two applications are described as follows:

SHL20-016: An application for a Shoreline Substantial Development Permit with SEPA review to construct an 800 linear foot (LF) pedestrian trail above the Ordinary High Water Mark (OHWM) with wheelchair-accessible grades, decommission an existing pedestrian trail and install native shoreline plantings with erosion control along 785 LF of Lake Washington shoreline.

Applications for development landward of the OHWM are subject to the development standards of Mercer Island City Code (MICC) 19.13.050(A) and (K).

SHL21-009: An application for a Shoreline Substantial Development Permit with SEPA review to install 450 cubic yards (CY) of spawning gravels and coarse woody debris below the OHWM along 785 linear feet (LF) of Lake Washington shoreline and install boulder cribbing and a bioengineered slope from the OHWM landward with 4-foot-wide granite steps extending below the OHWM for 70 LF at the northerly end of the project area.

Applications for development landward of the OHWM are subject to the development standards of Mercer Island City Code (MICC) 19.13.050(D).

Because the two applications are interrelated, a single staff report has been prepared to analyze compliance with applicable Shoreline standards.

### II. Site Description and Context

The proposed activity is located at 2040 84<sup>th</sup> Ave SE, Mercer Island, WA 98040, which is commonly known as Luther Burbank Park. This site is zoned Single Family Residential (R-15) in an Urban Park Shoreline environment on Mercer Island in Lake Washington pursuant to Appendix F of MICC Title 19 and described in MICC 19.13.030. Adjacent properties are within the Urban Park Shoreline environment, are zoned R-15 and are developed as residential uses.

The shoreline within the project area is moderately sloped and forested, and includes native and nonnative upland tree, shrub, and herbaceous vegetation communities, as well as areas along the existing trail that are eroding.

## **Findings of Fact & Conclusions of Law**

### **III. Application Procedure**

1. The SHL20-016 application for a Shoreline Substantial Development Permit was received by the City of Mercer Island on March 25, 2020. The application was determined to be complete on June 11, 2020 and a letter of completeness was sent to the applicant on June 11, 2020.
2. The SHL21-009 application for a Shoreline Substantial Development Permit was received by the City of Mercer Island on February 22, 2021. The application was determined to be complete on July 1, 2021 and a letter of completeness was sent to the applicant on July 1, 2021.
3. Under MICC 19.15.030, Table A, applications for Shoreline Substantial Development Permits must undergo Type III review. Type III reviews require notice of application (discussed below). A notice of decision is issued once the project review is complete.
4. The City of Mercer Island provided public notice of application for this Shoreline Substantial Development Permit, as set forth in MICC 19.15.090. The comment period for SHL20-016 lasted for 30 days, from July 26, 2021 to August 25, 2021. The comment period for SHL21-009 lasted for 30 days, from July 26, 2021 to August 25, 2021. The following methods were used for the public notice of application:
  - i. A mailing sent to neighboring property owners within 300 feet of the subject parcel.
  - ii. A sign posted on the subject parcel.
  - iii. A posting in the City of Mercer Island's weekly permit bulletin.

### **IV. State Environmental Policy Act (SEPA)**

1. As reviewed under application number SEP20-011, a Determination of Nonsignificance was issued for SHL20-016 on March 21, 2022 (Exhibit 3).
2. As reviewed under application number SEP21-011, a Determination of Nonsignificance was issued for SHL21-009 on March 21, 2022 (Exhibit 6).

### **V. Consistency with the Shoreline Master Program and Land Development Code**

1. MICC 19.13.020(C) establishes the following general requirement for all projects within the shoreline environment: *"No net loss standard and mitigation sequencing. No development shall be approved unless the applicant demonstrates to the code official's satisfaction that the shoreline development will not create a net loss of ecological function in the shorelands."*

**Staff Analysis:** The applicant prepared a Critical Area Study for the landward and waterward components of the project (Exhibit 7). The Critical Area Study concluded that the project will result in a net benefit to shoreline ecological functions and that there would be no net loss of shoreline ecological function on a temporary or permanent basis. The City's peer review biologist concurred with the analysis, findings and conclusions of the Critical Area Study (Exhibit 8). This standard is met.

2. MICC 19.13.030.A establishes the following purpose for the Urban Park Environment: "This environment consists of shoreland areas designated for public access and active and passive public recreation. The areas include, but are not limited to, parks, street ends, public utilities and other publicly owned rights-of-way. The uses located in this environment should be water-dependent and designed with no net loss to the ecological functions of the shorelands. Restoration of ecological functions is planned for these areas and is strongly encouraged. The preferred and priority use in the urban park environment is public access to, and enjoyment of, Lake Washington."

**Staff Analysis:** The proposed trail project will provide access to the shoreland area for both active and passive public recreation. The project includes restoration of ecological functions in the upland and aquatic areas within the project area. As discussed above, the project will result in a net benefit to shoreline ecological functions and that there would be no net loss of shoreline ecological function on a temporary or permanent basis. The project complies with and implements the purpose of the Urban Park Environment.

3. MICC 19.13.040, Table A addresses Shoreland Uses Landward of the OHWM. "Parks and public open spaces," "shoreline surface modification," "soft structural shoreline stabilization" and "restoration of ecological functions including shoreline habitat and natural systems enhancement" are permitted uses in the Urban Park Environment.

**Staff Analysis:** The proposed trail will be part of the improvements for the existing "parks and public open spaces" use in Luther Burbank Park. The construction of the proposed trail is a "shoreline surface modification" use. The installation of large woody debris, boulder cribbing and a bioengineered slope from the OHWM landward is a "soft structural shoreline stabilization" use. Planting native plant species in areas along the new trail alignment and restoring the area of the existing trail is "restoration of ecological functions including shoreline habitat and natural systems enhancement." The proposed trail, shoreline stabilization and planting plan are permitted uses and comply with the applicable shoreline use standards.

4. MICC 19.13.040, Table B addresses Shoreland Uses Waterward of the OHWM. "Restoration of ecological functions including shoreline habitat and natural systems enhancement" is a permitted use in the Urban Park Environment.

**Staff Analysis:** The proposed placement of suitable habitat gravel and large woody debris (LWD) is considered a "restoration of ecological functions including shoreline habitat and natural systems enhancement" use, which is permitted in the Urban Park Environment. The proposed ecological restoration below the OHWM complies with the applicable shoreline use standards.

5. MICC 19.13.050(A), Table C specifies development standards for development landward of the OHWM. These standards apply to SHL20-016.

- a. Setbacks for all structures (including fences over 48 inches high) and parking: 25 feet from the OHWM and all required setbacks of the development code, except (1) light rail transit facilities and (2) shore access structures less than 30 inches above the existing or finished grade, whichever is lower. If a wetland is adjacent to the shoreline, measure the shoreline setback from the wetland's boundary.

**Staff Analysis:** The trail is a shore access structure. Within the area that is 25 feet or less from the OHW, all retaining walls associated with the trail are less than 30 inches in height. All retaining walls greater than 30 inches in height are outside of the 25 foot setback from the OHWM. This standard is met.

- b. Height limits for all structures shall be the same as the height limits specified in the development code but shall not exceed a height of 35 feet above average building elevation, except light rail transit facilities.

**Staff Analysis:** The proposed trail is not a structure that is subject to the height standards. The trail will be installed at grade.

- c. Maximum impervious surface coverage:
  - 10% between 0 and 25 feet from the OHWM
  - 30% between 25 and 50 feet from the OHWM

**Staff Analysis:** The proposed trail will result in approximately 1,450 sf of impervious surface coverage in the area 25 feet from the OHWM. For the project area of 750 feet of shoreline along Lake Washington, the total area 25 feet from the OHWM is 18,750 sf. The proposed trail will result in an impervious surface coverage of approximately 7.7 percent in the area 25 feet from the OHWM.

The proposed trail will result in approximately 2,050 sf of impervious surface coverage in the area between 25 and 50 feet from the OHWM. For the project area of 750 feet of shoreline along Lake Washington, the total area between 25 and 50 feet from the OHWM is 18,750 sf. The proposed trail will result in an impervious surface coverage of approximately 10.9 percent in the area between 25 and 50 feet from the OHWM.

This standard is met.

- d. Minimum land area requirements: All semi-private, commercial and noncommercial recreational tracts and areas shall have minimum land area: 200 square feet per family, but not less than 600 square feet, exclusive of driveways or parking areas.

**Staff Analysis:** A recreational tract is not involved in this proposal. This standard does not apply.

- e. Shoreland surface modification: Alterations over 250 cubic yards outside of building footprints requires SEPA.

**Staff Analysis:** As reviewed under application number SEP20-011, a Determination of Nonsignificance was issued for the landward portion of the project (SHL20-016) on March 21, 2022, (Exhibit 3).

6. MICC 19.13.050(B) establishes standards for shoreline stabilization.

- a. MICC 19.13.050(B)(1)(ii) states (in part), “Soft shoreline stabilization measures that provide restoration of shoreline ecological functions may be permitted waterward of the ordinary high water mark.”

**Staff Analysis:** The installation of large woody debris, boulder cribbing and a bioengineered slope from the OHWM landward is a soft structural shoreline stabilization that will provide restoration of ecological functions. This standard is met.

- b. MICC 19.13.050(B)(1)(ii) states, “Limit the size of stabilization measures to the minimum necessary. Use measures designed to assure no net loss of shoreline ecological functions. Soft approaches shall be used unless demonstrated not to be sufficient to protect primary structures, dwellings, and businesses.”

**Staff Analysis:** The shoreline stabilization measures are limited to the minimum necessary. The installation of large woody debris, boulder cribbing and a bioengineered slope from the OHWM landward is a soft structural shoreline stabilization that will provide restoration of ecological functions. As discussed above, the project will result in a net benefit to shoreline ecological functions and that there would be no net loss of shoreline ecological function on a temporary or permanent basis.

7. MICC 19.13.050(I) specifies development standards for restoration of ecological functions.

**Staff Analysis:** MICC 19.13.050(I) allows the code official to grant relief from shoreline master program development standards and use regulations resulting from shoreline restoration projects consistent with the criteria and procedures in WAC 173-27-215. Such relief is not necessary for SHL20-016 and SHL21-009.

The upland segment of the project (SHL20-016) includes relocating the existing trail further upland, away from Lake Washington, and will have positive benefits for the shoreline environment. The Project includes removing existing nonnative vegetation and planting native species within nearby areas along Lake Washington, and will shift the trail landward from the shoreline, improving soil stability and providing habitat and nearshore shading, compared to existing conditions. Removing foot traffic from the old trail will reduce erosion adjacent to the shoreline. Instead, access to the water will be provided via a new designated granite step segment intended to focus foot traffic outside of the riparian buffer. Planting of native plant species in areas along the new trail alignment will also improve ecological function within the Project Area. The trail is designed to minimize the need for tree removal.

For the waterward component of the project, the Critical Area Study The installation of habitat-grade gravel below OHWM and placement of large woody debris are proposed as restoration of ecological functions and nonstructural shoreline stabilization measures. Temporary impacts to

the shoreline environment during construction will be avoided or minimized through implementation of best management practices.

Overall, the project will result in ecological restoration and provide a net benefit to shoreline ecological functions. No net loss of shoreline ecological function will occur as a result of the project.

#### **CONDITIONS OF APPROVAL**

1. The project proposal shall be in substantial conformance with Exhibits 2 and 5 and all applicable development standards contained within Mercer Island City Code (MICC) Chapter 19.13.
2. The applicant is responsible for documenting any required changes in the project proposal due to conditions imposed by any applicable local, state and federal government agencies.
3. Construction shall not be authorized, nor may begin within twenty-one days of the date of filing of the decision as defined in RCW 90.58.140(6).
4. Prior to building permit issuance or any site disturbing activity, the applicant shall provide documentation of approval of the proposed scope of work from state and federal agencies.
5. A City of Mercer Island Building Permit and/or Clear and Grad Permit may be required for construction of this project proposal. The Building Official may require an appropriate performance bond in an amount to be determined prior to Building Permit issuance to ensure all required vegetation installation is completed in compliance with applicable code requirements. The applicant shall submit a Bond Quantity Worksheet for city review and approval at building permit application submittal.
6. The applicant shall abide by the applicable work windows for listed species established by the U.S. Army Corps of Engineers and Washington Department of Fish and Wildlife.
7. Construction of this project proposal shall only occur during approved construction hours by the City of Mercer Island and/or as otherwise restricted by the Building Official.
8. Construction or substantial progress toward construction of a development for which a permit has been granted must be undertaken within two years after the approval of the permit or the permit shall terminate. The code official shall determine if substantial progress has been made. A single extension before the end of the time limit, with prior notice to parties of record, for up to one year, based on reasonable factors may be granted.
9. Prior to building permit issuance, the applicant shall provide verification of the location of the Ordinary High Water Mark (OHWM). Verification shall be by providing the surveyed location of the OHWM as defined in MICC 19.16.010(O).

#### **DEVELOPMENT REGULATION COMPLIANCE – DISCLOSURE**

1. The applicant is responsible for obtaining any required permits or approvals from the appropriate Local, State, and Federal Agencies. The applicant is responsible for meeting the conditions are required by the agencies.



2. All required permits must be obtained prior to the commencement of construction.

## DECISION

Based upon the above noted Findings of Fact and Conclusions of Law, Shoreline Substantial Development Permit applications SHL20-016 and SHL21-009, as depicted in Exhibits 2 and 5, is hereby preliminarily **APPROVED SUBJECT TO CONDITIONS**. This decision is final, unless appealed in writing consistent with adopted appeal procedures, MICC 19.15.020(J), and all other applicable appeal regulations.

Approved this 2<sup>nd</sup> day of May, 2022.



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**Tim McHarg**  
**Principal Planner**  
**Community Planning & Development**  
**City of Mercer Island**

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# CITY OF MERCER ISLAND

## COMMUNITY PLANNING & DEVELOPMENT

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## PUBLIC NOTICE OF DECISION

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**NOTICE IS HEREBY GIVEN** that approval has been granted for the application described below:

**File No.:** SHL21-009/SEP21-011

**Permit Type:** Type III

**Description of Request:** An application for a Shoreline Substantial Development Permit with SEPA review to install 450 cubic yards (CY) of spawning gravels and coarse woody debris below Ordinary High Water Mark (OHWM) along 785 linear feet (LF) of Lake Washington shoreline and install boulder cribbing and a bioengineered slope from the OHWM landward with 4 foot-wide granite steps extending below the OHWM for 70 LF at the northerly end of the project area.

**Applicant / Owner:** Paul West (City of Mercer Island)

**Location of Property:** 2040 84th Ave SE Mercer Island WA 98040; Identified by King County Assessor tax parcel numbers: 0624059014, 072405HYDR, 0724059054.

**SEPA Compliance:** A Determination of Nonsignificance was issued for this project on March 21, 2022, as reviewed under application number SEP21-011.

**Applicable Development Regulations:** Pursuant to Mercer Island City Code (MICC) 19.15.030 Table A, applications for shoreline substantial development permits are required to be processed as Type III applications. Processing requirements for Type III applications are further detailed in MICC 19.15.030 Table B. The Shoreline Master Program and SEPA requirements are contained in MICC 19.13 and 19.21 respectively.

**Other Associated Permits:** None

**Project Documents:** Please follow this file path to access the associated documents for this project: <https://mieplan.mercergov.org/public/SHL21-009&SEP21-011>

**Decision:** Approved subject to conditions. The staff report is available through the links above to the project documents.

**Appeal Rights:** *DISCLAIMER: This information is provided as a courtesy. It is the ultimate responsibility of the appellant to comply with all legal requirements for the filing of an appeal.*

Parties of record have the right to appeal certain permit and land use decisions. In some cases, other affected parties also have appeal rights. Depending on the type of decision, the appeal may be heard by a City Hearing Examiner, Commission, Board, or City Council, or outside the City to the State Shoreline

Hearings Board, the State Growth Management Hearings Board, or King County Superior Court. For a comprehensive list of actions and the applicable entity who will hear the appeal, see MICC 19.15.030 Table B.

If you desire to file an appeal of a decision that is appealable to the City, you must submit the appropriate form and file it with the City Clerk **within the time stated in the Notice of Decision**. Forms are available from the Development Services Group. Upon receipt of a timely complete [appeal application](#) and [appeal fee](#), an appeal hearing will be scheduled. To reverse, modify or remand a decision, the appeal hearing body must find that there has been substantial error; the proceedings were materially affected by irregularities in procedure; the decision was unsupported by material and substantial evidence in view of the entire record; or the decision is in conflict with the City's applicable decision criteria.

**Application Process  
Information:**

Date of Application: February 22, 2021

Determined to Be Complete: July 1, 2021

Public Notice Issued: July 26, 2021

Comment Period Ends: July 26, 2021 - August 25, 2021

Appeal Filing Deadline: 5:00 PM on the date 21 days from after date of filing of the decision as defined in RCW 90.58.140(6)

Project Contact:

Tim McHarg, Principal Planner  
Community Planning & Development  
City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040  
(206) 275-7717  
[tim.mcharg@mercerisland.gov](mailto:tim.mcharg@mercerisland.gov)

Appendix B

Inadvertent Discovery Plan

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# Inadvertent Discovery Plan

## Luther Burbank South Shoreline Restoration Project

October 2022

The City of Mercer Island Public Works (City) is proposing to implement shoreline restoration and construct a new south shoreline trail within Luther Burbank Park. Proposed work includes in-water and upland work. In-water work includes the nearshore beach nourishment as well as installation and anchoring of large woody debris, and the installation of stone steps, with stone cheek walls and handrails, to provide lake access for park users. Upland work includes the demolition of existing wooden steps, signage and an existing trail, tree and vegetation protection, and clearing and grubbing of specified trees and invasive vegetation. Upland work also includes cut and fill earthwork and the construction of a new crushed rock trail, stone retaining walls, and drainage structures. A new irrigation line will be installed with quick coupler connections and the soil conditions will be prepared with for future planting. Additionally, we require trenching for irrigation lines, and installation of piping for water delivery and a temporary connection to an existing irrigation system.

The Project requires a permit from the U.S. Army Corps of Engineers (USACE) and must comply with Section 106 of the National Historic Preservation Act, its implementing regulations at 36 Code of Federal Regulations (CFR) 800, and USACE's Section 106 regulations at 33 CFR 325. USACE has determined that no historic properties will be affected by the Project. However, ground disturbance will occur, and there is some remaining potential that archaeological materials may be encountered. This plan describes procedures that must be followed if archaeological resources or human remains are encountered during construction, in compliance with applicable local, state, and federal laws.

### *Archaeological Resources*

On-site staff must implement the following steps in the event of a discovery of archaeological resources.

1. Recognize Archaeological Resources. An archaeological resource could be prehistoric or historic. Examples include:
  - An accumulation of shell, burned rocks, or other food-related materials
  - Bones or small pieces of bone
  - An area of charcoal or very dark stained soil with artifacts
  - Stone tools or waste flakes (i.e., an arrowhead, or stone chips)
  - Basketry, cordage, or rope
  - Clusters of tin cans or bottles, buried railroad tracks, decking, or logging or agricultural equipment or tools

When in doubt, assume the material is an archaeological resource.

2. Stop Work. If any City employee, contractor or subcontractor believes that he or she has uncovered an archaeological resource at any point in the project, all work adjacent to the find must stop in an area adequate to protect the find (expected to be a 30-foot radius unless conditions indicate otherwise). The location of the find shall not be left unsecured at any time.
3. Notify Project Management. Contact the City Project Manager. If the Project Manager is not available, the monitor shall contact the alternate Parks contact. The Project Manager, alternate, or designee will make all other contacts. Do not call 911 or speak with the media.

The Project Manager, alternate, or designee will implement the following steps when notified of a discovery.

1. Contact the Project Archaeologist. The Project Manager will retain a qualified archaeologist to evaluate whether the find is an archaeological site or resource as defined by state or federal law. If the Project Archaeologist recommends that the find is not an archaeological site or resource, the recommendation will be provided to USACE and the City. Construction may continue when authorized by USACE.
2. Notify Consulting Parties. If the Project Archaeologist determines that the find is an archaeological site or resource, the Project Archaeologist will notify USACE and the City. USACE shall notify consulting parties (State Historic Preservation Officer [SHPO], tribes, and any other identified interested parties) of the find within 48 hours, per 36 CFR 800.13.
3. Evaluate Significance. The Project Archaeologist will conduct any additional research necessary to evaluate significance under state or federal law. Based on this research, the Project Archaeologist will recommend to USACE and the City whether the find is significant.
4. Determine Significance and Continue Consultation. USACE will determine whether the find is significant and will provide the determination to consulting parties. Consulting parties shall respond within 48 hours, per 36 CFR 800.13.

If USACE determines that the find is not significant and consulting parties do not object within 48 hours, construction may continue when authorized by USACE. If any consulting party objects, USACE shall continue consultation in good faith to resolve the lack of agreement. If agreement cannot be reached, USACE shall seek comment from the Advisory Council on Historic Preservation, as described in 36 CFR 800.4(c)(2).

5. Avoid or Mitigate Adverse Effects. If USACE determines that the find is significant, USACE will work with the City to determine whether adverse effects can be avoided. If adverse effects can be avoided, USACE will provide documentation of avoidance and a determination of No

Adverse Effect. If consulting parties do not object within 48 hours, construction may continue when authorized by USACE. If any consulting party objects, USACE will continue consultation until a reasonable and good faith effort has been made to resolve the lack of agreement.

If a determination is made that adverse effects cannot be avoided, USACE will work with Parks and consulting parties to develop mitigation measures. These could include an Archaeological Treatment Plan describing data recovery efforts or other mitigation measures.

### *Human Remains*

Human remains require special treatment under Revised Code of Washington (RCW) 68.50.645. Any potential remains that are encountered during project work should be assumed to be human until determined otherwise by the Project Archaeologist or law enforcement personnel. Procedures for the discovery of possible human remains are described below.

On-site staff must implement the following steps in the event of a discovery of potential human remains.

1. Stop Work. If any City employee, contractor, or subcontractor believes that he or she has uncovered possible human remains at any point in the project, all work adjacent to the discovery must stop. Work stoppage must be adequate to protect the discovery, which is expected to be a minimum of 30 feet in all directions, unless the Project Archaeologist or law enforcement personnel indicate otherwise.
2. Do Not Handle Human Remains. Possible human remains shall not be handled, removed, reburied, or covered.
3. Flag and Secure the Area. The area of discovery will be flagged and secured. The location of the discovery will not be left unsecured at any time. Construction equipment and personnel will not enter the area. Spoils piles or vehicles from the area that have the potential to contain human remains, such as dump trucks, will remain on site. No persons other than the proper law enforcement personnel, the King County Medical Examiner, and professional archaeologists will be authorized to access the discovery location after the area is secured.
4. Notify Project Management. Contact the City Project Manager. If they are not available, contact alternate City contact. The Project Manager, alternate, or designee will make all other contacts.
5. Avoid Any Other Communication. Do not call 911, the media, or members of the public about the find.

The City Project Manager, alternate, or designee will implement the following steps when notified of a discovery of potential human remains.

1. **Preliminary Observation.** The Project Manager will notify USACE (via phone and email) of the discovery and will coordinate with the Project Archaeologist to assess whether the discovery may be human remains (without disturbing the discovery further). If the discovery can be definitively identified as nonhuman, procedures for archaeological resources will be followed.
2. **Notify Law Enforcement.** If the discovery could possibly be human remains, the Project Manager or the Project Archaeologist shall call the City of Mercer Island Police nonemergency number and report that potential human remains have been discovered. The City of Mercer Island Police will control the discovery site until it is either determined to be non-forensic (not a crime scene) or the investigation is complete.
3. **Participate in Consultation.** Under RCW 27.53.030, RCW 68.50, and RCW 68.60, SHPO will have jurisdiction over non-forensic human remains. USACE and the City will participate in consultation. If there are also archaeological materials at the human remains discovery location, there may be a parallel archaeological resources process led by USACE. Construction can resume when authorized by USACE and SHPO.



## Contact Information

### **City of Mercer Island Public Works**

Primary Contact: Paul West  
Title: Project Manager  
Office Phone: (206) 275-7833  
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Alternate Contact: Sarah Bluvas  
Title: Project Coordinator  
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Email: sarah.bluvas@mercergov.org

### **U.S. Army Corps of Engineers**

Primary Contact: Stephanie Neil  
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Office Phone: (206) 764-6941  
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stephanie.l.neil@usace.army.mil

### **State Historic Preservation Office**

Primary Contact: Stephanie Jolivette  
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### **Project Archaeologist**

Primary Contact: Barbara Bundy  
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### **Muckleshoot Tribe**

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### **Snoqualmie Indian Tribe**

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Title: Cultural Resources  
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Email: steve@snoqualmietribe.us

### **Suquamish Tribe**

Primary Contact: Dennis Lewarch  
Title: Tribal Historic Preservation Officer  
Office Phone: (360) 394-8529  
Email: dlewarch@suquamish.nsn.us

### **Tulalip Tribes**

Primary Contact: Richard Young  
Title: Cultural Resources  
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### **City of Mercer Island Police Department**

Non-Emergency Number: (425) 577-5656