INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE STILLAGUAMISH TRIBE OF INDIANS FOR THE TRAFTON FLOODPLAIN RESTORATION PROJECT

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 115th 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 115th 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. PRE-PROJECT IMPLEMENTATION

- 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 115th 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 115th 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 236th St NE Arlington, WA 98223 Phone: 360-631-0868

Email: jgriffith@stillaguamish.com

Fisheries Biologist Charlotte Scofield 3322 236th 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 shall be deemed given as of the date the same is deposited in the 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) General Liability: \$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. Other Insurance Provisions and Requirements. 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. The County requires this Endorsement to complete the Agreement.
 - (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, 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 so identified by the Tribe and the County determines that release of 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.

THE COUNTY:	THE TRIBE:
Snohomish County, a political subdivision of the State of Washington	Stillaguamish Tribe of Indians, a federally recognized Indian Tribe
By County Executive Director	By Title:
Approved as to Form:	Approved as to Form:
Deputy Prosecuting Attorney	

APPENDIX A Project Plans

STILLAGUAMISH TRIBE OF INDIANS TRAFTON FLOODPLAIN RESTORATION

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SUIT ALGORITANT SUITE 330 SEATH, VAN WEST GFREE 230: THE BLOS WWEENESS CON

100% DESIGN - FEBRUARY 2025 PROJECT LOCATION: TRAFTON, WASHINGTON







DATE DESCRIP

GW/ DE GW CM

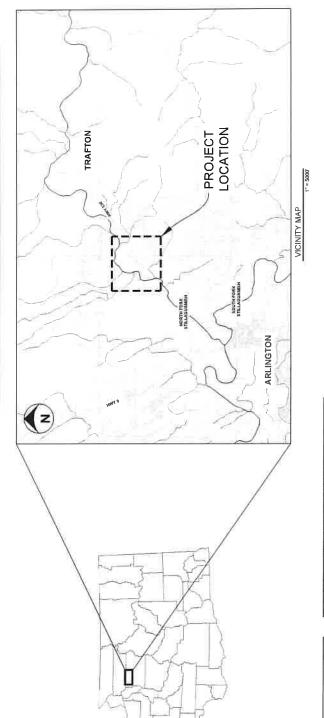
SENIOR ENGINEER.

SKY MILLER, PE
ENRINGNIMENTAL SCIENCE ASSOCIATES
2801 ALJSKAN WAY, SUITE 200
SEATTLE, WA 89121

100% CONSTRUCTION DOCUMENTATION

COVER SHEET

OF 42 9



C-17	SITE PREPARATION AND TESC - 1
C-18	SITE PREPARATION AND TESC - 2
C-19	SITE PREPARATION AND TESC - 3
C-20	TESC DETAILS - 1
C-21	TESC DETAILS - 2
C-22	TESC DETAILS - 3
C-23	TYPE I LARGE APEX ELJ DETAIL
C-24	TYPE 1 APEX JAM LAYERING PLAW (1)
C-25	TYPE 1 APEX JAM LAYERING PLAN(2)
92-3	TYPE 2 SMALL APEX ELJ DETAIL
C-27	TYPE 2 SMALL APEX ELI LAYERING PLAN(1)
C-28	TYPE 2 SMALL APEX ELJ LAYERING PLAN (2)
C-29	TYPE 3 LARGE DEFLECTOR ELJ DETAIL
C-30	TYPE 3 LARGE DEFLECTOR ELJ LAYER PLAN (I)
C-31	TYPE 3 LARGE DEFLECTOR ELJ LAYER PLAN (2)
C-32	TYPE 4 FLOODPLAIN ROUGHNESS ELL DETAIL
C-33	TYPE 4 FLOCOPLAIN ROUGHNESS ELJ LAYERING PLAN
C-34	TYPE 5 SWALE WOOD
C-35	ELJ DETAILS - 1
C-36	ELJ DETAILS - 2
L-01	PLANTING OVERVIEW
CO-T	PLANTING SCHEDULES

PROJECT TEAM	PROJECT SPONSOR:	JASON GRIFFITH THE STILLAGUAMISH TRIBE OF INDIA 3322 236TH ST NE ARLINGTON, WA 95223

CHARLOTTE SCOFIELD THE STILLAGUAMISH TRIBE OF INDIANS 3322 236TH ST NE ARLINGTON, WA 98223 PROJECT SPONSOR

PROJECT MANAGER J HYDRAUIJC ENGINEER
ENVIRONMENTAL SCIENCE ASSOCIATES
2801 ALSKKN WAY, SUITE 200
SEATTLE, WA 99121





GENERAL NOTES

- THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE OF THE STILLAGUAMISH TRIBLE OF PINDIANS AND THEIR ALTHORIED AGENIES, BEREATER BEFERRED TO AS COMMERCE OR "COMITMACTING, OFFICIER," THE "CONTRACTOR", OF THEIR SUBCONTRACTOR, IS THE PARTY SELECTED TO CONSTRUCT THE PROJECT.
- EWIRONMENTAL SCIENCE ASSOCIATES (ESA), HEREÁTER REFERRED TO AS "ENCINGER" IS RESPONSIBLE FOOT HER PREPARATION OF THESE ROBINAL IN THAS AND ASSOCIATED SPECIFICATIONS, SAND WILL NOT BE RESPONSIBLE FOOT ON LIABLE FOO HUMOTHORIZED CHANGE, OR NEE, OF THESE PLANS WHICH INCLUDES ALITERATION DELETION OR EDITING OF THIS DOCUMENT WITHOUT EXPLICIT WRITTEN PERMISSION FROM THE ENCINE OF THIS DOCUMENT WITHOUT EXPLICIT WRITTEN PERMISSION FROM THE ENCINE OF THIS DOCUMENT THIS PROMISSION FROM THE 7
 - MINOR MODIFICATIONS ARE EXPECTED TO SUIT JOB SITE DIMENSIONS OR CONDITIONS, SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK THE COWNER, VERNIERE, AND APPROPRIATE REGULATIORS AGENCIES SHALL BE INDIFIED OF ANY OWNER-ALTHORIZED CHANGE REGULATION OR NORE THAN A 10% DESIGN CHANGE OF PROPOSED EOTHERING OR THAT SIGNIFICANT A 10% DESIGN CHANGE OF PROPOSED EOTHERING OR THAT SIGNIFICANT OR THAT SIGNIFICANTLY AFFECTS THE INTENDED BENEFIT OR INDICATION OF A PROJECT ELEMENT.
- THE LOCATION OF ALL FEATURES SERVING SPROMMIN PROPROLATE TRAIL LOCATIONS SHALL BE FLAGGED BY THE COUNTRANT OF PRIOR TO CONSTRUCTION AND APPRAVED BY THE WIREST PRIOR TO COMMENCEMENT OF CONSTRUCTION THE ENGINEER RESERVES THE RIGHT TO ADJUST THE LOCATION OF STRUCTURES ON REJOUE FROM THE CONTRACT.
- THE CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS UNDINGS. THE CONDITION CONDITIONS UNDINGS. THE CONDITION CONDITIONS UNDINGS. THE CONDITION CONDIT
- 6. ALI MEROVIGENTS SALL DE ACCOMPLISATION INGER THE APPROVAL, INSECTION, AND METATESE CHAINS NOT THE WASHINGTON INSTALL COMPLY WITH TREES HANS AND THE WASHINGTON STATE DEPARMENT OF THE WASHINGTON WASHORD THE METATES INOTED OTHERWISE. ALL REFERENCES TO THE STANDARD SPECIFICATIONS STATE DEPARMENT OF THE WASHINGTON STATE DEPARMENT OF THANSPORTATION WASDOD, STANDARD SPECIFICATIONS FOR STATE DEPARMENT OF THANSPORTATION WASDOD, STANDARD SPECIFICATIONS FOR STANDARD SPECIFICATIONS. THE CONTRIDICATION CHARREST RETITION CONTRIBUTION OF THE REPORT OF THE STANDARD SPECIFICATION STATE CONTRIBUTION OF THE REPORT OF THE STANDARD SPECIFICATION OF THE REPORT OF THE STANDARD SPECIFICATION NOT THE STANDARD SPECIFICATION OF THE STANDARD
 - PILE DRIVING REDUIREMENTS ARE INCLUDED IN SECTION 8-28 OF THE PROJECT SPECIFICATIONS. Ξ
- 12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTORIST TO EXAMBLE THE PROCESS. FARE THE PROCESS. THE RESPONSIBILITY OF THE CHANGE OF THE CONTRACTOR AND SUBCONTRACTORIST THE CONTRACTOR SHAPE AND LOCAL CONDITIONS FARTICULARLY THOSE AFFECTION THE ANNUABILITY OF THE WORK. AND THE GENERAL AND LOCAL CONDITIONS FARTICULARLY THOSE AFFECTION THE ANNUABILITY OF TRANSPORTATION, THE DISPOSAL, HANDINGS. AND STORAGE OF MATERALS. ANALISEITY OF LAGON WHERE, LECENTERITY, ROLE COUNTRACTORIST, THE COUNTRACTORIST, THE CONDITIONS OF THE GROUND, SUBFACE AND SUBSIDIARLY FOR EXCENSIVE OF THE WORK. AND THE COSTS THEREOF. ANY FAILURE BY THE CONTRACTORIST AND SUBCONTRACTORIST. OR COLUMNAT THE RESERVENCE MATERIALS. CONTRACTORIST AND SUBCONTRACTORIST. THE WORK AND SUBCONTRACTORIST AND SUBCONTRACTORIST AND SUBCONTRACTORIST. AND SUBCONTRACTORIST AND SUBCONTRACTORIST AND SUBCONTRACTORIST AND SUBCONTRACTORIST. AND SUBCONTRACTORIST AND SUBCONTRACTORIST AND SUBCONTRACTORIST AND SUBCONTRACTORIST. 12
- CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE CONTRACT DOCUMENTS AND ALL SUBMITTALS REQUIRED TO THE OWNER FOR REVIEW AND ACCEPTANCE. 뀲 17
- ALL EARTHWORK QUANTITES ARE BASED ON A MEAT-LINE COMPARISON BETWEEN EXISTING AND FINISHED GRADE SURFACE, ON EXAMINION AND COMPACTION FACTORS HAVE BEELA PIPIED, ACTUAL EARTHWORK VOLUMES MAY VARY. 4

- EVERY REASONABLE EFFORT SHALL BE MADE TO CONDUCT THE ACTIVITIES SHOWN IN THESE PLANS, IN A MANNER THAT MINIMISES SHE AND VERSE MPACT ON WATER QUALITY. FISH HAND MIDLIFE, AND THE NATURAL 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 PERMITS ON THE JOB SITE, UNDERSTAND AND COMPLY COMBITIONS.
- ALL WORK THAT DISTURBS THE SUBSTRATE, BANK, OR SHORE OF A WATERS OF THE STATE THAT CONTRINE STATE IT WORK THAT CONTRINE STATE IT WORK STATE THAT WATERSOOT AS ALLOWED BY RELEVANT HORALULE WORK FERMINIST FROM STATE OF STA

A SEDIMENT AND ENGORN CONTROL PANA SHALL BE DEVELOPED BY THE CONTRACTOR AND SUBMITTED FOR A PREVAL BY OWNER ANDOR THE ENDINEER BEFORE ANY CONSTRUCTION MAY BEGIN THE SEDIMENT AND BROSION CONTROL TAN WILL DEMITTED BY SEDIMENT AND BROSION CONTROL TAN WILL DEMITTED BEST MAY DEVELOP BY AND SHARP AND SHALL FOR SUBMENT TO SEDIMENT TO SEDIMENT TO SEDIMENT TO

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ACTIVITIES SHALL BE DESIGNED AND CONSTRUCTED TO AVOID AND MINIMAZE ADVERSE INPACTY OF SITE TAY OF EDEBAL WITHEN TO THE MAXIMAL EXTRUIT PAACHTICAL THROUGH THE USE OF PRACTICAL ALTERNATIVES. ALTERNATIVES HALL BE CONSIDERED INALUDE THOSE THAT MINIMALE THE MANIBER MAD EXTENT OF INAVARTER WORK AND COUNTRIEST DATE TO WESTEAM OF THAT THE WORK AND COUNTRIEST OF INAVARTER.

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AT NO TIME SHALL SEDIMENTLADEN WATER BE DISCHARGED OR PUMPED DIRECTLY INTO THE UBLECT RIVER, STREAM, OR WETLAND, WATER SHALL BE DISCHARGED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE PROJECT PERMITS ANDOR SPECIFICATIONS.

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THE CONTRACTOR SHALL BE RESPONSIBLE FOR WIPELMENTING ALL TEMPORANT EFFOSION CONTROL WASHINGS SHALL BE IN ACCORDANCE WHILE BE THE REPOSION CONTROL WASHINGS SHALL BE IN ACCORDANCE WHILE HE RESPONSIBLE FOR THE MINISTERANCE AND PERFORMANCE OF THE THAPPORARY EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF THE PROJECT.

- ALL ACTUTIES THAT INVOLVE WORK ADJACENT TO, OR WITHIN THE WETTED CHANNEL. SHALL AT ALL TIMES REAURIN CONSISTERT WITH ALL APPLICABLE WITER OUALITY STRAINBARDS AND MANAGEMENT PRACTICES ESTRAILISHED PURSOANT TO THE CLEAN WITER ACT OR PURSOANT TO APPLICABLE STATE AND LOCAL LAW.
- IF AT ANY TIME, AS A RESULT OF PROJECT ACTIVITIES, FISH ARE OBSERVED IN DISTRESS, A FISH KILL COCCHS, OR WATER OUALITY PROBLEMS DEVELOP (RICLUDING EQUIPMENT LEAKS OR SPILLS), OPERATIONS SHALL CEASE AND THE OWNER SHALL BE NOTFIED MEMBONYELY.

UNIESS NOTED OTHERWISE ON THE PLANS THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKED DURING CONSTRUCTION.

PERMIC COURTIONS CONTINUA SECUEL FEQUIPACIONES TOR THE CONTROL OF ERROSION AND THE AND THRIBIDITY FROM FROADER OF AND THRIBIDITY FROM FROADER OF AND THRIBIDITY FROM FROADER OF THE PROJECT OPERATIONS THAT FOR OWNER. TO BE STOPPED UNITED CONCENTRATIONS ANDION DIMANONS WILL CAUGHS OF THE PERMITTED CONCENTRATIONS ANDION DIMANONS WILL CAUGHS WORK TO BE STOPPED THE IMPROVED REACTIOES ARE IN REFECT AND THE PROBLEMS CONTROLLED. THE CONTRACTOR IS COMPLETED THE CONTROLLED. THE CONTRACTOR IS COMPLETED. AND THE PROBLEMS CONTROLLED. THE CONTRACTOR IS COMPLETED.

CONTRACTOR SHALL LIMIT MACHINERY MOVEMENT TO CONSTRUCTION AREAS DEFINED ON SITE PLAN OR IDENTIFIED AS ACCEPTABLE BY THE ENGINEER OR OWNER.

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ALL EXTERNAL GREASE AND OIL SHALL BE PRESSURE-WASHED OFF EQUIPMENT PRIOR TO MOBILIZATION TO THE SITE, ALL EQUIPMENT OPERATING BELOW OHWM SHALL UTILIZE READILY BIODEGRADABLE. VEGETABLE-BASED HYDRAULIC FLUIDS (8-01-3(1)CG). THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO PETROLEUM PRODUCTS, NORANGLIC FLUID, SEDIMENT-ALDEN WATER CHEMICALS, OR ANY OTHER TOXIC OR DELETEROUS MATERIALS ARE ALLOWED TO ENTER OR LEACH INTO THE SUBJECT RIVER, STECAM, OR WETLAND.

- THE CONTRACTOR SHALL MANITAIN A SET OF PLANS ON THE JOB SHOWING "AS-CONSTRUCTED" CHANGES MADE TO DATE, JUPON COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL SUPPLY TO GOMER A SET OF PLANS, MARIKED UP TO THE SATERACTION OF THE COMPLEX RETECTING THE REACONSTRUCTED MODIFICATIONS.
- ELEVATORS SHOWN ON THE PLANS FOR TOE OF SLOPE, TOPS OF BANKS, THALLINEG, GRADE, COUTRIDLS, ET AL ARE BISED LIOUN THE TOROGRAPHIC HARDAMITON SHOWN ON THE PLANS, THE COUTRIANCHES SHALL VERIFY ALL NECESSARY SURFACE ELEVATIONS IN THE PLANS, THE COUNTRACTOR SHALL VERIFY ALL NECESSARY SURFACE RELATIONS AND PROPER ORIENTATION OF THE WORN FACILITIES SECONE BREAKING GROUND AND PROPER ORIENTATION. THE WORNER SHALL BE COMPACTED IN THE EVENT ELEVATIONS ARE INCORRECT OF THAT THE ROPER ADJUSTMENTS CAN BE MADE BY ENGINEER PROPER OTHER PROPER ADJUSTMENTS CAN BE MADE BY ENGINEER PROPER OTHER PROPERS.

DATUM NOTES:

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

TRAFTON REACH

DESCR BID ADDE

GW / DE GW SM

FOLLOWING CONSTRUCTION, SITE RESTORATION WILL INCLUDE DE-COMPACTION AND TEMPORARY SEEDING. OF STARSILE REGISON, PROTECTION MESSARSE. EDUINHENT AND SECESS SUPPLIES WILL BE REMOVED AND THE WORK AREA WILL BE CLEANED, AMBINITATION FOR THE MENY CONSTRUCTED RESTORATION PROJECTS AREA NATION/PATED TO GOOGUR PERODICALLY.

NO TREES OR WETLAND VEGETATION SHALL BE REMOVED UNLESS THEY ARE SHOWN ON WOTED TO BE REMOVED ON THE PAUNS ON A DISECTAL VERBLING DIVISITE BY THE CONTRACTING OFFICER, ALL TREES CONFLICTING WITH REGAING SHALL BE REMOVED TO STARDING SHALL BE REMOVED WITH STARDING SHALL BE REMOVED WITH STARDING SHALL BE REMOVED WITH STARDING SHALL BE REMOVED TO SEE REMOVED.

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



100% CONSTRUCTION DOCUMENTATION PICALE IS AS SHOWN WHEN RICTED TO FULL SIZE [22]

CONSTRUCTION NOTES

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IF HIGH WATER LEVEL CONDITIONS THAT CAUSE SILTATION OR E ENCOUNTERED DURING CONSTRUCTION, WORK SHALL STOP UNTIL THE SUBSIDES,

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N.F. STILLAGUAMISH RIVER FLOODPLAIN RESTORATION

	100		THE CONTROL OF STREET SOUNDERS OF THE STREET	וווסר ושפר	
SEGMENT	STATION	EASTING	NORTHING	CURVE	DELTA
5	00+0	1,339,160.2	457 014 7	ì	ţ
5	10+33	1,338,164,1	457 290 0	309.9	121* 31' 09"
2	16+91	1,337,783.8	456 905 5	Ê	Ė
C2	17+06	1,337 788 2	456 890 4	334,0	77* 14' 20"
13	21+57	1,337 628 3	456,505,3	1	ì
5	21+85	1,537,603,1	456,491,5	450.9	30*54'57"
3	24+29	1,337,369.3	456,435,9	ī	1
C4	26+43	1,337,155,4	456,443,7	846.8	52* 31, 36*
12	34+19	1,336,471,6	456,136,7	Ē	į)
5	36+28	1,336,338.6	455,875,6	836.4	37* 28' 17"
97	41+75	1,335,081,2	455,893,2	ű	1
90	41+86	1,335,871,2	455,690,9	523.0	2B* 41' 40"
17	44+57	1,335 634 1	455,565.9	1	ī

SECMENT	STATION	EASTING	NORTHING	CURVE	DELTA
5	00+0	1,336,492.8	456,992.2	1	91
01	3+61	1,336 386.8	456 647 2	395,8	38" 04" 30"
12	6+24	1,336 234 6	456,438.7	1	Ť
65	7+62	1,336 121.6	456,360 1	321.9	79° 46' 23"
L3	12+10	1,336,012.8	455 961 9	ı	t
2	14+14	1,336,097,9	455,776.0	1	ì
12	15+14	1,336,139.7	455,684.8	1	39.
5	17+76	1,336,217,1	455 435 1	535,9	38° 04° 37°
P7	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"
רז	27+29	1,336,059.0	454,513.2	1	ï
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	1	(i)
90	33+59	1,335,818,5	453 892 1	344,3	73" 41" 15"
67	38+02	1,335,651,5	453,614.4	1	ã
C7	38+35	1,335 658 9	453 582.1	307,4	62 43 43
L10	41+72	1,335,558.0	453,278 5	ı	ũ
CB	42+38	1,335 507 6	453,235.8	381.8	37* 04' 10"
111	44+85	1,335,381.8	453,028.2	ţ	1
63	45+52	1,335,367,1	452,962.8	318.5	74* 48' 53"
1.12	49+68	E 070 3FF 1	20.00	Ŋ	1

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NTY SW	ALE INLET AU	COUNTY SWALE INLET AUGNMENT CONTROL TABLE	ITROL TABLE	
STATION	EASTING	NORTHING	CURVE	DELTA ANGLE
1+87	1,335,519,3	454 192.4	517.1	49° 40' 27"
6+35	1,335,651,6	453 778.7	ı	ı

	DELTA	İ	36.17.47	ĩ	20" 37" 39"	É	9 49'07	ä	29" 04' 52"	ī	.04.25.01	
ROL TABLE	CURVE	ij	37,7	10	81.7	1	5,18	ā	81,7	ï	813	
CULVERT REMOVAL ALIGNMENT CONTROL TABLE	NORTHING	455,017,2	455,020.9	455 015 0	454 936 3	454 916 3	454 825 7	454,813.8	454,733,2	454,702.4	454,670.2	
EMOVAL ALIG	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	
CULVERTRE	STATION	00+0	0+55	0+79	2+24	2+54	3+67	3+81	4+71	5+12	2+70	40.0
	SEGMENT	LI.	20	2	C2	13	63	14	C4	r)	C2	

ij	SOUTHS	WALE ALIGNA	SOUTH SWALE ALIGNMENT CONTROL TABLE	L TABLE	
SEGMENT	STATION	EASTING	NORTHING	CURVE	DELTA
П	00+0	1,336,919,3	456,363,9	ı	1
	2+49	1 336,818.2	456,136.3	173.6	76* 02' 00"
	4+78	1 336 870 2	455,928,9	į.	t
П	5+32	1,336,911,9	455 896.5	209.1	110" 58' 18"
	2+37	1,336,891,5	455.552.5	ŧ	E
	10+38	1,336,753.4	455,469.2	647.4	53° 50' 05"
	17+07	1,336,443.2	454.871.9	ű.	-1
	17+95	1.336,435.4	454,884,3	436.4	78* 09 44"
	23+90	1,336,052,3	454.489.4	1	1

SEGMENT	STATION	EASTING	NORTHING	CURVE	DELTA
5	12+20	1,336 991,2	455,705.6	549,9	56* 44' 37"
10	17+64	1 337 513 4	455 684.4	1	ğ
C2	18+12	1 337 554 4	455,660,0	236.8	74* 34' 55"
12	21+20	1 337 839.4	455 692 9	Ĩ	1

	ALCC	VE ALIGNMEN	ALCOVE ALIGNMENT CONTROL TABLE	ABLE	
SEGMENT	STATION	EASTING	NORTHING	CURVE	DELTA
5	2+78	1,337,669.0	457 286 5	508.8	50* 05* 17*
-	7+23	1,337 241.1	457 237 5	10	I
C2	8+64	1,337,120.8	457 163 5	710.5	24* 17:04
7	11+65	1,336,838.9	457,064.1	1	ā
5	12+11	1,336,793.9	457 058 3	1333.2	4, 33, 42
23	13+17	1.335.689.2	457 040 7	1	3

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DESCRIPTION NORTHING EASTING

TYPE 3 LARGE DEFLECTOR ELJ CONTROL TABLE

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QUANTITIES AND STAKEOUT POINTS

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TO STAKEOUT POINTS ARE NOT PROVIDED FOR ELLS YOR GEONSTRUCTED OUTSIDE. THE LOCATION OF THESE STRUCTIVES ARE APPROXIMATE AND THE CONTRACTOR SHALL PROVIDE STAKEOUT FOR THE CONTRACT REPRESENTANCE TO CONTRACT REPRESENTANCE ASSERVED.

1,336 277 56

458,244,82 457,069,05 456,926,12

1 335 684,11 1,335,292,65 1,335 157 98

454 928 62

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1,338 805 29

457 183,31

457,937,21

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DESCRIPTION NORTHING EASTING

TYPE 1 LARGE APEX ELU CONTROL TABLE

ELJ CONTROL TABLES

GENERAL NOTES:

458,154,72 1,338,077,21

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DESCRIPTION NORTHING EASTING

TYPE 2 SMALL APEX ELL CONTROL TABLE

1,337,613.93 1,337,395,30 1,335,597,48 1,335,475.86 1,335,369,54 1,335,092.48 1,334,784,62

457,999,60 457,927,97 456,218,19 456,015 80 455,753.31 454,410,44 453 655.61 453,440,36 453,167,29

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1,335,396,90

454,655.13

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1,334,889,85

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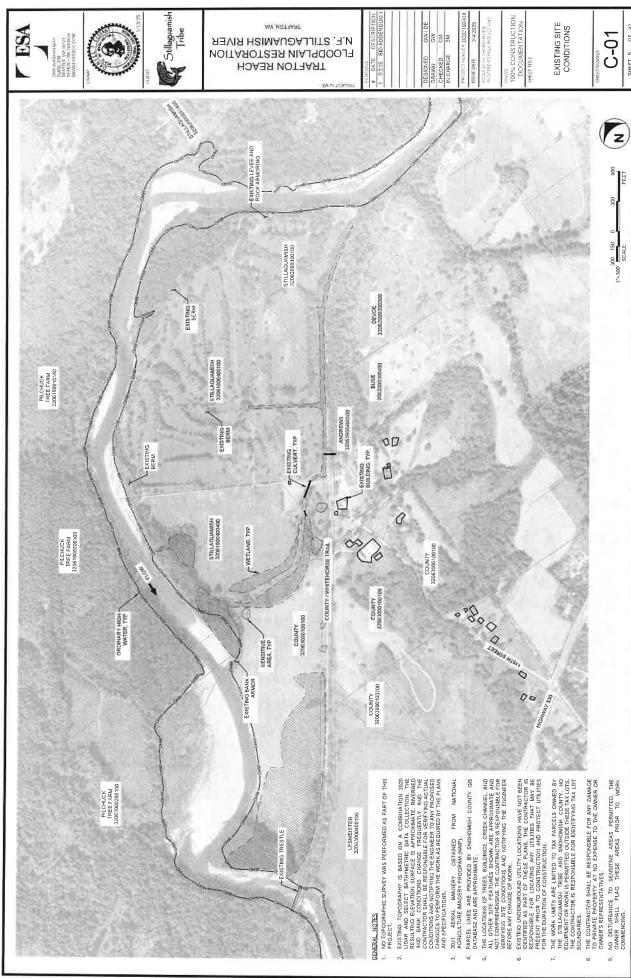
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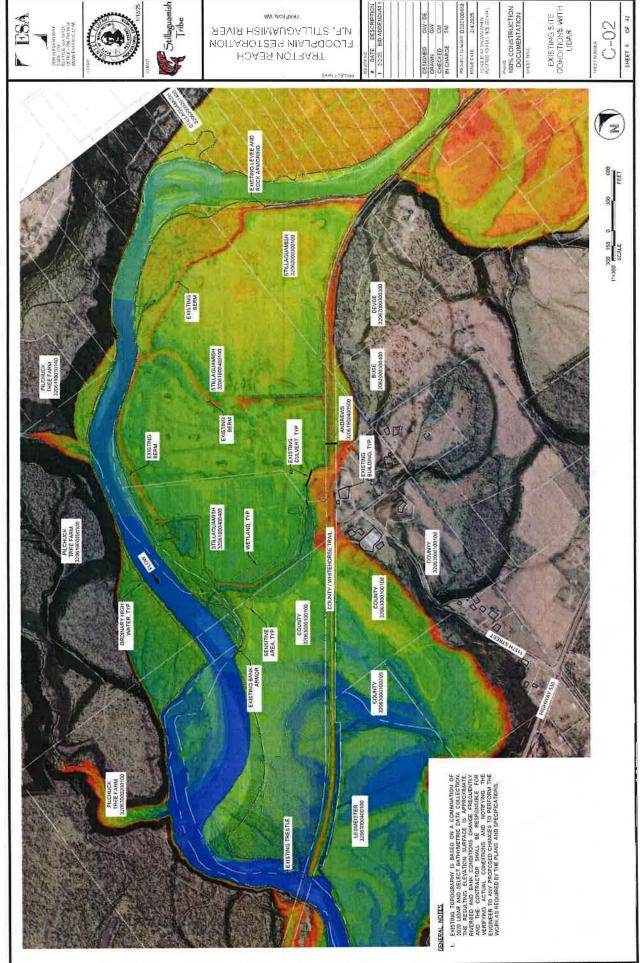
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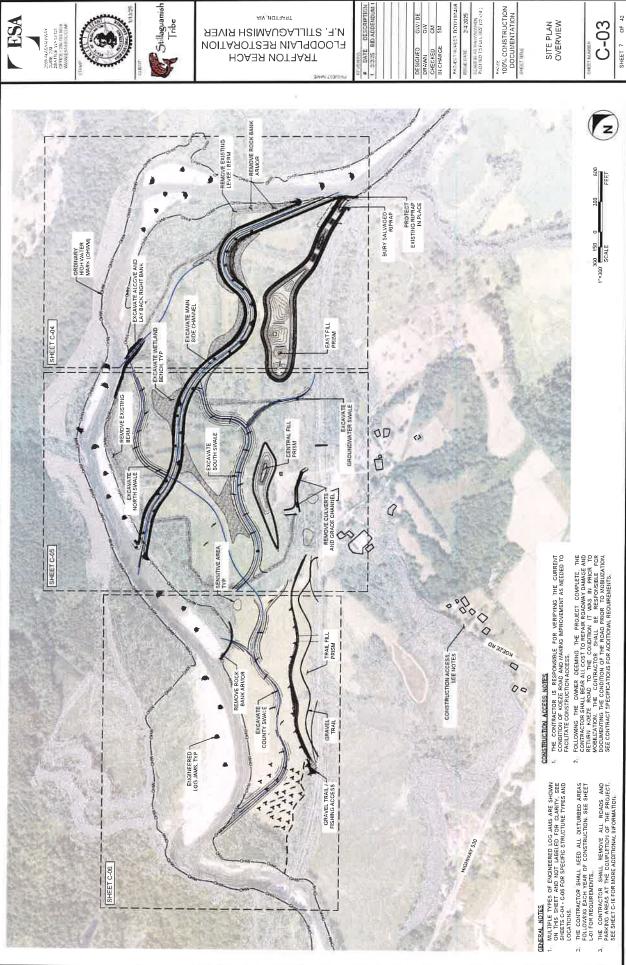
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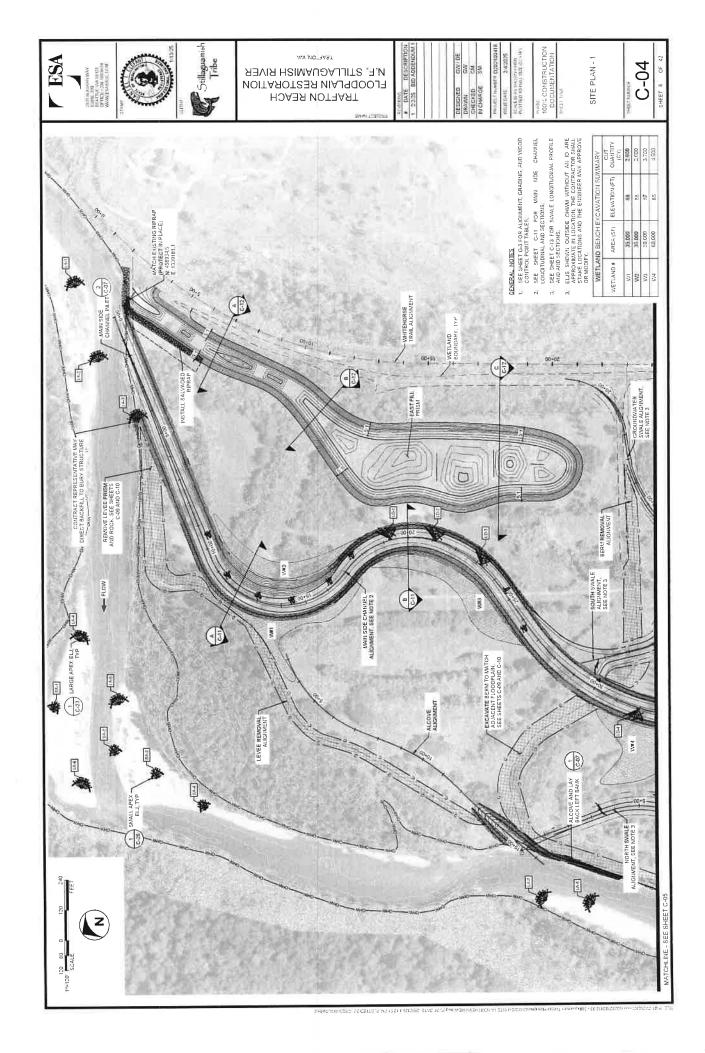
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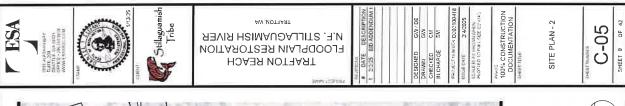
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	NORTH	NORTH AMERICAN DATIM, 1983	NORTH AMERICAN VERTICAL DATUM 1988	NOT IN CONTRACT NOT TO SCALE	ON CENTER	PROTECT IN PLACE	PROPOSED	PREPARTION SOLIABLE EEET	STATION	TEMPORARY EROSION AND SEDIMENT CONTROL	TOP OF BANK	TYPICAL	US GEOLOGIC SURVEY	VERIFY IN FIELD	WASHINGTON WAS CUNCTON DEPARTMENT OF EIGH AND MAIL DATE	WASHINGTON DEPARTMENT OF TRANSPORTATION	WATER OUALITY	HORIZONTAL: VERTICAL							TITLE / NAME	ON / ELEVATION SCALE												
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ABBREVIATIONS	APPROXIMATE		CUBIC FEET	CENTERLINE CORRIGATED METAL PIPE	CRUSHED SURFACING BASE COURSE	CUBIC YARD	DIAMETER BREAST HEIGHT	DIAMETER DIGITAL SI EVATION MODEL	DEMOLITION	EXISTING GRADE	ELEVATION	ENGINEERED LOG JAM (ELJ)	FEET	FINISHED GRADE	HYDRAULIC PROJECT APPROVAL	LINEAR FEET	LUMP SUM	MAXIMUM	NATIONAL AGRICULTURE IMAGERY PROGRAM	NOTE / DETAIL REFERENCING		SECTION REFERENCE LETTER LOCATION OF SECTION)	DETAIL REFERENCE NUMBER	ĺ	t												
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organization continues	THE CONTRACT OF THE PARTY OF TH	PROPERTY LINE	RIGHT-OF-WAY	ORDINARY HIGH WATER MARK (OHW)	BUILDING / STRUCTURE FOOTPRINT		CUSE OF TAVEMENT CONCRETE	ROCK ARMOR AND RUBBLE / RIPRAP	CHRON STIGITION OF CONTREES ON THE CONTREES OF CONTREE			BERM REMOVAL HATCH	ARA HUTTONS > IABIT THE	_	WETLAND				LEGEND - SITE PREPARATION, ACCESS, AND TESC	CLEARING AND GRUBBING				TEMPORARY CLEARED ACCESS ROUTE	STABILIZED CONSTRUCTION ENTRANCE	CLEARING AND GRADING LIMIT	HI-VISIBILITY CONSTRUCTION FENCE	TURBIDITY CURTAIN		PROTECT TREE	6	REMOVE / SALVAGE TREE				P(4) 1-2		

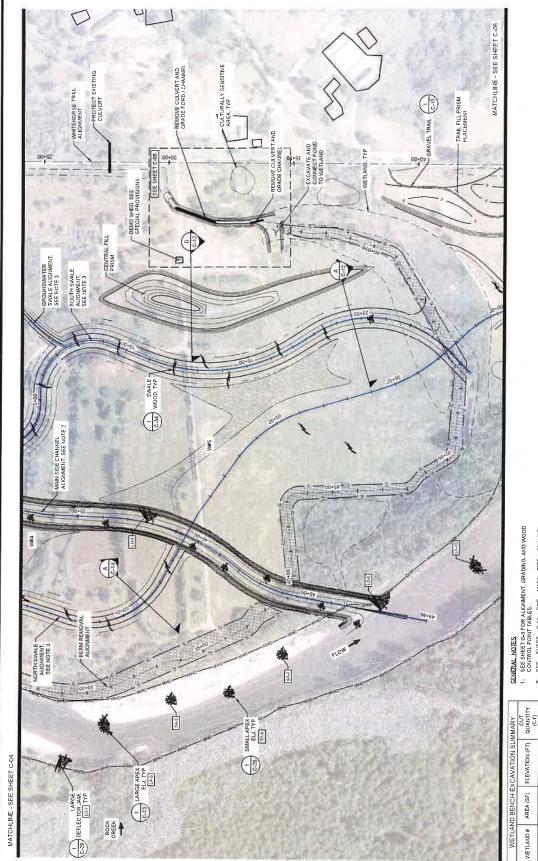














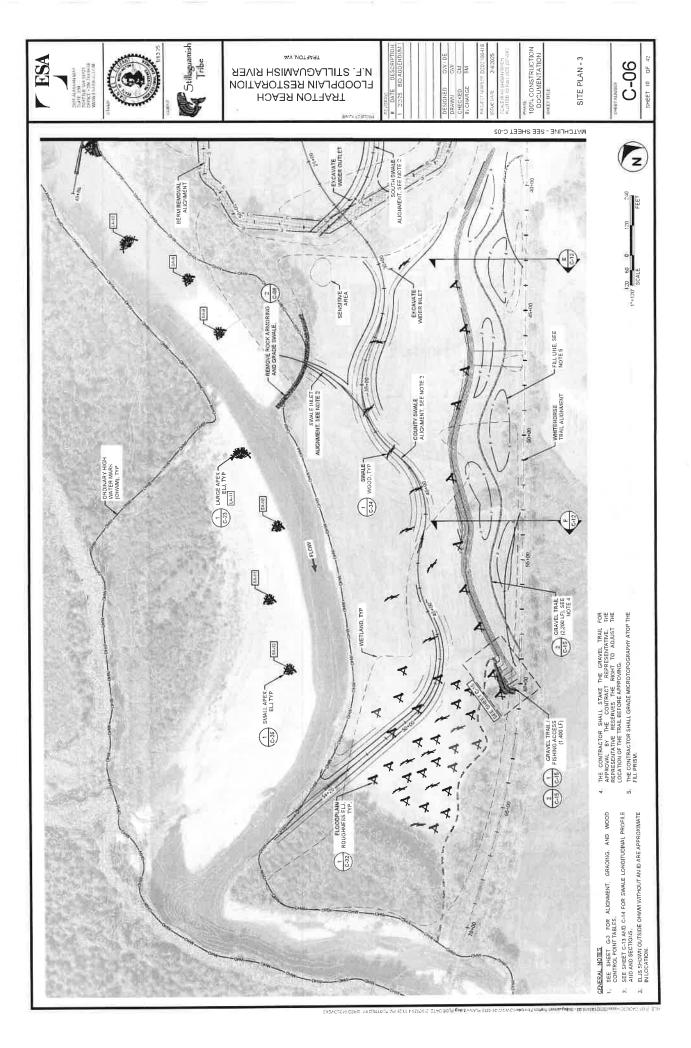


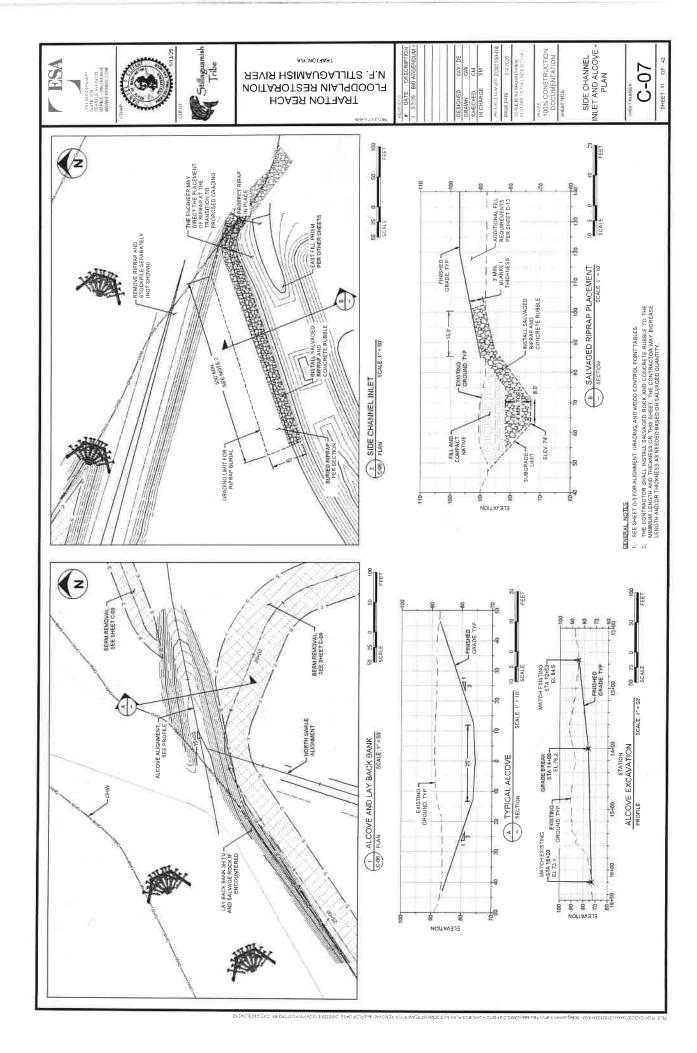
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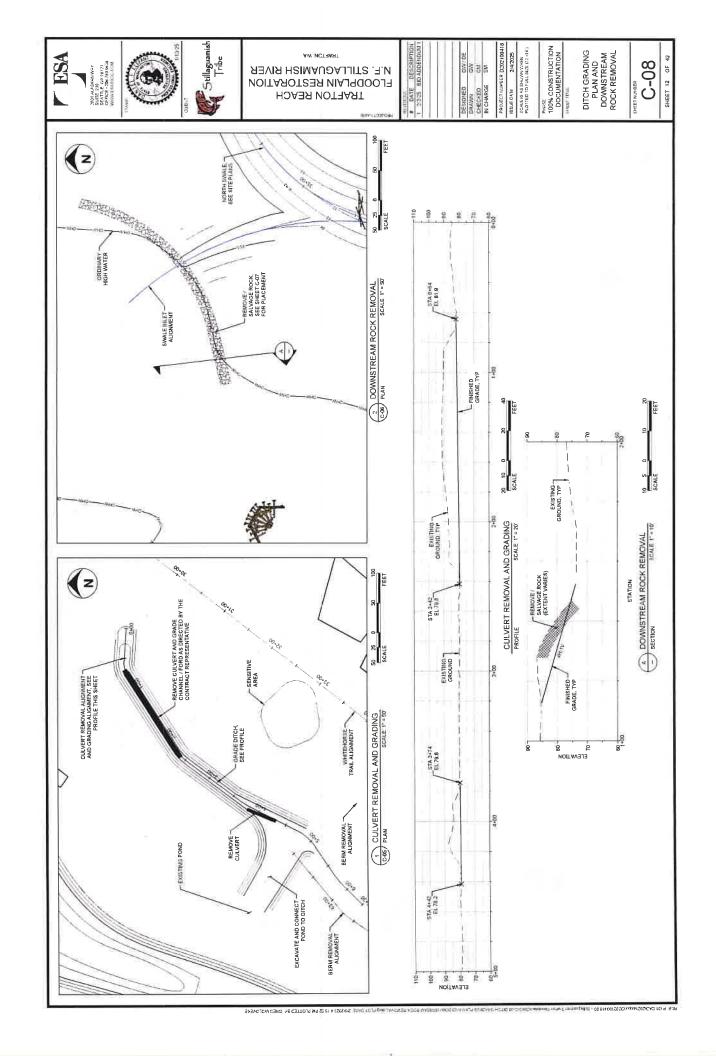
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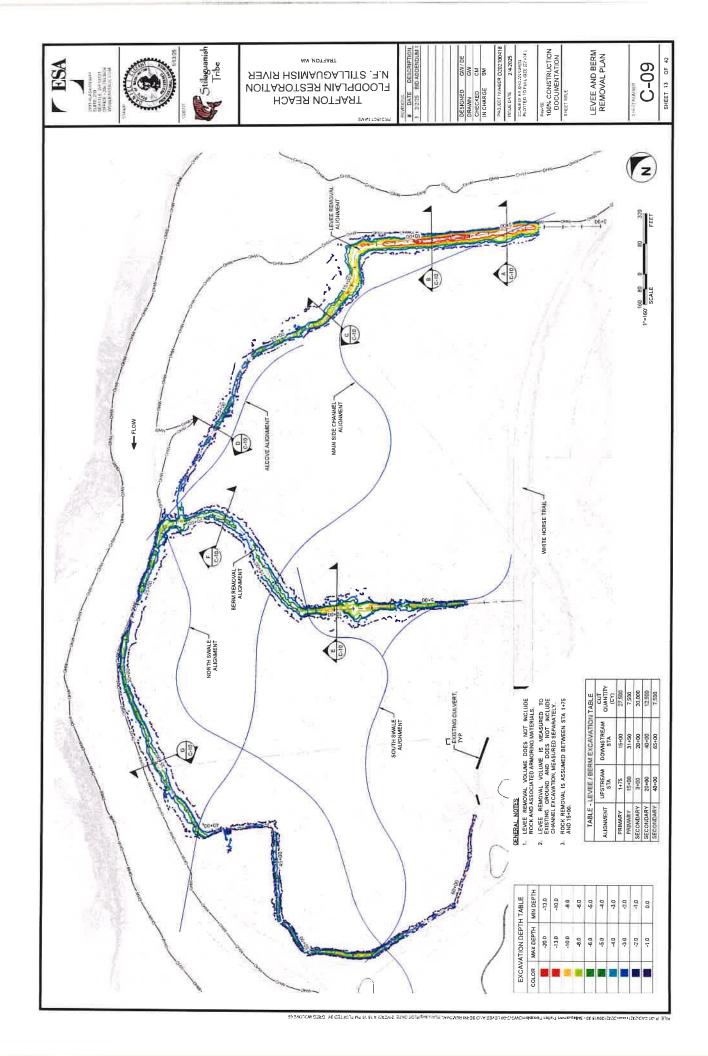
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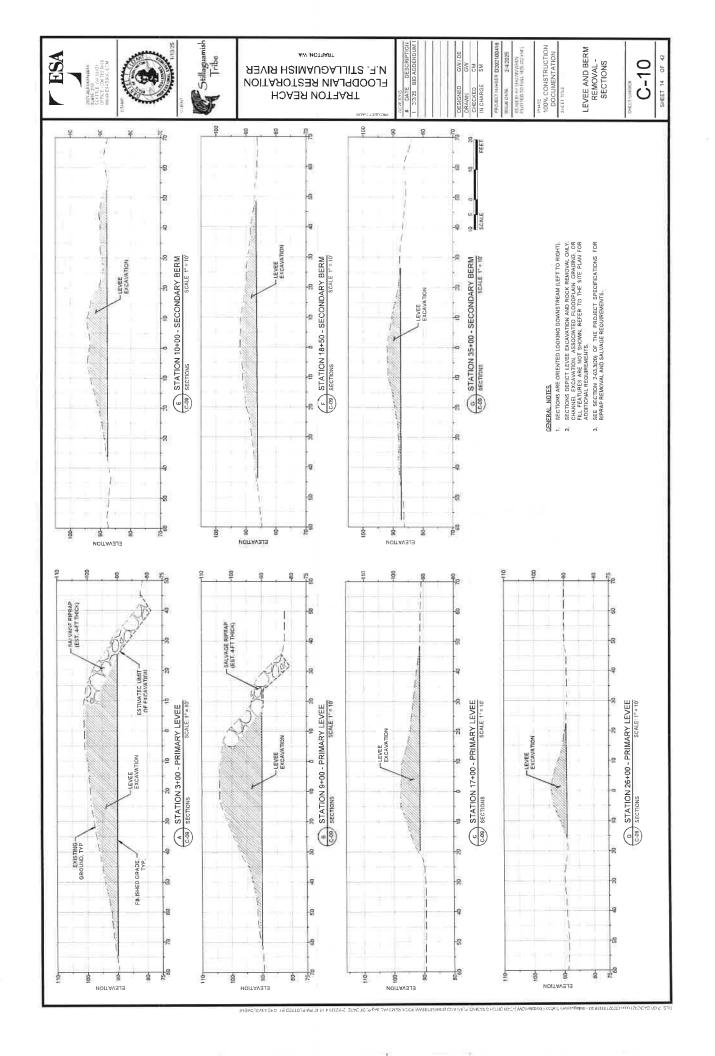
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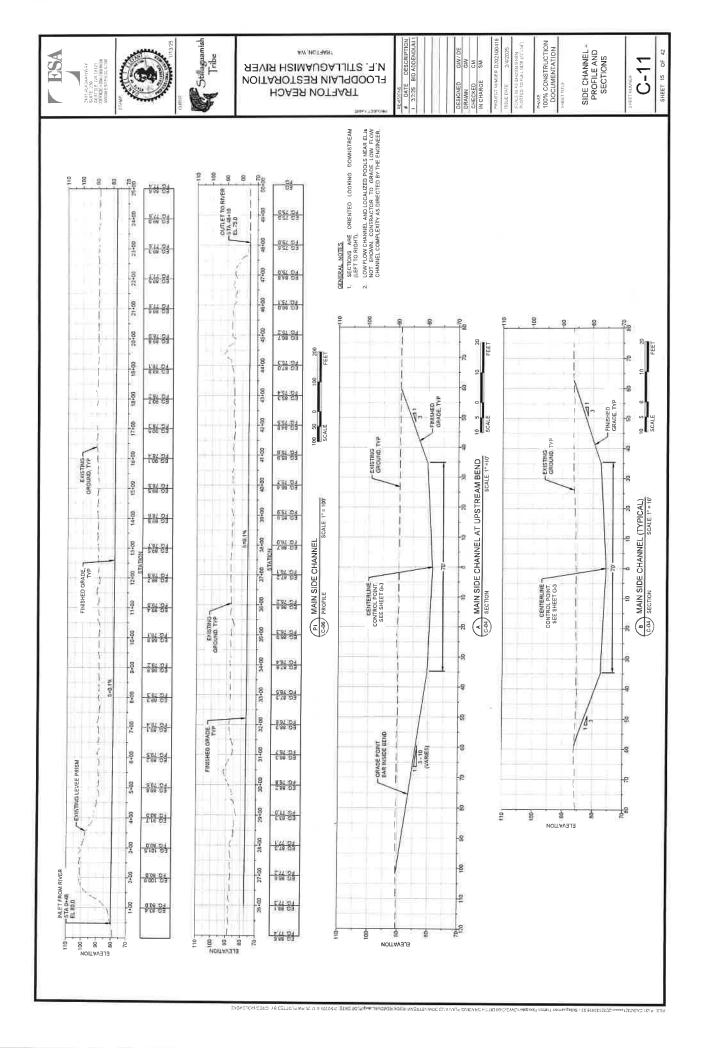


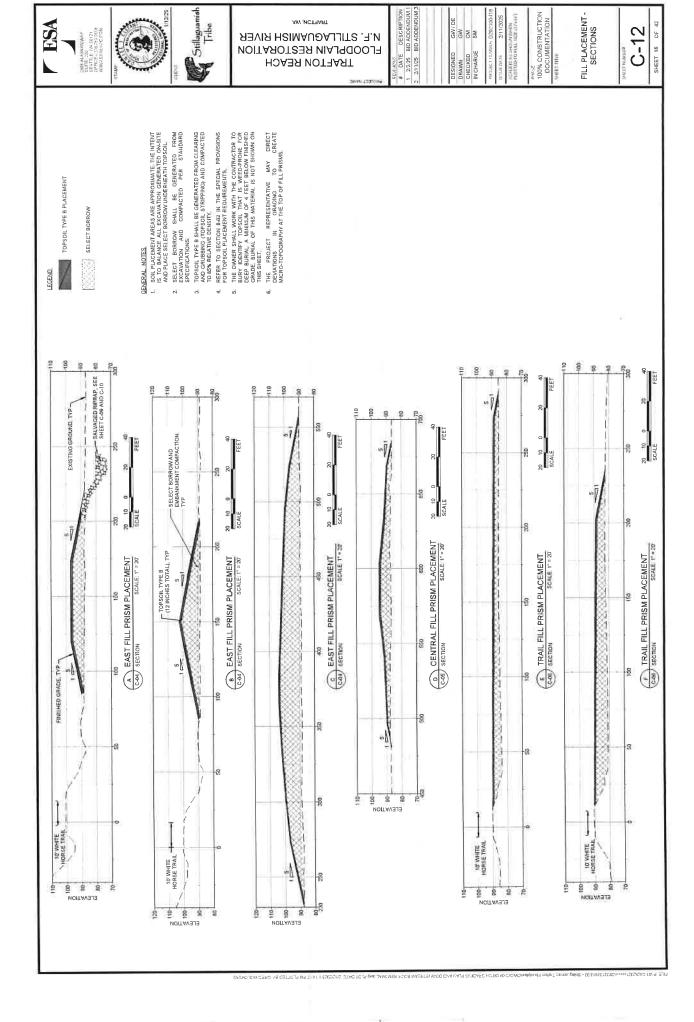


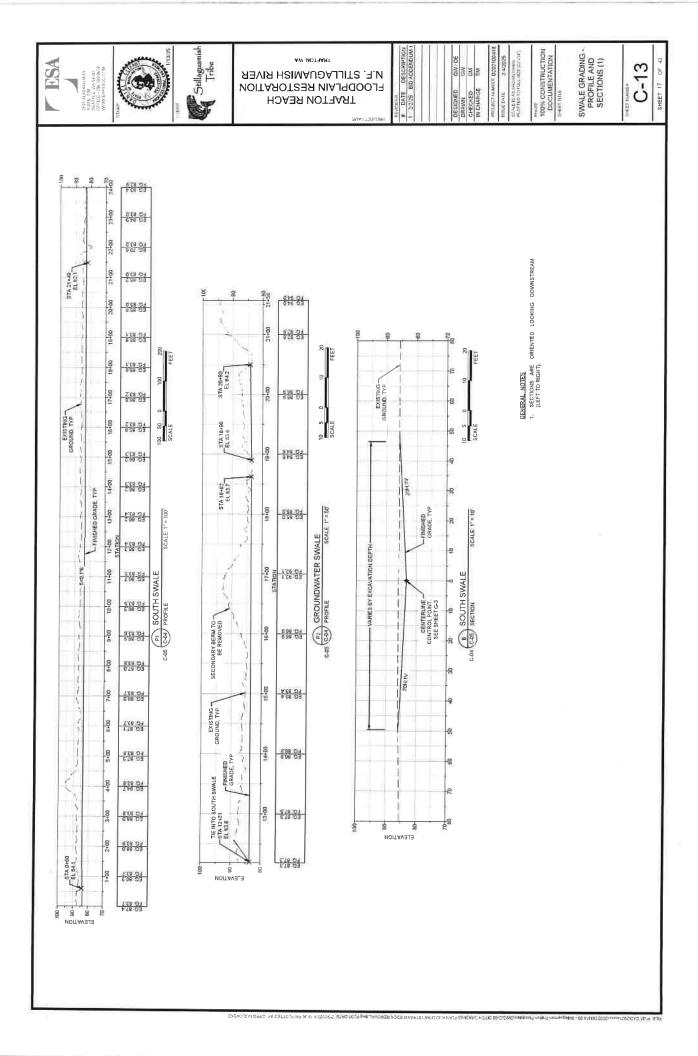


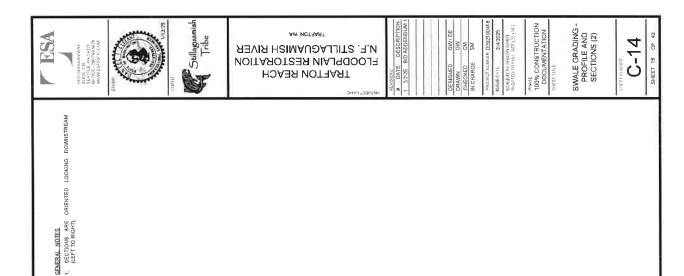


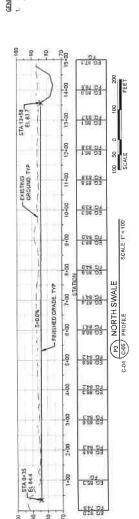


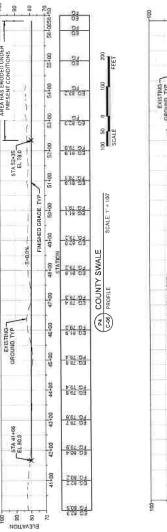


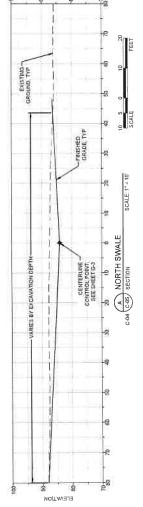


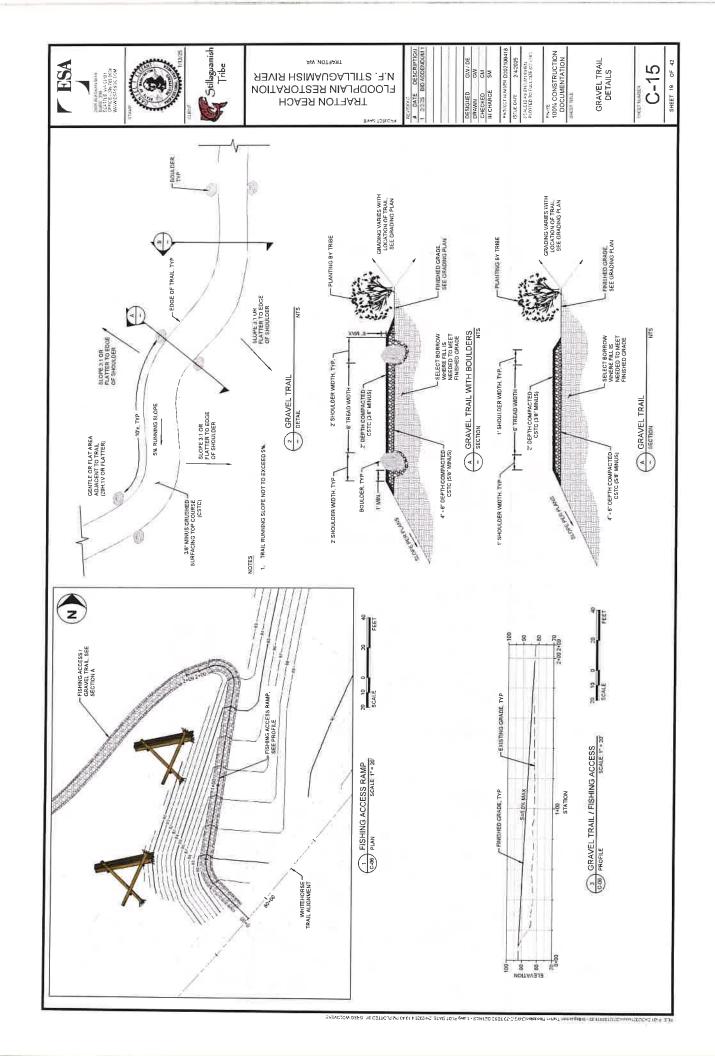


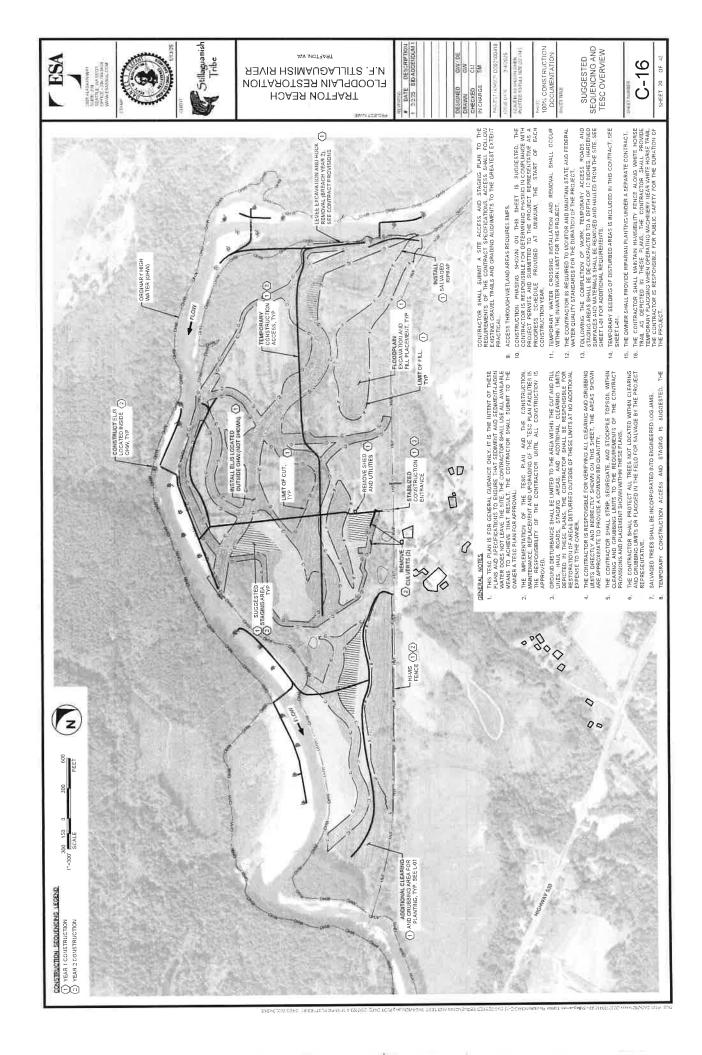


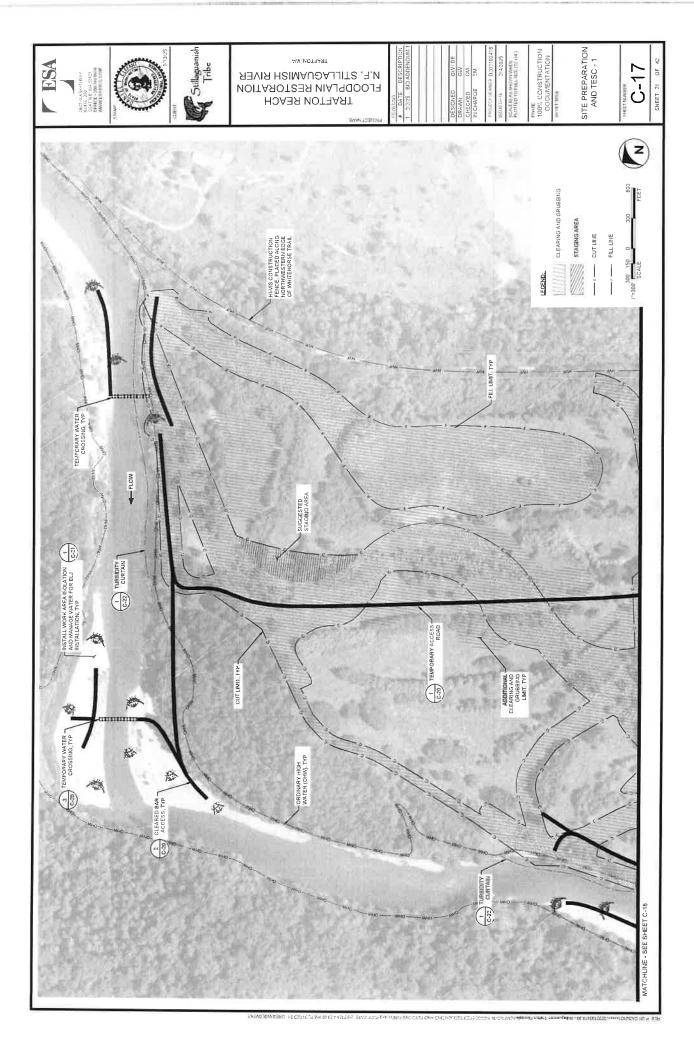


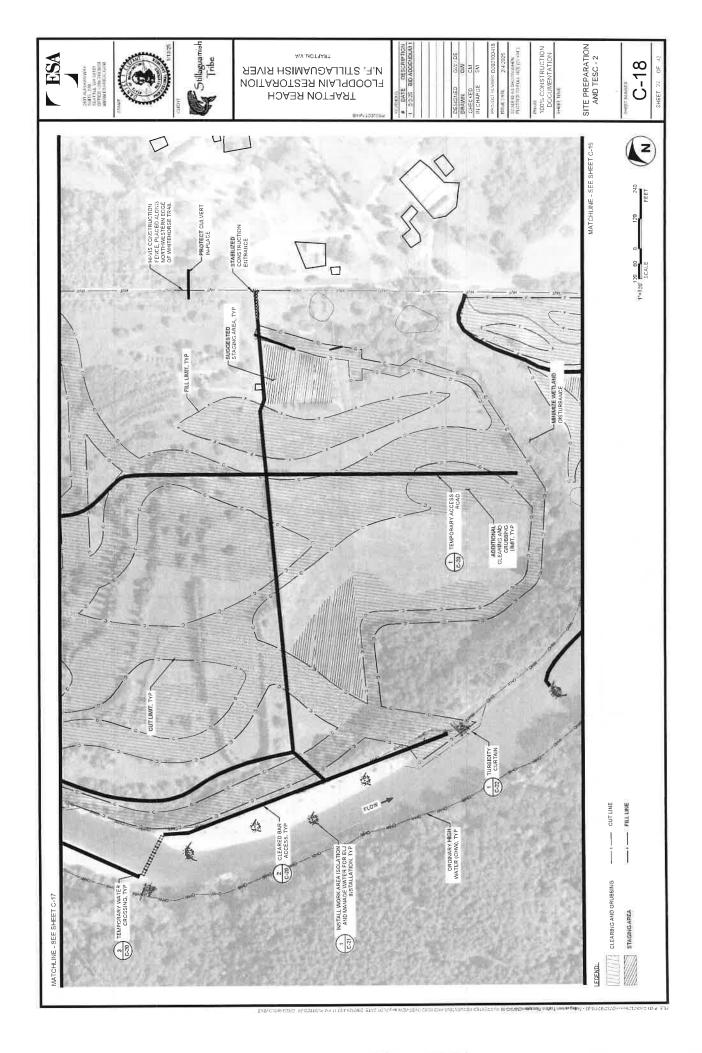


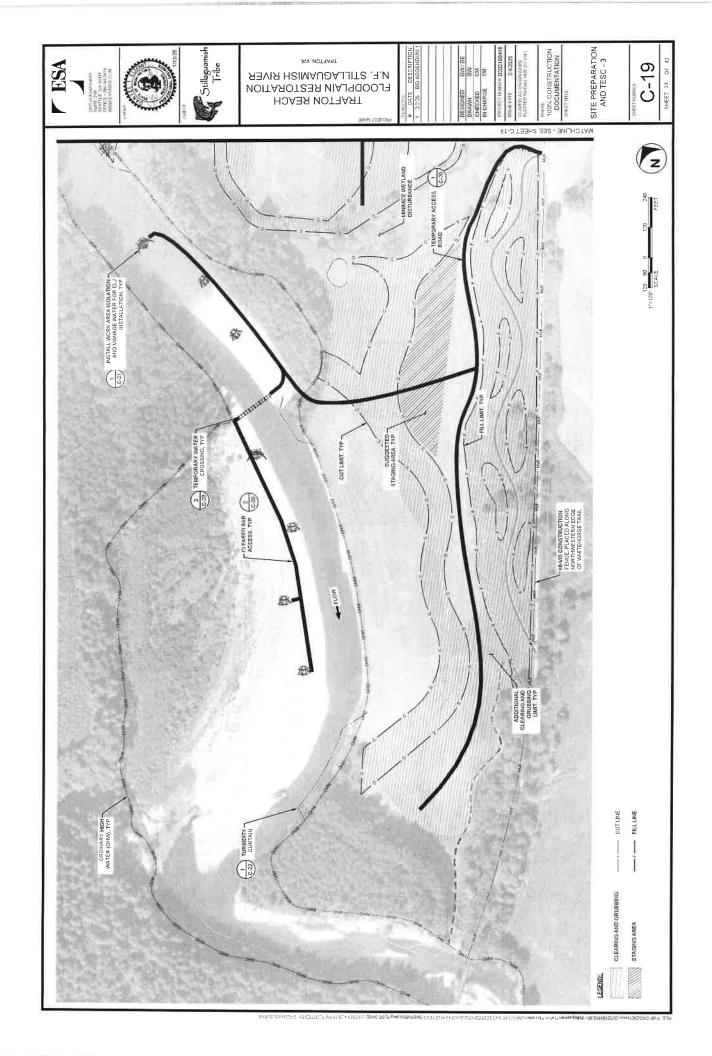


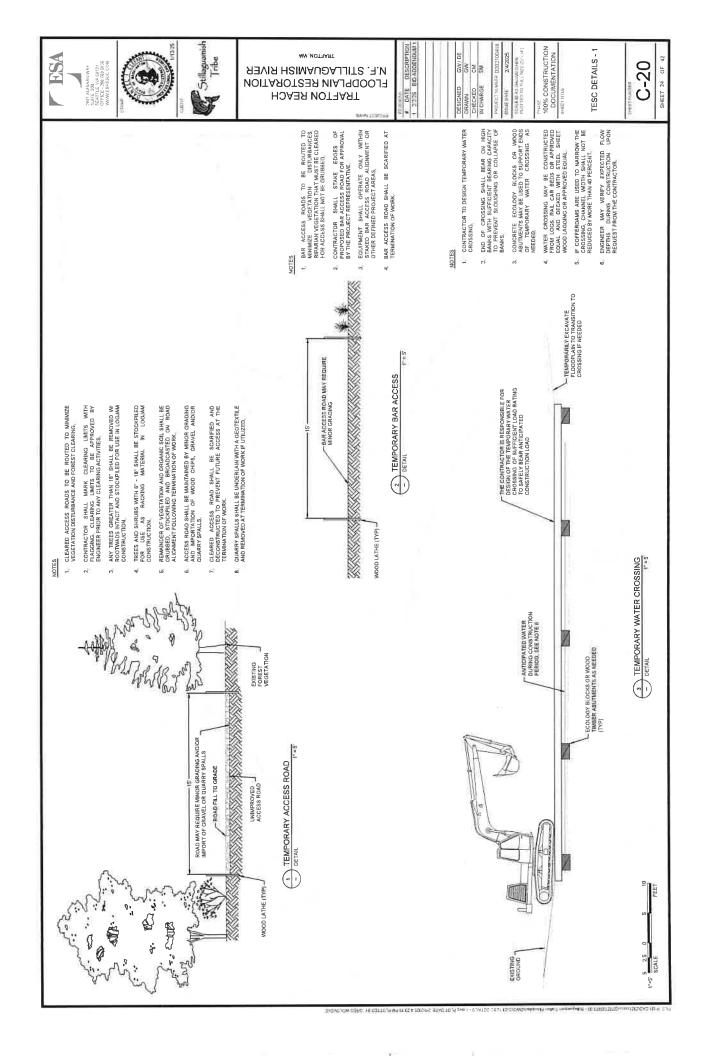


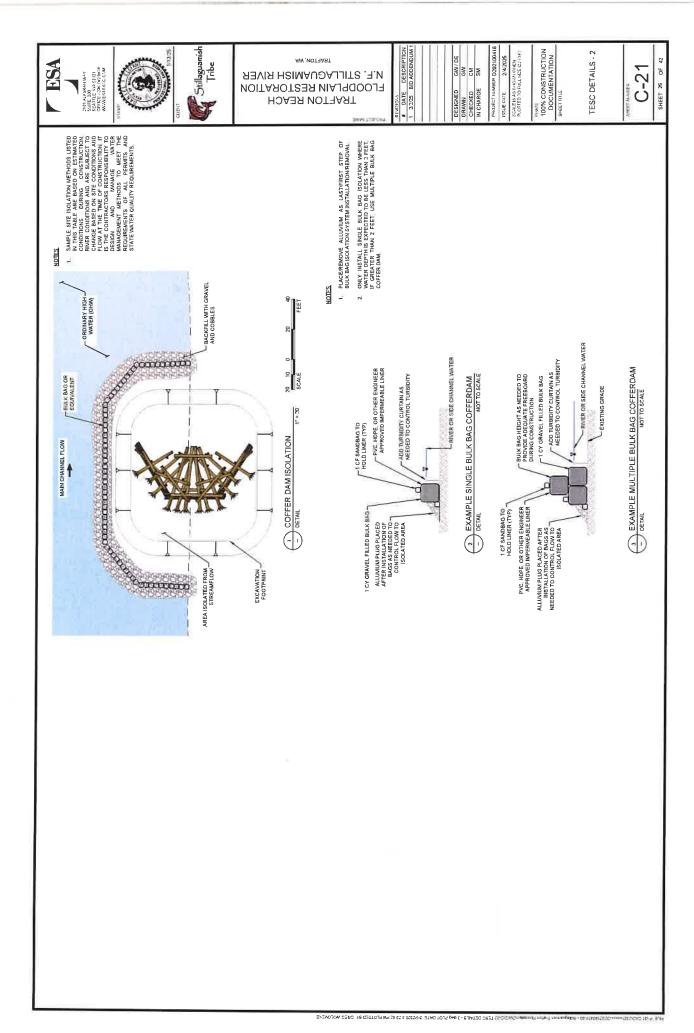


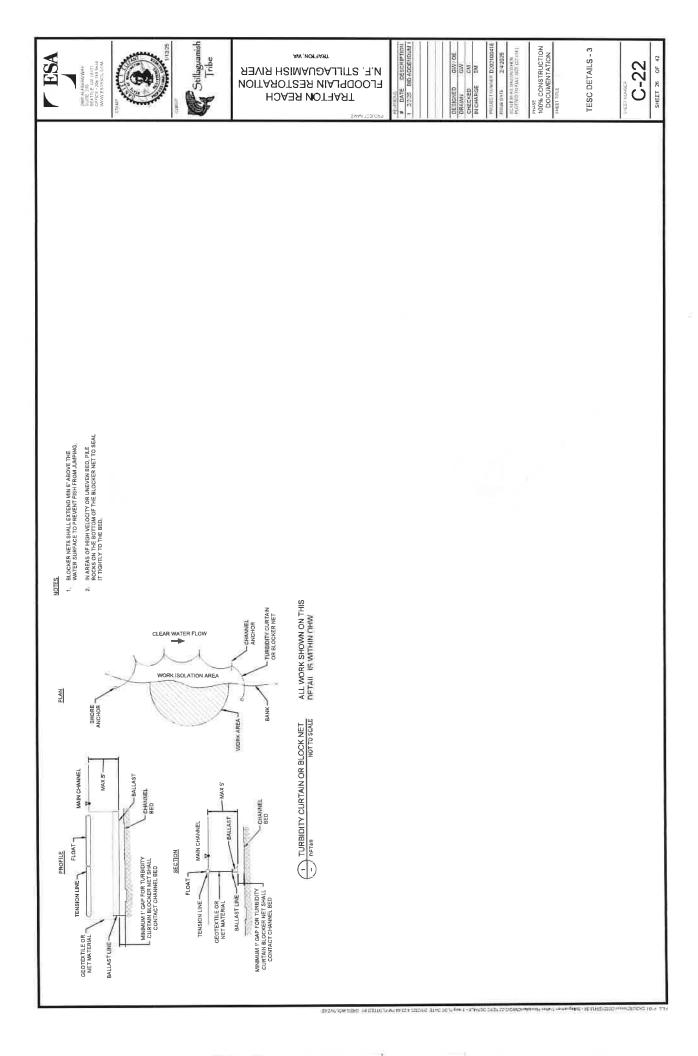


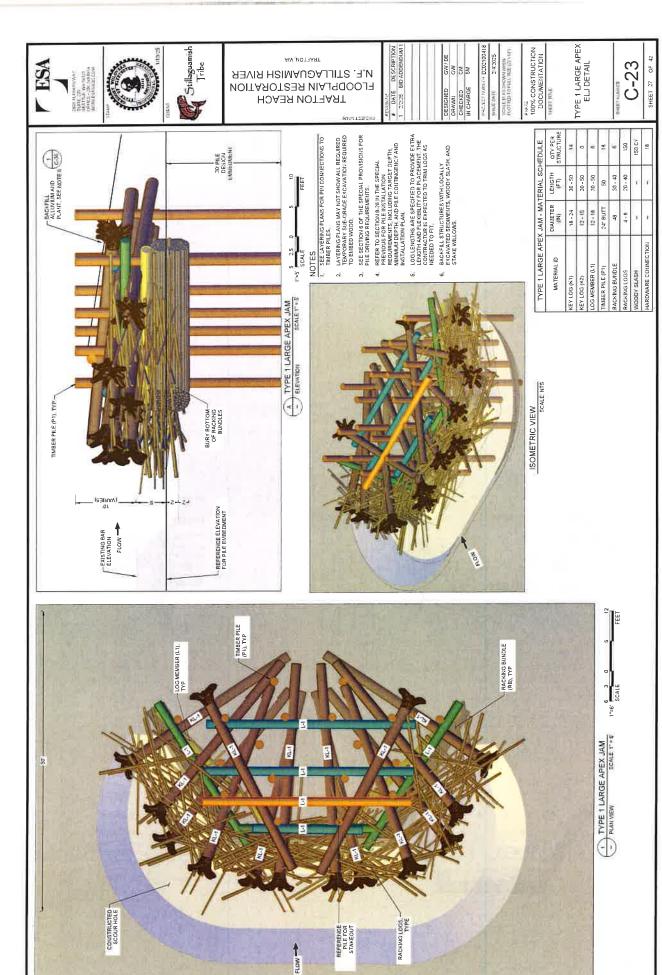


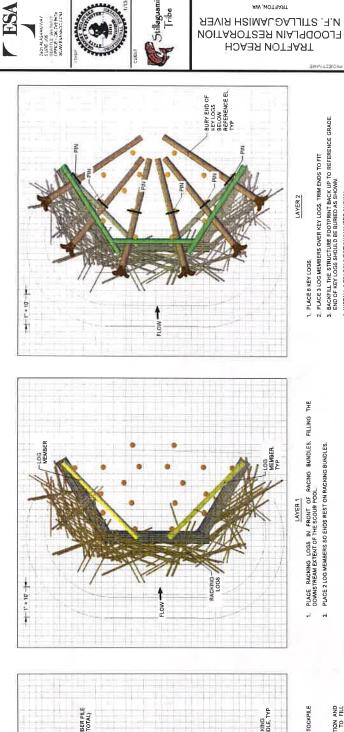














1. PLACE 6 KEY LOGS.

1. PLACE RACKING LOGS IN FRONT OF RACING BUNDLES, FILLING THE DOWNSTREAM EXTENT OF THE SCOUR POOL.

2. PLACE 2 LOG MEMBERS SO ENDS REST ON RACKING BUNDLES.

OVER-EXCAVATE SCOUR POOL AND STRUCTURE FOUNDATION, STOCKPILE MATERIAL FOR RE-USE.

REFERENCE PILE FOR STAKEOUT

- U = U -

INSTALL 18 TIMBER PILES.

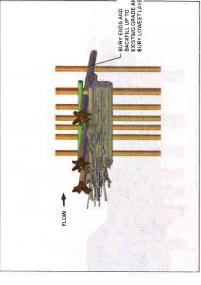
INSTALL RACKING BUNDLES (RB-1) AT THE BOTTOM OF EXCAVATION AND BACKELL WHILE BEGINNING LOGS AND SLASH WHILE BEGINNING TO FILL EXCAVATION WHH STOCKPILED COBBLES.

- 2. PLACE 3 LOG MEMBERS OVER KEY LOGS, TRIM ENDS TO FIT
- 3. BACKFILL THE STRUCTURE FOOTPRINT BACK UP TO REFERENCE GRADE. END OF KEY LOGS SHOULD BE BURIED AS SHOWN.

4. INSTALL 6 PIN CONNECTIONS WHERE SHOWN.

DATE DESCRIPTION

3 2 2 3

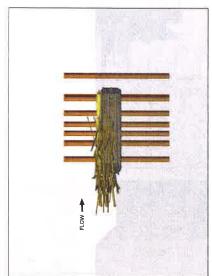


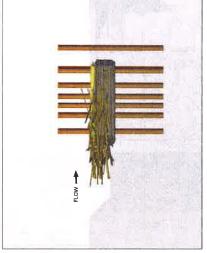
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TYPE 1 APEX JAM LAYERING PLAN (1)

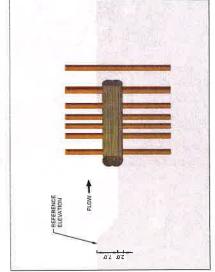
SHEET 28 OF 42

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ELEVATIONS



REVISIONS

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TYPE 1 APEX JAM LAYERING PLAN (2)













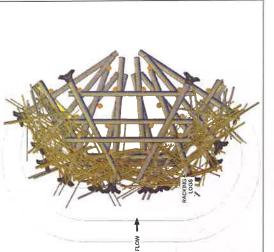




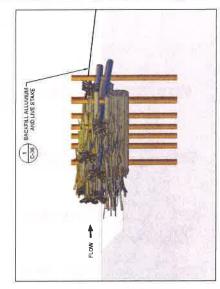


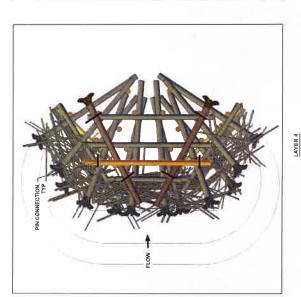






1. BACKFILL THE STRUCTURE WITH ALLUVIUM AND SLASH UNTIL MATERIAL CRESTS ABOVE THE CURRENT LAYER. 2. LIVE STAKE STRUCTURE PER SHEET C-36. LAYER 5





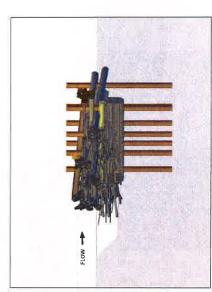
1. PLACE 2 KEY LOGS.
2. PLACE I LOO MEMBER.
3. BACKFILL THE STRUCTURE WITH ALLUNIUM AND SLASH UNTIL MATERIAL GRESTS ABOYE THE CURRENT LAFER.

4. INSTALL 6 PIN CONNECTIONS WHERE SHOWN

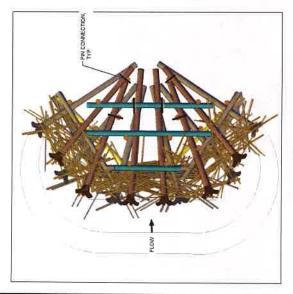
4. BACKFIL THE STRUCTURE WITH ALLUVIUM AND SLASH UNTIL MATERIAL CREATS ABOVE THE CURRENT LAYER.

5. INSTALL 6 PIN CONNECTIONS WHERE SHOWN

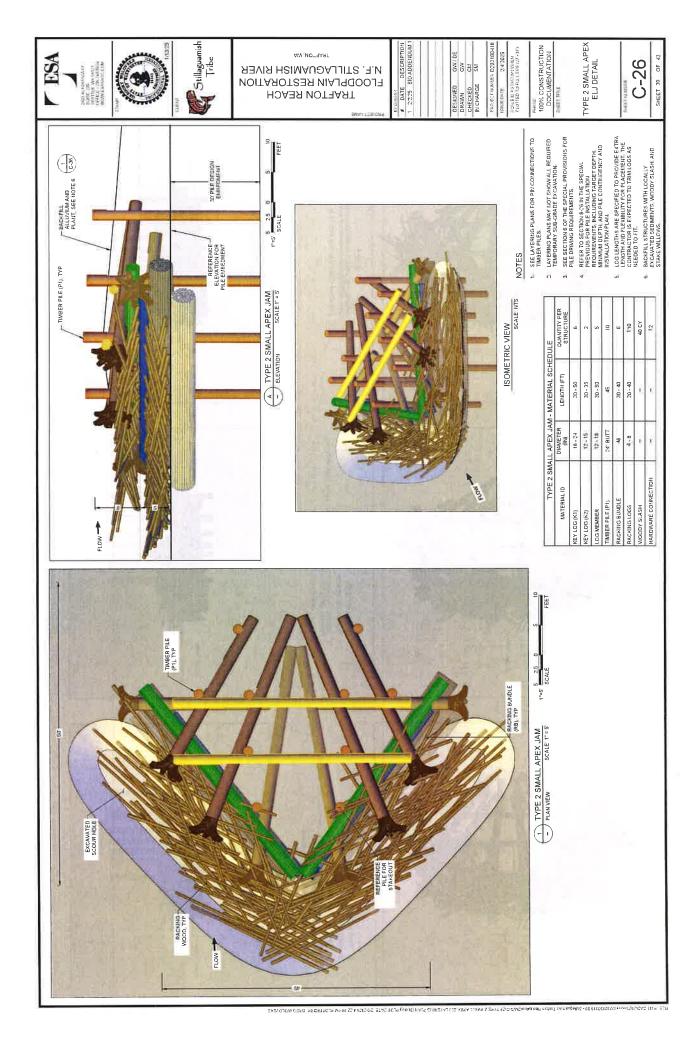
PLACE RACKING LOGS IN FRONT OF STRUCTURE,
 PLACE 8 KEY LOGS.
 PLACE 3 LOG MEMBERS.



ELEVATIONS



FLOW 1









REMISERS

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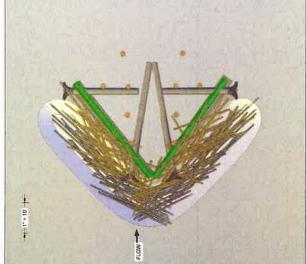
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TYPE 2 SMALL APEX ELJ LAYERING PLAN (1)

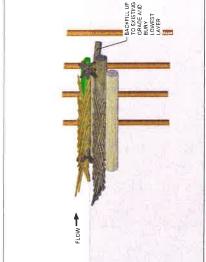


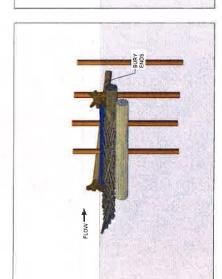


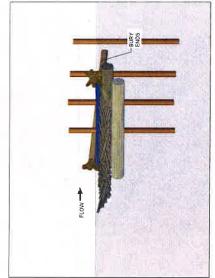


EURY END OF KEY LOGS BELOW REFERENCE EL. TYP

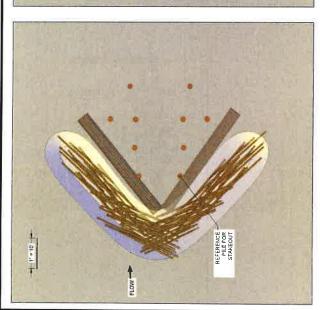












FLow 1

1. PLACE 2 LOGS WEMBERS ON TOP OF RACKING BUIDLES,

3. BACKFILL THE STRUCTURF FOOTPRINT BACK UP TO REFERENCE GRADE,

EIND OF KEY LOGS SROULD BE BURRED AS SHOWN.

4. PLACE 4 KEY LOGS.

5. INSTALL 2 PIN CONNECTIONS WHERE SHOWN.

AW NO HART

TRAFTCN REACH FLOODPLAIN RESTORATION N.F. STILLAGUAMISH RIVER

DATE DESCRIPTION 2005 BID ADDENDLAN

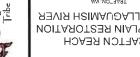
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TYPE 2 SMALL APEX ELJ LAYERING PLAN (2)

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ELEVATIONS













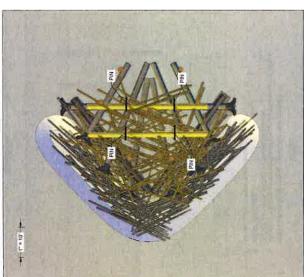












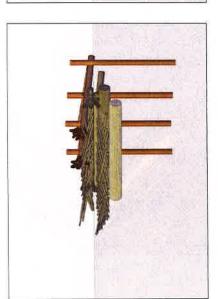


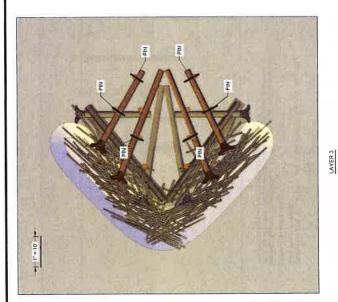
1. INSTALLEHAL THIRD OF RACKING LOGS AND SLASH
2. INSTALL 2 LOGS. THESE LOGS MAY BE FIELD ADJUSTED TO DIFFERENT
DIEBLYATIONS AS TO CREATE A SOLID (TOUCHING) CONNECTIONS BETWEEN
2 PILES.
3. INSTALL 2 PINS PER LOG WHERE IN CONTACT WITH PILE LOGS (4 PINS TOTAL).
4. BACKFILL ALLUVIUM, SLASH, AND LIVE STAKE PER SHEET C-36.

INSTALL 4 KEY LOGS.
INSTALL 6 PIN CONNECTIONS WHERE SHOWN.









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TYPE 3 LARGE DEFLECTOR ELJ DETAIL

SHEET 33 OF 40

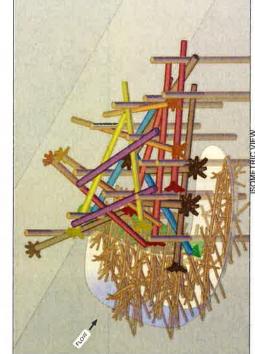


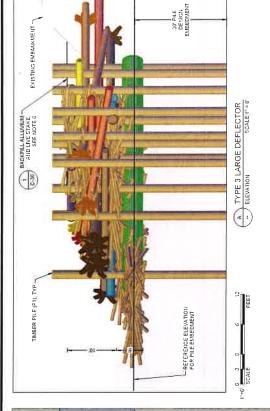




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TRAFTON REACH FLOODPLAIN RESTORATION N.F. STILLAGUAMISH RIVER

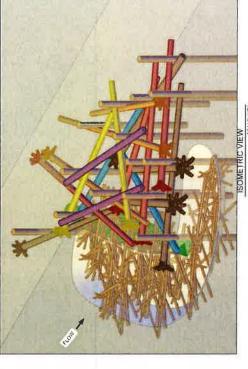






	VOTES	SEE LAYERING PLANS FOR PIN CO TIMBER PILES.
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- L. LYFERIGE THAIS MAY NOT SHOWALL REQUIRED TO EMPORATE EXCAVATION REQUIRED TO EMPORATE EXCAVATION REQUIRED TO EMPORATE EMPORATE FOR PRESENCE PROVISIONS FOR PRESENCE PROVISIONS FOR PRESENCE PROVISIONS FOR THE DRIVING REQUIREMENTS. INCLUDING THAICH REQUIREMENTS. INCLUDING THAICH EXPENDITE TO THE INSTALLATION FAIR TO THAICH THAIL THAIL THAIL THE CONTINGENCY AND INSTALLATION FAIR.
 - LOG LENGTHS ARE SPECIFIED TO PROVIDE EXTRA LENGTH AND FLEKIBILITY FOR PLACEMENT. THE CONTRACTOR IS EXPECTED TO THIM LOGS AS REEDED TO FIT.
 - BACKFILL STRUCTURES WITH LOCALLY EXCAVATED SEDIMENTS, WOODY SLASH, AND STANE WILLOWS,



MATERIAL ID KEY LOG (K1) KEY LOG (K2) LOG MEMBER THABER PLE (P1)	TYPE 3 LARGE DEFLECTOR - MATERIAL SCHEDULE RALID OWNTER LENTH(FT) SUB-20 18-24 30-50 18-18 30-50 18-18 30-50 18-18 30-50 18-18 45 19-18 45 19-18 45 19-18 45 19-18 45 19-18 45 19-18 19-18 45 19-18 19-18 45 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-18 19-	4- MA LENGTH (FT) 10-50 30-50 30-50 45	STRUCTURE STRUCTURE 14 6
RACKING BUINDLE	48	30 - 40	2
RACKING LOGS	4-8	20 - 40	150
WOOD? SLASH	Ē	r	75 CY
HARDWARE CONNECTION	1	ĵ	16

FLOW -

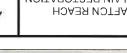
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TYPE 3 LARGE DEFLECTOR ELJ LAYER PLAN (1)

C-30

ELEVATIONS







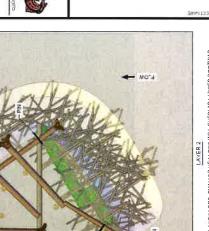




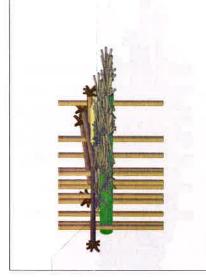


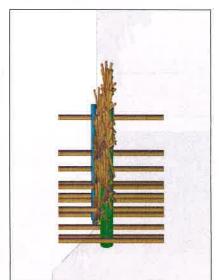
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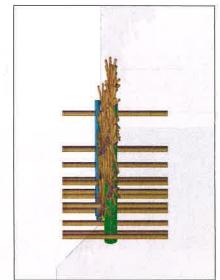
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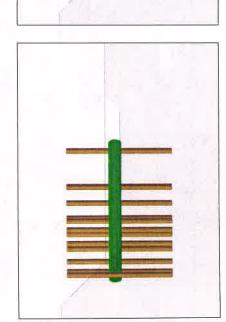


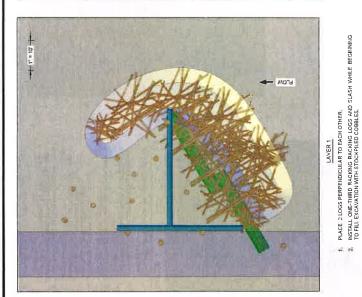
1. PLACE 4 NEY LOGS, SWALLER NEY LOGS WILL OVER LAP LARGER ROOTWAD.
2. PLACE 1 NEY WITH ROOTWAD EMBEDDED IN BANK AND BANKFILL.
3. INSTALLS PIU CONVIECTIONS WHERE SHOVAL.











1,1=10 - MOTH

2. INSTALL 14 TIMBER PILES.
3. INSTALL 2 RACKING BUNDLES IN OVER-EXCAVATION, BRACE AGAINST PILES.

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 2	Ownership	Est_LBS / ACRE	Est_LBS_Seed
23	L-HTCH-RIP-DECID-FORST	5.61	Riparian I	County	3.35	18.8
21	L-HTCH-RIP-MIX-FORST	0.53	Riparian I	County	3.35	1.8
29	L-HTCH-RIP-MIX-FORST	6.16	Riparian I	County	3.35	20.6
30	L-HTCH-RIP-MIX-FORST	1.87	Riparian I	County	3.35	6.3
43	L-HTCH-RIP-MIX-FORST	7.03	Riparian I	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						

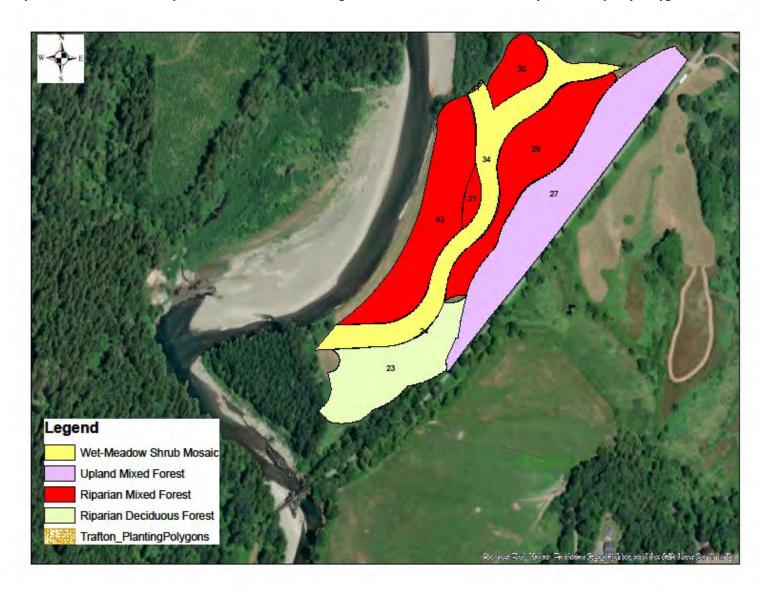
Table 3. Native woody-stem plant seed mixes including botanical name, composition & application rate.

		RIPARIAN DECIDUOUS / UPLAND MIXED FOREST WET MEADER MO					
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.

		1	1	
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 hazeInut	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.

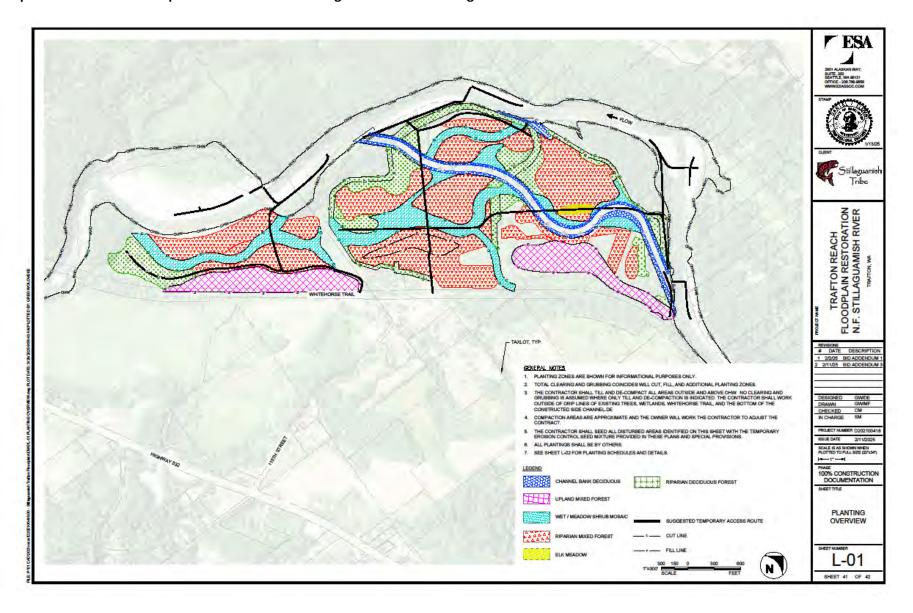


Figure 1. Proposed schedule for riparian restoration at Trafton Reach Floodplain Restoration N.F. Stillaguamish River project.

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
27	Upland Mixed Forest	10.47 SnoCo		Seeding	Planting															
23	Riparian Deciduous Forest	5.61 SnoCo	_	Seeding		Vogo	tation			Vogo	tation		_ -	Vogo	tation			Vegeta	tion [
21	Riparian Mixed Forest	0.53 SnoCo	ctio	Seeding		Surv				Surv			ent ent	Surv				Surve		
29	Riparian Mixed Forest	6.16 SnoCo	tr	Seeding			e Plant				e Plant		em em		e Plant			Invasive	, ,	
30	Riparian Mixed Forest	1.87 SnoCo	suo	Seeding			e Piani trol				e Plant itrol		ese ppl		e Piani trol			Cont		
43	Riparian Mixed Forest	7.03 SnoCo	٥	Seeding		COII	itioi			Con	itioi		s s	COII	itioi			Conti	[
34	Wet Meadow_Shrub Mosaic	7.48 SnoCo		Seeding														1		

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 Cor	nstruction Easen	nent ("Ea	aseme	ent") is	entered	into	this	day	of
	, 2025, by a	and between Sno	homish	Coun	ty, a pol	litical su	ıbdivi	sion of the	State	of
Washington	("GRANTOR")	, Stillaguamish	Tribe	of I	ndians,	a fede	rally	recognized	Trib	ъ,
("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 Traffic Control. 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. Indemnification and Hold Harmless GRANTEE agrees:

- (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" form to an "occurrence" 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:
 - 1. (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 236TH 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 et. seq., 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 ("Hazardous Substances"), 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:	
☐ Approved ☐ Other	
Risk Management Signature	

EXHIBIT A
THE PREMISES

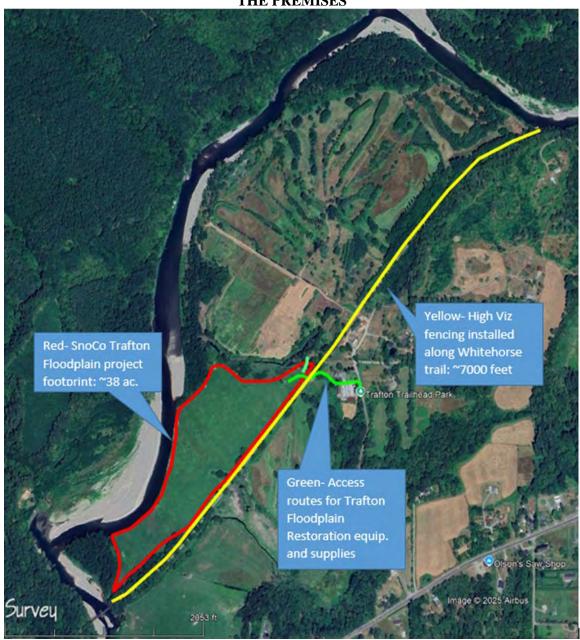


EXHIBIT BSTORM WATER POLLUTION PREVENTION PLAN

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

Table of Contents

SPCC Plan Implementation Requirements	1
SPCC Plan Elements	
1 Responsible Personnel	

2. Spill Reporting	
3. Project and Site Information	
4. Potential Spill Sources	
5. Pre-Existing Contamination	
6. Spill Prevention and Response Training	
7. Spill Prevention	
8. Spill Response	
9. Project Site Map	14
10. Spill Report Form(s)	
Management Annroval	

SPCC Plan Trafton Floodplain March 20, 2025

Restoration Page

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.

SPCC Plan Trafton Flood	lplain	
Restoration	Page	
		1
 March 20, 2025		

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	oe Notified in the Event of a Spill
Agency Name	Agency Notification Telephone Number	When Agency will be Notified
National Boonance Contar	1 900 424 9902	Natify immediately Caill as selected to water
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

SPCC Plan Trafton Floodplain
Restoration
Page March 20, 2025

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

Page 3

March 20, 2025

Figure 2 External Regulatory Reporting Requirements

Event: Hazardous Material Spill, Release or Encounter

If <u>a spill or release is caused by the Contractor</u>, the Contractor reports it to the WSDOT Project Engineer (PE) and to the regulatory agencies as indicated below.

If an encounter of <u>unknown pre-existing contamination or an UST</u>, the Contractor reports it to the WSDOT PE. The PE follows the WSDOT Environmental Compliance Assurance Procedure (ECAP, in WSDOT's <u>Construction Manual M 41-01.06 at 1-2.2K</u>), to determine internal and external reporting procedures to ensure compliance as indicated below.

Spill or Release to Water

Including ponds, wetlands, ditches, & seasonally dry streams

Immediately call <u>all three</u> of the following 24-hour numbers:

- National Response Center 1-800-424-8802
- Washington State Division of Emergency Management 1-800-258-5990
- Washington State Department of Ecology (Ecology) <u>Regional</u> Office¹

Spill or Release to Soil

Including encounters of pre-existing contamination

If an immediate threat to health or environment (e.g., explosive, flammable, or toxic vapors; nearby water body; shallow groundwater; etc.) immediately call Ecology's Regional Office¹

If NOT an immediate threat but may be a threat to health or the environment, report to Ecology's Regional Office¹ within 90 days

Underground Storage Tank (UST)

If confirmed release from UST, report to Ecology's Regional Office¹ within 24 hours

After removal of regulated UST, provide reports to Ecology's Regional Office within 20 and 30/90 days per WAC 173-340 and 173-360.

1. Ecology Regional Office Numbers

Eastern (Spokane): 509-329-3400 Central (Yakima): 509-575-2490 Northwest (Bellevue): 425-649-7000 Southwest (Lacey): 360-407-6300

Ecology regional lines and the type of information needed is provided on Ecology's spill reporting website at http://www.ecv.wa.gov/programs/spills/other/reportaspill.htm.

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.
- 8. The site location and boundaries: Project includes the restoration of approximately 2 miles of the North Fork Stillaguamish River, mid project 26703 115th 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	nd Nearby Waterways¹	and Sensitive Areas ²
Drainage Pathway from Site	Receiving Nearby Waterway ¹ or Sensitive Area ²	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.

SPCC Plan Trafton Floodplain		
Restoration	Page	
	5	March 20, 2025

Hazardous Material Name	Intended Use of Material	Est. Max. Amount of Material On-Site at Any One Time	Material Staging, Use, and Storage Location(s). & Material Storage and Secondary Containment Practices and Structures¹	Distance of Material Staging, Use, and Storage Locations from Nearby Waterways² and Sensitive Areas³
Diesel fuel on crew trucks	Fueling the equipment needed to build the project	500 gallons total in various fuel cells	Earth moving equipment will be fueled at a minimum of 150 feet away from any wetland, when refueling secondary containment will be used by the refueling crew truck, spill kits will be located on each fuel truck. When generators or pumps are used they will be placed in secondary containment with a capacity greater than the pump it contains.	Earthmoving equipment will be staged no closer than 50 feet from any wetland
Gasoline and oil	Fuel pumps and saws	10 gallons in 5 gallon approved cans	Gasoline and oil will be stored on crew trucks	

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.

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. ni m

March 20, 2025

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.

Spill Kit Location(s)
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.
- 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.

- 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 will be used and the actions that TCI will take at the site while waiting for the Subcontractor to respond are described in the appropriate table below.

SPCC Plan Trafton Floodplain Restoration	Page
	8
March 20, 2025	

Table 8.A Spill Response Procedures for <u>Spills of Each Type of Hazardous Material at Each Location Identified in Section 4 except: for Spills Occurring During Work with Equipment Used Below the Ordinary High Water Line, see Table 8.E (Including Actions to be Taken and Equipment to be Used)</u>

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.

Hazardous Material and Assess the Spill Secure the Area Location Location Location Location Location Location Location Determine approximate amount of material spilled and refrail spilled material in response and refrail spilled material spilled and contaminated during spill response in Table 2.) Report spill response refrail spilled Material spil				Spill Response Task	
Determine approximate amount of material spilled and areas affected by spill, where spilled material has gone and is going. Call on-site spill responder listed in Table 1. Report spill to Nooksack Tribe PE and to agencies as listed in Table 2.) Determine approximate areas affected by spill, remove non-response gone and is going. The spill area by shutting off equipment, closing leaking vales, etc. areas affected by spill, remove non-response personnel from spill area by non-response access to spill area by spill pods, spill booms, and non-response personnel.) Report spill to Nooksack Tribe PE and to agencies as listed in Table 2.)	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
access to spill area by non-response personnel.) e personnel.) e personnel.)	diesel fuel or oil from equipment or fuel tanks on crew trucks	Determine approximate amount of material spilled and where spilled material has pope and is point	Shut down work in areas affected by spill, remove non-response	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.
personnel.) e absorbent from spill kits.)		Call on-site spill responder	area, and prevent access to spill area by	If safe to do so, contain spill using spill pads, spill booms, and	If spill is too large, dangerous, work emergency personnel to clean up spill.
Φ		listed in Table 1.	non-response personnel.)	absorbent from spill kits.)	Decontaminate all non-disposable equipment
Φ		If spill is an immediate threat to human health or property,			response.
Φ		Commence			Disposal of spilled and contaminated material and all decontamination fluids in
		Report spill to Nooksack Tribe PE and to agencies as listed			accordance with all regulations at a legally permitted facility. Within 7 days of disposal,
		III I able z.)			provide documentation substantiating such disposal to the Nooksack Tribe inspector.)

SPCC Plan Trafton Floodplain Restoration

March 20, 2025

Page 9

Stormwater Supplies Stormwater Supplies Stormwater Supplies Stormwater Supplies Supplie		S Bulleting Ac	(including Actions to be Taken and Equipment to be Used) Spill Response Task	
f Divert any more storm water from coming into contact with the contaminated area detention ponds for the contaminated water the contaminated water area detention ponds for the contaminated water d	Assess Contaminated Stormwater	Secure the Area	Contain and Eliminate the Contaminated Stormwater and its Source	Clean Up Contaminated Stormwater Decontaminate Equipment Dispose of Contaminated Stormwater and Supplies
	Determine approximate amount of storm water that has come into contact with contaminates.	Divert any more storm water from coming into contact with the contaminated area	Use plastic and sandbags to create diversion dams and detention ponds for the contaminated water	If spill is not too large, dangerous, or involved, clean up spilled material.
	Call on-site spill responder listed in Table 1.			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.
Tribe Inspector.)	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 documentation substantiating such disposal to the Nooksack
				Inbe inspector.)

March 20, 2025

March 20, 2025

SPCC Plan Trafton Floodplain Restoration

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(Including Actions to be Taken and Equipment to be Used)

			Spill Response Task	
Contamination or	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	A/N

N/A

	(Including	Actions to be Taken and Equipment	(Including Actions to be Taken and Equipment to be Used) 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,	rom spil 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 documentation substantiating such disposal to the Nooksack Tribe inspector.)

SPCC Plan Trafton Floodplain Restoration

March 20, 2025

Page 12 Table 8.E Spill Response Procedures for <u>Spills Occurring During Work with Equipment Used Below the Ordinary High Water Line</u> (Including Actions to be Taken and Equipment to be Used)

Note: write NIA if no equipment will be used below the ordinary high water line and delete the following table (but not the table title, above).

	al nt inated		
	Clean Up Spilled Material Decontaminate Equipment Dispose of Spilled & Contaminated Material		
Spill Response Task	Contain and Eliminate the Spill Source		
	Secure the Area		
	Assess the Spill		
	Hazardous Material and Location	N/A	

March 20, 2025 SPCC Plan Trafton Floodplain Restoration

Page 13

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;
- 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:

- 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

3-20-2025 Date

Todd Snyder Secretary

Trimaxx Construction Incorporated

SPCC Plan Trafton Floodplain Restoration

Page

March 20, 2025

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:AMPM
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
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:

<u>Spills to water:</u> Immediately call the National Response Center (1-800-424-8802), Emergency Management (1-800-258-5990), and Ecology's Regional Office (see link in note below for phone

Spills to soil that may be an immediate threat to health or the environment (e.g., explosive, flammable, or toxic vapors; nearby water body; shallow groundwater; etc.): Call Ecology's Regional Office immediately. If not an immediate threat but may be a threat to human health or the environment, 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 b	y 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

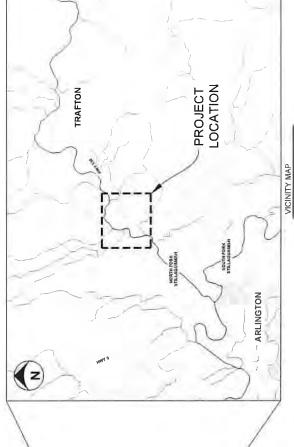
STILLAGUAMISH TRIBE OF INDIANS TRAFTON FLOODPLAIN RESTORATION

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100% DESIGN - FEBRUARY 2025 PROJECT LOCATION: TRAFTON, WASHINGTON





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SENIOR ENGINEER.

SKY MILLER, PE
ENRINONMENTAL SCIENCE ASSOCIATES
2801 AL/SKAN WAY SUITE 200
SEATILE, WA 89121

THE STILLAGUAMISH TRIBE OF INDIANS 3322 236TH ST NE AFLINGTON WA 99223 PROJECT SPONSOR

CHARLOTTE SCOFIELD THE STILLAGUAMISH TRIBE OF INDIANS 3322 236TH ST NE ARLINGTON WA 98223

PROJECT MANAGER J HYDRAUIJC ENGINEER
DON ELEFANT PE
ENVIRONMENTAL SCIENCE ASSOCIATES
2801 A LASKAN WAY SUITE 200
SEATILE, WA 99121



COVER SHEET

100% CONSTRUCTION DOCUMENTATION

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SHEET 1 OF 42

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GENERAL NOTES

- THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE OF THE STILLAGUAMISH TRIBLE OF PILOLANS THEN EMPREPARED TO AS TOWNER'S OR "COMPINACING OFFICER". THE "CONTRACTOR", OF THEIR SUBCONTRACTOR", THE PARTY SELECTED TO CONSTRUCT THE PROJECT.
- EWIRONMENTAL SCIENCE ASSOCIATES (ESA), HEREÁTER REFERRED TO AS "ENCINEER" IS RESPONSIBLE FOR THE PREPARATION OF THESE ROBINAL INTRA AND ASSOCIATED SPECIFICATIONS, SAND WILL NOT BE RESPONSIBLE FOR OH LIABLE FOR UNAUTHORIZED CHANGE OR USE OF THESE PLANS WHICH INCLUDES ALITERATION. DELETION OR EDITING OF THIS DOCUMENT WITHOUT EXPLICIT WRITTEN FEMILISSION FROM THE ENCINE OF THIS DOCUMENT WITHOUT EXPLICIT WRITTEN FEMILISSION FROM THE ENCINEER ANY OTHER UNAUTHORIZED USE OF THIS DOCUMENT TS PROHIBITED. 7
 - MINOR MODIFICATIONS ARE EXPECTED TO SUIT JOB SITE DIMENSIONS OR CONDITIONS SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK THE COWNER, VERNIERER AND APPROPRIATE REGULATIORS AGENCIES SHALL BE INDIFIED OF ANY OWNER-ALTHORIZED CHANGE REGULATION ON MORE THAN A 10% DESIGN CHANGE OF PROPOSED EOTHERING OR THAT SUINDIFICATION OF THAT SHOULD BENEFIT OR PROPOSED EOTHERING OR THAT SUINDIFICANTLY AFFECTS THE INTENDED BENEFIT OR PUNCTION OF A PROJECT ELEMENT.
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- THE CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS UNDINGS. THE CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND FURTHER AGREES THAT THIS REQUIREMENT SHALL, APRIV CONTINUIOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS IN ACCORDANCE WITH THE PROVISIONS OUTLINED BY THE PROJECT CONTRACT.
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 - PILE DRIVING REDUIREMENTS ARE INCLUDED IN SECTION 8-28 OF THE PROJECT SPECIFICATIONS. Ξ
- 12 IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTORS TO EXAMBER THE CONTRACTOR REMAINS THE CONTRACTOR REMAINS THE CONTRACTOR REMAINS THE CONTRACTOR REMAINS WHICH THE CONTRACTOR WHICH THE CONTRACTOR SUBCHASE AND LOCAL CONTRONS PRETICULARLY THOSE A FEFET THE THE WORK. AND THE GENERAL AND LOCAL CONDITIONS PARTICULARLY THOSE A FEFET THE THE WORK. AND THE GENERAL SUBCONTRACTOR. THE DISPOSAL, HANDING AND STORAGE OF MATERALS. AVAILABILITY OF TABON WHERE, ELECTRICITY, ROAD SUBCONTRACTOR. THE CONDITIONS OF THE GROUND, SUBFACE AND SUBSIDIARLY FOR ECONTRACTOR AND SUBCONTRACTORS. THE WORK AND SUBCONTRACTORS THE MACHINE WEEKED FANY FAILURE BY THE CONTRACTORS. THE WORK AND SUBCONTRACTORS THE WORK AND SUBCONTRACTORS THE WORK AND SUBCONTRACTORS. THE WORK AND SUBCONTRACTORS THE WORK AND SUBCONTRACTORS THE WORK AND SUBCONTRACTORS. 12
- CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE CONTRACT DOCUMENTS AND ALL SUBMITTALS REQUIRED TO THE OWNER FOR REVIEW AND ACCEPTANCE 뀲 12
- ALL EARTHWORK QUANTITES ARE BASED ON A MEAT-LINE COMPARISON BETWEEN EXISTING AND FINISHED GRADE SURFACE ON EXPANSION AND COMPACTION FACTORS HAVE BEELA PIPIED ACTUAL EARTHWORK VOLUMES MAY VARY 4

- EVERY REASONABLE EFFORT SHALL BE MADE TO CONDUCT THE ACTIVITIES SHOWN IN THESE PLANS IN A MANNER THAT MINIMISES SHE AND VERSE MPACT ON WATER QUALITY FISH HAND WILD LIFE, AND THE NATURAL 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 PERMITS ON THE JOB SITE, UNDERSTAND AND COMPLY COMBITIONS.

SUITE 200 SUITE 200 SEATTLE VA 64121 OFFICE - 206 789 5638 WWW ESASS-CCOM

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A SEDIMENT AND ENGORN CONTROL PANASALLI BE DEVELOPED BY THE CONTRACTOR AND SUBMITTED FOR PREVAIL BY OWNER ANDOR THE ENDINEER BEFORE ANY CONSTRUCTION MAY REGIN THE SEDIMENT AND BROSION CONTROL TAN WILL DEMINER SEDIMENT AND BROSION CONTROL TON WILL DEMINER BY THE PRIMARION FOR SEDIMENT TO SEDIMENT TO SEDIMENT TO SEDIMENT TO SEDIMENT TO

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ACTIVITIES SHALL BE DESIGNED AND CONSTRUCTED TO AVOID AND MINIMIZE ADVERSE INPACTS OF STIFE THE METERS OF THE MAXIMIA EXTENT PRACTICAL INFOLOREY THE USE OF PRACTICAL ALTERNATIVES ALTERNATIVES THAT IS SHALL BE CONSIDERED INCLUDE THOSE THAT MINIMIZE THE UNMER AND EXTENT OF IN-WATTER WORK AND EQUIPMENT GROSSINGS OF WETTED CHANNELS

e,

AT NO TIME SHALL SEDIMENTADEN WATER BE DISCHARGED OR PUMPED DIRECTLY INTO THE UBLECT RIVER, STREAM, OR WETLAND WATER SHALL BE DISCHARGED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE PROJECT PERMITS ANDOR SPECIFICATIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR WIPELMENTING ALL TEMPORANT EFFOSION CONTROL WASJURES SHALL BE IN ACCORDANCE WHILE THE FROM CONTROL WASJURES SHALL BE IN ACCORDANCE WHILE HE RESPONSIBLE FOR THE MINISTEMANCE AND PERFORMANCE OF THE THAPORARY EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF THE PROJECT.

- ALL WORK THAT DISTURBS THE SUBSTRATE BANK, OR SHORE OF A WATERS OF THE STATE THAT CONTINUE THE WORK PERIOD FOR THAT WORKERSON SALL DRECONDUCTED DAYL DOUBLING THE WORK PERIOD SO FORTIONS OF THE PROJECT WORK THAT WORK PERIOD SO FORTIONS OF THE PROJECT WORK THAT WORK PERIOD SO FORTIONS OF THE PROJECT WORK THAT WATER WARK (ARONE THE USAGE JURISDICTIONAL LINE) AROVE THE SUBSTRATE TO THE WORK PERIODS DESCRIBED ABOVE UNLESS SPECIFIED IN THE PERIODS TO THE WORK PERIODS DESCRIBED ABOVE UNLESS SPECIFIED IN THE
- ALL ACTUTIES THAT INVOLVE WORK ADJACENT TO OR WITHIN THE WETTED CHANNEL. SHALL AT ALL TIMES REAURIN CONSISTERT WITH ALL APPLICABLE WITER OUALITY STRAINBARDS AND MANAGEMENT PRACTICES ESTRAINSHED PURSOANT TO THE CLEAN WATER ACT OR PURSOANT TO APPLICABLE STATE AND LOCAL LAW.
- IF AT ANY TIME, AS A RESULT OF PROJECT ACTIVITIES FISH ARE OBSERVED IN DISTRESS, A FISH KILL OCCUPS OR WATER OUALITY PROBLEMS DEVELOP (INCLUDING EQUIPMENT LEAKS OR SPILLS). OPERATIONS SHALL CEASE AND THE OWNER SHALL BE NOTFIED MEMBONYELY.

- UNIESS NOTED OTHERWISE ON THE PLANS THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKED DURING CONSTRUCTION
- THE CONTRACTOR SHALL MANITAIN A SET OF PLANS ON THE JOB SHOWING "AS-CONSTRUCTED" CHANGES MODE TO DATE UPON COMPLETEION OF THE PROJECT, IT CONTRACTOR SHALL SUPPRY TO OWNER A SET OF PLANS, MARKED UP TO THE SATERACTION OF THE CONNER, RELECTING THE REACONSTRUCTED MODIFICATIONS
- ELEVATORS SHOWN ON THE PLANS FOR TOE OF SLOPE, TOPS OF BANKS, THALLINEG GRADE-CONTROLS. ET OA REI BASED LIOUN THE TOROGRAPHIC INFORMETON'S HOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY ALL NECESSARY SURFACE ELEVATIONS. IN THE PLANS THE CONTRACTOR SHALL VERIFY ALL NECESSARY SURFACE ELEVATIONS WITH PROPER ORIENTATION OF THE WOWN FACILITIES SECONE BREAKING GROUND AND PROPER ORIENTATION THE WOWNER SHALL BE COMPACTED IN THE EVENT ELEVATIONS ARE INCORRECT OF THAT THE ROPERA ADJUSTMENTS CAN BE MADE BY ENGINEER PROPER OTHER PROPER ADJUSTMENTS CAN BE MADE BY ENGINEER PROPER ADJUSTMENTS CAN BE MADE BY SEICCLAIR PROVISIONS.

DATUM NOTES:

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

TRAFTON REACH

GW / DE GW SM

FOLLOWING CONSTRUCTION, SITE RESTORATION WILL INCLUDE DE-COMPACTION AND TEMPORARY SEEDING. OF STARSILE REGISON, PROTECTION MESSARIES EDUINHENT AND SECESS SUPPLIES WILL BE REMOVED AND THE WORK AREA WILL BE CLEAVED AMONETAMENE ACTIVITIES FOR THE MENY CONSTRUCTED RESTORATION PROJECTS AREA NATIOPATED TO OCCUR PERODICALLY

13

NO TREES OR WETLAND VEGETATION SHALL BE REMOVED UNLESS THEY ARE SHOWN ON WOTED TO BE REMOVED ON THE THE WHITE OF THE CONTRACTING OFFICER ALL TREES CONFLICTING WITH REGAING SHALL BE REMOVED THE REMOVED OFFICER ALL TAKE PLACE WITHIN THE DRIP LINE OF TREES NOT TO BE REMOVED UNLESS OTHERWISE APPROVED.

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

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100% CONSTRUCTION DOCUMENTATION

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Stillaguamish Tribe

EROSION WATER LE

IF HIGH WATER LEVEL CONDITIONS THAT CAUSE SILTATION OR E ENCOUNTERED DURING CONSTRUCTION WORK SHALL STOP UNTIL THE SUBSIDES

N.F. STILLAGUAMISH RIVER FLOODPLAIN RESTORATION

PERMIC COURTIONS CONTINUA SECUEL FEQUIPACIONES TOR THE CONTROL OF ERROSION AND THE AND THRIBIDITY FROM FROADER OF AND THRIBIDITY FROM FROADER OF AND THRIBIDITY FROM FROADER OF THE PROJECT OPERATIONS THAT FOR OWNER TO BE STOPPED UNITED CONCENTRATIONS ANDION DIJANOVINS WILL CALLES OF THE PERMITTED CONCENTRATIONS ANDION DIJANOVINS WILL CALLES WORN TO BE STOPPED UNITED IMPROVED REACTIOES AND IN PERECT AND THE PROBLEMS CONTROLLED THE CONTROLLED IN CONDECTION IS COMPLETED. AND THE PROBLEMS CONTROLLED THE CONTROLLED IN COMPLETED.

CONTRACTOR SHALL LIMIT MACHINERY MOVEMENT TO CONSTRUCTION AREAS DEFINED ON SITE PLAN OR IDENTIFIED AS ACCEPTABLE BY THE ENGINEER OR OWNER ALL EXTERNAL GREASE AND OIL SHALL BE PRESSURE-WASHED OFF EQUIPMENT PRIOR TO MOBILIZATION TO THE SITE ALL EQUIPMENT OPERATING BELOW OHWM SHALL UTILIZE READILY BIODEGRADABLE. VEGETABLE-BASED HYDRAULIC FLUIDS (B-01 3(1)C6) THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO PETROLEUM PRODUCTS STORMACILE, ELUIS SEDIMENTA, ADEN WATER CHEMICALS OR ANY OTHER TOXIC OR DELETEROUS MATERIALS ARE ALLOWED TO ENTER OR LEACH INTO THE SUBJECT RIVER, STREAM OR WETLAND

	NOL	N/O		I
	DESCRIPTION	BID ADDENDUM	h	l
	DES	BID AL	٨	
VISIONS	DATE	27272		l
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PICALE IS AS SHOWN WHEN RICTED TO FULL SIZE [22]

CONSTRUCTION NOTES

	MAIN SIDE CHANNEL 60% ALIGNMEN I CONTROL TABLE	2000	LIGNMEN LOS	וועסר ושפר	
SEGMENT	STATION	EASTING	NORTHING	CURVE	DELTA
5	00+0	1,339 160 2	457 014 7	1	Ţ
5	10+33	1,338,164,1	457 290 0	309.9	121-31-09-
77	16+91	1,337 783 8	456 905 5	1	1
C2	17+06	1,337 788 2	456 890 4	3340	77" 14" 20"
13	21+57	1,337 628 3	456 505 3	1	1
53	21+85	1,237,603,1	456,491.5	450 9	30*54"57"
2	24+29	1,337,369.3	456,435.9	T	d
C4	26+43	1,337,155,4	456,443,7	8468	52, 31, 36,
15	34+19	1,336 471 6	456,136,7	1	1
55	36+28	1,336,338 6	455,875,6	836.4	37* 29' 17"
97	41+75	1,335,081,2	455,893,2	i	1
90	41+86	1,335.871,2	455,690,9	523.0	29" 41' 40"
L7	44+57	1,335 634 1	455,565.9	1	1

	CURVE DELTA RADIUS ANGLE	1	395.8 38" 04" 30"	1	321.9 79° 46′ 23″	1	1	1	535,9 38* 04:37*	1	664,4 25° 52° 01"	1	361,7 65* 42' 37"	1	344.3 73" 41" 15"	1	307.4 62 43 43	1	381.8 37*04'10"	1	318.5 74* 48' 53"
	NORTHING	456,992.2	456 647 2	456 438 7	456,360 1	455 961.9	455 776 0	455,684.8	455 435 1	455,085.7	454,807.8	454,513.2	454,377.7	454,030.7	453 892 1	453,614.4	453 582.1	453 278 5	453,235 8	453,028 2	452,962.8
	EASTING	1,336 492.8	1,336 386 8	1,336 234 6	1,336 121.6	1,336 012 8	1,336,097 9	1,336,139.7	1 336 217 1	1,336 205 9	1,336,100,0	1,336,059.0	1,336,070.8	1,335 887.5	1,335,818,6	1,335 651 5	1,335,658.9	1,335 558 0	1,335 507 6	1,335 381.8	1,335,367,1
	STATION	00+0	3+61	6+24	7+62	12+10	14+14	15+14	17+76	21+32	24+29	27+29	28+65	32+80	33+59	38+02	38+35	41+72	42+38	44+85	45+52
-	SEGMENT	5	01	12	C2	13	7	15	8	97	C4	77	CS	1.8	90	67	C7	110	62	111	60

70 00	a		DELTA	49° 40' 27"	ı
000	ī	ROL TABLE	CURVE	517.1	ı
o manifest	452,714.5	COUNTY SWALE INLET ALIGNMENT CONTROL TABLE	NORTHING	454 192 4	453 778 7
	1,335 070 3	ALE INLET ALIC	EASTING	1,335,519,3	1,335,651 6
-	49+68	COUNTY SWA	STATION	1+87	6+35
	112		SEGMENT	CI	5

	DELTA	1	36.17.47	1	20" 37" 39"	f	9 49'07'	J	28" 04' 52"	Ť.	.05.4S .01	
ROL TABLE	CURVE	1	37.7	4.	81.7	1	81.7	1	81.7	ı	813	
CULVERT REMOVAL ALIGNMENT CONTROL TABLE	NORTHING	455 017 2	455,020 9	455 015 0	454 936 3	454 916 3	454 825 7	454 813 8	454,733.2	454 702 4	454 670 2	
MOVAL ALIG	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	4 100 400 .
CULVERT RE	STATION	00+0	0+55	0+79	2+24	2+54	3+67	3+81	4+71	5+12	2+70	40.0
	SEGMENT	10	ū	2	C2	23	63	14	C4	57	CS	

П	SOUTHS	WALE ALIGNA	SOUTH SWALE ALIGNMENT CONTROL TABLE	L TABLE	
SEGMENT	STATION	EASTING	NORTHING	CURVE	DELTA
	00+0	1,336,919.3	456.363.9	1	ř
5	2+49	1 336,818 2	456 136 3	173.6	76* 02' 00"
77	4+78	1 336 870 2	455 928 9	Ĺ	ŀ
C2	5+32	1,336,911.9	455 896 5	209.1	110 58 18
53	2+37	1,336,891.5	455 552 5	t	1
C3	10+38	1,336,753 4	455 469 2	647.4	53° 50 05"
4	17+07	1.336,443.2	454 871 9	1	1
C4	17+95	1 336,435 4	454 884 3	436 4	78* 09 44"
12	23+90	1 336,052 3	454 489.4	1	1

H	DELTA	56* 44' 37"	1	74* 34' 55"	1
TROL TAB	CURVE	549.9	ï	236.8	1
GROUNDWATER SWALE ALIGNMENT CONTROL TABLE	NORTHING	455 705 6	455 684.4	455 660 0	455 692 9
ER SWALE AL	EASTING	1 336 991 2	1 337 513 4	1 337 554 4	1 337 839 4
SROUNDWAT	STATION	12+20	17+64	18+12	21+20
-	SEGMENT	5	Lt	C2	12

	ALCO	VE ALIGNMEN	ALCOVE ALIGNMENT CONTROL TABLE	ABLE	
SEGMENT	STATION	EASTING	NORTHING	CURVE	DELTA
10	2+78	1,337,669.0	457 286 5	508 8	50° 05' 17"
LY	7+23	1,337 241.1	457 237 5	1	ī
C2	8+64	1,337,1208	457 163 5	710.5	24* 17:04
7	11+65	1,336 838 9	457,064.1	1	ì
50	12+11	1,336,793.9	457 058 3	1333 2	4, 33, 42
13	13+17	1,336 689 2	457 040 7	1	1

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QUANTITIES AND STAKEOUT POINTS

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CONTRACION SHALL PROVIDE FOR THE CONTRACT REPRESEL APPROVE PRIOR TO INSTALLA CONTRACT REPRESENTATIVE THE RIGHT TO MODIFY THE LO THESE STAKES

'		
	Δ.	THE CONTRACTOR SHALL FLAG THE LOCATIONS OF ELLS AND ALIGNMENT SEGMENTS AS PROVIDED ON THIS SHEET THE CONTRACT REPRESENTATIVE RESERVES THE RIGHT TO MODIFY THE LOCATION OF CONTROL POINTS. UPON LOCATION OF CONTROL POINTS.
		REVIEW. WORK SHALL NOT COMMERCE WITHOUT APPROVAL OF STAKEOUT POINTS FIRST
	23	STAKEDUT POINTS ARE NOT PROVIDED FOR ELUS TO BE CONSTRUCTED OUTSIDE THE OHW LINE SHOWN ON THE PLAYS. THE LOCATION OF THESE STRUCTIRES
		ARE APPROXIMATE AND THE COLIFECTOR SHALL PROVIDE STAKEOUT FOR THE CONTRACT REPRESELITATIVE TO APPROVE PRIOR TO INSTALLATION THE

	STAKEOUT POINTS ARE NOT PROVIDED OF ELJS TO BE CONSTRUCTED OUTSIDE	THE OHW LINE SHOWN ON THE PLANS. THE LOCATION OF THESE STRUCTURES	ARE APPROXIMATE AND THE CONTRACTOR SHALL PROVIDE STAKEOUT	OR THE CONTRACT REPRESENTATIVE TO APPROVE PRIOR TO INSTALLATION THE	CONTRACT REPRESENTATIVE RESERVES THE RIGHT TO MODIFY THE LOCATION OF
	ARE NO	OWN ON THESE R	ATE / L PROVID	r represi O Instali	SENTATIVE IFY THE L
1ST	TO BE CO	LINE SH (TION OF	APPROXIMATE TOR SHALL PR	CONTRACT	T REPRES T TO MOD
OINTS FIRST	TAKEOUT	THE OHW	ARE A	PPROVE	CONTRACT RE

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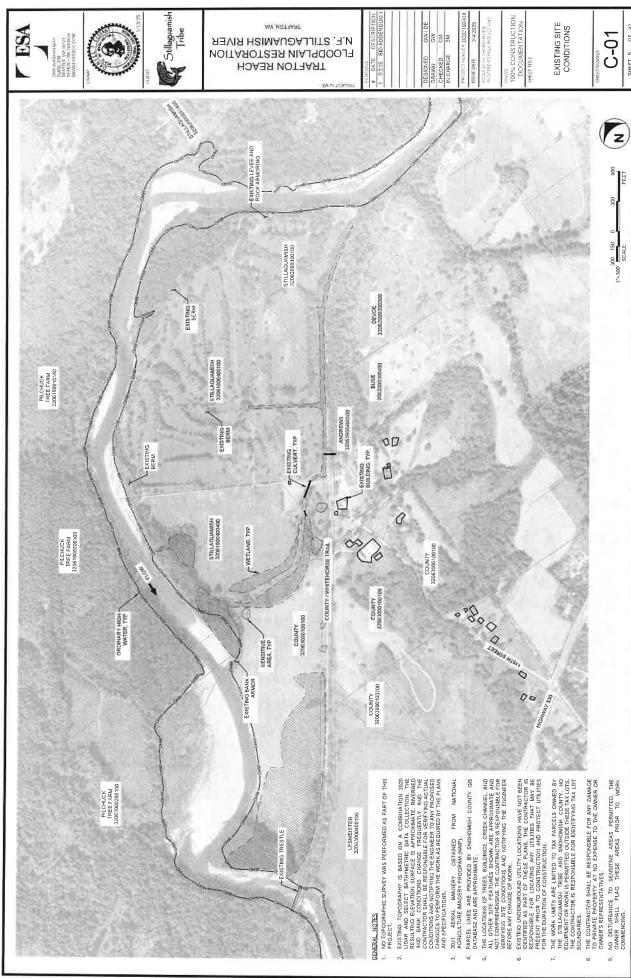
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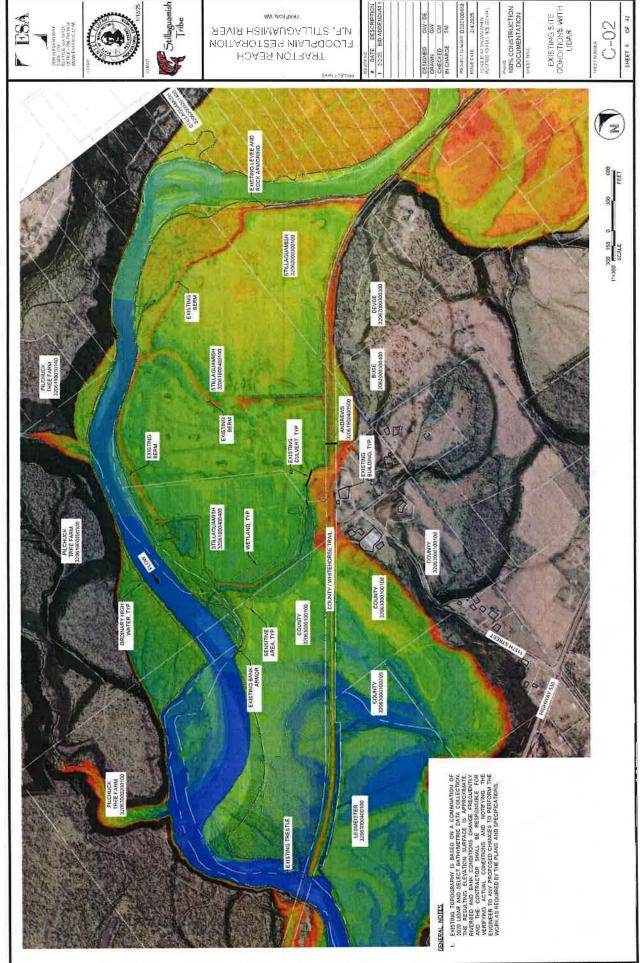
CENERAL NOTES.	LOCA	SEGMENTS AS THE CONTR	RESERVES THI LOCATION OF	REVIEW. WORN	POINTS FIRST	2 STAKEOUT PO	THE OHW LINE	ARE APPR	FOR THE CONT	CONTRACT RE	THE RIGHT TO THESE STAKES	
X ELJ	EASTING	1 339 378 89	1 339 085 93	1,338 805 29	1 338 236 57	1,337 946 87	1,337 767 68	1,336 277 56	1,336 148 34	1 335 684 11	1,335 292 65	1,335 157 98
TYPE 1 LARGE APEX ELJ CONTROL TABLE	NORTHING	457 061 24	457 166 92	457 183 31	457 893 40	457 937 21	458,244.82	457 069 05	456 926 12	456 500 61	454 928 62	453 982 40
TYPE	DESCRIPTION	1-V	LA-2	LA-3	LA-4	LA-5	LA-6	LA-7	LA-8	LA-9	LA-10	LA-11

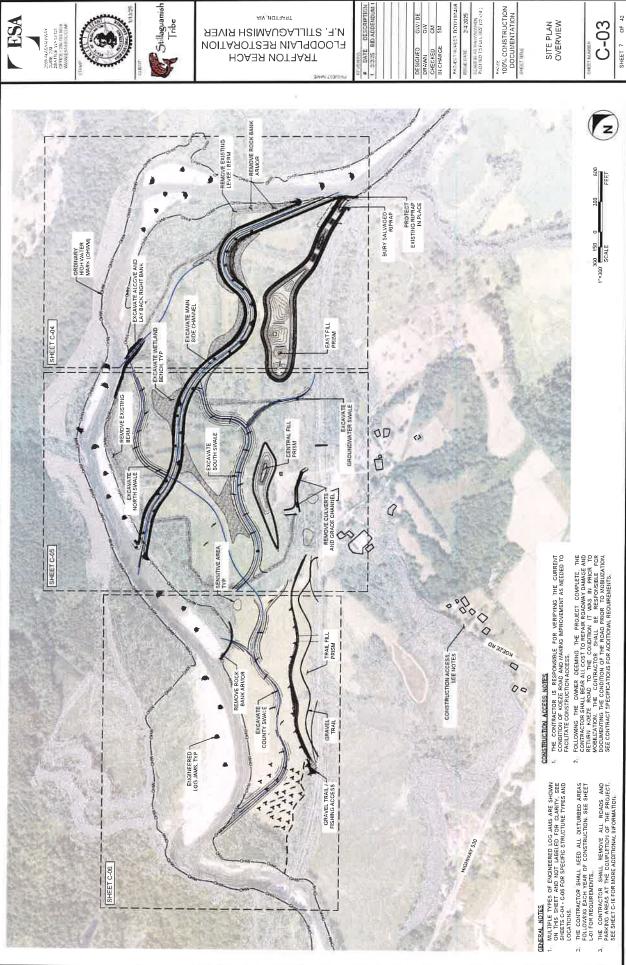
COP	TYPE 2 SMALL APEX ELU CONTROL TABLE	1
DESCRIPTION	NORTHING	EASTING
5A-1	458,154.72	1,338,077 21
SA-2	458 076 39	1 337,788 37
S.A.3	457,999 60	1,337,613 93
SA-4	457,927.97	1 337,385 30
SA-5	456,218 19	1,335,597,48
SA-6	456,015 80	1 335,479,78
SA-7	455,753 31	1,335,475 86
5A-8	454,656 13	1,335,396,90
5A-9	454,410,44	1,335,369,54
SA-10	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

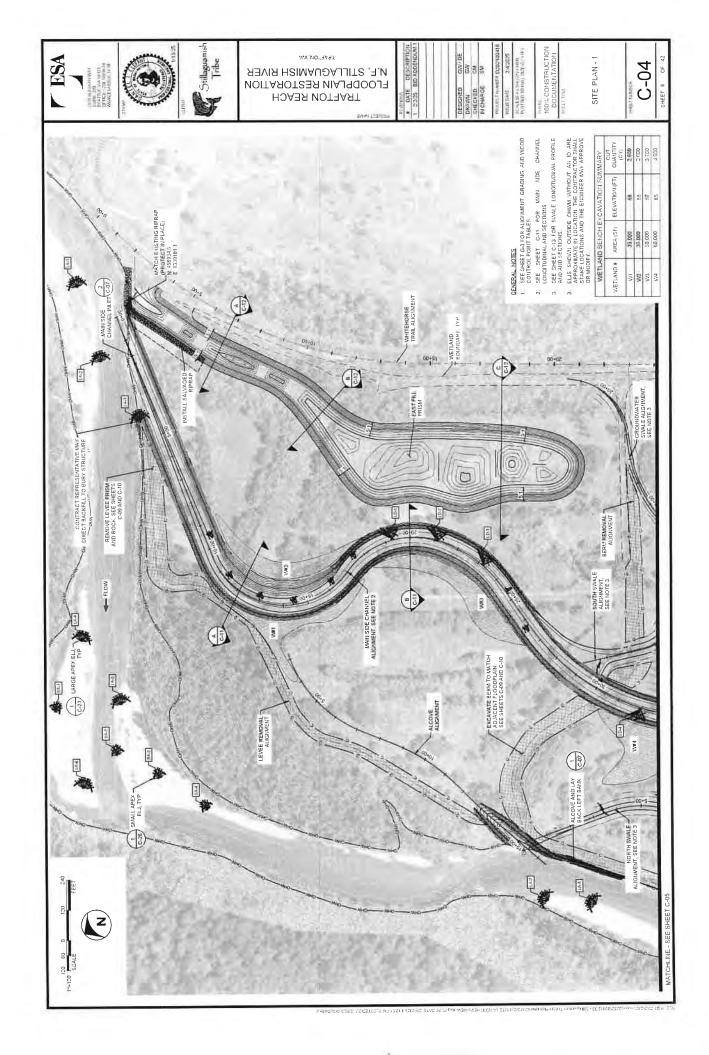
TYPE 3 LAF	TYPE 3 LARGE DEFLECTOR ELJ CONTROL TABLE	FOR ELJ
DESCRIPTION	NORTHING	EASTING
1-07	456 661 99	1,337 793.72
7 D 2	466.616.25	1,337 673.66
10-3	456 427 10	1,337 482 62
LD-4	456 303 06	1,336,621,85
5-07	455 852 67	1,336 242 44
9-Q7	455 317 66	1,335 399 05
10-7	456 703 56	1,335 679 58

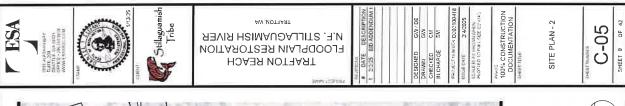
FSA		7	SUITE 200	SEATTLE V/A 9£121 OFFICE - 206 769 5658	WITH ESPECIAL COM	N. Carlotte			1000	No.	Cuon		Otllaguamish	Tupe				JT,	AA(DT:	SES WA	ИВ	\ 			- Statistic	# DATE DESCRIPTION 1 2225 BID ADDENDUM 1		DESIGNED CARLDE	IN CHARGE SW	PROJECT NUMBER D202100418	-after monwinger	PHASE ACCUSAGE CONTROLL	DOCUMENTATION	matt fills	LEGEND AND	ABBREVIATIONS	Manual Pro-	1
	NORTH		NOT IN CONTRACT	NOT TO SCALE	ON CENTER	PROTECT IN PLACE	PREPARTION	SQUARE FEET	STATION	TEMPORARY EROSION AND SEDIMENT CONTROL	TOP OF BANK	US ARMY CORPS OF ENGINEERS	US GEOLOGIC SURVEY	VERIFY IN FIELD	WASHINGTON DEPARTMENT OF FISH AND WILDLIFE	WASHINGTON DEPARTMENT OF TRANSPORTATION	WATER QUALITY	HORIZONTAL: VERTICAL								ME WATER	EVAILON												
	z	NADB3	NIC	NTS		립	PR P	SF	STA	TESC	TOB	USACE	USGS	AIN :	WDFW	WSDOT	W	XH:1V								TITLE / NAME	DETAIL / SECTION												
		BEST MANAGEMENT PRACTICE	CENTERLINE	CORRUGATED METAL PIPE	CRUSHED SURFACING BASE COURSE	CUBIC YARD	DIAMETER BREAST REIGHT	DIGITAL ELEVATION MODEL	DEMOLITION	EXISTING GRADE	ELEVATION GACINEEDED LOG 1444 (FL I)	EXISTING	FEET	FINISHED GRADE	INVERT ELEVATION	LINEAR FEET	LUMP SUM	MAXIMUM	MATIONAL ACRECUL TURE	CMICHIGAGE BERTALL STORY	DAL RETENENCING	,	SECTION REFERENCE LETTER ——————————————————————————————————	DETAIL REFERENCE NUMBER	LOCATION OF DETAIL	1	BRAWING FROM WHICH SECTION / DETAIL WAS TAKEN												
ABBRE	APPROX	BIMP	ಕ	CMP	CSTC	5 2	DIA	DEM	DEMO	EG	ELEV	ä	Ħ	P. F.	분 쁘	5	rs	MAX	NAIP	ACT STON			SECTION	DETAIL		SECTION	SECTION												
LEGEND - EXISTAND UTILITIES	UNILITY POLE	OVERHEAD BOWER		UNDERGROUND POWER															LEGEND - PROPOSED ENGHEERED LOG JAME	- Aller	(1) TYPE 1 LARGE APEX ELJ		(C-26) TYPE 2 SMALL APEX ELJ	1) (C-29 TYPE 3 LARGE DEFLECTOR ELJ		TYPE 4 FLOODPLAM ROUGHHESS ELL		TYPES SIMILE WOOD	LEGEND - PROPOSED FILL PLACEMENT	PRIORITIZED TOPSOIL TYPE 8 PLACEMENT	(上面面面) TOPSOL TYPE B PLACEMENT IF AVAILABLE. 上面间面: OTHERWISE CLEAR PILL		רובאוא גודר	WEED PROVE TOPSOIL TYPE 8 DEEP BURIAL AREA	SALVAGED RIPRAP PLACEMENT			
LEGEND - EXISTING COMPITIONS	PROPERTY LINE	Saut To Fried	HIGH LOT-WAY	ORDINARY HIGH WATER MARK (OHW)	BUILDING / STRUCTURE FOOTPRINT	EDGE OF PAVEMENT / CONCRETE	17.00	ROCK ARMOR AND RUBBLE / RIPRAP	() DECIDIOUS / CONIFER (DBH)		HOTAH IAVOMRA MASA		CULTURALLY SENSITIVE AREA		WETLAND				LEGEND - SITE PREPARATION, ACCESS, AND TESC	the first interest	CLEARING AND GRUBBING	TEMPORARY WATER CROSSING		TEMPORARY CLEARED ACCESS ROUTE		STABILIZED CONSTRUCTION ENTRANCE	CLEARING AND GRADING LIMIT	HI-VISIBILITY CONSTRUCTION FENCE	TURBIDITY CURTAIN	PROTECT TREE	· C	REMOVE / SALVAGE TREE							

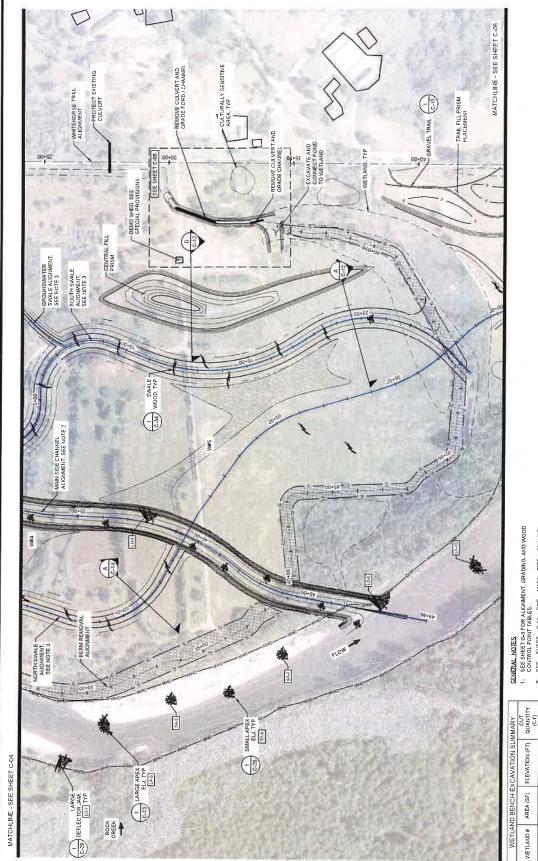














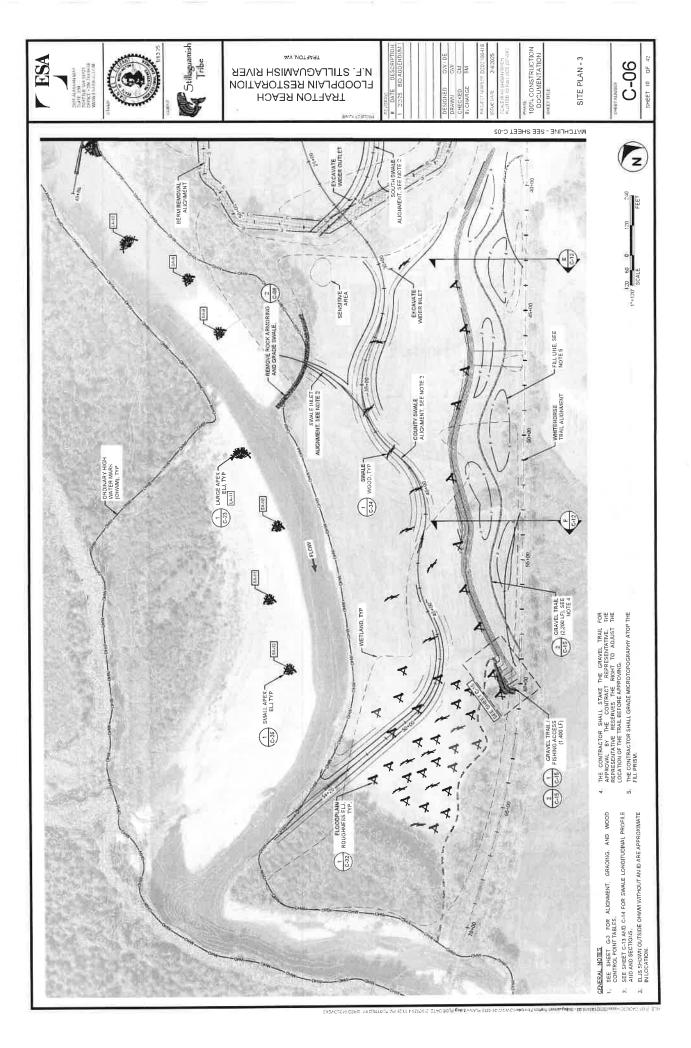


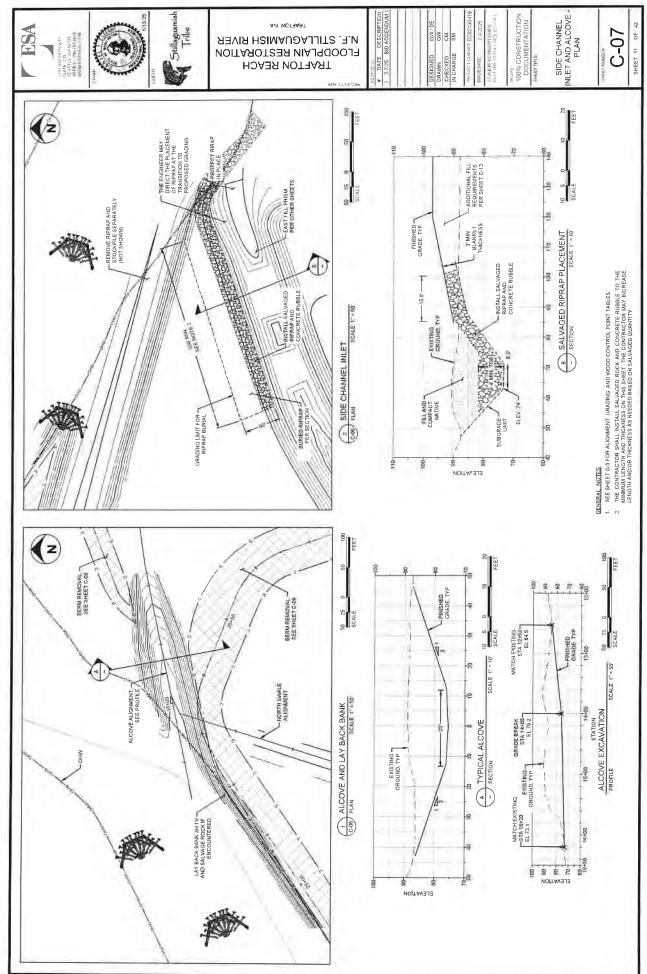
1. SEE SHEET CAS FOR ALICHMENT, GRADING, AND WOOD COURTED. POINT SEE SHEET CAS IN IN SIDE CHAINEL LONGYTHOUGH AND SECTIONS.

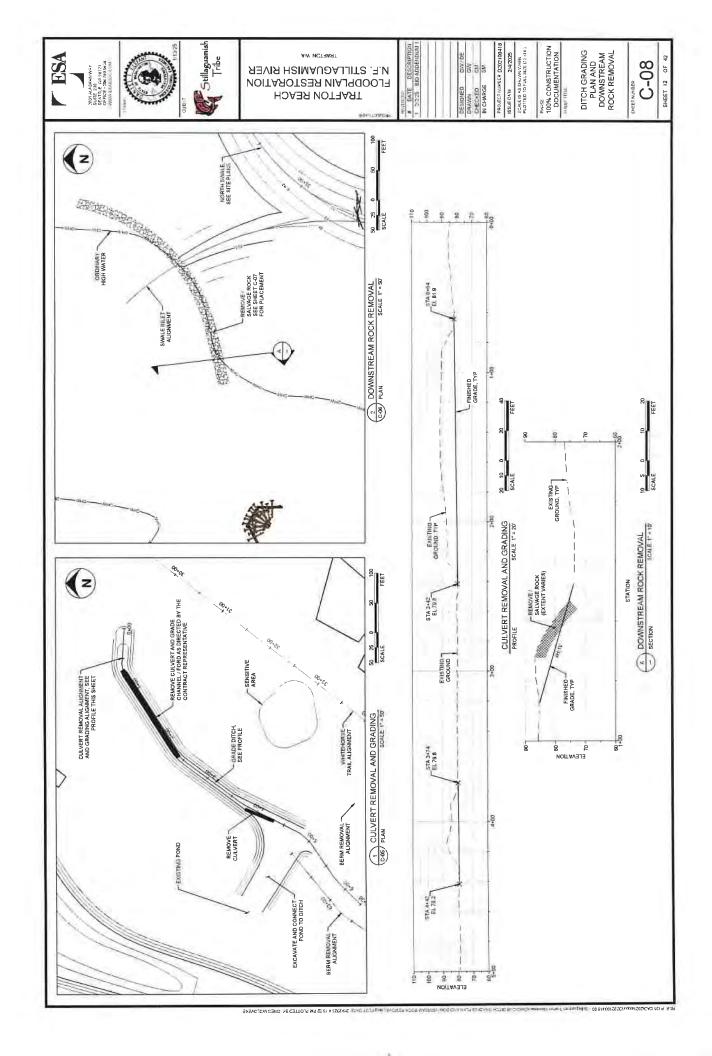
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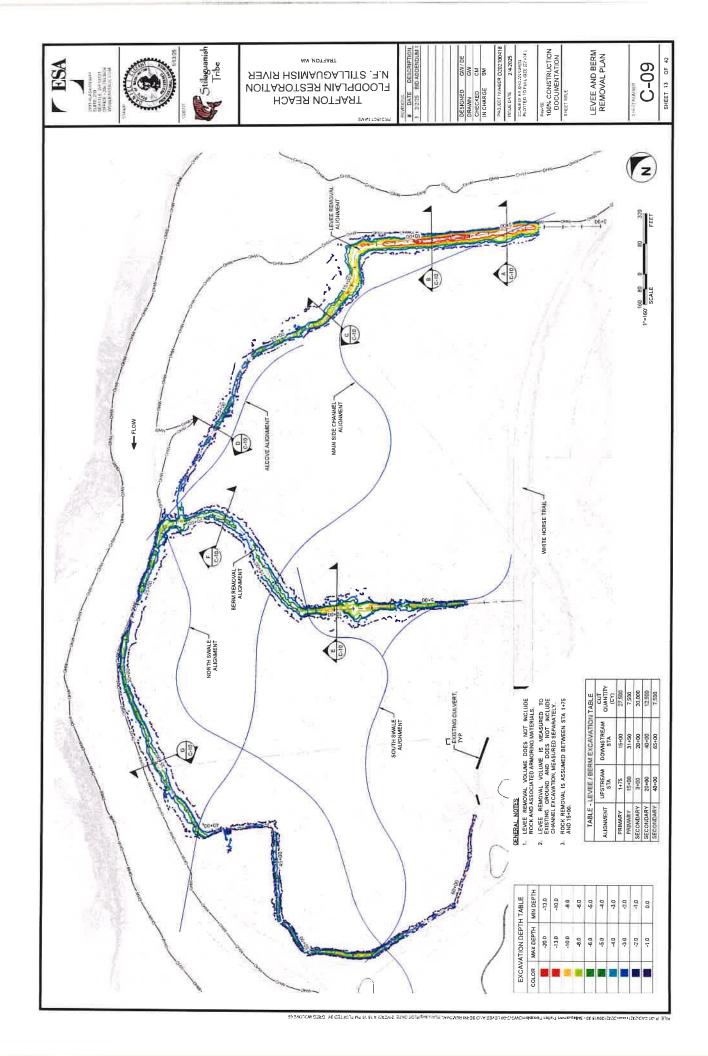
3. ELLS SHOWN OUTGOED ONWAN WITHOUT AN 1D ARE PRPROXIMATE IN LOCATION.

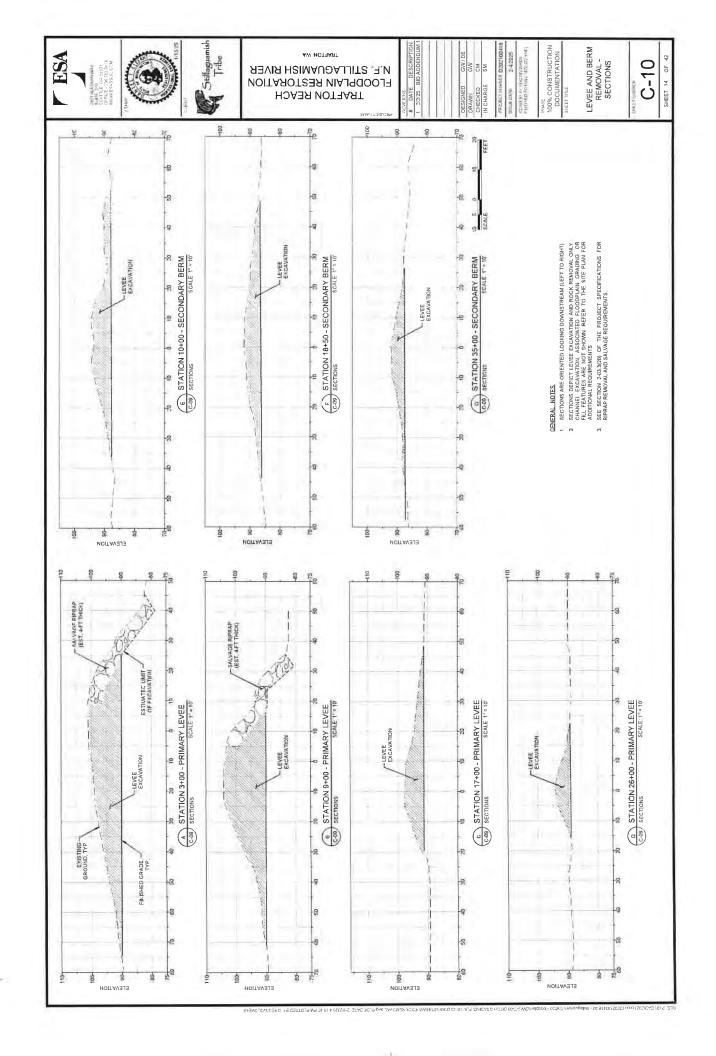
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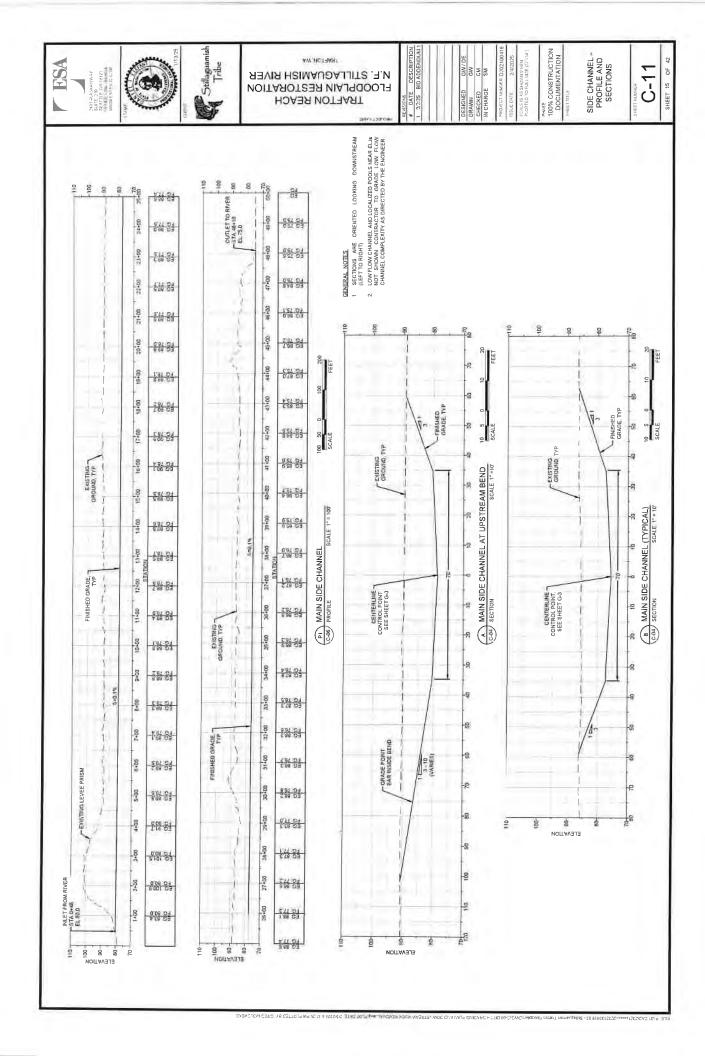


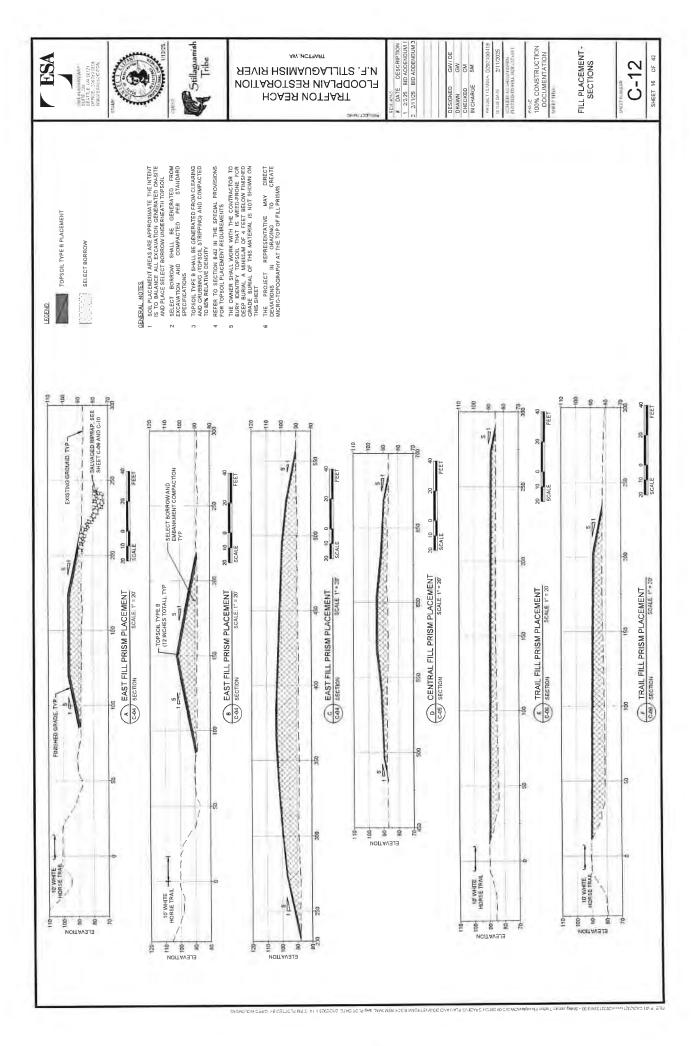


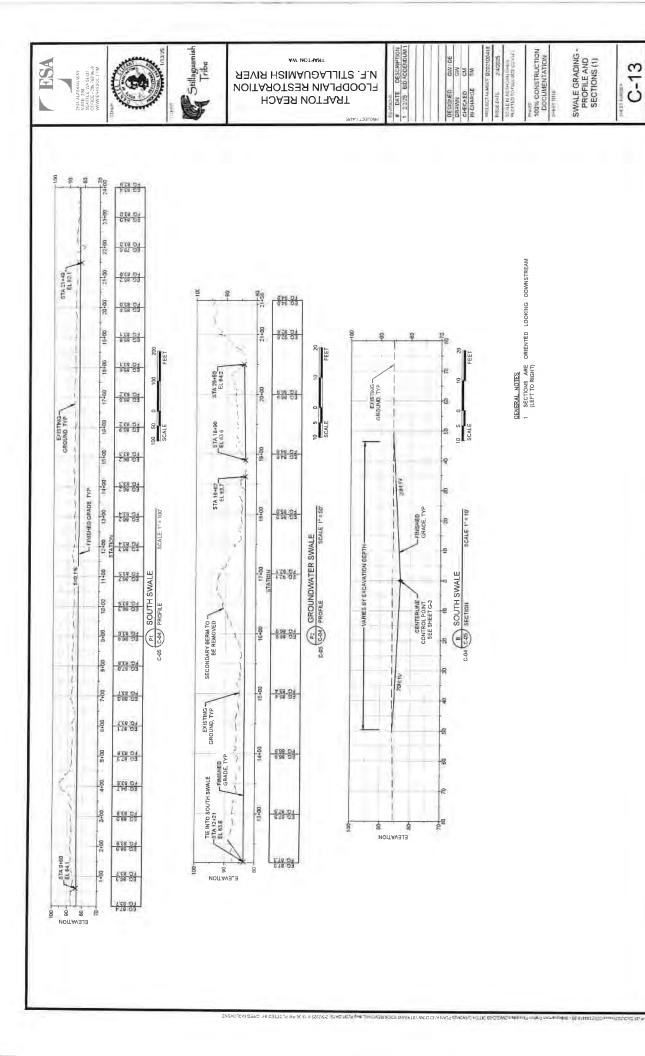


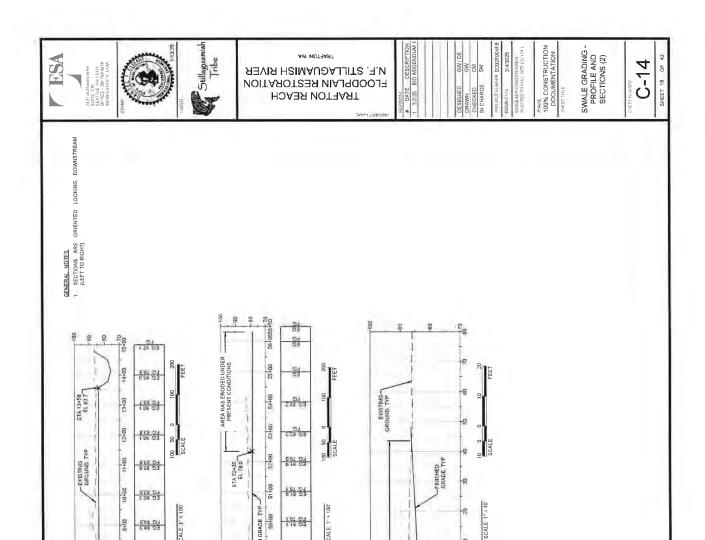












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C-04 (C-05) SECTION

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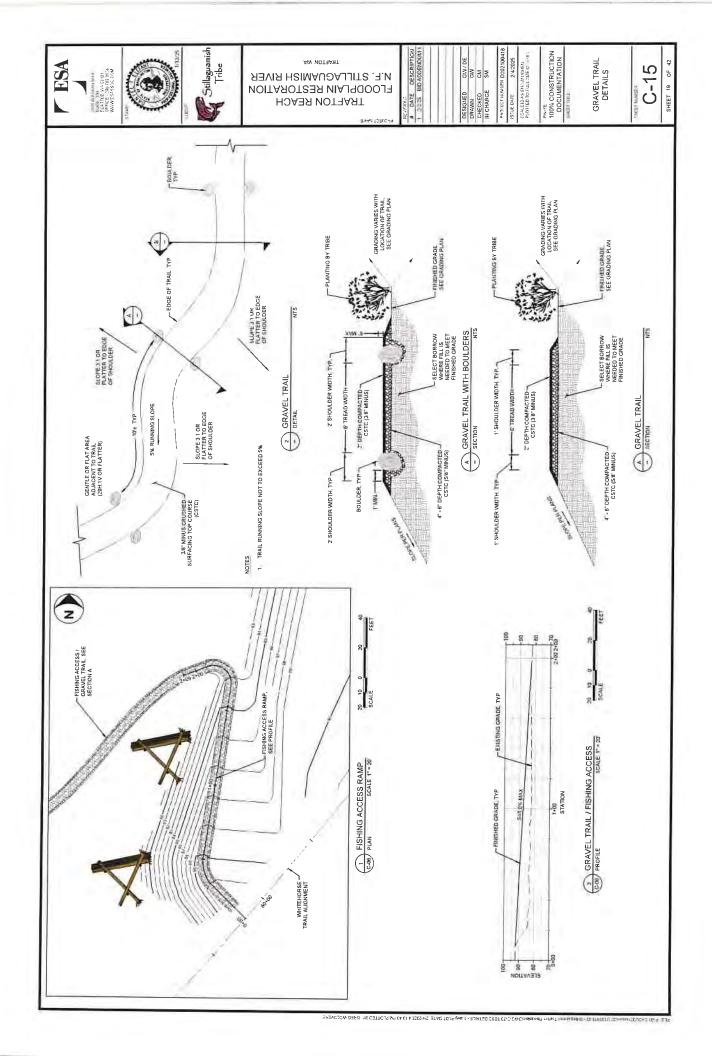
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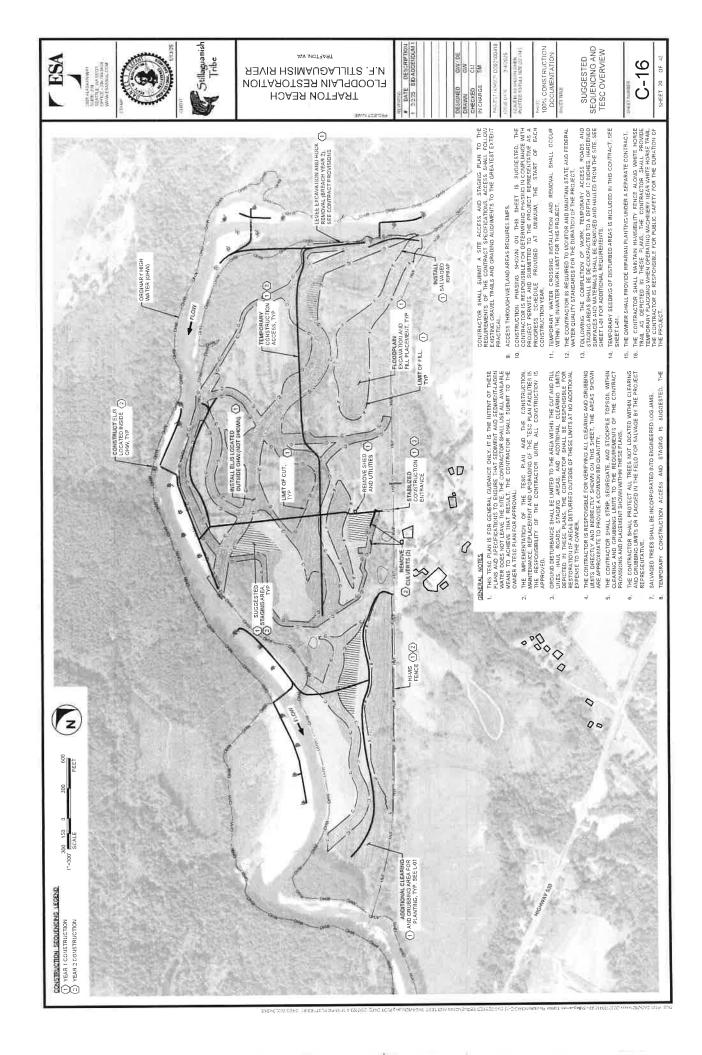
FINISHED GRADE, TVP

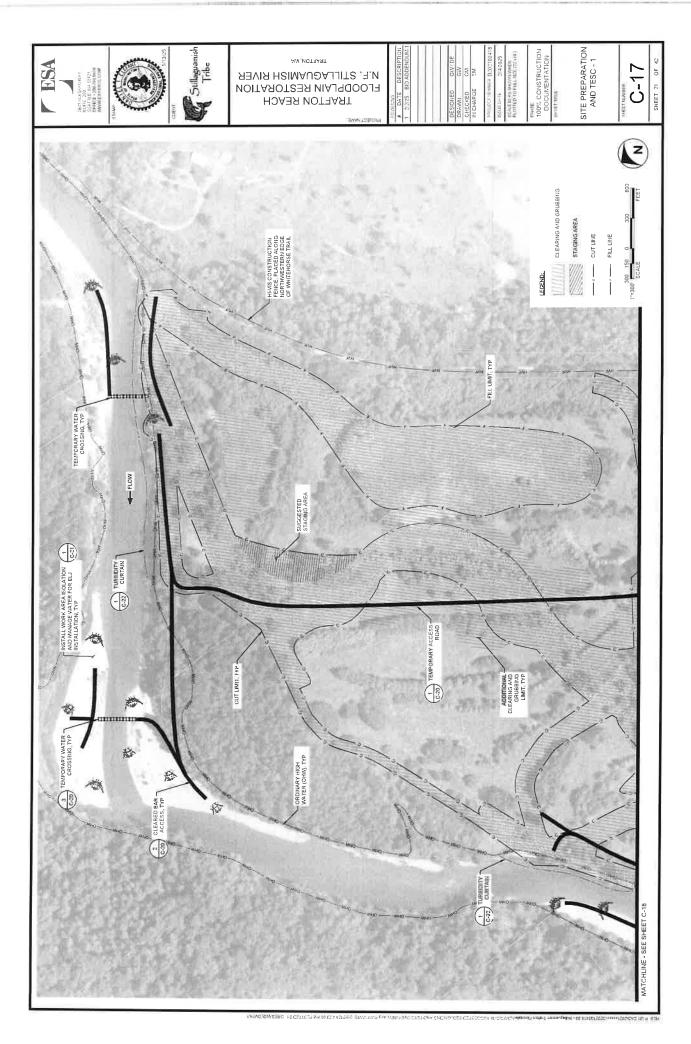
C-05 PROFILE

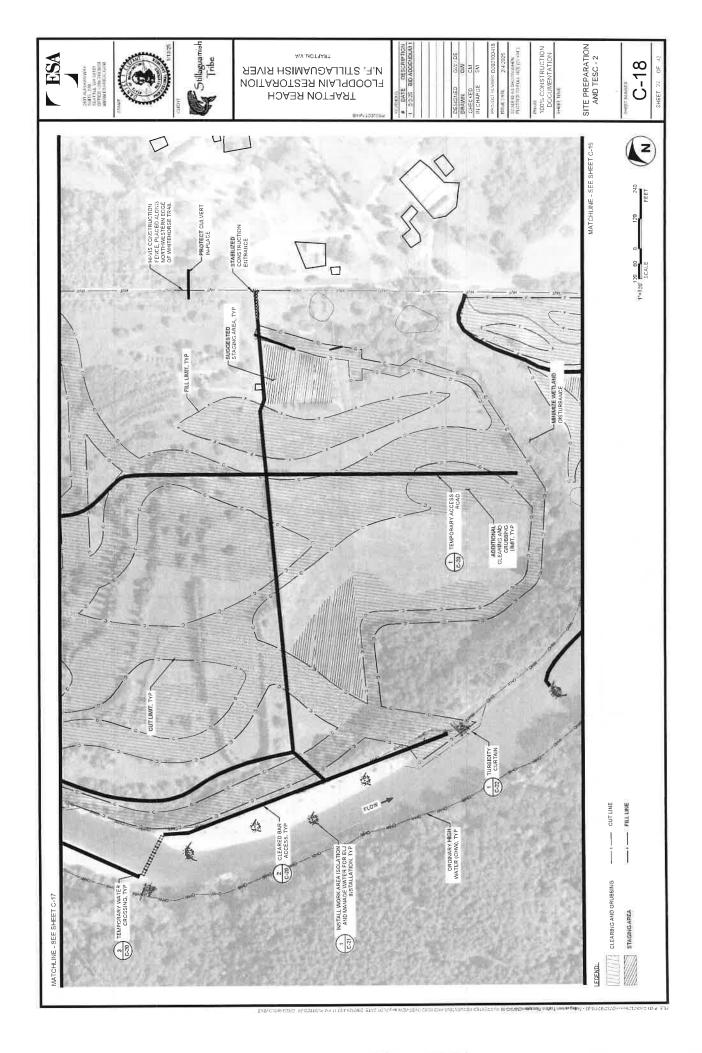
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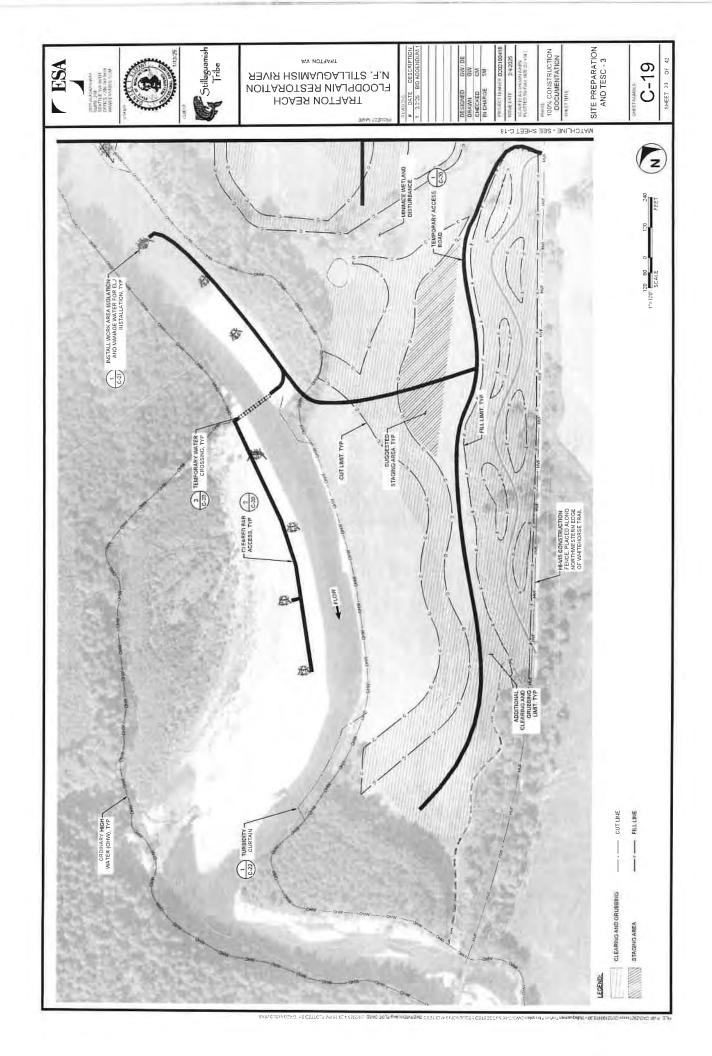
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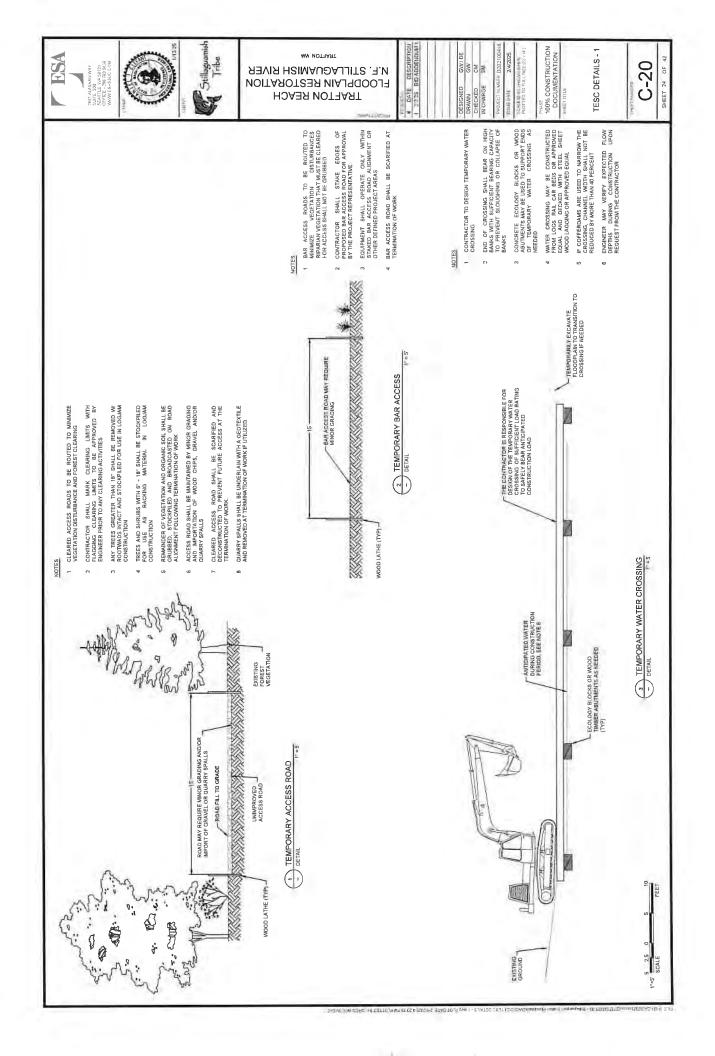


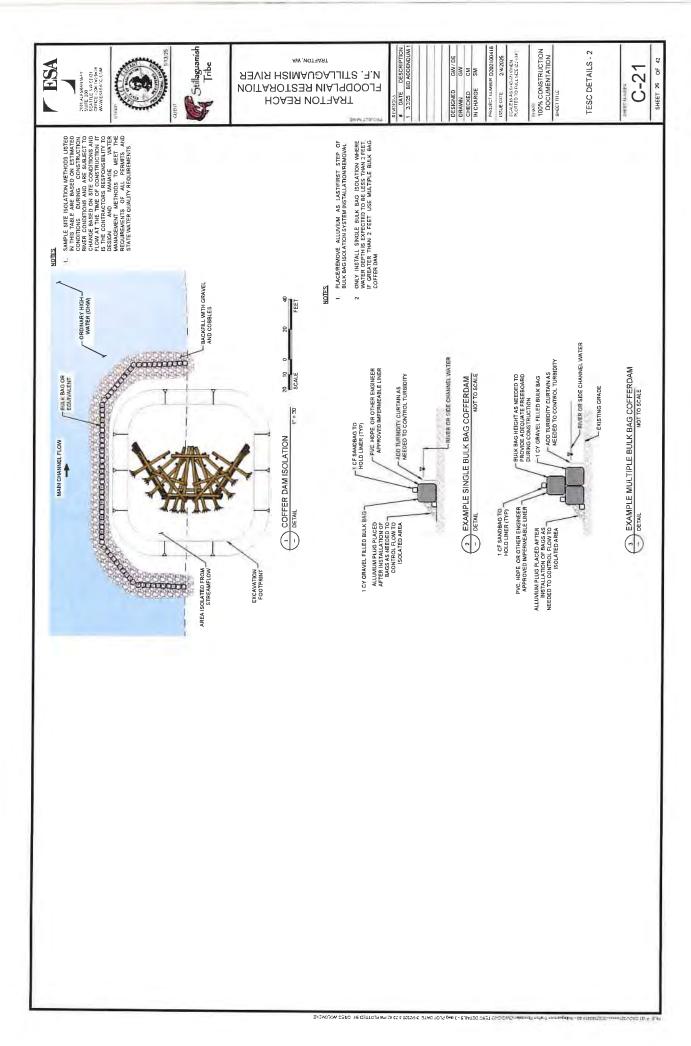


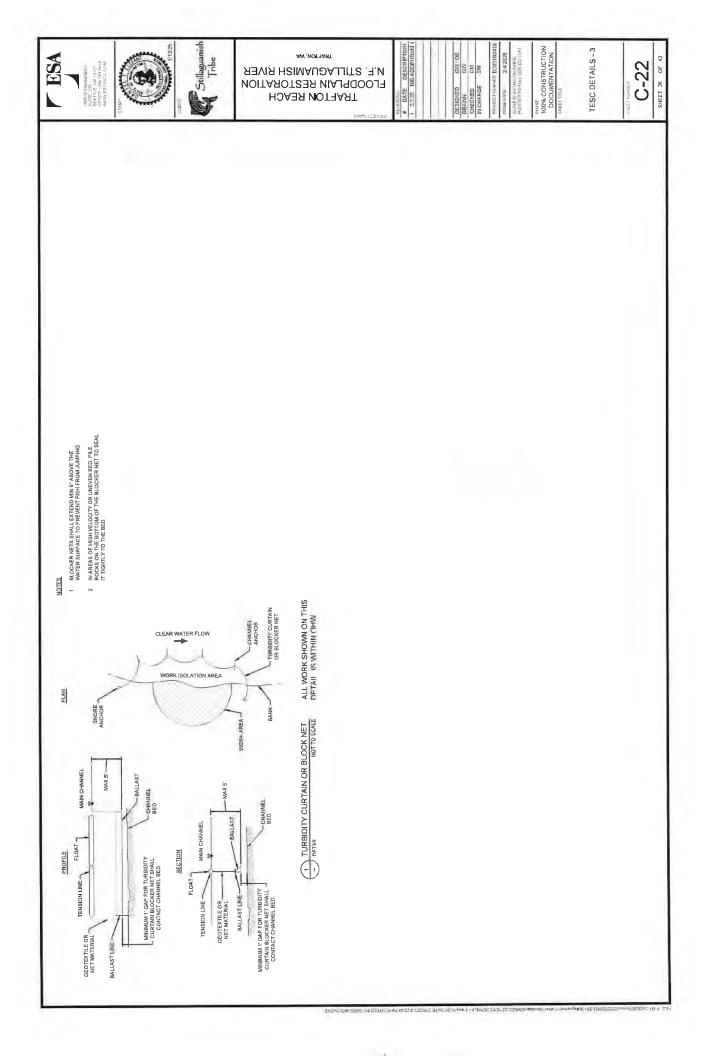


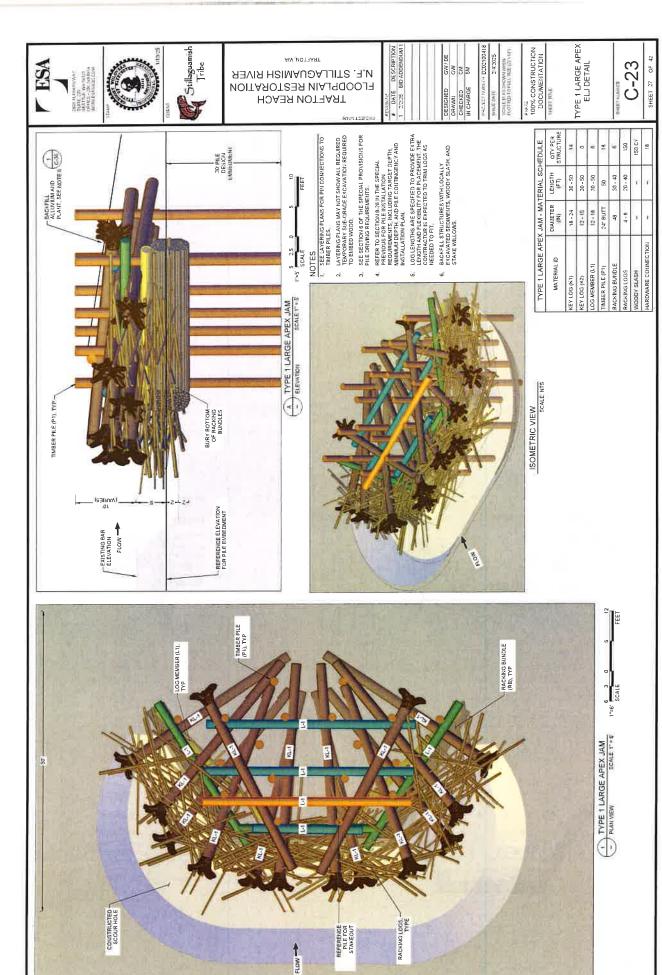


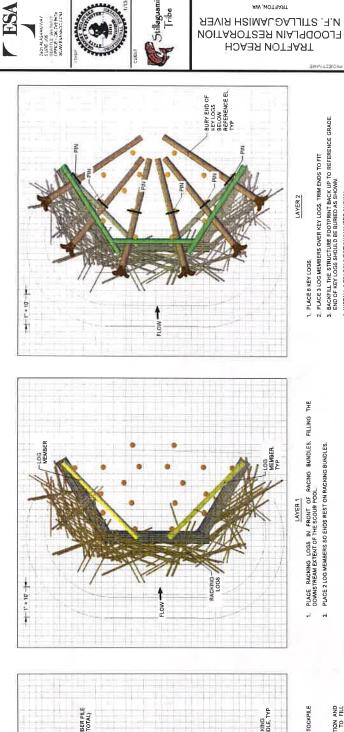












1. PLACE 6 KEY LOGS.

1. PLACE RACKING LOGS IN FRONT OF RACING BUNDLES, FILLING THE DOWNSTREAM EXTENT OF THE SCOUR POOL.

2. PLACE 2 LOG MEMBERS SO ENDS REST ON RACKING BUNDLES.

OVER-EXCAVATE SCOUR POOL AND STRUCTURE FOUNDATION, STOCKPILE MATERIAL FOR RE-USE.

FOR STAKEOUT

- U = U -

INSTALL 18 TIMBER PILES.

INSTALL RACKING BUNDLES (RB-1) AT THE BOTTOM OF EXCAVATION AND BACKELL WHILE BEGINNING LOGS AND SLASH WHILE BEGINNING TO FILL EXCAVATION WHH STOCKPILED COBBLES.

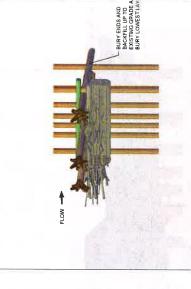
2. PLACE 3 LOG MEMBERS OVER KEY LOGS, TRIM ENDS TO FIT

3. BACKFILL THE STRUCTURE FOOTPRINT BACK UP TO REFERENCE GRADE. END OF KEY LOGS SHOULD BE BURIED AS SHOWN.

4. INSTALL 6 PIN CONNECTIONS WHERE SHOWN.

DATE DESCRIPTION

3 3 3 3

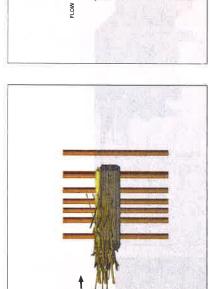


100% CONSTRUCTION DOCUMENTATION

TYPE 1 APEX JAM LAYERING PLAN (1)

SHEET 28 OF 42

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ELEVATIONS

TRAFTON REACH FLOODPLAIN RESTORATION N.F. STILLAGUAMISH RIVER

TYPE 1 APEX JAM LAYERING PLAN (2)





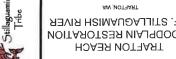




















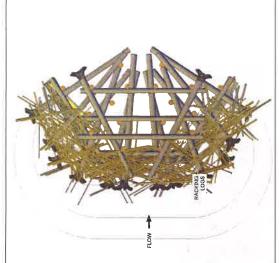












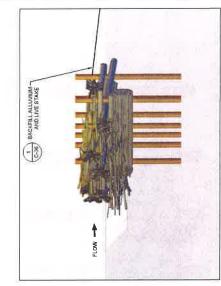
LAYER 5

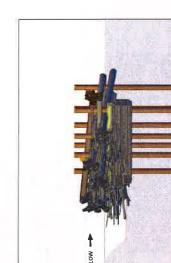


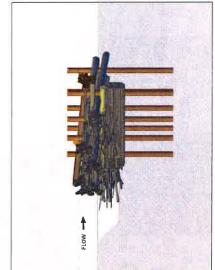
1. PLACE 2 KEY LOGS.
2. PLACE I LOO MEMBER.
3. BACKFILL THE STRUCTURE WITH ALLUNIUM AND SLASH UNTIL MATERIAL GRESTS ABOYE THE CURRENT LAFER.

LAYER 4

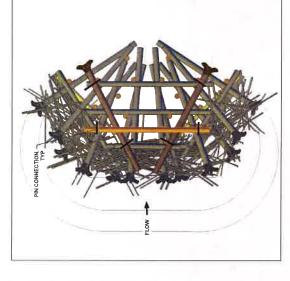
4. INSTALL 6 PIN CONNECTIONS WHERE SHOWN

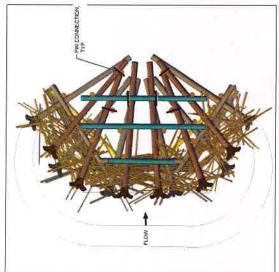








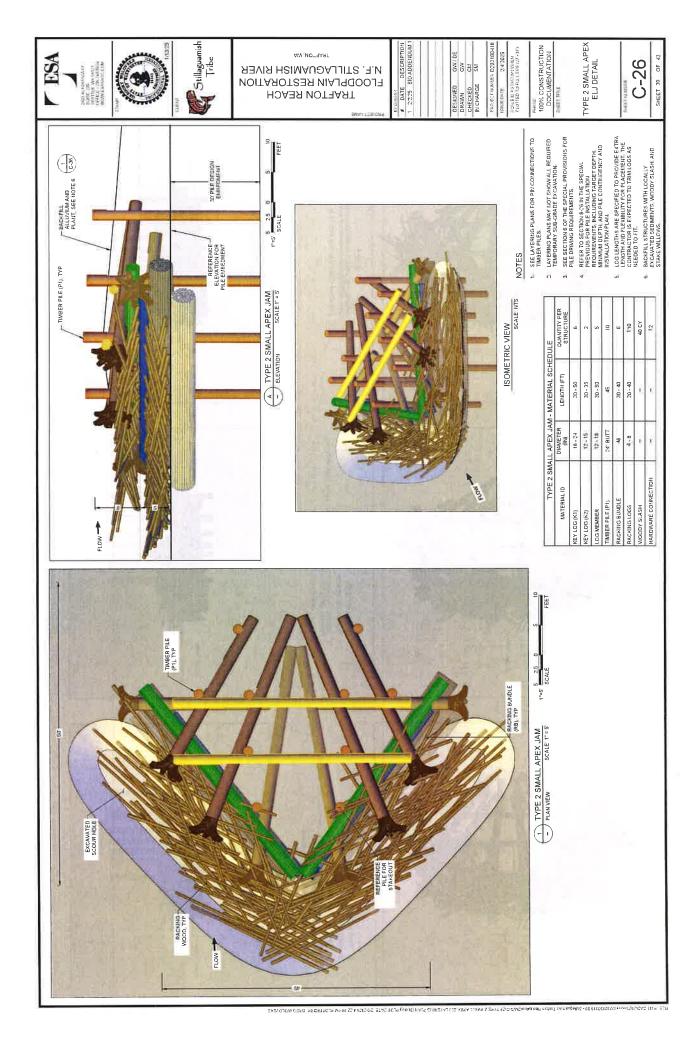




PLACE RACKING LOGS IN FRONT OF STRUCTURE,
 PLACE 8 KEY LOGS.
 PLACE 3 LOG MEMBERS.

4. BACKFIL THE STRUCTURE WITH ALLUVIUM AND SLASH UNTIL MATERIAL CREATS ABOVE THE CURRENT LAYER.

5. INSTALL 6 PIN CONNECTIONS WHERE SHOWN



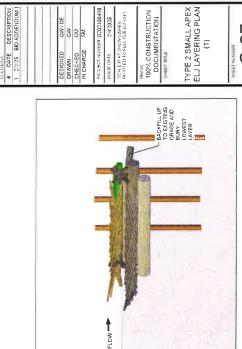








1. INSTALL 2 RACKING BUNDLES.
2. INSTALL ONE-THIRD OF SLASH AND RACKING LOGS. LAYER 2



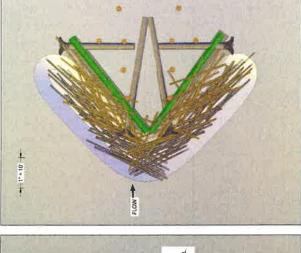
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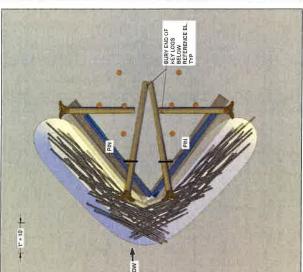
C-27

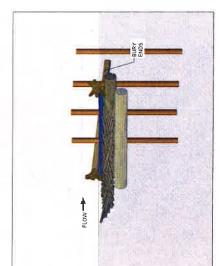
ELEVATIONS

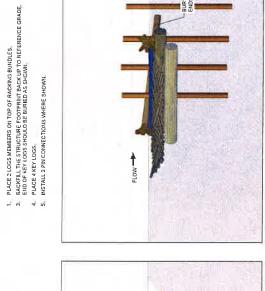
SHEET 31 OF

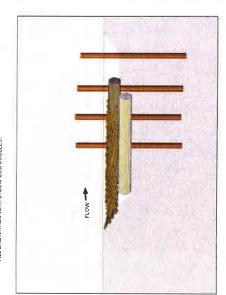


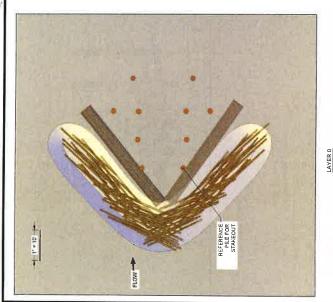












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TRAFTCN FLOODPLAIN R W.F. STILLAGU

DATE DESCRIPTION 2025 BID ADDENDIAN

GW/DE GW CM SM DESIGNED O DRAWH C CHECKED O

PH: 12 100% CONSTRUCTION DOCUMENTATION

TYPE 2 SMALL APEX ELJ LAYERING PLAN (2)



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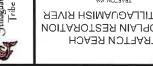
























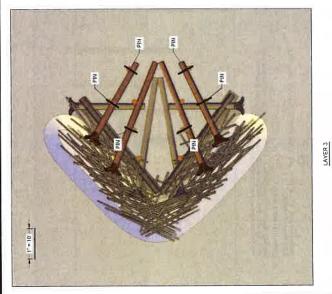
INSTALL 4 KEY LOGS.
INSTALL 6 PIN CONNECTIONS WHERE SHOWN.

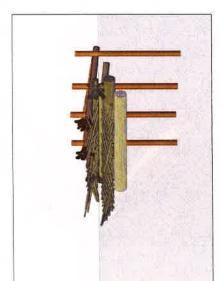
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ELEVATIONS







TRAFTON REACH FLOODPLAIN RESTORATION N.F. STILLAGUAMISH RIVER

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100% CONSTRUCTION DOCUMENTATION

TYPE 3 LARGE DEFLECTOR ELJ DETAIL

SHEET 33 OF 4









EXISTING EMBANKMENT --

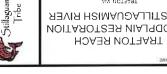
ESSE NOTE STANE.

TIMBER PILE (P1); TYF



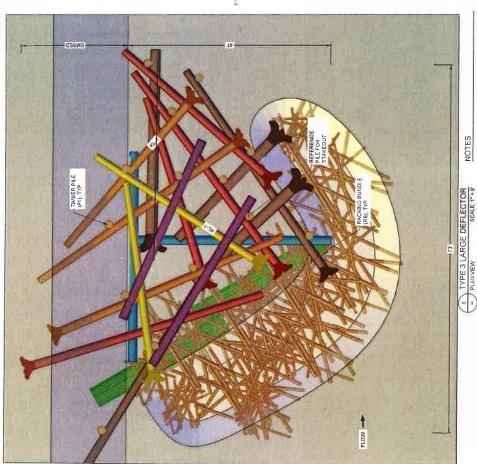












AS REE SECTIONS OF THE SPECIAL PROVISIONS FOR RELE DIVING SCUENKENTIC.
REER TO SECTION 2-SB IT HE SPECIAL PREVIOUS FOR THE INTRACTION HE REQUIREMENTS, INCLUDIOUS TARGET OF THE MINIMUM DEPTH AND PILE CONTRICENCY AND INSTALLATION PLAN. SEE LAYERING PLANS FOR PIN CONNECTIONS TO TIMBER PILES. LAYERING PLANS MAY NOT SHOWALL REQUIRED TEMPORARY SUB-GRADE EXCAVATION REQUIRED TO EMBED WOOD, LOG LENGTHS ARE SPECIFIED TO PROVIDE EXTRA LENGTH AND FLEKIBILITY FOR PLACEMENT. THE CONTRACTOR IS EXPECTED TO THIM LOGS AS REEDED TO FIT.

TYPE 3 LAR	GE DEFLECTOR	TYPE 3 LARGE DEFLECTOR - MATERIAL SCHEDULE	EDULE
MATERIAL ID	OIAMETER (IN)	LENGTH (FT)	STRUCTURE
KEY LOG (K1)	18-24	30 - 50	77
KEY LOG (K2)	12-15	30 - 20	.0
OG MEMBER	12-10	30 - 50	4
Maer Pice (P1)	24" BUTT	45	14
RACKING BUINDLE	48	30 - 40	2
RACKING LOGS	4-6	20 - 40	150
WOOD? SLASH	Ē	ı	75 CY
HARDWARE COMMECTION	1	į	16

Г					ī		Ī	Ī	1
DULE	STRUCTURE	7	.0	4	1	2	150	75 CY	ā
LARGE DEFLECTOR - MATERIAL SCHEDULE	LENGTH (FT)	30 - 50	30 - 50	30 - 50	45	30 - 40	20 - 40	r	į
E DEFLECTOR	OIAMETER (IN)	18 - 24	12-15	12-18	24" BUTT	87/	4 - 8	Ē	1
LARG									

BACKFILL STRUCTURES WITH LOCALLY EXCAVATED SEDIMENTS, WOODY SLASH, AND STANE WILLOWS.

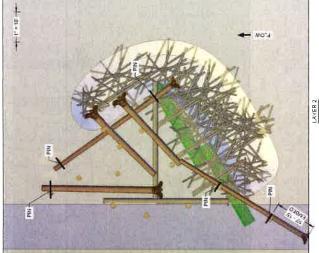
TYPE 3 LARGE DEFLECTOR ELJ LAYER PLAN (1)

C-30

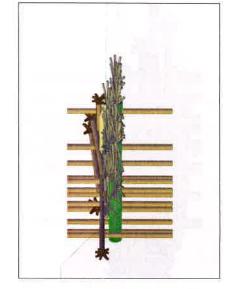


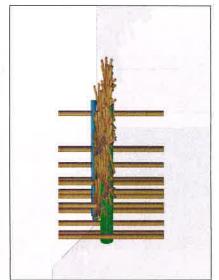
ELEVATIONS

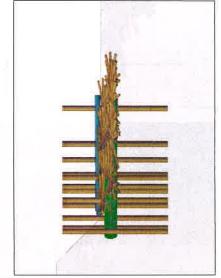


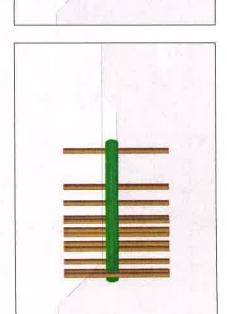


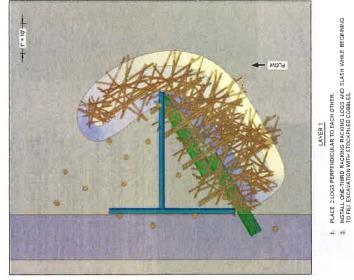












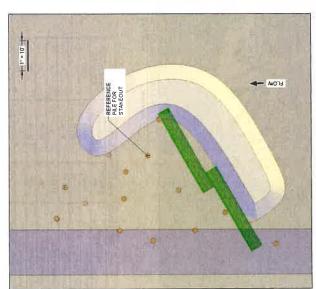


EXHIBIT D
PEDESTRIAN TRAFFIC CONTROL PLAN
RED CIRCLE DESCRIBE THE PEDESTRIAN TRAFFIC CONTROL LOCATION ON WHITEHORSE TRAIL
DURING CONSTRUCTION



DESCRIPTION OF PLAN

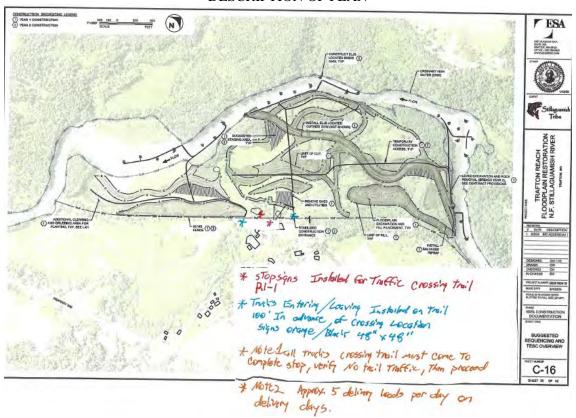
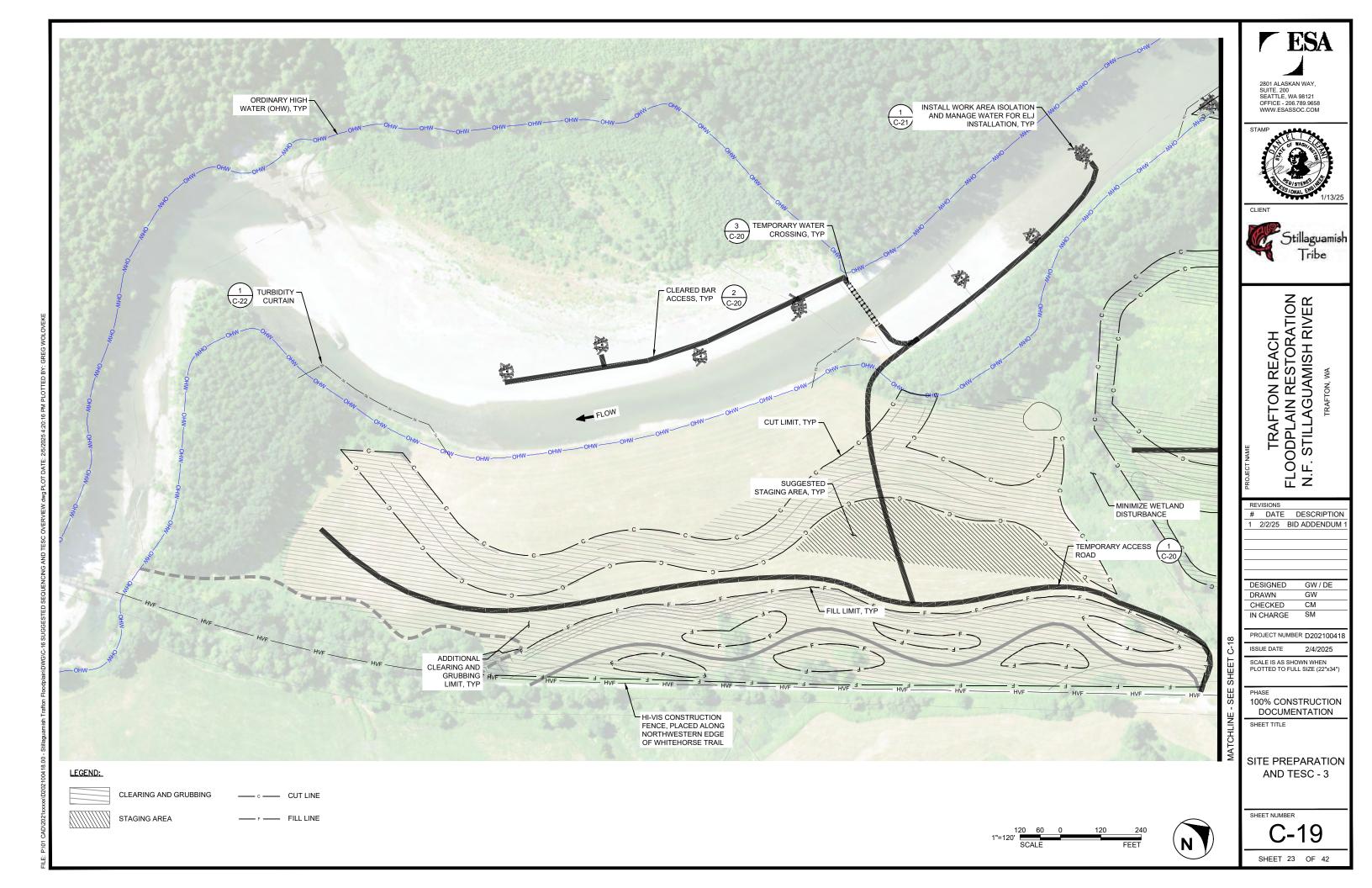
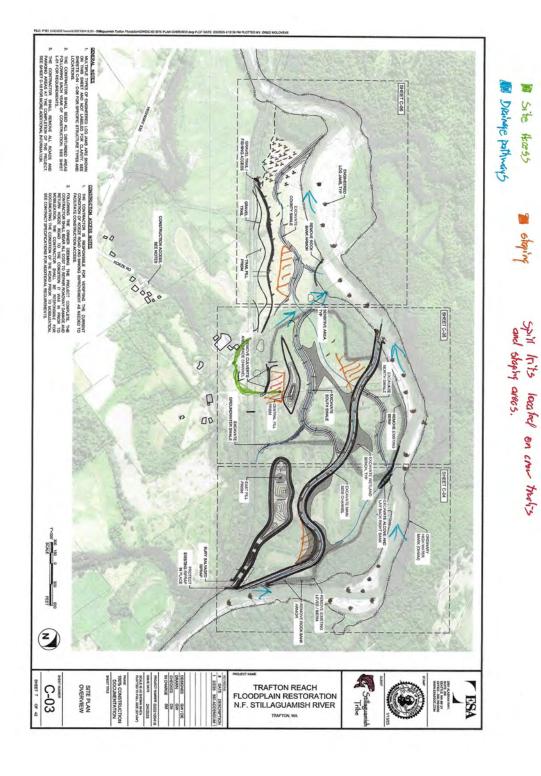


EXHIBIT ESTAGING AREA PLAN





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

APPENDIX E

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

l.	Date:		
II.	Name:	Stillaguamish Tribe Of Indians	

Jason Griffith, Environmental Program Manager

Address: 3322 236th 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.
 - General. 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. Other Insurance Provisions and Requirements. 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. Removal of Vegetation. 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. Removal Upon Revocation or Termination. 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. Other Persons and Property. 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. Other Requirements. 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. 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, 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 I	County	3.35	18.8
21	L-HTCH-RIP-MIX-FORST	0.53	Riparian I	County	3.35	1.8
29	L-HTCH-RIP-MIX-FORST	6.16	Riparian I	County	3.35	20.6
30	L-HTCH-RIP-MIX-FORST	1.87	Riparian I	County	3.35	6.3
43	L-HTCH-RIP-MIX-FORST	7.03	Riparian I	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								

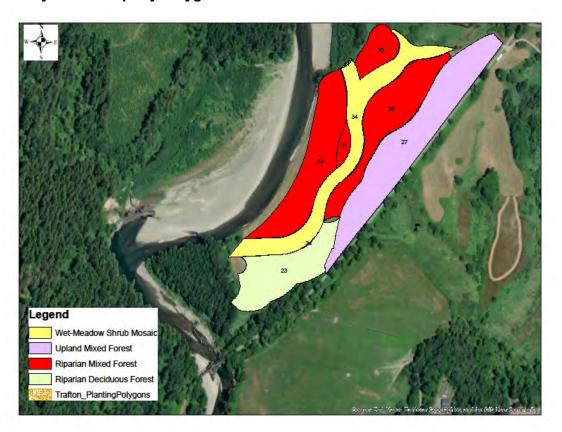
Table 3. Native woody-stem plant seed mixes including botanical name, composition & application rate.

	RIPARIAN DEC	-	UPLAND MIX	ED FOREST	WET MEADO MOS	-
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.

			<u>J</u>	
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 hazeInut	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.





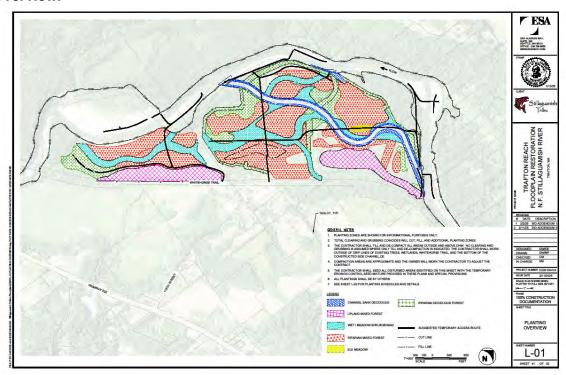


Figure 1. Proposed schedule for riparian restoration at Trafton Reach Floodplain Restoration N.F. Stillaguamish River project.

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
27	Upland Mixed Forest	10.47	SnoCo		Seeding	Planting															
23	Riparian Deciduous Forest	5.61	SnoCo	_	Seeding		Vogo	tation			Vogo	tation		_ -	Veget	ation			Vegeta	tion	
21	Riparian Mixed Forest	0.53	SnoCo	ti Gi	Seeding		Surv				Surv			for ent	Survi				Surve		
29	Riparian Mixed Forest	6.16	SnoCo	i i	Seeding			e Plant				e Plant		erve anti	Invasiv				Invasive		
30	Riparian Mixed Forest	1.87	SnoCo	ons	Seeding			trol				trol		tese ppl	Con				Conti		
43	Riparian Mixed Forest	7.03	SnoCo	ŭ	Seeding		Con	troi			Con	troi		s s	Con	troi			Conti	101	
34	Wet Meadow_Shrub Mosaic	7.48	SnoCo		Seeding																

EXHIBIT C



Title: NPDES Procedure - All Parties

Document Information

Procedure Type: Department
 Procedure Owner:
 Status: FINAL
 Governing Department: Parks
 Todd McNeal, NPDES Lead
 Next Review: 09/01/2027

4. Regulatory Source(s): OTHER Other: Phase I Municipal Stormwater

Permit

5. Retention Schedule: 3 Year **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 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.

SOURCE CONTROL: 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

<u>SPILL RESPONSE</u>, <u>CONTAINMENT AND REPORTING REQUIREMENTS</u>: 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.
- o "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.
- "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	X	

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