This Interlocal Agreement Between Snohomish County and the Stillaguamish Tribe of Indians for the Trafton Floodplain Restoration Project (this "Agreement"), is made by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Stillaguamish Tribe of Indians, a federally recognized Indian Tribe (the "Tribe").

#### RECITALS

- A. The Tribe owns 158.07 acres in the Trafton Floodplain ("Tribe Premises"), located at 26819 115<sup>th</sup> Ave NE, Arlington, WA;
- B. The County owns approximately 67 acres of real property commonly referred to as the Trafton Trailhead Park, located at 26718 115<sup>th</sup> Ave NE, Arlington, WA ("Trafton Trailhead Park"). In addition, the County owns the 27-mile-long Whitehorse Regional Trail which runs between the City of Arlington and the Town of Darrington. A portion of the Whitehorse Regional Trail runs directly adjacent to Trafton Trailhead Park and the Tribe Premises. For purposes of this Agreement, "County Premises" is defined to include (1) the Trafton Trailhead Park, and (2) the section of the Whitehorse Regional Trail from Bridge 701 to Bridge 702 running adjacent to Trafton Trailhead Park and the Tribe Premises;
- C. The Tribe has a roughly 230-acre floodplain restoration project as detailed in the attached Appendix A (the "Project") along the Tribe Premises and the County Premises;
- D. The Project will result in increased flood protection of the County Premises, the construction of a new recreational trail on the County Premises, and restoration of reach-scale river processes and salmon habitat in the Trafton Floodplain of the North Fork Stillaguamish River;
- E. The County and the Tribe wish to clearly identify each entity's responsibilities to manage and maintain the County Premises and Tribe Premises before, during and after the Project;
- F. RCW 39.34.080 authorizes public agencies, including the County and the Tribe, to enter into contracts to perform governmental services, activities, or undertakings.

#### AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Tribe agree as follows:

#### 1. PURPOSES OF AGREEMENT

The purpose of this Agreement is to set forth the pre- and post-construction management, monitoring, maintenance and adaptive management responsibilities at both the County Premises and the Tribe Premises to ensure the Project is meeting the Tribe and County's shared and distinct objectives.

## 2. DURATION OF AGREEMENT

- A. The term of this Agreement is execution through June 30, 2031, (the "Term") unless terminated sooner as provided herein.
- B. As provided by RCW 39.34.080, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

### **3. SCOPE OF PROJECT**

As set forth in the plans attached hereto and incorporated herein as Appendix A, the Project includes the restoration of approximately two (2) miles of the North Fork Stillaguamish River and roughly 230 acres of its associated floodplain. The Project will be performed by the Tribe and its selected contractor and will occur across Tribe-owned and County-owned real property. The Project is currently assumed to take two (2) years for substantial completion. Thereafter, the parties shall share responsibilities for monitoring and maintenance, as set forth below.

### 4. COUNTY RIGHTS AND RESPONSIBILITIES

- A. Upon full execution of this Agreement, the County will grant the Tribe, its employees and contractors, a temporary construction easement, including for access and staging, in substantially the form attached hereto in Appendix "D."
- B. Upon at least two (2) weeks' notice from the Tribe, the County will close the Trafton Trailhead Park to the public for the duration of the Project. In addition, the County will coordinate with the Tribe as necessary for Project implementation to close or modify public access to the section of the Whitehorse Regional Trail located between Bridge 701 to Bridge 702.
- C. The County will issue a Notice to Proceed to the Tribe upon execution of this Agreement and execution of the temporary construction easement described above.
- D. Throughout the duration of the Project, the County reserves the right to inspect and accept or reject all work on County Premises. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Tribe with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Tribe shall promptly remedy the problem or problems and re-submit the work to the County.
- E. Upon notification by the Tribe, the County will inspect and create a punch list of items

to be completed on County Premises prior to substantial and physical completion. The County's approval and acceptance of punch list completion is required for Project closeout.

- F. Following physical completion of the Project, County staff will operate and maintain the newly constructed Fisher Person Trail as part of its regular operation and maintenance of the Trafton Trailhead Park.
- G. Following physical completion of the Project, County staff will continue regular operations and maintenance of the Whitehorse Regional Trail. In addition, County staff will monitor the Whitehorse Regional Trail post-physical completion for any concerns caused by the Project work. Should the County identify any issue with the Project work on the Whitehorse Regional Trail, the Tribe shall promptly remedy the problem or problems to the County's satisfaction.
- H. Upon physical completion of the Project, the County will grant the Tribe, its employees and contractors, a right-of-entry for post-Project monitoring in substantially the form attached hereto in Appendix "E."

### 5. TRIBE RESPONSIBILITIES

### A. <u>PRE-PROJECT IMPLEMENTATION</u>

- a. The Tribe has already provided the County with its 100% design plan set, located at Appendix A. The Tribe agrees to provide the County any other Project documentation upon County request.
- b. The Tribe agrees it will not proceed with any of the Project work on County Premises until it receives from the County the County's Notice to Proceed.
- c. The Tribe shall comply with any State or local requirements regarding use of 115<sup>th</sup> Avenue NE and survey the existing elevation of the section of the road from SR 530 to the Project site in order to establish the pre-construction condition. The Tribe shall submit all survey documentation to the County.
- d. The Tribe shall be solely responsible for acquiring all permits and licenses as required by law for Project construction. By executing this Agreement, the County does not warrant that any permits or licenses are necessary or not necessary nor does the County waive any such requirements. As of the date of this Agreement, the Tribe has identified and/or obtained the permits listed in Appendix C to this Agreement, the terms and conditions of which are incorporated herein as if fully set forth.

#### B. DURING PROJECT CONSTRUCTION

- a. The Tribe will perform all Project work on the County Premises during standard County working hours of 7:00 AM and 7:00PM, Monday through Friday, excluding County holidays. Project work may only occur outside of approved work hours only by written authorization of the County.
- b. The Tribe will timely notify and coordinate with the County on any "Substantial Changes" to the Project design elements located on the County Premises and receive written approval from the County prior to implementation. "Substantial Changes" is defined to consist of alterations that would modify the function of the County

Premises or require a contractor change order for approval.

- c. As described in the temporary construction easement found in Appendix D, the County has a tenant residing in real property adjacent to the area of the temporary construction easement. The Tribe agrees to exercise its best efforts to avoid impeding the tenant's access to the leased residence for the duration of the Project.
- d. The Tribe agrees to provide the County with two (2) weeks advance notice for closure of any portion of the County Premises to public use. Notification shall include timing of closure and a diagram or marked map or image showing the areas of the County Premises to be impacted. The County will post notification to the public through digital and physical communication a minimum of three (3) days in advance of the closure. The Tribe shall be solely responsible for providing all physical barricades (other than the existing park tube gate) and any other traffic control equipment and personnel necessary to safely prevent the public from entering the closed areas as well as to control for ingress/egress of the Project Site, including along 115<sup>th</sup> Ave and Whitehorse Regional Trail, as shown in the project documentation in Appendix A and approved construction submittal from the Tribe's selected contractor(s).
- e. The Tribe agrees to conduct a site visit with County staff prior to Project close-out to identify any punch list items.
- f. The Tribe agrees to repair or replace any damaged infrastructure or vegetation on County Premises to the satisfaction of the County.
- g. The Tribe agrees to conduct a post-construction survey of the elevation of 115th Avenue NE and submit the same to the County for review. Should the survey indicate that repair of 115th Avenue NE is needed to restore it to its preconstruction condition, the Tribe will repair 115th Avenue NE at its sole cost and expense. The Tribe will not be responsible for upgrades that exceed the condition of 115th Avenue NE pre-project.

### C. POST-PROJECT COMPLETION

- a. Upon receipt of the fully executed right-of-entry for post-Project monitoring, as described in Section 4I above, the Tribe shall provide staff and resources for the planting, maintenance, and stewardship (for at least 5 years) on the County Premises to ensure native plant cover and density objectives are being met. Maintenance and stewardship may include the use of herbicide and mechanical removal for the control and management of invasive species on both the Tribe and County Premises as described in Appendix B. Further, the Tribe shall monitor and maintain the County Premises as per permit requirements (see Appendix C) and agrees to adaptively manage the Project elements that are not meeting objectives as defined in the permits.
- b. The Tribe shall provide electronic copies of the following Project documents to the County within five (5) days of written request from the County:
  - i. All investigative studies, reports and analysis (.pdf)
  - ii. Survey (.dwg and .pdf)
  - iii. Approved construction plans, specifications and engineer's estimate (.dwg, .pdf)

- iv. Approved permits
- v. Construction Testing Reports
- vi. As-built or record drawings (.dwg, .pdf)

#### D. PREVAILING WAGE

The Tribe agrees to comply with the prevailing wage provisions of RCW 39.12.010-39.12.030 on all contracts for any work, construction, alteration, repair or improvement on the County Premises. Failure to comply with this section shall constitute a default under the terms of this Agreement unless otherwise cured withing thirty (30) days of notice of such default.

#### 6. **PERFORMANCE**

The Tribe shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the County under the terms of this Agreement. Any materials or equipment used by the Tribe in connection with performing the work under this Agreement shall be of good quality. The Tribe agrees to complete all work described in Appendix A in a timely and professional manner and in accordance with generally accepted floodplain restoration practices prevailing in the western Washington region. The Tribe may use subconsultants or subcontractors to complete any portion of the work described in Appendix A.

#### 7. INDEPENDENT CONTRACTOR

The Tribe will perform all services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The Tribe shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the Tribe and not the County. The Tribe has the express right to direct and control the Tribe's activities in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance.

#### 8. COUNTY'S POWERS

Nothing contained herein shall be construed as in any way divesting the County of any of its powers with respect to the supervision, management, and control of County property, roads and streets within its boundaries.

#### 9. ADMINISTRATION OF AGREEMENT

Each party to this Agreement shall designate an individual who may be designated by title or position to oversee and administer such party's participation in this Agreement. The parties' Administrators shall be the following individuals:

Parks Division Manager Rich Patton 6705 Puget Park Drive Snohomish, WA 98296 Phone: 425-388-6618 Email: rich.patton@snoco.org

Senior Park Planner Emily Griffith 6705 Puget Park Drive Snohomish, WA 98296 Phone: 425-388-6620 Email: emily.griffith@snoco.org Environmental Program Manager Jason Griffith 3322 236<sup>th</sup> St NE Arlington, WA 98223 Phone: 360-631-0868 Email: jgriffith@stillaguamish.com

Fisheries Biologist Charlotte Scofield 3322 236<sup>th</sup> St NE Arlington, WA 98223 Phone: 360-547-2690 Email: cscofield@stillaguamish.com

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

#### **10. AUDIT AND INSPECTION**

The County and the Tribe shall maintain records pursuant to this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The County and Tribe's records shall be available for inspection and audit by one another, the State Auditor, federal auditors, and any persons duly authorized by the parties. The Tribe and County shall preserve and make such records available to said parties until expiration of six (6) years from the date of final Project completion under this Agreement.

#### 11. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire agreement between the County and the Tribe and supersedes all proposals, oral and written, and all other communication between the parties in relation to the subject matter of this Agreement. No other agreement exists between the County and the Tribe with regards to the instant subject matter except as expressly set forth in this instrument. Except as otherwise provided herein, no modification of this Agreement shall be effective until reduced to writing and executed by both parties.

#### 12. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be altered or amended by mutual agreement of both parties. Such alterations or amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **13. TERMINATION**

Either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' prior written notice to the other party. If this Agreement is so

terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

- A. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, either party may terminate this Agreement immediately by providing written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- B. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within thirty (30) working days, provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall commence cure within said thirty (30) day period and thereafter diligently pursue cure to completion. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### 14. **RIGHTS AND REMEDIES**

In the event a party violates any of these terms and conditions and fails to cure such failure or violation as provided in Section 13B, then the other party shall have the right to exercise any or all rights and remedies available to it in law or equity.

#### **15. DISPUTE RESOLUTION**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

#### 16. NOTICES

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 9 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

#### **17. INSURANCE**

Both the Tribe and the selected contractor shall carry for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Tribes, its agents, representatives, employees or subcontractors. Annual proof of insurance shall be submitted to the County.

The Tribe and selected contractor shall obtain insurance of the types described below:

- A. <u>Minimum Scope and Limits of Insurance.</u> The Tribes shall maintain coverage at least as broad as, and with limits no less than:
  - (i) <u>General Liability:</u> \$5,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
  - (ii) <u>Automobile Liability:</u> \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
  - (iii)Workers' Compensation: Statutory requirements of the state of residency; and

(iv) Employers' Liability or "Stop Gap" coverage: \$ 1,000,000.

- B. <u>Other Insurance Provisions and Requirements.</u> The insurance coverages required in this Agreement for all liability policies except Workers Compensation are to contain, or be endorsed to contain, the following provisions:
  - (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Tribes in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 11/85" or its equivalent is required. <u>The County</u> <u>requires this Endorsement to complete the Agreement.</u>
  - (ii) The Tribe and contractor insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
  - (iii)Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Tribes liability to the County and shall be the sole responsibility of the Tribes.

- (iv)Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) calendar days' prior written notice, has been given to the County.
- (v) Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time any of the foregoing policies fail to meet minimum requirements, the Tribe shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. In the alternative, either party to this Agreement may fulfill the insurance obligation contained herein by maintaining membership in a joint self-insurance program authorized by Chapter 48.62 RCW. In this regard, the parties understand that the party to this Agreement who is a member of such a program is not able to name the other party as "additional insured" under the liability coverage provided by the joint self-insurance program.

### 18. HOLD HARMLESS

- A. Tribe Held Harmless. The County shall indemnify and hold harmless the Tribe and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, officials, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the Tribe, the County shall defend the same at its sole cost and expense; provided that the Tribe reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Tribe, and its officers, agents, and employees, or any of them, or jointly against the Tribe and the County and their respective officers, officials, agents, and employees, or any of them, or jointly against the Tribe and the County shall satisfy the same.
- B. County Held Harmless. The Tribe shall indemnify and hold harmless the County and its officers, officials, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Tribe, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Tribe shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, officials, agents, and

employees, or any of them, or jointly against the County and the Tribe and its respective officers, agents, and employees, or any of them, the Tribe shall satisfy the same.

- C. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- D. In no event shall the County be responsible for indemnifying the Tribe for damages caused by or resulting from the sole negligence of the Tribe, and its elected officials, officers, employees, agents, contractors and/or subcontractors.

## 19. LIABILITY RELATED TO TRIBAL ORDINANCES, POLICIES, RULES AND REGULATIONS

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Tribe from any liability or responsibility which arises in whole or in part from the existence or effect of Tribal ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Tribal ordinance, policy, rule or regulation is at issue, the Tribe shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Tribe, the County, or both, the Tribe shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

#### 20. COMPLIANCE WITH LAWS

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

### 21. LIMITED WAIVER OF SOVEREIGN IMMUNITY

The Tribe expressly reserves all of its inherent sovereign rights as a federally recognized Indian Tribe, including sovereign immunity from suit in any state, federal or tribal court without the Tribe's consent. By entering into this Agreement, the Tribe hereby grants a limited waiver of sovereign immunity to the County only, subject to, and conditioned on the following:

A. This limited waiver of immunity shall not extend to interpretation of the Treaty of Point Elliot, 12 Stat. 927, or the rights reserved by the Tribe under that Treaty. This waiver of immunity shall not extend to, or be used for, or to, the benefit of any other person or

entity of any kind or description whatsoever, including any successor or assign of the County.

- B. To the extent that jurisdiction obtains, this limited waiver of immunity shall be deemed consent to jurisdiction only of the Snohomish County Superior Court.
- C. The limited waiver of immunity in favor of the County shall commence and become effective as the effective date of this Agreement and shall remain in effect for three (3) years from the ending date or early termination of this Agreement. Notwithstanding any applicable statute of limitations or other law, upon expiration of the above three (3) year period, this limited waiver of immunity shall be deemed withdrawn without further action by the Tribe or notice to the County.
- D. Except as authorized in Section F below, nothing contained in this Agreement shall be deemed consent to levy of any judgment, lien or attachment upon any assets, property or interest of the Tribe.
- E. Nothing in this Agreement or any activity of the Tribe shall implicate or in any way involve the trust assets or credit of the Tribe or any of its members.
- F. The Tribe hereby expressly waives sovereign immunity to suit with respect to claims made relating to, or arising under, this Agreement by any party, to interpret or enforce the terms of this Agreement, or to a claim of indemnification by the County pursuant to this Agreement. The limit for any claim of indemnification will be the insurance limit required by this Agreement. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the County shall look only to the proceeds of the insurance procured by the Tribe herein and the policy of insurance obtained by the Tribe shall prohibit the insurer form asserting a defense of sovereign immunity to a claim made under the policy. The Tribe warrants its authority to and agrees to assign over to the County, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification obligation.

#### 22. RELATIONSHIP TO EXISTING LAWS

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and regulations;
- B. Scope of Work (Appendix A); and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

#### 23. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit arising out of or relating to the performance, breach, or enforcement of this Agreement shall be commenced in Snohomish County Superior Court. The parties shall bear their own costs and attorney's fees in any action brought under this section.

#### 24. NON-WAIVER

The failure of the County to insist on strict performance of any term of this Agreement, or to exercise any option conferred by it, in any one or more instances, shall not be construed to be a waiver or relinquishment of that right or any right by the County, but the same shall be and remain in full force and effect.

#### 25. NO ASSIGNMENT

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

#### 26. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Agreement as determined by the County.

#### 27. PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW. To the extent that public records then in the custody of the Tribe are needed for the County to respond to a request under the Act, as determined by the County, the Tribe agrees to make them promptly available to the County. If the Tribe considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Tribe shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Tribe (a) of the request and (b) of the date that such information will be released to the requester unless the Tribe obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Tribe fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Tribe to claim any exemption from disclosure under the Act. The County shall not be liable to the Tribe for releasing records not clearly identified by the Tribe as confidential or proprietary. The County shall not be liable to the Tribe for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

#### 28. COUNTY NON-DISCRIMINATION

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Tribe shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Tribe of the Tribe's compliance with the requirements of Chapter 2.460 SCC. If the Tribe is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Tribe's obligations under other federal, state, or local laws against discrimination.

#### **29. MISCELLANEOUS**

- A. No obligation in this Agreement shall limit the Tribe in fulfilling its responsibilities otherwise defined by law.
- B. No obligation in this Agreement shall limit the County in fulfilling its responsibilities otherwise defined by law.

#### **30. WARRANTY OF AUTHORITY**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

#### 31. NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

#### 32. **NO SEPARATE ENTITY**

The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

#### 33. **OWNERSHIP OF PROPERTY**

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

#### 34. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the County and the Tribe have executed this Agreement as of the date first above written.

By\_\_

#### THE COUNTY:

#### **THE TRIBE:**

the State of Washington

Snohomish County, a political subdivision of Stillaguamish Tribe of Indians, a federallyrecognized Indian Tribe

Title:

\_\_\_\_\_

By\_\_\_

County Executive

**Approved as to Form:** 

Deputy Prosecuting Attorney

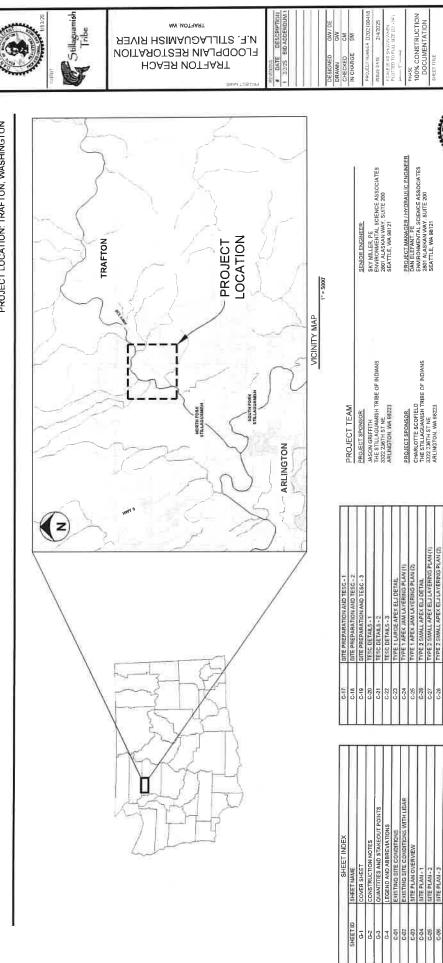
**Approved as to Form**:

## APPENDIX A Project Plans









OF 42

SHEET 1

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COVER SHEET

HYDRAULIC ENGINEER GREG WOLOVEKE, PE EURONMENTAL SCIENCE ASSOCIATES TERT ALASIAN WAY, SUITE 200 SEATTLE, WA 98121

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17/25

# GENERAL NOTES

- THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE OF THE STILLAGUAMISH TRIBE OF IOMAINS AND THEIR ALTINGENEZE DAENTS, BHERAFTER FREERED TO AS OMMER' OR "CONTRACTING, OFFICER", THE "CONTRACTOR", OR THEIR SUBCONTRACTOR, IS THE PARTY SELECTED TO CONSTRUCT THE PROJECT. ġ.
- EWIROMAENTLI SCIENCE ASSOCIATES (ESM, HEREAFTER REFERRED TO AS "ENCINEER" IS RESONDELE TO THE REFERENCIATION OF THESE TO AS "ENCINEER" IS RESERVICATIONS, AND WILL NOT BE RESONSIBLE FOR UNMULTHORIZED CONVICE, ON USE, OF THESE PLANS WHCH INCLUDES ALTERATION. DELETION OR COMMCE, ON USE, OF THESE PLANS WHCH INCLUDES ALTERATION. DELETION OR EDITIONG OF THESE PLANS WHCH INCLUDES ALTERATION. DELETION OR ENDING OF THESE PLANS WHCH INCLUDES ALTERATION. DELETION OF ENGINEER, ANT OTHER UNWUTHORIZED USE OF THIS DOCUMENT IS PROHIBITED. N

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- MINOR MODIFICATIONS ARE EXPECTED TO SUIT JOB SITE DIMENSIONS OR CONDITIONS, SUCH MODIFICATIONS ARL LER TOLUED AS PART OF THE ANOWER THE OWNER, HEAGINEER, AND APPROPRIATE REGULATIONS AGENCIES SHALL ER MOTIFIED OF ANY OMMERAALTHORIZED CHANGE REGULATIONS AGENCIES SHALL BE ADTIFIED OF ANY OMMERAALTHORIZED CHANGE REGULATIONS AGENCIES SHALL BE ADTIFIED OF ANY OMMERAALTHORIZED CHANGE REGULATIONS AGENCIES SHALL BE ADTIFIED OF ANY OMMERAALTHORIZED CHANGE REGULATIONS AGENCIES SHALL BE ADTIFIED OF ANY OMMERAALTHORIZED CHANGE REGULATIONS AGENCIES SHALL BE ADTIFIED OF ANY OMMERAALTHORIZED CHANGE REGULATIONS AGENCIES SHALL BE ADTIFIED OF ANY OMMERAALTHORIZED CHANGE REGULATIONS AGENCIES SHALL BE ADTIFIED OF ANY OMMERAALTHORIZED CHANGE REGULATIONS AGENCIES SHALL BE ADTIFIED OF ANY OMMERAALTHORIZED CHANGE REGULATIONS AGENCIES SHALL BE ADTIFIED OF ANY 3
- THE LOCATION OF ALL FEATURES INFORM IS APPROVED WATE FIAL LOCATIONS SHALL BE ELACAGE BY THE CONTINUCTOR PRIOR TO CONSTRUCTION AND APPROVED BY THE DOWNER OF EXAMPLEY FROM TO COMMENCEMENT OF AND APPROVED BY THE RESERVEST FIE RIGHT TO ADJUST THE LOCATION OF STRUCTURED ON REMOVE FROM INECOMPAGE.
- THE CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONTORING UNING THE CONTRENCT OF THIS FRACETCI MICLUBING SAFETY OF ALL PERSONS AND PROFERTY: AND ENTHER RAGREES THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND INOT BE LIMITED TO NORMAL WORKING HOURS IN ACCORDANCE WITH THE PROVISIONS OUTLINED BY THE PROJECT CONTRACT PRECISION SAFETY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING PRECISION SAFETY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING PRECISION SAFETY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING PRECISION SAFETY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING PRECISION SAFETY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING PRECISION SAFETY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING PRECISION AND PROFESSION SAFETY AND SAFETY IJ
- 4. AL IMPROFEMENTS SNIL THE ACCOMPARISON INNEET THE APPROACH, INSECTION AND MUTTHEES FANSE AND THE ACCOMPARISON INTO EXPERIMENT OF INSECTION AND WITTHEES HARRS AND THE ADMINIST THAT DEPARIMENT OF INSECONTION MORTHERS FANSE SAND THAT ADMINISTIC TO THE ADMINIST OF THE ADMINISTIC TO THE STANDARD SECTIONARY STATU DEPARIMENT OF STATE DEPARIMENT OF THANSPORTATION WAS DOT STATULED AT STATE DEPARIMENT OF THANSPORTATION WAS DOT STATULATION STATE REPERIMENT OF THANSPORTATION WAS DOT STATULATION STATE STANDARD SECTIONED STATULATIONS STATE TO BE ADMINISTON STATE DEPARTMENT OF THANSPORTATION WAS DOT STATULATION STATE READED FOR THAT STATE CONTRACTORICULATIONS STATE STANDARD SECTIONED STATE CONTRACTOR STATED TO BE FAMILIAR WITH APPLICABLE SECTIONED STATE POSISIONS AND SUCCEMPANS OF THE STANDARD SECTIONARCE SECTIONARIES SALL SUFFACE THADS. THE STANDARD SECTIONARCE SECTIONARIES SALL SUFFACE THADS THE STANDARD SECTIONARCE SECTIONARIES SALL SUFFACE THADS. THAT SALL SUFFACE THAT SUFFACE SUFFACE ADDING SALL SUFFACE THADS. THE SALDADARD SECTIONARCE SECTIONARIES SALL SUFFACE ADDING SALL S 9
  - PILE DRIVING REDUIREMENTS ARE INCLUDED IN SECTION 8-26 OF THE PROJECT SPECIFICATIONS.,

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THE PLOT ONLE 26/2024 4 10 32 PM PLOTTED BY GREE WOLCHERS

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- CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE CONTRACT DOCUMENTS AND ALL SUBMITTALS REQUIRED TO THE OWNER FOR REVIEW AND ACCEPTANCE. FOR

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ALL ERTHWORK QUANTITIES ARE BASED ON A NEAT-LINE COMPARISON BETWEEN EXISTING AND TRUBLED GARDE SURFACE. ON EXAMINION AND COMPACTION FACTORS HAVE BEER APPLIED, ACTUAL EARTHWORK VOLUMES MAY VARY. 14

GRASS - DE ELECCLOROSCIONER LOCACIÓN (C)

## FRMIT NOTES

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- EVERY REASOMABLE EFFORT SHALL BE MADE TO CONDUCT THE ACTIVITIES SHOWN IN THESE PLANS, IN AMMINER THAT MIMILISES THE ANDERSE MPACT ON WATER OUALING. FISH AMMOLINE, AND THE MATURAL ENVIRONMENT.
  - ISSUED BY PERTINENT TY TO HAVE COPIES OF LY WITH ALL PERMIT ALL WORK SHALL BE IN COMPLANCE WITH PERMIT CONDITIONS ISS REGULATORY AGENCIES IT IS THE CONTRACTOR'S RESPONSIBILITY ALL PERMIS ON THE JOB SITE, UNDERSTAND AND COMPLY CONDITIONS. 2
- ALL WORK THAT DISTURBS THE SUBSTRATE BAIK, OR SHORE OF A WATERS OF THE STATE THAT CONTRAIN STATULE BE CONCIDED ONLY DONING THE WORK PERIOD FOR THAT WATERBOOT SALLONED BY RELEVANT PHORALLIC WORK REFAULTS. THOSE STATINGS OF THE PROLECT WORK THAT COCKIN OLISIED OF ABOVE THE ORDER THE MAKEN MARINE TO CARL OLISIED OF ABOVE THE ORDER THAT WATER MARK MARINE THE LUARED LUARED UNDERSTOTIONALL LINE SUBJECT TO THE WORK PERIODS DESCRIPED ABOVE UNESS SPECIFIED IN THE RELEVANT FEMALIE.
- ALL ACTUTIES THAT INVOLVE WORK ADJACENT TO, OR WITHIN THE WETTED CHANNEL SHALL AT ALL TIMES REJAIN CONSTERT WITH ALL APPLICABLE WATER OUALITY STRUDARDS AND MANAGEMENT PRACIDCES ESTRAILISHED PURSUANT TO THE CLEAN WATERACT OR FUNSUANT TO APPLICABLE STATE AND LOCAL LAW.

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IF AT ANY TIME, AS RESULT OF PROJECT ACTIVITIES, FISH ARE OBSERVED IN DISTRESS, A FISH KILL OCCUPS, OR WATER OMALITY PROBLEMS DEVELOP (INCLUDING EQUIMENT LEAKS OR SPILLS), OPERATIONS SHALL CEASE AND THE OWNER SHALL BE NOTFIED MAREIDATELY. ທີ

## SURVEY NOTES:

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- UNLESS NOTED OTHERWISE ON THE PLANS THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL MANTAN A SET OF PLANS ON THE JOB SHOWING THE CONTRACTOR SHALL MANTAN A SET OF PLANS ON THE JOB SHOWING THE CONTRACTOR SHALL SUPPLY TO OWNER A SET OF PLANS MARKED UP TO THE SATERACTOR SHALL SUPPLY TO OWNER A SET OF PLANS MARKED UP TO THE SATERACTOR OF THE CONMENT REFLECTING THE ASCOUNTINGLY. N.
- ELEVITORS SHOWN ON THE PLANS FOR TOE OF SLOPE. TOPS OF BANKS, THALINEG, GRADE CONTRUGS, ETC. ARE BASED TUDN THE TODGRAPHICH INFORMETON SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERITY ALL NECESSARY SURFACE ELEVITIONS IN THE FLILD AND NOTT' THE OWNER OF ANY DISSERVANCES MANNON AND PRIOR PROPER ONEINITION OF THE NEW FACILITIES SEFCINE BREAKING GROUND AND PRIOR TO FACILITY NISSTLATION. THE OWNER SHALL BE CONTRACTOR IN THE EVENT TO FACILITY NISSTLATION. THE OWNER SHALL BE CONTRACTOR IN THE EVENT TO FACILITY NISSTLATION. THE OWNER SHALL BE CONTRACTOR IN THE EVENT TO FACILITY NISSTLATION. THE OWNER SHALL BE CONTRACTOR IN THE EVENT TO FACILITY NISSTLATION. THE OWNER SHALL BE CONTRACTOR AND PRIOR TO FACILITY NISSTLATION. THE OWNER SHALL BE CONTRACTOR IN THE EVENT ELEVATIONS ARE INCOMENTED ON THE FROPER ADJUSTMENTS CAN BE MADE BY ENGINEER PRIOR TO THE INSTLATION OF THE FACILITIES. AS SET FORTH IN THE SECOLIF PROVINCIES. 3

## DATUM NOTES:

VERTICAL CONTROL IS MAVD 88; HORIZONTAL CONTROL IS NADB3 WASHINGTON STATE PLANES NORTH ZONE, US FOOT 4

# TESC NOTES

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- THE CONTACTOR SLALL BE RESPONDENCE FOR MIRELIMENTIAL INCODARY ECOSION CONTACL MEAVER. THE EROSION CONTROL MEASURES SHALL BE IN ACCORPANCE WITH ALL FEDERAL STATE AND LOCAL REQUERENTS. THE CONTRACTOR SHALL BE RESOUNDED TO CAL REQUERENTS. THE CONTRACTOR SHALL BE RESOUNDED FOR THE MINITEMANCE AND FERFORMANCE OF THE THAPPARAY EROSION CONTROL MEASURES THROUGHOUT THE DUBATION OF THE FROLET. N
- A SEDIMENT AND EGOSION CONTROL PANA SMALL BE DEVELOPED BY THE CONTRACTOR AND SUBMITTED FOR APPROVAL BY OWNER AND/OR THE FUGNMER BEFORE ANY AND SUBMITTED FOR APPROVAL BY OWNER AND/OR THE FUGNMENT BEFORE ANY COGNERATORIAN PEGINA THE SEDIMENT AND EFOSION CONTROL TAM MILL DEVINTS COGNERATORIAN PEGINA THE SEDIMENT AND EFOSION CONTROL TAM MILL DEVINTS SUBMICED FOR APPROVAL BY OWNER AND ADARCENT PROVENTES IS MINIMAED.
  - ACTIVITIES SHALL BE DESIGNED AND CONSTRUCTED TO AVOID AND MINIMZE ADVERSE IMPACTS TO STATE TO PEDERAL MATERA TO THE MAXIMUM STERIT PAALCHAAT INFOUGH THE USE OF PEDERAL ALTENATIVES. ALTENATIVES THAT PAALCHAAT FROUGH THE USE OF PROSETICAL ALTENATIVES AND EXTENT OF INAVATER WORKAND EQUIVARIATION AND WARKET FOR THE ORDANELS. -
- AT NO TIME SHALL SEDIMENT-LADEN VATER BE DISCHARGED OR PUMPED DIRECTLY INTO THE SUBJECT RIVER, STREAM, OR WETLAND, WATER SHALL BE DISCHARGED IN SECORDANGE WITH REQUIREMENTS SET FORTH IN THE PROJECT PERMITS AND/OR SECORDANGE WITH REQUIREMENTS SET FORTH IN THE PROJECT PERMITS AND/OR SECORDANGE WITH REQUIREMENTS SET FORTH IN THE PROJECT PERMITS AND/OR SECORDANGE WITH REQUIREMENTS SET FORTH IN THE PROJECT PERMITS AND/OR ÷.
- I ARE LEVEL EROSION WATER LE IF HIGH WATER LEVEL CONDITIONS THAT CAUSE SILTATION OR E ENCOUNTERED DURING CONSTRUCTION, WORK SHALL STOP UNTIL THE SUBSIDES. ເດ
- ERVICE/ONDINGS CONTAIN SECIES TE COURTENENTS OF THE CONTIGO OF FROSION AND THRUTHY FROM FROME TO FEROURISENENTS OF THE CONTIGO OF FROSION AND THRUTHY TROW FROME TO FEROURISENENT AND INSECTION STAFF CONSTIT-THRUTHY ANOUNTS IN EXCESS OF THE FRANTITED CONCENTRATIONS AND/OF DUBATION MULLICAUSE NORTY OF ERVIDENT THRUTHY PROVIDES AND IN FEFECT AND THE PROBLEM CONTROLLED. THE CONTRACTOR IS CONFERTENT RESERVAND TO FEROURISE TO CONTROLLED. THE CONTRACTOR IS CONFERTENT RESERVAND THE PROBLEM CONTROLLED. THE CONTRACTOR IS CONFERTENT RESERVAND REDUCTION PROBLEM CONTROLLED. THE CONTRACTOR IS CONFERTENT RESERVAND REDUCTION FOR TO ACCUR IN WATURE OF THIS FAILURE TO ACCURATE VICUNTAN RECOMENDED. ø
- CONTRACTOR SHALL LIMIT MACHINERY MOVEMENT TO CONSTRUCTION AREAS DEFINED ON SITE PLAN OR IDENTIFIED AS ACCEPTABLE BY THE ENGINEER OR OWNER. N
- ALL EXTERNAL GREASE AND OIL SHALL BE PRESSURE-WASHED OFF EQUIPMENT PRIOR TO MOBILIZATION TO THE SITE, a i
- ALL EQUIPMENT OPERATING BELOW OHWAN SHALL UTILIZE READILY BIODEGRADABLE VEGETABLE-BASED HYDRAULIC FLUIDS (9-013(1)C6). 10, 8
  - THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO PETROLEUM PRODUCTS, INFOBAULC FLUID SEDIMENTS, REDIMENT-ALDEN WATER CHEMICALS, OR ANY OTHER TOXIC DELETERIOUS MATERIAS ARE ALLOWED TO ENTER OR LEACH INTO THE SUBJECT RIVER, STERM, ON WETLAND.
- THE CONTRACTOR SHALL HAVE AN EMERGENCY SPILL KIT ONSITE AT ALL TIMES. Ē

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- NO TREES OR WETLAND VEGETATION SHALL BE REMOVED UNLESS THEY ARE SHOWN MONTED TO BE REMOVED ON THE PUXIS OF AN ENELTY FY PERIED ON-SITE PATHER CONTRACTING OFFICER. ALL TREES CONLICITING WITH GARAING SHALL BE REMOVED ON ADMONG SHALL TAKE PLACE WITHIN THE DRIP LINE OF TREES MOT TO BE REMOVED UNLESS OTHERWSEL APPROVED.
- FOLLOWAG CONSTRUCTION, STE RESTORATION WILL INCLUDE DE-COMPACTION AND TEMPOWARY SEEDINO FOR ENGYSTON PROFECTION MARKINGES. EQUIMARIN AND EXCESS SUPPLIES WILL BE REMAYED AND THE WORK AREA MALL BE CLEANED. AMAINTEMARE EACITIFIES FOR THE MEAN'T CONSTRUCTED RESTORATION PROJECTS AREA ANTIPARTED TO OCCUR PERODICALLY. Ē



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<b>ROL TABLES</b>
T CONTROL
ALIGNMENT
CHANNEL

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CULVERT REMOVAL ALIGN	EASTING	1,337,244,5	1,337,189,6	1,337,166.7	1,337 044 5	1,337,023,2	1,336 955.9	1,336 948.5	1,336.907,8	1,336.880.7	1,336,833,2	1,336,821,3		SOUTH SWALE ALIGNME	EASTING	1,336,919,3	1.336,818.2	1 336 870.2
CULVERT RI	STATION	00+0	0+55	0+79	2+24	2+54	3+67	3+81	4+71	5+12	S+70	5+85		SOUTH SI	STATION	00+0	2+49	4+78
	SEGMENT	5	ū	2	C2	B	C3	L4	C4	L5	cs	Γę			SEGMENT	LI.	5	21
	DELTA ANGLE	£	121* 31' 09*	Ď	77" 14" 20"	ją	30* 54' 57"	1	52* 31' 36*	ţ)	37* 29' 17'	3	28* 41' 40"	1		ABLE	DELTA	ANGLE
TROL TABLE	CURVE RADIUS	ì	309.9	ŝ	334,0	1	450.9	ī	846.8	ŝ	836.4	ĩ,	523.0	1		CONTROL TA	CURVE	RADIUS
MAIN SIDE CHANNEL 60% ALIGNMENT CONTROL TABLE	NORTHING	457 014 7	457 290 0	456 905 5	456 890 4	456,505,3	456,491,5	456,435,9	456,443.7	456,136,7	455,875,6	455,893.2	455,690,9	455,565.9		NORTH SWALE & COUNTY SWALE ALIGNMENT CONTROL TABLE	OWINTOON	
ANNEL 60% AL	EASTING	1,339,160,2	1,338,164,1	1,337,783.8	1,337 788 2	1,337 628 3	1,503,756,1	1,337,369.3	1,337,155,4	1,336,471,6	1,336,338,6	1,005,081,2	1,335,871,2	1,535,634,1		OUNTY SWALE	FACTING	
AIN SIDE CH	STATION	00+0	10+33	16+91	17+06	21+57	21+85	24+29	26+43	34+19	36+28	41+75	41+55	44+57		H SWALE & C	ST&TION	
2	SEGMENT	5	5	51	C2	F3	C	гı	C4	L5	S	91	CG	٢٦		NORTI	CELMENT	

NOR	NORTH SWALE & COUNTY SWALE ALIGNMENT CONTROL TABLE	COUNTY SWAL	E ALIGNMENT			
SEGMENT	STATION	EASTING	NORTHING	CURVE RADIUS	DELTA ANGLE	0
ы	00+0	1,336,492.8	456,992 2	1		, ,
C1	3+61	1,336 386 8	456,647,2	395,8	38* 04' 30"	
12	6+24	1,336 234 6	456,438.7	ı	ġ	
8	7+62	1,336 121.6	456,360 1	321,9	79° 46' 23"	-
L3	12+10	1,336.012.8	455 961 9	1	1	
La	14+14	1,336,097.9	455,776.0	1	ŋ	
15	15+14	1,336,139.7	455,684.8	1	Ŵ.	
5	17+76	1,336,217.1	455 435 1	535,8	38* 04' 37"	
FG	21+32	1,336,205.9	455,085,7	1	ij	
3	24+29	1,336,100.0	454,807.8	664.4	25' 52' 01"	SEG
٢1	27+29	1,336,059,0	454,513.2	I	ĩ	0
cs	28+65	1,336,070,8	454,377.7	361.7	65* 42' 37"	
L8	32+80	1,335,887,5	454,030.7	ī	ŭ	0
C6	33+59	1,335,818,5	453 892 1	344,3	73" 41' 15"	-
ഩ	38+02	1,335,651,5	453,614.4	1	ã	
c7	38+35	1.335 658 9	453 582 I	307,4	62 43 43	
L10	41+72	1,335,558,0	453,278.5	ι	ĩ	SEG
CB	42+38	1,335,507,6	453,235.8	381,8	37* 04' 10"	
L11	44+85	1,335,381,8	453,028.2	ţ	i	
C9	45+52	1,335,367,1	452,962,8	318.5	74° 48' 53"	
L12	49+68	1,335.070.3	452.714.5	<u>i</u> t	3	
	COUNTY SW	ALE INLET ALI	COUNTY SWALE INLET ALIGNMENT CONTROL TABLE	TROL TABLE		U
SEGMENT	STATION	EASTING	NORTHING	CURVE RADIUS	DELTA ANGLE	
c1	1+87	1,335,519.3	454 192 4	517.1	49° 40' 27"	
-	6+35	1,335,651,6	453 778.7	ı	,	

EXEMPLOY/ CERD INC CETTOURING SELLIN S2020-S. ETAC TOUR WAS STUICE TOOBAATS ON A SEITITIVAUD C.O.C.W.C.M. MAKAGR

Ĩ	2	3+81	1,336 948.5	454,813.8	<u>a</u>	ä
52" 31' 36"	C4	4+71	1,336,907,8	454,733,2	81.7	29* 04' 52"
t)	L5	5+12	1,336 880.7	454 702 4	ţ	Ĩ
37* 29' 17'	cs	S+70	1,336,833,2	454,670,2	B1.7	10, 29, 20,
3	Γę	5+85	1,336,821,3	454,660.3	g	ŝ
2B* 41' 40"						
1		SOUTH S	SWALE ALIGNMENT CONTROL	IENT CONTRO	L TABLE	
	SEGMENT	STATION	EASTING	NORTHING	CURVE RADIUS	DELTA ANGLE
BLE	LN.	00+0	1,336,919,3	456,363,9	3	ł
DELTA	c1	2+49	1 336,818,2	456,136,3	173.6	76* 02' 00"
ANGLE	12	4+78	1 336 870.2	455,928,9	į.	ł
1	C2	5+32	1.336.911.9	455,896.5	1 602	110" 58'18"
38" 04' 30"	5	2£*6	1, 336, 691, 5	455 552 5	1	Б
ÿ	IJ	10+98	1,336,753.4	455 469 2	647.4	53° 50' 05"
79° 46' 23"	[4	17+07	1.336,443.2	454.871.9	ą,	1
Ľ	C4	17+95	1 336,435.4	454,884,3	436.4	78* 09 44"
j	15	23+90	1 336,052 3	454 489 4	1	1
Ő.						
38* 04: 37"		GROUNDWAT	GROUNDWATER SWALE ALIGNMENT CONTROL TABLE	IGNMENT CON	JTROL TABLE	
ij				ļ		
25' 52' 01"	SEGMENT	STATION	EASTING	NORTHING	CURVE RADIUS	DELTA ANGLE
ĩ	5	12+20	1,336,991,2	455 705 6	549,9	56* 44' 37"
65* 42' 37"	5	17+64	1 337 513 4	455.684.4	1	g.
(ß	C2	18+12	1,337,554,4	455,660,0	236.8	74* 34' 55"
73" 41' 15"	٢٦	21+20	1.337.839.4	455,692.9	â	į.
ã						
62 43 43		ALCO	ALCOVE ALIGNMENT CONTROL TABLE	IT CONTROL T	ABLE	
ĩ	SEGMENT	STATION	EASTING	NORTHING	CURVE	DELTA ANGI F
37* 04' 10"	ū	2+78	1,337,669.0	457 286 5	508.8	50° 05' 17'
ĩ	L,	7+23	1,337,241,1	457 237 5	3	I
74° 48' 53"			2			

_	1		-	-	-	-	-	-
1		DELTA ANGLE	50° 05' 17'	ī.	24* 17: 04	â	4° 33' 42	ï
ä	ABLE	CURVE RADIUS	508.8	<u>1</u> 5	710.5	ą	1333.2	ų
455,692,9	ALCOVE ALIGNMENT CONTROL TABLE	NORTHING	457 286 5	457 237 5	457 163 5	457,064.1	457 058.3	457 040.7
1 337 839 4	VE ALIGNMEN	EASTING	1,337,669.D	1,337 241.1	1,237,120.8	1,336,838.9	1,336,793.9	1,336,689,2
21+20	ALCO	STATION	2+78	7+23	8+64	11+65	12+11	13+17
12		GMENT	c	L N	C2	5	5	5

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TABLES	
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ELJ COI	

**FESA** 

CONTROL TABLE	NORTHING EAS	457 061 24 1 339.3	457 166 92 1 339 0	457 183.31 1,338 (	457,893,40 1,338.3	457.937.21 12.729.734	458,244,82 1,337	457,069.05 1,336.3	456 926 12 1,336	456 500 61 1 335	454 928 62 1,335	462 087 40 1 336 1 57 08
3	EASTING	1 339 378 89	1 339 065 93	1,338 805 29	1 338 236 57	1,337,946.87	1,337,767,68	1,336,277,56	1,336 148.34	1 335 684.11	335 292 65	

36° JJ 42 -20° 37' 39'

455,020 9 455 015 0 454,936 3 454 916 3 454 825 7

37.7 1.1

DELTA

CURVE RADIUS

NORTHING

MOVAL ALIGNMENT CONTROL TABLE

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455,017,2

9 49'07' --29" 04'52"

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1

81,7

CO	CONTROL TABLE	
DESCRIPTION	NORTHING	EASTING
5A-1	458,154,72	12,770,336,077,21
SA-2	458,076,39	1 337,788.37
E-A2	457,999,60	1,337,613.93
SA-4	457,927,97	1,337,395,30
SA-5	456,218,19	1,335,597,48
SA-6	456,015.80	1,335,479,78
SA-7	455,753.31	1,335,475.86
SA-8	454,656,13	1,335,396,90
SA-9	454,410,44	1,335,369,54
SA-1D	453 655.61	1.335,092.48
SA-11	453,440,36	1,334,889,85
SA-12	453,167,29	1,334,784,62

DR ELJ	EASTING	1,337,793,72	1,337.673.66	1,337,482,62	1,336,621,85	1,336,242,44	1,335 399.05	010101010
LARGE DEFLECTC CONTROL TABLE	NORTHING	456 661 99 1	466.616.25 1	456,427,10 1	456 303 06 1	455 852.67	455,317,66	1 1 1 1 1 1 1 1
TYPE 3 LARGE DEFLECTOR ELJ CONTROL TABLE	DESCRIPTION	1-0-1	LD 2	LD-3	LD-4	LD-5	P-01	

# GENERAL NOTES: 2

STAKEDUT POINTS ARE NOT PROVIDED FOR ELSS TO BE CONSTRUCTED OUTSIDE THE COHN UNE SHOWING IN THE PLAIS THE LOCATION OF THESE STRUCTURES ARE APPROVIMATE AND THE COTTRACTOR SHALL PROVIDE STALEOUT FOR THE COTIMACT REPRESENTATION THE COTIMACT REPRESENTATION THE COLIMACT REPRESENTATIO THE CONTRACTOR SHALL FLAG THE LOCATIONS OF ELLS AND ALLIAMBEIT SCOATIONS OF ELLS AND ALLIAMBEIT SEGRETS AS PROJUED ON THIS SHET. TEER OF THE MICHT TO MODE? THE DESERVES THE MICHT TO MODE? THE DESERVES THE MICHT TO MODE? THE DESERVES THE MICHT TO MODE WHELE REPORT OF A STANDARD OF STANDARD MICHT SHELLS.

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**N.F. STILLAGUAMISH RIVER** FLOODPLAIN RESTORATION НОАЗЯ ИОТЗАЯТ

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2/4/2025 PLOTTED TO FULL GIZE (22 E DATE

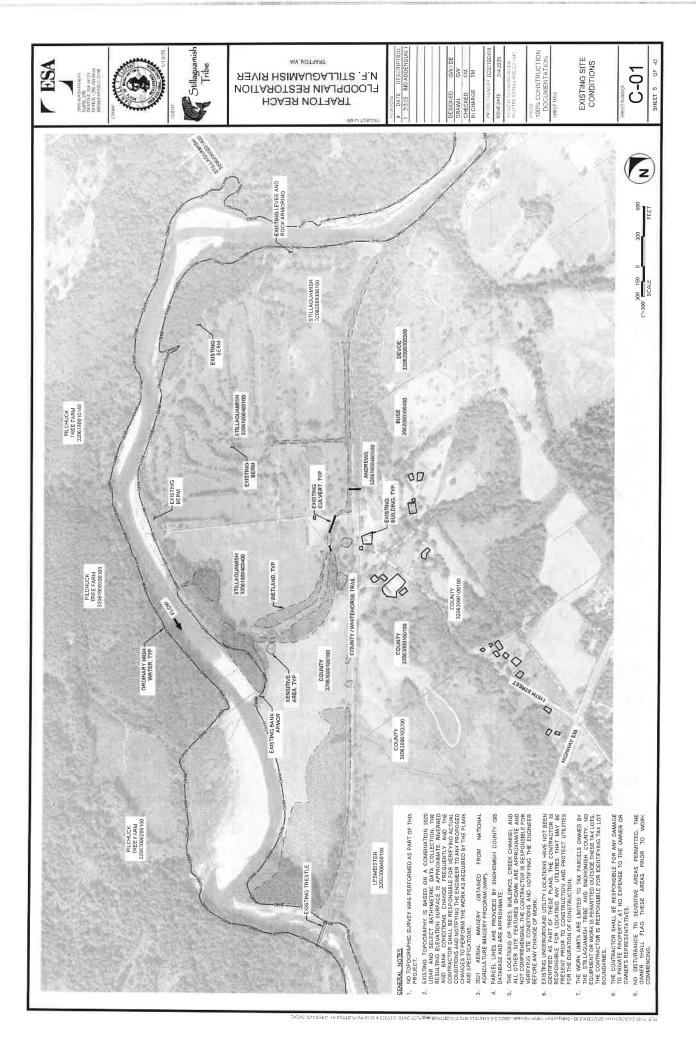
QUANTITIES AND STAKEOUT POINTS 100% CONSTRUCTION DOCUMENTATION

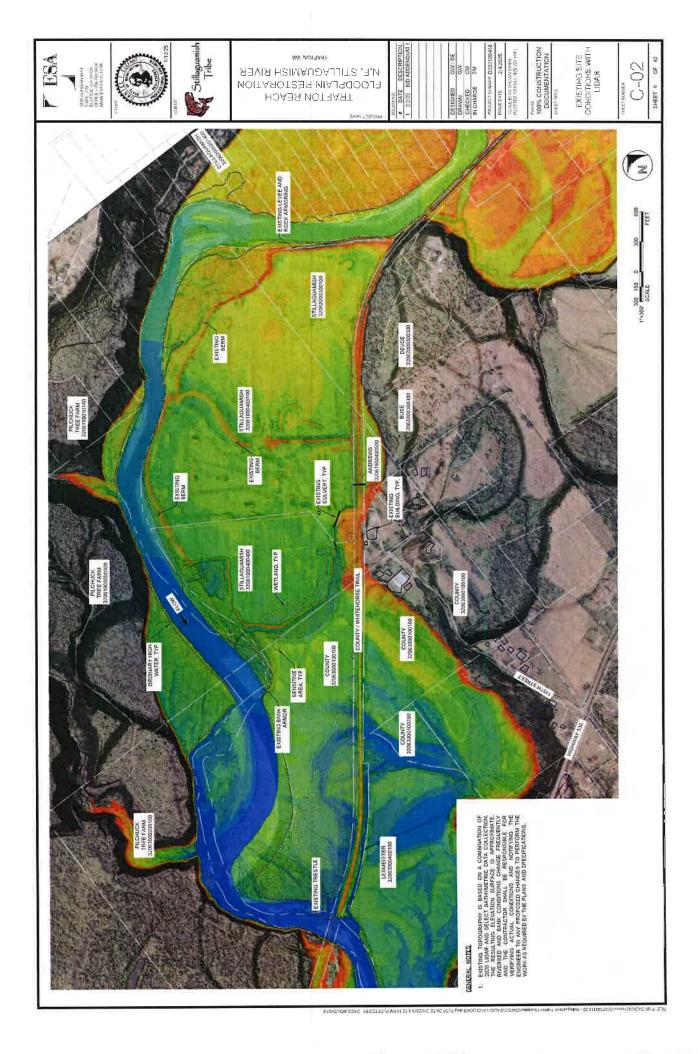
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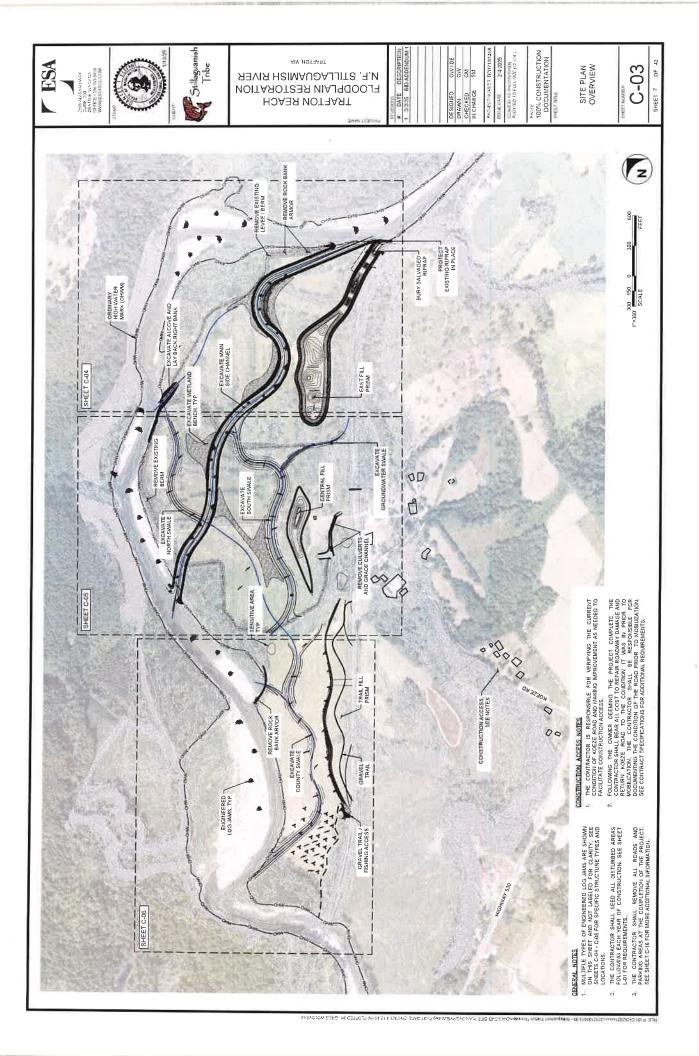
OF 42 SHEET 3

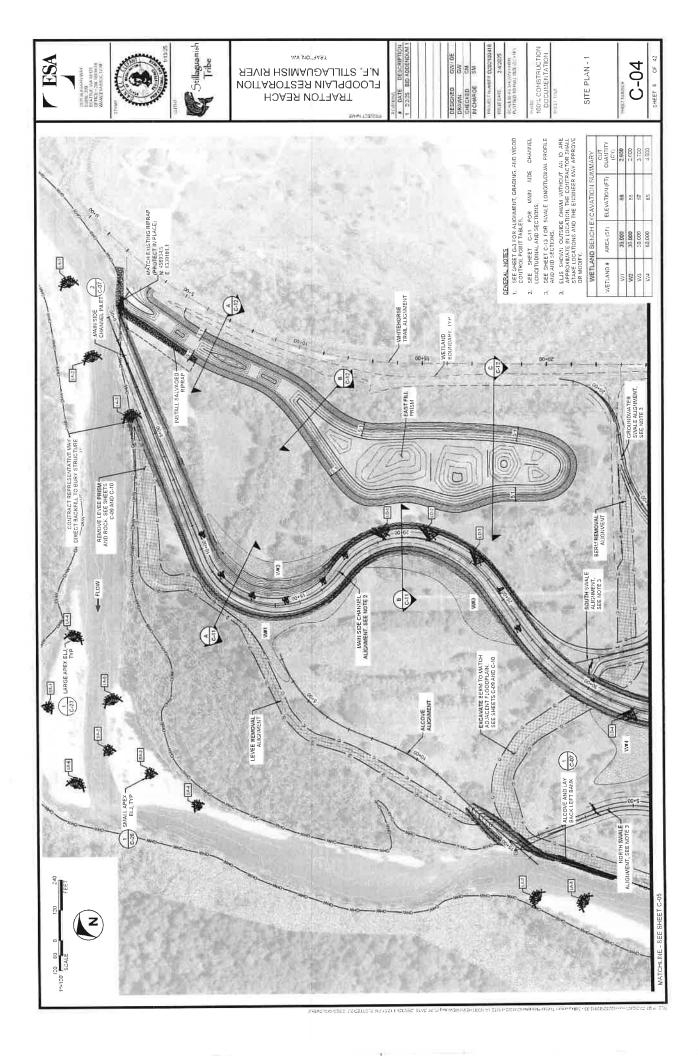
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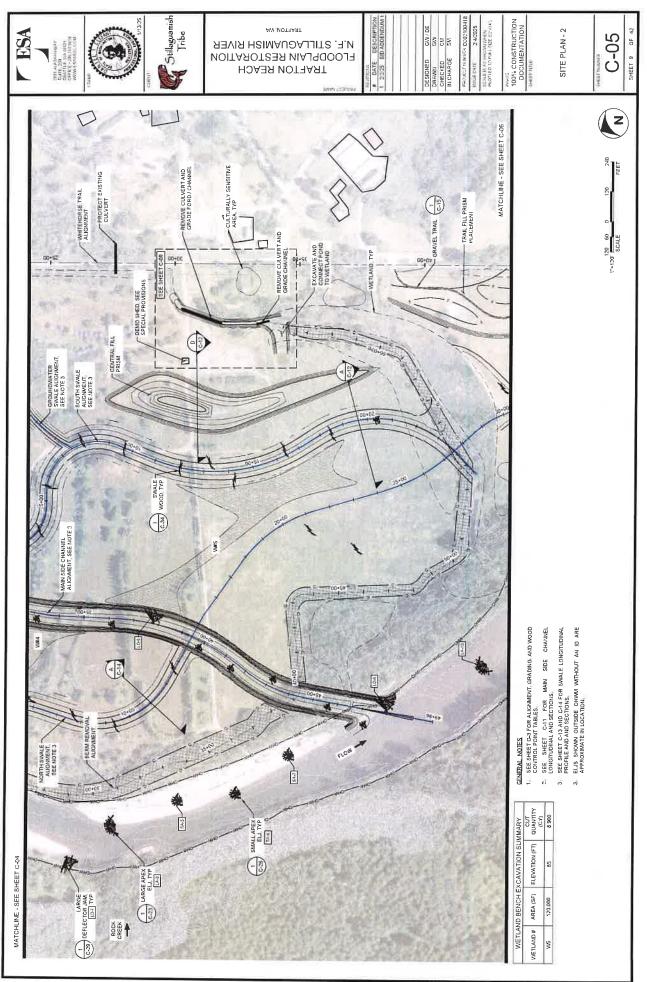
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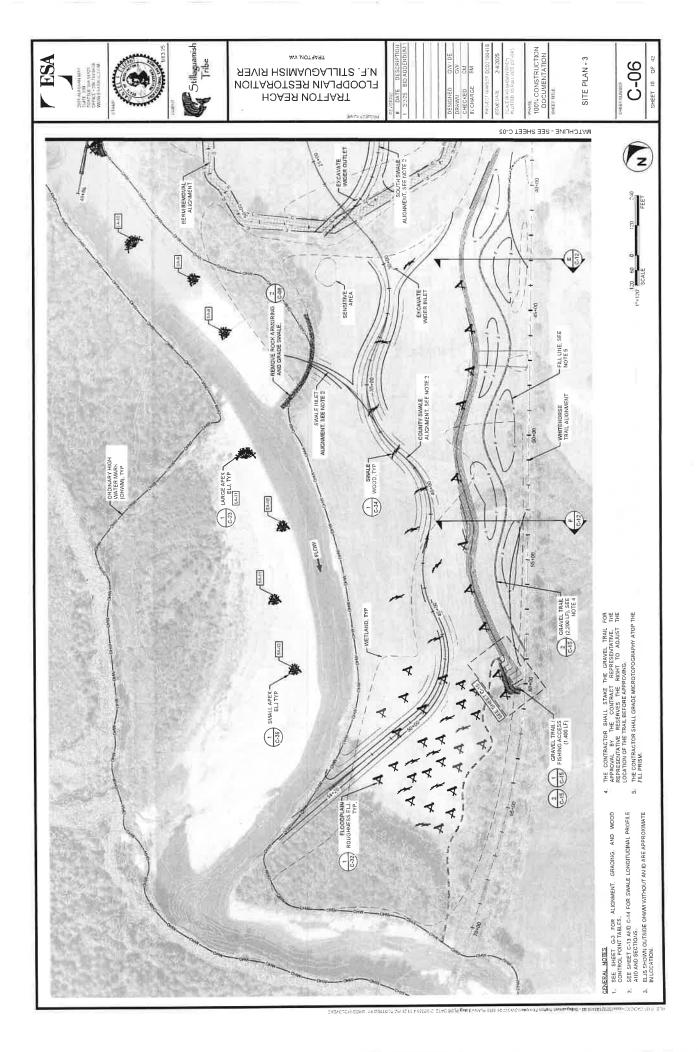


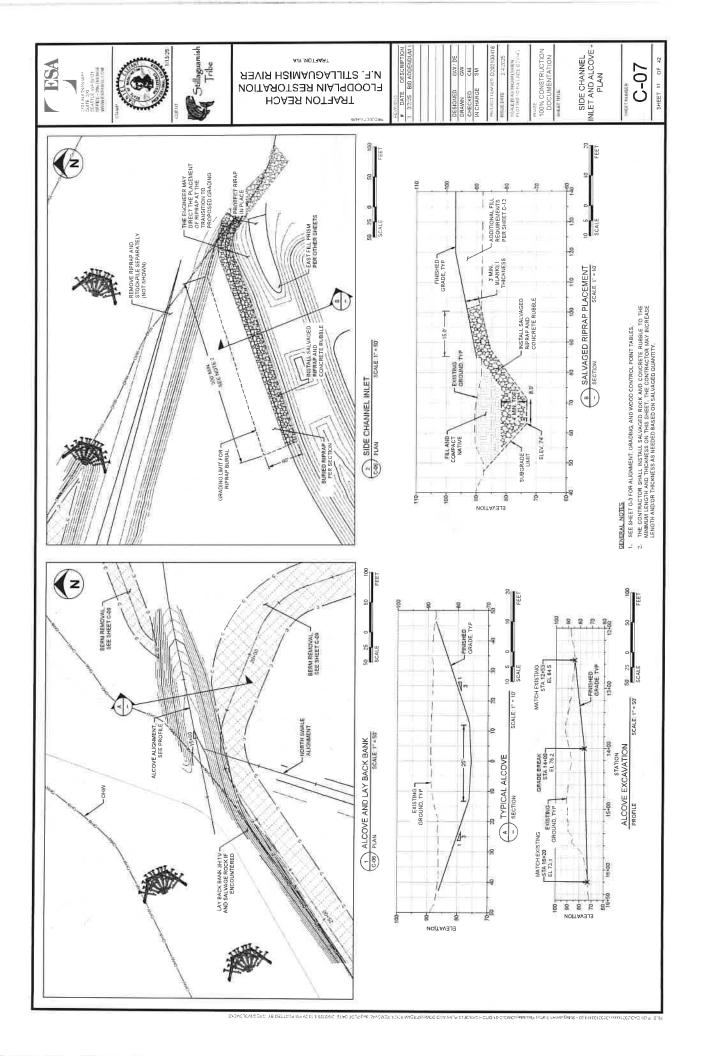


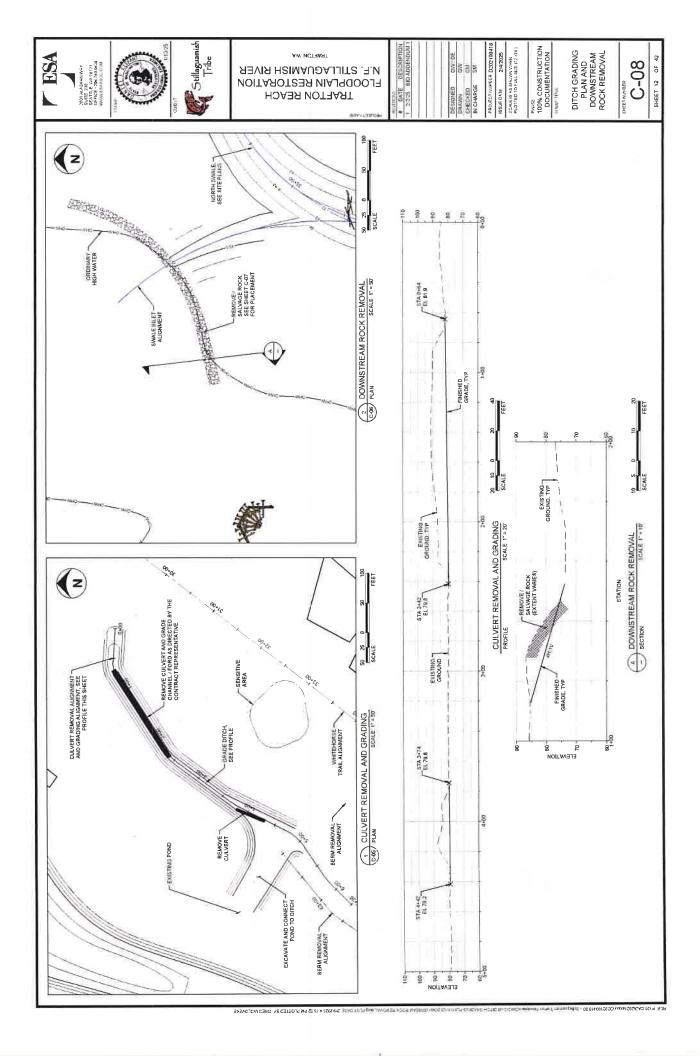


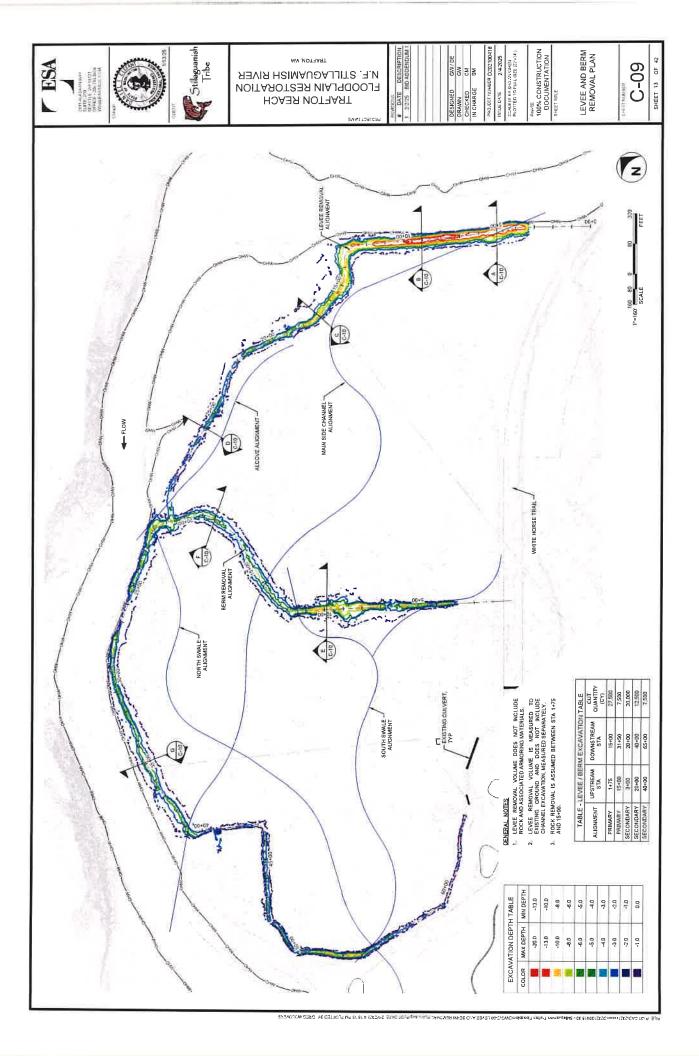


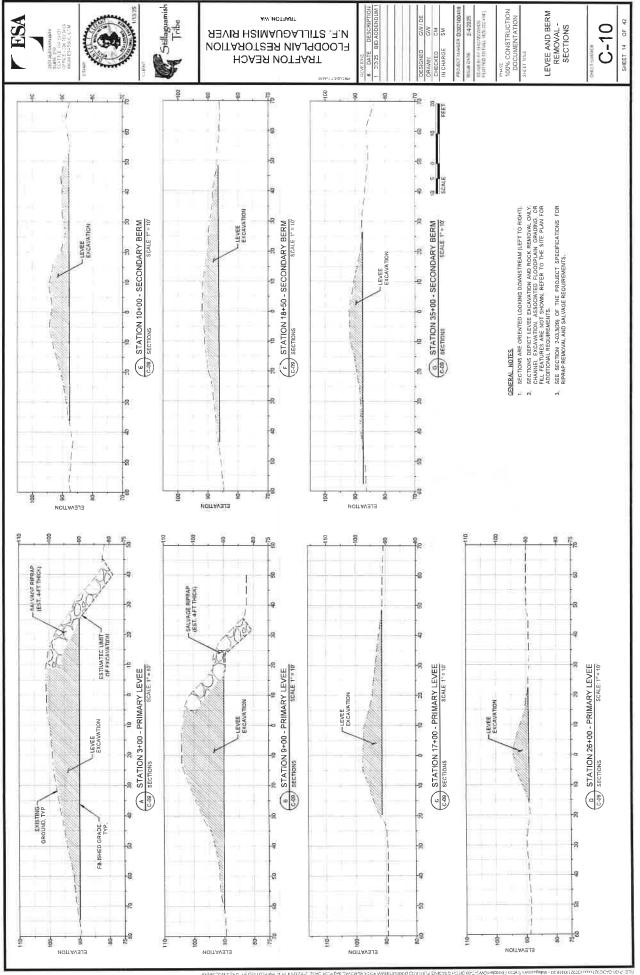
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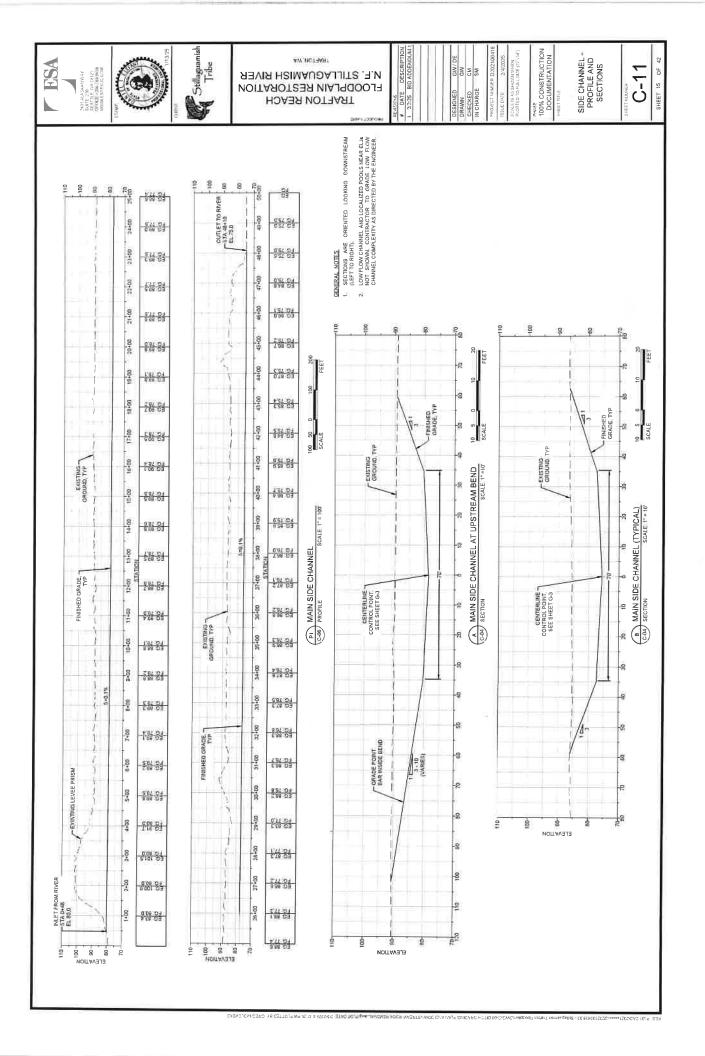


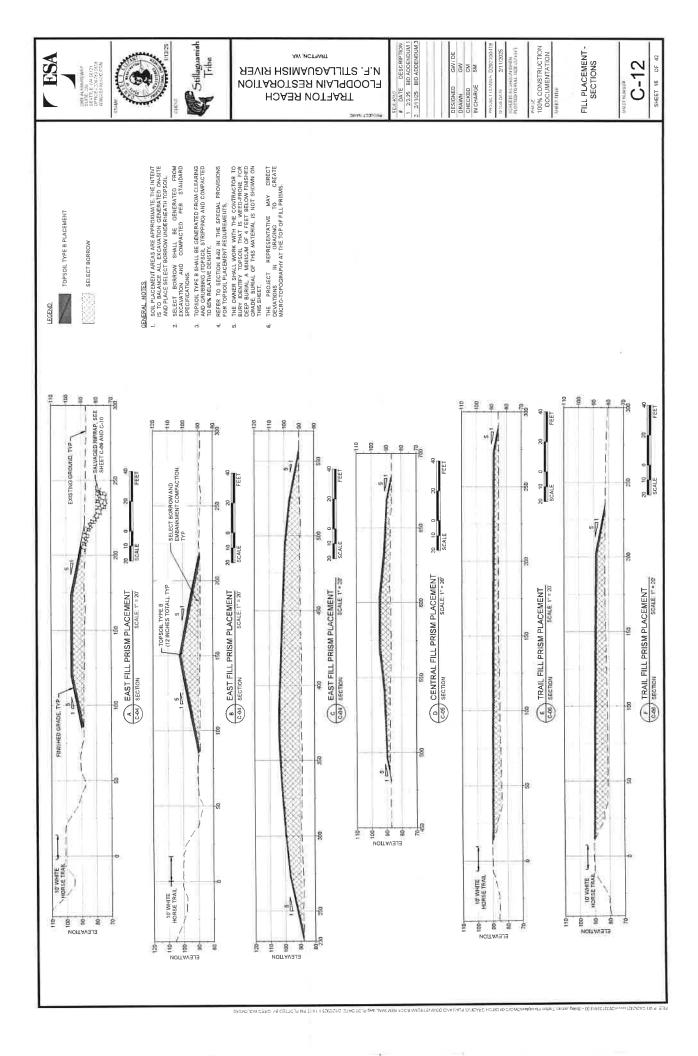


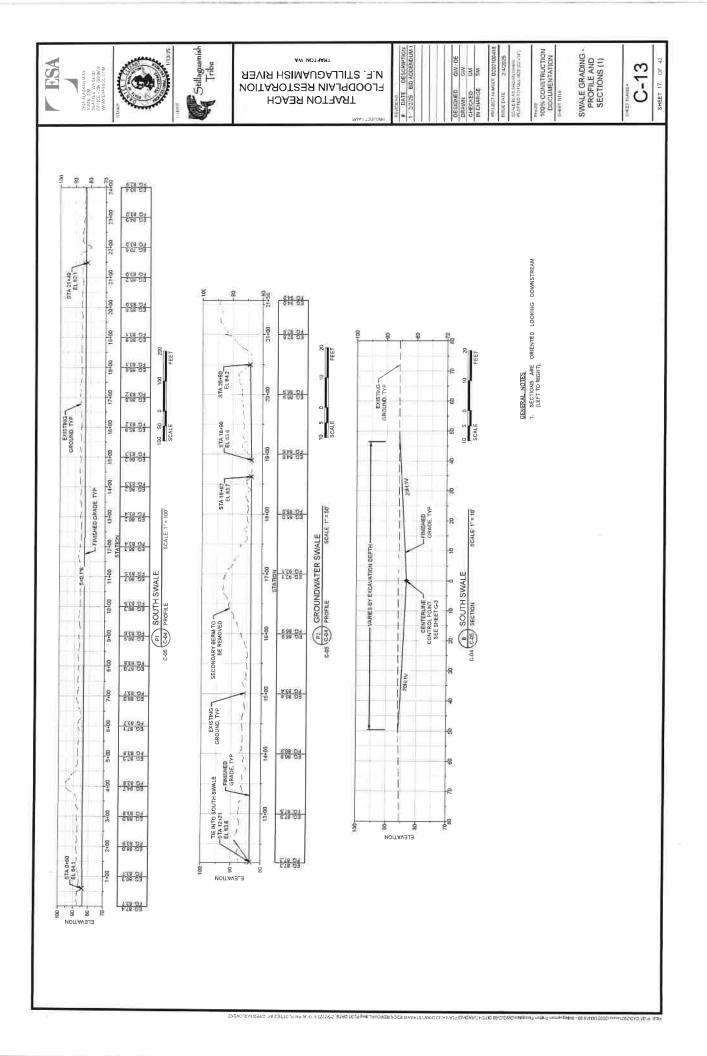


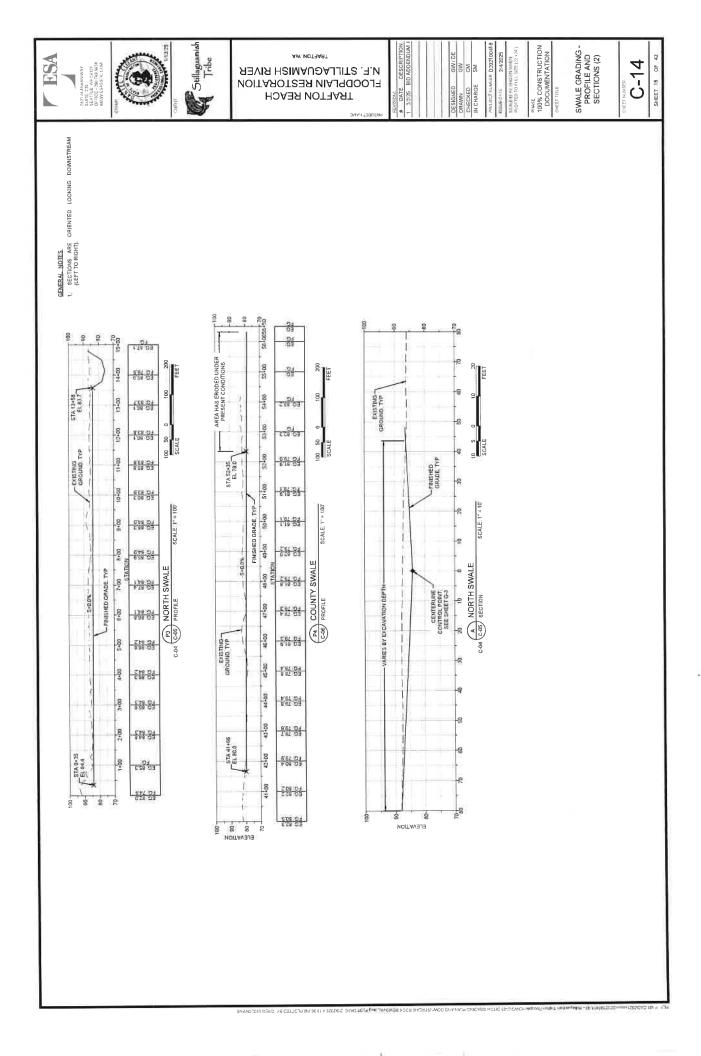


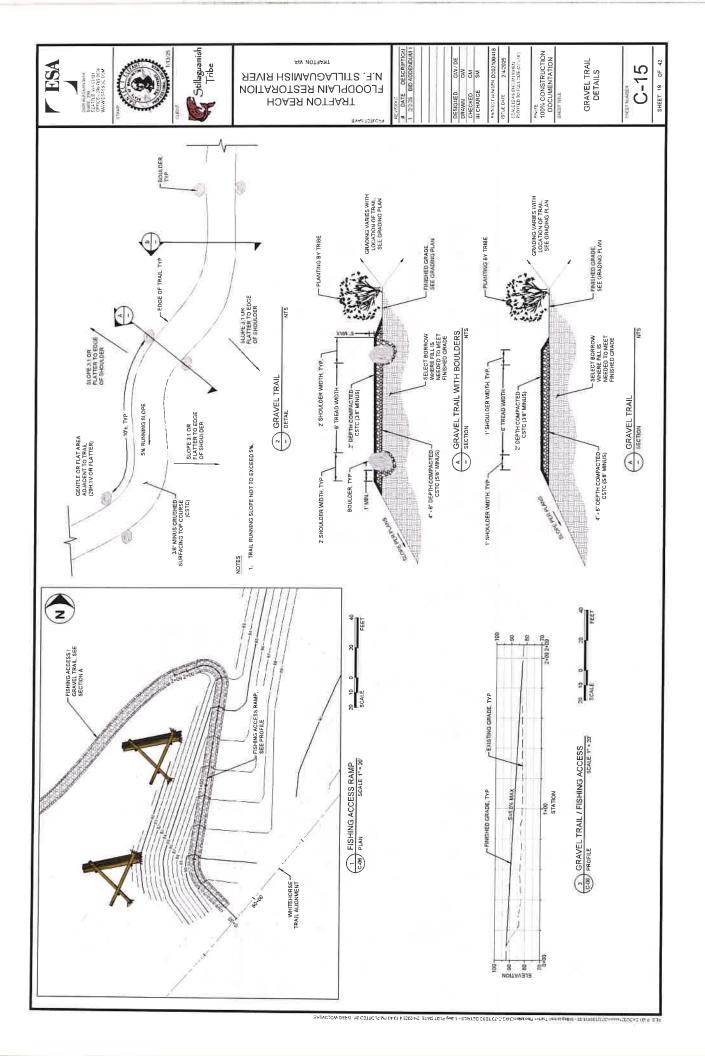
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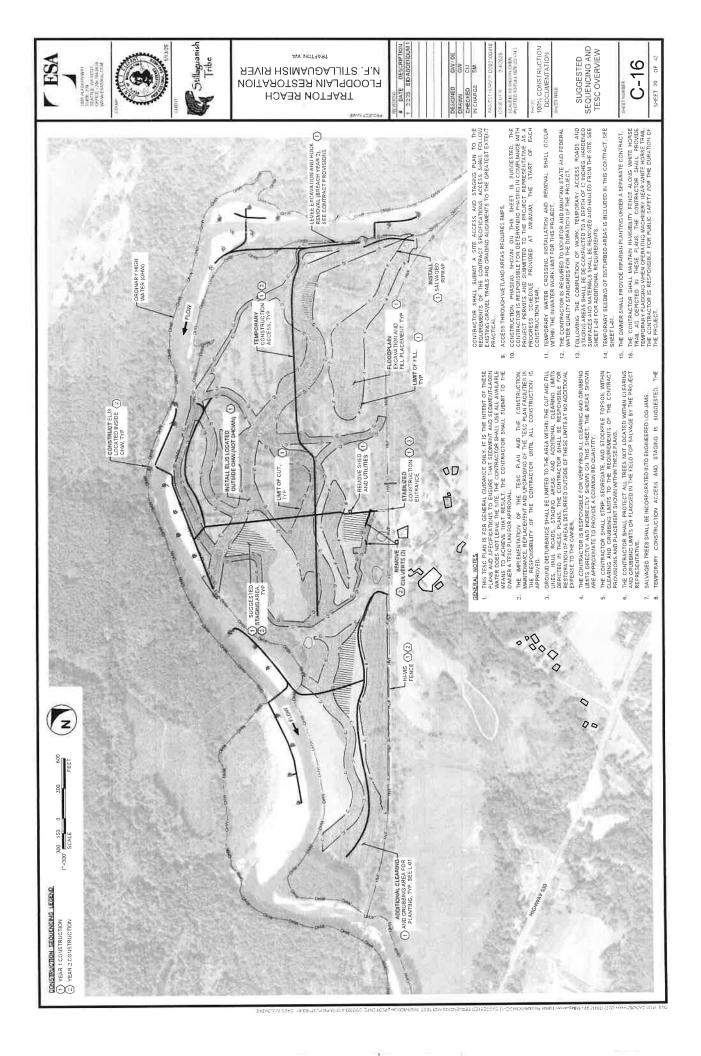


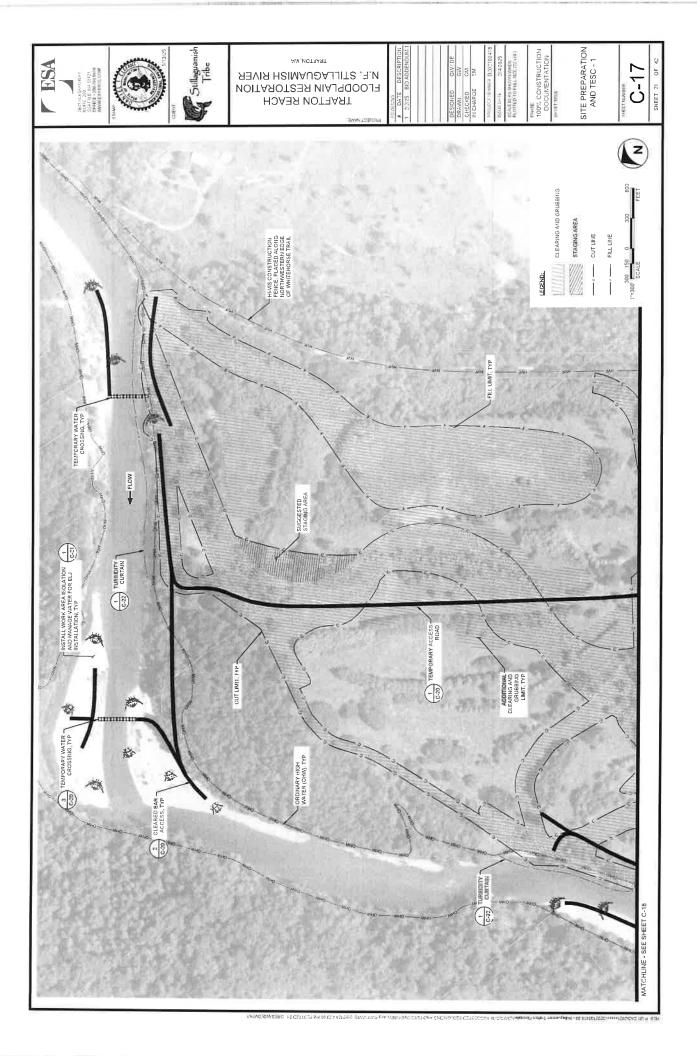


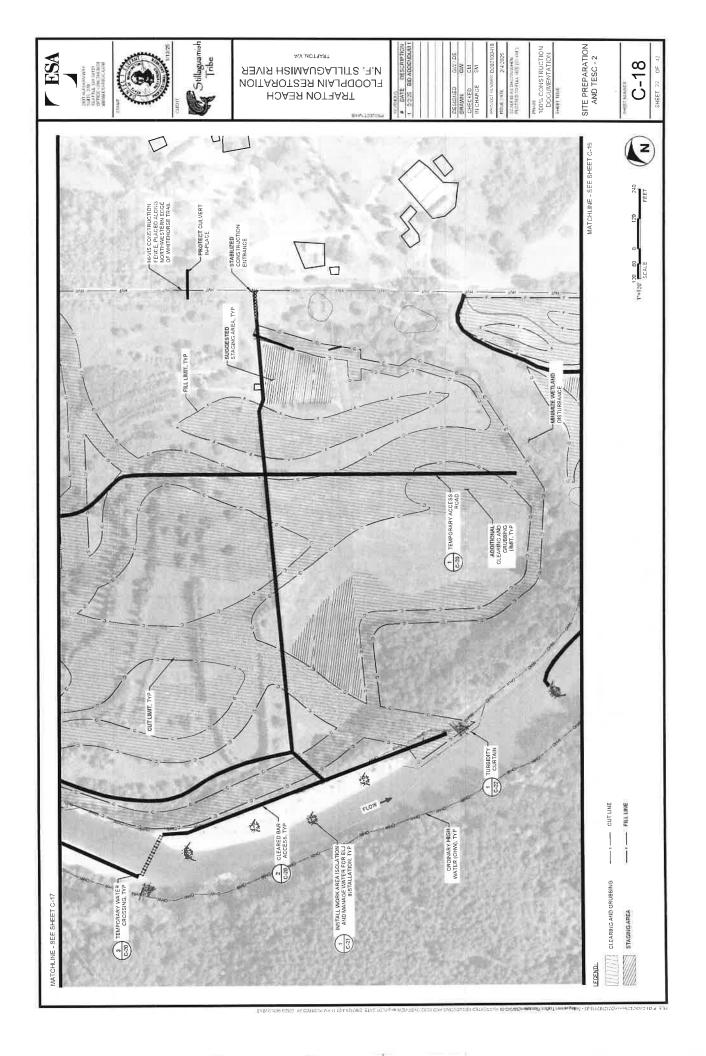


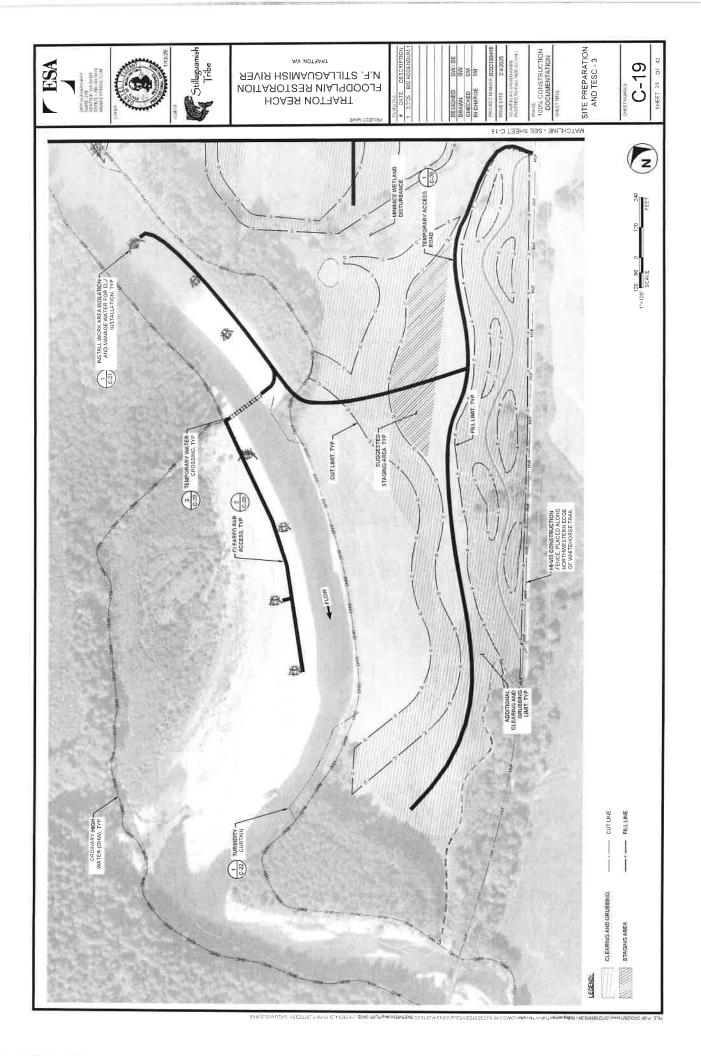


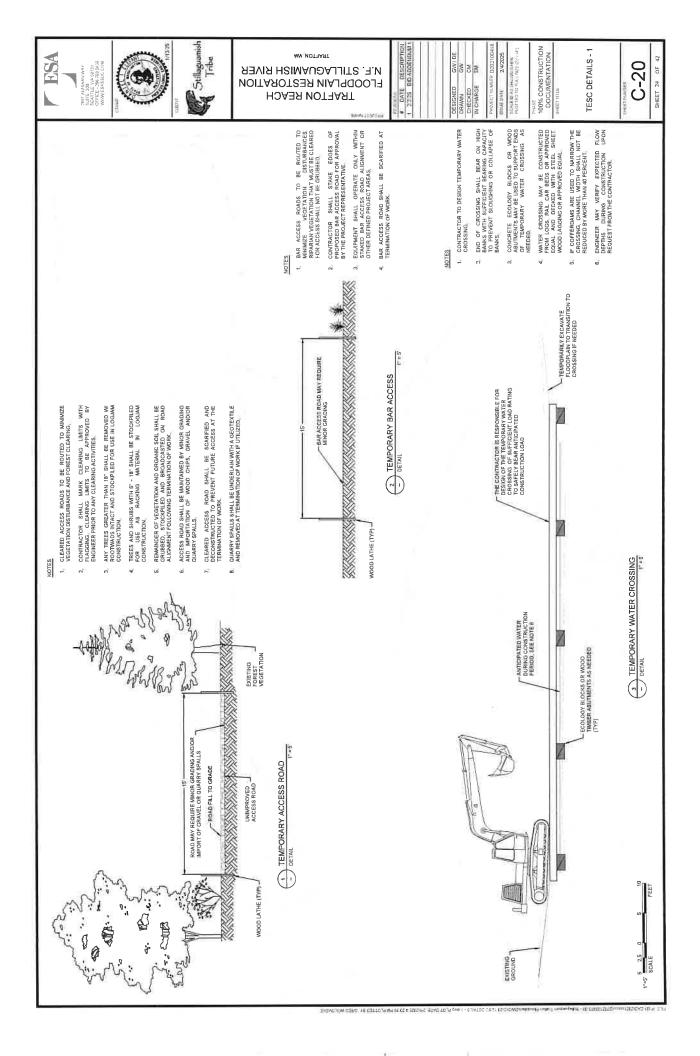


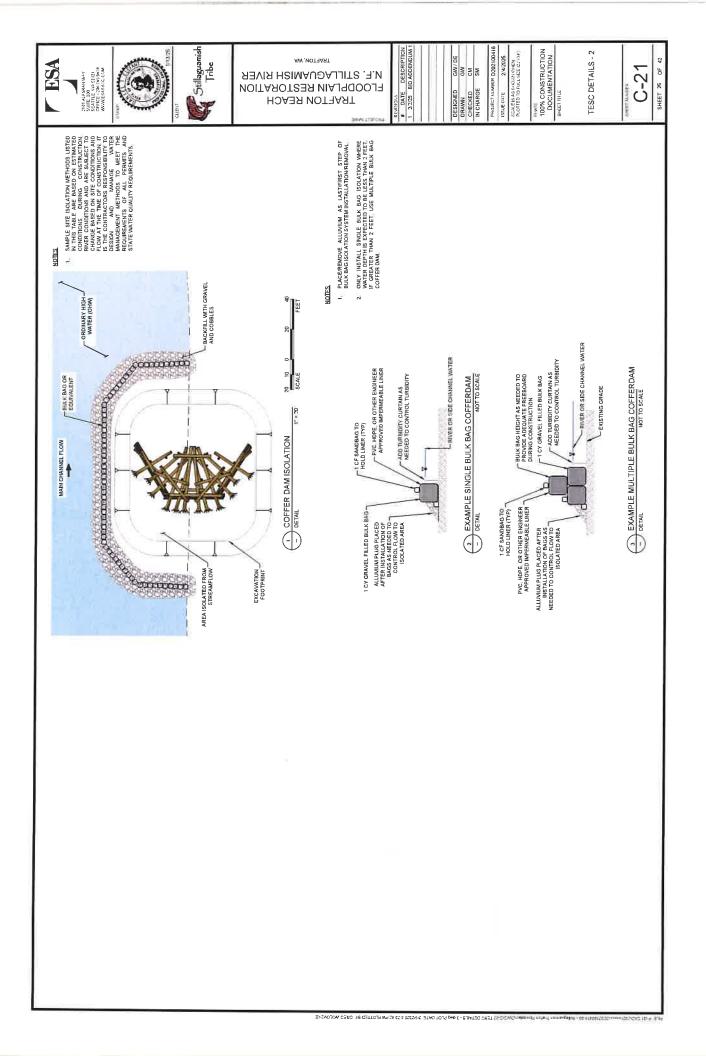


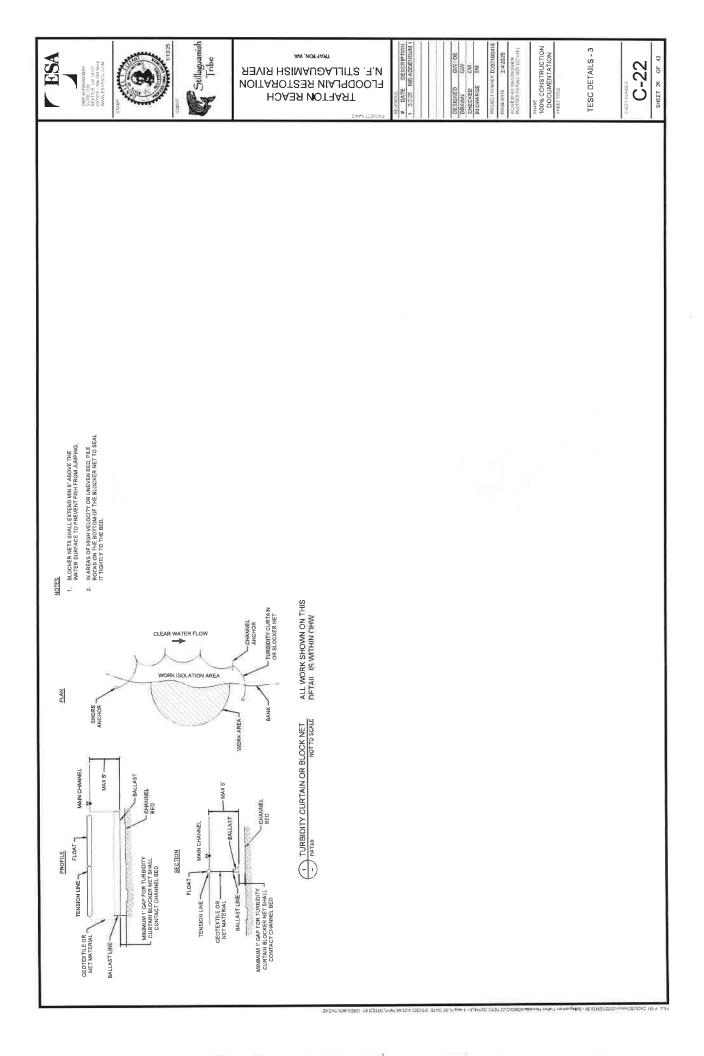


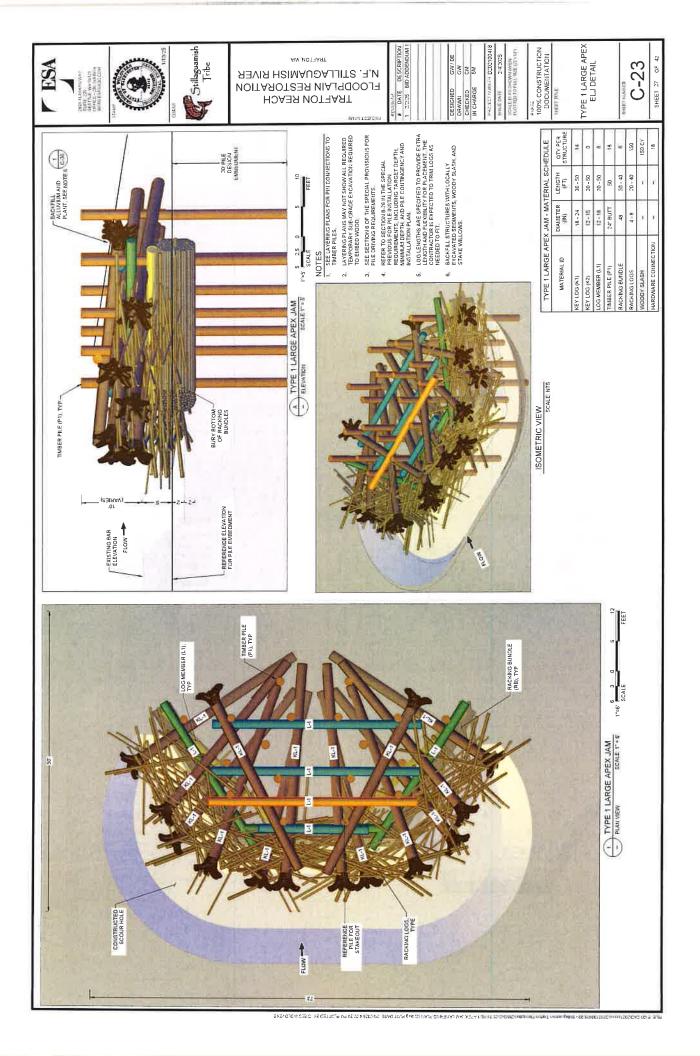


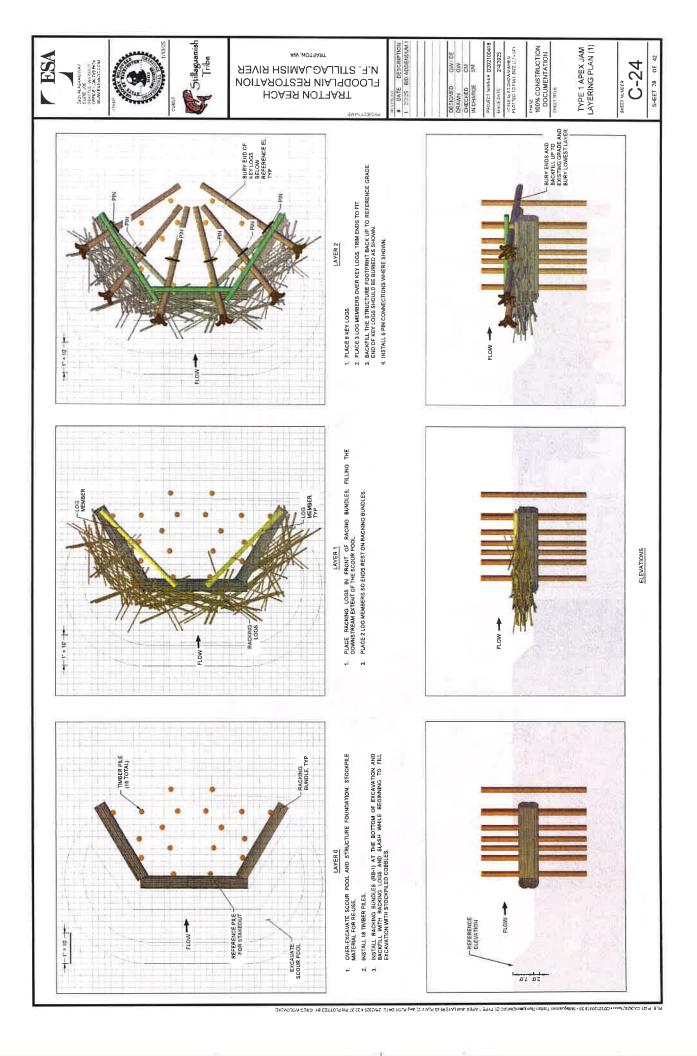


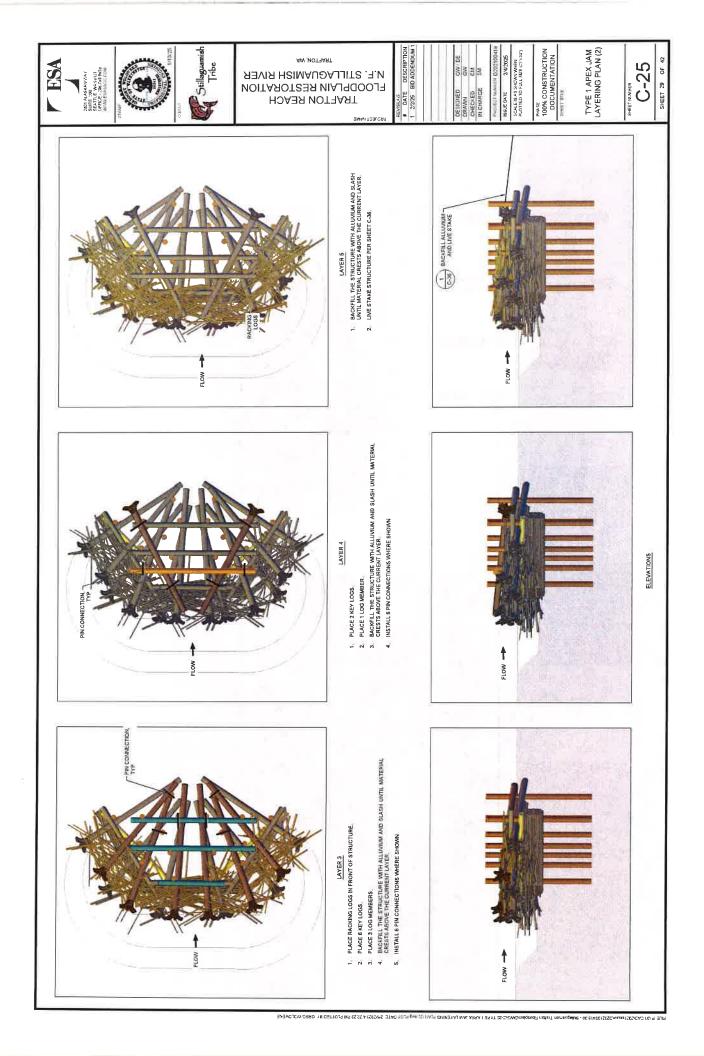


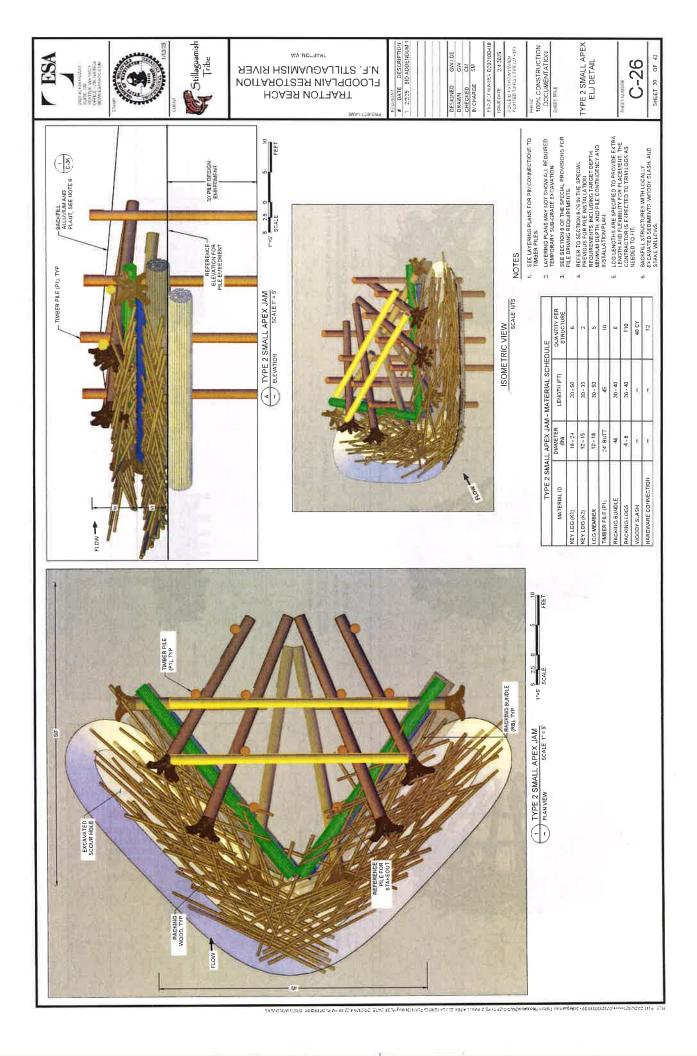


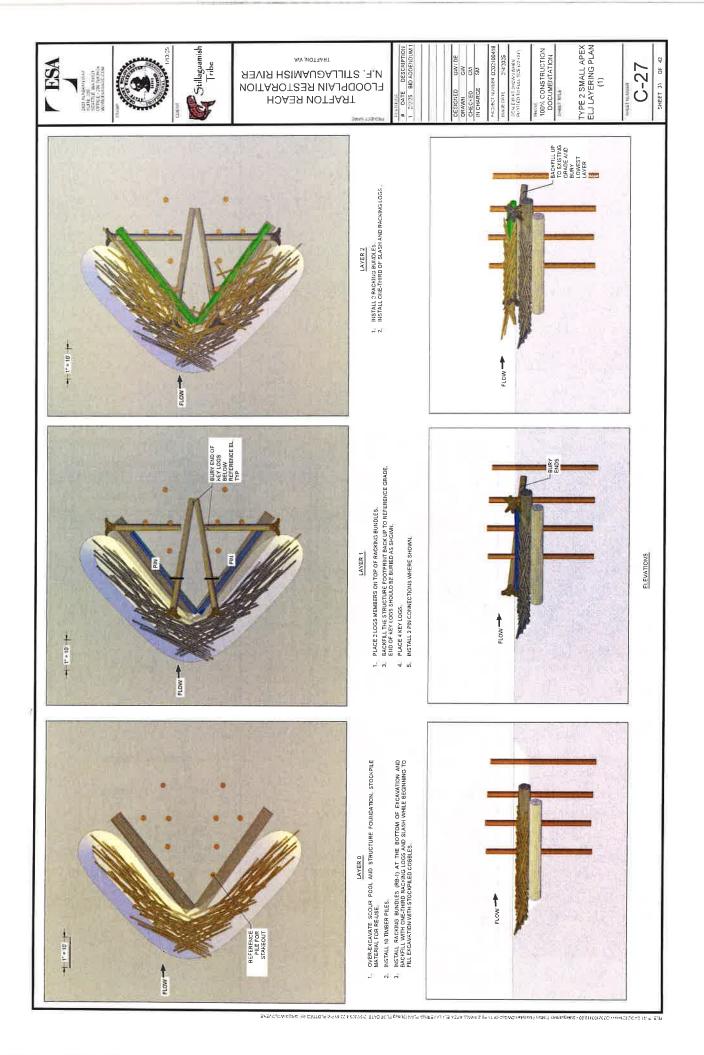


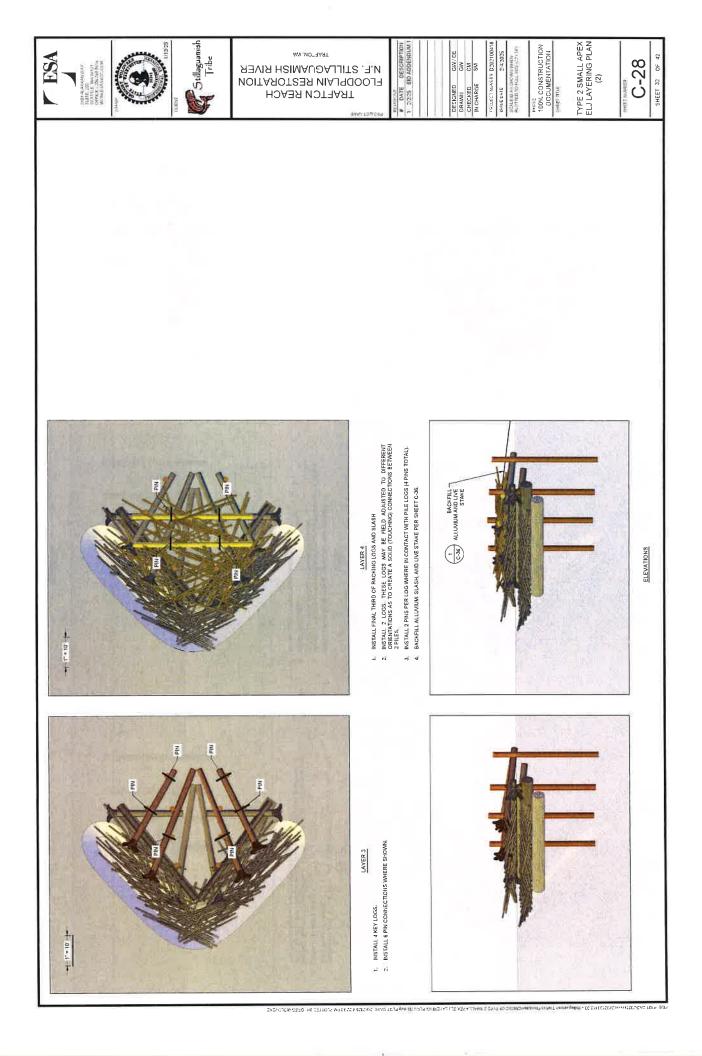


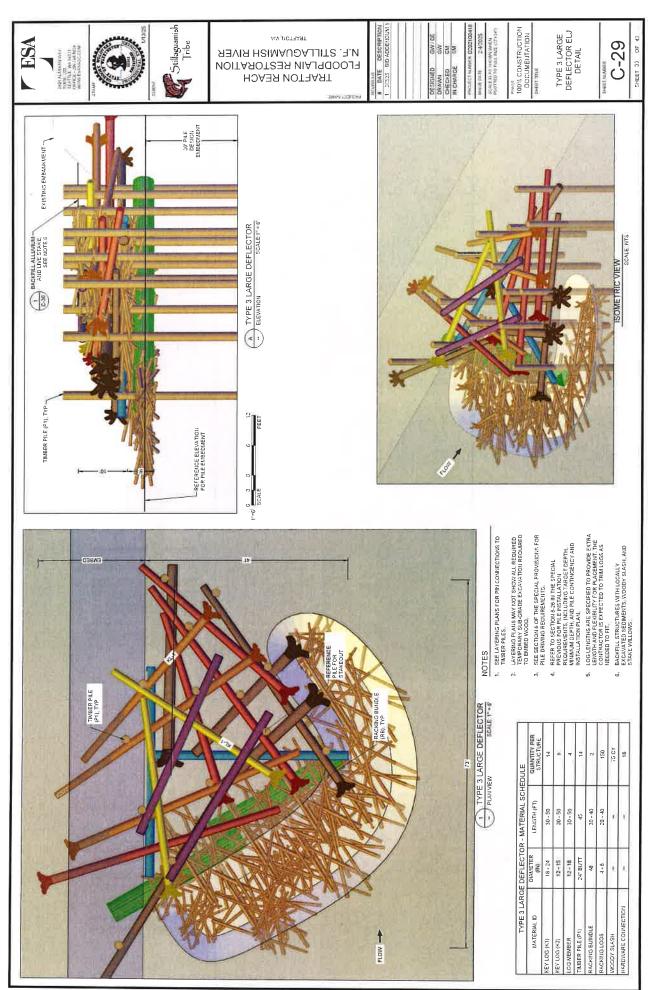




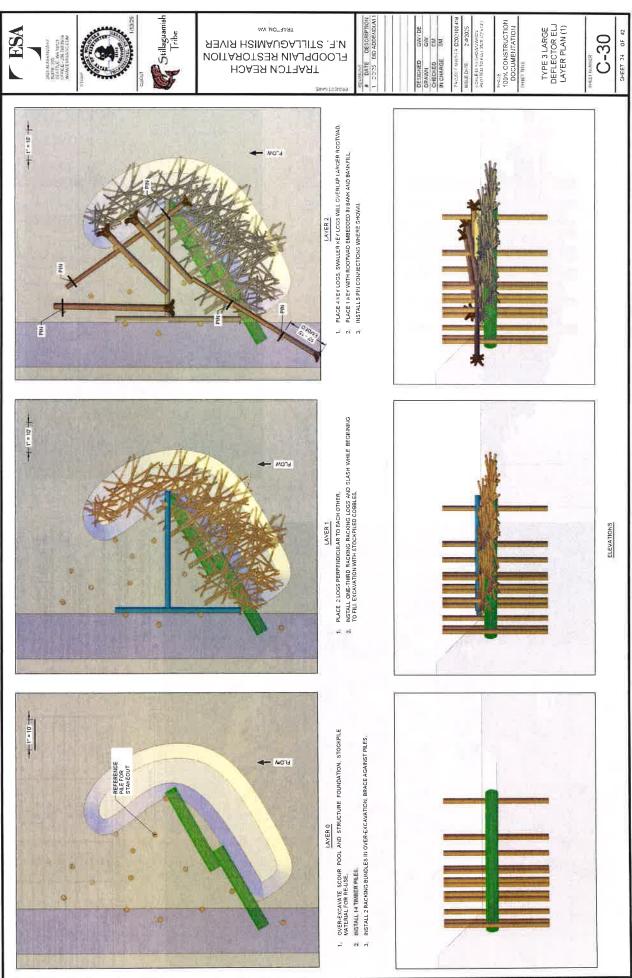








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### APPENDIX B Revegetation Plan for Snohomish County Parks Property

### APPENDIX B Revegetation Plan for Snohomish County Parks Property

Project: Trafton Reach Floodplain Restoration N.F. Stillaguamish River Prepared by: Jason Anderson, Riparian Ecologist, Stillaguamish Tribe Natural Resources Department March 31, 2025

This document is intended to provide information about native plant revegetation associated with the Trafton Reach Floodplain Restoration N.F. Stillaguamish River construction project. Information contained within focuses on the Snohomish County Parks portion of the project area (Map 1). For reference, Sheet No. L-01 depicts the entire project area (Map 2).

### Approach

Based on the size of the overall construction project (~230 acres), the Stillaguamish Tribe Natural Resources Department (NRD) and consultant Environmental Science Associates (ESA) propose to revegetate large portions of the area using native seed mixes. This approach is based on the assumption that native trees and shrubs (primarily cottonwood, alder, salmonberry, and willow) will recruit to exposed soils. We also assume that non-native, invasive plants will also establish in these areas of disturbance. By proactively seeding, we aim to jumpstart establishment of native plants. Follow-on monitoring will inform invasive plant/noxious weed control as well as supplemental native plant installation. The near-term goal (1-5 years) is to establish a native plant dominated vegetation community on areas disturbed during construction activities. Objectives include:

- Seeding with an erosion control seed mix
- Seeding with a woody-stem seed mix
- Controlling non-native, invasive plants
- Evaluating native plant establishment (density and diversity)

The NRD and ESA have identified seven (7) riparian restoration polygons on County Parks property (Map 1). Please note polygons 24 and 41 appear on the map but have been combined with polygon 34 for planning and planting purposes. Polygons 21, 29, 30, 43, 34, and 23 (Table 1) will be revegetated with erosion control (Table 2) and woody-stem seed mixes (Table 3) following construction while polygon 27 will be revegetated with erosion control and woody-stem seed mixes followed by native plant materials (Table 4), likely a combination of bare-root and containerized stock.

The erosion control seed mix consists primarily of a mix of six native grasses along with minor components of riverbank lupine and Douglas aster. The construction contractor will be responsible for applying this seed mix once construction activities are complete in fall 2025 and 2026. The method of application will be broadcasting (scattering by machine or hand). This mix is consistent throughout the entire project area.

The woody-stem seed mix consists of native woody-stem plants commonly associated with early seral riparian or floodplain vegetation communities. The composition and rates vary slightly by planting zone; for example, riparian deciduous and riparian mixed forest contain the same composition and rate. However, the mix for upland mixed forest and wet meadow-shrub mosaic differ from each other and from the riparian deciduous/riparian mixed forest. The NRD will be responsible for applying these seed mixes during winter 2025/26 and 2026/27 and method of application will be broadcasting.

### Timing

Revegetation will follow construction activities. Based on the construction schedule, we anticipate that erosion control mix will be seeded on the County Parks property during fall 2025. In early 2026, the woody-stem mix will be seeded. However, if construction activities continue into 2026, the woody-stem mix will be seeded in early 2027. Installation of native plant materials will occur within polygon 27 during early 2026 and 2027. Monitoring of native vegetation establishment and invasive species presence will occur throughout the year, following the completion of construction, and will guide supplemental planting plans and invasive species control efforts. Please refer to the schedule for riparian restoration, which is presented in Figure 1.

# Table 1. Proposed riparian restoration polygons, associated acreage, planting zone descriptions, and plant/seed densities. Refer to Map 1 for Polygon\_FID locations.

Polygon_FID	Layer	Area_ac	Planting	Ownership	Est_LBS / ACRE	Est_LBS_Seed
23	L-HTCH-RIP-DECID-FORST	5.61	Riparian	County	3.35	18.8
21	L-HTCH-RIP-MIX-FORST	0.53	Riparian	County	3.35	1.8
29	L-HTCH-RIP-MIX-FORST	6.16	Riparian	County	3.35	20.6
30	L-HTCH-RIP-MIX-FORST	1.87	Riparian	County	3.35	6.3
43	L-HTCH-RIP-MIX-FORST	7.03	Riparian	County	3.35	23.6
34	L-HTCH-WET-MDW-SHRB	7.48	Wet Mea	County	1.75	13.1
27	L-HTCH-UPL-MIX-FORST	10.47	Upland N	County	2.85	29.8
					Est_PPA	Est_Plants
27	L-HTCH-UPL-MIX-FORST	10.47	Upland N	County	435	4553

Table 2. Erosion control seed mix including botanical name, composition & application rate.

EROSION CONTROL								
Botanical Name	APPLICATION RATE (LBS/1000 SF)	APPLICATION RATE (LBS/ACRE)						
Agrostis exarata	0.005	0.21						
Bromus carinatus	0.113	4.93						
Deschampsia cespitosa	0.006	0.27						
Deschampsia elongata	0.134	5.85						
Elymus glaucus	0.353	15.37						
Hordeum brachyantherum	0.084	3.64						
Lupinus rivularis	0.010	0.43						
Symphyotrichum subspicatum	0.011	0.50						
TOTAL	0.716	31.20						

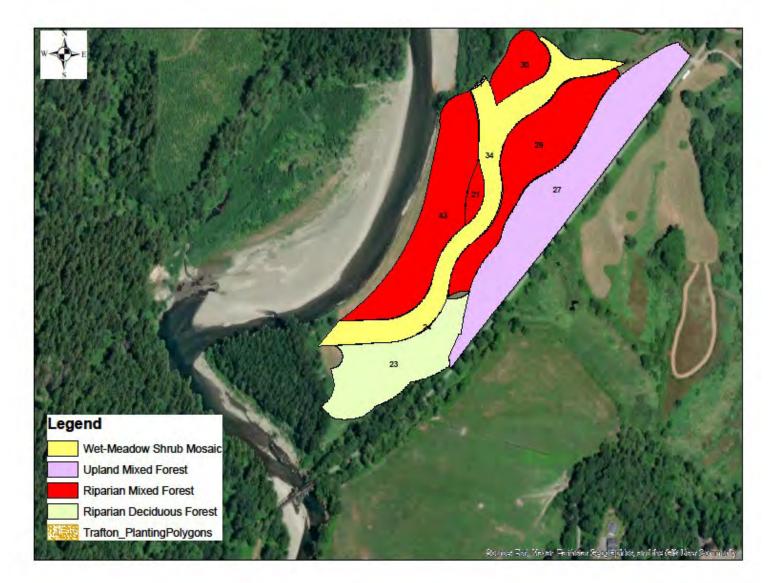
Table 3. Native woody-stem plant seed mixes including botanical name, composition & application rate.

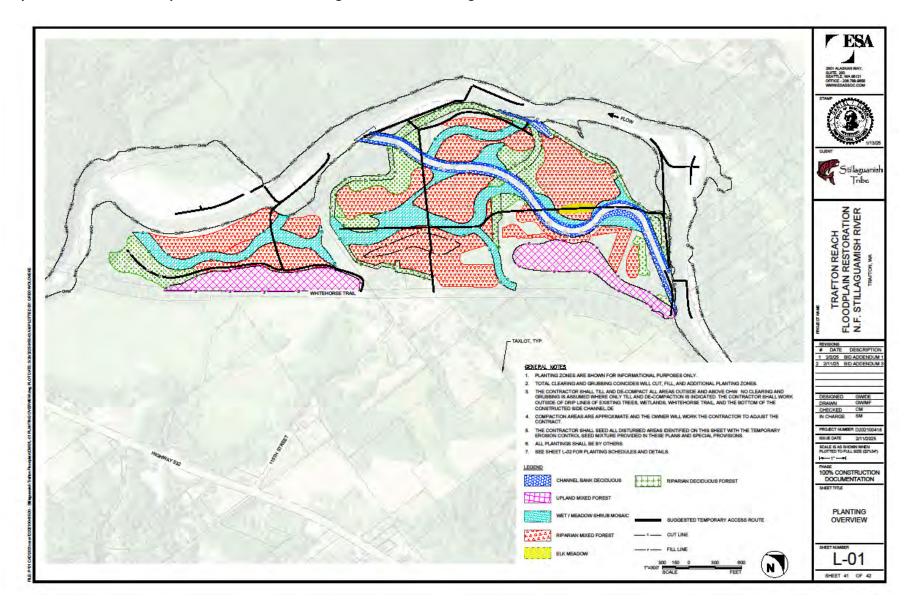
	RIPARIAN DEC RIPARIAN MIXE		UPLAND MIX	ED FOREST	WET MEADOW/ SHRUB MOSAIC			
Botanical Name	APPLICATION RATE (LBS/1000 SF)	APPLICATION RATE (LBS/ACRE)	APPLICATION RATE (LBS/1000 SF)	APPLICATION RATE (LBS/ACRE)	APPLICATION RATE (LBS/1000 SF)	APPLICATION RATE (LBS/ACRE)		
Alnus rubra	0.007	0.30	0.002	0.1	0.000	0		
Cornus sericea	0.007	0.30	0.000	0	0.011	0.5		
Mahonia aquifolium	0.005	0.20	0.005	0.2	0.000	0		
Oemleria cerasiformis	0.018	0.80	0.018	0.8	0.000	0		
Rosa nutkana	0.017	0.75	0.017	0.75	0.011	0.5		
Rubus spectabilis	0.011	0.50	0.011	0.5	0.011	0.5		
Symphoricarpos albus	0.011	0.50	0.011	0.5	0.006	0.25		
TOTAL	0.08	3.35	0.065	2.85	0.040	1.75		

### Table 4. Plant schedule for Upland Mixed Forest Polygon FID 27.

Botanical Name	Common Name	% of Mix	Spacing (FOC)	FID 27 Est_QTY
Abies grandis	grand fir	10%	20	114
Acer macrophyllum	bigleaf maple	20%	20	228
Alnus rubra	red alder	10%	20	116
Frangula purshiana	cascara	10%	20	116
Prunus emarginata	bitter cherry	5%	20	56
Pseudotsuga menziesii	Douglas fir	30%	20	341
Tsuga heterophylla	western hemlock	15%	20	177
Amelanchier alnifolia	serviceberry	10%	10	339
Vaccinium ovatum	evergreen huckleberry	5%	10	172
Polystichum munitum	western sword fern	5%	10	172
Mahonia nervosa	low Oregon grape	15%	10	511
Mahonia aquifolium	tall Oregon grape	5%	10	172
Acer circinatum	vine maple	10%	10	339
Sambucus racemosa	red elderberry	5%	10	172
Oemleria cerasiformis	osoberry	10%	10	339
Ribes sanguineum	red flowering currant	10%	10	339
Corylus cornuta	beaked hazelnut	10%	10	339
Rubus parviflorus	thimbleberry	10%	10	339
Symphocarpos albus	snowberry	5%	10	172

Map 1. Trafton Reach Floodplain Restoration N.F. Stillaguamish River Snohomish County Parks Property Polygons.





Map 2. Trafton Reach Floodplain Restoration N.F. Stillaguamish River Planting Overview.

Figure 1. Proposed schedule for riparian restoration at Trafton Reach Floodplain Restoration N.F. Stillaguamish River projection	odplain Restoration N.F. Stillaguamish River project.
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Date:	3/31/2025	Schedule	2025-2026	2026	2027				2028				2029				2030			
Polygon_																				1
FID	Zone	Area_AC Ownership	Q2-Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
27	7 Upland Mixed Forest	10.47 SnoCo		Seeding	Planting															
23	Riparian Deciduous Forest	5.61 SnoCo	c	Seeding		Vogot	tation			Vogo	tation		<u> </u>	Veget	tation			Vegetat	ion	
21	Riparian Mixed Forest	0.53 SnoCo	ctio	Seeding		Surv				0	evs /		: fo ent ng	U				Survey		
29	Riparian Mixed Forest	6.16 SnoCo	tru	Seeding			e Plant				eys/ e Plant		erve anti	Surve	e Plant			Invasive I	· ·	
30	) Riparian Mixed Forest	1.87 SnoCo	ons	Seeding		Con					trol		Rese Ppl Pla	Con				Contro		
43	Riparian Mixed Forest	7.03 SnoCo	Ŭ	Seeding		Con				Con			su su	Con	101			contro	ונ	
34	Wet Meadow_Shrub Mosaic	7.48 SnoCo		Seeding															Í	

### **APPENDIX C** List of Project Permits

### **APPENDIX C** List of Project Permits

The Owner shall be responsible for obtaining the following permits and/or licenses:

- Hydraulic Project Approval (HPA) WDFW
- Aquatic Use Authorization WA Department of Natural Resources
- Section 401 Water Quality WA Department of Ecology
- Construction Stormwater General Permit- WA Department of Ecology
- ESA compliance/Section 404 USACE
- Flood Hazard Permit Snohomish County
- Shoreline Exemption Snohomish County
- Local Permits as applicable

### APPENDIX D Form of Temporary Construction Easement

### APPENDIX D Form of Temporary Construction Easement

Snohomish County Property Management 3000 Rockefeller Avenue M/S 404 Everett, WA 98201



Snohomish County Department of Conservation and Natural Resources Parks & Recreation Division

### **TEMPORARY CONSTRUCTION EASEMENT**

This Temporary Construction Easement ("Easement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Snohomish County, a political subdivision of the State of Washington ("GRANTOR"), Stillaguamish Tribe of Indians, a federally recognized Tribe, ("GRANTEE").

WHEREAS, Grantor is the owner of real property situated in the County of Snohomish, State of Washington, described as follows (hereinafter "Property") and more specifically described as follows:

### Portion of Tax Parcel Number: 32063000100100

# Legal Description: PTN GOVT LOT 7 SEC 30 TWP32 NORTH, RANGE 6 EAST WM LYING NORTH AND WEST OF RAILROAD TGW GOVT LOT 6 SEC 30 TWP 32 NORTH RGE 6 EAST TQW PTN OF NORTHEAST AND SOUTHWEST QUARTER OF SEC 30 TWP 32 RGE 6 EAST .

### Situate in the County of Snohomish, State of Washington.

WHEREAS, the Grantee is desirous of acquiring certain privileges across, over, and upon that portion of an approximate thirty-eight (38) acres of the Property as shown on Exhibit A attached hereto (the "Premises") as temporary access for floodplain restoration.

NOW, THEREFORE, the Parties agree as follows:

1. <u>Right to Enter Premises and Perform Work</u>. Grantor hereby grants to Grantee, its agents, contractors, successors and assigns, a temporary, nonexclusive easement over and upon the Premises as shown on Exhibit A attached hereto for the exclusive purpose of performing the following work including rights of ingress and egress over and across the Property as depicted on Exhibit A (the "Permitted Uses")" consistent with the Trafton Floodplain Restoration site plans [attached hereto as Exhibit C]:

Floodplain excavation to include clearing, grubbing, filling, trail improvements, culvert removals of the Premises using heavy equipment, planting, temporary erosion seeding and installing log jams. Equipment

to be used for the work authorized herein includes a bucket truck, dump truck, backhoe and a digger truck and auger.

Grantee may construct temporary bridge(s) as depicted in Exhibit C sheet C-19 and may further use the Premises as a staging area for the wood to be used in the engineered log jams as depicted in Exhibit E Staging Area. Grantee shall use traffic control measures for managing pedestrian traffic during construction activity as described in Section 2 Pedestrian <u>Traffic Control</u>. The Grantee will perform all construction work on the Grantor Premises during standard County working hours of 7:00 AM and 7:00PM, Monday through Friday, excluding County holidays. Project work may only occur outside of approved work ours only by written authorization of the Grantor. Grantee will timely notify and coordinate with the County on any "Substantial Changes" to the construction design elements located on the Grantor Premises and receive written approval from the Grantor prior to implementation. "Substantial Changes" is defined to consist of alterations that would modify the function of the Grantor Premises or require a contractor change order for approval.

Grantee may use the Premises for the Permitted Uses and for no other use or purpose without the Grantor's written consent, which may be granted or withheld in the Grantor's sole discretion. Grantor shall be responsible for all costs and expenses of construction. All work associated with the construction shall be performed in accordance with the standards of practice for the jurisdiction in which the work is to be performed.

2. Pedestrian <u>Traffic Control</u>. The Premises include areas of public access to the floodplain and Stillaguamish River. Ingress and egress to the Premises requires use of portions of the County's Whitehorse Trail, a public trail. During the term of this Easement, Grantee shall be responsible, at its sole cost and expense, for conducting traffic control as described in Exhibit D attached hereto, on the Premises and the Whitehorse Trail to manage pedestrian traffic both on the Premises and on Whitehorse Trail. Grantee shall provide traffic control subject to any permit requirements and local regulations. Grantee shall ensure that its operations and traffic control services do not obstruct or inconvenience the public any more than necessary to complete the Permitted Uses.

3. <u>Term</u>. The term of this Easement will commence upon full execution by the GRANTOR and GRANTEE ("Commencement Date") and will terminate November 30, 2025. The work described in the Trafton Floodplain Restoration site plans referenced in Section 1 above will be completed on or before November 30, 2025.

GRANTEE shall complete the work authorized by this Easement by November 30, 2025. GRANTEE shall work with diligence, speed, and due regard for the rights, interest, and convenience of the public and the GRANTOR. If, at the end of November 30, 2025, GRANTEE has not completed the work authorized by this Easement, then the rights conferred on GRANTEE will terminate, unless an extension of time is approved as provided herein.

4. <u>Consideration</u>. The GRANTEE shall pay a one-time use fee in the amount of \$500.00 to for the rights granted in this Easement. Grantor hereby shall apply a \$500.00 credit in lieu of payment from Grantee, for Grantee's work under this Easement to improve Grantor's trail(s) and the related floodplain restoration work.

5. <u>Notice to County</u>. GRANTEE shall contact Tom Teigan, Director of Snohomish County Department of Conservation and Natural Resources, Parks and Recreation Division, located at 6705 Puget Park Drive Snohomish, WA 98296, by phoning 425-388-6600, at least 24 hours prior to entering upon the Property for the first time and to notify the GRANTOR that the work has commenced on the Premises.

6. <u>Permitting Requirements.</u> GRANTEE shall acquire all necessary permits required to perform the work under this Easement. GRANTOR does not warrant that any permit or license is necessary or not necessary.

7. <u>Compliance with Easement Terms and Conditions</u>. GRANTEE agrees to comply with all terms and conditions of this Easement. GRANTEE shall respect and protect all property, contracts, persons, and attendant rights that might be affected by the work authorized herein.

### 8. <u>Indemnification and Hold Harmless GRANTEE agrees:</u>

(a) As consideration for the rights granted hereunder, the GRANTEE agrees to indemnify, defend and hold harmless the Grantor from any and all claims for injuries or damages (including reasonable attorneys' fees) that may in any manner directly or indirectly arise out of the construction, repairs, maintenance, appurtenances constructed or placed on the premises by GRANTEE or patrolling of the Property pursuant to this Easement or out of the operations of the GRANTEE pursuant to this Easement; provided, that the GRANTEE shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by sole negligent acts or omissions of the Grantor, its officers, employees and/or agents.

(b) Solely and expressly for purposes of its duties to indemnify and hold harmless the Grantor as set forth above, the GRANTEE specifically waives any immunity, as respects the Grantor only, it might have under the state industrial insurance law, RCW Title 51, in the event that a claim is made against the Grantor for an injury to any employee of the GRANTEE. THE GRANTEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

(c) The provisions of this Section shall survive the expiration or termination of this Easement with respect to any event occurring prior to such expiration or termination.

(d) Nothing contained in this section or Easement shall be construed to create a liability or a right of indemnification by any third party.

9. <u>Insurance</u>. In satisfaction of the insurance requirements set forth in this Section 8, GRANTEE may self-insure against such risks in such amounts as are consistent with good utility practice. GRANTEE shall provide the GRANTOR with reasonable written evidence that GRANTEE is maintaining such self-insurance. Absent self-insurance, this Easement is subject to the following requirements:

(a) Insurance Required. GRANTEE shall procure, and maintain for the duration of this Easement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the GRANTEE, its agents, representatives, employees and/or contractors/subcontractors. The GRANTEE or contractor/subcontractor shall pay the costs of such insurance. The GRANTEE shall require each of its contractor/subcontractors to furnish to the GRANTEE separate certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of this Easement.

The GRANTEE is responsible for ensuring compliance with all of the insurance requirements stated herein either by purchasing such insurance or by self-insuring. Failure by the GRANTEE, its agents, employees, officers, contractor/subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Easement.

Where applicable, each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior GRANTOR approval. If coverage is approved and purchased on a "claims made" basis, the GRANTEE warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Easement termination, and/or conversion from a "claims made" coverage form.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies or self-insurance, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s), where applicable. Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Easement.

(b) Risk Assessment by GRANTEE. By requiring such minimum insurance, the GRANTOR shall not be deemed or construed to have assessed the risks that may be applicable to the GRANTEE under this Easement, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the GRANTEE. The GRANTEE shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

(c) Minimum Scope and limits of Insurance. Coverage shall be at least as broad as and with limits not less than the following:

 (i) Commercial General Liability Insurance on a coverage form at least as broad as CG 00 01 current edition, including coverage for Premises and Operations; Products and Completed Operations; Broad Form Property Damage (including Completed Operations); Explosion, Collapse, Underground Hazards (including subsidence); Contractual Liability insurance obligations assumed in this agreement; Personal Injury and Advertising Liability, Severability of Interest Clause, Waiver of Subrogation endorsement in favor of County as required by contract.

Minimum Limits of Liability shall be:

\$ 5,000,000 Each Occurrence; OR the full per occurrence limit of the Contractor's policy, whichever is greater; and Personal Injury Liability;
\$ 5,000,000 General Aggregate limit; and Products & Completed Operations Aggregate;

Stop Gap shall be included (unless insured as Employers Liability under Part B. of a Workers Compensation Insurance Policy).

(ii) Automobile Liability. Insurance Services Office form number (CA 00 01) BUSINESS AUTO COVERAGE (or self-insurance) symbol 1 for "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9 of \$5,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.

(iii) Workers' Compensation. Workers' Compensation coverage (or self-insurance/Excess Workers Compensation), as required by the Industrial Insurance Act of the State of Washington

Umbrella/Excess Liability insurance is acceptable to meet the above defined CGL and Auto requirements

(d) Other Insurance Provisions. The insurance policies required in this Easement are to contain, or be endorsed to contain, the following provisions:

- (i) All Liability Policies except Workers Compensation.
- 1. (1)
- 2. Snohomish County and its officers, elected officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the GRANTEE in connection with this Easement, including Products and Completed Operations. Such coverage shall be primary and non-contributory insurance as respects Snohomish County and its officers, elected officials, employees, and agents. Additional Insured Endorsements shall be included with the Certificate of Liability Insurance, "CG 20 10" and "CG 20 37", or their equivalent are required.

(2) To the extent of the GRANTEE's/contractor's negligence, the GRANTEE's/contractor's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the GRANTEE's insurance or benefit the GRANTEE in any way.

(3) The GRANTEE's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(ii) All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the GRANTOR. In the event of said cancellation or intent not to renew, the GRANTEE shall obtain and furnish to the GRANTOR evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date. Failure to provide proof of insurance could result in suspension of the Easement.

(e) Acceptability of Insurers. Unless otherwise approved by the GRANTOR, insurance is to be placed with insurers with a Bests' rating of no less than A VII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII. Any exception must be approved by the GRANTOR. If, at any time, the foregoing policies shall fail to meet the above requirements, the GRANTEE shall, upon notice to that effect from the GRANTOR, promptly obtain a new policy, and shall submit the same to the GRANTOR, with appropriate certificates and endorsements, for approval.

(f) Verification of Coverage. The GRANTEE shall furnish the GRANTOR with a certificate of insurance and Additional Insured Endorsements outlining the coverages required by this Easement

(g) Subcontractors. The GRANTEE shall include all subcontractors as insured under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the GRANTEE is relying on the insurance coverage provided by subcontractors as evidence of compliance with the insurance requirements of this Easement, then such requirements and documentation shall be subject to all of the requirements stated herein.

10. <u>No Interest in Property</u>. GRANTEE agrees that GRANTEE does not and shall not at any time claim any interest or estate of any kind or extent whatsoever in the Property by virtue of this Easement or the work authorized by this Easement.

11. <u>No Interference or Obstruction</u>. GRANTEE agrees that it will not interfere or obstruct the GRANTOR'S use of the Property during the term of this Easement.

12. <u>Nonexclusive Nature of Rights and Privileges</u>. The rights and privileges granted under this Easement to GRANTEE are nonexclusive. This Easement does not prohibit GRANTOR from granting other Easements or rights of like nature to other public or private entities, nor shall it prevent GRANTOR from using any of its roads, streets, and real property for any and all public use or affect its jurisdiction over any part of them.

13. <u>GRANTOR Revocation of Easement</u>. This Easement may be revoked by GRANTOR, including by verbal notice effective immediately by contacting Jim Whitehead at 425-783-4498 at any time that GRANTOR determines that public health, public safety, the general welfare, or the interest of GRANTOR requires revocation. GRANTOR may revoke this Easement if GRANTEE violates any term or condition of this Permit by written notice in the mail to the following address:

STILLAGUAMISH TRIBE OF INDIANS 3322 236<sup>th</sup> ST NE ARLINGTON, WA 98223

ATTENTION: JASON GRIFFITH – ENVIRONMENTAL PROGRAM MANAGER

14. <u>GRANTEE Termination of Easement</u>. The GRANTEE may terminate the Easement by written notice to the Grantor at this address:

SNOHOMISH COUNTY PROPERTY MANAGEMENT 3000 ROCKEFELLER AVENUE M/S 404 EVERETT, WA. 98201 ATTN: PROPERTY OFFICER

15. <u>Erosion, Hazardous Waste, and Hazardous Materials</u>. GRANTEE shall take all necessary measures and follow all applicable laws to prevent erosion and spills of any hazardous materials and noxious waste substances onto the Premises and to keep the Premises free from any debris and waste.

To the best of the GRANTOR's knowledge, the Premises is not in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon. Moreover, to the best of the GRANTOR's knowledge, there is no hazardous waste or other substance, including but not limited to those that would be a hazardous waste, material or substance, toxic substance, gas or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 <u>et. seq.</u>, the Washington Model Toxics Control Act, RCW Ch. 70.105D, RCW Ch. 70.95, and the regulations promulgated thereunder or under any applicable local or state environmental ordinance, statute, law, rule or regulation ("<u>Hazardous Substances</u>"), on or about the Premises or on any parcels of land which abut the Premises. Further, to the best of the GRANTOR's knowledge: (i) there has been no release, spill, leak, discharge, emission, leak or disposal, (ii) there are no substances or conditions, in or on the Premises or any other parcels of land which may affect the Premises or use thereof that may support a claim or cause of action under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirements and (iii) there is no asbestos, PCBs or underground storage tanks located on the Premises or which have been removed therefrom.

The GRANTEE agrees to indemnify, hold harmless and defend the County, its appointed officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees, which are caused by or arise out of (i) the existence of Hazardous Substances on the Premises or the migration of Hazardous Substances originally released or deposited on the Premises onto other parcels of land; (ii) the

GRANTEE's failure or insufficient compliance with any federal, state or local laws applicable to Hazardous Substances; or (iii) any claim, in law or equity, brought by any third party or the GRANTEE's own officials, officers, employees, agents or representatives alleging any cause of action relating to the existence of Hazardous Substances on the Premises or any migration of Hazardous Substances originally released or deposited on the Premises onto other parcels of land, and, with respect to (i), (ii) and (iii), that existed, or in the case of migration commenced due to a condition that existed, as of or prior to the commencement of this Easement.

### 16. <u>Restoration and Repair</u>.

(a) In the event that any damage of any kind is caused by GRANTEE in the course of performing work authorized by this Easement, GRANTEE will repair the damage at its sole cost and expense on or before November 30, 2025 or earlier termination of this Easement. If the Property is not restored at the expiration or termination of this Easement, GRANTOR may complete the work and upon demand GRANTEE shall pay to the GRANTOR all reasonable and appropriate costs of such work, including materials and other expenses. GRANTEE agrees not to disturb any pre-existing critical areas on the Property except as authorized under applicable County and State law, including but not limited SCC 30.62A.510. Any disturbance of these areas by GRANTEE except as permitted by law will require GRANTEE to restore critical areas at GRANTEE'S sole cost and expense and upon final approval of GRANTOR.

(b) GRANTOR may at any time do, order, or have done any and all work considered necessary to restore to a safe condition any real or personal property left by GRANTEE in a condition that appears dangerous to life or property and upon demand GRANTEE shall pay to the GRANTOR all reasonable and appropriate costs of such work, including materials and other expenses.

17. <u>Assignment, Successors and Assigns.</u> This Easement may not be assigned, sublet or possession thereof transferred voluntarily or involuntarily by the GRANTEE. All of the provisions of this Easement shall be binding upon and inure to the benefit of GRANTOR, GRANTEE and their respective successors and assigns.

18. <u>Compliance with Laws</u>. GRANTEE shall comply with all federal, state and local laws, rules, and regulations, executive orders, policies, guidelines, and requirements applicable to GRANTEE's use and occupation of the Easement.

19. <u>Prevailing Wage.</u> To the extent any of the work performed on the Premises under the terms of this Easement meets the definition of a "public work" under RCW 39.04.010, <u>GRANTEE</u> and any subcontractors engaged in performing such work shall pay all workers, laborers, or mechanics an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries. GRANTEE shall be solely responsible to ensure compliance with all requirements of chapter 39.12 RCW and to determine the appropriate classifications and verify the applicable prevailing wage rates.

20. <u>Complete Agreement</u>. This Easement represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the rights and obligations set forth herein, except as contained in this Easement. This Easement may only be modified by a written document signed by the parties.

21. <u>Severability</u>. If any provision of this Easement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Easement.

22. <u>Governing Law and Venue</u>. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

23. <u>Authority</u>. Each party signing this Easement if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

24. <u>Compliance with Storm Water Pollution Prevention Plan</u>. The GRANTEE is required to comply with the Snohomish County Trafton Storage Site, Storm Water Pollution Plan ("SWPPP") attached hereto and reference herein as Exhibit B.

25. <u>Limited Waiver of Sovereign Immunity.</u> The GRANTEE expressly reserves all of its inherent sovereign rights as a federally recognized Indian tribe, including sovereign immunity from suit in any state, federal or tribal court without the GRANTEE'S consent. By entering into this Easement, the GRANTEE hereby grants a limited waiver of sovereign immunity to the GRANTOR only, subject to and conditioned on the following:

(a) This limited waiver of immunity shall not extend to interpretation of the Treaty of Point Elliott, 12 Stat. 927, or the rights reserved by the GRANTEE under that Treaty. This waiver of immunity shall not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of the GRANTOR.

(b)To the extent that jurisdiction obtains, this limited waiver of immunity shall be deemed a consent to jurisdiction only of the Snohomish County Superior Court.

(c) This limited waiver of immunity in favor of the GRANTOR shall commence and become effective as of the effective date of this Easement and shall remain in effect and extend for three (3) years from the ending date under Section 2 or three (3) years from earlier termination of this Easement as set forth in Sections 12 and 13 herein. Notwithstanding any applicable statute of limitations or other law, upon expiration of the above three (3) year period that extends from the ending date or early termination of this Easement, this limited waiver of immunity shall be deemed withdrawn without further action by the GRANTEE or notice to the GRANTOR.

(d)Nothing contained in this Easement shall be deemed a consent to levy of any judgment, lien or attachment upon any assets, property or interest of the GRANTEE except as specifically described herein.

(e)Nothing in this Easement nor any activity of the GRANTEE shall implicate or in any way involve the trust assets or credit of the GRANTEE or any of its members.

The GRANTEE hereby expressly provides a limited waiver of sovereign immunity to suit with respect to claims made relating to, or arising under, this Easement by any party, to interpret or enforce the terms of this Easement, or to a claim of indemnification by the GRANTOR. The limit for any claim of indemnification will be the insurance limit required by this Easement. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the GRANTOR shall look only to the proceeds of the insurance procured by the GRANTEE herein and the policy of insurance obtained by the GRANTEE shall prohibit the insurer from asserting a defense of sovereign immunity to a claim made under the policy. The GRANTEE warrants its authority to and agrees to assign over to the GRANTOR, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification obligation.

### THE SPACE BELOW IS LEFT BLANK INTENTIONALLY SEE NEXT PAGE

### GRANTOR: SNOHOMISH COUNTY

GRANTEE: STILLAGUAMISH TRIBE OF INDIANS

BY	
Dave Somers, Executive	

BY\_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE\_\_\_\_\_

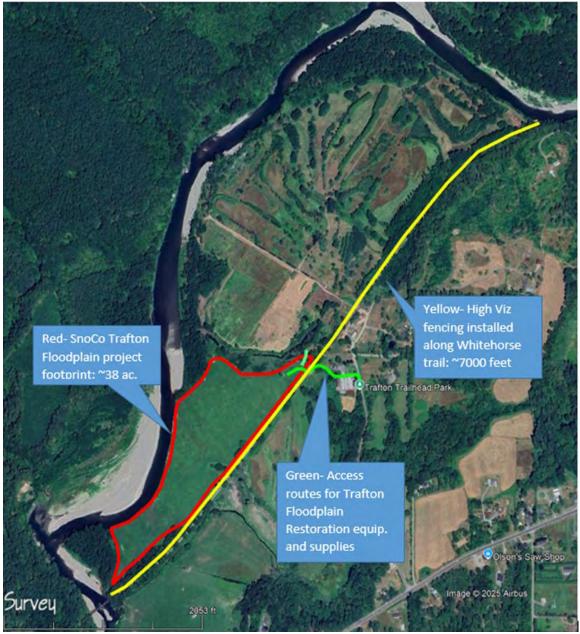
Approval as to form:

Deputy Prosecuting Attorney

Reviewed by Risk Management:

Risk Management Signature

EXHIBIT A THE PREMISES



**EXHIBIT B** STORM WATER POLLUTION PREVENTION PLAN

## Spill Prevention, Control, and Countermeasures Plan Trafton Reach Floodplain Restoration

## **Prime Contractor: Trimaxx Construction**

THIS PLAN SHALL BE UPDATED AS NECESSARY TO REFLECT ACTUAL SITE CONDITIONS AND PRACTICES

AND MUST BE UPDATED AT LEAST ANNUALLY

## A COMPLETE, UPDATED COPY OF THIS PLAN MUST BE ACCESSIBLE ON THE PROJECT SITE AT ALL TIMES

### Prepared by

Trimaxx Construction Inc. 12903 Wayward Way Sedro Woolley, WA 98284 (360) 661-6857

March 20th, 2025

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### **SPCC Plan Implementation Requirements**

WSDOT Standard Specification 1-07.15(1) and WSDOT General Special Provision 071501.FR1 require a Spill Prevention, Control and Countermeasures Plan (SPCC Plan or

Plan) to be developed for each WSDOT project. The purpose of an SPCC Plan is to protect human health and the environment from spills and releases of "hazardous materials," a generic term WSDOT uses in Chapter 447 of its Environmental Procedures Manual to mean dangerous waste, problem waste, petroleum products, and hazardous substances.

Trimaxx Construction Incorporated (TCI), the Prime Contractor for Trafton Reach Floodplain Restoration Project, has developed this SPCC Plan to satisfy WSDOT Standard Specification 1-07.15(1) and WSDOT General Special Provision 071501.FR1 for the Project.

TCI will use this SPCC Plan for the duration of the Project and will update the Plan throughout Project construction so that the Plan reflects actual site conditions and practices. At a minimum, TCI will update this Plan annually. TCI will maintain an updated copy of this Plan on the Project site and all Project employees will have immediate access to this Plan.

No on-site Project construction activities will commence until The Stillaguamish Tribe accepts this SPCC Plan. TCI will implement the spill prevention measures identified in this SPCC Plan before performing any of the following on the Project site:

- 1. Placing materials or equipment in staging or storage areas;
  - 2. Refueling, washing, or maintaining equipment;
  - 3. Stockpiling contaminated materials.

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March 20, 2025

## 1

#### **SPCC Plan Elements**

#### 11. Responsible Personnel

Table 1 identifies the names, titles, and contact information for the personnel responsible for implementing and updating the SPCC Plan and for responding to spills. Contact information for spill response subcontractors that will be used to respond to spills (as described in Section 8, Spill Response, below) is also included in Table 1.

	Table 1 Responsible Pers	sonnel
Responsibility	Name and Title	Contact Information
Implementing and Updating SPCC Plan (Primary person)	Todd Snyder Project Manager/ESC Lead	Company: Trimaxx Construction inc. Office Phone: Cell Phone: (360) 661-6857
Implementing and Updating SPCC Plan (Secondary Contact)	Jon Nichols Foreman/ Alt. ESC lead	Company: Trimaxx Construction Inc. Office Phone: Cell Phone®360) 661-6858
On-Site Spill Responder	Jon Nichols Foreman/ Esc Lead	Company:Trimaxx Construction Office Phone: Cell Phone®360) 661-6858

## 12. Spill Reporting

In the event of a spill, TCI will notify

- a. The Stillaguamish Tribe Project Manager, Jason Griffith (360) 631-0868
- b. The Federal. State, and Local Agencies listed in Table 2.

Table 2 Federal, State, a	and Local Agencies to b	e Notified in the Event of a Spill
Agency Name	Agency Notification Telephone Number	When Agency will be Notified
National Response Center	1-800-424-8802	Notify immediately Spill or release to water
Washington state division of emergency management	1-800-258-5990	Notify immediately Spill or release to water
Washington state department of ecology	(425 )649-7000	Notify immediately Spill or release to water
Washington state department of ecology	(425)649-7000	Immediately if threat to health or environment from spill to soil

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Table 2 Federal, State, a	and Local Agencies to b	e Notified in the Event of a Spill
Agency Name	Agency Notification Telephone Number	When Agency will be Notified
Washington state department of ecology	(425 )649-7000	Within 90 days if not immediate threat resulting from spill to soil

Washington state department of	(425)649-7000	Within 24 hours if confirmed release from
ecology		UST

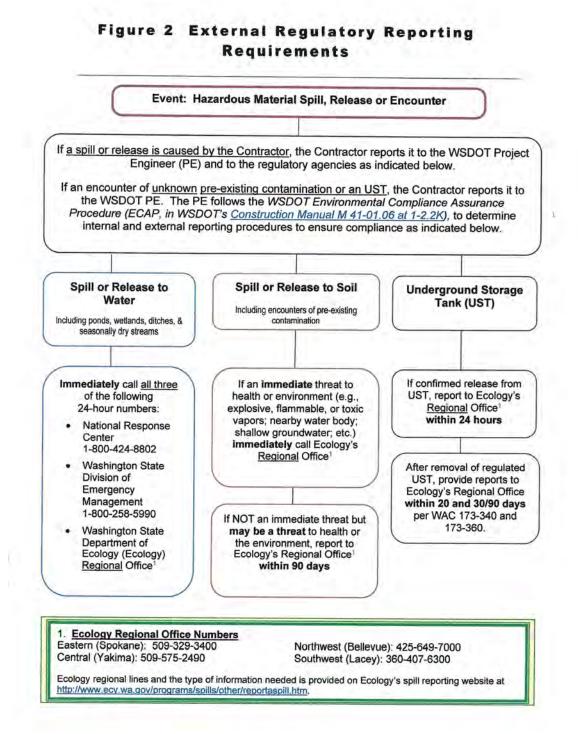
SPCC Plan Trafton Floodplain Restoration

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## 13. Project and Site Information

• The Project work: The Trafton Reach Floodplain Restoration Work will include installing temporary bridges and crossings for access, clearing work areas of vegetation, isolating work areas from the river and other wetted areas (if necessary), constructing 86 log structures, creating new channels, riprap removal and placement, bank stabilization grading and fill, removal of temporary bridges and crossings, and restoring the site.

- The site location and boundaries: Project includes the restoration of approximately 2 miles of the North Fork Stillaguamish River, mid project 26703 115<sup>th</sup> Ave. NE Arlington, WA 98223
- c. The drainage pathways from the site: see Table 3 below.
- d. Nearby waterways and sensitive areas and their distances from the site: see Table 3 below.

Table 3 Drainage Pathways a	and Nearby Waterways <sup>1</sup>	and Sensitive Areas <sup>2</sup>
Drainage Pathway from Site	Receiving Nearby Waterway <sup>1</sup> or Sensitive Area <sup>2</sup>	Distance of Receiving Waterway or Sensitive Area from Project Site
Site is in North Fork Stillaguamish River	North Fork Stillaguamish River	O feet

- Waterways include streams, creeks, sloughs, rivers, Puget Sound, etc.
- 2. Sensitive areas are areas that typically contain populations that could be particularly sensitive to a hazardous materials spill or release. Such areas include wetlands, areas that provide habitat for threatened or endangered species, nursing homes, hospitals, child care centers, etc. Sensitive areas also include areas where groundwater is used for drinking water, such as wellhead protection zones and sole source aquifer recharge areas.

## 4. Potential Spill Sources

A description of each potential hazardous material brought or generated on-site is set forth in Table 4, below. The potential hazardous materials listed on Table 4 include materials used for operating, refueling, maintaining, and cleaning all equipment.

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- Material Storage and Secondary Containment Practices and Structures must meet the requirements of Section 7.C (Spill Prevention, material storage and secondary containment practices and structures), below. These practices and structures may be described in Table 4 or under Section 7.C., below. ÷
  - Waterways include streams, creeks, sloughs, rivers, Puget Sound, etc. NO
- Sensitive areas are areas that typically contain populations that could be particularly sensitive to a hazardous materials spill or release. Such areas include wetlands, areas that provide habitat for threatened or endangered species, nursing homes, hospitals, and child care centers. Sensitive areas also include areas where groundwater is used for drinking water, such as wellhead protection zones and sole source aquifer recharge areas.

## 1. Pre-Existing Contamination

Hazardous Material is not expected within the project limits. The removal of any

encountered hazardous materials will meet all guidelines and permit requirements, at the direction of the WSDOT engineer.

## 2. Spill Prevention and Response Training

Every Monday morning TCI will have its weekly safety meeting at that time location of spill kits and the contents and usage of the spill kits will be discussed

All personnel and subcontractors will be required to go over the SPCC Plan with either Jon Nichols or Todd Snyder before they will be able to start work on the project. Once they have been informed of the plan, they will sign that they understand the plan and its response procedures. Records of all SPCC site training will be kept in the project site log book.

## 3. Spill Prevention

A. Spill response kit contents and location(s). See Table 7. Appropriately sized kits will be maintained in close proximity to hazardous materials and equipment and will be immediately accessible t all Project employees.

	Table 7 Spill Response Kit Contents a	ind Locations
Type of Spill Kit	Spill Kit Contents	Spill Kit Location(s)
Drum kit	personal protective equipment (PPE, such as safety glasses, gloves, coveralls, boot covers), spill pads, absorbent, booms, garbage bags, plastic sheeting, overpack or disposal drum, complete copy of SPCC Plan	Located on crew trucks

8. Security measures for potential spill sources. The hazardous materials will be stored on crew trucks and not left onsite at night, equipment will be equipped with locked fuel caps, etc.

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- C. Material storage and secondary containment practices and structures.
  - Potential hazardous materials will be mixed, located, and stored on diked or contained impervious surfaces capable of handling the maximum volume of material on site at any given time so as to prevent spills from escaping or from entering State waters.

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- Drip pans or other protective devices will be used for all hazardous material transfer operations.
- Oil and fuel transfer valves and fittings, fuel hoses, and the like will be stored to prevent spills into State waters.
- D. Methods used to prevent stormwater contact with hazardous materials. Contaminated soil will be placed on bermed plastic and covered.
- E. Site inspection procedures and frequency.
  - hazardous material containers and tanks, fuel hoses, oil or fuel transfer valves and fittings, and the like will be checked regularly for drips or leaks to prevent spills into State waters.
- F. Equipment and structure maintenance practices.
  - hazardous material containers and tanks, fuel hoses, oil or fuel transfer valves and fittings, and the like will be maintained to prevent spills into State waters.

### 8. Spill Response

Tables 8.A through 8.E, below, outline the response procedures that TCI will follow for the scenarios described in those tables' titles. The response procedures that are outlined will ensure TCI does everything possible to control and contain hazardous materials until appropriate measures can be taken. The response procedures include a description of the actions that TCI will take to address each task shown in the tables as well as the specific onsite, spill response equipment that will be used to perform each task. If TCI will use a Subcontractor for spill response, the contact information for the Subcontractor is provided in Table 1; when the Subcontractor to respond are described in the appropriate table below.

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Hzardous Material and LocationAssess the SpillSpill Response TaskLocationAssess the SpillSecure the AreaSpull response TaskLocationAssess the SpillSecure the AreaContain and Eliminate the Spilldiesel fuel or oil from equipment or fuel tanks on mount of material polied area and is going.Secure the AreaContain and Eliminate the Spilldiesel fuel or oil from mount of material polied area and is going.Determine approximate some non-response pone and is going.Secure the AreaContain and Eliminate the Spill BourceCall on-site spill responder listed in Table 1.Determine spilled material.Shut down work in trast stell by shutting off equipment, closing by shutting off equipment, closing by shutting off equipment, closing by shutting off equipment, closing bource and is going.Clean Up Spilled Material meanfisted in Table 1.Determine approximate area, and prevent isted in Table 1.If safe to do so, contain spill using spill pads, spill booms, and booms, and booms, and booms, andIf spill is not too large, dangerous, work endernal, clean up spilled mergendy personnel to clean up spill booms, and booms, andIf spill is an immediate threat to human health or propenty, call g11.If spill pads, spill booms, and booms, and booms, and booms, and booms, and booms, and booms, and booms, andIf spill pads, spill booms, and booms, and	Assess the Spill       Secure the Area       Spill Response Task         Assess the Spill       Secure the Area       Contain and Eliminate the Spill Source         Determine approximate amount of material spilled material spilled material has going.       Shut down work in areas affected by spill, the spilled material has going.       Contain and Eliminate the Spill source         Determine approximate amount of material spilled material has going.       Shut down work in areas affected by spill, the spilled material has going.       Contain and Eliminate the Spill source         If spill is an immediate threat to human health or property, call 911.       If spill san immediate threat to human health or property, call 911.       If spill pads, spill booms, and absorbent from spill kits.)         Report spill to Nooksack Tribe PE and to agencies as listed in Table 2.)       Report spill to Nooksack Tribe from spill kits.)	Note 1	(Including Note 1: Oil, paint, and solvent spills shall Note 2: It is acceptable to combine mate	Actions to be Taker be addressed and shall bu arials covered by the same	(Including Actions to be Taken and Equipment to be Used) Note 1: Oil, paint, and solvent spills shall be addressed and shall be prevented from reaching storm drains or other discharge points. Note 2: It is acceptable to combine materials covered by the same response procedures, as long each material is clearly identified.	or other discharge points. Rerial is clearly identified.
Determine approximate amount of material spilled and where spilled material has gone and is going.Shut down work in by shutting off equipment, closing tearoresponse personnel from spill remove non-response gone and is going.If safe to do so, eliminate spill source by shutting off equipment, closing remove non-response personnel from spill rarea, and prevent area, and prevent isted in Table 1.If safe to do so, eliminate spill source by shutting off equipment, closing remove non-response personnel from spill rarea, and prevent area, and prevent area, and prevent area, and prevent 	Determine approximate       Shut down work in amount of material spilled and amount of material spilled and where spilled material has going.       Shut down work in by shutting off equipment, closing teas affected by spill, teamore non-response gone and is going.         Call on-site spill responder listed in Table 1.       Faste to do so, eliminate spill source personnel from spill, teamore non-response gone and is going.       If safe to do so, contain spill source personnel from spill, teamore non-response personnel, personnel, team to human health or property, call 911.         Report spill to Nooksack Tribe PE and to agencies as listed in Table 2.)       If rable 2.)	Hazardous Material and Location	Assess the Spill	Secure the Area	Spill Response Task Contain and Eliminate the Spill Source	Clean Up Spilled Material Decontaminate Equipment Dispose of Spilled & Contaminated Material
		diesel fuel or oil from equipment or fuel tanks on crew trucks	Determine approximate amount of material spilled and where spilled material has gone and is going. Call on-site spill responder listed in Table 1. If spill is an immediate threat to human health or property, call 911. Report spill to Nooksack Tribe PE and to agencies as listed in Table 2.)	Shut down work in areas affected by spill, remove non-response personnel from spill area, and prevent access to spill area by non-response personnel.)	If safe to do so, eliminate spill source by shutting off equipment, closing leaking vales, etc. If safe to do so, contain spill using spill pads, spill booms, and absorbent from spill kits.)	If spill is not too large, dangerous, or involved, clean up spilled material. If spill is too large, dangerous, work emergency personnel to clean up spill. Decontaminate all non-disposable equipmen used in or contaminated during spill response. Disposal of spilled and contaminated material and all decontamination fluids in accordance with all regulations at a legally permitted facility. Within 7 days of disposal, provide documentation substantiating such disposal to the Nooksack Tribe inspector .)

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	(Includi	Described in Section 5 Of Actions to be Taken and Equip	<u>Described in Section 5</u> (Including Actions to be Taken and Equipment to be Used)	
Note: write N	I/A if no contamination or conta	minant source is described in Se	Note: write N/A if no contamination or contaminant source is described in Section 5 and delete the following table (but not the table title, above).	the table title, above).
		_	Spill Response Task	
Contamination or Contaminant Source	Assess the Spill	Secure the Area	Contain and Eliminate the Spill Source	Clean Up Spilled Material Decontaminate Equipment Dispose of Spilled & Contaminated Material
	N/A	N/A	N/A	N/A

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	(Including	Encountered During Project Work Actions to be Taken and Equipment	Encountered During Project Work (Including Actions to be Taken and Equipment to be Used)	
		0	Spill Response Task	
Contamination or Contaminant Source	Assess the Spill	Secure the Area	Contain and Eliminate the Spill Source	Clean Up Spilled Material Decontaminate Equipment Dispose of Spilled & Contaminated Material
gasoline contaminated soil; buried tanks; buried pipes; etc.)	Determine approximate amount of material spilled and where spilled material has	Shut down work in areas affected by spill, remove non-response personnel	If safe to do so, eliminate spill source by shutting off equipment, closing leaking vales, etc.	If spill is not too large, dangerous, or involved, clean up spilled material.
	gone and is going. Call on-site spill responder listed in Table 1.	from spill area, and prevent access to spill area by non- response personnel.)	If safe to do so, contain spill using spill pads, spill booms, and absorbent from spill kits.)	If spill is too large, dangerous, work emergency personnel to clean up spill.
	If spill is an immediate threat to human health or property, call 911.			Decontaminate all non-disposable equipment used in or contaminated during spill response.
	Report spill to Nooksack Tribe PE and to agencies as listed in Table 2.)			Disposal of spilled and contaminated material and all decontamination fluids in accordance with all regulations at a legally permitted facility. Within 7 days of disposal, provide days of disposal, provide documentation substantiating such disposal to the Nooksack Tribe linspector.)

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Page 12 SPCC Plan Trafton Floodplain Restoration

Note: write N	(Including VA if no equipment will be used	the used below the ordinary high water line and delete the following table	V/A if no equipment will be used below the ordinary high water line and delete the following table (but not the table title, above).	it not the table title, above).
			Spill Response Task	
Hazardous Material and Location	Assess the Spill	Secure the Area	Contain and Eliminate the Spill Source	Clean Up Spilled Material Decontaminate Equipment Dispose of Spilled & Contaminated Material
NA				

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#### 9. Project Site Map

A Project site map, clearly showing each of the following items, is attached:

- A. Site location and boundaries;
- B. Site access roads;
- C. Drainage pathways from the site;
- D. Nearby waterways1 and sensitive areas2;
- E. Hazardous materials, equipment, and decontamination areas identified in Section 4 (Potential Spill Sources), above;
- F. Pre-existing contamination or contaminant sources described in Section 5 (Pre-Existing Contamination), above; and
- G. Spill prevention and response equipment described in Section 7 (Spill Prevention) and Section 8 (Spill Response), above.

Note:

- 1. Waterways include streams, creeks, sloughs, rivers, Puget Sound, etc.
- 2. Sensitive areas are areas that typically contain populations that could be particularly sensitive to a hazardous materials spill or release. Such areas include wetlands, areas that provide habitat for threatened or endangered species, nursing homes, hospitals, child care centers, etc. Sensitive areas also include areas where groundwater is used for drinking water, such as wellhead protection zones and sole source aquifer recharge areas.

#### 10. Spill Report Form(s)

A copy of the spill report form that will be used in the event of a release or spill is attached

#### Management Approval

This SPCC Plan is supported by management of TCI having the authority to commit the necessary resources, including labor, equipment, and materials, to expeditiously control and remove any harmful quantity of hazardous materials spilled or released to the waters or land of the State of Washington.

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Date

Todd Snyder Secretary Trimaxx Construction Incorporated

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#### EXAMPLE SPILL REPORT FORM

Instructions: Complete for any type of hazardous material spill or incident (including spills or incidents involving petroleum products). Provide a copy of this report to management. 1. Contractor: Name and Title of Person Responsible for Spill Response: Phone Number: 2. WSDOT Personnel Notified of Spill: Project Office: Name, Title, and Phone Number: Regional Environmental Office: Name, Title, and Phone Number: 3. General Spill Information: Common Name of Spilled Substance: Quantity Spilled (Estimate): Describe Concentration of Material (Estimate): Date of Spill: \_\_\_/ /\_\_/ Time Spill Started: \_\_\_\_\_ AM \_\_\_\_\_ PM Time Spill Ended: \_\_\_\_\_ AM \_\_\_\_\_ PM 4. Spill Location and Conditions: Project Title: Street Address and/or Milepost, City: Weather Conditions: If Spill to Water, Name of Water Body (if ditch or culvert, identify the water body that the structure discharges to): Identify the Discharge Point: Estimate the Depth and Width of the Water Body: Estimate Flow Rate (i.e. slow, moderate, or fast): Describe Environmental Damage (i.e., fish kill?): 5. Actions taken: To Contain Spill or Impact of Incident: To Cleanup Spill or Recover from Incident: To Remove Cleanup Material: To Document Disposal: To Prevent Reoccurrence:

#### 6. Agencies Notified of Spill:

Spills Manag numbe	to water: Immediately call the National Response Center (1-800-424-8802), Emergency ement (1-800-258-5990), and Ecology's Regional Office (see link in note below for phone r).
Office i	to soil that may be an immediate threat to health or the environment (e.g., explosive, able, or toxic vapors; nearby water body; shallow groundwater; etc.): Call Ecology's Regional mmediately. If not an immediate threat but may be a threat to human health or the ament, report to Ecology's Regional Office within 90 days or as directed be the WSDOT PE.
Note:	
•	Project specific permits may have additional reporting requirements.
•	Ecology Regional lines, phone numbers and additional reporting information can be found at: http://www.ecy.wa.gov/programs/spills/other/reportaspill.htm

List all agencies contacted; include names, dates, and phone numbers for people you spoke with:

Record ERTS #, if issued by Ecology: \_

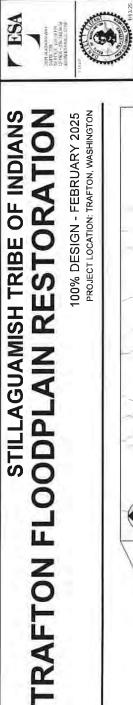
7. Person Responsible for Managing Termination/Closure of Incident or Spill:

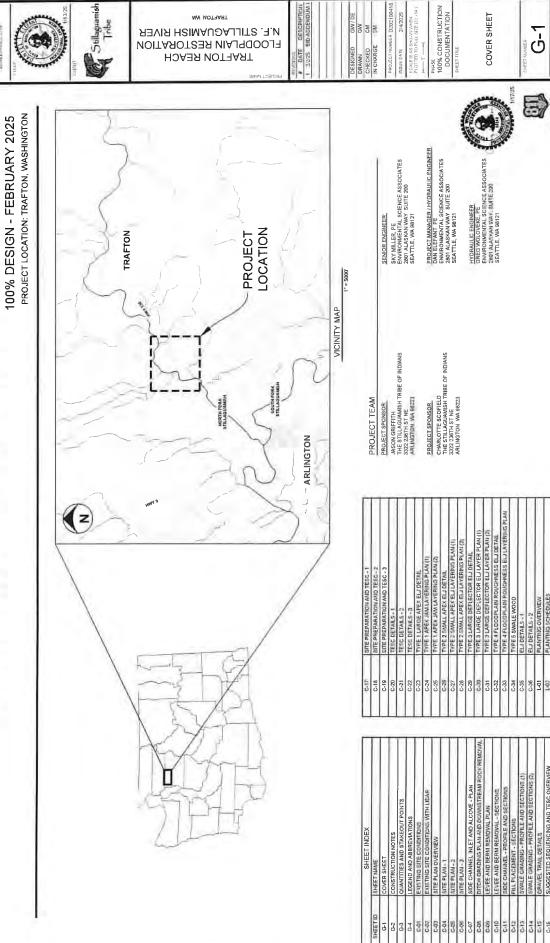
Name and Phone:

Address and Fax:

8. Additional Notes (if any):

#### EXHIBIT C CONSTRUCTION DOCUMENTS SEE NEXT PAGE





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JENCING AND TESC OVERVIEW

PROFILE AND SECTIONS

# GENERAL NOTES

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IF AT ANY TIME, AS RESULT OF PROJECT ACTIVITIES FISH ARE OBSERVED IN DISTRESS, A FISH KILL OCCURS OR WATER OMALITY PROBLEMS DEVELOP (INCLUDING EQUIMENT LEAKS OR SPILLS) OPERATIONS SHALL CEASE AND THE OWNER SHALL BE NOTFIED MAEIDATELY. *נ*ט

## SURVEY NOTES:

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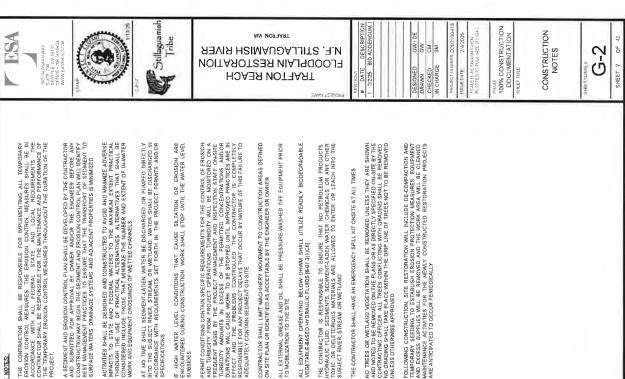
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- THE CONTRACTOR SHALL HAVE AN EMERGENCY SPILL KIT ONSITE AT ALL TIMES Ξ

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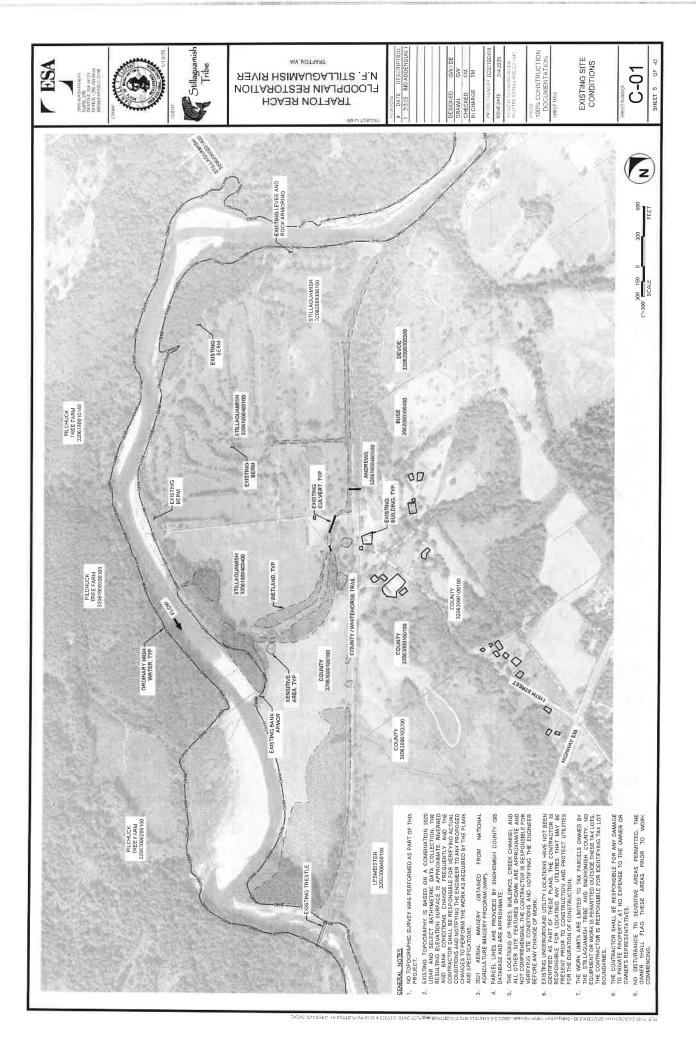
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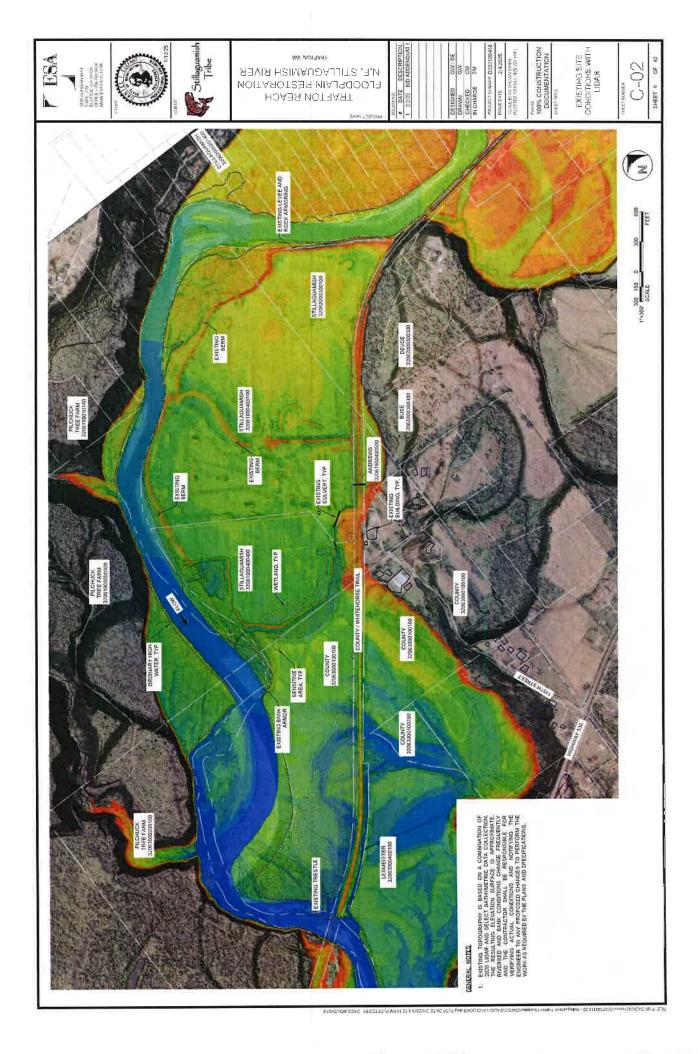


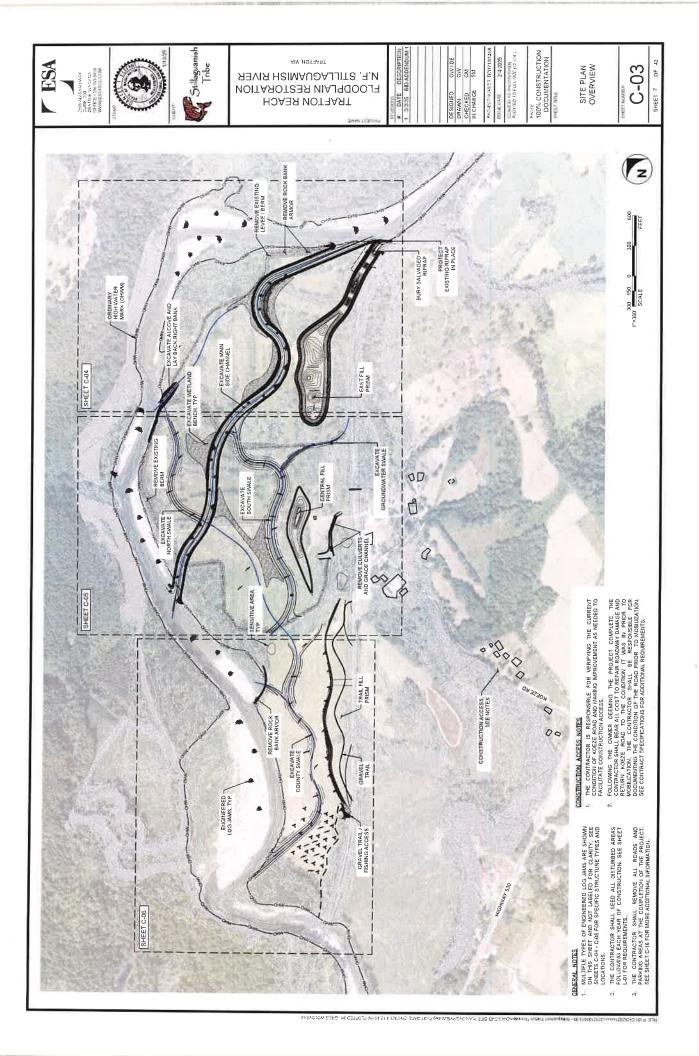
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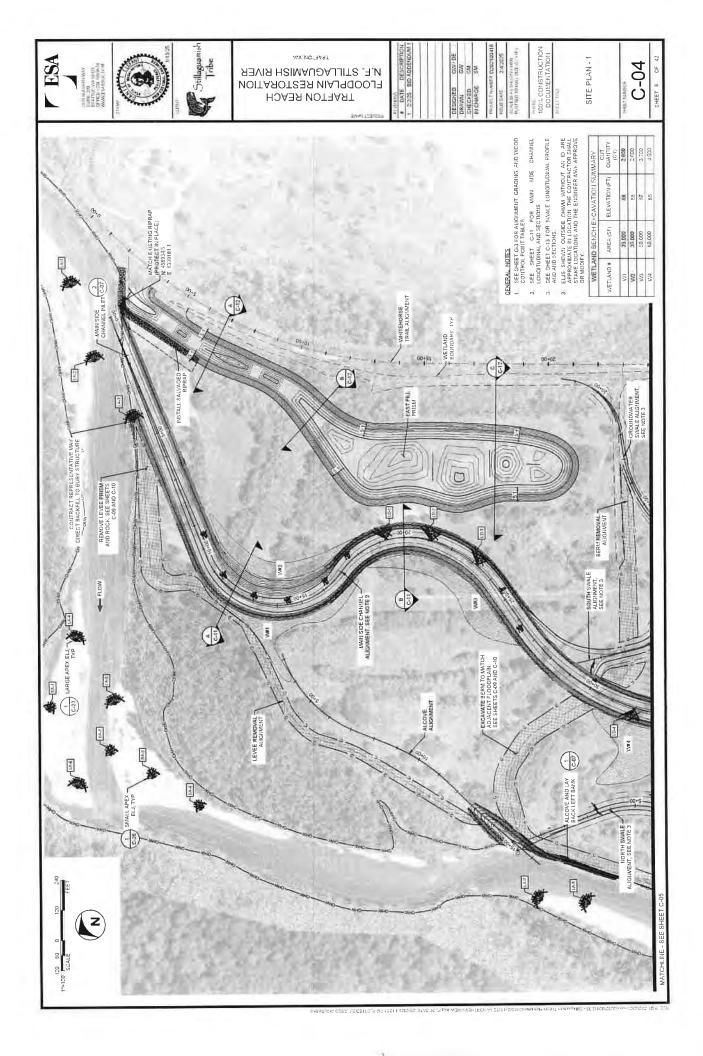
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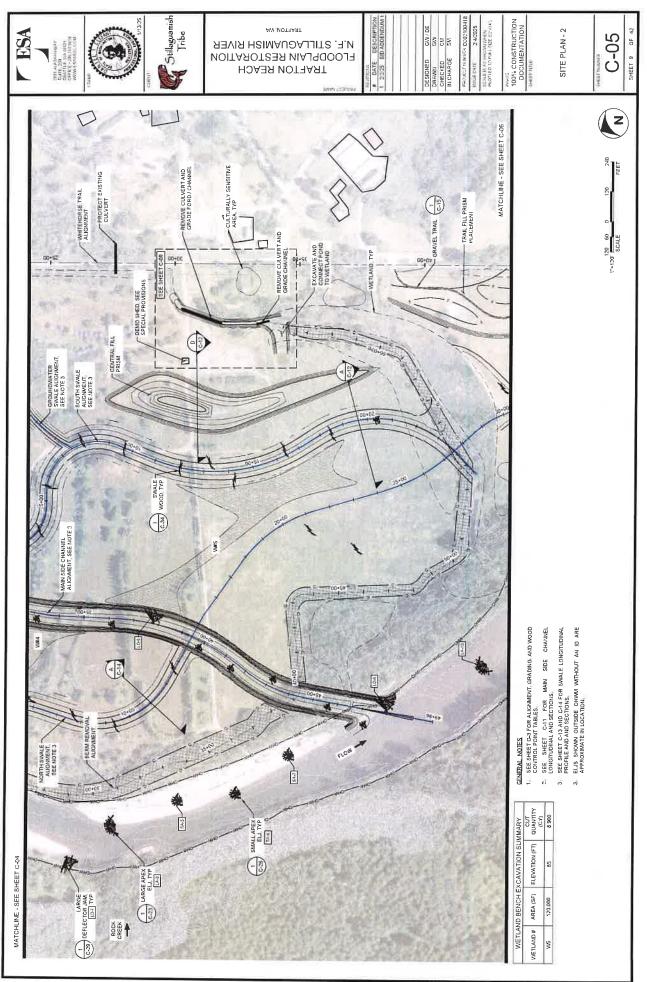
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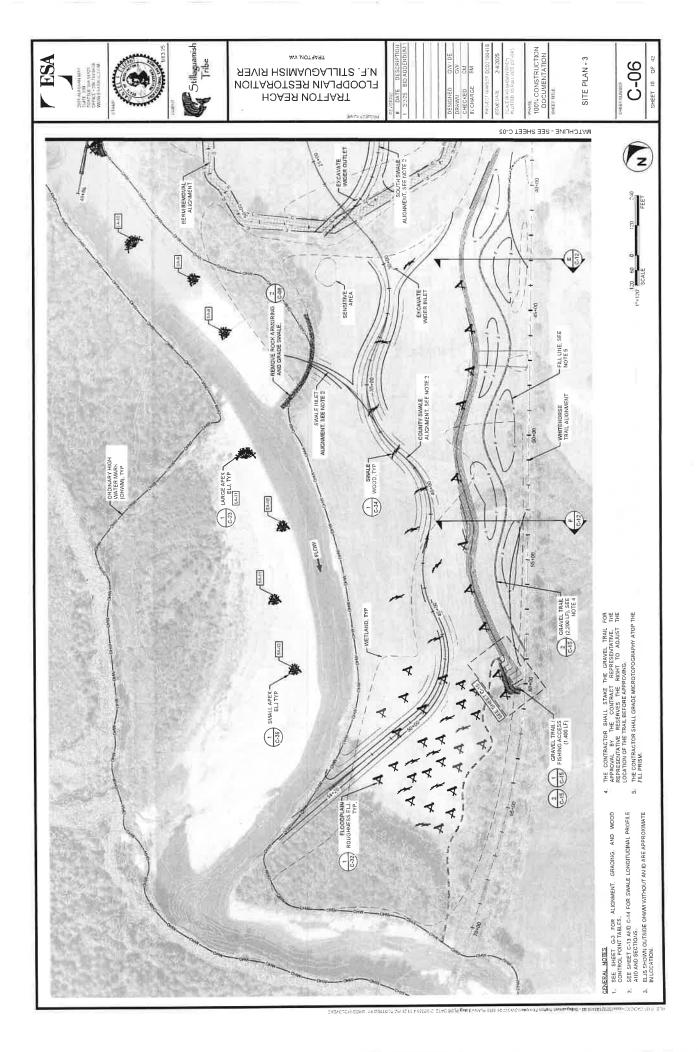


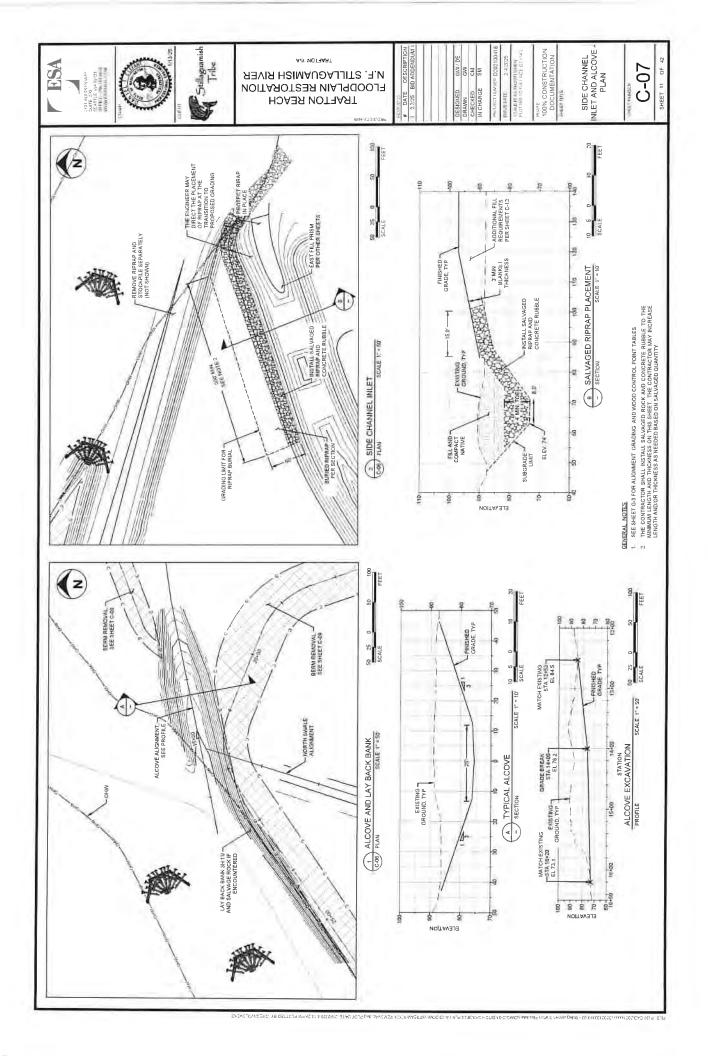


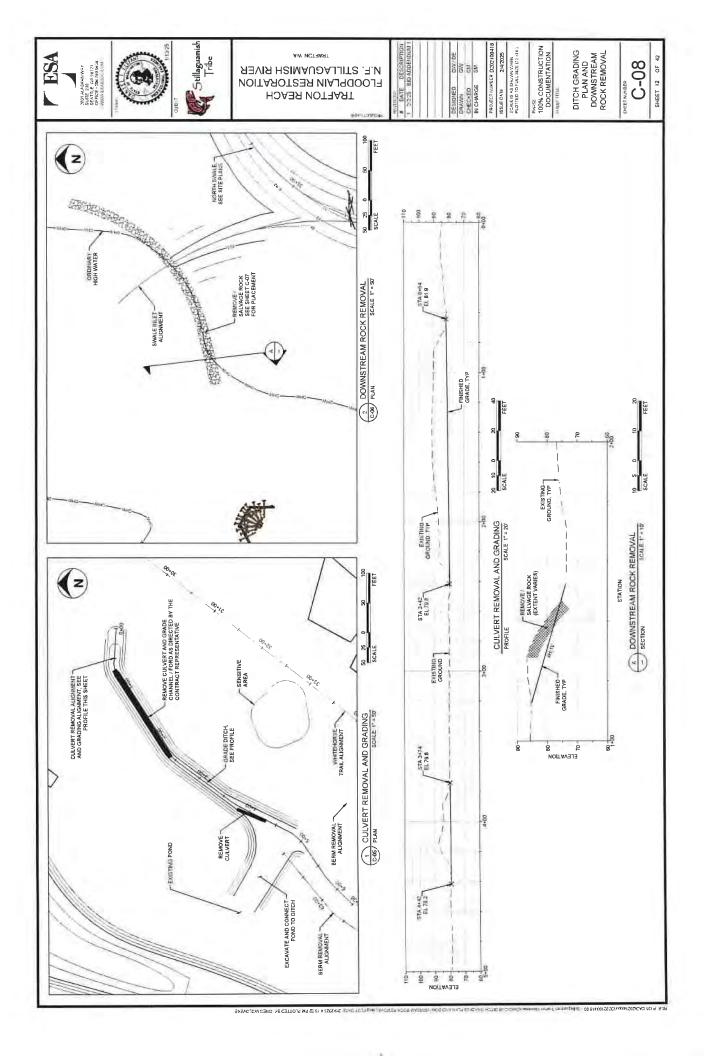


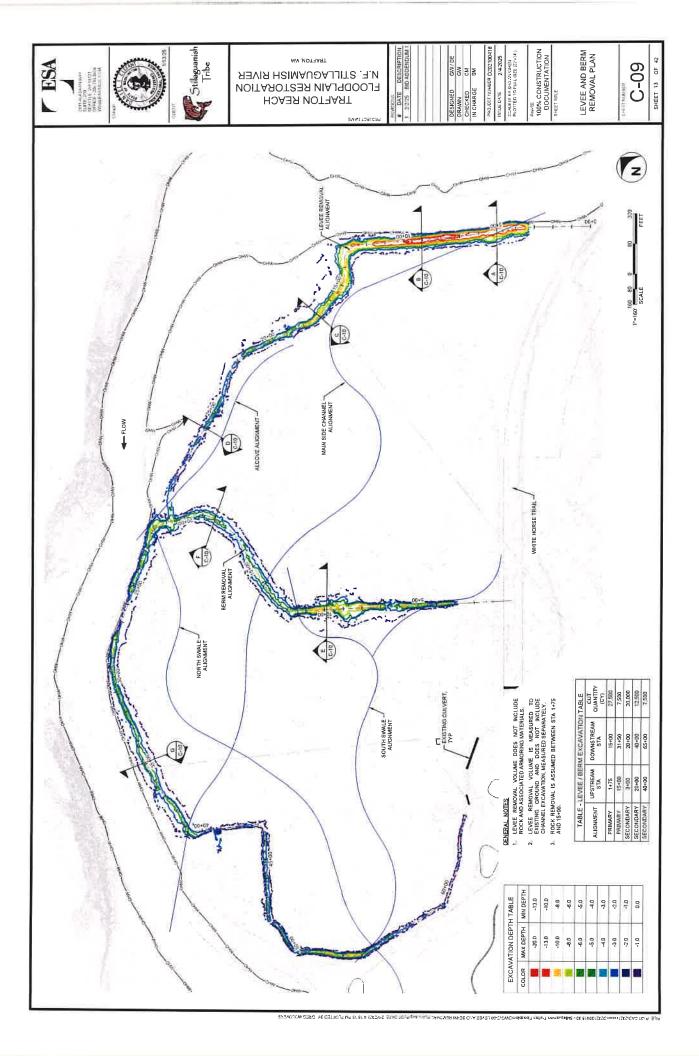


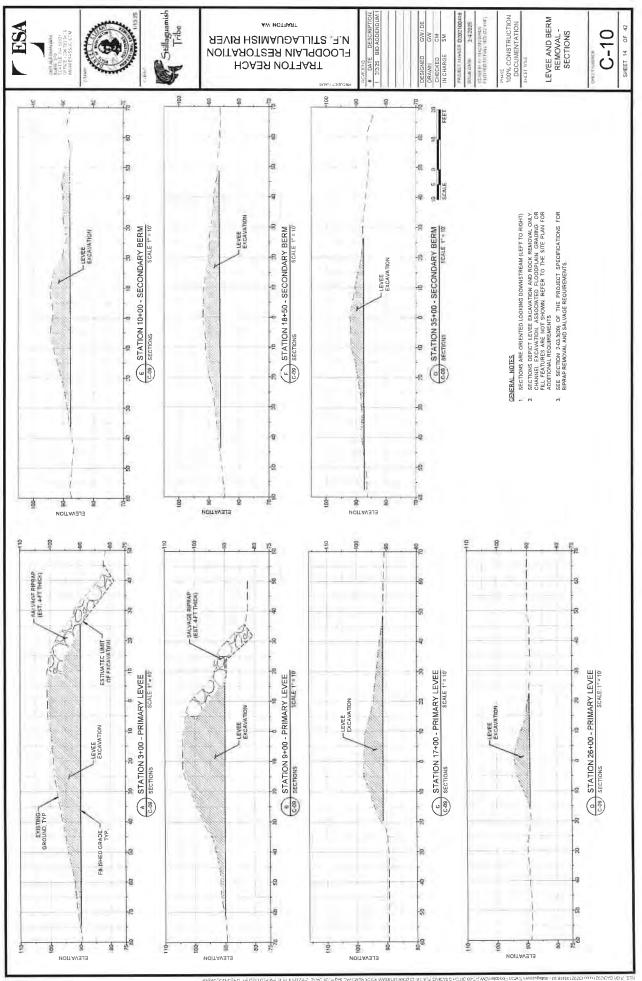
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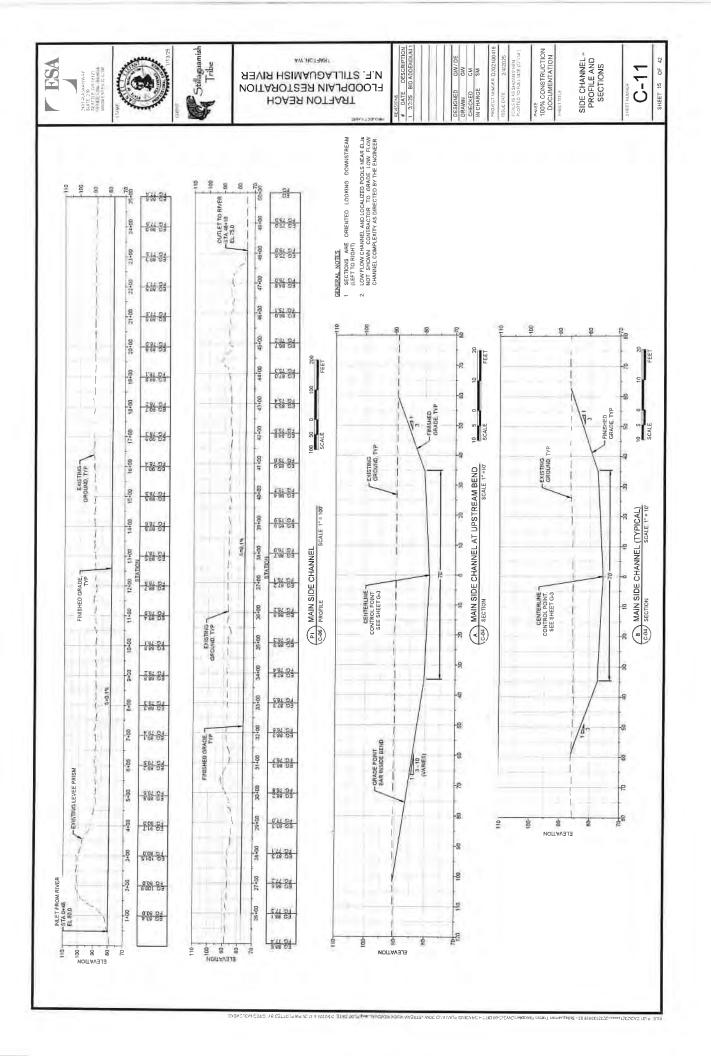


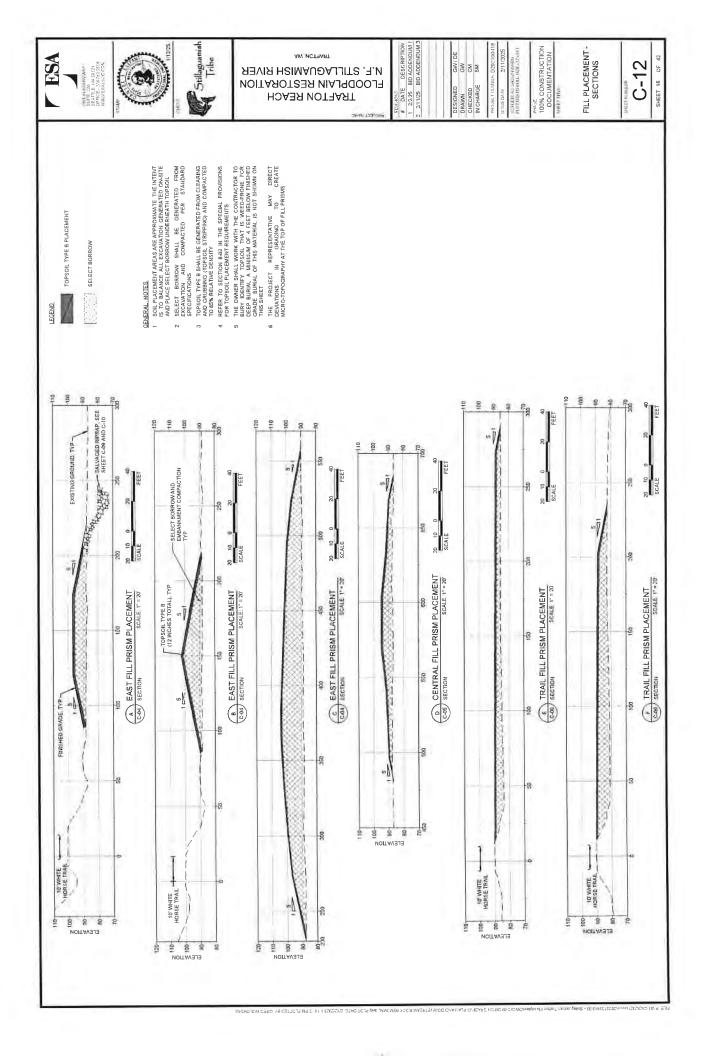


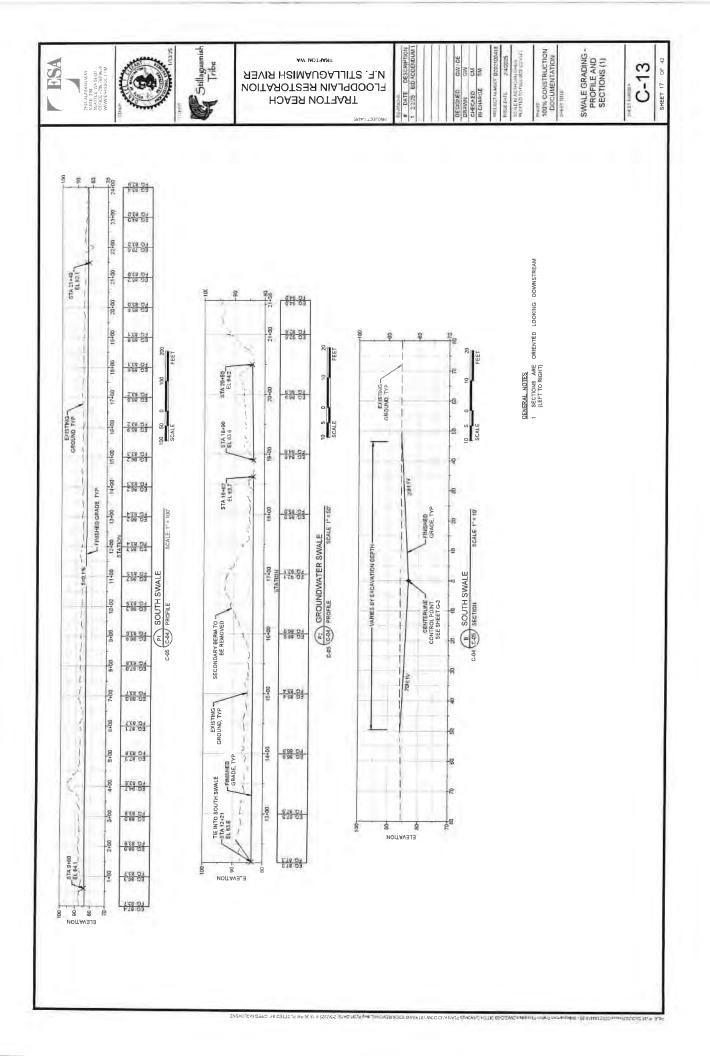


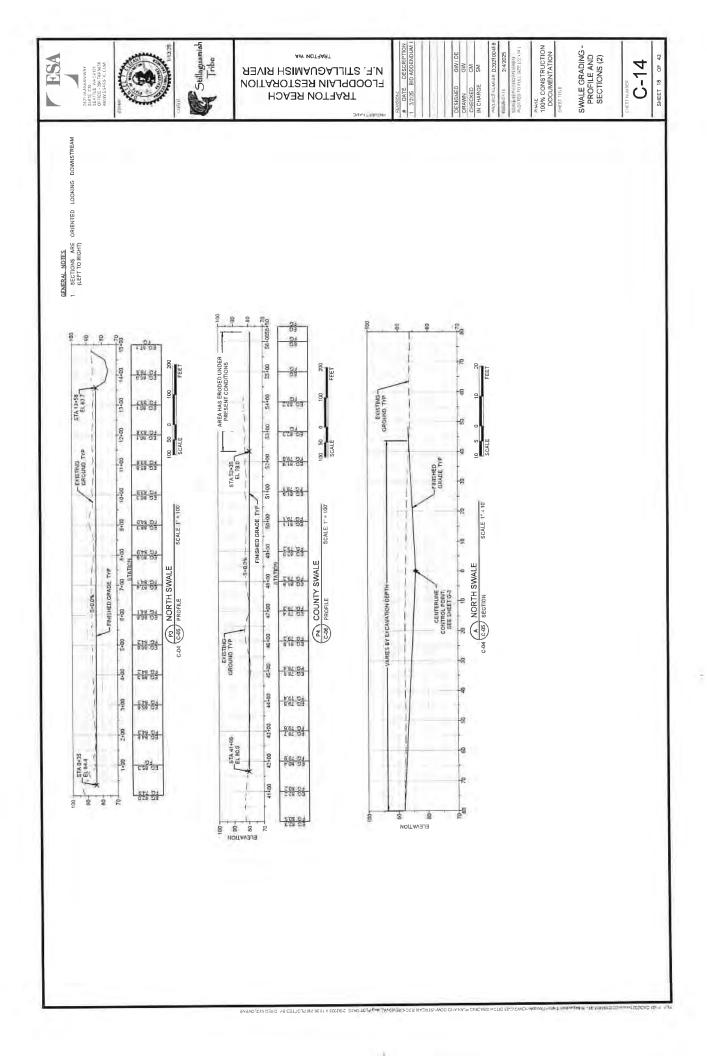


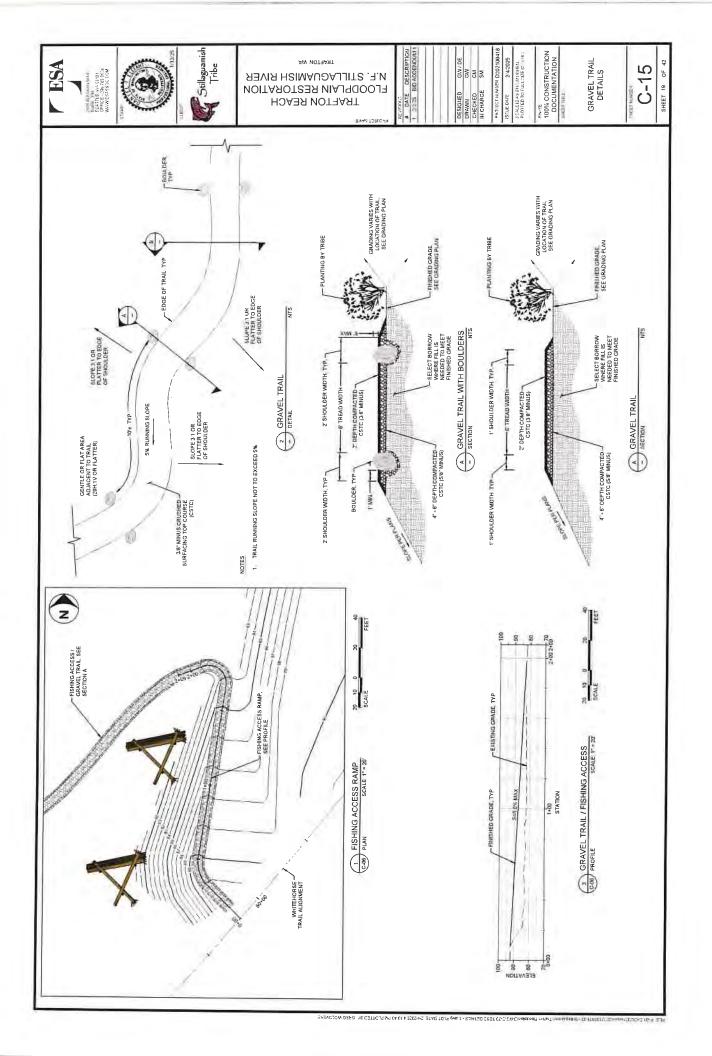


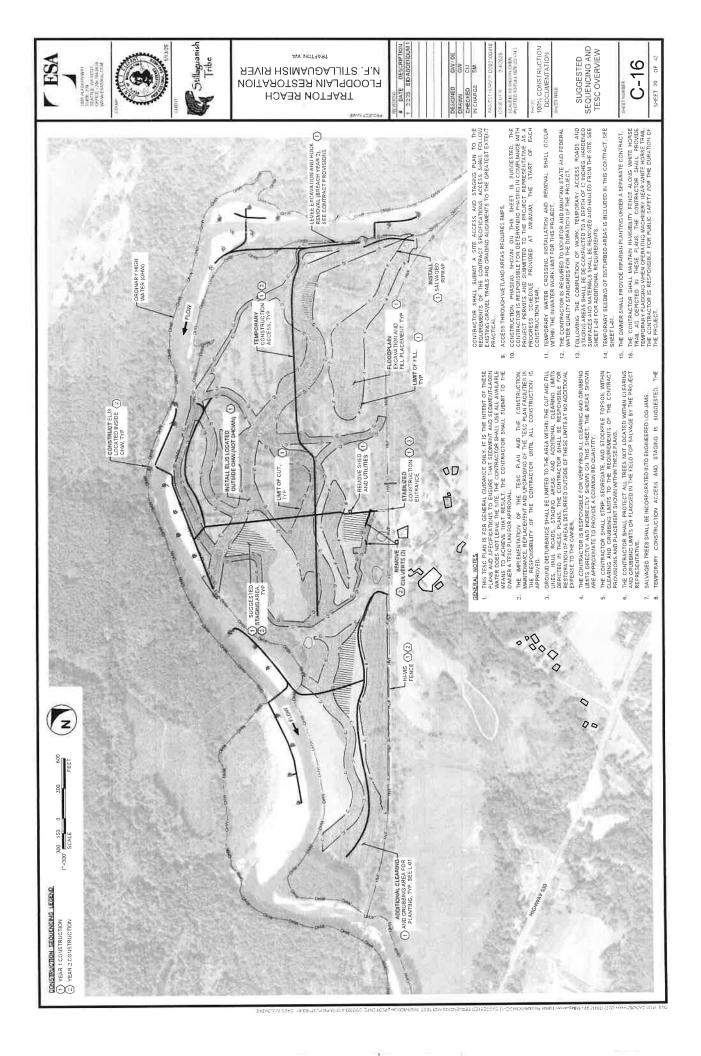


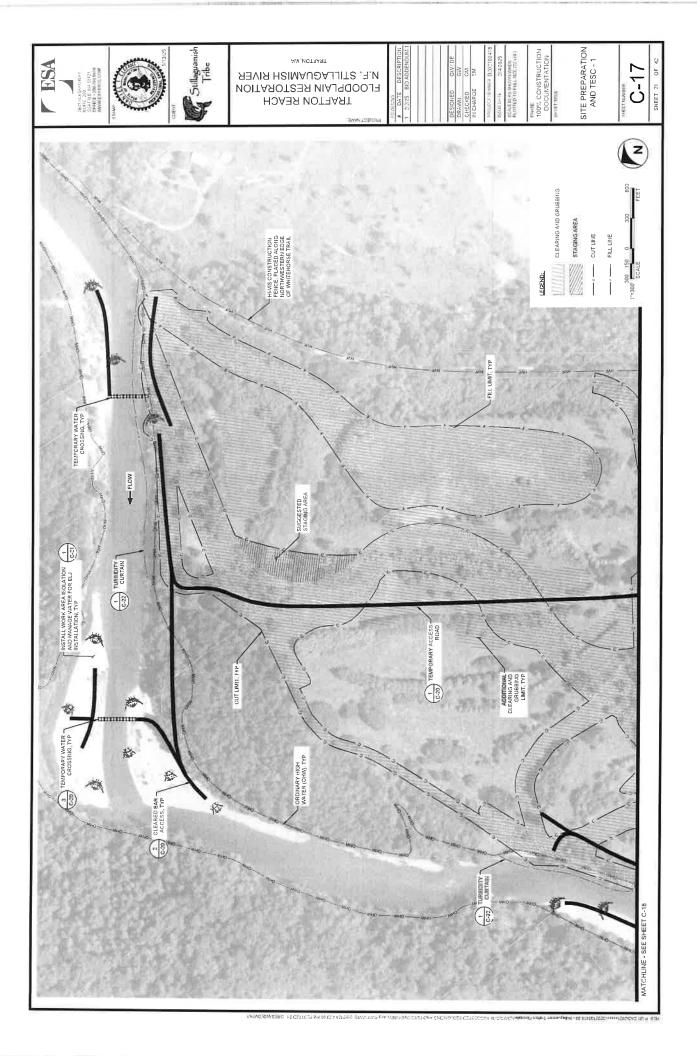


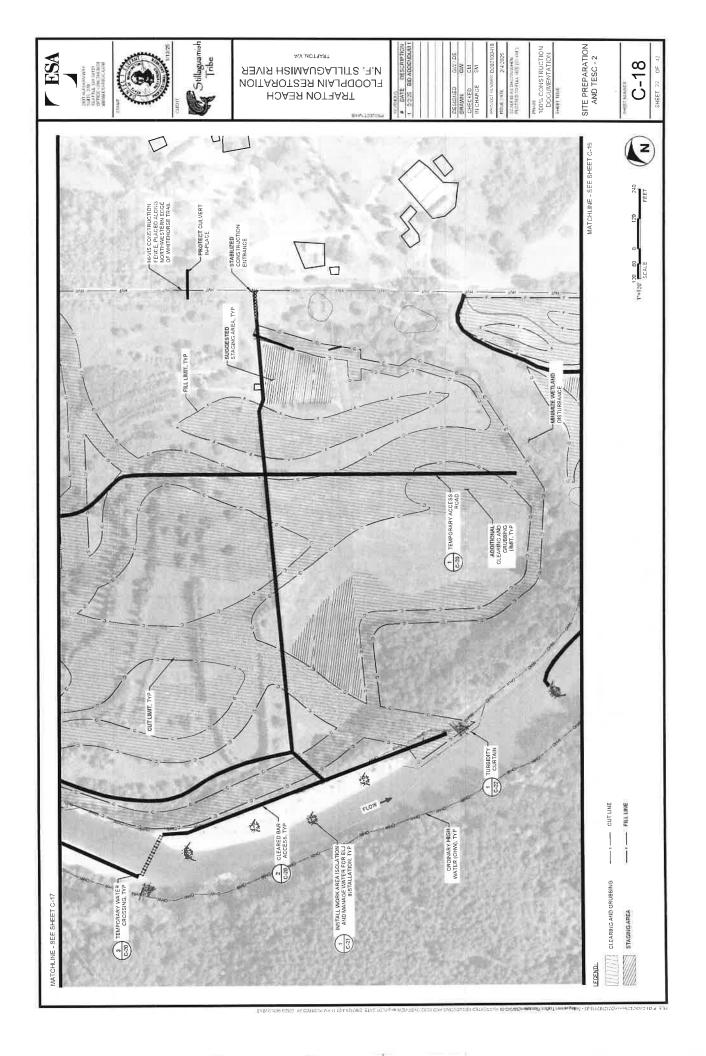


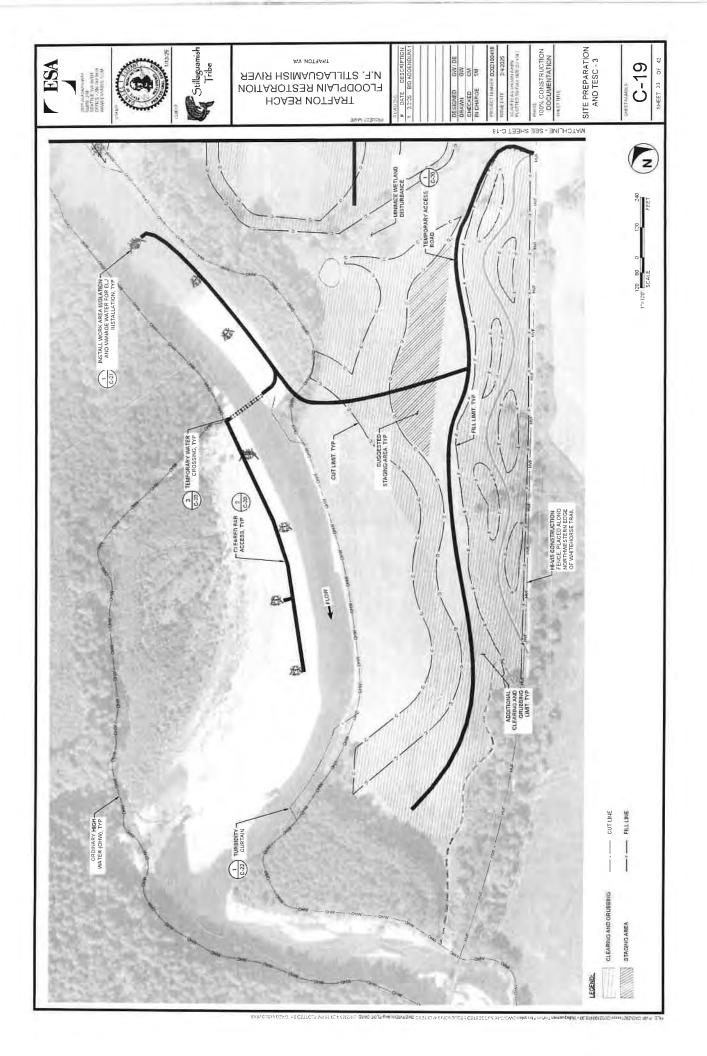


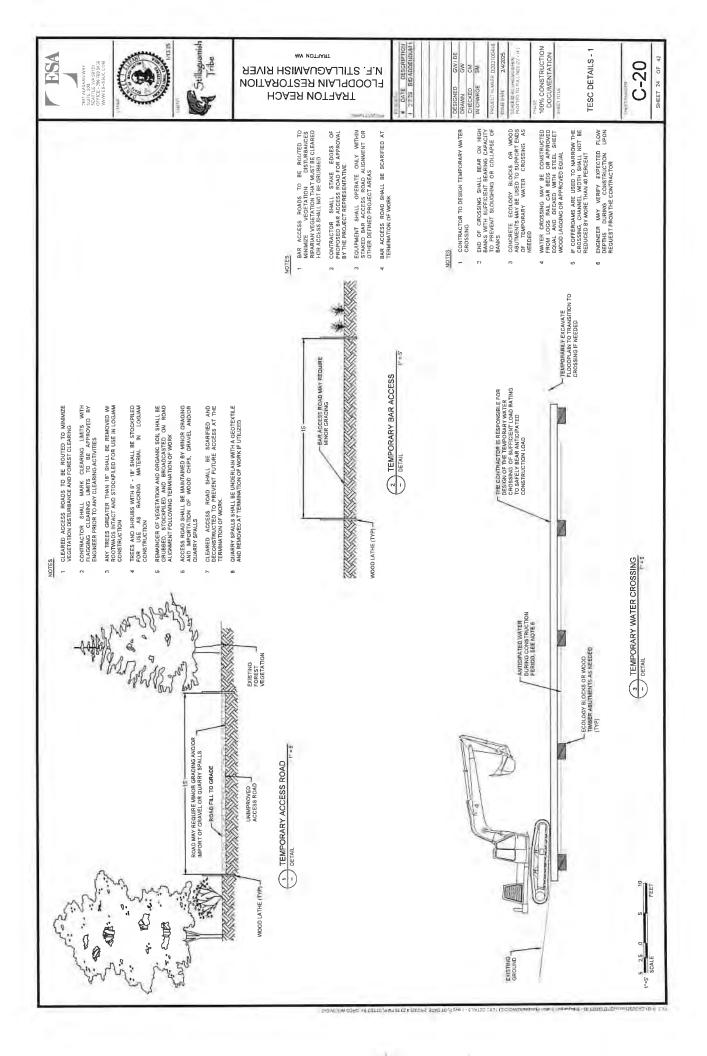


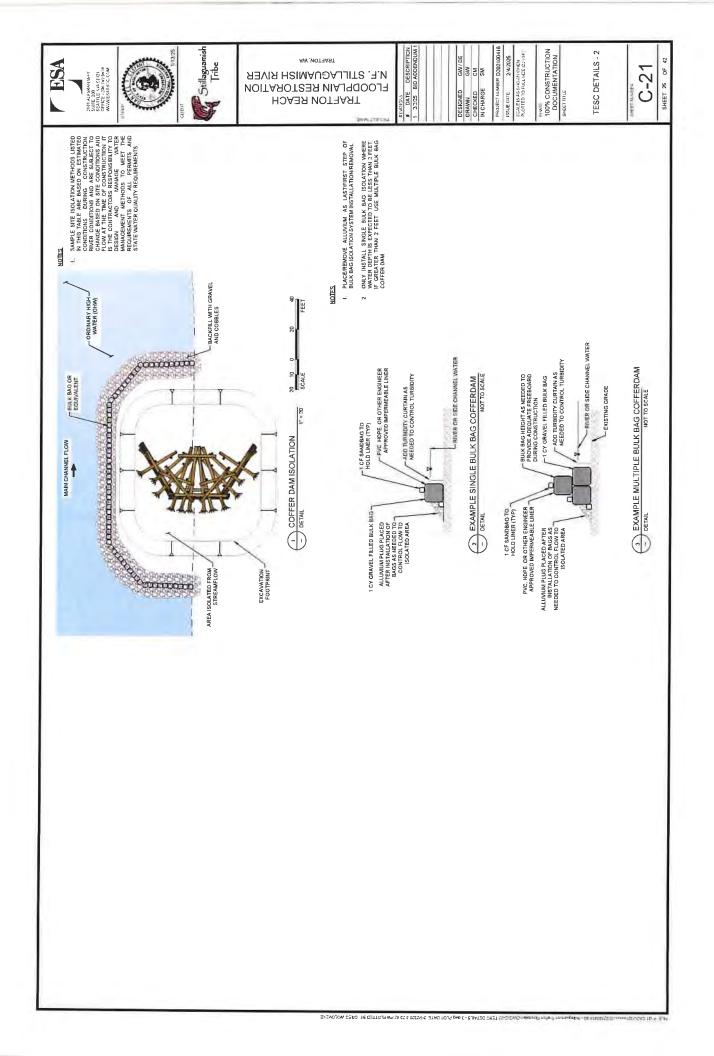


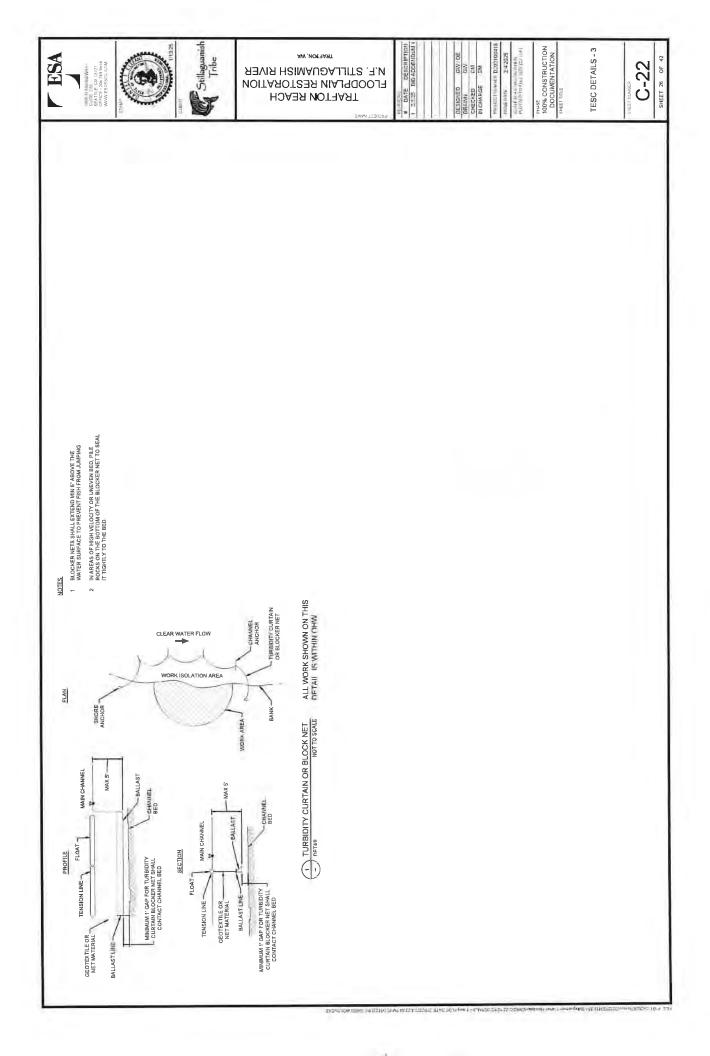


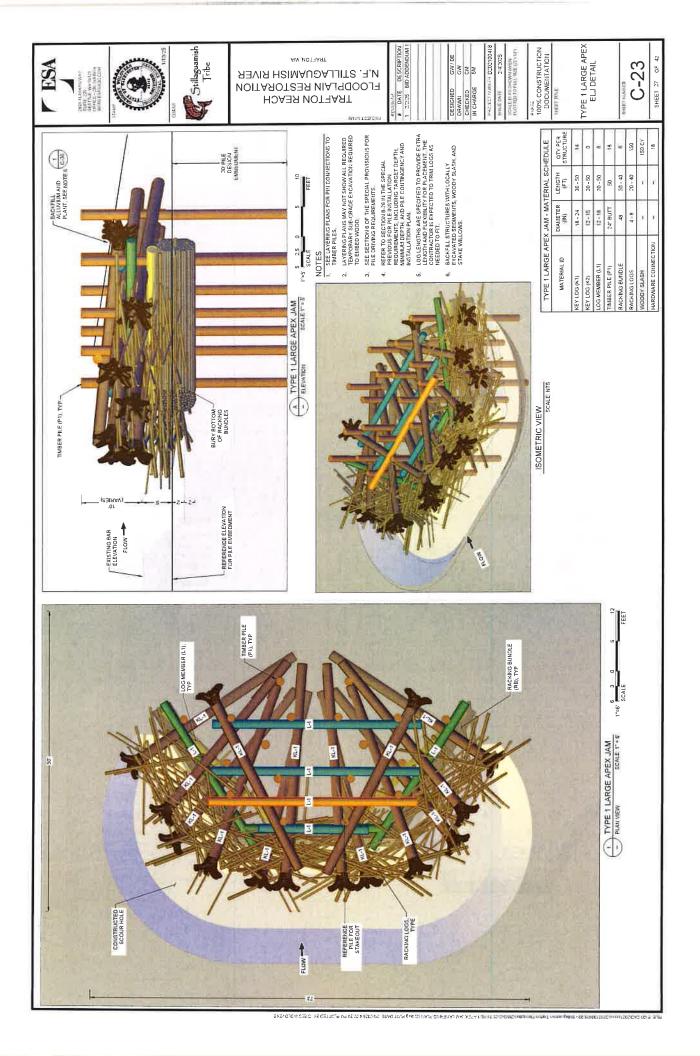


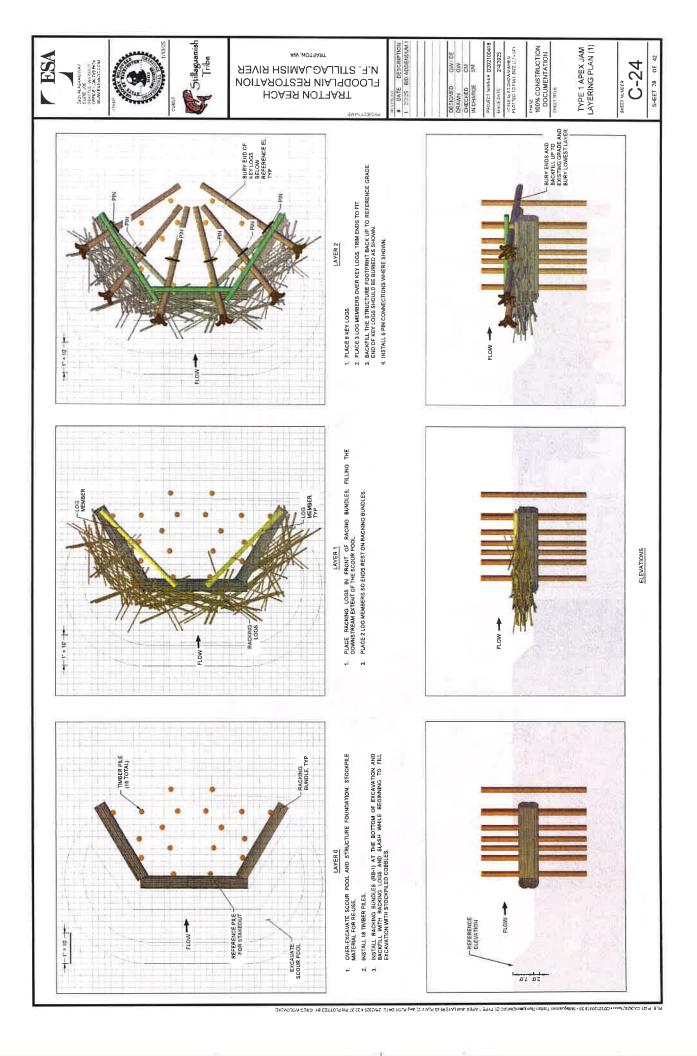


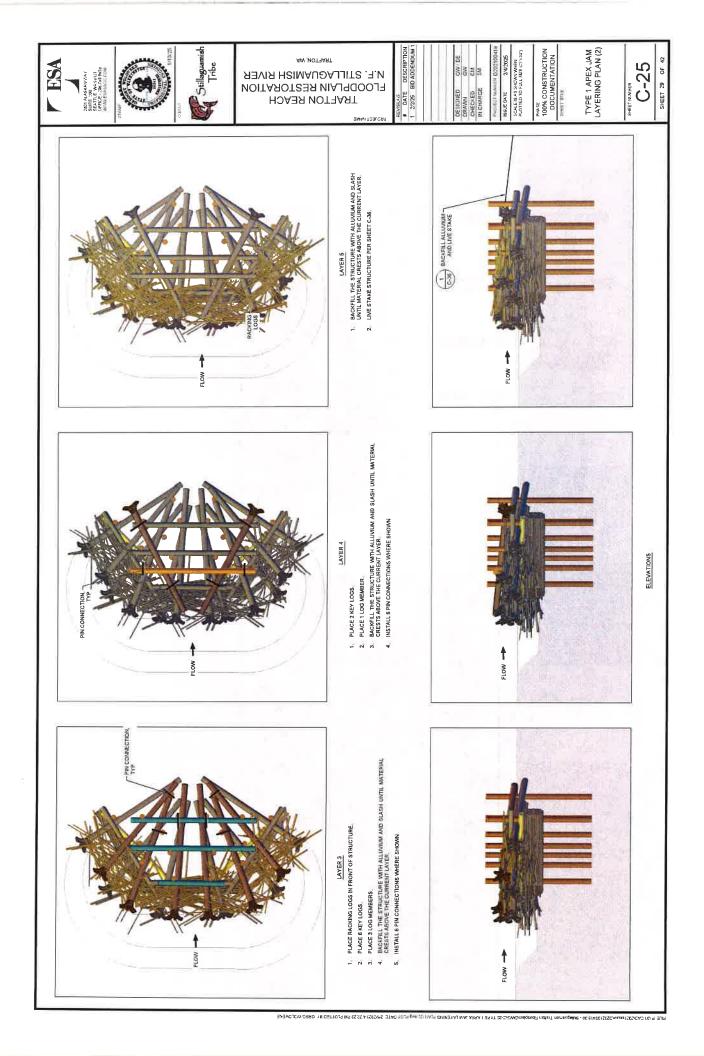


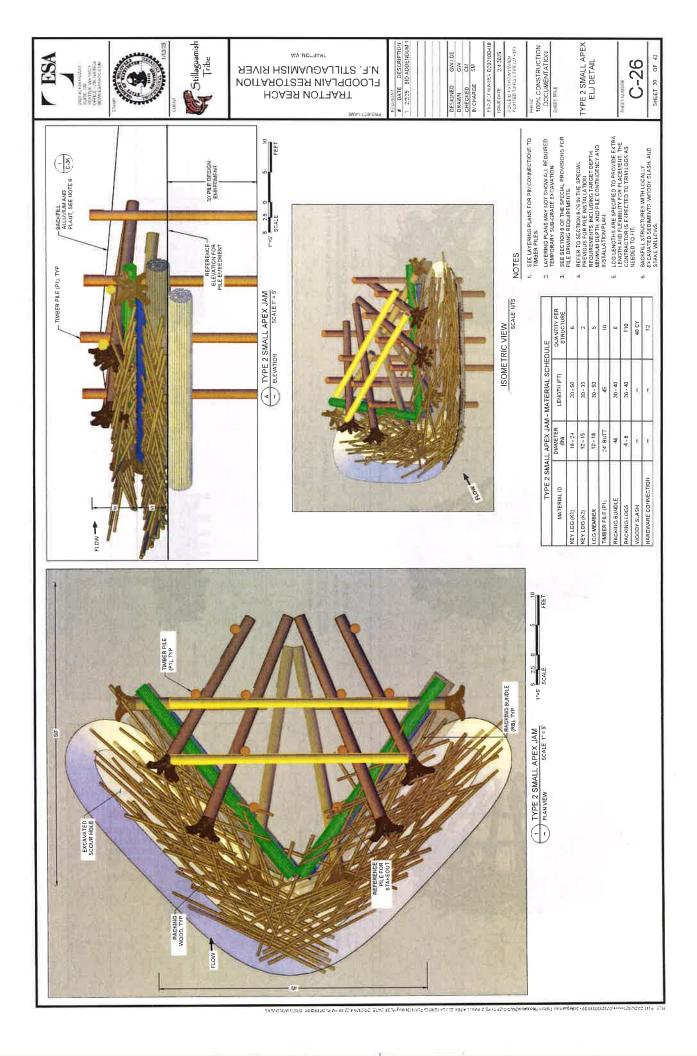


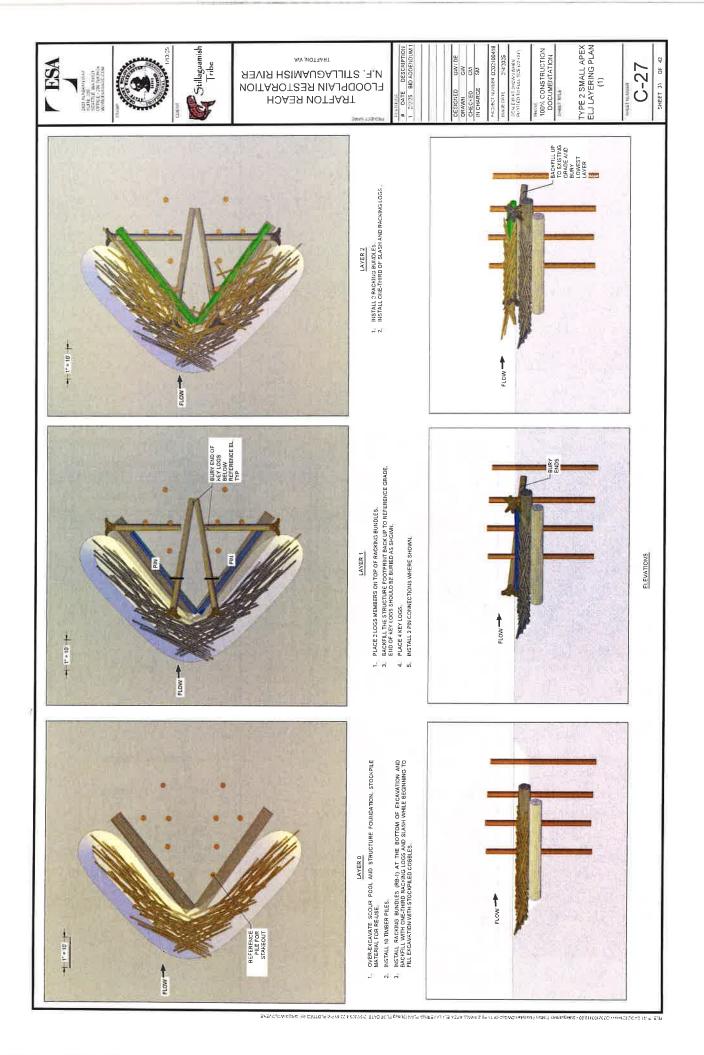


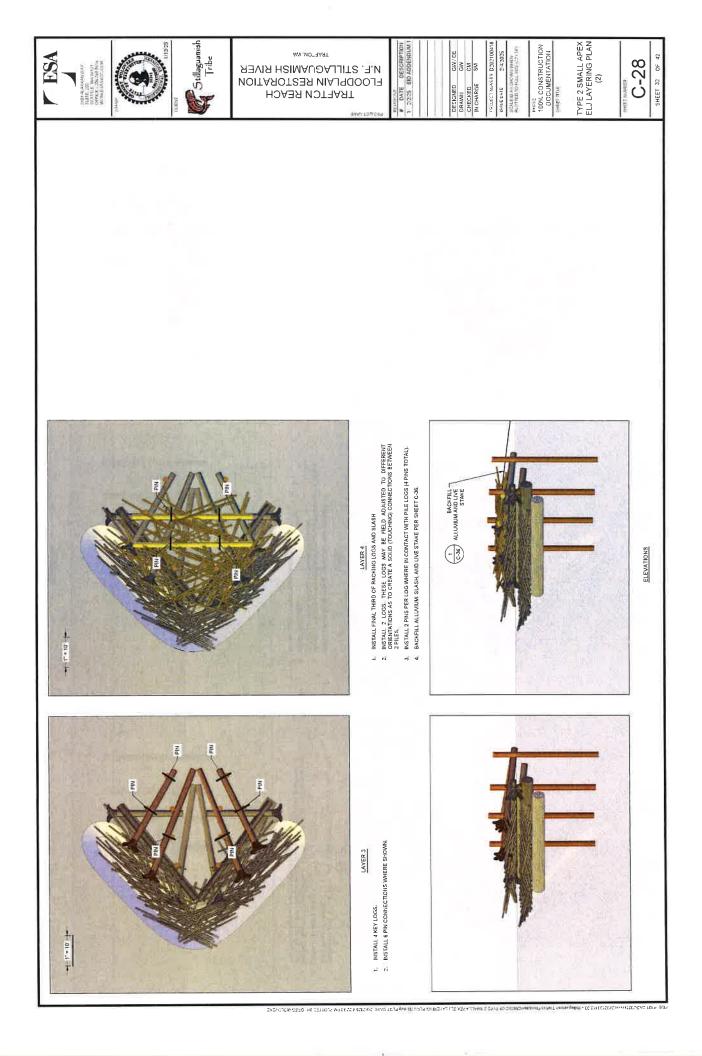


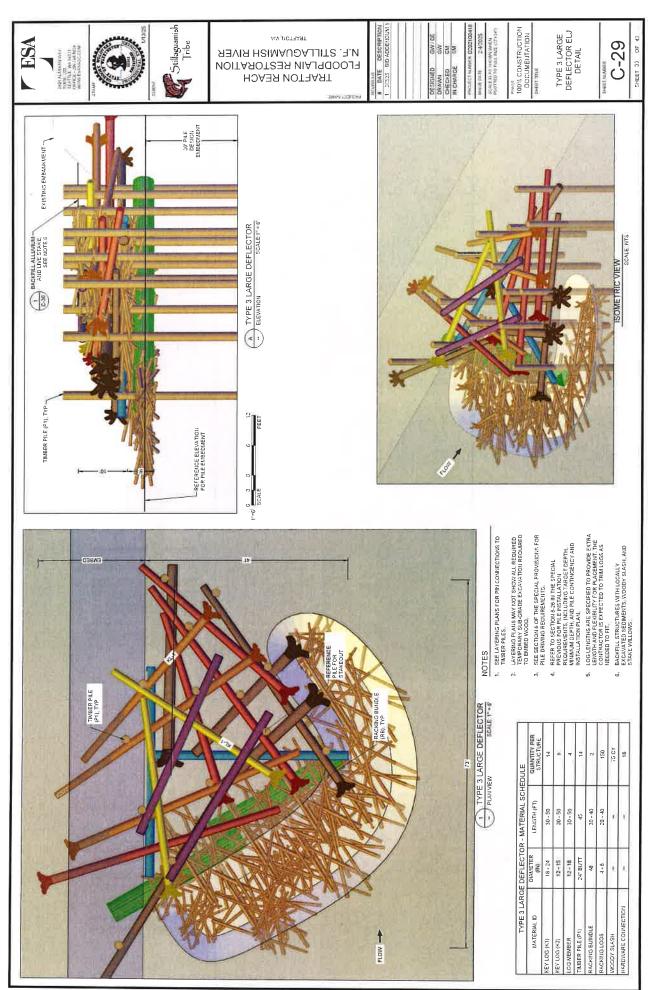




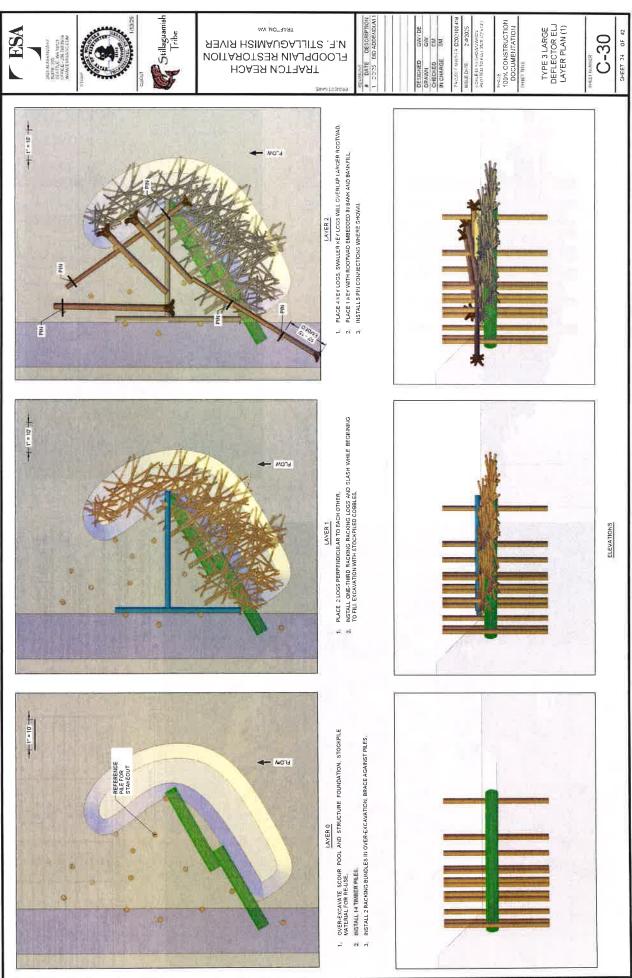








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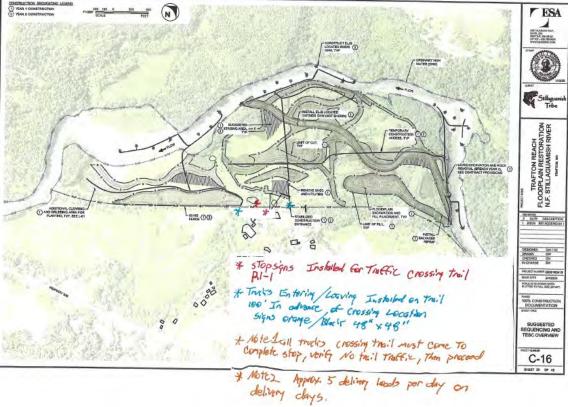


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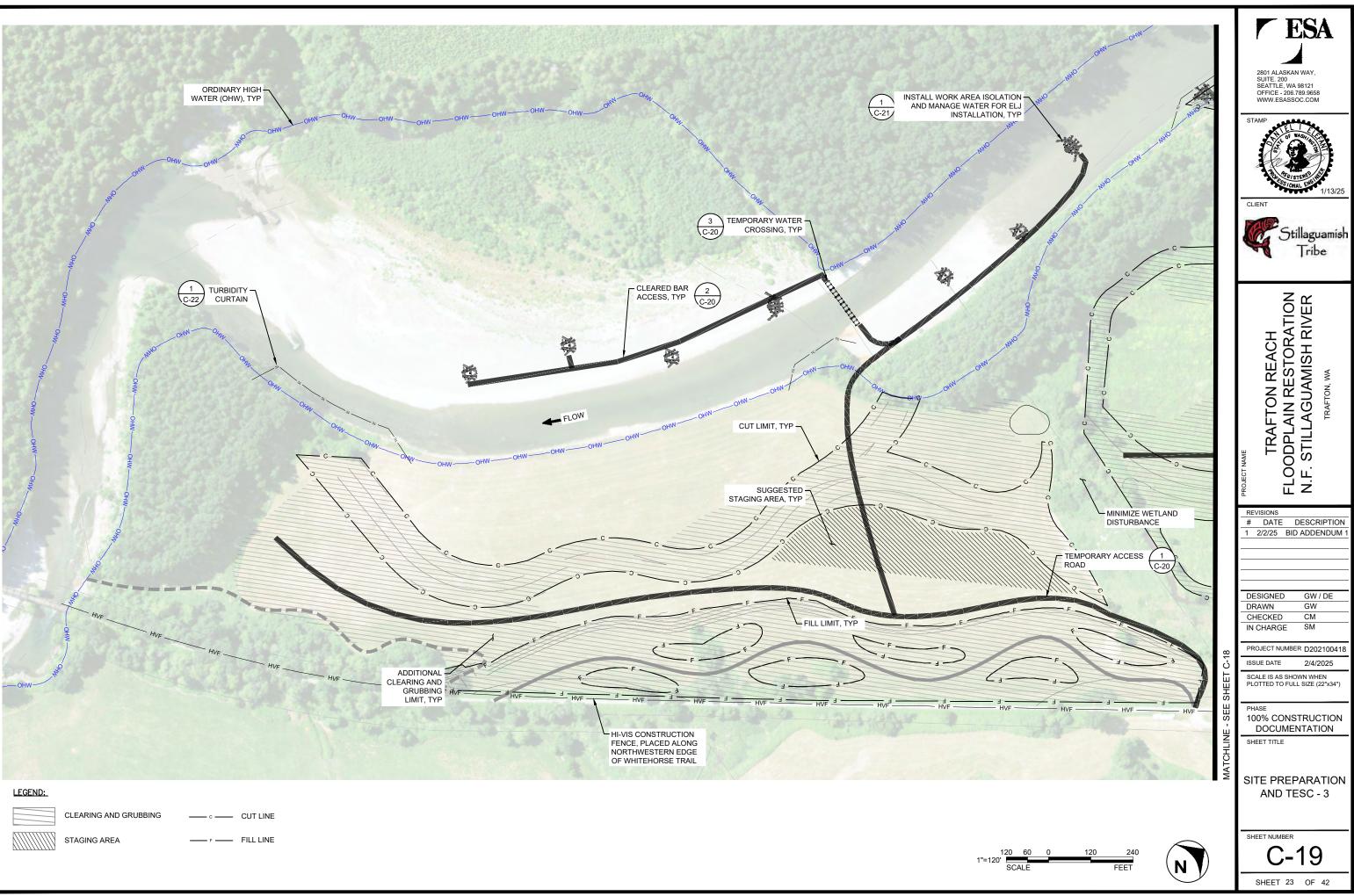
#### EXHIBIT D PEDESTRIAN TRAFFIC CONTROL PLAN RED CIRCLE DESCRIBE THE PEDESTRIAN TRAFFIC CONTROL LOCATION ON WHITEHORSE TRAIL DURING CONSTRUCTION

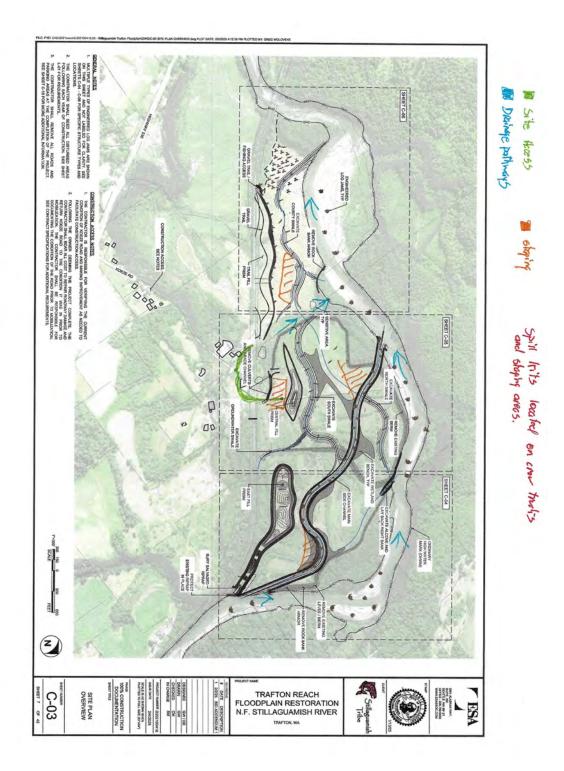


DESCRIPTION OF PLAN



### EXHIBIT E STAGING AREA PLAN





# APPENDIX E Form of Right-of-Entry for Post-Project Monitoring

## APPENDIX E

## SNOHOMISH COUNTY CONSERVATION AND NATURAL RESOURCES MONITORING RIGHT-OF-ENTRY

Ι.	Date:	
II.	Name:	Stillaguamish Tribe Of Indians Jason Griffith, Environmental Program Manager
	Address:	3322 236 <sup>th</sup> St NE Arlington, WA 98233
	Day Phone:	360-631-0868

III. Purpose: The purpose of this right-of-entry is to allow the Stillaguamish Tribe of Indians("Permittee"), or its agents, the right to use the hereinafter described lands ("Permitted Area") as depicted in Appendix B attached and incorporated herein by this reference, together with the right of ingress and egress, for post-construction re-vegetation, monitoring and maintenance of the Permitted Area as part of the Permittee's Trafton Floodplain Restoration project and as further described in the attached Appendix B.

IV. Premises Subject To This Right-of-Entry: As depicted in Appendix B. County Property Tax Parcel Number: 32063000100100 and a portion of Snohomish County Assessor's Tax Parcel Number: 32063000100400.

V. Total Fees: N/A – See Section VI.B

VI. Permittee MUST notify Snohomish County in the event of a change of address at: Department of Conservation & Natural Resources 6705 Puget Park Drive Snohomish, Washington 98296 Phone: (425) 388-6623

## **GENERAL TERMS AND CONDITIONS**

Snohomish County (the "County" hereinafter) hereby licenses Permittee as designated on page 1, paragraph II above to use the property described on page 1, paragraph

IV above for the purposes set forth on page 1, paragraph III above. This right-of-entry is subject to the following terms and conditions:

A. <u>Duration.</u> This right-of-entry shall remain in effect from the last signature below (the "Effective Date") for as long as the Permitted Area described on page 1, paragraph IV is owned by Snohomish County and remains as part of the Whitehorse Trail Corridor ("Trail");the right-of-entry is used in conformity with the purposes stated on page 1, paragraph III; the uses permitted under this right-of-entry remain compatible with the primary purposes of the Trail; as long as all fees continue to be paid and terms and conditions of this right-of-entry are met; and for no longer than five (5) years from the Effective Date. In the event of a change in the conditions stated above, County shall have the right to terminate this right-of-entry at any time upon giving the Permittee thirty (30) days written notice of its intention to do so. Said notice shall be good if served upon Permittee or deposited post-paid in the United States Post Office, addressed to Permittee at Permittee's post office address above stated. No portion of any payments made hereunder will be refunded upon termination of this right-of-entry'.

B. <u>Consideration</u>. This project will result in increased flood protection of the Premises, the construction of a new recreational trail on the Premises, and restoration of reach-scale river processes and salmon habitat in the Trafton Floodplain of the North Fork Stillaguamish River.

C. <u>Indemnification.</u> The Permittee agrees, to the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, to indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or natures arising out of, in connection with, or incidental to its use of the Premises. In addition, the Permittee shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its use of the Premises: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims.

This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Permittee or its Subcontractors, and the Permittee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Workers' Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Permittee.

In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party. In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Permittee.

In addition, the County shall be entitled to recover from the Permittee its attorney fees and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this right-of-entry.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this right-of-entry.

E. <u>Insurance Coverage.</u> By the execution of this right-of-entry, the Permittee, at its' own cost, shall have procured and will maintain for the duration of this right-of-entry, insurance as specified below in Minimum Scope and Limits of Insurance. The Permittee shall furnish the County with certificates of insurance and endorsements required by this right-of-entry. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

- 1. <u>General</u>. Each insurance policy shall be written on an "occurrence" form. By requiring the minimum insurance coverage set forth, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Permittee under this right-of-entry. The Permittee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 2. <u>Minimum Scope and Limits of Insurance;</u> The Permittee shall maintain limits as broad as, and with no less than,
  - i. <u>General Liability</u>: \$3,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.
  - ii. <u>Automobile Liability</u>: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
  - iii. <u>Workers' Compensation:</u> Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.
  - iv. Employers Liability Stop gap: \$1,000,000.
- 3. <u>Other Insurance Provisions and Requirements.</u> The insurance coverage(s) required in this right-of-entry for all liability policies except workers' compensation, if applicable, must contain, or must be endorsed to contain the following provisions:
  - i. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Permittee in connection with this right-of-entry. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsements shall be included with the

certificate of insurance, "CG 2026 07/04" and "CG 2037" current edition or equivalent are required.

- ii. The Permittee's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Permittee's liability to the County and shall be the sole responsibility of the Permittee.
- iv. Insurance coverage is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII. Any exception must be approved by the County.
- v. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County. If at any time any of the foregoing policies fail to meet minimum requirements, the Permittee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

F. <u>Nonexclusive Permit.</u> This right-of-entry shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting other permits or rights of like nature to other public or private entities, nor shall it prevent the County from using any of its roads, streets, and public places for any and all public use, or affect its jurisdiction over any part of them.

G. <u>Not a Property Interest.</u> Permittee agree that they do not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises by virtue of this right-of-entry or their occupancy or use hereunder. In authorizing this right-of-entry, County makes no representations, express or implied, concerning the County's rights in real property, or the Permittee' access rights to open, constructed county road systems.

H. <u>Assessments.</u> Permittee shall be required to pay any general or special assessments incurred by the County which are directly attributable to or arising from any actions, occupancy, and usage authorized herein.

I. <u>Right-of-Entry Conditions Must Conform to Law.</u> Snohomish County may at any time change, amend, modify, amplify or terminate any of the conditions herein enumerated, so as to conform to any applicable local, state, or federal law or regulation pertaining to the protection of the environment, or the public health, safety and welfare, as presently exists or may hereinafter be enacted, adopted, or amended. Snohomish County may terminate this right-of-entry if Permittee fail to comply with any such changes.

J. <u>Condition of Premises.</u> After construction, installation, or removal of facilities or equipment, Permittee shall restore, at Permittee' sole expense, the Premises to a condition which is equivalent in all respects to the condition they were in before starting work except as expressly stated herein. Permittee shall not disturb or damage the

Premises of operating or maintaining a facility without prior written approval from the Department of Conservation and Natural Resources of the County.

K. <u>Damage.</u> In the event that any damage of any kind is caused by Permittee in performing work authorized by this right-of-entry, Permittee will repair the damage at their expense. Repair work shall begin without delay and continue without interruption at a rate acceptable to the County until completed.

L. <u>County Work.</u> The County may at any time do, order, or have done any and all work considered necessary to restore to a safe condition any real or personal property left by Permittee on the Premises in a condition that appears dangerous to life or property and upon demand Permittee shall pay to the County all costs of such work, including materials and other expenses.

M. <u>Compliance with Terms and Conditions.</u> Permittee agrees to comply with all terms and conditions of this right-of-entry. Permittee shall respect and protect all property, contracts, persons and attendant rights that might be affected by the work or use authorized herein.

N. <u>Removal of Vegetation.</u> Permittee will not remove from the Premises any standing, dead, down, or diseased trees or brush without first receiving specific written approval from the Department of Conservation & Natural Resources of the County, unless such trees or brush pose an immediate hazard to persons or property. Non-emergency removal of vegetation may be approved after the Department of Conservation & Natural Resources and Permittee have met on site and tagged the vegetation to be retained and/or removed. The Department of Conservation & Natural Resources may require replacement, at the Permittee' expense, of any vegetation removed by Permittee.

O. <u>Removal of Debris</u>. Permittee, at Permittee's expense, will be responsible for the removal and disposal of all debris associated with the permitted activity as required by the Department of Conservation & Natural Resources.

P. <u>Removal Upon Revocation or Termination</u>. Upon revocation or termination of this right-of-entry, Permittee shall remove at Permittee's expense all facilities placed on the Premises by Permittee and shall restore the Premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities or to a condition which is satisfactory to the County. If Permittee have not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation or termination, the County may perform the work and charge all of the costs to Permittee, which costs shall be paid by Permittee upon demand.

Q. <u>Change of Grade.</u> When the county deems it advisable to change the alignment of grade of any real property or structure by grading, regrading, paving, improving, altering or repairing same, Permittee, upon written notice by the County, will at Permittee' sole cost and expense, raise, lower, move, change or reconstruct their facilities to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.

R. <u>Other Persons and Property.</u> Permittee agree to obtain information from other operators of facilities on or about the Premises regarding the location and current status of their installations before starting work. Private property owners and other persons in proximity to the Premises shall be notified when such persons or property is exposed to the possibility of injury or damage through performance of work on the facility authorized by this right-of-entry. Permittee shall make all advance arrangements necessary to protect such persons or property from injury or damage.

S. <u>Other Requirements.</u> The granting of this right-of-entry does not in any way relieve Permittee of any obligation under applicable law, including any obligation arising out of other County permit requirements, relating to performance of the work authorized by this right-of-entry. Permittee shall receive sign design approval from the County, through its Department of Conservation & Natural Resources, prior to sign replacement which is in addition to other regulatory requirements.

T. <u>Access to Books/Records.</u> The County may, at reasonable times, inspect the books and records of the Permittee relating to this right-of-entry.

U. <u>Compliance with Laws.</u> The Permittee shall comply with all applicable federal, state and local laws, rules, and regulations relating to their activities under this right-of-entry, including, but not limited to laws against discrimination.

V. <u>Conflicts Between Attachment and Text.</u> Should any conflicts exist between any attached exhibit and the text of this right-of-entry, the text shall prevail.

W. <u>Governing Laws and Stipulation of Venue.</u> This right-of-entry shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this contract must be brought in Snohomish County, Washington.

X. <u>Non-discrimination</u>. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this right-of-entry constitutes a certification by the Permittee of the Permittee's compliance with the requirement of Chapter 2.460 SCC. If the Permittee is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this right-of-entry may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Permittee's obligations under other federal, state, or local laws against discrimination.

Y. <u>National Pollutant Discharge Elimination System (NDPES)</u>. The Permittee shall comply with the NDPES Compliance Procedure attached hereto and incorporated herein as Exhibit C.

Z. <u>Limited Waiver of Sovereign Immunity.</u> The Permittee expressly reserves all of its inherent sovereign rights as a federally recognized Indian Tribe, including sovereign immunity from suit in any state, federal or tribal court without the Permittee's consent. By entering into this Permit, the Permittee hereby grants a limited waiver of sovereign immunity to the County only, subject to, and conditioned on the following:

- 1. This limited waiver of immunity shall not extend to interpretation of the Treaty of Point Elliot, 12 Stat. 927, or the rights reserved by the Permittee under that Treaty. This waiver of immunity shall not extend to, or be used for, or to, the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of the County.
- 2. To the extent that jurisdiction obtains, this limited waiver of immunity shall be deemed consent to jurisdiction only of the Snohomish County Superior Court.
- 3. The limited waiver of immunity in favor of the County shall commence and become effective as the effective date of this Permit and shall remain in effect for three (3) years from the ending date or early termination of this Permit. Notwithstanding any applicable statute of limitations or other law, upon expiration of the above three (3) year period, this limited waiver of immunity shall be deemed withdrawn without further action by the Tribe or notice to the County.
- 4. Except as authorized in subsection 6 below, nothing contained in this Permit shall be deemed consent to levy of any judgment, lien or attachment upon any assets, property or interest of the Permittee.
- 5. Nothing in this Permit or any activity of the Permittee shall implicate or in any way involve the trust assets or credit of the Permittee or any of its members.
- 6. The Permittee hereby expressly waives sovereign immunity to suit with respect to claims made relating to, or arising under, this Permit by any party, to interpret or enforce the terms of this Permit, or to a claim of indemnification by the County pursuant to this Permit. The limit for any claim of indemnification will be the insurance limit required by this Permit. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the County shall look only to the proceeds of the insurance procured by the Permittee herein and the policy of insurance obtained by the Permittee shall prohibit the insurer form asserting a defense of sovereign immunity to a claim made under the policy. The Permittee warrants its authority to and agrees to assign over to the County, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification obligation.
  - VII. Permittee agrees to the terms and conditions contained herein.

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

SNOHOMISH COUNTY PERMITTEE

Tom Teigen, Director Conservation & Natural Resources

Name

Title

Approved as to form only:

Deputy Prosecuting Attorney

Review By: () approved () other

County Risk Management

# APPENDIX B

## **Revegetation Plan for Snohomish County Parks Property**

Project: Trafton Reach Floodplain Restoration N.F. Stillaguamish River Prepared by: Jason Anderson, Riparian Ecologist, Stillaguamish Tribe Natural Resources Department March 31, 2025

This document is intended to provide information about native plant revegetation associated with the Trafton Reach Floodplain Restoration N.F. Stillaguamish River construction project. Information contained within focuses on the Snohomish County Parks portion of the project area (Map 1). For reference, Sheet No. L-01 depicts the entire project area (Map 2).

### Approach

Based on the size of the overall construction project (~230 acres), the Stillaguamish Tribe Natural Resources Department (NRD) and consultant Environmental Science Associates (ESA) propose to revegetate large portions of the area using native seed mixes. This approach is based on the assumption that native trees and shrubs (primarily cottonwood, alder, salmonberry, and willow) will recruit to exposed soils. We also assume that non-native, invasive plants will also establish in these areas of disturbance. By proactively seeding, we aim to jumpstart establishment of native plants. Follow-on monitoring will inform invasive plant/noxious weed control as well as supplemental native plant installation. The near-term goal (1-5 years) is to establish a native plant dominated vegetation community on areas disturbed during construction activities. Objectives include:

- Seeding with an erosion control seed mix
- Seeding with a woody-stem seed mix
- Controlling non-native, invasive plants
- Evaluating native plant establishment (density and diversity)

The NRD and ESA have identified seven (7) riparian restoration polygons on County Parks property (Map 1). Please note polygons 24 and 41 appear on the map but have been combined with polygon 34 for planning and planting purposes. Polygons 21, 29, 30, 43, 34, and 23 (Table 1) will be revegetated with erosion control (Table 2) and woody-stem seed mixes (Table 3) following construction while polygon 27 will be revegetated with erosion control and woody-stem seed mixes followed by native plant materials (Table 4), likely a combination of bare-root and containerized stock.

The erosion control seed mix consists primarily of a mix of six native grasses along with minor components of riverbank lupine and Douglas aster. The construction contractor will be responsible for applying this seed mix once construction activities are complete in fall 2025 and 2026. The method of application will be broadcasting (scattering by machine or hand). This mix is consistent throughout the entire project area.

The woody-stem seed mix consists of native woody-stem plants commonly associated with early seral riparian or floodplain vegetation communities. The composition and rates vary slightly by planting zone; for example, riparian deciduous and riparian mixed forest contain the same composition and rate. However, the mix for upland mixed forest and wet meadow-shrub mosaic differ from each other and from the riparian deciduous/riparian mixed forest. The NRD will be responsible for applying these seed mixes during winter 2025/26 and 2026/27 and method of application will be broadcasting.

#### Timing

Revegetation will follow construction activities. Based on the construction schedule, we anticipate that erosion control mix will be seeded on the County Parks property during fall 2025. In early 2026, the woody-stem mix will be seeded. However, if construction activities continue into 2026, the woody-stem mix will be seeded in early 2027. Installation of native plant materials will occur within polygon 27 during early 2026 and 2027. Monitoring of native vegetation establishment and invasive species presence will occur throughout the year, following the completion of construction, and will guide supplemental planting plans and invasive species control efforts. Please refer to the schedule for riparian restoration, which is presented in Figure 1.

Table 1. Proposed riparian restoration polygons, associated acreage, planting zone descriptions, and
plant/seed densities. Refer to Map 1 for Polygon FID locations.

Polygon_FID	Layer	Area_ac	Planting 2	Ownership	Est_LBS / ACRE	Est_LBS_Seed
23	L-HTCH-RIP-DECID-FORST	5.61	Riparian	County	3.35	18.8
21	L-HTCH-RIP-MIX-FORST	0.53	Riparian	County	3.35	1.8
29	L-HTCH-RIP-MIX-FORST	6.16	Riparian	County	3.35	20.6
30	L-HTCH-RIP-MIX-FORST	1.87	Riparian	County	3.35	6.3
43	L-HTCH-RIP-MIX-FORST	7.03	Riparian	County	3.35	23.6
34	L-HTCH-WET-MDW-SHRB	7.48	Wet Mea	County	1.75	13.1
27	L-HTCH-UPL-MIX-FORST	10.47	Upland N	County	2.85	29.8
					Est_PPA	Est_Plants
27	L-HTCH-UPL-MIX-FORST	10.47	Upland N	County	435	4553

Table 2. Erosion control seed mix including botanical name, composition & application rate.

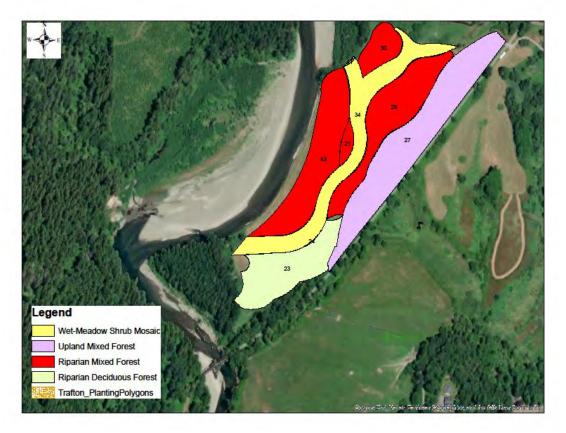
EROSION CONTROL							
Botanical Name	APPLICATION RATE (LBS/1000 SF)	APPLICATION RATE (LBS/ACRE)					
Agrostis exarata	0.005	0.21					
Bromus carinatus	0.113	4.93					
Deschampsia cespitosa	0.006	0.27					
Deschampsia elongata	0.134	5.85					
Elymus glaucus	0.353	15.37					
Hordeum brachyantherum	0.084	3.64					
Lupinus rivularis	0.010	0.43					
Symphyotrichum subspicatum	0.011	0.50					
TOTAL	0.716	31.20					

Table 3. Native woody-stem plant seed mixes including botanical name, composition & application rate.

	RIPARIAN DEC RIPARIAN MIXE		UPLAND MIX	ED FOREST	WET MEADOW/ SHRUB MOSAIC			
Botanical Name	APPLICATION RATE (LBS/1000 SF) APPLICATION RATE (LBS/ACRE)		APPLICATION RATE (LBS/1000 SF)	APPLICATION RATE (LBS/ACRE)	APPLICATION RATE (LBS/1000 SF)	APPLICATION RATE (LBS/ACRE)		
Alnus rubra	0.007	0.30	0.002	0.1	0.000	0		
Cornus sericea	0.007	0.30	0.000	0	0.011	0.5		
Mahonia aquifolium	0.005	0.20	0.005	0.2	0.000	0		
Oemleria cerasiformis	0.018	0.80	0.018	0.8	0.000	0		
Rosa nutkana	0.017	0.75	0.017	0.75	0.011	0.5		
Rubus spectabilis	0.011	0.50	0.011	0.5	0.011	0.5		
Symphoricarpos albus	0.011	0.50	0.011 0.5		0.006	0.25		
TOTAL	0.08	3.35	0.065	2.85	0.040	1.75		

## Table 4. Plant schedule for Upland Mixed Forest Polygon FID 27.

Botanical Name	Common Name	% of Mix	Spacing (FOC)	FID 27 Est_QTY
Abies grandis	grand fir	10%	20	114
Acer macrophyllum	bigleaf maple	20%	20	228
Alnus rubra	red alder	10%	20	116
Frangula purshiana	cascara	10%	20	116
Prunus emarginata	bitter cherry	5%	20	56
Pseudotsuga menziesii	Douglas fir	30%	20	341
Tsuga heterophylla	western hemlock	15%	20	177
Amelanchier alnifolia	serviceberry	10%	10	339
Vaccinium ovatum	evergreen huckleberry	5%	10	172
Polystichum munitum	western sword fern	5%	10	172
Mahonia nervosa	low Oregon grape	15%	10	511
Mahonia aquifolium	tall Oregon grape	5%	10	172
Acer circinatum	vine maple	10%	10	339
Sambucus racemosa	red elderberry	5%	10	172
Oemleria cerasiformis	osoberry	10%	10	339
Ribes sanguineum	red flowering currant	10%	10	339
Corylus cornuta	beaked hazelnut	10%	10	339
Rubus parviflorus	thimbleberry	10%	10	339
Symphocarpos albus	snowberry	5%	10	172



Map 1. Trafton Reach Floodplain Restoration N.F. Stillaguamish River Snohomish County Parks Property Polygons.

Map 2. Trafton Reach Floodplain Restoration N.F. Stillaguamish River Planting Overview.

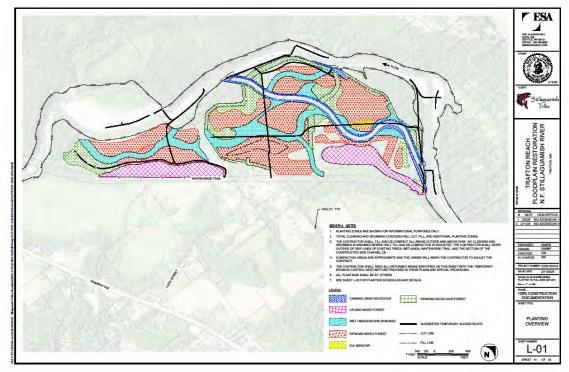


Figure 1. Proposed schedule for riparian restoration at Trafton Reach Floodplain Restoration N.F. Stillaguamish River project.

Date:	3/31/2025	Schedule	2025-2026	2026	2027				2028				2029				2030			
Polygon	_																			
FID	Zone	Area_AC Ownership	Q2-Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
2	7 Upland Mixed Forest	10.47 SnoCo		Seeding	Planting															
2	3 Riparian Deciduous Forest	5.61 SnoCo	c c	Seeding		Vogo	tation			Veget	tation			Veget	ation			Vegeta	ation	
2	1 Riparian Mixed Forest	0.53 SnoCo	ctio	Seeding		Surv				Surve			ent: ent:	Surve				Surve		
2	9 Riparian Mixed Forest	6.16 SnoCo	tru	Seeding			e Plant			Invasiv			erve anti	Invasiv				Invasive		
3	0 Riparian Mixed Forest	1.87 SnoCo	ons	Seeding		Con				Con			teser pplei Plan	Con				Cont		
4	3 Riparian Mixed Forest	7.03 SnoCo	Ŭ	Seeding		Con	troi			CON	troi		su su	CON	troi			Cont	101	
3	4 Wet Meadow Shrub Mosaic	7.48 SnoCo		Seeding																

#### EXHIBIT C



## Title: NPDES Procedure – All Parties

# **Document Information**

- 1. Procedure Type: Department
- 2. Procedure Owner:
- 3. Status: FINAL
- 4. Regulatory Source(s): OTHER Permit
- 5. Retention Schedule: 3 Year

Governing Department: Parks Todd McNeal, NPDES Lead Next Review: 09/01/2027 Other: Phase I Municipal Stormwater

**Designation:** Essential

**PURPOSE:** This Procedure outlines responsibilities of all parties under any contractual agreement with Snohomish County Parks & Recreation Division in regards to the <u>National</u> <u>Pollutant Discharge Elimination</u> <u>System (NPDES) municipal stormwater permit</u> held by Snohomish County

**THIS PROCEDURE APPLIES TO:** This Procedure applies to all parties (PART(Y/IES)) under contractual agreement with Snohomish County Division of Parks & Recreation (PARKS). Contractual agreements covered by this procedure include, but are not limited to, construction contracts, lease agreements, facility license agreements, right-of entry permits, special use permits and interlocal and interdepartmental agreements.

### **PROCEDURE:**

<u>AUTHORITY</u>: A Phase I Municipal Stormwater Permit, was issued to Snohomish County by Washington State Department of Ecology on July 1, 2024 as authorized by the State of Washington Water Pollution Control Law, Chapter 90.48 Revised Code of Washington (RCW), and the Federal Water Pollution Control Act. The permit requires the County to establish procedures that will eliminate, reduce or minimize pollutant discharges to surface waters.

<u>COMPLIANCE WITH OTHER LAWS</u>: Compliance with this procedure does not constitute waivers of the requirements of any other law or regulation; nor does it indicate compliance with any other law or regulation. Compliance with all applicable federal, state, and local laws and regulations is required.

<u>COUNTY ACCESS</u>: County personnel shall have reasonable access to all Park property to conduct annual inspection and maintenance activities, perform audits of user activities, and respond as necessary to all spills or other emergencies.

<u>SOURCE CONTROL</u>: SCC Chapter 7.53 requires any person storing or using materials that may contain contaminants in a manner that could result in prohibited discharges to streams, lakes, groundwater or the County's storm sewer to implement source control BMPs. Source control BMPs include, but are not limited to those described in Volume IV of the county Stormwater Management Manual. The PARTY shall be responsible for utilizing all known, available, and reasonable methods of prevention, control and treatment (AKART) to prevent pollution from entering waters of the state, and for providing the proper training to all individuals engaged in such activities. The PARTY shall conduct all activities in a safe, responsible manner and

in accordance with all governing regulations or laws. Activities that have the potential for being pollution generating and are subject to this requirement include, but are not limited to the following:

- Application of fertilizers and pesticides
- Building exterior cleaning and maintenance
- Chemical handling
- Cleaning of animal handling areas
- Dust control
- Fueling of equipment and vehicles
- Land disturbance activities (soil erosion)
- Landscape maintenance and vegetation disposal
- Maintenance of equipment and vehicles
- Paving operations
- Trash and pet waste management
- Vehicle washing
- Snow and ice control
- Maintaining roadside areas, including street sweeping

SPILL RESPONSE, CONTAINMENT AND REPORTING REQUIREMENTS: PARTIES that engage in activities that pose a risk of polluting waters of the state must have a spill response plan that addresses prevention, spill control, containment, cleanup, and response. A copy must be made available to PARKS at their request. Spill containment and cleanup kits must be readily accessible. All spills shall immediately be reported to PARKS by contacting the Parks NPDES Lead at (425) 309-6624 and to all appropriate agencies identified in the PARTIES Spill Response Plan.

<u>REVISIONS TO PROCEDURE</u> – This procedure shall be revised and updated as needed to adhere to Snohomish County Phase I Municipal Stormwater Permit revisions, or procedure modifications required by PARKS. All revisions shall be numbered and dated and provided to PARTIES.

### **RECORDS:**

Records associated with this procedure include the authorizing contractual agreement to which this procedure will be attached, documents associated with any spill reporting and any reports that staff generate associated with.

### **DEFINITIONS:**

Definitions applicable to this Procedure:

- "Contaminant" means a solid, liquid, or gaseous substance that, if discharged to a drainage facility, natural drainage system, receiving waters or groundwater, will alter the physical, chemical, or biological properties thereof to the extent that the discharge will render the facility, system, or water harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish, or other aquatic life. Contaminants may include, but are not limited to the following: trash or debris; construction materials; petroleum products including but not limited to oil, gasoline, grease, fuel oil or heating oil; antifreeze and other automotive products; metals in either particulate or dissolved form; flammable or explosive materials; radioactive material; batteries; acids, alkalis, or bases; paints, stains, resins, lacquers, or varnishes; degreasers and solvents; drain cleaners; pesticides, herbicides, or fertilizers; steam cleaning wastes; soaps, detergents, or ammonia; chlorine, bromine, or other disinfectants; heated water; animal wastes; sewage; animal carcasses; food wastes; bark, soils, sediment, rock and other fibrous materials; collected lawn clippings, leaves, or branches; dyes, except as allowed in SCC 7.53.090(11); and wastewater generated by commercial or industrial activities.
- "Discharge" means to throw, drain, release, dump, spill, empty, emit, or pour any matter into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to be thrown, drained, released, dumped, spilled, emptied, emitted or poured into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to flow, run, or seep from land into receiving waters, groundwater, a natural drainage system, or a drainage facility.
- "Drainage facility" means any part of a man-made physical system designed or constructed to collect, treat convey, store, or control the flow of stormwater. Drainage facilities include, but are not limited to, storm water conveyance and containment facilities, including pipelines, constructed channels and ditches, infiltration facilities, retention and detention facilities, stormwater treatment facilities, erosion and sedimentation control facilities, and all other drainage structures and appurtenances.
- o "Prohibited Discharges" means the following discharges to any drainage

facility, natural drainage system, receiving water, or groundwater within Snohomish County except as allowed in SCC 7.53.090 or conditionally allowed in SCC 7.53.095: (1) Any discharge not completely composed of stormwater; (2) Any discharge that causes or contributes to a violation of State Water Quality Standards or State Sediment Management Standards; (3) Any discharge that causes or contributes to a violation of any NPDES permit or State Waste Discharge permit issued to the county; (4) Any discharge that causes the county to be in violation of the State Underground Injection Control Program (Chapter 173-218 WAC); and (5) Any discharge that contains contaminants.

- "Source control best management practices" or "source control BMPs" means structures, equipment, supplies, or operations that are intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants.
- "Waters of the state" includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and watercourses including storm drainage systems and ditches within the jurisdiction of the state of Washington.

#### ACRONYMS:

BMP	Best Management Practice
CESCL	Certified Erosion and Sediment Control Lead
Ecology or DOE	Washington State Department of Ecology
IVM	Integrated Vegetation Management
NPDES	National Pollutant Discharge Elimination System
SCC	Snohomish County Code
SWM	Surface Water Management
SWPPP	Stormwater Pollution Prevention Plan

#### **REVISION TABLE**

Date	Description of changes
April 2024	Transferred to County template. Previously identified as 011b NPDES Procedure – All Parties.
Sept. 2024	Updated to reflect new permit, issued July 1, 2024

#### **APPROVAL TABLE** (highlighted area must always approve)

Role/Title	Approve	Notification of Change
Parks Division Director	Х	

Appendix E - Right of Entry for Interlocal Agreement with Stillaguamish Tribe for Trafton Project

Parks Division Manager – Short Range	Х	
Parks NPDES Lead	Х	
DCNR Contract Specialist		Х
Real Property Administrator		Х
Operations Supervisor		X
Property Officer		Х