

ADDENDUM NO. 1

February 28, 2020

Kackman Creek Culvert Replacement with a New 110-Foot Bridge at 55th Ave NE

NOTICE TO PROSPECTIVE BIDDERS

NOTICE IS HEREBY GIVEN BY THE STILLAGUAMISH TRIBE OF INDIANS that the Contract Documents and Plans have been modified as follows:

1. Contract Documents, Pg. 5 – Instruction to Bidders, Completion Time

Is revised to read:

The Contractor shall complete all project work between **March 31, 2020**, and **November 15, 2020**. **No work shall occur within the Ordinary High Water (OHW) of Kackman Creek before July 16 or after September 15** as required by the Department of the Army Nationwide Permit (NWP) 27 issued by the U.S. Army Corps of Engineers and the Hydraulic Project Approval (HPA) permit issued by the Washington Department of Fish and Wildlife, included in the Contract Documents. **Planting of trees and shrubs shall be completed between October 1, 2020 and November 15, 2020**. The Contractor shall complete all work on the project, except for necessary plant establishment maintenance, before November 15, 2020. All equipment and materials shall be de-mobilized and cleared from the site before **November 15, 2020**. Extensions in completion time will be granted for increases in the contract value of the work to be done.

2. Contract Documents, Pg. 45 – Project Proposal Signature Form

Is replaced with the attached Project Proposal Signature Form, found in the file "Addendum1-2_V1S2_9Proposal Signature form.pdf", dated February 28, 2020.

3. Contract Documents, Pg. 61 – Stillaguamish Tribe of Indians Sample Contract Form

Is replaced with the attached Stillaguamish Tribe of Indians Sample Contract Form, found in the file "Addendum1-3_StillaguamishSampleContract.pdf", dated February 28, 2020.

4. Special Provisions Pg. 23, Section 1.07.17 Utilities and Similar Facilities, lines 39-44

Is revised to read:

*** Snohomish County PUD No. 1 ***

*** Attn: Brett Smith ***

*** 210 E. Division St ***

*** Arlington, WA 98223 ***

*** Office: (360) 435-7512 ***

*** Fax: (425) 267-6630 ***

5. Appendix A Contract Plans of the Special Provisions, Drawings C1.01, RD2.01, BR4.02, BR4.05, BR4.06, BR4.08, BR4.10, BR4.11, BR4.12, BR4.14, BR4.15, BR4.18

Have been revised to address Snohomish County comments for the ROW Use permit and are replaced with the attached updated Drawings found in the file "Addendum1-4_Kackman_RevDwgs_Combined.pdf".

6. The HPA permit provided in Appendix E Permits of the Special Provisions

Has been modified with an updated Application ID of 20438 and to be consistent with the final bridge design. The pdf for the new HPA is entitled "Addendum1-5_HPA 2020-4-104+01 for APP ID 20438.pdf".

7. Appendix E Permits of the Special Provisions

Has been revised to include:

Formal documentation submitted to the Washington State Department of Ecology for coverage under the Washington State Department of Ecology's Construction Stormwater NPDES and State Waste Discharge General Permit, including 1) A copy of the online application and public notice, entitled "Addendum1-6_2017019 Notice of Coverage Signed.pdf" and 2) A copy of the Transfer of Coverage form, entitled "Addendum1-7_2017019 Transfer of Coverage Signed.pdf" to be completed and submitted to Ecology by the winning bidder prior to NTP, per Section 8-01.1 of the Special Provisions.

8. The NWP 27 Verification Letter provided in Appendix E Permits of the Special Provisions

Has been supplemented to include:

A modified NWP 27 Verification Letter dated February 28, 2020 that supersedes the verification authorized on June 14, 2020 and modifies Special Condition c to allow authorized activities through September 15 in any year the permit is valid. All other terms and conditions contained in the original NWP verification remain in full force and effect. The modified NWP Verification Letter dated February 28, 2020 is contained herein with the title "Addendum1-8_20200228-NWPMoDLtr-NWS-2018-1142.pdf".

END OF ADDENDUM No. 1

**THIS ADDENDUM MUST BE ACKNOWLEDGED BY SIGNATURE ON
THE REVISED PROJECT PROPOSAL SIGNATURE PAGE DATED
FEBRUARY 28, 2020**

DATE OF BID OPENING: Thursday March 5, 2020 at 2:00 pm



Carole Kirk
Project Manager



Chris Boser
Housing Director

KACKMAN CREEK CULVERT REPLACEMENT PROJECT

PROPOSAL SIGNATURE FORM

Date: _____

To: Stillaguamish Tribe of Indians

The bidder is hereby advised that by signature of this Project Proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid is attached hereto:

CASHIER'S CHECK	<input type="text"/>	_____	DOLLARS
MONEY ORDER	<input type="text"/>	(\$)	PAYABLE TO THE STILLAGUAMISH TRIBE OF INDIANS
CERTIFIED CHECK	<input type="text"/>	(\$)	PAYABLE TO THE STILLAGUAMISH TRIBE OF INDIANS
BID BOND	<input type="text"/>	(\$)	IN THE AMOUNT OF 5% OF THE TOTAL BID

** Receipt is hereby acknowledged of addendum(s) _____ , _____ & _____

SIGNATURE OF AUTHORIZED OFFICAL (S)

FIRM NAME _____

(ADDRESS) _____

STILLAGUAMISH TRIBE OF INDIANS

GENERAL CONTRACTOR SERVICES

This Contract ("Contract") for General Contractor services is made and entered into within the Stillaguamish Tribe of Indians, Indian Country, this ____ day of _____, 2020 ("Effective Date") by and between the STILLAGUAMISH TRIBE OF INDIANS a sovereign, Federally Recognized Tribe (hereafter "Tribe"), whose principal office is at 3322 236th St NE, Arlington, WA 98223, and _____. (hereinafter referred to as "Contractor"), whose principal office is at _____ PH _____ Fax _____ email: _____

ARTICLE 1 EXECUTION, CORRELATION AND INTENT

§ 1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, and any Drawings, Specifications, Attachments, or other documents listed herein, and Modifications issued after execution of this Contract, which are attached to this Contract, and which are labeled as Attachments to this Contract; all of which form the Contract. If anything in other Contract Documents is inconsistent with this Contract, this Contract shall govern.

§ 1.2 THE WORK OF THIS CONTRACT

Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Nothing in this Contract shall create a contractual relationship between the Tribe and any person or entity other than the Contractor.

ARTICLE 2 OWNERS (TRIBE)

§ 2.1 The Tribe shall designate a representative (Project Officer) authorized to act on the Tribe's behalf with respect to the Project. The Tribe or such authorized representative shall examine documents submitted by Contractor and shall render decisions in a timely manner and in accordance with the schedule accepted by the Tribe. The Tribe may obtain independent review of the Contract Documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Tribe. Such independent review shall be undertaken at the Tribe's expense in a timely manner and shall not delay the orderly progress of the Work.

§ 2.2 The Tribe shall cooperate with Contractor in securing non-Tribal building and other permits, licenses and inspections. The Tribe shall not be required to pay the fees for such permits, licenses and inspections unless the cost of such fees is excluded from the Contractor's Proposal.

§ 2.3 If the Tribe observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with Contractor's Proposal or Construction Documents, the Tribe shall give prompt written notice thereof to Contractor.

ARTICLE 3 SCOPE OF WORK

§ 3.1 Scope of Work (SOW), The Contractor shall provide the expertise and any other resources necessary to complete all tasks and to complete the project, as described in the SCOPE OF WORK, attached hereto and incorporated into this Contract (Attachment A). Contractor shall be currently licensed and bonded as a professional Contractor in the State of Washington and perform the Project in a manner that meets professional standards for a General Contractor in the State of Washington. Contractor shall be solely responsible for the professional quality, technical accuracy, and timely completion of its work. The general location of the property, is at Stillaguamish Village, 55th Ave NE and James Dorsey Way, Arlington in Snohomish County, WA 98223.

ARTICLE 4 TERM OF CONTRACT

Contractor shall begin performance of the project upon award and/or Notice to Proceed, and complete project in phases as detailed in SOW, attached. Any change in performance or services of this Contract shall require a contract amendment/modification, approved by the Tribe. TIME IS OF THE ESSENCE in completion of the Project, and is part of the consideration of the Contract.

Should any additional service be requested that is outside the SCOPE OF WORK, (SOW) those services must be approved in advance in writing by the Tribe and the new time of completion indicated in the amendment/modification will be considered the final due date for completion of the Project.

ARTICLE 5 GENERAL RESPONSIBILITIES OF CONTRACTOR

§5.1 Payment of Taxes and Procurement of Tribal Licenses and Permits: Contractor shall pay any applicable Tribal, federal, state and local taxes required by law in connection with its performance under this Contract and shall secure all necessary Tribal licenses and permits, paying the fees therefore. As noted above in Article 2.2, the Tribe will cooperate with the Contractor in securing non-Tribal permits, licenses and inspections.

§5.2 Compliance with Laws and Regulations: Contractor shall comply with all applicable Tribal, federal, state and local laws and ordinances, rules, regulations and orders relating to the performance of this Contract. If any of the Contract Documents are at variance therewith, the Contractor shall notify the Project Officer promptly upon discovery of such variance.

§5.3 Certification of Non-Segregated Facilities: By signing this Contract, Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of Contractor's establishments and that Contractor's employees are not permitted to perform their services at any location, under this Contract, where segregated facilities are maintained. Contractor agrees that failure to abide by this certification is a breach of this Contract.

§5.4 Non-Discrimination: Contractor agrees to comply with all applicable federal, state, county and local civil rights and human rights laws.

§5.4 Responsibility for Negligence of Employees and Subcontractors: Contractor assumes full responsibility for the acts, negligence and/or omissions of all of its employees under this contract, for those of its subcontractors and their employees, and for those of all other persons doing work under contract with it. This responsibility specifically extends hereunder to those warranties given by Contractor under Article 10 of the Contract.

§5.5 Indemnity and Hold Harmless Agreement: Contractor agrees to indemnify and hold harmless the Tribe, and its entities, and the officers, agents and employees of each, from and against all claims, damages, losses and expenses related to or arising from Contractor's services or goods as set out in this Contract. Such expenses include reasonable attorney's fees if it is necessary for the Tribe to commence or defend an action arising out of or associated in any way with Contractor's performance of the Contract. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or in part by any of Contractor's negligent, reckless or intentional acts or omissions, or that of Contractor's subcontractor, or that of anyone employed by them or for whose acts Contractor or Contractor's subcontractor may be liable.

ARTICLE 6 BASIS FOR PAYMENT

§6.1 Contract Sum. The Tribe shall pay Contractor the Contract Sum in current funds for the Contractor's performance of the Contract.

§ 6.2 Guaranteed Maximum Price. The contract sum of the Work to be performed and the Contractor's Fee is guaranteed by the Contractor not to exceed \$ _____, subject to additions and deductions by Change Order attachment as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Tribe unless a change order applies.

§ 6.3 Disputed Compensation. In the event the Tribes dispute the invoice or any portion thereof, the undisputed portion shall be paid to Contractor, based on contractual terms.

ARTICLE 7 CHANGE ORDERS

§ 7.1 A Change Order (Attachment) is a written instrument prepared by the Contractor and signed by the Tribe and the Contractor, stating their agreement upon all of the following: (1) a change in work scope; (2) the amount of the adjustment, if any, in the Contract Sum; and, (3) the extent of the adjustment, if any, in the Contract Time.

§ 7.2 No Change Order estimated to result in the Contract Sum exceeding the Guaranteed Maximum Price will be valid without a written instrument signed by the Tribe and the Contractor that formally adjusts the Guaranteed Maximum Price.

ARTICLE 8 PAYMENTS

§ 8.1 Prior to the first progress payment under this contract, Contractor shall prepare and submit to the Tribe a detailed preliminary breakdown/schedule of values allocated to various portions of the Work, showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The Tribe shall approve the breakdown. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price.

§ 8.2 The Contractor shall submit applications for payments on or before the 5th day of the month for operations completed in accordance with the current schedule of values. Applications for payment shall clearly detail total project cost, work performed to date, and amount of current draw. The Tribe shall pay Contractor on the application for payment within 30 days of receipt for work performed which meets the standards of quality established under the contract, as approved by the Tribe. All amounts owed to the Contractor shall be due and payable upon Substantial Completion.

§ 8.3 "Substantial Completion." Substantial Completion means the state in progress of the Work that is sufficiently complete so Tribe can occupy or utilize the Work for its intended purpose. Contractor shall notify the Tribe when Work or an agreed portion thereof is substantially completed, by issuing a Certificate of Substantial Completion. Upon Substantial Completion, the Tribe and Contractor shall agree on a punch list of Work yet to be completed and Contractor shall proceed diligently to complete such unfinished Work. Final payment request shall be submitted to:

STILLAGUAMISH TRIBE OF INDIANS

Attention:

P. O. Box 277

Arlington, WA 98223-0277

§8.4 Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts that the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

§ 8.5 Except as otherwise provided in applicable law, the Tribe shall retain five percent (5%) of the amount of progress payments until completion and acceptance of all Work under the contract. Upon final acceptance of the work the Contractor shall submit final invoice for retainage.

§ 8.6 All material and Work covered by progress payments made shall, at the time of payment become the sole property of the Tribe, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or, (2) waiving the right of the Tribe to require the fulfillment of all of the terms of the contract. In the event the Work of the Contractor has been damaged by other contractors or persons other than employees of the Tribe in the course of their employment, the Contractor shall restore such damaged Work without cost to the Tribe and seek redress for its damage only from those who directly caused it.

§ 8.7 The Tribe shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all Work; and (2) presentation of written release of all claims against the Tribe arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment.

§ 8.8 Prior to making any payment, the Tribe may require the Contractor to furnish receipts or other evidence of payment from all persons performing Work and supplying material to the Contractor, if the Tribe determines such evidence is necessary to substantiate claimed costs.

§ 8.9 The Tribe shall not (1) determine or adjust any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the Tribe to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

ARTICLE 9 ACCOUNTING RECORDS

§ 9.1 Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Tribe. The Tribe's accountants shall be afforded access to, and shall be permitted to audit and copy, Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

§ 9.2 The Tribe or authorized representatives shall, until three (3) years after final payment under this contract, have access to and the right to examine any of Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, and transcriptions.

ARTICLE 10 WARRANTIES

§ 10.1 In addition to any other warranties in this contract, the Contractor warrants that any services and/or goods provided under this contract are of good quality, conform- to the contract requirements and are free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. It is understood between the parties hereto that any and all goods and services that are not so in conformity are defective. This warranty shall continue for a period of two years from the date of final acceptance of the Work. All warranties given under this Article specifically incorporate Contractor's responsibilities for employees and subcontractors under Article 5, Section 5.4 of this Contract.

§ 10.2 The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Tribe-owned or controlled real or personal property when the damage is the result of: (1) The Contractor's negligence, intentional acts, omissions or failure to conform to contract requirements; or (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

§ 10.3 The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to Work repaired or replaced will run for two years from the date of repair or replacement.

§ 10.4 The Tribe shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defects or damage.

§ 10.5 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Tribe shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

§ 10.6 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed in writing, for the benefit of the Tribe; and, (3) Enforce all warranties for the benefit of the Tribe.

§ 10.7 In the event the Contractor's warranty under § 10.1 of this clause has expired, the Tribe may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

§ 10.8 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the Tribe nor for the repair of any damage that results from any defect in Tribe furnished material or design.

§ 10.9 Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs §10.1 and § 10.3 above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the Work.

§ 10.10 This warranty shall not limit the Tribe's rights under the Inspection and Acceptance of Construction Article 11, Section 11.10 of this Contract with respect to latent defects, gross mistakes or fraud.

ARTICLE 11 INSPECTIONS AND ACCEPTANCE OF CONSTRUCTION

§ 11.1 Definitions. As used in this clause:

(1) "**Acceptance**" means the act of an authorized representative of the Tribe by which the Tribe approves and assumes ownership of the Work performed under this Contract. Acceptance may be partial or complete.

(2) "**Inspection**" means examining and testing the Work performed under the Contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to Contract requirements.

(3) "**Testing**" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

§ 11.2 Contractor shall maintain an adequate inspection system and perform such inspections as will ensure the work performed under the contract conforms to contract requirements. All Work is subject to Tribal inspection at reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

§ 11.3 Tribal inspections and tests are for the sole benefit of the Tribe and do not relieve the Contractor of responsibility for providing adequate quality control measures.

§ 11.4 The presence or absence of Tribe's inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Tribe's written authorization. The Tribe shall give all instructions and approvals with respect to the work to the Contractor.

§ 11.5 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing safe and convenient inspections and tests as may be required by Tribe. Tribe may charge to Contractor any additional cost of inspection or test when Work is not ready at time specified by Contractor for inspection/test, or when prior rejection makes re-inspection or retest necessary. Tribe shall perform all inspections and tests in a manner that will not unnecessarily delay Work.

§ 11.6 The Tribe may conduct routine inspections of the construction site on a daily basis.

§ 11.7 Contractor shall, without charge, replace or correct Work found by the Tribe not to conform to contract requirements, unless the Tribe decides that it is in its interest to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises.

§ 11.8 If Contractor does not promptly replace or correct rejected Work, the Tribe may by contract or otherwise, replace or correct the Work and charge the cost to Contractor, or terminate for default Contractor's right to proceed.

§ 11.9 If any Work requiring inspection is covered up without approval of the Tribe, it must be, if requested by the Tribe, uncovered at the expense of Contractor. If at any time before final acceptance of the entire Work, the Tribe considers it necessary or advisable to examine Work already completed by removing or tearing it out, Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the Tribe shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of time.

§ 11.10 Contractor shall notify the Tribe, in writing, as to the date when in its opinion all or a designated portion of the Work will be substantially completed and ready for inspection. Unless otherwise specified in the Contract, the Tribe shall accept, as soon as practicable after completion and inspection, all Work required by the Contract or that portion of the Work the Tribe determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Tribe's right under any warranty or guarantee.

ARTICLE 12 LIQUIDATED DAMAGES FOR DELAY

Solely for any delay caused by Contractor in achieving Substantial Completion of the Work, Contractor shall pay the Tribe the sum of \$300 per calendar day, as liquidated damages, until such time Work is completed and accepted.

ARTICLE 13 INDEPENDENT CONTRACTOR

Contractor is retained as an independent contractor, not employee or agent of the Tribe and shall be responsible for its own Work. Contractor and its employees and/or subcontractors shall not be eligible for any benefit available to Tribal employees, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, health and life insurance, vacation or sick leave, bonus, pension or savings plans, and the like. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor, employees or subcontractors under this Contract. Contractor agrees to pay all state and federal taxes and other levies and charges when due on account of monies paid to Contractor and to defend, indemnify and hold the Tribe harmless from and against any and all liability resulting from failure to do so.

ARTICLE 14 NO PARTNERSHIP

This Contract does not create a partnership relationship. Contractor does not have authority to enter into contracts on the Tribe's behalf.

ARTICLE 15 PROJECT COORDINATION AND NOTICES

Day-to-day project coordination and communications shall be conducted between the Tribal Project Officer (PO) and the Contractor's Project Manager as designated below. The Contractor's Project Manager is the Contractor's representative for this Contract, and shall be responsible for the performance of this Contract,

and shall have signature authority for the Contractor for all matters related to this Contract. All notices of other communications to either party shall be deemed given when made in writing and personally delivered, faxed, or mailed, postage paid, to:

STILLAGUAMISH TRIBE OF INDIANS
Project Officer (PO) _____
P. O. Box 277
Arlington, WA 98223-0277
Ph (360) 652-7362
Fax (360) 659-3113

Contractor. _____

Ph _____
Fax _____

ARTICLE 16 INSURANCE AND INDEMNIFICATION

A. Insurance Required

CONTRACTOR shall, at all times during the term of this Contract and extended terms thereof, be BONDED and provide and maintain at its own expense, the following types of insurance protecting the interests of the Tribe, with limits of liability not less than those specified below:

1. Workers' Compensation Insurance as statutorily required, insuring against any and all claims of workers for compensation arising out of workers' compensation claims.
2. Commercial General Liability Insurance in amounts not less than \$1,000,000, one million dollars, each occurrence, Combined Single Limit for Bodily Injury and Property Damage. The Contractor shall name the Tribe as an additional insured.
3. Automobile Liability Insurance in an amount not less than \$1,000,000, one million dollars, for any hired, owned, or non-owned vehicles used in performance of the work.
4. Professional Liability Insurance in amounts not less than \$1,000,000, one million dollars, insuring CONTRACTOR for professional errors/omissions in the performance of work under this Contract.

B. Certification of Insurance

CONTRACTOR shall provide Certificates of Insurance in form and content satisfactory to the Tribe, evidencing all coverage stated above. The Tribe shall be a named insured under the certificate of Insurance.

C. Notice of Cancellation

Policies and/or certificates must specifically provide to the Tribe a thirty-day written notice of cancellation, nonrenewal, or material change.

ARTICLE 17 SUBCONTRACTING

Contractor shall have the authority to engage subcontractors for portions of the Work as Contractor wishes to complete the Work. The Contractor shall notify the Tribe of any subcontractors used in the performance of the Work. The Tribe shall communicate with subcontractors through Contractor. Contractor retains full responsibility under this Contract as outlined in Article 5, Section 5.4 above.

ARTICLE 18 CONFIDENTIALITY

Contractor shall not disclose or permit the disclosure of any documents or records which contain Confidential Information, whether labeled this way or not, (information not generally available to the public) provided to Contractor by the Tribe, except to its agents, employees, and consultants who need such confidential information in order to properly perform their duties under this Contract.

ARTICLE 19 OWNERSHIP OF DOCUMENTS

CONTRACTOR agrees that all documents, reports, materials, or other subject matter prepared, procured, or produced in the rendition of services under this Contract shall become the exclusive property of the Tribe upon payment for services rendered hereunder; and all such documents, reports, materials, or other subject matter shall be delivered to the Tribe as specified in this Contract or upon any termination thereof.

ARTICLE 20 CONFLICT OF INTEREST

Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Contract.

ARTICLE 21 COMPLIANCE WITH LAW

A. Generally.

CONTRACTOR agrees to comply with any and all applicable state, local and tribal laws and regulations in the performance of any Work related to this Project.

B. Other Requirements.

CONTRACTOR agrees to comply with all applicable requirements of the federal regulations relating to contracting, found at 24 Code of Federal Register Part 1000.16 and Part 85. To the extent that they may apply to CONTRACTOR, these requirements include:

1. Nondiscrimination requirements under 24 CFR Section 1000.12;
2. Labor standards under 24 CFR Section 1000.16 and title 29 CFR Parts 1,3,5 and 7 (“Davis Bacon”);
3. Environmental review requirements under 24 CFR Section 1000.18;
4. Administrative requirements as listed in 24 CFR Section 1000.26;
5. Conflict of interest provisions under 24 CFR Section 1000.30 and Part 85.36;
6. Prohibitions in 24 CFR Part 24 with regard to the use of debarred, suspended, or ineligible contractors, see 24 CFR Section 1000.44;
7. The Drug-Free Workplace Act of 1988;
8. The Indian preference requirements pursuant to Section 7(b) of the Indian Self-Determination and Education Assistance Act, 25 USC 450 (e) (b), see 24 CFR Section 1000.48; and
9. All other applicable portions of 24 CFR Part 1000, and all other applicable laws and regulations.

ARTICLE 22 AUDITS AND RETENTION OF RECORDS

Contractor shall permit access by the Tribe to any books, documents, papers, and records of the Contractor that are directly pertinent to this Contract for the purpose of making audits, examination, excerpts, and transcriptions. Contractor agrees to retain all required records for three years after the Tribe has made final payment under this Contract and all other pending matters are closed.

ARTICLE 23 SUSPENSIONS

The Tribe may give written notice to Contractor to suspend Work on the project or any part thereof. The Tribe shall not be obligated to consider a claim for additional compensation if Contractor is given written notice to resume Work within 120 calendar days. If notice to resume Work is not given within 120 calendar days, Contractor shall be entitled to an equitable adjustment in compensation.

ARTICLE 24 RESOLUTION OF DISPUTES

In the event of a dispute arising under this Contract, Contractor shall notify the Tribal PO promptly in writing. The Tribe shall respond to the complaint in writing in a timely manner. Contractor and the Tribe agree to meet in person and to cooperate in good faith to attempt to resolve any controversy or claim arising out of or relating to this Contract. This Contract has been and shall be construed as having been made and delivered to the Stillaguamish Tribe of Indians, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the Stillaguamish Tribe of Indians, both as to interpretation and performance, unless Tribal law conflicts with Federal law, in which case Federal law will apply. In the event that the parties are unable to resolve the dispute informally, the parties agree to submit the dispute to mediation before a mutually agreed- upon mediator, each party to share equally in the costs of the mediation.

ARTICLE 25 TERMINATION

The Tribe may terminate this Contract at any time for its convenience, or for failure of Contractor to fulfill its obligations under this Contract. The Tribe shall terminate by delivering to Contractor a Notice of Termination specifying the reason therefore and the effective date of termination. In the case of the Tribe's proposed termination for breach under this Contract, the Contractor and the Tribe may negotiate a reasonable period for cure. Upon the effective date of termination, the Contractor shall immediately discontinue all services and deliver to the Tribe all information and records accumulated or generated in performing this Contract, whether completed or in process. If the termination is for convenience of the Tribe, the Tribe shall be liable only for payment for accepted services rendered before the date of termination.

ARTICLE 26.1 SOVEREIGN IMMUNITY

Nothing in this Agreement or any actions taken by the Stillaguamish Tribe of Indians under this Agreement shall constitute or be construed, in any way, as a waiver or diminishment of the sovereign immunity of the Stillaguamish Tribe of Indians, or its enterprises, agents or employees.

ARTICLE 26.2 EXTENT OF CONTRACT

The entire Contract between the Tribe and Contractor is comprised of multiple documents, including all appendices and attachments to this CONTRACT FOR GENERAL CONTRACTOR SERVICES, namely the REQUEST FOR BIDS, SCOPE OF WORK (Attachment A), RATE SCHEDULE (Attachment B), BID OFFER SHEET (Attachment C), BID ACCEPTANCE/CONTRACT AWARD (Attachment D), and if submitted, INDIAN ENTERPRISE QUALIFICATION STATEMENT (Attachment E) CHANGE ORDER (Attachment F) and any forms provided by the Tribe for use in the completion of this Contract . All such documents constitute the entire and integrated Contract between the Tribe and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Tribe and Contractor. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 27 SEVERABILITY

If any term, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall remain in effect.

ARTICLE 28 EXECUTION

(Check applicable provision.)

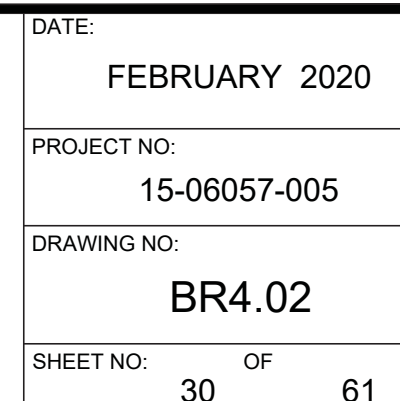
 X The parties agree that this Contract will be considered signed when the signature of a party is delivered by facsimile or electronic transmission. Signatures transmitted by facsimile or electronic transmission shall have the same effect as original signatures.

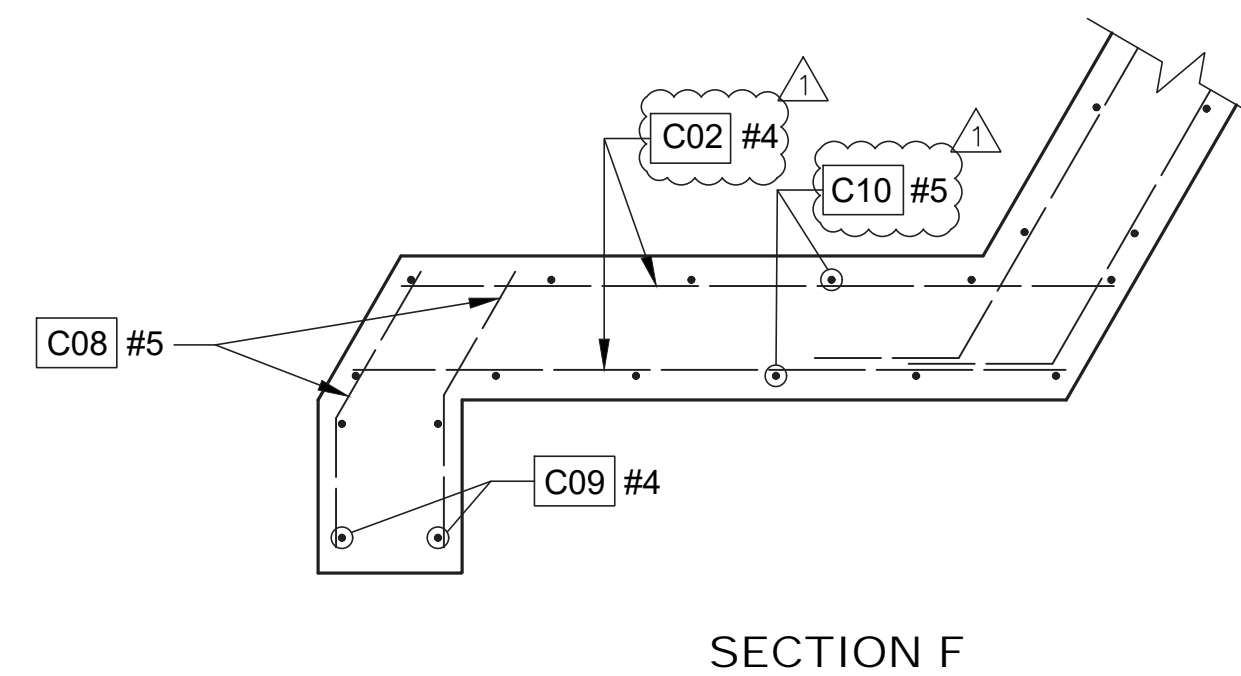
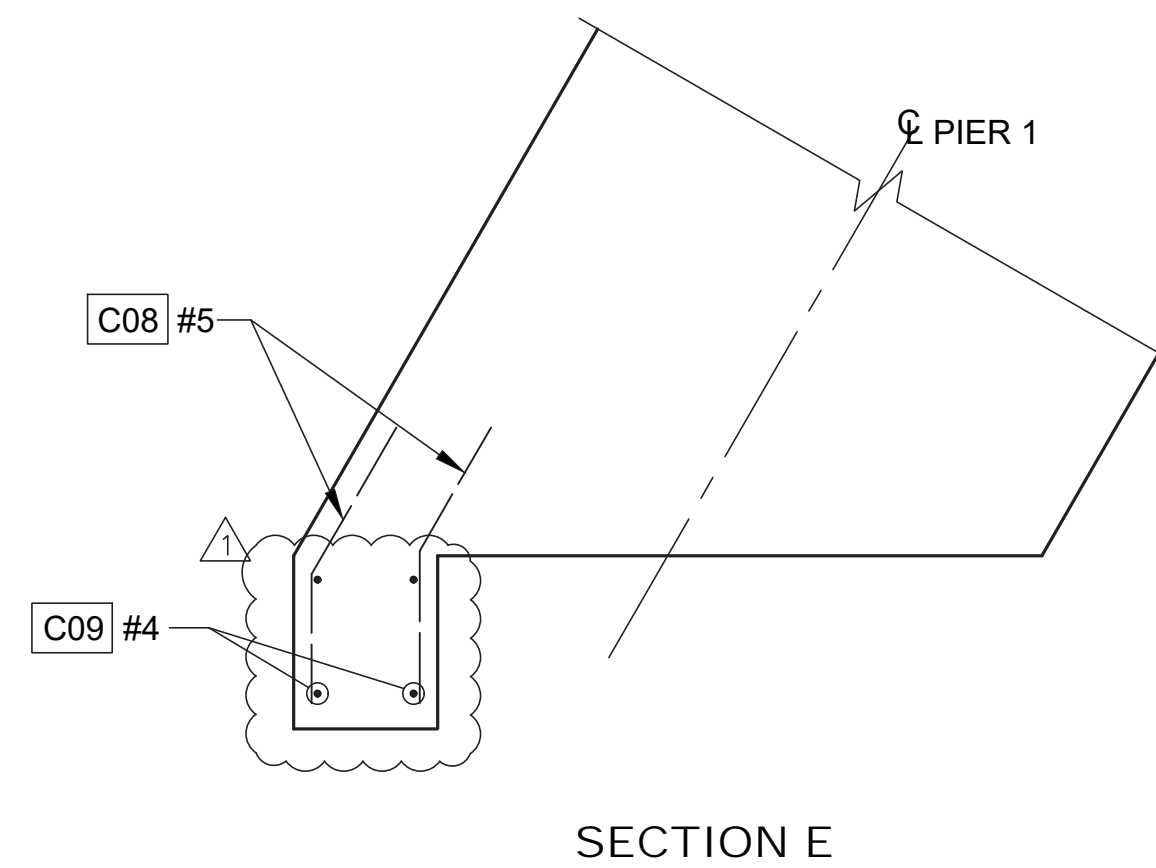
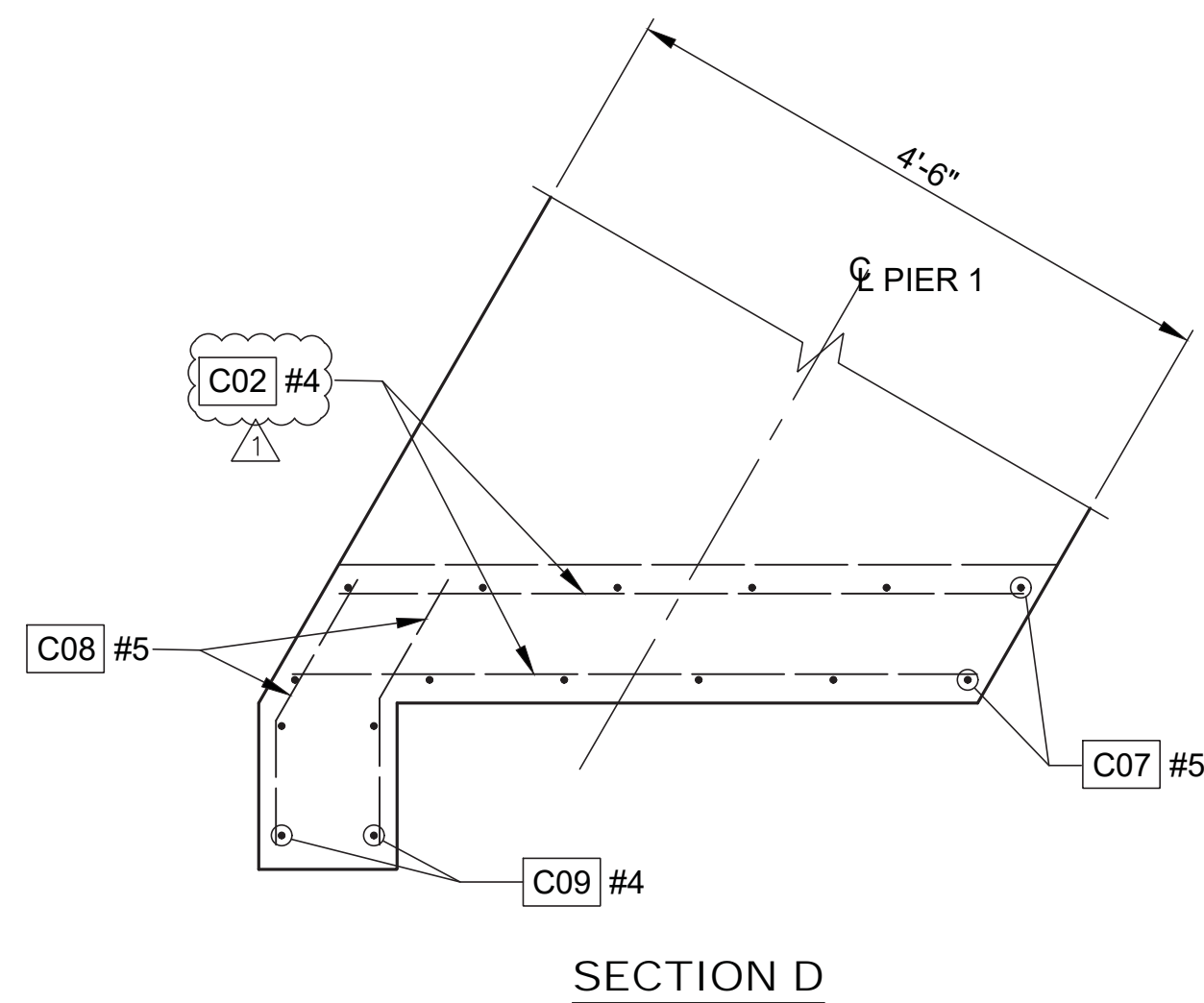
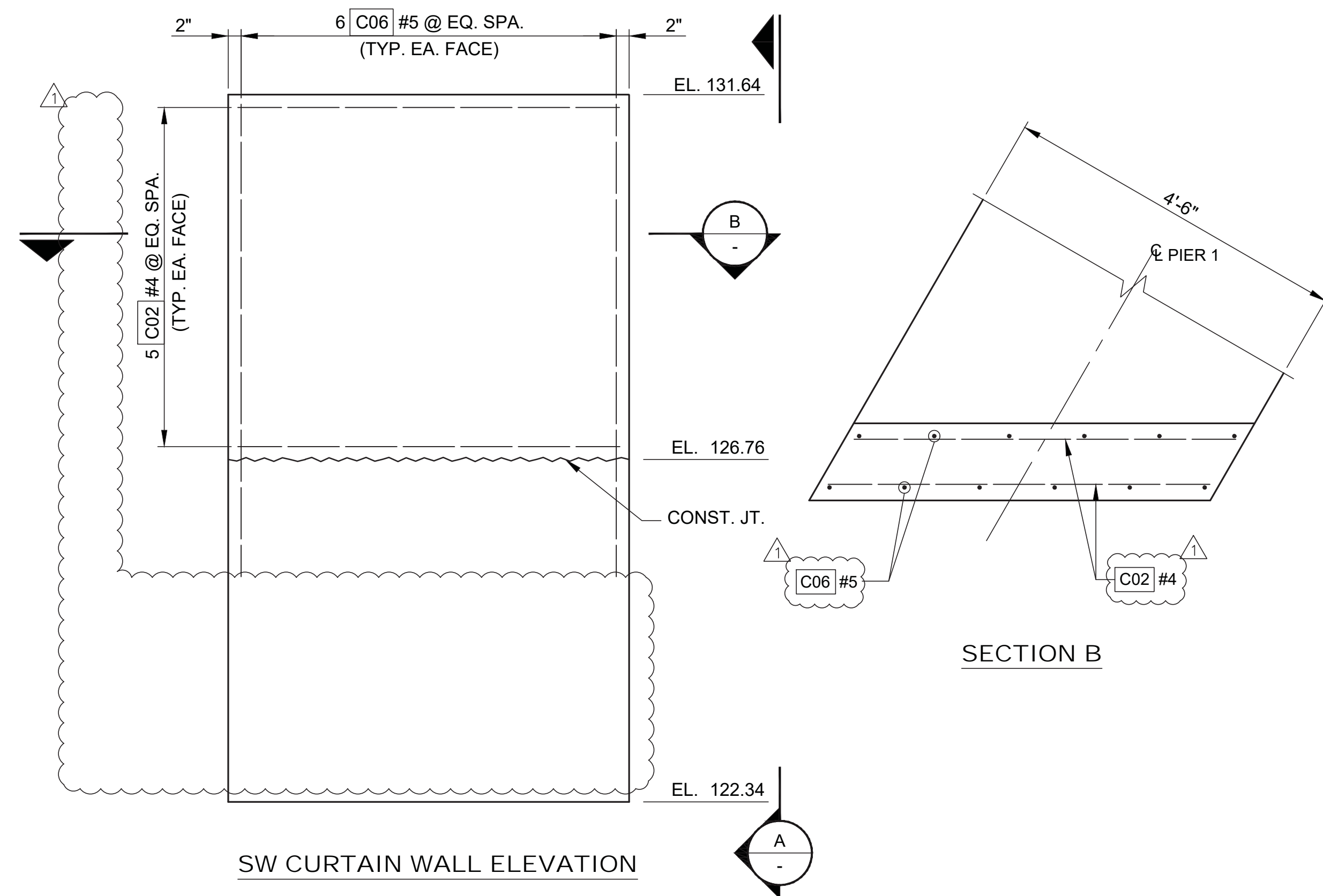
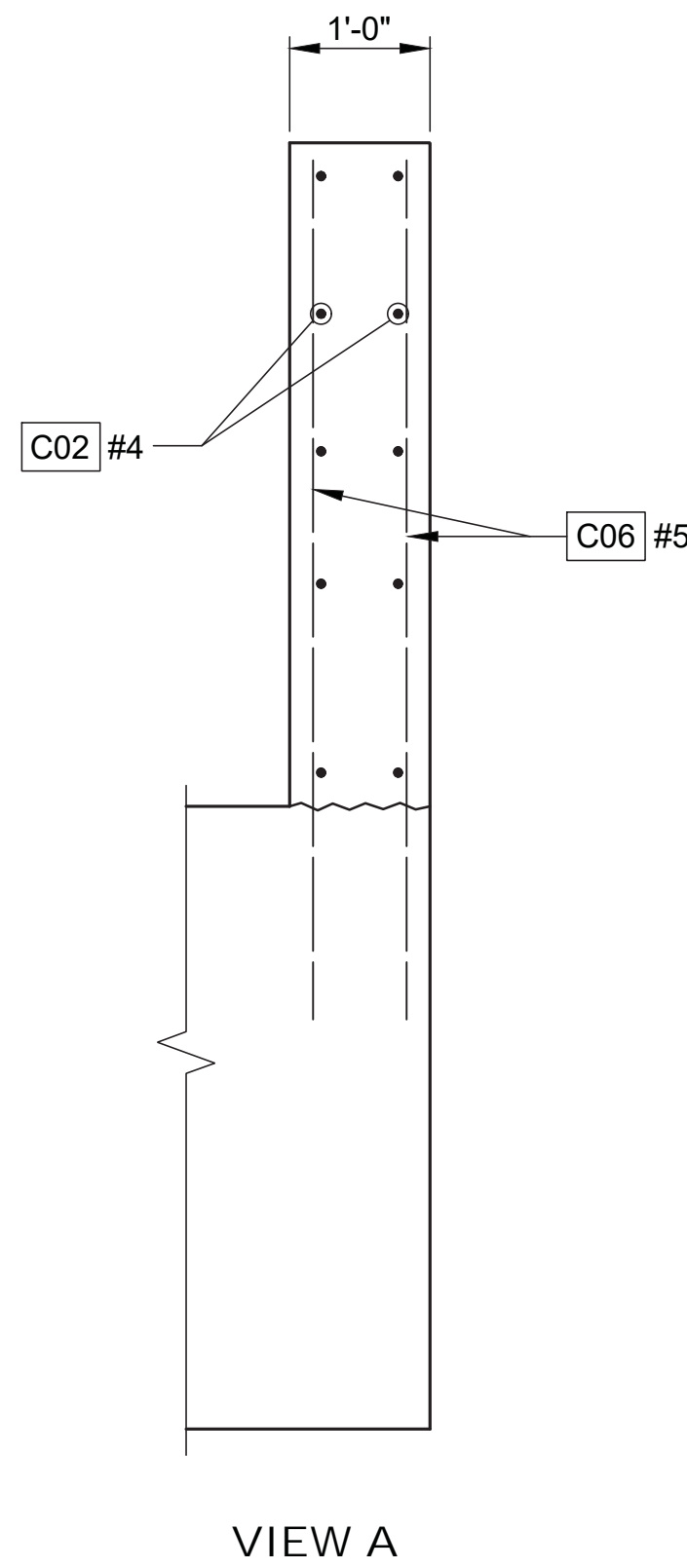
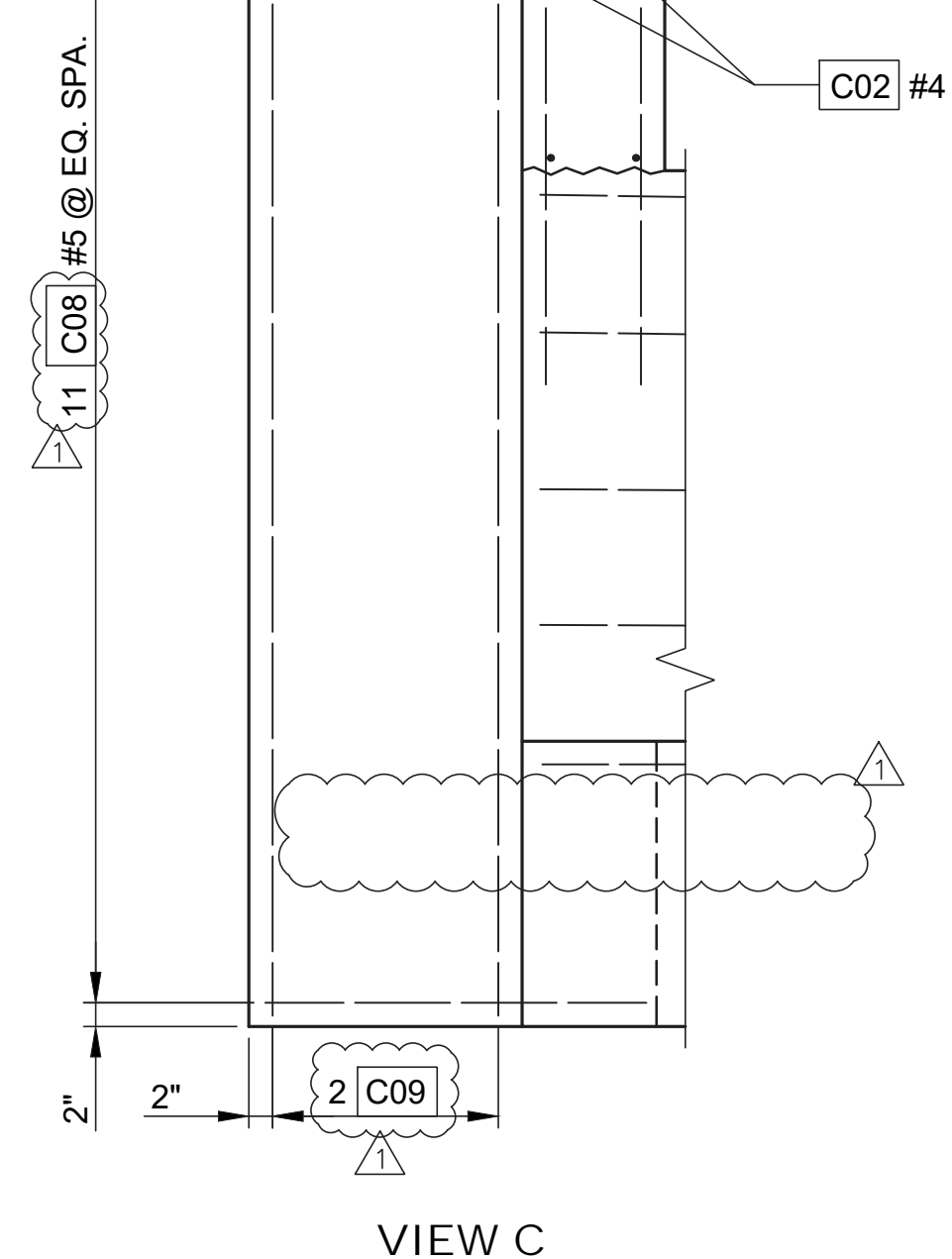
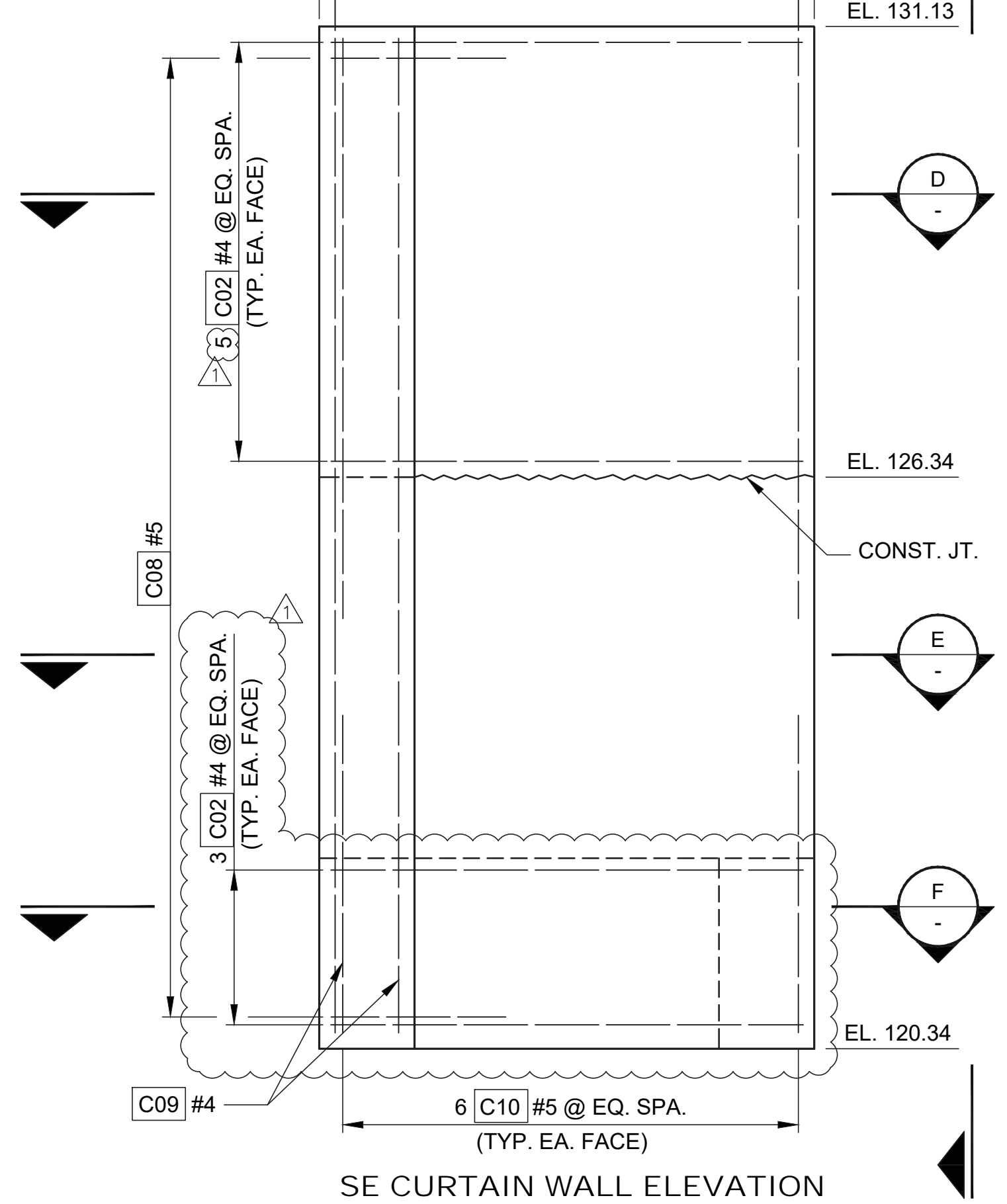
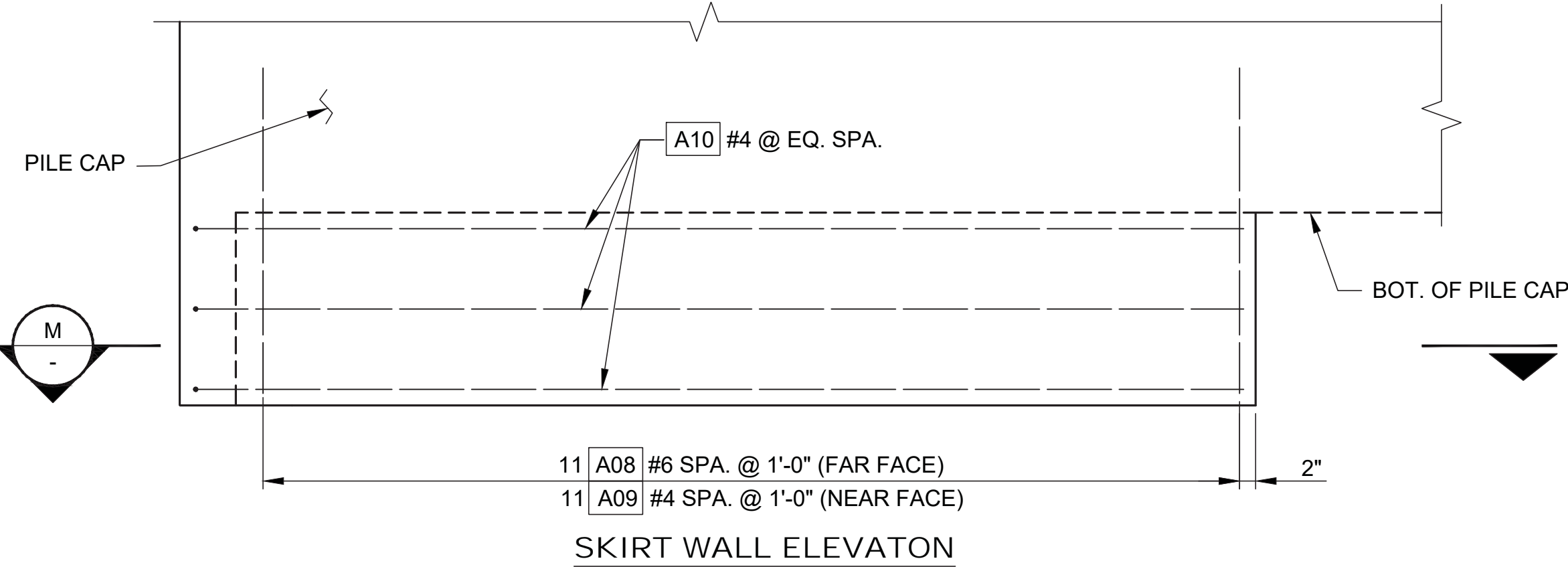
OR


 This Contract shall be executed in duplicate originals, with each party retaining one fully executed duplicate original of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of _____

STILLAGUAMISH TRIBE OF INDIANS	CONTRACTOR
By: Jennifer Norman Signature: _____ Title: Executive Director Date: _____	By: _____ Signature: _____ Title: _____ Date: _____ Email: _____ Taxpayer ID: _____



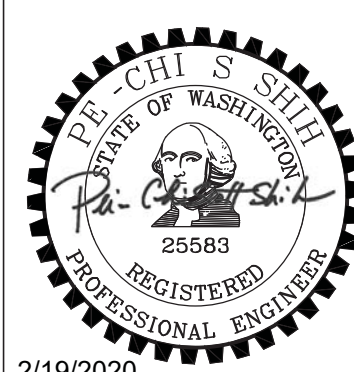


100% DESIGN - BID SET						ONE INCH ↑ AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY ↓
	ADDENDUM 1		SS	JK	02/19/20	
No.	REVISION		BY	APP'D	DATE	

ONE INCH

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY

STILLAGUAMISH
 stuləg^wa'bš
 VILLAGE



DESIGNED:	DRAWN:
S. SHIH	D. JENSEN
DESIGNED:	DRAWN:
DESIGNED:	CHECKED:
SCALE:	J. KING
AS SHOWN	APPROVED:
	C. AVOLIO

**KACKMAN CREEK 55TH AVE NE
CULVERT REPLACEMENT
SNO CTY PFN# 19-112866 D5**

BRIDGE CURTAIN WALL DETAILS 1

DATE:	FEBRUARY 2020	
PROJECT NO:	15-06057-005	
DRAWING NO:	BR4.05	
SHEET NO:	OF	
33		61



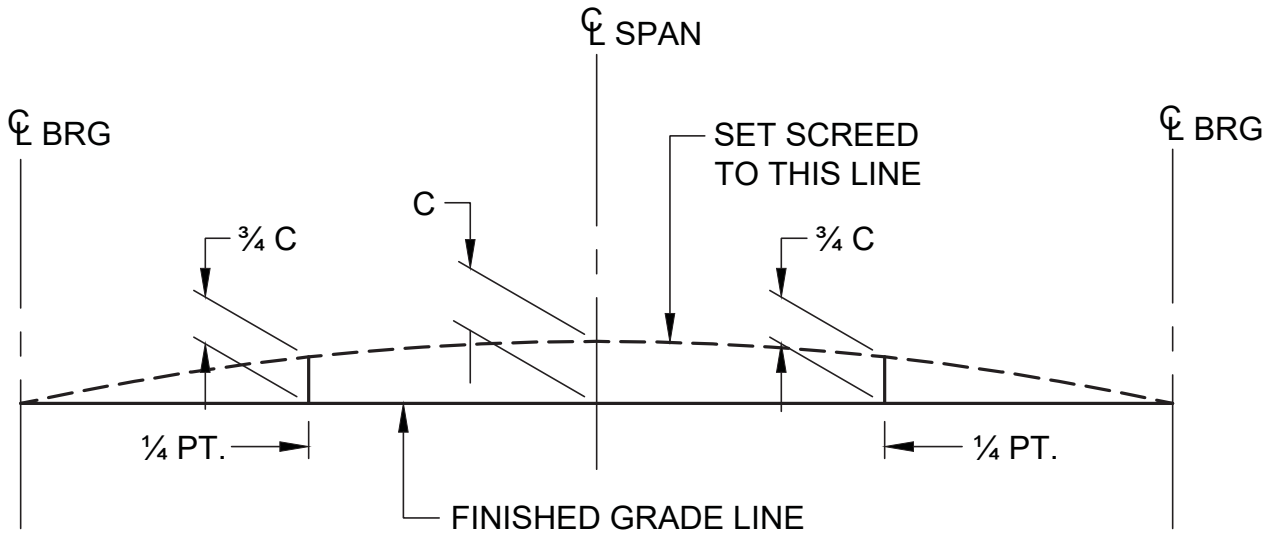
ORIGINATED BY: / / DATE: / /

CHECKED BY: / / DATE: / /

BACK-CHECKED BY: / / DATE: / /

2/2017/2017019 - Stillaguamish Kackman Creek Culverts/000 CAD/010 Drawing/0-Structural Sheet/2017019_BD.DWG | 2/19/2020 3:07 PM | Donna Jensen

GIRDER SCHEDULE																																							
SPAN	GIRDER	GIRDER SERIES	TOP FLANGE WIDTH W	PLAN LENGTH (ALONG GIRDER GRADE) (SEE NOTE 1)	GIRDER END DETAILS						MIN. CONC. COMP. STRENGTH		NUMBER OF STRANDS (SEE GIRDER NOTE 2)			LOCATION OF C.G. STRANDS			STRAIGHT STRANDS TO EXTEND				"A" DIMENSION AT ϕ BEARINGS	DECK SCREED CAMBER C	MIDSPAN VERTICAL DEFLECTION D		REINFORCEMENT DETAILS						SHIPPING AND HANDLING DETAILS						
					END 1 TYPE	END 2 TYPE	L _d	θ_1	θ_2	P ₁	P ₂	@ 28-DAYS F' C (ksi)	@ RELEASE F' C (ksi)	STRAIGHT	HARPED	TEMPORARY	E	F ϕ	F _o	END 1		END 2			LOWER BOUND @ 40 DAYS	UPPER BOUND @ 120 DAYS	ZONE 1		ZONE 2		ZONE 3		MAXIMUM MIDSPAN VERTICAL DEFLECTION AT SHIPPING	L	L ₁	L ₂	K ϕ MINIMUM SHIPPING SUPPORT ROTATIONAL SPRING CONSTANT	W _{CC} MINIMUM SHIPPING SUPPORT CNTR.-TO-CNTR. WHEEL SPACING	
																				STRANDS	EXTENSION LENGTH	STRANDS					EXTENSION LENGTH	SPACING	LENGTH	SPACING	LENGTH	SPACING							LENGTH
1	A-F	WF 42TDG	5'-2"	116'-0 ¾" 	A	A	-	60°	60°	3'-0 ⅜" 	3'-0 ⅜" 	8.5	6.7	34	12	2	3 ⅜" 	4" 	9	③ TO ④ ⑮ TO ⑰	1 1/4"	③ TO ④ ⑮ TO ⑰	1'-4"	11"	2 ½"	2 ½"	5 ¾"	2 ½" 	3'-6 ½" 	6"	10'-4" 	9"	9'-9"	3 ½" 	3'-0"	3'-6"	3'-6"	40,000 KIP. IN RAD.	6'-0"



SCREED SETTING DIMINTIONS

SCALE: NTS
FOR DIMENSION "C" SEE GIRDER SCHEDULE

GIRDER NOTES:

- PLAN LENGTH SHALL BE INCREASED AS NECESSARY TO COMPENSATE FOR SHORTENING DUE TO PRESTRESS AND SHRINKAGE.
- ALL PRETENSIONED AND TEMPORARY STRANDS SHALL BE 0.6"Ø AASHTO M203 GRADE 270 LOW RELAXATION STRANDS, JACKED TO 202.5 KSI.

100% DESIGN - BID SET					
	ADDENDUM 1		SS	JK	02/19/20
No.	REVISION		BY	APP'D	DATE

ONE INCH
↑
AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY
↓

STILLAGUAMISH

VILLAGE

2/19/2020

DESIGNED: S. SHIH	DRAWN: D. JENSEN
DESIGNED:	DRAWN:
DESIGNED:	CHECKED: J. KING
SCALE: AS SHOWN	APPROVED: C. AVOLIO

1221 FRASER ST; SUITE E-3 I BELLINGHAM, WA 98229

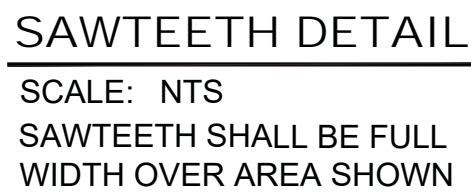
KACKMAN CREEK 55TH AVE NE
CULVERT REPLACEMENT
SNO CTY PFN# 19-112866 D5

PRESTRESSED GIRDER DETAILS 1

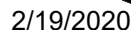
DATE: FEBRUARY 2020
PROJECT NO: 15-06057-005
DRAWING NO: BR4.08
SHEET NO: 36 OF 61

Know what's below.
Call before you dig.

/



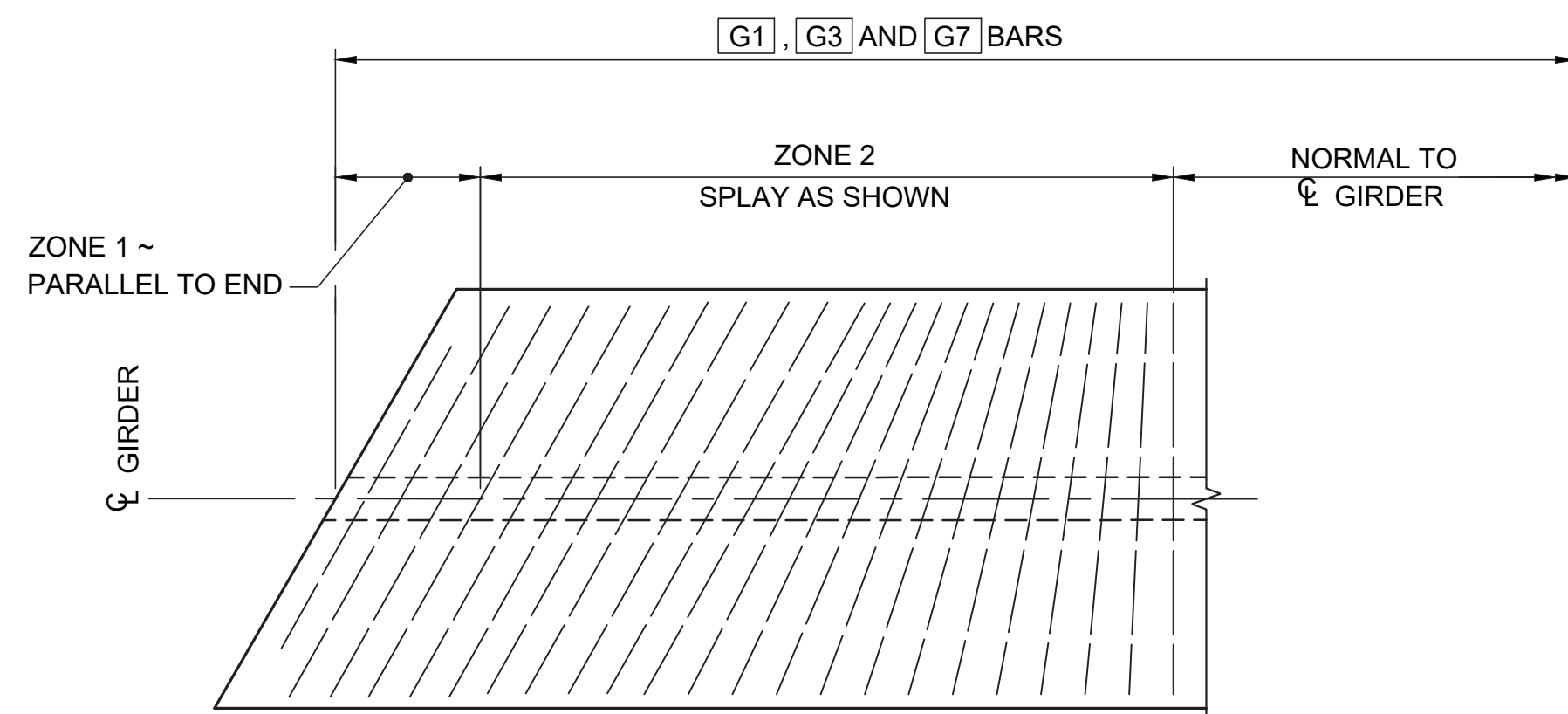
ONE INCH
AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY



DRAWN:	D. JENSEN
DRAWN:	
CHECKED:	J. KING
APPROVED:	C. AVOLIO

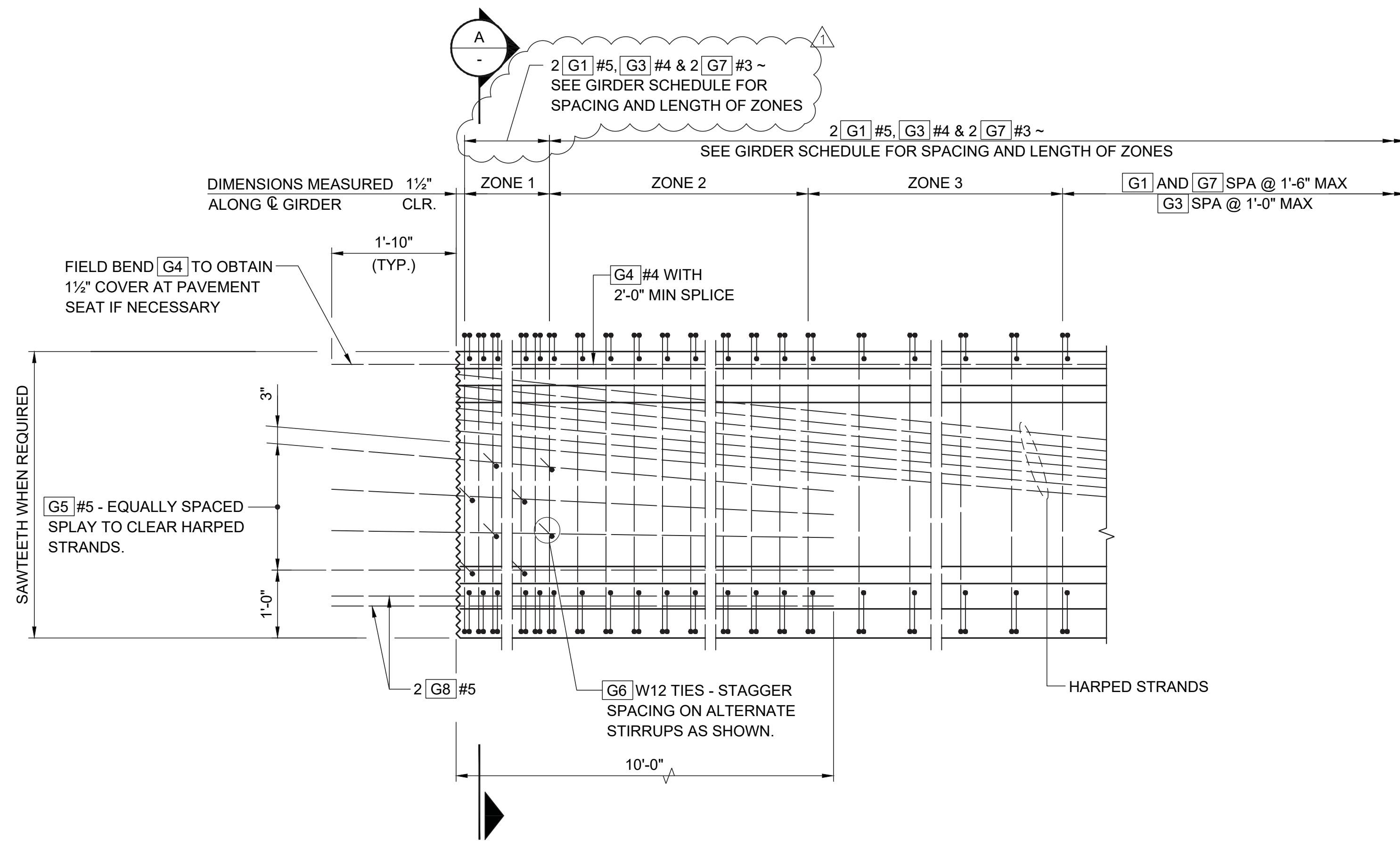
PRESTRESSED GIRDER DETAILS 3

DATE:	FEBRUARY 2020	
PROJECT NO:	15-06057-005	
DRAWING NO:	BR4.10	
SHEET NO:	38	OF 61



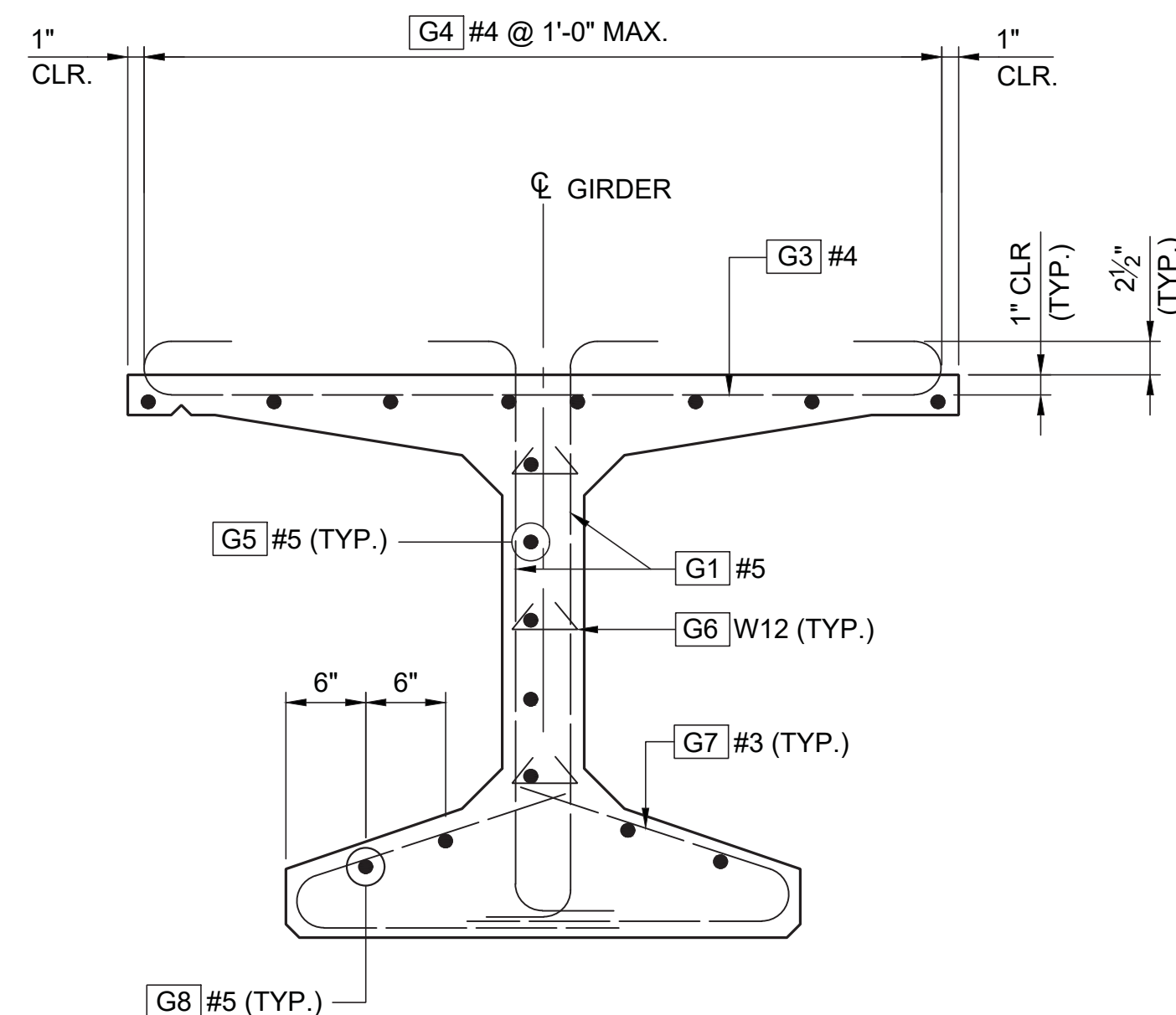
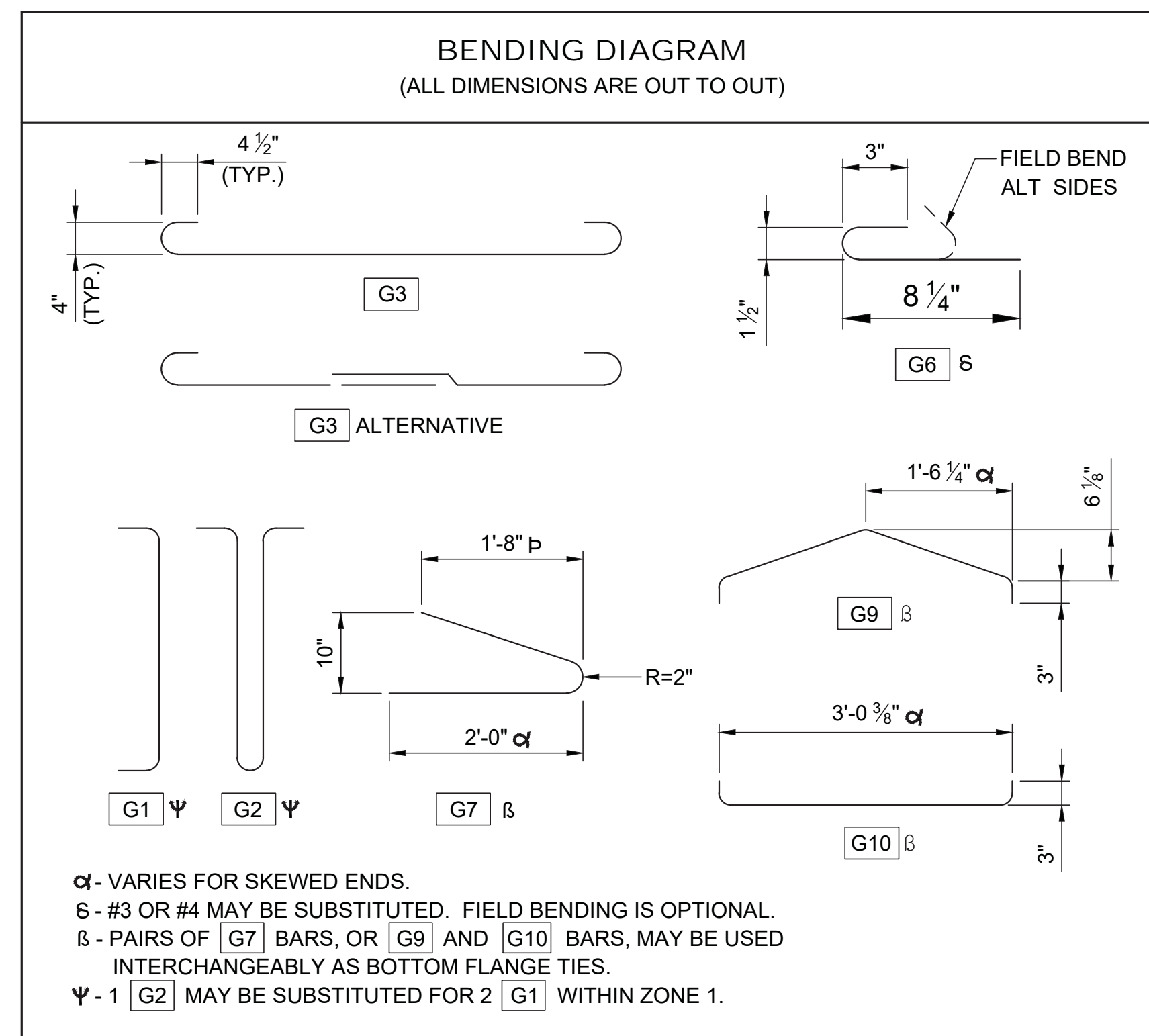
PLAN-TRANSVERSE REINFORCING AT SKEWED ENDS

SCALE: NTS
LENGTHS OF G3 AND G7 VARY WITH SKEW.
ONLY TRANSVERSE REINFORCEMENT SHOWN



REINFORCEMENT END ELEVATION

SCALE: NTS
STRAIGHT AND TEMPORARY STRANDS NOT SHOWN




SECTION

SCALE: NTS
STRANDS NOT SHOWN

GIRDER REINFORCEMENT NOTES:

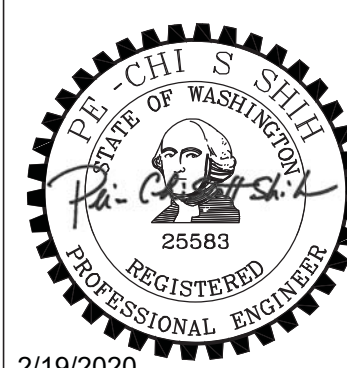
1. DEFORMED WELDED WIRE REINFORCEMENT MAY BE SUBSTITUTED FOR MILD REINFORCEMENT IN ACCORDANCE WITH STANDARD SPECIFICATION 6-02.3(25)A.

	ADDENDUM 1	SS	JK	02/19/20
No.	REVISION	BY	APP'D	DATE

ONE INCH

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY

STILLAGUAMISH
 stuləg^wa'bš
 VILLAGE



DESIGNED:	DRAWN:
S. SHIH	D. JENSEN
DESIGNED:	DRAWN:
DESIGNED:	CHECKED:
	J. KING
SCALE:	APPROVED:
AS SHOWN	C. AVOLIO

**KACKMAN CREEK 55TH AVE NE
CULVERT REPLACEMENT
SNO CTY PFN# 19-112866 D5**

PRESTRESSED GIRDER DETAILS 4



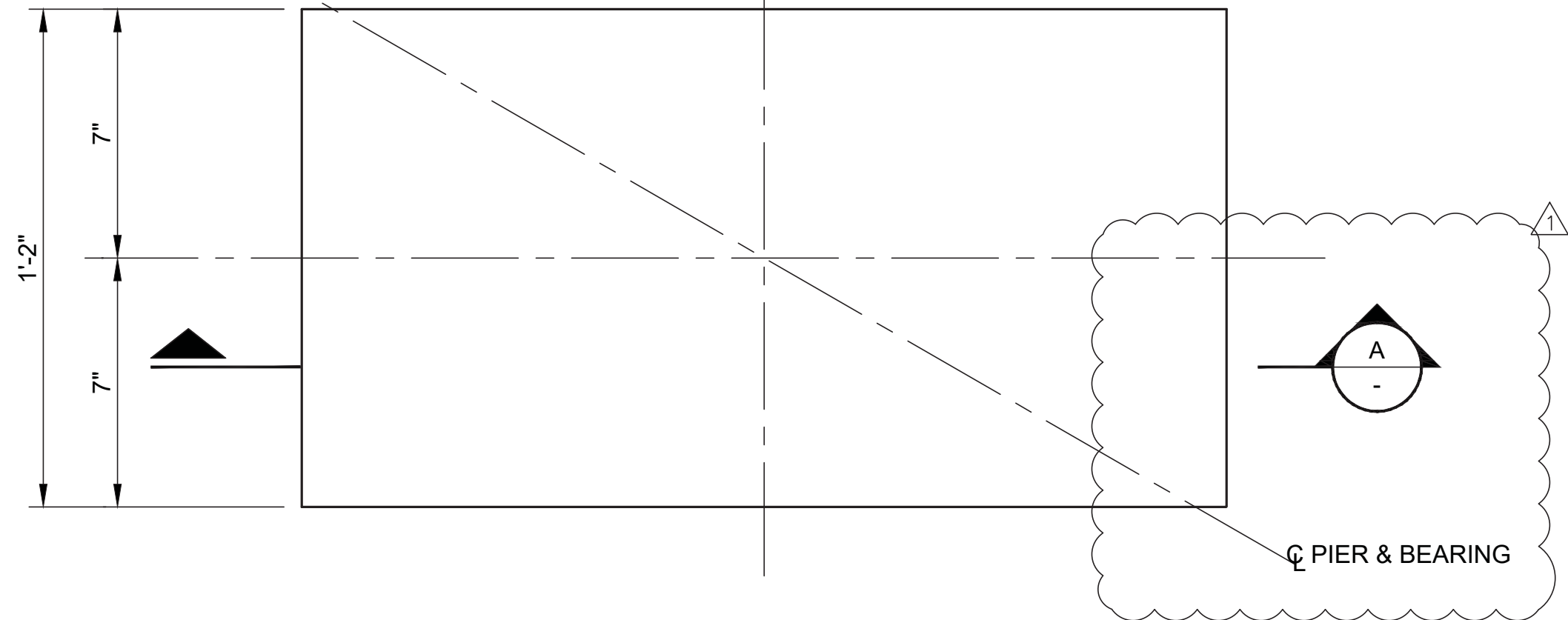

Know what's below.
Call before you dig.

DATE: FEBRUARY 2020

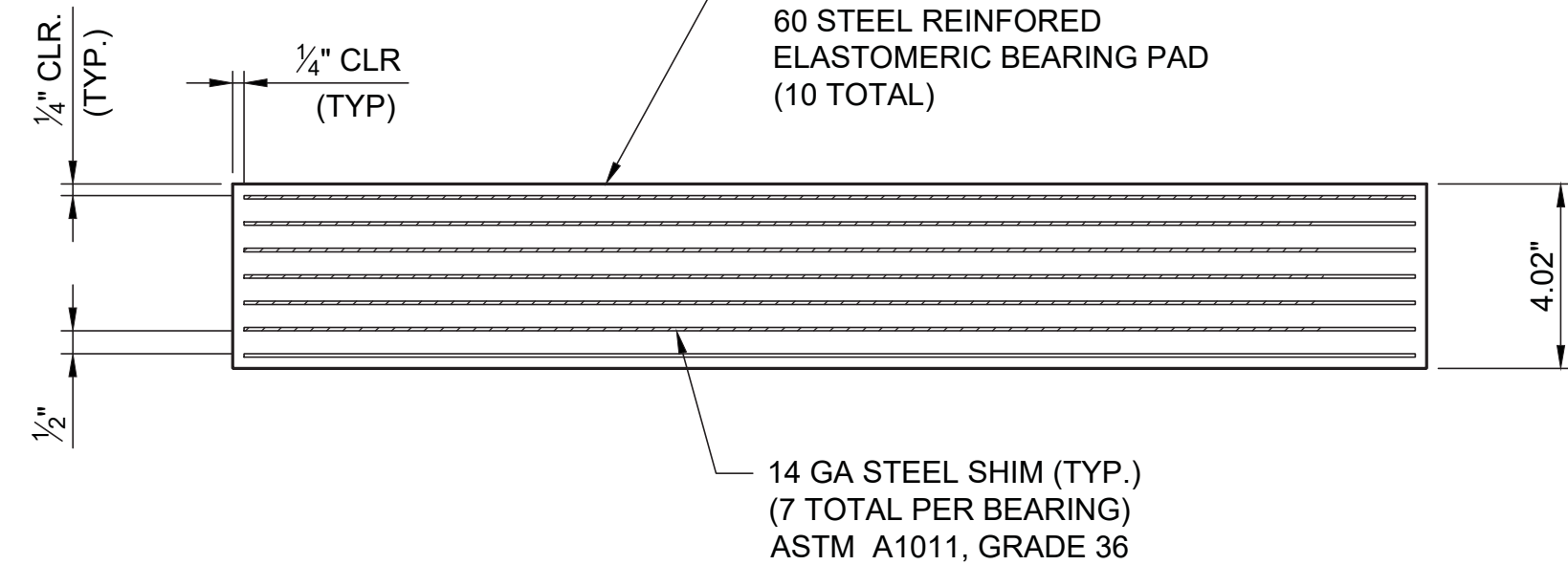
PROJECT NO: 15-06057-005

DRAWING NO: BR4.11

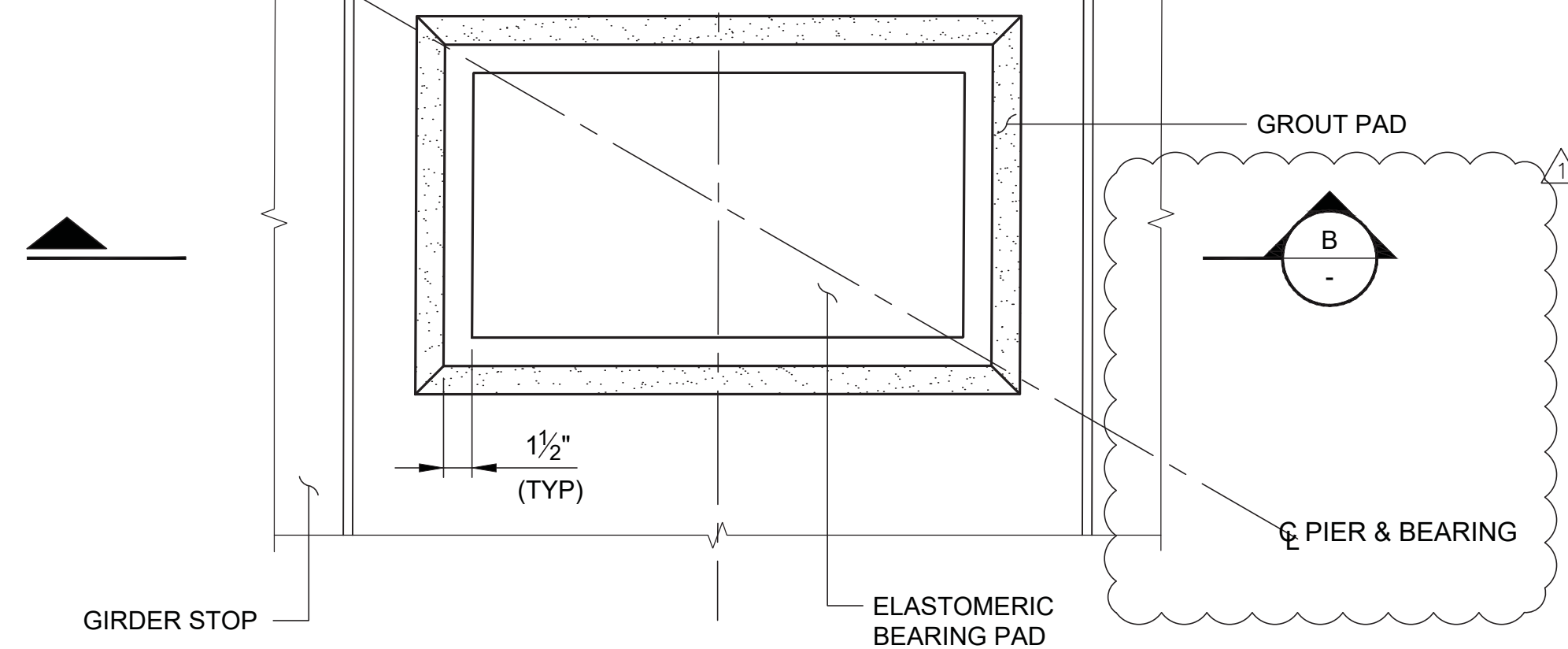
SHEET NO: 39 OF 61



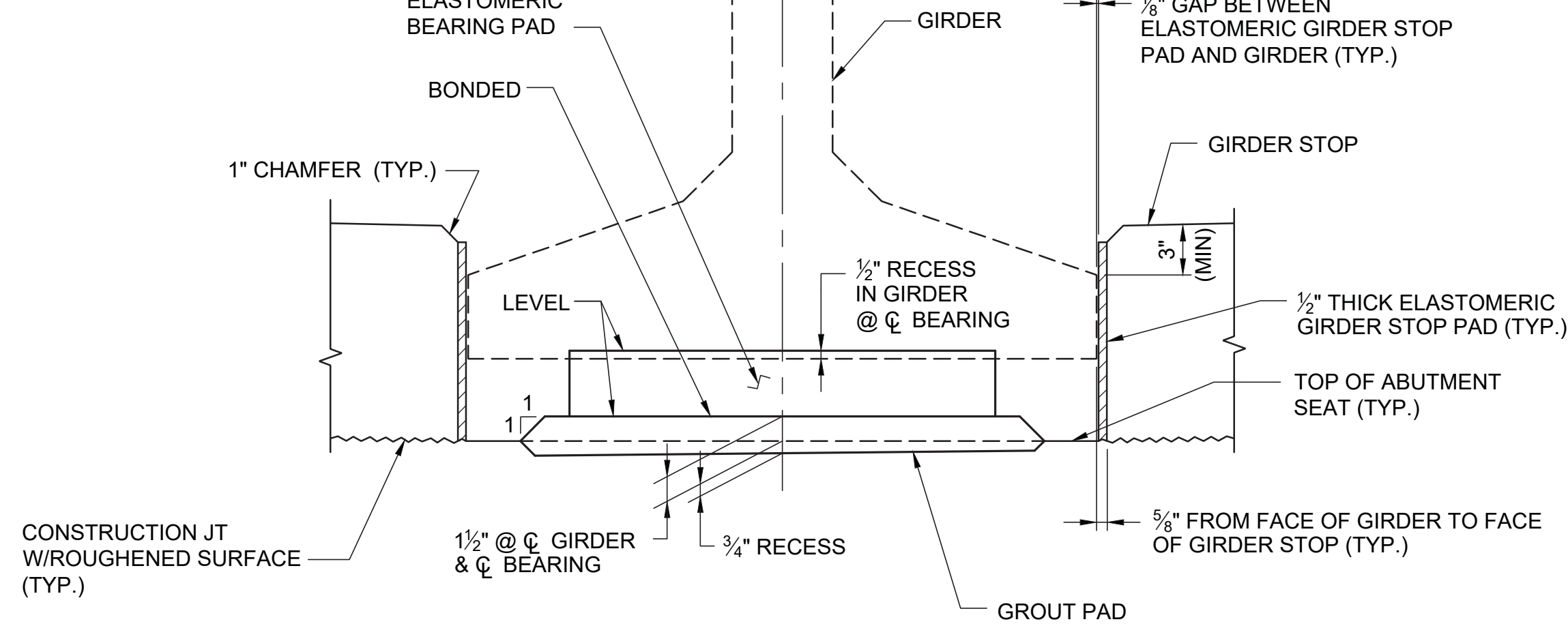
SCALE: NTS



SCALE: NTS




SCALE: NTS



SCALE: NTS

1. FABRICATE AND TEST ALL BEARINGS IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS METHOD B, AND AASHTO SPECIFICATION M251, TEST REQUIREMENTS.
2. STEEL SHIMS FOR ELASTOMERIC BEARING PADS SHALL BE FABRICATED FROM MATERIAL MEETING ASTM A 1011, STRUCTURAL STEEL GRADE 36, TYPE 1.
3. ELASTOMER SHALL BE 60 DUROMETER HARDNESS MATERIAL MEETING AASHTO SPECIFICATION M 251 REQUIREMENTS. ELASTOMER SHEAR MODULUS SHALL BE 100 PSI MINIMUM, 175 PSI MAXIMUM, TESTED IN ACCORDANCE WITH AASHTO SPECIFICATION M 251. AASHTO LOW-TEMPERATURE ZONE = D, AND MINIMUM LOW-TEMPERATURE ELASTOMER GRADE = 4.
4. GIRDER STOPS SHALL BE CONSTRUCTED AFTER PLACEMENT OF GIRDERS. ELASTOMERIC PADS BETWEEN GIRDER AND GIRDER STOPS SHALL BE PLACED AFTER CONSTRUCTION OF THE GIRDER STOPS. THE PADS SHALL BE BONDED TO GIRDER STOPS WITH PRE-APPROVED ADHESIVE.
5. THE ELASTOMERIC BEARING PAD SHALL BE BONDED TO THE BEARING SEAT WITH AN APPROVED EPOXY ADHESIVE.

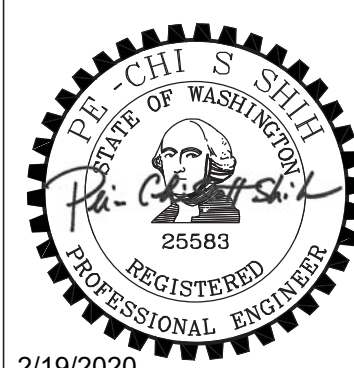
DEAD LOAD REACTION	113.72 KIPS
LIVE LOAD REACTION (W/O IMPACT)	40.23 KIPS
UNLOADED HEIGHT	4.02 INCHES
LOADED HEIGHT (DL)	4.01
SHEAR MODULUS AT 73°	165 PSI

	ADDENDUM 1	SS	JK	02/19/20
No.	REVISION	BY	APP'D	DATE

ONE INCH
AT FULL SIZE, IF NOT ONE
INCH SCALE ACCORDINGLY



stuləg^wa'bs
VILLAGE

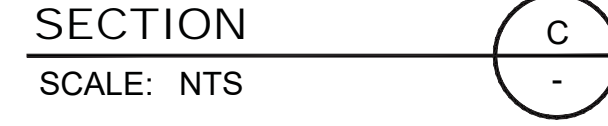
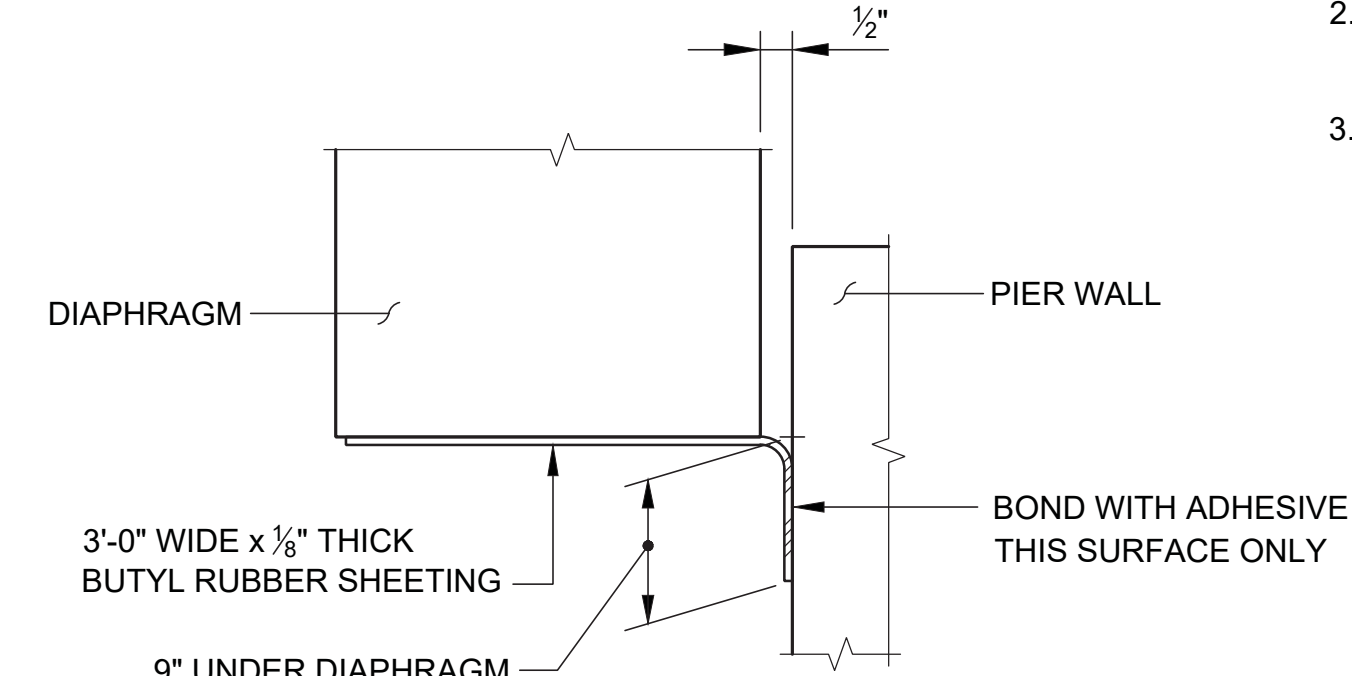
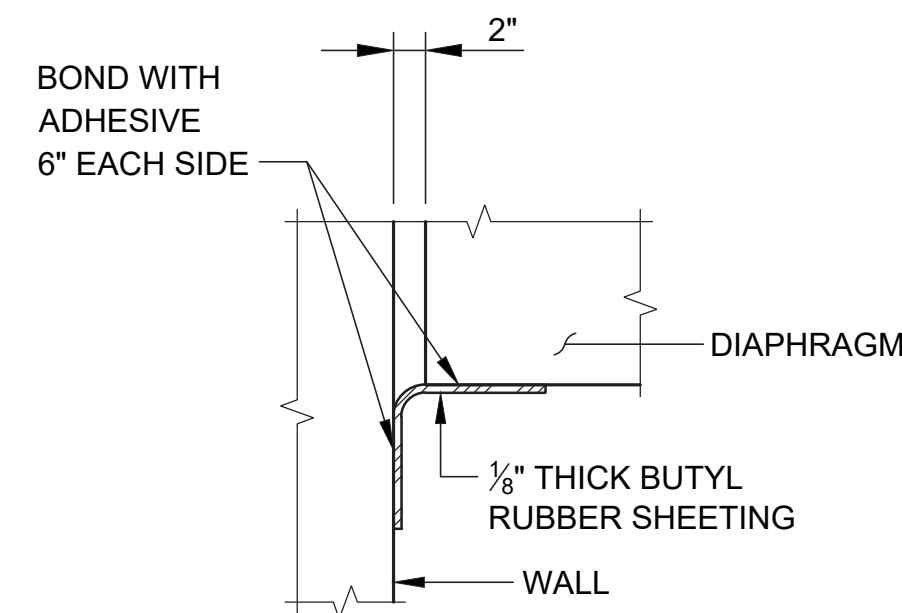
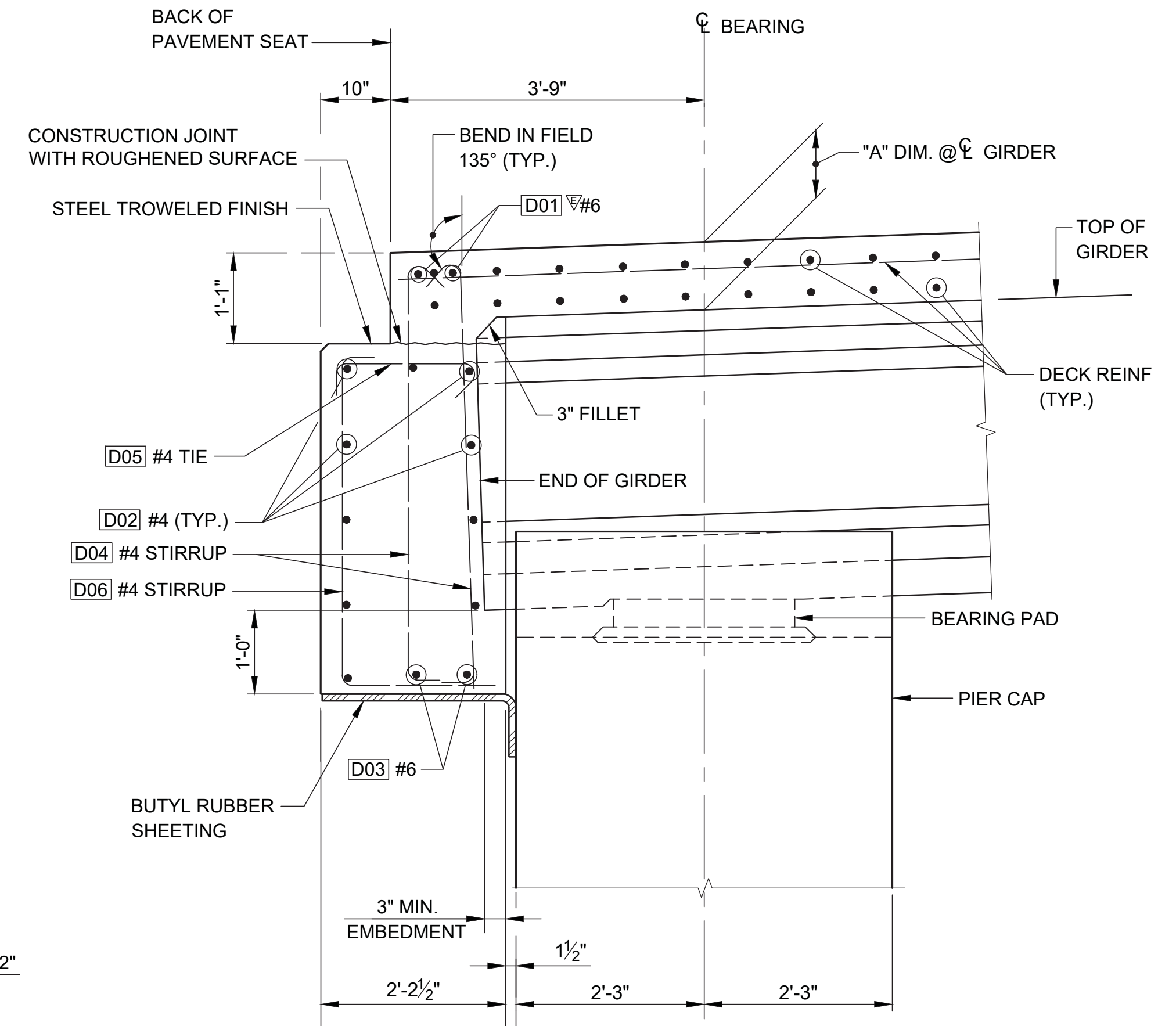


DESIGNED:	DRAWN:
S. SHIH	D. JENSEN
DESIGNED:	DRAWN:
DESIGNED:	CHECKED:
	J. KING
SCALE:	APPROVED:
AS SHOWN	C. AVOLIO

**KACKMAN CREEK 55TH AVE NE
CULVERT REPLACEMENT
SNO CTY PFN# 19-112866 D5**

ELASTOMERIC BEARING & GROUT PAD

DATE:	FEBRUARY 2020	
PROJECT NO:	15-06057-005	
DRAWING NO:	BR4.12	
SHEET NO:	40	OF 61



SECTION _____ (A)
 SCALE: NTS
 SEE GIRDER SHEETS FOR DIM "A"
 ALL LONGITUDINAL DIMENSIONS ARE NORMAL TO PIER WALL

NOTES:

GIRDERS SHALL BE HELD RIGIDLY IN PLACE WHEN DIAPHRAGMS ARE PLACED.

CUT/RELEASE GIRDER TEMPORARY STRANDS BEFORE CASTING DIAPHRAGM. SEE TEMPORARY STRAND CUTTING SEQUENCE.

EXTENDED STRANDS AND GIRDER REINFORCING NOT SHOWN FOR CLARITY.



100% DESIGN - BID SET					<div>ONE INCH</div> <div>↑</div> <div>↓</div> <div>AT FULL SIZE: IF NOT ONE INCH SCALE ACCORDINGLY</div>
	ADDENDUM 1	SS	JK	02/19/20	
No.	REVISION	BY	APP'D	DATE	



DESIGNED: S. SHIH	DRAWN: D. JENSEN
DESIGNED:	DRAWN:
DESIGNED:	CHECKED: J. KING
SCALE: AS SHOWN	APPROVED: C. AVOLIO

**KACKMAN CREEK 55TH AVE NE
CULVERT REPLACEMENT
SNO CTY PFN# 19-112866 D5**

END DIAPHRAGM DETAILS

DATE:	
FEBRUARY 2020	
PROJECT NO:	
15-06057-005	
DRAWING NO:	
BR4.13	
SHEET NO:	OF
41	61

ORIGINATED BY: / DATE: _____ / _____
 CHECKED BY: / DATE: _____ / _____
 BACK-CHECKED BY: / DATE: _____ / _____
 CORRECTED BY: / DATE: _____ / _____
 VERIFIED BY: / DATE: _____ / _____
 2/20/172017019 - Sulligumiah Kackman Creek Culverts009 CAD010 Drawing/C-Structural Sheet2017019 BD DWG | 2/21/2020 4:00 PM | Donna Jensen

© 2018 Herrera Environmental Consultants, Inc. All rights reserved.

DIMENSIONS (OUT TO OUT)

DATE:	FEBRUARY 2020	
PROJECT NO:	15-06057-005	
DRAWING NO:	BR4.18	
SHEET NO:	46	OF 61

1. ALL REINFORCING BARS ON THIS SHEET SHALL BE A.S.T.M. A-615. GRADE 60 UNLESS SHOWN OTHERWISE.



Know what's below.
Call before you dig



HYDRAULIC PROJECT APPROVAL

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

Issued Date: February 11, 2020
Project End Date: February 07, 2025

Permit Number: 2020-4-104+01
FPA/Public Notice Number: N/A
Application ID: 20438

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Stillaguamish Tribe of Indians ATTENTION: Carole Kirk P.O. Box 277 Arlington, WA 98223	Herrera Environmental Consultants ATTENTION: Christina Avolio 2200 6th Avenue Suite 1100 Seattle, WA 98121

Project Name: TRANSFER APP 13074 Kackman Creek Bridge Project at 55th Avenue Northeast

Project Description: Replace a failing 48-inch culvert that conveys Kackman Creek under 55th Avenue Northeast with a new bridge. To address structural, hydraulic and geomorphic, and fish passage issues at the road crossing, the proposed project will remove the failing culvert and three log weirs and will replace them with a bridge that will span a newly created roughened channel.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: Work below the ordinary high water line must only occur between July 16 and September 15.
2. RE-VEGETATION: You must complete re-vegetation by no later than the first March following construction, and you must monitor the success of the re-vegetation for three years.
3. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled Kackman Creek Culvert Replacement With A New 110 FT Bridge At 55th Avenue, dated December 2019, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction. You must also accomplish the work per the Biological Assessment dated 10 October 2018, and Critical Areas Study and Mitigation Plan for Kackman Creek Bridge Project, dated 26 November 2018.
4. INVASIVE SPECIES CONTROL: Follow Level 1 Decontamination protocol for low risk locations. Thoroughly remove visible dirt and organic debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. For contaminated or high risk sites please refer to the Level 2 Decontamination protocol. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <http://wdfw.wa.gov/publications/search.php?Cat=Aquatic Invasive Species>.

NOTIFICATION REQUIREMENTS

5. PRE- AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
6. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and



HYDRAULIC PROJECT APPROVAL

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

Issued Date: February 11, 2020
Project End Date: February 07, 2025

Permit Number: 2020-4-104+01
FPA/Public Notice Number: N/A
Application ID: 20438

after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

7. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

8. PRE-CONSTRUCTION CONTRACTOR MEETING: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least fourteen business days before starting work to arrange a pre-construction contractor meeting onsite. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

9. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

10. Clearly mark boundaries to establish the limit of work associated with site access and construction.

11. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

12. This Hydraulic Project Approval authorizes only the removal of the large woody vegetation shown in the approved plan. Clearly mark all large woody vegetation authorized for removal before starting work.

13. Confine the use of equipment to the specific access and work corridor shown in the approved plans.

14. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.

15. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.

16. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

17. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

18. Equipment must cross the creek in the most direct route and in a manner that does the least damage to the bed, streambank and streambank vegetation. If needed, you must place planks, matting or other suitable clean temporary material on the bank when driving equipment into and out of the channel to prevent damage.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

19. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

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

21. All erosion control materials that will remain onsite must be composed of 100% natural biodegradable materials.

22. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

23. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that



HYDRAULIC PROJECT APPROVAL

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

Issued Date: February 11, 2020
Project End Date: February 07, 2025

Permit Number: 2020-4-104+01
FPA/Public Notice Number: N/A
Application ID: 20438

will result in erosion or siltation of waters of the state.

24. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
25. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.
26. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.
27. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.
28. Do not burn wood treated with preservatives, trash, waste, or other deleterious materials waterward of the ordinary high water line.
29. Deposit all trash from the project at an appropriate upland disposal location.

CONSTRUCTION MATERIALS

30. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
31. During construction you may stockpile construction material, except fresh concrete and petroleum products, waterward of the OWHL.
32. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).
33. To prevent leaching, construct forms to contain any wet concrete. Place impervious material over wet concrete that will come in contact with waters of the state. Forms and impervious materials must remain in place until the concrete is cured.
34. Do not use wood treated with oil-type preservatives (creosote, pentachlorophenol) in any hydraulic project. You may use wood treated with waterborne preservatives (ACZA, ACQ) provided the wood is approved by the Western Wood Preservers Institute for use in the aquatic environment. Any use of treated wood in the aquatic environment must follow guidelines and best management practices available at www.wwpinstitute.org.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

35. Isolate fish from the work area by using either a total or partial bypass to reroute the stream through a temporary channel or pipe.
36. Sequence the work to minimize the duration of dewatering.
37. Use the least-impacting feasible method to temporarily bypass water from the work area. Consider the physical characteristics of the site and the anticipated volume of water flowing through the work area.
38. The hydraulic capacity of the stream bypass must be equal to or greater than the 25-year peak flow event expected when the bypass will be operated.
39. Design the temporary bypass to minimize the length of the dewatered stream channel.
40. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.
41. Install the temporary bypass before starting other construction work in the wetted perimeter.
42. Install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area.
43. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the



HYDRAULIC PROJECT APPROVAL

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

Issued Date: February 11, 2020
Project End Date: February 07, 2025

Permit Number: 2020-4-104+01
FPA/Public Notice Number: N/A
Application ID: 20438

diversion to prevent scour or erosion of the channel and bank.

44. If the diversion inlet is a gravity diversion that provides fish passage, place the diversion outlet where it facilitates gradual and safe reentry of fish into the stream channel.

45. If the bypass is a pumped diversion, once started it must run continuously until it is no longer necessary to bypass flows. This requires back-up pumps on-site and twenty-four-hour monitoring for overnight operation.

46. If the diversion inlet is a pump diversion in a fish-bearing stream, the pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following:

- a) Perforated plate: 0.094 inch (maximum opening diameter);
- b) Profile bar: 0.069 inch (maximum width opening); or
- c) Woven wire: 0.087 inch (maximum opening in the narrow direction).

The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Maintain fish screens to prevent injury or entrapment of fish.

47. Remove fish screens on dewatering pumps in the isolated work area only after all fish are safe and excluded from the work area.

48. Isolate pump hose intakes with block nets so that fish cannot get near the intake.

FISH LIFE REMOVAL

49. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.

50. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

51. Place block nets upstream and downstream of the in-water work area before capturing and removing fish life.

52. Capture and safely move fish life from the work area to the nearest suitable free-flowing water.

STREAM BANK PROTECTION

53. Place large wood or other materials consistent with natural stream processes waterward of the ordinary high water line as shown in the approved plans.

54. Install the toe to protect the integrity of bank protection material.

55. Bury the base of the structure deep enough to prevent undermining.

56. The biotechnical bank protection technique design must withstand the 100-year peak flow.

57. Use fir, cedar, or other coniferous species to construct the log or rootwad fish habitat structure(s).

58. Complete all bank protection work prior to releasing the water flow to the project area.

BRIDGE

59. Locate the waterward face of all bridge elements including abutments, piers, pilings, sills, foundations, aprons, wing walls, and approach material landward of the ordinary high water line.

60. Minimize damage to the bed and banks when placing bridge stringers.

61. Use material for the approaches that is structurally stable and that will not harm fish life if it erodes into the water.

CHANNEL RELOCATION AND REALIGNMENT

62. Permanent new channel must be similar in length, width, depth, flood plain configuration, and gradient to the old channel. The new channel must incorporate habitat components, bed materials, channel morphology, and native or



HYDRAULIC PROJECT APPROVAL

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

Issued Date: February 11, 2020
Project End Date: February 07, 2025

Permit Number: 2020-4-104+01
FPA/Public Notice Number: N/A
Application ID: 20438

other approved vegetation to provide equal or better habitat compared to that which previously existed in the old channel.

63. The streambed must include a sinuous low-flow channel expected under common conditions in the reach and a high-flow bench on both sides of the channel.

64. Before water is diverted into a permanent new channel, install approved habitat components and bed and bank protection materials to prevent erosion as shown in the approved plan.

65. Use fir, cedar, or other coniferous species to construct log or rootwad fish habitat structure(s).

66. Place the fish habitat structures in the low flow channel.

67. Size streambed material to mimic the gradation found in nearby reference channel reaches. The material must be well-graded (includes all size classes), non-porous, with 5-10% fines with sieve size U.S. No. 200 to prevent subsurface flow. Create a low-flow channel and a high-flow bench on both sides of the channel. Angular rock is not permitted within the channel.

68. The Habitat Biologist listed below or their representative must inspect and approve the new channel before the stream is diverted into the channel.

69. The owner(s) must monitor and maintain the channel to ensure it provides continued, unimpeded fish passage. If the channel becomes a hindrance to fish passage, the owner must obtain an Hydraulic Project Approval and provide prompt repair.

DEMOBILIZATION AND CLEANUP

70. Do not relocate removed or replaced structures within waters of the state. Remove and dispose of these structures in an upland area above the limits of anticipated floodwater.

71. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.

72. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.

73. Stabilize the bed with clean material sized to match undisturbed sediments.

74. Complete replanting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

75. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

76. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.

77. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Stillaguamish Tribal Trust Land 24410 55th Avenue Northeast, Arlington, WA 98223		
WORK START:	February 11, 2020	WORK END:	December 31, 2020
WRIA	Waterbody:	Tributary to:	



HYDRAULIC PROJECT APPROVAL

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

Issued Date: February 11, 2020
Project End Date: February 07, 2025

Permit Number: 2020-4-104+01
FPA/Public Notice Number: N/A
Application ID: 20438

05 - Stillaguamish		Kackman Creek			Armstrong Creek	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
NW 1/4	34	32 N	05 E	48.21766	-122.1558	Snohomish
<u>Location #1 Driving Directions</u>						
From Interstate 5 (I-5), take Exit 210 for 236th Street Northeast and head east. Turn north onto 19th Avenue Northeast/Kackman Road and follow for 3.3 miles. Turn south onto 55th Avenue Northeast.						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

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

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

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



HYDRAULIC PROJECT APPROVAL

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

Issued Date: February 11, 2020
Project End Date: February 07, 2025

Permit Number: 2020-4-104+01
FPA/Public Notice Number: N/A
Application ID: 20438

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.



HYDRAULIC PROJECT APPROVAL

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

Issued Date: February 11, 2020
Project End Date: February 07, 2025

Permit Number: 2020-4-104+01
FPA/Public Notice Number: N/A
Application ID: 20438

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist
Paul Marczin
Paul.Marczin@dfw.wa.gov
425-379-2303

for Director
WDFW

Application Id: 26631

**Certification
Received:**
(Ecology use)

**Facility/Site
Name:** Kackman Crk 55th Ave NE Culv
Replacement

Permit Number:
(Ecology use)

Facility Address: 24410 55th Ave NE
Arlington, WA 98223

Facility County: Snohomish

Permittee Name: Thomas Weller

Permittee Title: Branch Manager

Permittee Email: tweller@trantecheng.com

Permittee Phone: 3602552563

**Permittee
Address:** 1221 Fraser St Ste E3
Bellingham, WA 98229-5844

Company Name: TranTech Engineering,
LLC

**Disturbed
Acreage:** 0.99

Certification of Permittee

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

THOMAS WELER / TRANTECH ENGINEERING, LLC
Printed Name / Company

BRANCH MANAGER
Title


Signature of Permittee *

02/22/20
Date



* Federal regulations require this application is signed by one of the following:

- A. For a corporation: By a responsible corporate officer, of at least the level of vice president.
- B. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively.
- C. For a municipality, state, federal, or other public facility: By either a principal executive officer or ranking elected official.

Please print, sign and mail this form to the following address:

Department of Ecology
ATTN: Water Quality Program, Construction Stormwater P.O. Box 47696
Olympia, WA 98504-7696

PUBLIC NOTICE On behalf in Everett, WA 98201, US

[Email Friend](#) [Save Ad](#) [QR Code](#)

[Tweet](#) [Like 0](#)

Location: Everett, WA 98201, US

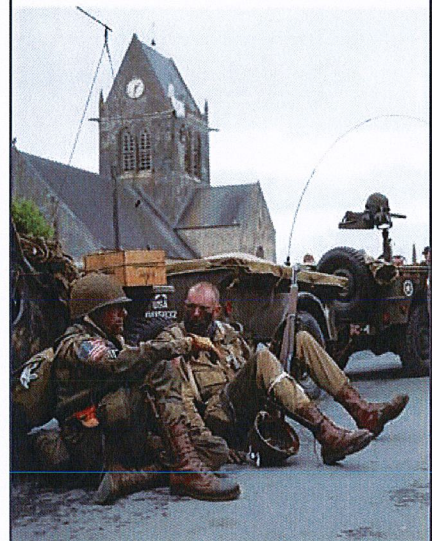
Category: Events and Notices - Legal and Public Notices

Posted: 02/20/2020

Details

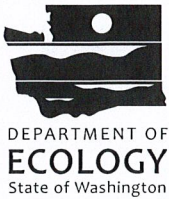
PUBLIC NOTICE On behalf of the Stillaguamish Tribe of Indians, TranTech Engineering, LLC, Thomas Weller, 1221 Fraser St Suite E-3 Bellingham, WA 98229-5844, is seeking coverage under the Washington State Department of Ecology's Construction Stormwater NPDES and State Waste Discharge General Permit. The proposed project, Kackman Creek Culvert Replacement With a New 110-Foot Bridge at 55th Ave NE, is generally located within both public rights-of-way and tribal lands fronting 24410 55th Ave NE in Arlington in Snohomish county. This project involves 0.99 acres of soil disturbance for road construction and buffer mitigation activities. The receiving waterbody is Kackman Creek. Any persons desiring to present their views to the Washington State Department of Ecology regarding this Application, or interested in Ecology's action on this Application, may notify Ecology in writing no later than 30 days of the last date of publication of this notice. Ecology reviews public comments and considers whether discharges from this project would cause a measurable change in receiving water quality, and, if so, whether the project is necessary and in the overriding public interest according to Tier II anti-degradation requirements under WAC 173-201A-320. Comments can be submitted to: Department of Ecology Attn: Water Quality Program, Construction Stormwater P.O. Box 47696, Olympia, WA 98504-7696 Published: February 20, 27, 2020.EDH891330

**WORLD WAR II
HISTORY TOURS**



**REQUEST
A TOUR
BROCHURE**





Instructions for Transfer of Coverage

Construction Stormwater General Permit

Instructions

This form is used to process two types of permit transfers: 1) Complete Transfer, or 2) Partial Transfer. Determine which type of transfer applies to your situation before filling out this form.

1. Complete Transfer: The original permittee has sold, or otherwise released control of the entire site to another party.

Required Paperwork for Complete Transfer:

- Either the current permittee, or the new permittee(s), must submit a complete and accurate Transfer of Coverage form to Ecology for each new party. The form must be signed by the current permittee **and** the new permittee.

2. Partial Transfer: The original permittee retains control over some portion of the site after selling or releasing control over a portion of the site.

Required Paperwork for Partial Transfer

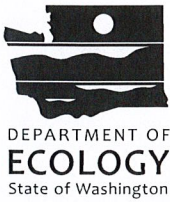
- Either the current permittee or the new permittee(s) must submit a complete and accurate Transfer of Coverage Form for each new operator to Ecology. The form must be signed by the current permittee and the new permittee.
- For partial transfers, once all transfers are submitted, the original permittee should submit the Notice of Termination only if the portion(s) they still own or control have undergone final stabilization and meet the criteria for termination.

For Your Information

- When this form is 1) completed, 2) signed by the current and new permittee, and 3) submitted to Ecology, permit transfers are effective on the date specified at the top of page 1 (unless Ecology notifies the current permittee and new permittee of its intention to revoke coverage under the General Permit or if Ecology sends notice that the application is incomplete). If no date for the transfer of coverage is specified, Ecology will use the date of the last signature.
- The new permittee should keep a copy of the signed Transfer of Coverage form (which serves as proof of permit coverage) until Ecology sends documentation in the mail.
- Following the transfer, the new permittee must either: (1) use the Stormwater Pollution Prevention Plan (SWPPP) developed by the original operator, and modified as necessary, or (2) develop and use a new SWPPP that meets the requirements of the Construction Stormwater General Permit.
- For projects for which the original permittee has completed a Proposed New Discharge to an Impaired Waterbody Form (ECY 070-399), or for projects that are operating on sites with soil or groundwater contamination: Upon completion of the Transfer of Coverage form, the new permittee will adopt any special provisions made to protect water quality for sites that have existing contamination or that discharge to an impaired waterbody.

To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call 877-833-6341.

This page is intentionally left blank



Transfer of Coverage

Permit # WAR 26631

Construction Stormwater General Permit

This form transfers permit coverage for all, or a portion of a site to one or more new operators.

Type of permit transfer (check one): ☐ Partial transfer (complete the Partial Transfer acreage below) ☒ Complete transfer

Specific date that permit responsibility, coverage, and liability is transferred to new operator: 03/30/20

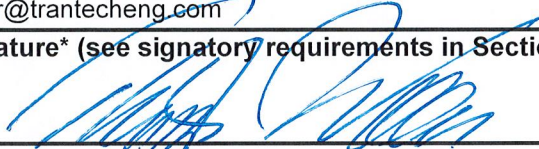
**If no date is indicated Ecology will determine the date of transfer.*

Please see instructions for details on type of transfer.

For PARTIAL TRANSFERS indicate the acreage remaining under your operational control:

- List **total size of project/site** remaining under your operational control following the **partial transfer**: _____ acres.
- List **total area of soil disturbance** remaining under your operational control following the **partial transfer**: _____ acres.
- Submitting this form meets the requirement to submit an updated NOI (General Permit Condition G9)

Current Operator/Permittee Information

Current Operator/Permittee Name: Thomas Weller		Company: TranTech Engineering, LLC		
Business Phone: 360.255.2563	Ext: -	Mailing Address: 1221 Fraser Street Suite E-3		
Cell Phone: 360.216.6710	Fax (optional): -			
Email: tweller@trantecheng.com		City: Bellingham	State: WA	Zip+4: 98229-5844
Signature* (see signatory requirements in Section VIII): 		Title: Branch Manager		Date: 03/30/20

New Operator/Permittee Information

(the remainder of this form applies to the new Operator/Permittee)

I. New Operator/Permittee (Party with operational control over plans and specifications or day-to-day operational control of activities which ensure compliance with Stormwater Pollution Prevention Plan (SWPPP) and permit conditions. Ecology will send correspondence and permit fee invoices to the permittee on record.)

Name:		Company:		
Business Phone:	Ext:	Unified Business Identifier (UBI): (UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)		
Cell Phone (Optional):	Fax (Optional):	E-mail:		
Mailing Address:		City:	State:	Zip + 4:

II. Property Owner (The party listed on the County Assessor's records as owner and taxpayer of the parcel[s] for which permit coverage is requested. Ecology will **not** send correspondence and permit fee invoices to the Property Owner. The Property Owner information will be used for emergency contact purposes.)

Name: Carole Kirk		Company: Stillaguamish Tribe of Indians		
Business Phone: 360.572.3026	Ext: -	Unified Business Identifier (UBI): 601020911 (UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)		
Cell Phone (Optional): 425.280.6378	Fax (Optional): -	E-mail: ckirk@stillaguamish.com		
Mailing Address: 3322 236th St NE		City: Arlington	State: WA	Zip + 4: 98223-7233

III. On-Site Contact Person(s) (Typically the Certified Erosion and Sediment Control Lead or Operator/Permittee)					
Name:			Company:		
Business Phone:		Ext:		Mailing Address:	
Cell Phone:		Fax(Optional):		City:	State:
Email:				Zip+4:	
IV. Site/Project Information					
Site or Project Name Kackman Crk. 55th Ave NE Culv. Replacemnt			Site Acreage Total size of your site/project (that you own/control): <u>5.73</u> acres. (Note: 1 acre = 43,560 sq. ft.)		
Street Address or Location Description (If the site lacks a street address, list its specific location. For example, Intersection of Highway 61 and 34.) 24410 55th Ave NE			Total area of soil disturbance for your site/project over the life of the project: <u>0.99</u> acres. Include grading, equipment staging, excavation, borrow pit, material storage areas, dump areas, haul roads, side-cast areas, off-site construction support areas, and all other soil disturbance acreage associated with the project. (Note: 1 acre = 43,560 sq. ft.)		
Parcel ID#: _____ (Optional)					
Type of Construction Activity (check all that apply): <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Highway or Road (city, county, state) <input checked="" type="checkbox"/> Utilities (specify): <u>OH Power & Storm Drains</u> <input checked="" type="checkbox"/> Other (specify): <u>Stream Buffer Mitigation</u>					
City (or nearest city): Arlington		Zip Code: 98223-8478		Estimated project start-up date (mm/dd/yy): 03/30/2020	
County: Snohomish				Estimated project completion date (mm/dd/yy): 11/13/2020	
Record the latitude and longitude of the <i>main entrance</i> to the site or the approximate center of site. Latitude: <u>48°13'2.60"</u> °N Longitude: <u>-122° 9'20.88"</u> °W					
V. Existing Site Conditions					
1. Are you aware of contaminated soils present on the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 2. Are you aware of groundwater contamination located within the site boundary? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. If you answered yes to questions 1 or 2, will any contaminated soils be disturbed or will any contaminated groundwater be discharged due to the proposed construction activity? <input type="checkbox"/> Yes <input type="checkbox"/> No ("Contaminated" and "contamination" here mean containing any hazardous substance (as defined in WAC 173-340-200) that does not occur naturally or occurs at greater than natural background levels.) If you answered yes to Question 3, please provide detailed information with the NOI (as known and readily available) on the natures and extent of the contamination (concentrations, locations, and depth), as well as pollution prevention and/or treatment Best Management Practices (BMPs) proposed to control the discharge of soil and/or groundwater contaminants in stormwater. This should include information that would be included in related portions of the Stormwater Pollution Prevention Plan (SWPPP) that describe how contaminated and potentially contaminated construction stormwater and dewatering water will be managed.					

VI. WQWebDMR (Electronic Discharge Monitoring Reporting)

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to <https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance>. If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, **you must submit the Electronic Signature Agreement with your transfer of coverage form**. If you have questions on this process, contact Ecology's WQWebDMR staff at WebDMRPortal@ecy.wa.gov or 800/633-6193 or 360-407-7097 (local). Note: DMRs are optional for permitted sites under 1 acre that do not discharge to impaired waterbodies.

VII. Discharge/Receiving Water Information

Indicate whether your site's stormwater and/or dewatering water could enter surface waters, **directly and/or indirectly**.

☒ Water will discharge directly or indirectly (through a storm drain system or roadside ditch) into one or more surface waterbodies (wetlands, creeks, lakes, and all other surface waters and water courses).

If your discharge is to a storm sewer system, provide the name of the operator of the storm sewer system:
(e.g., City of Tacoma): _____

☐ Water will discharge to ground with 100% infiltration, with no potential to reach surface waters under any conditions.

If your project includes dewatering, you **must** include dewatering plans and discharge locations in your site Stormwater Pollution Prevention Plan.

Location of Outfall into Surface Waterbody

Enter the outfall identifier code, waterbody name, and latitude/longitude of the point(s) where the site has the potential to discharge into a waterbody (the outfall). Enter all locations. **See illustration of Surface Waterbody Outfall locations at the end of this form.**

- Include the names and locations of both direct and indirect discharges to surface waterbodies, even if the risk of discharge is low or limited to periods of extreme weather. **Attach a separate list if necessary.**
- Give each point a unique 1-4 digit alpha numeric code. This code will be used for identifying these points in WQWebDMR.
- Some large construction projects (for example, subdivisions, roads, or pipelines) may discharge into several waterbodies.
- If the creek or tributary is unnamed, use a format such as "unnamed tributary to Deschutes River."
- If the site discharges to a stormwater conveyance system that in turn flows to a surface waterbody, include the surface waterbody name and location.

Outfall Identifier Code. These cannot be symbols. (Maximum of 4 characters).				Surface Waterbody Name at the Outfall	Latitude Decimal Degrees	Longitude Decimal Degrees
Example: 001A				Example: Puget Sound	47.5289247° N	-122.3123550° W
01				Kackman Creek	48°13'2.60° N	-122° 9'20° W
					° N	° W
					° N	° W

If your site discharges to a waterbody that is on the impaired waterbodies list (e.g., 303[d] list) for turbidity, fine sediment, high pH, or phosphorus, Ecology will require additional documentation before issuing permit coverage and these sites will be subject to additional sampling and numeric effluent limits (per Permit Condition S8). Ecology will notify you if any additional sampling requirements apply. Information on impaired waterbodies is available online at: <https://www.ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d>.

Before signing, please use the following checklist to ensure this form is complete:

- ☐ All spaces on this form have been completed. (Attach additional sheets if necessary)
- ☐ The transfer form has been signed by both the current permittee (see Page 1) **and** the new permittee (see Section VIII below).
- ☐ The date permit responsibility was transferred is specified. (See Page 1)
- ☐ New Operator/Permittee: Before you submit this form to Ecology, please retain a copy for your records – this will serve as proof of permit coverage until documentation arrives from Ecology.
- ☐ For partial transfers: If the original permittee no longer owns or controls any portions of the site that meet the criteria for termination, the original permittee must submit a Notice of Termination (NOT) to terminate permit coverage. See the CSWGP website for a link to the NOT form: www.ecology.wa.gov/constructionstormwaterpermit.
- ☐ For sites with contaminated soils/groundwater or a new discharger to an impaired waterbody: Any special provisions to protect water quality put in place at the time of initial coverage have been reviewed and adopted by the new permittee.

Administrative Order Docket No. _____

VIII. Certification of New Permittee

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Printed/Typed Name

Company (operator/permittee only)

Title

Signature of New Operator/Permittee

Date

Signature of Operator/Permittee requirements:

- A. For a corporation: By a responsible corporate officer.
- B. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively.
- C. For a municipality, state, federal, or other public facility: By either a principal executive officer or ranking elected official.

Please sign and return this **ORIGINAL** document to the following address:

Department of Ecology – Construction Stormwater
PO Box 47696
Olympia, WA 98504-7696

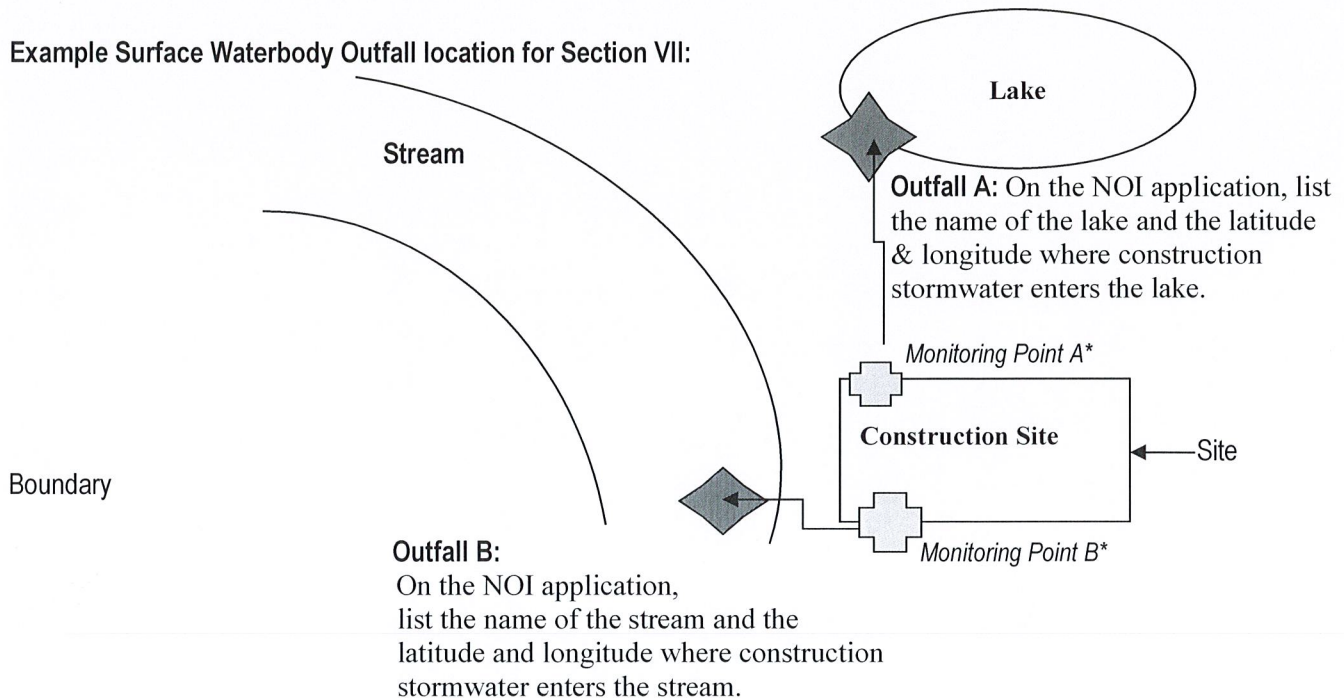
If you have questions about this form, contact the following Ecology staff:

Location	Contact Name	Phone	E-mail
City of Seattle, and Kitsap, Pierce, and Thurston counties	Josh Klimek	360-407-7451	josh.klimek@ecy.wa.gov
Island, King, and San Juan counties	RaChelle Stane	360-407-6556	rachelle.stane@ecy.wa.gov
Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Skagit, Snohomish, Spokane, Stevens, Walla, Whatcom, and Whitman counties.	Shawn Hopkins	360-407-6442	shawn.hopkins@ecy.wa.gov
Benton, Chelan, Clallam, Clark, Cowlitz, Douglas, Grays Harbor, Jefferson, Kittitas, Klickitat, Lewis, Mason, Okanogan, Pacific, Skamania, Wahkiakum, and Yakima counties.	Joyce Smith	360-407-6858	joyce.smith@ecy.wa.gov

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance. If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, **you must submit the Electronic Signature Agreement with your application.**

If you have questions on this process, contact Ecology's WQWebDMR staff at WQWebPortal@ecy.wa.gov or 800-633-6193 or 360-407-7097 (local).

Example Surface Waterbody Outfall location for Section VII:



*Note: The monitoring points are for illustration only and are not required on this Notice of Intent application form. Monitoring point information will be entered on the monthly discharge monitoring report as required for active permits.

To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TYY at 877-833-6341.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SEATTLE DISTRICT
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

Regulatory Branch

February 28, 2020

Ms. Carole Kirk
Stillaguamish Tribe of Indians
P.O. Box 277
Arlington, Washington 98223

Reference: NWS-2018-1142
Stillaguamish Tribe of
Indians
(Kackman Creek Bridge)

Dear Ms. Kirk:

On February 3, 2020, your agent requested a modification to the scope of work and work window time extension for the above-referenced Nationwide Permit (NWP) 27 verification issued to you on June 14, 2019. The work authorized was to replace a 48-inch diameter culvert with a 50-foot clear span bridge and modify a stream channel in Kackman Creek near Arlington, Snohomish County, Washington. You requested a permit modification to increase the bridge span from 50 feet to 110 feet and extend the work window to an end date of September 15.

We have reviewed your request and verified that this NWP still authorizes this project provided you ensure that the work is performed in accordance with the following modified special condition:

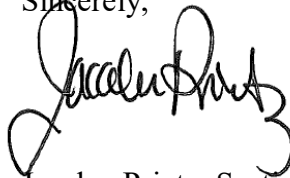
- c. In order to meet the requirements of the Endangered Species Act you may conduct the authorized activities from July 1 through September 15 in any year this permit is valid. You shall not conduct work authorized by this permit from September 16 through June 30 in any year this permit is valid.

This NWP verification supersedes the verification authorized by this office on June 14, 2020. All other terms and conditions contained in the original NWP verification remain in full force and effect. Our verification of this NWP authorization is valid until March 18, 2022, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work has not been completed by that date and you have commenced or are under contract to commence this activity before March 18, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and

conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all State and local permits that apply to this project.

A copy of this letter without enclosures will be furnished to Ms. Christina Avolio at cavolio@herrerainc.com. If you have any questions, please contact the project manager, Ms. Jennifer Lang, at jennifer.w.lang@usace.army.mil or (206) 764-6071.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jacalen Printz', with a large, stylized flourish at the end.

Jacalen Printz, Section Chief
Regulatory Branch