

CONSTRUCTION CONTRACT DOCUMENTS, GENERAL CONDITIONS AND SPECIAL PROVISIONS

Lower Cherry Creek Restoration Project (Phase II-III)

Contract No. 26-1281

June 2026

Owner/Project Manager

Wild Fish Conservancy
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Duvall, WA 98019
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Engineer/Project Engineer

Wild Fish Conservancy
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LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)

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INVITATION TO BID

Notice is hereby given that sealed proposals for the Lower Cherry Creek Restoration Project (Phase II-III) will be received at the offices of Wild Fish Conservancy, P.O. Box 402, 15629 Main Street N.E., Duvall, WA 98019 until **3:00 PM, Tuesday, June 30th, 2026** and will then and there be read publicly. Electronic proposals will be also accepted via email to micah@wildfishconservancy.org in the form of a PDF file or files including scanned copies of the original signed non-collusion certificate and bid bond. Original signed copies must be produced prior to award of Contract. Proposals received after the time fixed for opening will not be considered.

The objective of the Lower Cherry Creek Restoration Project (Phase II-III) is to restore and improve degraded habitat conditions for juvenile Chinook salmon in Cherry Creek in the lower reach and above the mouth of where it flows into the Snoqualmie River north of Duvall, WA. The earthen material excavated from this project that is suitable to be used in the nearby levee shall be beneficially reused for this purpose. The project includes the following major elements:

- Excavating a total of 19,400 cubic yards (CY) of material and re-contouring 2,000 lineal feet (LF) of the streambanks (1,500 LF on the right bank and 500 LF on the left bank), creating complex edge habitat suitable for high-flow refugia and juvenile salmon rearing
- Placing 84 pieces of large woody debris (LWD) and 30 piles within Cherry Creek to construct 3 engineered log jams (ELJs) using riprap material (salvaged from the streambank excavation) for each ELJ as ballast.
- Placing 30 pieces of LWD and 15 piles to construct 5 log clusters.
- Removing the failing livestock bridge structure crossing Cherry Creek and replacing it with a new 14-foot wide by 70-foot long span steel bridge with abutments, backwalls and approaches.
- Removing non-native vegetation (43,800 SF) within the work area and establishing a riparian corridor of native vegetation.
- Supplement the widening of approximately 3,000 LF of the leftbank levee with 14,900 CY of suitable material excavated from the 2,000 LF of Cherry Creek streambanks.
- Placing the remaining 750 CY of screened excavated organic topsoil material not suitable for the levee or contaminated with invasive weeds on designated areas in the farm pastures to amend soils.
- Exporting off site material contaminated with invasive weeds
- To the extent that budget allows, and of a quantity no greater than what gets exported out of the floodplain, import drainage aggregate for a 2,000 LF portion of the levee and import clean earthfill to supplement the volume of earthfill coming from onsite excavations.

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- Construct a temporary crossing of Lateral A and modifying the Lateral A crossing on WDFW property as needed to accommodate mobilization of Contractor's planned equipment.

The Engineer's Estimate for this project is: \$ 1,480,594

Contract Documents, including Plans and Specifications, will be provided electronically upon request. Hard copies of Contract Documents, including Plans and Specifications may also be obtained at the Wild Fish Conservancy office upon request. Please contact Micah Wait (206) 953-9305 or micah@wildfishconservancy.org to arrange for distribution of Contract Documents.

Bidders on this work will be required to comply with Executive Order 11246 (Equal Employment Opportunity), the Davis-Bacon Act, the Copeland (Anti-Kickback) Act, the Contract Work Hours and Safety Standards Act, as explained in the Contract Documents, and all applicable state and local laws and regulations.

No proposal will be accepted from a Contractor who is not licensed in accordance with the laws of this State to perform the work herein described. The OWNER reserves the right to reject any or all bids pursuant to Washington Law; to award a Contract for less than all the work if funds now available are insufficient for completion of the total project; to delay award of Contract pending any, and all permit approvals to complete the project, to waive any informalities or irregularities therein; and/or to award the bid to the lowest responsible bidder.

A pre-bid conference is mandatory. The pre-bid conference/site visit will be held on **June 24th, 2026 from 10:00 AM to 12:00 PM** Pacific Time at the project site for potential bidders and representatives of bidders. This property is otherwise closed for entry to the general public, as such, **ALL POTENTIAL BIDDERS MUST ATTEND**. All bidders shall meet at the Wild Fish Conservancy office at 15629 Main St., Duvall at 10am on June 24th, 2026 and caravan to the project site.

The following Amendments and Special Provisions shall be used in conjunction with the *Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2026* (WSDOT Standard Specifications).

BID FORM ATTACHMENT

Article 1 - BID RECIPIENT

1.01 This Bid is submitted to:

*Wild Fish Conservancy
micah@wildfishconservancy.org*

Wild Fish Conservancy is herein referred to as the "OWNER".

- 1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the time indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Article 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree in writing upon request of Owner.

Article 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- 3.01.1** Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum</u> <u>No.</u>	<u>Date:</u>
_____	_____
_____	_____

- 3.01.2** Bidder has visited the job site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the Work.

- 3.01.3** Bidder is familiar with and is satisfied as to all Federal, State and local laws and regulations that may affect cost, progress and performance of the Work.

- 3.01.4** Bidder has carefully studied all of the following:

- Reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities).

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- Reports of other environmental conditions.
 - Technical specifications for the levee.
- 3.01.5 Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- 3.01.6 Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- 3.01.7 Bidder has correlated the information known to Bidder, information and observations from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- 3.01.8 Bidder is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Bidding Documents.
- 3.01.9 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 3.01.10 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 3.01.11 Bidder will submit written evidence of its authority to do business in the State of Washington, where the project is located, not later than the date of its execution of the Agreement.

Article 4 - FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- 4.01.1 This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- 4.01.2 Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;

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LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)

- 4.01.3 Bidder has not solicited or induced any individual or entity to refrain from bidding;
- 4.01.4 Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Article 5 - BID SCHEDULE

5.01

- 5.01.1 Bidder will complete the Work in accordance with the Contract Documents
- 5.01.2 Quantities are not guaranteed. Final Payment will be based upon actual quantity of work performed. OWNER reserves the right to reduce the scope of work without invalidating the bid if funds now available are insufficient for completion of the total project.

- 5.02 The OWNER reserves the right to award a portion, or all work to the Bidder based on availability of funds and comparison of price and qualifications with those of other bidders. In addition, the OWNER reserves the right to award the Contract amount based on any or all of the bid items listed to restrict the Contract amount to the funds available, and to reject any or all bids for any reason whatsoever and waive formalities as the interest of the OWNER may require.

Article 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with work windows or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

Article 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - 7.01.1 List of similar projects completed
 - 7.01.2 List of subcontractors and suppliers exceeding 5% of total bid.

SPECIAL PROVISION SPECIFICATIONS**LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)****BID FORM**

Bid Item No.	Spec. Section	Item Description	Unit	Est. Qty.	Unit Price \$	Amount \$
DIVISION 1: GENERAL REQUIREMENTS						
1	1-09	Mobilization	LS	1	\$	\$
2	1-10	Traffic Control	LS	1	\$	\$
3	2-03	Construction Survey	LS	1	\$	\$
DIVISION 2: EARTHWORK						
4	2-01	Clearing, Grubbing, and Cleanup	ACRE	1	\$	\$
5	2-04	Stream Channel and Streambank Excavation	BCY	19,400	\$	\$
6	2-05	Soil Amendment - Haul & Placement	BCY	1,525	\$	\$
7	2-06	Haul Unusable Material Off Site	BCY	1,500	\$	\$
8	2-08	Watering	M gal	0.05	\$	\$
9	2-03	Stripping > Station 19+00	BCY	3,550	\$	\$
10	2-03	Drainage Filter (ASTM C33)	Ton	1,740	\$	\$
11	2-03	Earth fill Haul and Compaction > Station 19+00	BCY	14,000	\$	\$
12	2-03	Import and Compact Earth Fill > Station 19+00	Ton	1,350	\$	\$
13	2-03	Top-dress Levee with Stripped Material > Station 19+00	BCY	14,000	\$	\$
14	2-03	Stripping < Station 19+00	BCY	1,030	\$	\$
15	2-03	Earth fill Haul and Compaction < Station 19+00	BCY	1,500	\$	\$
16	2-03	Import and Compact Earth Fill < Station 19+00	Ton	1,350	\$	\$
17	2-03	Top-dress Levee with Stripped Material < Station 19+00	BCY	1,030	\$	\$
DIVISION 4: ROAD BASES						
18	4-04	Ballast and Crushed Surfacing	Ton	1,888	\$	\$
19	4-04	Geosynthetic	SY	7,083	\$	\$
20	4-04	Temporary Haul Road Installation and Removal	LF	600	\$	\$
DIVISION 6: STRUCTURES						
21	6-20	ELJ Structure Installations (3)	LS	1	\$	\$
22	6-20	Log Cluster Installations (5)	LS	1	\$	\$
23	6-21	Bridge Installation	LS	1	\$	\$
24	6-21	Old Bridge Removal	LS	1	\$	\$
25	6-21	Temporary Crossing of Lateral A	LS	1	\$	\$
DIVISION 8: MISCELLANEOUS CONSTRUCTION						
26	8-01	Erosion Control and Water Pollution Control	LS	1	\$	\$

SPECIAL PROVISION SPECIFICATIONS**LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)**

27	8-02	Work Area Isolation and Dewatering	LS	1	\$	\$
28	8-01	Seed and Mulch or Hydroseed > Station 19+00	Ac	6.5	\$	\$
29	8-01	Seed and Mulch or Hydroseed < Station 19+00	Ac	2.2	\$	\$
					Subtotal	\$
Washington State Tax (6.5%) & Local County/City Tax (2.4%): Total Tax (8.9%)						\$

TOTAL BID SUMMARY (including tax)

\$_____

BIDS for the work identified in this Contract shall be for complete construction of all items included in the project plan sheets and specifications. Bids will not be considered responsive unless all bid amounts listed above are complete and identified.

A "NO BID" or "\$0" bid entered in the total bid summary above will result in disqualification of the bid.

BONDS AND INSURANCE REQUIRED:

- A. In lieu of a Contract Bond (Performance Bond), the OWNER will withhold 10% of each submitted billing, the balances of which will be paid upon satisfactory completion of the project. Alternatively, the selected contractor can provide up front a performance bond for the full bid plus state tax.
- B. Public Liability and Property Damage Insurance (as described in WSDOT Standards 1-07.18).
- C. Prior to Contract execution, the Contractor shall file with the OWNER, ACORD Form Certificates of Insurance evidencing the minimum insurance coverage required under these specifications.

ADDITIONAL INFORMATION REQUIRED AT BID

List of similar projects completed by Contractor (use additional sheet if necessary)

Contact Name & Phone No.	Description of Work	Date Complete	Cost

List of subcontractors: List below the name, address and Contractor's or business license number of each subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding five percent (5%) of the Contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Kind of Work/ Supplies	% of Work/ Supplies	Name, Address, Phone	License No.

NONCOLLUSION CERTIFICATE

STATE _____

COUNTY _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to Wild Fish Conservancy for consideration in the award of a Contract on the improvement described as follows:

**Project Title: Lower Cherry Creek Restoration
Project (Phase II-III)**

(Name of Firm)

CORPORATE SEAL:

By:

(Authorized Signature)

Title:

Sworn to before me this ____ day of _____, ____.

End of Noncollusion Certificate

Contract No. 26-1281

Project: Lower Cherry Creek Restoration Project (Phase II-III)

Funding Agency: Wild Fish Conservancy

Date: _____

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2026, shall be the agreed basis of performing the following work by and between Wild Fish Conservancy (WFC), hereinafter referred to as the OWNER, and:

Telephone _____ Fax _____

Hereinafter referred to as the Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: OWNER has provided the new steel Cherry Creek bridge structure, large woody debris, and wooden piles shown in the plans. These materials are or will be staged on-site prior to construction. The permanent bridge structure has been temporarily installed in its permanent location because the old concrete bridge was damaged during the flood in December 2025.

The Contractor agrees to furnish all additional materials needed including: Cherry Creek bridge abutments and backwall/wingwall components as specified in the drawings, and the labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete the work called for in the Contract documents in a workmanship like manner.

Contractor agrees to furnish structures and materials necessary to create a temporary crossing over Lateral A and to augment the existing WDFW Lateral A crossing if the Contractor plans to mobilize equipment heavier than 10 tons over the 10-ton rated bridge and remove these improvements once work is complete.

Invasive weeds have been recently observed growing in places on the banks of Cherry Creek. The most problematic of these, Japanese knotweed, is known to propagate from plant fragments. All material containing Japanese Knotweed shall be deemed contaminated and must be disposed of off site. Contractor shall take care to maximize the volume of clean earth fill retained on site for use in the levee.

LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)

SECOND: Time of Completion: The work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed. All in-water work below the ordinary highwater line must only occur between July 15th and September 15th, 2026, and the project shall be substantially complete before October 14, 2026.

The Contractor further agrees that, from the compensation otherwise to be paid, the OWNER may charge the Contractor liquidated damages, as set forth in Section 1-08.9 of these Special Provisions, for any time over the completion dates stated in the Contract where work remains uncompleted, and for which the OWNER will sustain in case of the failure of the Contractor to complete the work in the time stipulated.

Total Contract Amount (including tax) \$ _____

IN WITNESS WHEREOF: the OWNER has caused this Contract to be subscribed in its behalf and the said Contractor has signed this Contract the day and year first above written.

Owner

June 2026

SPECIAL PROVISION SPECIFICATIONS

LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)

By _____

By _____

Title _____

Title: Executive Director

Date _____

Date _____

Washington State Contractor's
License No. _____

Federal Tax Id. No. _____

UBI. NO. _____

SPECIAL PROVISION SPECIFICATIONS

LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)

DESCRIPTION OF WORK

Lower Cherry Creek Restoration Project (Phase II-III) under this Contract includes the construction of engineered logjams and re-contouring of outer streambanks; installation of streambank log structures; widening of a levee; road improvements;; creation of planting benches; removal of a failing bridge; installation of a new bridge (including abutments and approaches) and spreading of topsoil. The goals and objectives of this project are to improve degraded habitat conditions for juvenile Chinook salmon above the mouth of Cherry Creek while maintaining or improving ground conditions for agricultural operations.

OWNER'S RESPONSIBILITY

The following tasks and services will be provided by the Owner or the Owner's subs and **ARE NOT INCLUDED** in the scope of this bid:

1. LWD and pile procurement and delivery. LWD and piles will be staged on site for the contractor to install.
2. Planting of trees and shrubs. Contractor is responsible for applying mulch or assistance with installing jute material as described in plans; and hydroseeding disturbed areas and embankments as indicated.
3. Fish exclusion, handling, and salvage.
4. New bridge procurement and delivery. The bridge is currently staged on site.
5. Portable toilet, which will be provided and maintained by the OWNER.

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 1-01 INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the *Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2026* (WSDOT Standard Specifications). Additional specifications in the following Contract sections are included for items not covered by the WSDOT Standard Specifications.

The following Amendments to the Standard Specifications are made a part of this Contract and supersede any conflicting provisions of the Standard Specifications. Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references that do not apply to this particular project.

Washington State monies fund this project; appropriate inclusions have been made to meet those requirements.

Wherever, in the Contract, the specifications and other Contract documents, the following words and terms or pronouns in place of them are used, the meaning will be construed as follows:

Board, Board of Directors: The elective body having authority over the OWNER matters as provided by law.

Department, Public Works Department: The agent of the Board of Directors for the OWNER for the administration of project work; the Executive Director.

Engineer: The Project Engineer, acting directly or through his duly authorized representative and such agents that are authorized to act on their behalf.

Laboratory: The laboratory designated by the Project Engineer.

1-02.2 Plans and Specifications

Any prospective bidder that finds any discrepancy within the bid document or any of the related material or desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing five (5) calendar days before the bid due date. The written request for information shall be by e-mail. E-mails request for information shall be addressed to micah@wildfishconservancy.org. Oral explanations or instructions given before

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LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)

the award of a Contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

Contract documents (Contract Form, Specifications, Bid Forms and Plans) for project bidding purposes can be obtained from the OWNER. Please contact Micah Wait at (206) 953-9305, or Micah Wait at micah@wildfishconservancy.org (email) to obtain electronic or hard copies of the Contract documents. After Contract award, the OWNER will supply Contractor with one set of plans and Contract documents for construction. Contractor shall make all other copies of Contract documents needed for completion of Contractor's work.

1-02.4 Examination of Plans, Specifications and Site of Work

1-02.4(1) General

All prospective bidders must attend a mandatory site visit prior to bid opening. All plan holders will be notified of the day, time and place of the visit. If the date and/or location changes prior to the site visit, then all prospective bidders will be notified of the corrected day, time and place of the visit. Bids will not be accepted from any representatives not present at the mandatory site visit. The site visit has been scheduled for June 24th, 2026 from 10:00am to 12:00pm. Bidders shall meet at Wild Fish Conservancy offices at 15629 Main St. Duvall, WA 98019 at 10:00am. For directions, please contact Wild Fish Conservancy at (425) 788-1167 or micah@wildfishconservancy.org.

1-02.6 Preparation of Proposal

The Bidder shall list all Subcontractors expected to perform more than five percent (5%) of the Contracted work on the bid form. Failure of the Bidder to submit as part of the bid the NAMES of such Subcontractors or to name itself to perform such work shall render the Bidder's bid non-responsive and, therefore, void.

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all its Contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the Contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered non-responsive on that

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basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the Contract documents will apply.

1-02.9 Delivery of Proposal

1. Electronic proposals will be accepted via email to micah@wildfishconservancy.org in the form of a PDF file or files including scanned copies of the original signed non-collusion certificate and bid bond. Original signed copies must be produced prior to award of Contract.
2. Prior to the bid opening, the OWNER's representative will designate the official bid clock.
3. Any part of the bid proposal or bid modification not received prior to the time specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.
4. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the OWNER ten (10) working days prior to the scheduled bid opening.

1-02.12 Public Opening of Proposals

The Bid Opening will occur on **June 30th at 3pm**. After the Bid Opening, Bidders may obtain bid results through the OWNER at (425) 788-1167 or micah@wildfishconservancy.org.

1-02.13 Irregular Proposals

1. A proposal may be considered irregular and may be rejected if:

The solicitation includes alternate bid items and the proposal fails to include a unit price for every alternate bid item. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract

Contract award and execution will be contingent upon receipt of all required State and federal construction permits and approvals, and availability of funds. If final permit approval is not obtained for the aforementioned outstanding permits that are pending final approval at the time of the project advertisement, or if

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insufficient funds are available to award the bid, the OWNER may delay or terminate the award of the Contract.

The successful bidder will return to the OWNER a signed Contract, insurance certificate(s) (including Public Liability and Property Damage Insurance) and bonds or bond waiver within ten (10) days after receipt of Contract. If the apparent successful bidder fails to sign all Contractual documents or provide the bond and insurance as required or return the documents within ten (10) days after receipt of the Contract, the OWNER may terminate the award of the Contract.

SECTION 1-04 SCOPE OF WORK

1-04.4 Changes

If OWNER desires to order a change in the Work, it may request a written Change Order proposal from Contractor.

1. Due to the short and critical duration of this project, Contractor shall submit a Change Order proposal within 72 hours of the request from OWNER, or within such other period as mutually agreed.
2. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in Work.
3. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, OWNER may accept or reject the proposal, request further documentation, or negotiate acceptable terms with the Contractor.
4. Pending agreement on the terms of the Change Order, OWNER may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained OWNER'S approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
5. If OWNER and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or

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productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

6. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to the OWNER within 72 hours of the occurrence of the event given rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event given rise to the request. If the Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify the OWNER and begin to keep and maintain complete, accurate and specific daily records. Contractor shall give the OWNER access to any such records and, if requested, shall promptly furnish copies of such records to OWNER.

Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 72 hours before Contractor's written notice to the OWNER. The written notice shall set forth, at a minimum, a description of:

- a. The event giving rise to the request for an equitable adjustment in the Contract Sum,
 - b. The nature of the impacts to Contractor and Subcontractors, if any; and,
 - c. To the extent possible, the amount of the adjustment in Contract Sum requested.
7. Failure to properly give such written notice shall, to the extent OWNER'S interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 8. When the request for compensation relates to a delay or other change in Contract Time, Contractor shall demonstrate the impact on the critical path of the schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event:
 - a. Had specific impact on the critical path and, except in case of concurrent delay, was the sole cause of such impact; and
 - b. Could not have been avoided by re-sequencing of the Work or other reasonable alternatives.

SECTION 1-05 CONTROL OF WORK

1-05.15 Method of Serving Notices

All correspondence from the Contractor shall be directed to the OWNER. All correspondence from the Contractor constituting any notification, notice of

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protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the office of Wild Fish Conservancy. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.3 Forest Fire Prevention

The Contractor shall adhere to Washington State Industrial Fire Precaution Level (IFPL) requirements. Contractor shall keep up to date on current fire precaution levels and adhere to work hour restrictions, and partial to full work shut down restrictions.

http://www.dnr.wa.gov/Publications/rp_fire_ifpl2.pdf

1-07.5 Environmental Laws and Regulations

1-07.5(1) General

This specification describes requirements originating from the OWNER, Washington Department of Fish and Wildlife (WDFW), U.S. Fish & Wildlife Service (USFWS), U.S. Army Corps of Engineers (ACOE), and the Washington Department of Ecology (WADOE) whose collective responsibility in this case is to make sure aquatic resources and fish communities are adequately protected during construction projects.

Throughout the Work, the Contractor shall comply with all current rules of the resource agencies having jurisdiction over the affected areas. The Contractor shall be responsible to immediately report to the Engineer any deviation from the contract provisions pertaining to environmental compliance, including but not limited to spills, unauthorized fill in waters of the State including wetlands, water quality standards, noise, air quality, etc. No Work shall occur within the jurisdictional areas unless authorized in the Contract Provisions and associated environmental permits.

The Contractor is advised that many of the requirements for protection of fish life, water quality, etc., are shown on drawings, described in Section 2-01 and Division 8, and will be paid under the item "Erosion Control and Water Pollution Control." Some other agency requirements are reflected in specifications and/or drawings related to site clearing, excavation limits, re-vegetation, etc. It is the

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Contractor's responsibility to meet all conditions of the construction permits and approvals.

1-07.6 Permits and Licenses

The OWNER shall be responsible for obtaining all permits required for construction, excluding business licenses and permits required for the Contractor's business. The Contractor shall be given copies of all construction permits and approvals. The Contractor shall comply with all regulatory agency requirements and keep a copy of the construction permits on site at all times.

The OWNER shall provide, and the Contractor shall read, and keep a copy of, each of these permits and supporting documents on site during all workdays:

1. Hydraulic Project Approval (HPA)
2. ACOE verification letter
3. DAHP letter
4. ACOE Nationwide Permits, General Conditions, District Engineer's Decision, Further Information, and Definitions
5. WSDOT Right of Way permit
6. Traffic Control Plan
7. King County Flood Hazard Certification

1-07.8 High-Visibility Apparel

The Contractor shall require all personnel under their control (including service providers, Subcontractors, and lower tier subcontractors) that are on foot in the work zone and are exposed to vehicle traffic or construction equipment to wear the high-visibility apparel described in this Section. The Contractor shall ensure that a competent person as identified in the MUTCD selects the appropriate high-visibility apparel suitable for the jobsite conditions. High-visibility garments shall always be the outermost garments. High-visibility garments shall be in a condition compliant with the ANSI 107-2004 and shall be used in accordance with manufacturer recommendations.

1-07.9 Wages

This section is supplemented with the following:

- A. Federal Funds: This Contract is subject to the requirements of the Federal Davis-Bacon and Related Acts (DBRA) requiring that each Contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works, Contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the local or federal prevailing wages and fringe benefits (whichever is greater) paid on projects of a similar character. Wage and

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fringe benefit rates for Heavy and Highway Construction Projects for King County shall be paid.

State prevailing wage rates for King County can be found on the internet here:

Journeyman:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Apprentices:

<https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>

Federal prevailing wage rates can be found on the internet here:

<http://www.wdol.gov/dba.aspx>

1-07.16 Archaeological and Historical Objects

Archaeological investigations at the project site were conducted and no pre-contact cultural resources were identified during those investigations.

An IADP has been developed for this project and archeological consultants will be present to sample excavated materials during project construction.

If a previously unidentified cultural resource(s) or human remains are discovered during project implementation, or if an identified resource(s) is affected in an unanticipated way, the activity shall be stopped within the area of the find and a reasonable effort to secure and protect the resource(s) be made. The Contractor shall immediately notify the OWNER. If human remains or cultural items specified in the Native America Graves Protection and Repatriation Act (NAGRPA) are located, the Contractor shall work in areas outside of the find as not to disturb the area and allow the Owner's archaeological representative to implement the requirements of NAGPRA.

In the event the project is stopped for causes including, but not limited to, the uncovering of cultural remains, the Contractor shall cease work until given notice to proceed. The Owner will determine the area outside of the area of the archaeological find where work can continue until the requirement of the NAGPRA have been executed. No costs associated with demobilization and mobilization, as a result of a find, shall be charged to the project. Contract time will not be assessed nor adjusted during the time that work is stopped for the affected area unless work is also stopped for the entire project area for more than 2 working days.

In the event human skeletal remains are found, it must be reported to the King County Medical Examiner (ME) and local law enforcement (most likely the King County Sheriff's office) in the most expeditious manner possible. The remains should not be touched, moved, or further disturbed. The ME will assume

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jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the ME determines the remains are non-forensic, then they will report that finding to the DAHP who will then take jurisdiction over those remains and report them to the appropriate cemeteries and affected tribes. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

1-07.17 Utilities and Similar Facilities

The Contractor shall protect all private and public utilities from damage resulting from the Work. Among others, these utilities include: telephone, telegraph, and power lines; pipelines, sewer and water lines; railroad tracks and equipment; and highway lighting and signing systems, and intelligent transportation systems (ITS). All costs required to protect public and private utilities shall be at the Contractor's expense, except as provided otherwise in this Section.

RCW 19.122 relates to underground utilities. In accordance with this RCW, the Contractor shall call the One-Number Locator Service for field location of utilities. If no locator service is available for the area, notice shall be provided individually to those owners of utilities known to, or suspected of, having underground facilities within the area of the proposed excavation.

1-07.17(1) Utility Construction, Removal, or Relocation by the Contractor

If the Work requires removing or relocating a utility, the Contract will assign the task to the Contractor or the utility owner. When the task is assigned to the Contractor it shall be performed in accordance with the Plans and Special Provisions. New utility construction shall be performed according to the appropriate Contract requirements.

To ease or streamline the Work for its own convenience, the Contractor may desire to ask utility owners to move, remove, or alter their equipment in ways other than those listed in the Plans or Special Provisions. The Contractor shall make the arrangements and pay all costs that arise from work performed by the utility owner at the Contractor's request. Two weeks prior to implementing any such utility work, the Contractor shall submit plans and details to the Project Engineer for approval describing the scope and schedule of all work performed at the Contractor's request by the utility owner.

In some cases, the Plans or Special Provisions may not show all underground facilities. If the Work requires these to be moved or protected, the Engineer will assign the task to others or issue a written change order requiring the Contractor to do so as provided in Section 1-04.4.

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1-07.17(2) Utility Construction, Removal, or Relocation by Others

Any authorized agent of the OWNER or utility owners may enter the project area to repair, rearrange, alter, or connect their equipment. The Contractor shall cooperate with such effort and shall avoid creating delays or hindrances to those doing the work. As needed, the Contractor shall arrange to coordinate work schedules.

If the Contract provides notice that utility work (including furnishing, adjusting, relocating, replacing, or constructing utilities) will be performed by others during the prosecution of the Work, the Special Provisions will establish the utility owner's anticipated completion. The Contractor shall carry out the Work in a way that will minimize interference and delay for all forces involved. Any costs incurred prior to the utility owners anticipated completion (or if no completion is specified, within a reasonable period of time) that results from the coordination and prosecution of the Work regarding utility adjustment, relocation, replacement, or construction shall be at the Contractor's expense.

1-07.18 Public Liability and Property Damage Insurance

1. Public Liability and Property Damage Insurance is required to provide coverage for claims involving remediation, disposal or other handling of pollutants arising out of:
 - a) Contractor's operations related to this project.
 - b) Transportation of hazardous materials to or from any site related to this project, including, but not limited to, the project site and any other site, including those owned by the Contractor or for which the Contractor is responsible.
 - c) Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.

Such policy shall provide the following minimum coverage for Bodily Injury and Property Damage:

\$1,000,000 per occurrence

Prior to Contract execution, the Contractor shall file with the OWNER, ACORD Form Certificates of Insurance evidencing the minimum insurance coverage required under these specifications.

SECTION 1-08 PROSECUTION AND PROGRESS

1-08.5 Times for Completion

The Contractor shall accomplish all in-water work by September 1, 2026, as required under the terms and conditions of the HPA, or liquidated damages will

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apply. In-water construction includes any work occurring within the wetted stream channel, or within the banks of Cherry Creek that is likely to be inundated during construction. Completion of in-waterwork also includes, but is not limited to the construction and disassembly of temporary flow diversion measures to isolate work areas from creek flow, diversion of stream flow from the existing creek channel or constructed flow by-pass channels, completion of all ELJ and log cluster structures construction and related earthwork, and removal of all temporary facilities from the creek.

Work outside of the active stream channel may continue past the September 1, 2026 work window as determined by the Engineer, the Owner, and the Area Habitat Biologist including all work outside of the wetted width of the river. All work shall be deemed substantially complete by October 14, 2026. Physical completion of all work, which includes all remaining work outside of the active channel and demobilization, shall be accomplished by October 21, 2026.

1-08.9 Liquidated Damages

The OWNER and the Contractor recognize that time is of the essence and that the project will incur additional costs if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. The OWNER and the Contractor also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the additional project cost if the Work is not completed within the time allowed in the Contract. Accordingly, the OWNER and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner \$1,000 for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

The Contractor further agrees that, from the compensation otherwise to be paid, the OWNER may charge actual costs to the Contract for any time over the agreed to completion date where work remains uncompleted, which sum is agreed upon as the liquidated damages which the OWNER will sustain in case of the failure of the Contractor to complete the work in the time stipulated and this sum is not to be construed as in any sense a penalty.

Liquidated damages shall also include but not limited to:

1. Any fines by Permitting Agencies for work not being completed within the time frame stipulation in the permit.
2. Any costs imposed by the local authorities due to the work not being completed on time.
3. Additional special inspections that might be required.

SECTION 1-09 MOBILIZATION

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor which occur before 10 percent of the total

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original Contract amount is earned from other Contract items. Items which are not to be included in the item of Mobilization include but are not limited to:

1. Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
2. Profit, interest on borrowed money, overhead, or management costs.
3. Any costs of mobilizing equipment for force account Work.

Based on the lump sum Contract price for "Mobilization", partial payments will be made as follows:

1. When 5 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 100 percent of the amount Bid for mobilization, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment of any amount Bid for mobilization in excess of 10 percent of the total original Contract amount will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

SECTION 1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 Description

Temporary traffic control refers to the control of all types of traffic, including vehicles, bicyclists, and pedestrians (including pedestrians with disabilities). The Contractor, utilizing contractor labor and contractor-provided equipment and materials (except when such labor, equipment, or materials are to be provided by the OWNER as specifically identified herein), shall plan, manage, supervise, and perform all temporary traffic control activities needed to support the Work of the Contract. The Contractor shall provide flaggers, spotters, and all other personnel required for labor for traffic control activities as required by the Right of Entry permit and described in the Traffic Control Plan and not otherwise specified as being furnished by the OWNER. The Contractor shall perform all procedures necessary to support the Contract Work. The Contractor shall provide signs and other traffic control devices not otherwise specified as being furnished by the OWNER, as required. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations. The traffic control resources and activities described shall be used for the safety of the public, of the Contractor's employees, and of the

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OWNER's personnel and to facilitate the movement of the traveling public. Traffic control resources and activities may be used for the separation or merging of public and construction traffic when such use is in accordance with the approved traffic control plan. Upon failure of the Contractor to immediately provide flaggers; erect, maintain, and remove signs; or provide, erect, maintain, and remove other traffic control devices when ordered to do so by the Engineer, the OWNER may, without further notice to the Contractor or the Surety, perform any of the above and deduct all of the costs from the Contractor's payments. Wherever possible when performing Contract Work, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress from the Work area shall be accomplished with as little disruption to traffic as possible.

1-10.2 Traffic Control Management

1-10.2(1) General

It is the Contractor's responsibility to plan, conduct, and safely perform the Work. The Contractor shall manage temporary traffic control with his or her own staff.

1-10.2(1)A Traffic Control Management

The responsibilities of the Contractor's traffic control management personnel shall include:

1. Discussing proposed traffic control measures and coordinating implementation of the Contractor-adopted traffic control plan(s) with the Engineer.
2. Coordinating all traffic control operations, including those of Subcontractors and suppliers, with each other and with any adjacent construction or maintenance operations.
3. Coordinating the project's activities (such as road closures, and lane closures) with appropriate police, fire control agencies, city or county engineering, medical emergency agencies, school districts, and transit companies.
4. Overseeing all requirements of the Contract that contribute to the convenience, safety, and orderly movement of vehicular and pedestrian traffic.
5. Being present on-site a sufficient amount of time to adequately satisfy the above-listed responsibilities.
6. Making minor revisions to the traffic control plan to accommodate site conditions provided that the original intent of the traffic control plan is maintained and the revision has the concurrence of both the Contractor and the Engineer.
7. Ensuring that all needed traffic control devices and equipment are available and in good working condition prior to the need to install or utilize them.

Failure to carry out any of the above-listed responsibilities shall be a failure to comply with the Contract and may result in a suspension of Work.

1-10.2(2) Traffic Control Plans

All construction signs, flaggers, spotters and other traffic control devices are shown on the traffic control plan(s) approved by WSDOT. A copy of the traffic control plan will be provided to the Contractor by the OWNER.

The Contractor shall be solely responsible for submitting any proposed traffic control plan modification, obtaining the Engineer's approval and providing copies of the approved Traffic Control Plans to the Traffic Control Supervisor.

1. **1-10.2(3) Conformance to Established Standards** Staging of construction materials and parking of equipment and vehicles shall be accomplished in a manner that does not impede the flow of traffic on SR-203.
2. Signage shall be posted on SR-203 during construction as required under the Right-of-Entry permit to warn traffic when trucks may be entering the highway.
3. If sediment is tracked off site, public roads are to be cleaned thoroughly at the end of each day by shoveling or sweeping.
4. When applicable, a wheel wash should be used and the wash water should be treated separately on site.
5. Spoils shall be stockpiled and allowed to drain and water to filter into soil on-site in dry, level, grassy area before loading into trucks and hauling onto public roads.
6. Removed spoils shall be hauled away and disposed of in an approved disposal facility.
7. Methods for controlling pollutants that can be considered hazardous materials, such as hydrocarbons and pH-modifying substances, must be described in the contractor's Spill Prevention Control and Countermeasures (SPCC) plan. The SPCC plan must be prepared to meet Standard Specification 8-01.1 and Ecology's Standards as described in WSDOT SPCC Plan Preparation Instructions and Spill Plan Reviewers Protocols located at:
<http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm>.
8. If ground water is encountered in an excavation, water shall be discharged to an approved on-site infiltration area to be designated by the Engineer.

The SPCC plan is kept on site or within reasonable access to the site.

1-10.3 Traffic Control Labor, Procedures, and Devices

1-10.3(1) Traffic Control Labor

The Contractor shall furnish all personnel for flagging, spotting, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Vests and other high-visibility apparel shall be in conformance with Section 1-07.8. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the OWNER upon request. Flagging stations shall be shown on Traffic Control Plans at locations where construction operations require stopping or diverting public traffic. Flagging stations shall be staffed only when flagging is required. This staffing may be continuous or intermittent, depending on the nature of the construction activity. Whenever a flagger is not required to stop or divert traffic, the flagger shall move away from the flagging station to a safer location. During hours of darkness, flagging stations shall be illuminated in a manner that ensures that flaggers can easily be seen but that does not cause glare to the traveling public. Flagger station illumination shall meet the requirements of the MUTCD and these Specifications. The Contractor shall provide portable lighting equipment capable of sufficiently illuminating a flagger and their station without creating glare for oncoming motorists, yet will meet the mobility requirements of the operation. The lighting stations shall be located on the same side of the roadway as the flagger and aimed either parallel or perpendicular to the traveled lanes to minimize glare. The lighting devices shall be located 5 to 10 feet from the edge of the travel lane with a mounting height of 15 to 25 feet above the ground. The flagger should be visible and discernable as a flagger from a distance of 1,000 feet.

1-10.3(1)B Other Traffic Control Labor

In addition to flagging or spotting duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor to install, maintain and remove any traffic control devices shown on Traffic Control Plan.

1-10.3(3)A Construction Signs

All construction signs required by approved traffic control plans, as well as any other appropriate signs directed by the Engineer shall be furnished by the Contractor. The Contractor shall provide the posts or supports and erect and maintain the signs in a clean, neat, and presentable condition until the need for them has ended. Post mounted signs shall be installed as shown in the *Standard Plans*. When the need for construction signs has ended, the Contractor, upon approval of the Engineer, shall remove all signs, posts, and supports from the project and they shall remain the property of the Contractor. No passing zones on the existing Roadway that are marked with paint

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striping and which striping is to be obliterated by construction operations shall be replaced by "Do Not Pass" and "Pass With Care" signs. The Contractor shall provide and install the posts and signs. The signs shall be maintained by the Contractor until they are removed or until the Contract is Physically Completed. The Contractor shall follow the manufacturer's recommendations for sign ballasting. Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer deems to be unacceptable while their use is required on the project shall be replaced by the Contractor.

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

When the Bid Proposal contains the item "Temporary Traffic Control", there will be no measurement of unit items for Work defined by Section 1-10 No specific unit of measurement will apply to the lump sum item of "Traffic Control".

SECTION 1-11 SAFETY PRECAUTIONS (NEW)

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.
2. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the work and other persons who may be affected by the work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with chapter 296-800 WAC and all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify Owners of adjacent property and utilities when prosecution of the work may affect them.
3. Contractor shall maintain an accurate record of exposure data on all incidents relating to the work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. Contractor shall immediately report any such incident to the OWNER and appropriate jurisdictions. The OWNER shall, at all times, have a right of access to all records of exposure.
4. All work shall be performed with due regard for the safety of the public. Contractor shall perform the work to minimize the interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses

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involved in the maintenance of traffic by way of detours shall be borne by Contractor.

5. In an emergency affecting the safety of life or the work or adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if authorized or instructed.
6. Nothing provided in this section shall be construed as imposing any duty upon the OWNER with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions relation to employees or agents of the Contractor or any of its Subcontractors, or the public.

SECTION 1-12 TEMPORARY UTILITIES

Contractor shall supply and maintain all necessary and temporary electrical services and required water as needed for construction of this project. The Contractor will haul any water required on site from a safe and legal source. No water, at any time, may be drawn from the river or from Cherry Creek.

Related Documents:

- A. Advertisement for Bids
- B. Plans
- C. Applicable Permits

Bonds and Insurance Required:

- D. Contract Bond (Performance Bond). Alternatively, commitment to 10% retainage.
- E. Public Liability and Property Damage Insurance (as described in WSDOT Standards 1-07.18).

DIVISION 2 – EARTHWORK

2-01 CLEARING, GRUBBING, AND CLEANUP

2-01.1 Description

The Contractor shall clear, grub, and clean up those areas staked or designated to be cleared under the in the Plans or as described in the Special Provisions. This Work includes protecting from harm all trees, bushes, shrubs, or other objects selected to remain.

“Clearing” means removing and disposing of all unwanted material from the surface, such as trees, brush, down timber, or other natural material.

“Grubbing” means removing and disposing of all unwanted vegetative matter from underground, such as sod, stumps, roots, buried logs, or other debris.

“Roadside cleanup”, whether inside or outside the staked area, means Work done to give the roadside an attractive, finished appearance.

“Debris” means all unusable natural material produced by clearing, grubbing, or roadside cleanup.

2-01.2 Disposal of Unusable Material and Debris

The Contractor shall meet all requirements of state, county, and municipal regulations regarding health, safety, and public welfare in the disposal of all unusable material and debris. The Contractor shall dispose of all debris by the disposal method described below.

2-01.2(2) Disposal Method No. 2 – Waste Site

Excavated sod, invasive plants, and screened material that are not suitable for re-use on site shall be hauled to a waste site obtained and provided by the Contractor. The estimated area to be cleared and grubbed is 43,800 SF. The estimated material to be removed is 1,500 CY.

2-01.3 Construction Requirements

2-01.3(1) Clearing

The Contractor shall:

1. Fell trees only within the area to be cleared.
2. Not disturb or damage existing plant material designated for preservation. The Contractor shall contact the Engineer prior to continuing clearing activities if there is any conflict between the Plans and field conditions, or if any trees designated for preservation need to be removed or altered to allow construction to continue. The Contractor shall carefully remove existing trees designated for salvage and reuse during clearing and grubbing activities. Trees designated for salvage shall be removed with rootwads and branches intact unless noted otherwise by the Engineer, and said trees shall not be cut

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or altered during removal activities. All costs of protecting from damage those plants designated to be preserved and salvaged shall be incidental to the bid item "Clearing and Grubbing."

3. Remove all plants within the areas to be excavated or filled that are not designated for preservation or salvage. Prior to clearing operations, the Contractor shall flag all trees equal to or over 30 feet high, or greater than four-inch diameter at breast height (measured approximately 3 to 4 feet above ground line) within the area to be cleared. The Contractor shall notify the Engineer after flagging is completed and arrange a meeting prior to the removal of any existing trees on the project. At this meeting the Contractor and Engineer shall inspect the flagged trees. The Engineer shall determine if the flagged tree is to be salvaged or preserved, and whether the salvaged tree is to be removed with the rootwad intact. The Engineer shall also make any other changes such as adjusting grades or alignments of structures, channels, excavation limits, or access roads to preserve specific trees. If the Contractor removes or damages any existing plant or plants designated for preservation because of any act, omission, neglect, or misconduct in the execution of the work, such plant(s) shall be restored or replaced by the Contractor at their expense to a condition similar or equal to that existing before such damage or removal. All replacements shall be inspected and approved of by the Engineer prior to planting. Planting procedures will be subject to approval by the Engineer. All replacements shall be guaranteed to survive in a healthy condition for up to 5 years.
4. Protect, by fencing if necessary, all trees or native growth from any damage caused by construction operations, including tops, trunks, and roots of existing trees that are to be preserved; i.e., remain on the project site. Existing trees subject to potential damage during construction shall be boxed, fenced, or otherwise protected before any work is started. Heavy equipment or stockpiles shall not be allowed within the branch canopy unless otherwise directed in writing by the Engineer. The Contractor shall verify with the Engineer before removing interfering branches and shall remove all verified interfering branches without injury to the tree trunks and cover cuts with tree paint. Any grading or other earthwork shown to occur on the Plans in the vicinity of trees that are to be preserved shall not occur within the drip line of the tree canopy in order to protect the tree's root system.
5. Use selective clearing methods to clear and grub areas where invasive species, noxious weeds, or other unwanted vegetation exists, or where clearing is required to occur near vegetation to be preserved or salvaged. Selective clearing methods consist of lightweight hand or hand-held equipment to prevent damage to roots of existing vegetation, compaction of the soil, or spreading of seeded or pollen from invasive species.
6. All invasive species shall be hauled off site to an approved disposal site.

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7. Stockpile separately all salvaged trees. The Contractor shall supply the Engineer with an inventory and description of salvaged trees including length, diameter and rootwad presence.

2-01.3(2) Grubbing

The Contractor shall:

1. Grub deep enough to remove all stumps, large roots, buried logs, and other vegetative material.
2. Grub all areas:
 - a. To be excavated, including areas staked for slope treatment.
 - b. Upon which embankments will be placed.

A Contract may include grubbing without mentioning clearing or roadside cleanup. In that case, the Contractor shall remove and dispose of all upturned stumps and roots of windfalls that lie within the cleared area of the Right of Way, even though they are outside the area staked for grubbing. Such Work shall be incidental to other Work covered by the Contract.

2-01.4 Measurement

When clearing and grubbing is paid per acre, the following areas will be excluded from measurement:

1. Any area that requires no Work.
2. Any gap that requires no Work, provided the gap is at least 50 feet long when measured parallel to the center line and contains at least 2,500 square feet. Isolated areas of less than 2,500 square feet that require Work lying between areas excluded from measurement will be counted as having 2,500 square feet. If these isolated areas occur intermittently, the final measurement shall not exceed the total area containing the several isolated areas when measured as continuous. Clearing and grubbing may be combined in the Proposal. If the Proposal calls for such combined Work to be measured "per acre", the measurement methods described above will apply. If the Proposal designates such combined Work as "lump sum", the OWNER will not base payment on any unit of measurement. The total surface area for clearing is approximately 43,800 SF.

2-01.5 Payment

Payment will be made for the following Bid items when they are included in the Proposal:

"Clearing and Grubbing", per acre. The unit Contract price per acre for "Clearing and Grubbing" shall be full pay for all Work described in this section.

2-03 LEVEE IMPROVEMENT – HAUL & PLACEMENT

2-03.1 Description

The Work described in this Section, regardless of the nature or type of the materials encountered, includes stripping the area to be worked and stockpiling the stripped materials just beyond the extent of proposed levee work. After stripping, haul and place approximately 14,900 CY of approved earth fill material along approximately 3,000 LF (contiguous) of Levee. The earth fill material may need to be stockpiled and conditioned to achieve acceptable moisture content (+/- 3% of optimum) with approval by the Engineer prior to placement and compaction. All Work described here must reasonably conform to the alignment, grade, and cross-sections shown in the Plans or established by the Engineer. If budget allows, the equivalent volume of clean earth fill may be imported proportionate to the volume of unsuitable material that is exported out of the floodplain from the creek restoration work. A 2,000 LF portion of the levee requires a drainage filter to be installed before the earth fill is placed. That drainage filter can also temporarily serve as a haul route.

After earthwork is complete, the stockpile of stripped material shall be used to top dress the levee if free of clumps, rocks, and debris. The entire surface of the levee shall be cat-tracked up and down the slope in preparation for seeding.

2-03.1(B) Surveying and Staking

The Project Owner shall establish at least three (3) survey hubs east of Highway 203 near the levee. Contractor shall have survey equipment available during construction for the purpose of staking excavation limits; and checking excavation depths, and embankment elevations and side slopes. Elevations shall be referenced to WSDOT monument No. 2431 (SR 203), located on the southwesterly corner of Bridge # 203-32 along SR 203, on top of the bridge rail. Survey hubs shall be installed so as not to create a "tripping hazard" for livestock or interfere with livestock grazing. The Contractor shall be responsible for staking elevations, limits and locations for levee embankments as shown in the Plans and for the preservation of all primary, temporary and other control coordinate stakes. The Contractor shall be responsible for maintaining and resetting all alignment stakes, slope stakes and grades necessary for the construction of this project.

2-03.3(3) Excavation Below Subgrade

Sub excavation – At any time, the Engineer may order excavation below Subgrade to remove soft and material not able to be compacted. The replacement material shall be free-draining and granular, or other materials as determined by the Engineer.

2-03.3(8) Wasting Material

If, against the Engineer's orders, the Contractor wastes material needed for the levee embankment it shall be replaced at no expense to the OWNER with material the Engineer approves.

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2-03.3(14) Earth Embankment Construction on Soft Base

On wet or swampy ground, the Contractor shall haul and spread embankment material by methods that will disturb the base as little as possible. If the Engineer approves, the Contractor may place the lower part of the fill by dumping and spreading successive loads to form a uniform layer just thick enough to support equipment used to place and compact upper layers.

Normally the Contractor shall not increase the planned depth of the embankment over a soft base merely to permit the use of heavier equipment.

But if the Contractor proves that the planned depth will not support light hauling vehicles, the Engineer may approve a deeper fill. The Contractor shall not claim extra pay if these restrictions require the use of lighter equipment or different construction methods than originally planned for use on the soft base.

2-03.3(14)B Earth Embankment Construction

The Levee embankments shall be composed of mineral soils, salvaged from the stream channel excavation, that is free of noxious weeds, organic material, wood, large rocks, and other debris. The Contractor shall place the salvaged fill material in horizontal layers of uniform thickness of 8 inches prior to compaction. These layers shall run full width from the existing inboard slope to the expanded outboard slope of the embankment. Slopes shall be compacted to the required density as part of embankment compaction.

When the surface of an embankment intersects the existing levee, the surface shall be sloped away at a slope not to exceed 20:1.

During grading operations, the Contractor shall shape the surface of the excavation and embankment to uniform cross-sections and eliminate all ruts and low places that could hold water.

2-03.3(14)C Compacting Earth Embankments

Each layer of the embankment shall be compacted to 90 percent of the maximum density as determined by the compaction control tests described in Section 2-03.3(14)D. Horizontal layers shall not exceed 8 inches in depth before compaction. The Contractor shall use compacting equipment approved by the Engineer.

Lifts of levee embankments shall be compacted using a sheepsfoot or tamping roller, with the lift height determined by the amount of protrusion of the sheepsfoot roller or tamping roller (lift height no more than 2x height of sheepsfoot or tamping pads). The surface of each lift shall be scarified before placement of the next lift. In the event of impending rain, a smooth roller shall be used to help the soil surface shed rain. Unless otherwise directed by the Engineer, the surface shall be compacted with a sheepsfoot or tamping roller and scarified after any saturated materials have been removed prior to placing the next lift.

Any part of the levee embankment inaccessible to large compacting equipment shall be compacted with small mechanical or vibratory compactors. Within the limits described below, the Contractor shall adjust moisture content during compaction to produce a firm, stable embankment. The Contractor shall not begin compaction until the moisture

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content is so adjusted. If the material contains too little moisture to compact properly, the Engineer may order the Contractor to water the material in specific amounts. In this case, the OWNER will pay the unit Contract price for water (Section 2-07).

The Engineer may permit the Contractor to place materials having a higher moisture content than specified in this Section if:

1. The material consists of free-draining rock, gravel, or sand that produces a firm, stable embankment; and
2. The excess moisture will not impair the embankment.

However, the Engineer may at any time require the Contractor to return to normal moisture-content Specifications.

The OWNER will consider all costs of drying embankment material to be incidental to other Work.

If weather prevents drying excavation or borrow materials to the required moisture content, the Engineer may order the Contractor to alter normal procedures or equipment to prevent damage to the partial or complete embankment. In this case, the OWNER will not increase payment, but will pay the unit Contract prices for the pay items that apply.

The Contractor shall repair at no expense to the OWNER any partial or complete embankment that loses stability because of continued hauling across it. Evidence of lost stability shall include pumping or rutting. The Contractor shall also alter hauling equipment or procedures to prevent further damage.

If it appears that rain will soak an area that has been compacted or scarified, the Contractor shall temporarily seal it against the weather. Should the Contractor fail to do so, any additional moisture conditioning required to restore the area to its previous condition shall be done at no expense to the OWNER.

2-03.3(14)D Compaction and Moisture Control Tests

Maximum density and optimum moisture content shall be determined by one of the following methods:

1. Materials with less than 30 percent by weight retained on the No. 4 sieve shall be determined using FOP for AASHTO T 99 Method A.
2. Materials with 30 percent or more by weight retained on the No. 4 sieve and less than 30 percent retained on the $\frac{3}{4}$ -inch sieve shall be determined by WSDOT Test Method No. 606 or FOP for AASHTO T 180 Method D. The determination of which test procedure to use will be made solely by the OWNER
3. Materials with 30 percent or more retained on the $\frac{3}{4}$ -inch sieve shall be determined by WSDOT Test Method No. 606.

In place density will be determined using Test Methods WSDOT FOP for AASHTO T 310 and WSDOT SOP for T 615.

2-03.3(14)E Unsuitable Foundation Excavation

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When the Contract or the Engineer requires it, the Contractor shall excavate unstable natural ground before building any embankment over it. This unstable material may include peat, muck, swampland, buried logs and stumps, or other material not fit for an embankment base. The Contractor shall excavate such material to the boundaries set by the Engineer.

2-03.4 Measurement

Stripping quantities, excavation quantities, and fill quantities will be measured by the banked cubic yard. A survey of pre-project topography by Owner will be compared with site topography after stripping to establish the banked cubic yards of stripped material. A topographic survey of the levee after earth fill has been placed and compacted will be compared with the topography of the stripped topography to establish the banked cubic yards of placed earth fill, except that the tons of drainage aggregate will be subtracted using an estimated conversion of 1.6 tons per banked cubic yard. After stripped material has been placed on the levee and cat tracked, the finished topographic surface will be compared with the topographic surface of the earth fill to calculate the banked cubic yards of topdressing.

For unsuitable foundation excavation and common borrow items, the original ground will be compared with a survey of the excavation area taken after the Work is completed.

No allowance will be made for material that settles. The Contracting Agency will exclude from compaction measurement material that is wasted or placed under water and not compacted in layers as provided by Sections 2-03.3(14)A and 2-03.3(14)C. In cuts where excavation has been made below the planned Subgrade elevation and in fills where excavation has been made below original ground, in situ density will be checked in the cross-section of compacted backfill material. When material below grade in cuts or in original ground beneath fills is scarified and recompacted, embankment compaction will be checked within its compacted depth.

2-03.5 Payment

Payment for Levee Improvement – Haul & Placement shall be per banked cubic yard. The unit Contract price per BCY shall be full pay for all Work described in this section. Payment for excavation for unsuitable foundation shall be incidental to construction.

Four different bid items are included based on whether the earth fill came from on site or off site and whether the fill is placed before or after Station 19+00.

2-04 STREAM CHANNEL AND STREAMBANK EXCAVATION

2-04.1 Description

Stream Channel and Streambank Excavation consists of staking, excavating 19,400 CY of material, segregating, hauling off-site and stockpiling material in preparation for constructing the ELJ structures, constructing planting benches, spreading soil amendment, and levee supplementation as shown on the Plans.

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This work includes the stockpiling and re-use of riprap material that is encountered during excavation in the project reach. The Engineer shall approve the final extent of excavation for each of these components.

The Contractor shall establish and protect at least three (3) survey hubs within the vicinity of the restoration project area and shall have survey equipment available during construction for the purpose of staking excavation limits; and checking excavation depths. Elevations shall be referenced to WSDOT Monument No. 2431 (SR 203), located on the southwesterly corner of the Cherry Creek bridge, on top of the bridge rail. Survey hubs shall be installed so as not to create a "tripping hazard" for livestock or interfere with livestock grazing. Excavation and staking necessary to construct the levee and proposed restoration activities is specified in Section 2-04 of these Special Provisions.

The Contractor shall be responsible for staking elevations, limits and locations for restoration and levee features as shown in the Plans and for the preservation of all primary, temporary and other control coordinate stakes. The Engineer shall provide a cut sheet with staking locations and elevations. The Contractor shall be responsible for maintaining and resetting all alignment stakes, slope stakes and grades necessary for the construction of this project.

2-04.3 Construction Requirements

2-04.3(1) General Requirements

All excavation, trenching, and shoring shall be performed in strict compliance with WAC 296-155 as well as all other applicable local, OWNER, and Federal laws and regulations.

2-04.3(1)A Staking, Cross-Sectioning, and Inspecting

The Contractor shall not begin excavating until after the stakes have been set to locate areas designated for material removal. The staking in conjunction with surveyed cross-sections will be used to determine how much material is to be removed. The Engineer will occasionally inspect material taken from and material remaining in the excavation.

2-04.3(1)B Depth of Excavation

The Contractor shall excavate to the depth the Plans require, or to any revised depth ordered by the Engineer.

2-04.3(1)C Disposal of Excavated Material

The Engineer may direct the Contractor to dispose of excavated material in embankments, backfills, or remove it from the site. All costs for disposing of excavated material within the project limits shall be paid in accordance with Section 2-05.

Stockpiling – The Engineer may require the Contractor to selectively remove and stockpile any usable material. If the Contractor stockpiles excavated material for use as backfill, it shall be protected with plastic sheeting or by some other method from contamination and weather damage. If the material becomes too wet or contaminated in

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the stockpile, the Contractor shall dispose of and replace it with an equal amount of suitable material, all at no expense to the OWNER. All costs for storing, protecting, rehandling, and placing stockpiled material shall be included in the unit Contract price for excavation.

2-04.4 Measurement

Excavation quantities for stream channel and streambank excavation shall be measured per banked cubic yard.

2-04.5 Payment

Payment for Stream Channel and Streambank Excavation shall be per banked cubic yard. The unit Contract price per CY for "Stream Channel and Streambank Excavation" shall be full pay for all Work described in this section.

2-05 SOIL AMENDMENT - HAUL & PLACEMENT

2-05.1 Description

This Work consists of spreading and compaction of approximately 1525 CY of screened salvage material stockpiled from the stream channel excavation over an approximately 450' by 450' area of adjacent agricultural field as shown in the Plans.

Materials: Any alluvial soil, silty or sandy loam, or organic topsoil salvaged from the stream channel restoration site may be used in the soil amendment. Soil shall be screened and free of invasive or State listed noxious weed stems, leaves, and Blackberry or Knotweed roots.

Compaction: Compact in lifts not to exceed 6"- thick by tracking back and forth with a heavily loaded truck or crawler tractor or bulldozer.

2-05.2 Measurement

Haul and placement quantities shall be measured per banked cubic yard.

2-05.3 Payment

Payment for the soil amendment shall be per banked cubic yard.

2-06 HAUL UNUSABLE MATERIAL OFF SITE

2-06.1 Description

This Work consists of hauling all excavated material that will not be repurposed for levee improvements, soil amendment or backfill for the ELJ construction which is approximately 1,500 CY. Material deemed as unsuitable for on-site use will be designated as so by the Engineer.

2-06.3 Construction Requirements

The Contractor shall haul all material deemed as unsuitable to an approved off-site facility.

2-06.4 Measurement

Material will be measured by the TON.

2-06.5 Payment

Payment will be made per TON based on verified ticket receipts from the receiving facility.

2-08 WATERING

2-08.1 Description

This Work consists of furnishing, hauling, and applying water for compacting embankments, constructing Subgrade, placing of crushed surfacing, dust control, and as the Engineer requires.

2-08.3 Construction Requirements

The Contractor shall apply water by means of tank trucks equipped with spray bars. Spray controls must deliver water evenly and in quantities specified by the Engineer. The Engineer may direct that the Contractor apply water at night or early in the morning to reduce evaporation losses.

2-08.4 Measurement

Water will be measured by the gallon using tanks or tank trucks of known capacity or by meters approved by the Engineer. The Contractor shall supply and install any meters at no expense to the OWNER.

2-08.5 Payment

Payment will be made per M gal.

The unit Contract price per M gallon for "Water" shall be full pay for all labor, materials, tools, and equipment necessary to furnish, haul, and apply the water.

When the Contract does not include water as a pay item, providing and applying the water shall be incidental to construction. All costs shall be included in the other Contract pay items.

DIVISION 4 – ROAD BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description

This Work consists of constructing one or more courses of crushed stone upon a prepared Subgrade in accordance with these Specifications in conformity with the lines, grades, depth, and typical cross-sections shown in the Plans or as established by the Engineer.

Surfacing materials may also be specified to be placed in stockpiles for future use.

4-04.2 Materials

The road driving surface shall be composed of a 6" layer of 1-1/4" minus crushed rock.

4-04.3 Construction Requirements

4-04.3(3) Geotextile

Geotextile shall be placed after subgrade is prepared and before placing and spreading the surfacing. Equipment shall not drive directly on the geotextile. Surfacing shall be spread over the geotextile while operating on previously placed surfacing.

4-04.3(4) Placing and Spreading

Each layer of surfacing material shall be spread by equipment that is approved by the Engineer. Equipment that causes segregation of the surfacing material during the spreading operation will not be allowed. Similar types of spreading equipment shall be used throughout the limits of each separate spreading operation. Spreading on small areas of less than 2,000 square yards or on areas irregular in shape, may be accomplished by other means as approved by the Engineer. The following nominal depth of compacted material shall not be exceeded in any one course without the approval of the Engineer: Ballast 0.50 foot, CSBC 0.75 foot, and CSTC 0.35 foot.

4-04.3(5) Shaping and Compaction

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The Contractor shall have survey equipment available on site to ensure that the road alignment and surface elevations are consistent with drawing specifications. All elevations and alignments shall be verified and approved by the Engineer. Elevations shall be tied into WSDOT monument No. 2431 (SR 203), located on the southwesterly corner of the Cherry Creek bridge, on top of the bridge rail.

Immediately following spreading and final shaping, each layer of surfacing shall be compacted to at least 95 percent of maximum density determined by the requirements of Section 2-03.3(14)D before the next succeeding layer of surfacing is placed. The determination of field in-place density shall be made by the Nuclear gauge. When the thickness of surfacing is less than 0.25 foot, density testing will not be required and the Engineer will determine the number of coverages required for the particular compaction equipment available. Vibratory compactors and rollers shall obtain the specified density for each layer. A mist spray of water shall be applied as needed to replace moisture lost by evaporation. The completed layer shall have a smooth, tight, uniform surface true to the line, grade, and cross-section shown in the Plans, or as staked.

4-04.3(7) Miscellaneous Requirements

The surface of each layer of surfacing material shall be maintained true to line, grade, and cross-section by grading, watering, and rolling until placing the next succeeding course. The first course of surfacing material shall be placed on all available Subgrade before placing the succeeding course unless otherwise authorized by the Engineer. Unless otherwise approved, there shall be a distance of not less than one station between the construction of any two courses of surfacing or ballast. Should irregularities develop in any surface during or after compaction, they shall be remedied by loosening the surface and correcting the defects after which the entire area including the surrounding surface shall be thoroughly recompact. Any additional materials necessary to make the repairs shall be furnished by the Contractor at the unit Contract price.

4-04.3(8) Weather Limitations

When, in the opinion of the Engineer, the weather is such that satisfactory results cannot be obtained, the Contractor shall suspend operations until the weather is favorable. No surfacing materials shall be placed in snow or on a soft, muddy, or frozen Subgrade.

4-04.3(9) Hauling

Hauling equipment shall be routed over the Roadway in a manner to be most effective in the compacting of the surfacing. Hauling over any of the surfacing in the process of construction will not be permitted when, in the opinion of the Engineer, the effect will be detrimental. All loads shall be of uniform capacity unless deviation is expressly authorized by the Engineer.

4-04.3(10) Hours of Work

The Contractor shall arrange surfacing operations so that the placing of materials will be accomplished during daylight hours. However, when necessary to complete the project within the time specified, or to avoid peak periods of public traffic, Work may be

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undertaken during the hours of darkness, provided the Contractor furnishes and operates adequate lighting. Inability to demonstrate reliable and satisfactory results will be reason to order termination of night operations, and the Contractor shall procure additional equipment and personnel necessary to satisfactorily complete the Work as specified while operating during daylight hours only.

4-04.3(11) Temporary Haul Roads

Temporary haul roads shall be constructed of geosynthetic fabric overlain by CSBC. The rock and fabric shall be removed after the temporary haul road is no longer needed. In preparation for replanting, the ground surface shall be scarified based on the assumption that the ground could have become compacted.

4-04.4 Construction Geosynthetic

4-04.4(1) Description

The Contractor shall furnish and place construction geosynthetic in accordance with the details shown in the Plans, specifications, and this document.

4-04.4(2) Materials

The road surface shall be underlain by 12.5 or 15-ft wide 200-lb puncture test woven synthetic geotextile fabric. For drainage filters, the geotextile shall be non-woven.

Geosynthetic roll identification, storage, and handling shall be in conformance to ASTM D 4873. During periods of shipment and storage, the geosynthetic shall be stored off the ground. The geosynthetic shall be covered at all times during shipment and storage such that it is fully protected from ultraviolet radiation including sunlight, site construction damage, precipitation, chemicals that are strong acids or strong bases, flames including welding sparks, temperatures in excess of 160°F, and any other environmental condition that may damage the physical property values of the geosynthetic.

4-04.4(3) Construction Requirements

The area to be covered by the geosynthetic shall be graded to a smooth, uniform condition free from ruts, potholes, and protruding objects such as rocks or sticks. The geosynthetic shall be spread immediately ahead of the covering operation. The geosynthetic shall not be left exposed to sunlight during installation for a total of more than 14 calendar days. The geosynthetic shall be laid smooth without excessive wrinkles. Under no circumstances shall the geosynthetic be dragged through mud or over sharp objects which could damage the geosynthetic. The cover material shall be placed on the geosynthetic such that the minimum initial lift thickness required will be between the equipment tires or tracks and the geosynthetic at all times. Construction vehicles shall be limited in size and weight, to reduce rutting in the initial lift above the geosynthetic, to not greater than 3 inches deep to prevent overstressing the geosynthetic. Turning of vehicles on the first lift above the geosynthetic will not be permitted.

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Soil piles or the manufacturer's recommended method, shall be used as needed to hold the geosynthetic in place until the specified cover material is placed.

Should the geosynthetic be torn, punctured, or the overlaps or sewn joints disturbed, as evidenced by visible geosynthetic damage, Subgrade pumping, intrusion, or Roadbed distortion, the backfill around the damaged or displaced area shall be removed and the damaged area repaired or replaced by the Contractor at no expense to the OWNER. The repair shall consist of a patch of the same type of geosynthetic placed over the damaged area. The patch shall overlap the existing geosynthetic from the edge of any part of the damaged area by the minimum required overlap for the application.

4-04.4(3)(a) Underground Drainage

The geotextile shall be placed in a manner which will ensure intimate contact between the soil and the geotextile (i.e., no voids, folds, or wrinkles).

The geotextile shall either be overlapped a minimum of 12 inches at all longitudinal and transverse joints, or the geotextile joints shall be sewn for medium survivability drainage applications. In those cases where the trench width is less than 12 inches, the minimum overlap shall be the trench width.

In moderate survivability geotextile underdrain applications, the minimum overlap shall be 12 inches, or the geotextile joints shall be sewn, except where the geotextile is used in area drains. An area drain is defined as a geotextile layer placed over or under a horizontal to moderately sloping layer of drainage aggregate. For area drains, the geotextile shall be overlapped a minimum of 2 feet at all longitudinal and transverse joints, or the geotextile joints shall be sewn together. The minimum initial lift thickness over the geotextile in the area drain shall be 12 inches.

In all cases, the upstream geotextile sheet shall overlap the next downstream sheet.

4-04.4(3)(b) Separation

The geotextile shall either be overlapped a minimum of 2 feet at all longitudinal and transverse joints, or the geotextile joints shall be sewn together. The initial lift thickness shall be 6 inches or more.

4-04.5 Measurement

Crushed surfacing base course, when mixed at a central plant, will be measured by the ton. The weight of water added at the plant will be deducted on a daily basis from the total tonnage of aggregates, including water, placed that day which were processed through the central plant and placed on the Roadway. The resultant tonnage of surfacing materials will be paid for at the unit Contract price. The weight of deducted water will be converted to gallons and will be paid for at the unit Contract price for water. Crushed surfacing base course, when mixed by the road mix method, will be measured by the ton or by the cubic yard. If measured by the cubic yard, measurement will be made in the hauling conveyance at the point of delivery on the Roadway. Crushed surfacing materials for placement in stockpile will be measured by the ton or cubic yard. If measured by the cubic yard, the volume will be determined by cross-sectioning the

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stockpile. Water used in placing and compacting surfacing materials on the Roadway will be measured in accordance with Section 2-08.

Roadway construction geotextile will be measured by the square yard for the ground surface area actually covered.

4-04.6 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“Crushed Surfacing” shall be paid per ton.

Payment will be made for each of the following Bid items that are included in the Proposal:

“Geosynthetic”, per square yard.

“Temporary Haul Road,” per lineal foot

DIVISION 6 – STRUCTURES

6-01 GENERAL REQUIREMENTS FOR STRUCTURES

6-01.3 Surveying and Staking

The Contractor shall survey and stake the location of ELJs, log cluster structures, and old bridge removal limits and verify location with Engineer prior to excavation or removal, and installment. The Contractor shall also survey and stake the limits of the new bridge including abutment and backwall/wingwall installations as approved by Engineer to perform the work as shown on the Plans. The Contractor shall also survey and stake the limits of the temporary bridge including abutment and backwall installations as approved by Engineer to perform the work as generally shown on the Plans.

6-20 PILES, ELJ AND LOG CLUSTER STRUCTURES

6-20.1 Description

This work consists of constructing pile, ELJ and log cluster structures at the prescribed locations and in conformity with the lines and dimensions shown on the Plans, or as established by the Engineer. Detailed drawings and layering plans for the structures are provided on the Plans. The Engineer, based on existing field conditions, may adjust the exact locations and configurations of the pile, and ELJ and log cluster structures.

Dewatering for the purpose of inspecting the piles, ELJ and log cluster structure foundations are not required. After fish exclusion measures have been implemented by the Owner, the Contractor may place the lower logs “in-the-wet” to minimize water management costs provided the work area is isolated from flows. If working below the water surface, the Contractor shall account for the buoyancy of the wood during placement to ensure the logs are placed in accordance with the layers shown in the Plans.

6-20.2 Materials

6-20.2(1) Owner Supplied Piles and LWD.

The Owner will supply piles and LWD required for ELJ and log cluster construction. The piles and LWD will be placed by the Owner in the staging areas near the downstream extent of the project area. The Contractor shall be responsible for moving the piles and LWD from the staging area to the final installation locations based on their designated category as identified on the Plans. The Contractor will be responsible for supplying Geotextile material. The ELJ structures (3) will require a total placement of 9,000 SF of geotextile fabric (ACF West Propex #2002 310-lb puncture test woven synthetic geotextile fabric or equivalent) shall be placed on top of the salvaged riprap backfill on the ends of the LWD members of the ELJ. The fabric shall underlie a minimum depth of

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screened 18" soil lift as shown in the Plans. An approximate total of 480 CY of soil (160 CY backfill for each structure) will be required. Approximately 975 CY of salvaged riprap (325 CY backfill for each structure) will be required. If there is a shortfall of riprap that can be salvaged then soil shall be used instead.

6-20.3 Construction Requirements

6-20.3(1) Excavation, Pile, ELJ, and Log Cluster Material Installations

The Contractor shall not commence construction of an LWD structure until:

1. The location of the pile or LWD is staked and approved by the Engineer,
2. All necessary temporary erosion and sediment controls are installed and properly maintained,
3. 100% of the structure excavation work area has been isolated from Cherry Creek flows and,
4. All access and water crossings are established.

Construction of ELJ (3) and log cluster (5) structures shall be per the Plans and these specifications. The Plans include installing pilings and LWD with and without rootwads orientated in a specific sequence of layers around the excavated areas adjacent to the streambanks. ELJ backfill material placement shall be performed for each layer as detailed in the Plans, or as otherwise directed by the Engineer to adjust for varying log diameters and shapes. For structures with vertically angled piles, the Contractor shall install the piles first. The Contractor shall place adjacent LWD in direct contact with other LWD logs or piles as shown and as directed by the Engineer. The landward side of the ELJ structure shall be backfilled by the Contractor first with salvaged riprap material (325 CY for each ELJ installation) from the grade control removal and the ELJ scour hole excavation. Material excavated to construct ELJs shall be stockpiled next to the installation sites where material will be sorted for salvaging riprap and screening soil. Next the Contractor shall install a geotextile fabric layer (3,000 SF for each installation) and then place screened excavated soil material (160 CY for each installation) at a minimum of 18" deep over the top of the riprap in layers. Each 6" layer shall be compacted with a vibratory compactor as directed by the Engineer before installing the next layer as shown on the Plans and as directed by the Engineer. Excess materials from the ELJ excavation sites not used for backfill, either riprap or soil, will be used for soil amendment or hauled off site to a receiving facility.

Stockpiling - The Engineer will direct where and when the Contractor shall excavate, stockpile, haul, and place the selected materials. Stockpiled material excavated from the ELJ installation sites and used for backfilling ELJs will not be included for payment as haul.

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6-20.3(2) Geosynthetic Materials

The backfill surface shall be underlain by 15-ft wide ACF West Propex #2002 310 200-lb puncture test woven synthetic geotextile fabric or equivalent,

Geosynthetic roll identification, storage, and handling shall be in conformance to ASTM D 4873. During periods of shipment and storage, the geosynthetic shall be stored off the ground. The geosynthetic shall be covered at all times during shipment and storage such that it is fully protected from ultraviolet radiation including sunlight, site construction damage, precipitation, chemicals that are strong acids or strong bases, flames including welding sparks, temperatures in excess of 160°F, and any other environmental condition that may damage the physical property values of the geosynthetic.

6-20.3(3) Geosynthetic Construction Requirements

The geosynthetic shall be spread immediately ahead of the covering operation. The geosynthetic shall not be left exposed to sunlight during installation for a total of more than 14 calendar days. The geosynthetic shall be laid smooth without excessive wrinkles. Under no circumstances shall the geosynthetic be dragged through mud or over sharp objects which could damage the geosynthetic. The cover material shall be placed on the geosynthetic such that the minimum initial lift thickness required will be between the hand-held vibratory compactor and the geosynthetic at all times. No construction vehicles shall be allowed over the geotextile or soil placements.

Soil piles or the manufacturer's recommended method, shall be used as needed to hold the geosynthetic in place until the specified cover material is placed.

Should the geosynthetic be torn, punctured, or the overlaps or sewn joints disturbed, as evidenced by visible geosynthetic damage, Subgrade pumping, intrusion, the backfill around the damaged or displaced area shall be removed and the damaged area repaired or replaced by the Contractor at no expense to the OWNER. The repair shall consist of a patch of the same type of geosynthetic placed over the damaged area. The patch shall overlap the existing geosynthetic from the edge of any part of the damaged area by the minimum required overlap for the application.

The geosynthetic shall be overlapped a minimum of 2 feet at all longitudinal and transverse joints, or the geosynthetic joints shall be sewn together. The minimum initial lift thickness over the geosynthetic layer shall be 6 inches. In all cases, the upstream geosynthetic sheet shall overlap the next downstream sheet.

6-20.4 Measurement

All work for constructing the ELJ and log cluster structures includes placing the piles, LWD, salvaged riprap backfill, geotextile and soil lifts. It also includes work to salvage riprap and screen soil. Work to construct the ELJ and log cluster structures will be measured as lump sums.

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6-20.5 Payment

"ELJ Structures", per lump sum.

"Log Clusters", per lump sum.

The unit Contract price for each pay item shall be full pay for all materials, labor, tools, equipment, and supplies necessary for the ELJ and log cluster structure installations as shown in the Plans, excluding LWD and piles supplied by the Owner.

6-21 BRIDGES

6-21.1 Description

The bridge work over Cherry Creek consists of installing a new 14'-wide by 70'-long steel bridge and removing a nearby existing failing concrete bridge. The new two-piece steel bridge is currently temporarily installed as a result of the old bridge being damaged during flooding in December, 2025. After removing the bridge from its current location, a rock-base area will be created at each end for placing prefabricated abutments. After lifting the bridge back into place, install backwalls/wingwalls and other bridge-securing appurtenances. The Contractor shall construct a crushed-rock approach ramp at each end. The bridge deck is covered with gravel. Pick weights (without gravel) and specifications for the bridge, abutments and backwalls/wingwalls will be made available.

The Contractor shall remove ~40 CY of the old 10'-wide by 70'-long concrete bridge, including old piles and sloughed off bridge debris within Cherry Creek. The Contractor shall haul the old bridge material offsite to an approved receiving facility.

The bridge work over Lateral A consists of designing and installing a temporary bridge with foundations to haul suitable bulk materials from the excavation area and offsite to stations >19+00 of the levee.

In addition, Contractor may use the bridge on WDFW property posted with a 10-ton weight limit to mobilize equipment, provided that if Contractor mobilizes equipment heavier than the posted limit, provisions are made to safely accommodate those loads. After crossing the 10-ton rated bridge, the Contractor will then cross the 50-ton rated bridge over Waterwheel Creek to get to the south abutment of the temporary bridge and/or stations >19+00 of the levee. The chosen Contractor will be given the name and number of the WDFW contact with whom the Contractor must coordinate when this route is used. Note that after August 31st, public use of WDFW property increases, which will reduce the opportunities for Contractor movement through the property.

6-21.2 Materials

6-21.2(1) Bridge, Abutments and Backwalls/Wingwalls Material

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The OWNER will supply the new assembled steel bridge, elastomeric pads, and other appurtenances to secure the bridge to the abutments. The Contractor shall supply the pre-cast bridge abutments and backwalls/wingwalls and rock-base materials for the approaches and bases made to specifications as shown in the Plans.

The Contractor will supply the deck, foundations, and appurtenances needed to construct the temporary bridge needed to accommodate the planned construction traffic loads. The Contractor will supply any materials needed to accommodate loads heavier than 10-tons across the 10-ton rated bridge.

6-21.3 Construction Requirements

6-21.3(1) Bridge Installation

The Contractor shall not commence installation of the new steel bridge until:

1. The location of the abutments, backwalls/wingwalls, approach ramps, crushed-rock bases, and bridge decking material limits are staked and approved by the Engineer,
2. All necessary temporary erosion and sediment controls are installed and properly maintained,
3. The abutments and backwalls, approach ramps, crushed-rock bases, and decking material as shown on the Plans and approved by the Engineer,
4. The bridge is moved into place to be set on the abutments.

6-21.3(2) Old Bridge Removal

All components of the old bridge, which includes old piles and sloughed off riprap, to be removed shall be verified by the Engineer and hauled offsite to an approved receiving facility.

6-21.3(3) Temporary Bridge Installation

The Contractor shall provide submittals to the Engineer for the temporary bridge and abutments based on the planned construction equipment and loads. Work on the temporary bridge may not commence until Engineer has accepted the submittals. The temporary bridge, footings, and appurtenances shall be removed after construction is complete. The slope of the banks of Lateral A shall then be restored and planted with grass.

Contractors may propose an alternative means of transporting bulk materials over Lateral A, such as a conveyor belt. Any such proposal shall include provisions to keep any and all transported material from entering Lateral A. Any alternative to the temporary bridge will be bid under the Temporary Crossing of Lateral A bid item.

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The Contractor shall provide a submittal to the Engineer to show how any proposed loads greater than 10 tons will safely cross the 10-ton rated bridge over Lateral A on WDFW property. This work may not commence until Engineer and WDFW have accepted the submittal. This work is incidental to the installation of the temporary bridge or other means of bulk material transport over Lateral A.

6-21.4 Measurement

The bridge installation includes all work required to place the abutments and backwalls/wingwalls, set the bridge, build the approach ramps, and gravel the bridge surface. Installation work includes manufacture and transport of the prefabricated abutments and backwall/wingwall components by the Contractor. The old bridge removal includes all work and disposal fees required to dismantle and haul all the bridge components off-site to an approved receiving facility.

Approximate amounts for the bridge installation over Cherry Creek are:

- 5 CY of pea gravel for the abutment and wingwall/backwall bases;
- 15 CY of crushed rock surface base course for the bridge approaches;
- 9 CY of clean 1-inch minus fish gravel for the bridge surface.

6-21.5 Payment

“Bridge Installation”, per lump sum.

“Old Bridge Removal”, per lump sum.

“Temporary Bridge”, per lump sum.

The per lump sum Contract price for each pay item shall be full pay for all materials, labor, tools, equipment, and supplies necessary for the bridge installation, old bridge removal, and temporary bridge placement as shown in the Plans.

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

This work consists of water pollution and erosion control in accordance with these Specifications and as shown in the Plans or as designated by the Engineer. The Work will include the preparation of a Spill Prevention, Control, and Countermeasure (SPCC) plan per the Washington State Department of Ecology, and Washington State Department of Transportation requirements. Preparation of the SPCC Plan shall be incidental to “Erosion Control and Water Pollution Control”. The SPCC Plan shall be submitted to the OWNER for approval prior to commencement of clearing and grading activities. The plan shall contain a description of the hazardous materials that will be used, including inventory, storage, handling procedures; a description of quick response containment supplies that will be available onsite (e.g., a silt fence, straw bales, and oil absorbing floating boom/absorbent pads). Personnel trained in spill prevention and control will be on site during all heavy equipment operations.

8-01.3 Construction Requirements

1. The Contractor shall establish staging areas in a location and manner that will preclude erosion into or contamination of the stream.
2. Sediment barriers should be placed prior to construction around sites where significant levels of erosion may enter the stream directly. Barriers should be maintained throughout construction.
3. The Contractor shall inspect heavy equipment at least on a daily basis for any leaks and repair as needed.
4. Overnight parking of heavy equipment shall be at least 50 feet from the stream edges and on land draining away from the watercourse.
5. The Contractor shall pick up small and large garbage items at the site at the end of each workday and at the conclusion of project construction.
6. Heavy equipment needs to be steam-cleaned before shipping to the project site.
7. Curtail project construction operation when soils are excessively wet (when cutting and other damage are occurring as determined by the OWNER or Engineer) unless a mat of slash of a least approximately 1-foot depth can be maintained to run equipment over.
8. Project operations must cease under high flow conditions that inundate the project area or as otherwise determined by the OWNER or Engineer, except for efforts to avoid or minimize resource damage.

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9. Equipment can move around within the approved Lower Cherry Creek Restoration Project (Phase II-III) areas of disturbance without being washed, but must be thoroughly washed before arriving at the project site and prior to leaving the project area to prevent the spread of weeds.
10. Restoration activities generating noise above ambient levels within 0.25 mile (1.0 mile for blasting and pile driving) of suitable bald eagle nesting habitat will not occur from April 1 to August 5. Any activities (except blasting) occurring within 0.25 mile of suitable bald eagle nesting habitat from August 6 to September 15 will only occur between two hours after sunrise and two hours before sunset. ESA listed avian species that may be present within project area according to IPaC include Marbled Murrelet, Streaked Horn Lark, and Yellow-billed Cuckoo.
11. 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.
12. 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.
13. Equipment used for this project may operate waterward of the ordinary high-water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high-water line unless working in a de-watered area.
14. All equipment used in or near any waterbody shall use only biodegradable hydraulic fluids and shall be free of external petroleum-based products. Environmentally acceptable lubricants include those composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols. Equipment outside of the existing OHW is not required to use biodegradable vegetable-based hydraulic fluids.
15. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tracks, tires, etc.) and undercarriage of equipment prior to working in or near the water. Equipment shall be checked at the beginning of each work shift for leaks, and any repairs shall be completed prior to commencing work activities. No equipment shall be stored overnight below the Ordinary High-Water Mark.

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16. All work operations shall be conducted in a manner that causes little or no siltation to adjacent waters. If work activity causes sediments to become suspended in the water, a temporary bypass or containment structure (example sandbags) to divert flow around the work area or sections of the work area shall be in place prior to initiation of other work in the wetted perimeters.
17. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
18. All trash and unauthorized fill, including concrete blocks or pieces, bricks, asphalt, metal, treated wood, glass, and plastic, below the Ordinary High - Water Line in and around the applicant's project area shall be removed and deposited above the limit of flood water in an approved upland disposal site.
19. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.
20. Dispose of dredged bed materials so materials will not reenter waters of the state.
21. Removal of the vegetation shall be limited to that necessary to gain access to complete work.
22. Alteration or disturbance of the shoreline and associated vegetation shall be limited to that necessary to perform the project. Within seven calendar days of the project completion, all disturbed areas shall be protected from erosion using jute mat, hog fuel, seed and straw, or other means as specified in the Special Provisions.
23. If high flow conditions that may cause siltation are encountered during this project (as determined by Engineer or OWNER), work shall stop until the flow subsides.
24. All existing large wood debris in the creek shall remain in the creek, undisturbed when possible. Any repositioned or relocated pieces of large wood debris shall be installed so that at least 1/3 of the piece(s) are in the low flow channel.
25. In the event of forecasted rain substantial enough to cause overland flow and associated erosion, the Contractor shall implement erosion control BMPs with Project Engineer approval. All spoils areas shall be covered with visqueen material or other suitable cover, and erosion BMPs including silt fencing or wattles may be required as directed by the Engineer. It is the Contractor's responsibility to install and maintain BMPs as necessary to prevent siltation and erosion.
26. Access roads and gates shall be restored by the Contractor to original conditions or better and will require Engineer's approval.

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8-01.3(1)A Submittals

A Temporary Erosion and Sediment Control (TESC) Plan is included in the Plans, the Contractor shall either adopt or modify the TESC Plan. The Contractor shall provide a schedule for TESC Plan implementation and incorporate it into the Contractor's progress schedule. The Contractor shall obtain the Engineer's approval of the TESC Plan and schedule before any Work begins.

Modified TESC Plans shall meet all requirements of the current edition of the WSDOT Highway Runoff Manual M 31-16. The TESC Plan shall cover all areas that may be affected inside and outside the limits of the project (including all Contracting Agency-provided sources, disposal sites, and haul roads, and all nearby land, streams, and other bodies of water).

The Contractor shall allow at least 5 working days for the Engineer to review any original or revised TESC Plan. Failure to approve all or part of any such Plan shall not make the Contracting Agency liable to the Contractor for any Work delays.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead shall be listed on the Emergency Contact List.

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing and maintaining all TESC and Best Management Practices (BMPs) will be included in the TESC Plan to assure continued performance of their intended function. Damaged or inadequate TESC-BMP's shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.

8-01.3(1)C Water Management

Contractor shall provide and maintain TESC's measures as required to protect Cherry Creek and the Snoqualmie River during construction and other site development activities. If turbidity or sediment from the work area is found to be affecting the Snoqualmie River, as determined by the Engineer or the OWNER, in a manner that constitutes a violation of any water quality requirements or permit conditions, the Contractor shall:

1. Stop work immediately to allow dissipation of turbidity or sediment until water quality returns to within the required parameters.
2. Conduct an inspection of all controls to identify any potential problems. Immediately repair and/or replace any controls found to not be effective.
3. Augment existing controls as necessary.

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4. Alter work methods and/or means as necessary to prevent any further occurrences of violations in water quality.
5. After performing all of the above actions, work activities may be continued provided water quality conditions are met.

Upon completion of the project, all material used in the temporary bypass shall be removed from the site and the site returned to pre-project or improved conditions.

8-01.3(2) Seeding, Fertilizing, and Mulching

All exposed soils, agricultural soil amendments, and embankments shall receive stabilization measures within seven days of construction completion.

8-01.3(2)A Preparation for Application

Seeding – Areas to be cultivated are shown in the Plans or specified in the Special Provisions. The areas shall be cultivated to the depths specified to provide a reasonably firm but friable seedbed. Cultivation shall take place no sooner than 2 weeks prior to seeding.

All areas to be hydroseeded, including filled slopes, embankments, and soil amendments, shall be compacted and prepared unless otherwise specified or ordered by the Engineer. A cleated roller, crawler tractor, or similar equipment, approved by the Engineer that forms longitudinal depressions at least 2 inches deep shall be used for compaction and preparation of the surface to be seeded.

The entire area shall be uniformly covered with longitudinal depressions formed perpendicular to the natural flow of water on the slope. The soil shall be conditioned with sufficient water so the longitudinal depressions remain in the soil surface until completion of the seeding.

Temporary Seeding – A cleated roller, crawler tractor, or similar equipment, approved by the Engineer that forms longitudinal depressions at least 2 inches deep shall be used for compaction and preparation of the surface to be seeded. The entire area shall be uniformly covered with longitudinal depressions formed perpendicular to the natural flow of water on the slope. The soil shall be conditioned with sufficient water so the longitudinal depressions remain in the soil surface until completion of the seeding.

8-01.3(2)B Seeding and Fertilizing

Native grass seed or seed and fertilizer shall be placed at the rate, mix and analysis specified in the Special Provisions or as designated by the Engineer. The Contractor shall notify the Engineer not less than 24 hours in advance of any seeding operation and shall not begin the Work until areas prepared or designated for seeding have been approved. Following the Engineer's approval, seeding of the approved slopes shall begin immediately.

Seeding shall not be done during windy weather or when the ground is frozen, excessively wet, or otherwise untillable. Seed or seed and fertilizer may be sown by one of the following methods:

1. An approved hydro seeder that utilizes water as the carrying agent and maintains continuous agitation through paddle blades. It shall have an

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- operating capacity sufficient to agitate, suspend, and mix into a homogeneous slurry the specified amount of seed and water or other material. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic discharge spray nozzles that will provide a uniform distribution of the slurry.
2. Approved blower equipment with an adjustable disseminating device capable of maintaining a constant, measured rate of material discharge that will ensure an even distribution of seed at the rates specified.
 3. Helicopters properly equipped for aerial seeding.
 4. Approved power-drawn drills or seeders.
 5. Areas in which the above methods are impractical may be seeded by approved hand methods

When seeding by hand, the seed shall be incorporated into the top ¼ inch of soil by hand raking or other method that is approved by the Engineer.

The seed applied using a hydroseeder shall have a tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic, or and animal life. If Short-Term Mulch is used as a tracer, the application rate shall not exceed 250 pounds per acre per *2012 Standard Specifications M 41-10 Page 8-5 Erosion Control and Water Pollution Control 8-01*.

Seed and fertilizer may be applied in one application provided that the fertilizer is placed in the hydroseeder tank no more than 1 hour prior to application.

8-01.3(2)D Mulching

Mulch of the type specified in the Special Provisions shall be furnished, hauled, and evenly applied at the rates indicated and shall be spread on seeded areas within 48 hours after seeding unless otherwise specified.

Distribution of straw mulch material shall be by means of an approved mulch spreader that utilizes forced air to blow mulch material on seeded areas. Wood strand mulch shall be applied by hand or by straw blower on seeded areas.

Mulch may be applied with seed and fertilizer West of the summit of the Cascade Range. Mulch shall be suitable for application with a hydroseeder as specified in Section 8-01.3(2)B.

Temporary seed applied outside the application windows shall be covered with a mulch containing either Moderate-Term Mulch or Long-Term Mulch, as designated by the Engineer.

Mulch sprayed on signs or sign Structures shall be removed the same day.

Areas not accessible by mulching equipment shall be mulched by approved hand methods.

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8-01.3(2)E Soil Binders and Tacking Agents

Tacking agents or soil binders applied using a hydroseeder shall have a mulch tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic, or animal life. If Short-Term Mulch is used as a tracer, the application rate shall not exceed 250 pounds per acre.

Tacking Agents – Tacking agents shall be applied in accordance with the manufacturer's recommended requirements.

Soil Binders – Soil binders shall be applied in accordance with the manufacturer's recommended requirements.

Soil Binding Using Polyacrylamide (PAM) – The PAM shall be applied on bare soil completely dissolved and mixed in water or applied as a dry powder. Dissolved PAM shall be applied at a rate of not more than $\frac{2}{3}$ pound per 1,000 gallons of water per acre. A minimum of 200 pounds per acre of Short-Term Mulch shall be applied with the dissolved PAM. Dry powder applications may be at a rate of 5 pounds per acre using a hand-held fertilizer spreader or a tractor-mounted spreader.

PAM shall be applied only to areas that drain to completed sedimentation control BMPs in accordance with the TESC Plan. PAM may be reapplied on actively worked areas after a 48-hour period.

PAM shall not be applied during rainfall or to saturated soils.

Soil Binding Using Moderate-Term Mulch – Moderate-Term Mulch shall be hydraulically applied in accordance with the manufacturer's installation instructions. The Moderate-Term Mulch may require a 24- to 48-hour curing period to achieve maximum performance and shall not be applied when precipitation is predicted within 24 to 48 hours, or on saturated soils, as determined by the Engineer.

Soil Binding Using Long-Term Mulch – Long-Term Mulch shall be hydraulically applied in accordance with the manufacturer's installation instructions and recommendations.

8-01.3(2)G Protection and Care of Seeded Areas

The Contractor shall be responsible to ensure a healthy stand of grass. The Contractor shall restore eroded areas, clean up and properly dispose of eroded materials, and reapply the seed, fertilizer, and mulch at no additional cost to the Contracting Agency.

The Contractor shall be responsible for performing the following duties:

1. At the Contractor's expense, seed, fertilizer, and mulch shall be reapplied in areas that have been damaged through any cause prior to final inspection and reapplied to areas that failed to receive a uniform application at the specified rate.
2. Seeded areas within the planting area shall be considered part of the planting area. Weeds within the seeded areas shall be controlled.

8-01.3(2)H Inspection

Inspection of seeded areas will be made upon completion of seeding, temporary seeding, fertilizing, and or mulching. The Work in any area will not be measured for

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payment until a uniform distribution of the materials is accomplished at the specified rate. Areas that have not received a uniform application of seed, fertilizer, or mulch at the specified rate, as determined by the Engineer, shall be reseeded, refertilized, or remulched at the Contractor's expense prior to payment.

8-01.3(7) Stabilized Construction Entrance

A temporary stabilized construction entrance shall be constructed in accordance with the Plans, prior to beginning any clearing, grubbing, earthwork or excavation.

When the stabilized entrance no longer prevents track out of sediment or debris, the Contractor shall either rehabilitate the existing entrance to original condition or construct a new entrance. When the Contract requires a tire wash in conjunction with the stabilized entrance, the Contractor shall include details for the tire wash and the method for containing and treating the sediment-laden runoff as part of the TESC Plan. All vehicles leaving the site shall stop and wash sediment from their tires.

8-01.3(9)A Silt Fence

Silt fence shall be installed as needed at the direction of the Engineer. When backup support is used, steel wire shall have a maximum mesh spacing of 2 by 4 inches, and the plastic mesh shall be as resistant to ultraviolet radiation as the geotextile it supports. The geotextile shall be attached to the posts and support system using staples, wire, or in accordance with the manufacturer's recommendations. The geotextile shall be sewn together at the point of manufacture, or at a location approved by the Engineer, to form geotextile lengths as required. All sewn seams and overlaps shall be located at a support post. Posts shall be either wood or steel. Wood posts shall have minimum dimensions of 1¼ by 1¼ inches by the minimum length shown in the Plans. Steel posts shall have a minimum weight of 0.90 lbs/ft.

8-01.3(9)B Jute Mesh Erosion Control Fabric

All areas of exposed soil that are part of the planting footprint shall be covered with erosion control fabric, composed of a course, open biodegradable Jute mesh 4' x 225' (900 sf) to keep soil in place. The total area of soil disturbance is 43,800 SF.

8-01.4 Measurement

Erosion Control and Water Pollution Control items will be measured as a lump sum.

Maintenance and removal of erosion and water pollution control devices such as silt fences, straw bales, and any additional work deemed necessary by the Engineer to control erosion and water pollution will be paid by lump sum. The lump sum Contract price for "Erosion Control and Water Pollution Control" shall also include full pay for all materials, labor, and supplies necessary for the preparation of the SPCC Plan. The Contractor may submit a schedule of values for partial payment for this item based on costs incurred at the time of the payment request, or a percentage of the overall project completed at the time of the payment request.

8-01.5 Payment

“Erosion Control and Water Pollution Control,” by lump sum.

“Seed and Mulch or Hydroseed,” by acre

8-02 WORK AREA ISOLATION AND DEWATERING

8-02.1 Description

It shall be the sole responsibility of the Contractor to manage all surface water and groundwater, and to bypass, divert or pump all water around the work areas to isolate the work areas from Cherry Creek. A schematic of the work area isolation is shown on the Plans. At no time will dirty water be discharged into waters of the state.

Daily mean flow in the Snoqualmie River (at Carnation) has been measured by the U. S. Geologic Survey (USGS) gage 12149000 since October 1928. The lowest mean flows during the summer construction period typically occur from the middle of August through the first week of September. Contractor shall review flow records for USGS gage 12149000 to assess extent of water management measures needed for construction.

http://waterdata.usgs.gov/wa/nwis/uv/?site_no=12149000&PARAMeter_cd=00060,00065

The Contractor may place the lower logs and otherwise work “in-the-wet” provided the work area is isolated from fish and flow and the water is contained within the structure excavation extents. Dewatering for the purpose of inspecting the structure foundation is not required. If working below the water surface, the Contractor shall account for the buoyancy of the wood during placement to ensure the logs are placed in accordance with the layers shown in the Plans.

The Contractor shall be responsible for all work area isolation, construction of temporary push up dams, temporary flow by-pass channels, and dismantling of push up dams. The OWNER will be responsible for the installation of the temporary fish exclusion net, seining, and fish handling.

The Contractor shall coordinate all work isolation activities with fish handling activities performed by Wild Fish Conservancy. The Contractor shall provide a schedule within 1-week of receiving the Notice to Proceed (NTP) providing dates where fish exclusion coordination with Wild Fish Conservancy is required. The Contractor shall notify the Engineer and Wild Fish Conservancy a minimum 48 hours prior to the start of each LWD placement where fish exclusion and fish handling is required for any schedule changes. Wild Fish Conservancy will complete fish handling and removal within 1-day of the completion of the work area isolation by the Contractor. The Contractor shall make the isolation area safe and accessible to the OWNER’S fish handling team. In-water work cannot commence until authorized by Wild Fish Conservancy, having completed fish exclusion from the designated areas.

SPECIAL PROVISION SPECIFICATIONS

LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)

If fish are present any device used for diverting water from a fish-bearing stream shall be equipped with a fish guard to prevent passage of fish into the diversion device pursuant to RCW 77.57.010 and 77.57.070. The pump intake shall be screened by one of the following:

- Perforated plate: 0.094 inch (maximum opening diameter).
- Profile bar: 0.069 inch (maximum width opening).
- Woven wire: 0.087 inch (maximum opening in the narrow direction).
- The minimum open area for all types of fish guards is 27%.

The screened intake shall consist of a facility with enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. Screen maintenance shall be adequate to prevent injury or entrapment of juvenile fish and the screen shall remain in place whenever water is withdrawn from the stream through the pump intake.

8-02.4 Measurement

No specific unit of measurement shall apply to the lump sum item Work Area Isolation/Dewatering.

8-02.5 Payment

“Work Area Isolation/Dewatering” by lump sum.