

## ADDENDUM NO. 1

To the Plans and Specifications for the

### ERICK CREEK FISH PASSAGE PROJECT

Project No. 1617

For the Department of Public Works, Cowlitz County, Washington

Bid Opening Date: **April 10, 2024 at 1:30 p.m.** (unchanged)

**THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS TO THE SAME EXTENT AS THOUGH IT WAS ORIGINALLY INCLUDED THEREIN.**

#### **PROPOSAL**

Bid item 50, "Training" is added. The Proposal Form is replaced with the attached revised Proposal Form.

#### **SPECIAL PROVISIONS**

##### **1-07.6 Permits and Licenses**

This project will disturb less than one acre and a Construction Stormwater General Permit is not required. The Special Provisions for Section 1-07.6 is replaced with the following:

##### **1-07.6 Permits and Licenses**

Section 1-07.6 is supplemented with the following:

(\*\*\*\*\*)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable bid items for the work involved. Copies of these permits are required to be onsite at all times.

\*\*\* HPA from Washington State Department of Fish and Wildlife  
Nationwide Permit 27 from U.S. Army corps of Engineers \*\*\*

#### **BID ITEMS**

##### **BID ITEM 12: REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

The Special Provisions for Section 2-02.1 is replaced with the following:

##### **2-02.1 Description**

Add the following to Section 2-02.1:

(\*\*\*\*\*)

Removal of Structures and Obstructions shall consist of the following work:

Remove existing culvert at Erick Creek	100 LF
Remove existing fencing	70 LF
Remove existing driveway culvert	30 LF
<b>Relocate existing satellite dish</b>	<b>1 EACH</b>

**BID ITEM 13: ROADWAY EXCAVATION, EMBANKMENT AND DISPOSAL INCLUDING HAUL**

**BID ITEM 14: CHANNEL EXCAVATION INCLUDING HAUL**

**BID ITEM 15: UNSUITABLE FOUNDATION EXCAVATION INCLUDING HAUL**

The reference to rock excavation is removed. The Special Provisions for Section 2-03.1 is replaced with the following:

**2-03.1 Description**

Delete paragraph one of Section 2-03.1 which begins “The work described in...” and replace with the following:

(\*\*\*\*\*)

The work described in this section, regardless of the nature or type of materials encountered, includes excavation and grading the roadway, excavation below grade, excavating channels and ditches, removal of slide material, placement and compaction of excavated materials as directed by the Engineer, and disposal of all excess material. These activities may be performed in making cuts, embankments, slopes, roadway ditches, parking areas, driveways, and in completing other related work.

It is the County’s intent to maximize use of the material excavated in the Roadway Excavation, Embankment and Disposal Including Haul bid item in the construction of embankments in lieu of using the Structural Fill Including Haul, or other embankment material specifications noted in this contract.

**BID ITEM 33: EROSION CONTROL AND WATER POLLUTION PREVENTION**

This project will disturb less than one acre and a Construction Stormwater General Permit is not required. The Special Provisions for BID ITEM 33 are replaced with the following:

**8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

**8-01.1 Description**

Section 8-01.1 is supplemented with the following:

(\*\*\*\*\*)

This work shall consist of preparing a Temporary Erosion and Sediment Control (TESC) Plan and installing TESC and water management Best Management Practices (BMPs) as shown on the Contract Plans in accordance with these Special Provisions, and all federal, state, and local regulations and permit requirements. The BMPs shown or described in the Contract Plans shall not be considered complete or comprehensive. The Contractor shall be responsible for all temporary erosion and sediment control and water management measures during construction to meet all

federal, state, local and permit requirements. The Contractor will be responsible for monitoring and measuring turbidity as specified in applicable permits.

### **8-01.3 Construction Requirements**

#### **8-01.3(1) General**

Section 8-01.3(1) is supplemented with the following:

(\*\*\*\*\*)

The Contractor shall perform all work in compliance with the TESC Plan.

The erosion and sediment control measures selected for use on this project are based on construction occurring during the “dry season” of May 1st to September 30th. If the construction extends outside of the dry season, the Contractor shall prepare a wet season erosion and sediment control plan to meet local, state, and federal requirements for construction in the “wet season”. The wet season erosion and sediment control plan shall be submitted to the Engineer for review and approval prior to September 15th. The wet season erosion and sediment control plan shall be prepared at the Contractor’s sole expense (included in the lump sum contract price).

Erosion and sediment control measures shall be used within the construction area, which includes staging areas, access paths and the channel. No construction or access within the stream corridor shall occur until the active work area is fully dewatered. Material stockpiles shall have perimeter sediment control best management practices (BMPs) installed, such as silt fences or straw wattles along any downhill perimeter of the construction staging area where water carrying sediment might leave the construction staging area. Temporary cover shall be installed on all material stockpile areas that will not be worked for 7 days or more. Temporary cover for stockpiles shall consist of temporary mulch or plastic covering.

Forecasted rain events may require the installation of additional temporary erosion control measures to prevent discharge of sediment and turbid water from the site due to runoff. These added measures may include temporary mulching, straw wattles, plastic, sandbags or other materials deemed necessary by the Engineer.

All equipment used for in-water work within the existing ordinary high water (OHW) level of Erick Creek shall use only biodegradable vegetable-based hydraulic fluids. Equipment used outside of the existing OHW is not required to use biodegradable vegetable-based hydraulic fluids.

Equipment used for this project shall be free of external petroleum-based products while working near any surface water or wetland. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tracks, tires, etc.) and undercarriage of equipment prior to working below the OHW. 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 within 100 feet of any wetted channel.

#### **8-01.3(1)A Submittals**

##### **8-01.3(1)A1 Temporary Erosion and Sediment Control Plan**

Section 8-01.3(1)A1 is supplemented with the following:

(\*\*\*\*\*)

The Contract Plans include TESC, Water Management, temporary flow bypass, and fish exclusion

requirements that represent the minimum required measures. Actual methods will depend on the Contractor's Means and Methods and Construction Sequencing. The Contractor shall submit the following:

The Contractor shall prepare a Temporary Erosion and Sedimentation Control (TESC) Plan for the contract and shall submit this TESC Plan to the Engineer 5 days prior to the pre-construction conference. This plan shall include narrative and drawings depicting all upland (landward of the Ordinary High Water (OHW) level shown on the Contract Plans) erosion and sediment control methods such as stabilized construction entrances, bark mulch, hog fuel or other ground surfacing for stabilizing access roads, berms or ditches to control surface runoff, silt fence, straw wattles, and the placement of temporary or permanent seeding and mulching for erosion control. The Contractor may take the Plan provided in the Contract Plans and modify as needed based on Means, Methods, and Construction Sequencing. The Contractor shall prepare and submit for approval to the Contracting Agency an alternative Stormwater Water Pollution Prevention Plan (SWPPP) as part of the TESC plan.

**8-01.3(2) Temporary Seeding and Mulching**

**8-01.3(2)D Temporary Mulching**

Section 8-01.3(2)D is supplemented with the following:

(\*\*\*\*\*)

Temporary Mulching shall be straw for this project. Any straw mulch used within the straw wattles or for covering exposed earth as a temporary erosion control measure shall be derived from harvested wheat or alfalfa plant stalk (no hay from a grass source). The straw shall be seasoned (an air-dried condition) free from noxious weeds, seeds or other undesirable materials prior to loading and delivery to the site. The straw shall be suitable for spreading by mechanical means or by hand methods as a temporary erosion control measure.

The Contractor shall be responsible for providing and placing the straw in areas noted on the Contract Plans and as directed by the Engineer.

Temporary Mulch shall be a minimum of 4-inches thick.

**8-01.5 Payment**

Section 8-01.5 is supplemented with the following:

(\*\*\*\*\*)

The lump sum contract price for "Erosion Control and Water Pollution Prevention" shall be full pay for all costs, including but not limited to installing, maintaining and later removing all necessary TESC measures and BMP's, sampling, monitoring, reporting, coordinating, inspecting, and any other expenses, materials and labor necessary to fully comply with the TESC Plan.

**ADDED BID ITEM:**

**BID ITEM 50: TRAINING**

This bid item shall be accomplished in accordance with the Plans, Standard Specifications, and the Special Training Provisions (November 2, 2022) under Section 1-07.11.

## **PLANS**

### **Sheet C1.0 (7 of 26)**

The following note is added to Sheet C1.0:

“AT 1973 ABERNATHY CREEK ROAD, A SEPTIC SYSTEM AND DRAINFIELD EXISTS WITHIN THE TEMPORARY CONSTRUCTION EASEMENT. THE CONTRACTOR SHALL PROTECT THE SEPTIC SYSTEM. NO HEAVY EQUIPMENT IS ALLOWED ON THE SEPTIC SYSTEM AND DRAINFIELD.”

The tree removal table is replaced with the following:

TREE REMOVAL TABLE		
TREE #	DBH (IN)	SPECIES
1	17, 18	MAPLE
2	32	MAPLE
3	(removed)	
4	(removed)	
5	13	ALDER
6	18	ALDER
7	(removed)	
8	18	ALDER
9	11	ALDER
10	11	ALDER
11	12	ALDER
12	8	MAPLE
13	52	MAPLE
14	36	MAPLE
15	17	ALDER
16	18	ALDER
17	18	ALDER
18	7, 10	ALDER
19	12, 13	ALDER
20	9	ALDER
21	19	MAPLE
22	10, 12, 12, 14	MAPLE
23	6, 7	MAPLE
24	17	MAPLE
25	14, 15, 16	MAPLE
26	17, 29, 32, 34	MAPLE

**Sheet C2.0 (8 of 26)**

Revise note regarding salvaged tree replacement to state:

“SALVAGED TREE PLACEMENT, SEE NOTE 7 AND TREE NUMBER INDICATED”

**Sheet EC2.2 (24 of 26)**

Revise note 4 to state:

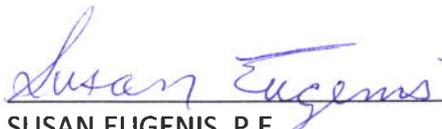
“TREE PROTECTION AND PRESERVATION WILL BE PAID UNDER THE BID ITEM FOR CLEARING AND GRUBBING.”

**ATTACHMENTS TO THIS ADDENDUM**

- The attached Proposal Form replaces the Proposal Form in the Contract Documents.

***Acknowledgment of this addendum is required under ADDENDA on Page 10 of the Contract Documents.***

ISSUED THIS 21<sup>st</sup> DAY OF MARCH, 2024.



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SUSAN EUGENIS, P.E.  
County Engineer  
Cowlitz County Public Works  
1600 13<sup>th</sup> Avenue South  
Kelso, WA 98626

**PROPOSAL FORM**

**TO:** Board of County Commissioners  
County Administration Building  
207 Fourth Avenue North, 3rd Floor  
Kelso, WA 98626

**FOR:** **ERICK CREEK FISH PASSAGE PROJECT**  
Name of Project

**FROM:**

_____	_____
Bidder's Business Name	Mailing Address
_____	_____
Email Address	City, State and Zip
_____	_____
Name of Bidder's Representative for Bid	Telephone
_____	_____
Washington Registration No.	Tax I.D. No.
_____	_____
Employment Security Department No.	State Excise Tax Registration No.
_____	_____
Industrial Insurance Coverage Account No.	UBI No.

**INSTRUCTIONS TO BIDDERS**

**1. Contract Documents.** See Section 1-04.2 of the Special Provisions for a list of the "contract documents" that make up the contract. Be sure that you have a copy of the **2024** Standard Specifications for Road, Bridge, and Municipal Construction, by the Washington State Department of Transportation and the American Public Works Association, Washington State Chapter. Such specifications are sometimes referred to as the "Standard Specifications."

**2. Submission of Bid.** Fill out this Proposal Form completely, in accordance with Section 1-02.6 of the Standard Specifications. Enclose your Proposal Form and bid deposit in an opaque sealed envelope addressed to:

Cowlitz County Board of County Commissioners  
Attn: Clerk of the Board  
County Administration Building, 3rd Floor  
207 Fourth Avenue North  
Kelso, WA 98626

Mark the outside of the envelope with the name of the bidder, the name of the project, and the date and time of the bid opening. It is your responsibility to make sure that your bid is physically received by the Clerk of the Board by the time set for the bid opening. Bids not so received will not be considered. Bids may not be submitted by facsimile machine.

The County's determination of when a bid was received shall be final and non-appealable.

**3. Bidder Responsibility Standards.** It is the intent of the Owner to award a contract to the lowest, responsible and responsive bidder for all described Work. Before award, the bidder must meet all criteria and satisfy all requirements of the following bidder-responsibility standards to be considered a responsible and a responsive bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with these standards to be qualified to be awarded a contract. The bidder must:

- a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- b. Have a current Washington Unified Business Identifier (UBI) number;
- c. If applicable:
  - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

**4. Execution of Contract.** The successful bidder must use the performance bond form and other forms provided by Cowlitz County to be considered both a responsible and responsive bidder.

**5. Sales Tax Code.** In computing and reporting sales taxes payable to the Washington State Department of Revenue on this project, the following code number shall be used: **0800**.

**6. Disadvantaged Business Enterprise (DBE).** The Contractor is made aware that for DBE flagging companies to be considered to be performing a commercially useful function, the UDBE flagging company must be providing the Traffic Control Supervisor on the project.

**PROPOSAL**

The undersigned bidder proposes to perform the project named above in strict compliance with the contract documents, for the following amounts:

<b>Item No.</b>	<b>Approximate Quantity</b>	<b>ITEM</b>	<b>UNIT PRICE \$</b>	<b>AMOUNT \$</b>
1	Force Account	Minor Changes	25,000.00	25,000.00
2	Lump Sum	Structure Surveying		
3	Lump Sum	Roadway Surveying		
4	Lump Sum	Stream Restoration Surveying		
5	Lump Sum	SPCC Plan		
6	Lump Sum	Mobilization		
7	Lump Sum	Project Temporary Traffic Control		
8	Lump Sum	Portable Temporary Traffic Control Signal		
9	Force Account	Work Zone Safety Contingency	25,000.00	25,000.00
10	Lump Sum	Clearing and Grubbing		
11	2 Each	Salvaged Tree Placement		
12	Lump Sum	Removal of Structures and Obstructions		
13	2,090 C.Y.	Roadway Excavation, Embankment and Disposal Including Haul		
14	230 C.Y.	Channel Excavation Including Haul		
15	25 C.Y.	Unsuitable Foundation Excavation Including Haul		

<b>Item No.</b>	<b>Approximate Quantity</b>	<b>ITEM</b>	<b>UNIT PRICE \$</b>	<b>AMOUNT \$</b>
16	3,600 C.Y.	Structure Excavation Class A Including Haul		
17	Lump Sum	Shoring or Extra Excavation Class A		
18	Lump Sum	Trimming and Cleanup		
19	498 S.Y.	Construction Geotextile for Separation		
20	2,200 Ton	Structural Fill Including Haul		
21	460 Ton	Engineered Streambed Material Incl. Haul		
22	90 Ton	Streambed Sand		
23	30 Ton	Streambed Boulders Type 1		
24	30 Ton	Streambed Boulders Type 2		
25	350 Ton	Crushed Surfacing Base Course		
26	70 Ton	HMA Class 3/8 Inch PG 58H-22		
27	Calculation	Asphalt Cost Price Adjustment	0.00	0.00
28	140 C.Y.	Conc. Class 5000 for Footings, Headwalls, and Wingwalls		
29	17,300 LB	St. Reinf. Bar for Footings, Headwalls, and Wingwalls		
30	Lump Sum	Contractor Designed Buried Structure - Erick Creek		
31	79 L.F.	Underdrain Pipe, 6-inch Diameter		
32	26 L.F.	Class V AASHTO M 170 Concrete Pipe, 18-Inch Diameter		

<b>Item No.</b>	<b>Approximate Quantity</b>	<b>ITEM</b>	<b>UNIT PRICE \$</b>	<b>AMOUNT \$</b>
33	Lump Sum	Erosion Control and Water Pollution Prevention		
34	0.80 Acre	Seeding And Mulching		
35	405 S.Y.	Fine Compost		
36	449 Each	Bark or Wood Chip Mulch Rings		
37	44 Each	PSIPE – Live Stakes		
38	210 Each	PSIPE – 1 Gallon Container		
39	10 Each	Flexible Guide Post		
40	120 L.F.	Beam Guardrail Type 31		
41	4 Each	Beam Guardrail Non-Flared TL-2 Terminal		
42	125 L.F.	Chain Link Fence Type 4		
43	30 Ton	Filter Blanket		
44	140 Ton	Rock for Erosion and Scour Protection Class B		
45	22 C.Y.	Quarry Spalls		
46	1 Each	Mailbox Support, Type 1		
47	303 L.F.	Paint Line		
48	Lump Sum	Temporary Travel Lane		
49	Lump Sum	Temporary Stream Diversion		

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
50	400 Hours	Training		

**TOTAL COST TO COWLITZ COUNTY**.....\$ \_\_\_\_\_

**Addenda.** The bidder acknowledges receipt of the following addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. (Insert numbers of any addenda received.)

**Non-Collusion.** Each bidder must submit a declaration of non-collusion completely executed with their bid. Reasonable grounds for believing that any bidder(s) have engaged, either directly or indirectly, into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this bid will cause rejection of all proposals which said bidder(s) has shown interest, and none of the participants to such direct or indirect actions will be considered.

The person(s) signing this bid on behalf of the bidder declare(s) under penalty of perjury under the laws of the United States and the State of Washington that this bidder 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 connection with this bid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Authorized to Bind Bidder

\_\_\_\_\_  
Bidder's Business Name

\_\_\_\_\_  
Title of Person Signing Bid

Signed in \_\_\_\_\_, Washington