



MEMORANDUM OF UNDERSTANDING

DNR Agreement No. 93-109146

This Memorandum of Understanding (MOU) is between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the State of Washington, Department of Transportation, hereinafter referred to as WSDOT.

DNR and WSDOT are entering into this Agreement under authority of Chapter 39.34 RCW of Washington State, Interlocal Cooperation Act.

The purpose of the MOU is to formally recognize the connection between marine and freshwater sediment, soil and bedrock test drilling, and state-owned aquatic lands habitat function, and to increase coordination between the DNR and WSDOT State Geotechnical Office programs. This MOU defines a streamlined process for DNR to authorize WSDOT access to state-owned aquatic lands for the purposes of temporarily placing test drilling equipment, installing geotechnical instrumentation, and the collection of geotechnical data. This increased coordination and streamlined process will result in better environmental protection of state-owned aquatic lands at a cost savings to the state.

The parties agree to the provisions and statements outlined below.

1.01 Definitions

DNR – Department of Natural Resources is an agency of the state of Washington.

WSDOT – Washington State Department of Transportation is an agency of the state of Washington.

Memorandum of Understanding (MOU) - Memoranda of understanding are entered, in good faith, with public and private agencies to collaborate on and/or coordinate programs, and to define institutional linkages along broad areas of concern. Memoranda of understanding are not legal contracts and do not strictly obligate the resources of the DNR or establish terms of legal consideration between the Parties hereto.

State-owned aquatic lands - Means all tidelands, shorelands, harbor areas, the beds of navigable

waters, and waterways owned by the state and administered by DNR (RCW 79.105.060(20)).

The State Geotechnical Office – Includes WSDOT employees and contractors, and equipment associated with geotechnical investigations.

2.01 Objectives

Create a formal cooperative agreement between DNR and WSDOT that encourages joint planning and operations in support of WSDOT’s State Geotechnical Office.

Create a streamlined process to grant WSDOT access to state-owned aquatic lands for the purpose of temporarily placing marine and freshwater sediment, soil and bedrock test drilling equipment, installing temporary instrumentation and collecting geotechnical data while ensuring environmental protection of state-owned aquatic lands.

Build collaboration between DNR and WSDOT that will establish a forum for communication regarding geotechnical investigations.

3.01 Work Activities

WSDOT drilling operations may consist of several different types of drilling, investigative sampling and geotechnical data collection methods and equipment such as portable aluminum pontoon barge with a skid mounted drill. The purpose of the drilling is to collect geotechnical data necessary to determine the sub-surface composition, which will assist WSDOT with the design of state transportation infrastructure. This MOU applies only to work that is conducted and consistent with the activities described in Exhibit A, Approved Work Activities. Any work conducted on state-owned aquatic lands that is outside the tasks described in the Approved Work Activities will require a separate use authorization before access to state-owned aquatic lands is granted.

WSDOT will be granted written use authorization to access state-owned aquatic lands as described in Section 4.01 for the sole purpose of temporarily placing marine and freshwater sediment, soil and bedrock test drilling equipment to collect geotechnical data. This work will be pending DNR’s review of the sampling locations and WSDOT obtaining all applicable federal, state and local permits needed. In authorizing access to WSDOT for this purpose, DNR conveys no right in property. Access to state-owned aquatic lands authorized hereunder may be revoked for any reason by DNR in writing with thirty (30) calendar days’ notice to WSDOT.

4.01 Functions/Roles/Tasks of Agencies/Parties

DNR shall:

- Review WSDOT’s proposed test drilling individual project description and locations to assess potential conflicts on state-owned aquatic lands. This will include any conflicts with existing agreements, impacts to navigation and public access, impacts to aquatic habitats and sediment contamination, and will ensure consistency with the activities

described this MOU.

- Provide written notification to WSDOT granting or denying access to state-owned aquatic lands for temporarily placing soil and bedrock test drilling equipment to collect geotechnical data. Written notifications from the DNR Project Coordinator will be provided to WSDOT via email or letter within fifteen (15) working days of receipt of notice of any work. Written DNR approval does not exempt WSDOT from any federal, state and local regulatory permits.
- Maintain communications with WSDOT regarding soil and bedrock test drilling results discovered on state-owned aquatic lands.

WSDOT shall:

- Contact the DNR Project Coordinator at least thirty (30) calendar days before placing drilling equipment with a description and anticipated duration of the work along with a description of the location in the form of a vicinity map depicting section, Range, and Township and accompanying GPS coordinates. See the attached Exhibit B, titled Examples Vicinity Maps for examples. WSDOT will not proceed with any work until the following criteria is met; received written confirmation from the DNR Project Coordinator that there are no conflicts; and obtain and fulfill all other local, state, and federal permits and permit requirements.
- Maintain communication with DNR regarding marine and freshwater sediment, soil, and bedrock test drilling results. This will include any implications for potential management activities on state-owned aquatic lands, and will provide all quality tests, data, conclusions, and findings obtained under this MOU to DNR upon request.

5.01 Terms and Conditions

- (1) Effective Dates. This MOU is effective between August 1, 2025, and June 30, 2035. This agreement will be reviewed at least every two years.
- (2) Amendments. This MOU shall be amended only by written mutual consent of the parties and an executed amendment.
- (3) Termination. Either party may terminate this MOU by notifying the other party in writing, at the addresses given (or by email), of the termination and specifying the termination date. The terminating party shall deliver the notice at least 30 calendar days prior to the termination date.

6.01 Noncompliance with Nondiscrimination Laws

- (1) Nondiscrimination Requirement. During the term of this Agreement, WSDOT or its contractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, WSDOT or its contractors, shall give written notice of

this nondiscrimination requirement to any labor organizations with which WSDOT or its contractors has a collective bargaining or other agreement.

- (2) **Obligation to Cooperate.** WSDOT or its contractors shall cooperate and comply with any Washington state agency investigation regarding any allegation that WSDOT or its contractors has engaged in discrimination prohibited by this contract pursuant to RCW 49.60.530(3).
- (3) **Default.** Notwithstanding any provision to the contrary, DNR may suspend WSDOT or its contractors upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DNR receives notification that WSDOT or its contractors is cooperating with the investigating state agency. In the event WSDOT or its contractors is determined to have engaged in discrimination identified at RCW 49.60.530(3), DNR may terminate this contract in whole or in part, and WSDOT or its contractors, or both, may be referred for debarment as provided in RCW 39.26.200. WSDOT or its contractors may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (4) **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of contract termination or suspension for engaging in discrimination, WSDOT or its contractors, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DNR shall have the right to deduct from any monies due to WSDOT or its contractors, or that thereafter become due, an amount for damages WSDOT or its contractors will owe DNR for default under this provision.

7.01 Project Coordinators

The role of the Project Coordinators is to serve as the points of contact for day-to-day management of the geotechnical project activities described within this MOU.

- (1) The Project Coordinator for the DNR is Aquatics Land Manager for the area in which the project is occurring. See Exhibit C, titled Project Coordinator Contact Information.
- (2) The Project Coordinator for the WSDOT is the Regional Environmental Manager for the area in which the project is occurring. See Exhibit C, titled Project Coordinator Contact Information.

8.01 MOU Managers

The role of the MOU Managers is to serve as the points of contact for the updating, renewal, and management of this MOU document.

- (1) The MOU Manager for the DNR is the Shorelines District Assistant Division Manager, Email derrick.toba@dnr.wa.gov, and Telephone Number (206) 450-5423.
- (2) The MOU Manager for the WSDOT is the Multi-Agency Permit Program Manager, Email MAPP@wsdot.wa.gov.

9.01 Approval

By signature below, the Agencies certify that the individuals listed in this document, as representatives of the Agencies, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Dated: 7/25/2025, 2025

Thomas Gorman

By: THOMAS A. GORMAN
Title: Aquatic Resources Division Manager
Address: 1111 Washington St. SE.
Olympia, WA 98504-7027
Phone: (360) 701-7692

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Dated: 7/24/2025, 2025

Ahmer Nizam

By: AHMER NIZAM
Title: Environmental Services Director
Address: 310 Maple Park Avenue SE
P.O. Box 47300
Olympia, WA 98504-7300
Phone: (360) 705-7480

Exhibit A – Approved Work Activities

Purpose:

Marine and freshwater sediment, soil and bedrock test drilling and geotechnical surveys are necessary to determine the sub-surface composition for the purpose of structure and roadway design, hazardous materials detection, and other information necessary in the design of roadway structures such as bridges.

WSDOT shall follow the Habitat Stewardship Measures and Best Management Practices listed below:

- (1) Species work windows will be determined by the permitting agency and will be used for the timing of any in-water construction and operational activities. This includes protection of forage fish, forage fish spawn, and associated spawning areas, as applicable.
- (2) WSDOT will avoid impacts to aquatic vegetation and fish spawning habitat and vulnerable life history stages. WSDOT will avoid drilling in eelgrass beds and if eelgrass beds are unavoidable, a separate use authorization may be needed before work commences, and the agency Project Coordinator will communicate on the next steps.
 - a. WSDOT will store fuels and other toxic materials at a location where they do not pose a risk of contaminating intertidal or nearshore areas.
 - i. Maintaining pumps, boat motors, and other equipment in good condition, without leaks.
 - ii. Storing equipment free of fuel or in secure containment areas where any accidental leaks will be contained.
 - iii. Containing and cleaning up spills of fuel or other fluids without delay. Absorbent materials must be available onsite for this purpose.
 - iv. Removing broken-down vehicles promptly from beaches and intertidal areas.
- (3) Floating structures and boats must not rest on the substrate. If this is unavoidable, the agency Project Coordinator will communicate on how to proceed. Boat moorage systems must be deployed in a manner that prevents dragging of the vessel, line, or anchor. When the drilling location is in a confirmed forage fish spawning beach area, WSDOT will implement the portable or large barge method which is required for sediment, soil and bedrock test drilling and geotechnical surveys. Deployment must be from a designated boat launch or beach void of suitable forage fish spawning habitat. Only in areas where successful avoidance of forage fish, their spawn, and associated spawning area is achieved, can other methods be deployed (i.e., truck or truck mounted drill).

After satisfying all requirements triggered by this type of work, the WSDOT Project Coordinator will provide a description and anticipated duration of the work and a description of the location in the form of a vicinity map depicting Section, Township, Range and accompanying GPS coordinates to the DNR Project Coordinator. The DNR Project Coordinator will review these proposals for any potential conflicts on state-owned aquatic lands and will provide written notification granting access to the WSDOT Project Coordinator within fifteen (15) days. WSDOT estimates the typical length of time at each DNR approved drilling location to be

approximately 1-60 days.

WSDOT sampling procedure is as follows:

A casing is sealed into the lake or river bottom. The test boring is advanced through that casing with a smaller-diameter casing. A split spoon sampler or Shelby tube is lowered on a 2 1/4-inch diameter rod through the smaller casing to the bottom of the hole for taking soil samples. This process is repeated typically at intervals between 2.5 feet and 10 feet to the required depth of the soil investigation. If coring of bedrock is required, triple barrel coring techniques are used to continuously core the bedrock to the depth of the subsurface investigation.

Truck Mounted Drill:

WSDOT will use the truck mounted drill to access boring locations that are on relatively flat, easy to access sites. Each drill will have a support truck for water, tooling, and other required supplies.

Track Mounted Drill:

WSDOT will use two types of track mounted drill rigs. The first is a low ground pressure (2.5 pounds per square inch) rubber and steel track vehicle. It is used to access soft ground areas and sites with uneven or rough terrain. The second is a smaller low clearance rig used to get into tighter areas of work, and this vehicle also fitted with rubber and steel tracks. Each drill will have a support truck for water, tooling, and other required supplies.

Portable Barge:

WSDOT will use the portable barge when access is needed to an area within the waterbody where none of the above methods will work. It consists of hauling transportable pontoons to the vicinity by trailer and setting them into the water with a boom truck for assembly into a barge. Drills and support equipment are placed on the barge and moved into position for the drilling operation. The barge is held in place by four 650-lb Byers anchors placed off each corner of the barge.

For operations in deep water, a truck mounted drill is placed on a large barge. Tugboats are used to maneuver the barge.

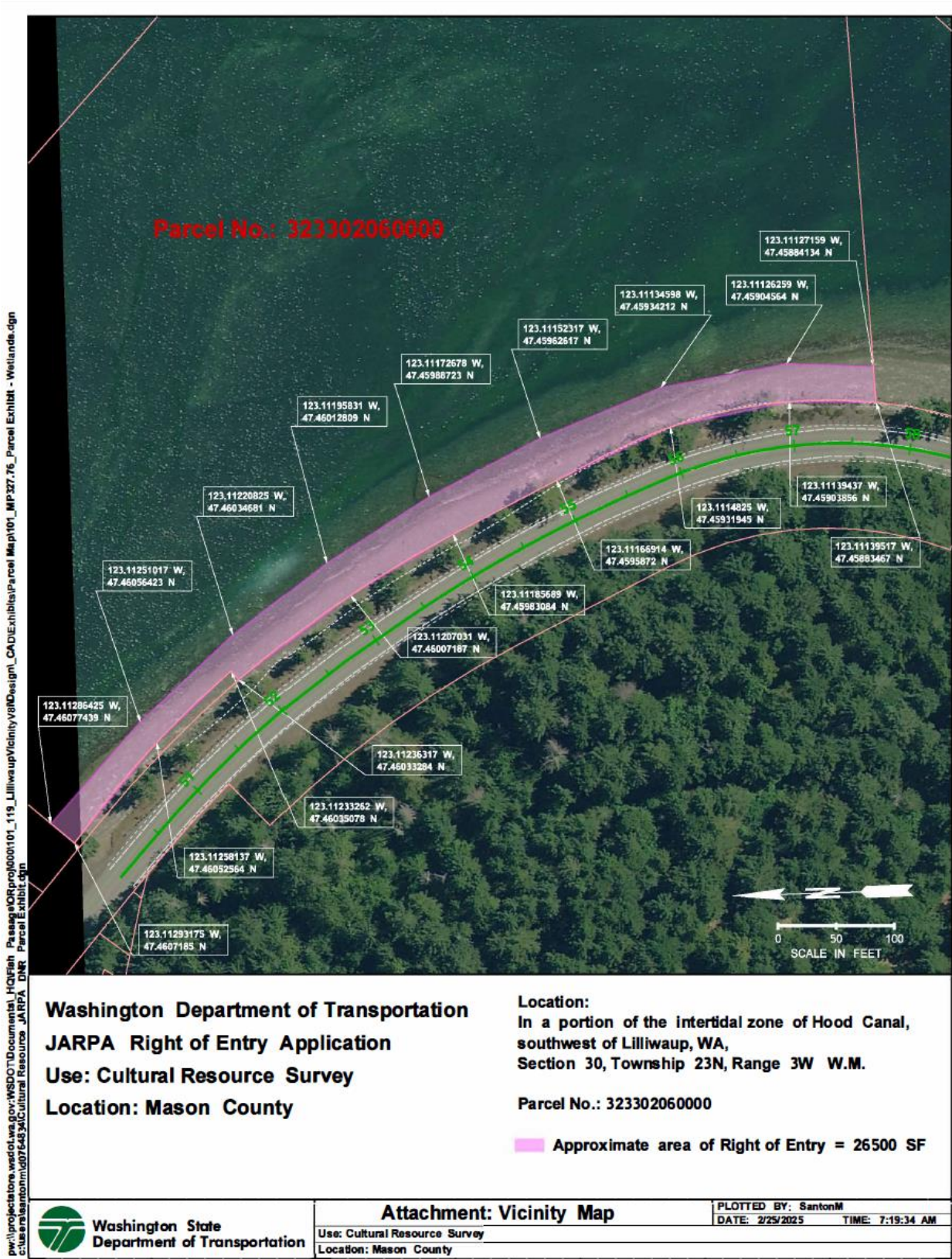
Skid Mounted Drill:

WSDOT will use the skid mounted rig that can be placed into confined locations or onto the portable barge by the boom truck. This rig can also be maneuvered by winches into other difficult access locations. Each drill will have a support truck for water, tooling, and other required supplies.

Cone Penetrometer Test Truck:

WSDOT will use the cone penetrometer test truck to push an instrumented cone into the ground to determine the density of material underground. It uses an electronic instrumented cone assembly, hollow core sounding rods, a 20-ton hydraulic thrust frame, and a computer data acquisition and processing system to perform the analysis. This is a self-contained unit mounted on a truck or tracked chassis. The system can be used on the ground or from a barge for testing when there is deep soft sediment.

Exhibit B – Example Vicinity Maps



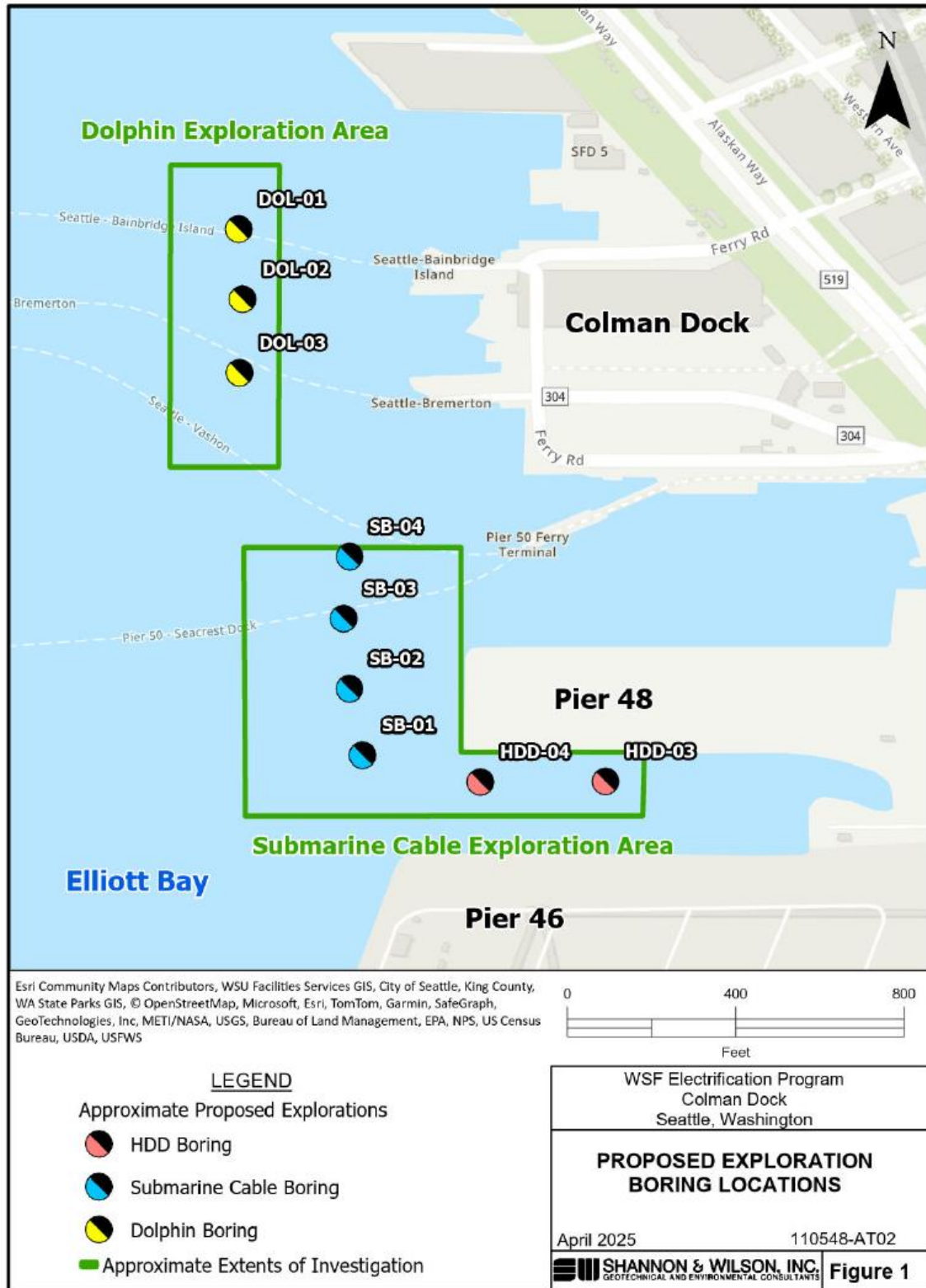


Exhibit C – Project Coordinator Contact Information

WSDOT

WSDOT Region	Environmental Manager	Email	Phone Number
Olympic Region	Victoria Book	victoria.book@wsdot.wa.gov	(360) 570-6707
South Central Region	William Sauriol	william.sauriol@wsdot.wa.gov	(509) 577-1752
North Central Region	Cindy Volyn	cindy.volyn@wsdot.wa.gov	(509) 667-3055
Northwest Region	Eliza McGovern	eliza.mcgovern@wsdot.wa.gov	(360) 584-5073
Southwest Region	Angie Haffie	angie.haffie@wsdot.wa.gov	(360) 905-2176
Eastern Region	Carson Welch	carson.welch@wsdot.wa.gov	(509) 324-6133

A map of WSDOT regions and counties may be found on the following website:

https://wsdot.wa.gov/sites/default/files/2025-04/Env-Wet-RegionsMap_0.pdf

DNR

Aquatic District	Contact Email Address	Contact Phone Number
Orca Straits District	aquaticleasing.orca@dnr.wa.gov	(360) 856-3500
Shoreline District	aquaticleasing.shoreline@dnr.wa.gov	(360) 825-1631
Rivers District	aquaticleasing.rivers@dnr.wa.gov	(360) 577-2025

Detailed DNR contact information may be found on the following website:

<https://www.dnr.wa.gov/programs-and-services/aquatics/aquatic-districts-and-land-managers-map>