

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).

SPECIAL PROVISION SPECIFICATIONS

LOWER CHERRY CREEK RESTORATION PROJECT (PHASE II-III)

- 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;

SPECIAL PROVISION SPECIFICATIONS

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 has 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. _____