

**BID BOOKLET
FOR PUBLIC WORKS CONSTRUCTION**

**PORT OF HOOD RIVER
HOOD RIVER, OREGON**

BRIDGE PAINTING

**LOWER CHORD CONNECTION REHABILITATION
COLUMBIA RIVER (HOOD RIVER INTERSTATE) BRIDGE**

OREGON BRIDGE # 06645

HOOD RIVER, OR AND WHITE SALMON, WA HWYS

HOOD RIVER, OR AND KLICKITAT, WA COUNTIES

JUNE 23, 2011

CLASS OF PROJECT STATE _____

CLASS OF WORK PAINTING _____

BID OF _____

DESCRIPTION OF WORK

Bridge Painting
Lower Chord Connection Rehabilitation
Columbia River (Hood River Interstate) Bridge #06648
Hood River, OR and White Salmon, WAHWYS
Hood River, OR and Klickitat Counties

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described above will be opened and read at the Port of Hood River, 1000 E. Port Marina Drive, Hood River, Oregon, at 2:00 p.m. on the 23rd day of June, 2011.

Prior to 2:00 p.m. on the above date, submit Bids to:
Michael McElwee, Executive Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, Oregon 97031.

COMPLETION TIME LIMIT

Complete all Work to be done under the Contract not later than June 30, 2013.

CLASS OF PROJECT

This is a State Project.

CLASS OF WORK

The Class of Work for this Project is: Painting.

APPLICABLE SPECIAL PROVISIONS

The Special Provisions booklet applicable to the above-described work, for which Bids will be opened at the time and place stated above, is that which contains the exact information as shown above on this page.

Bidders are cautioned against basing their Bids on a booklet bearing any different description, date(s), class of project, or class of work.

**SPECIAL PROVISIONS
FOR PUBLIC WORKS CONSTRUCTION**

**PORT OF HOOD RIVER
HOOD RIVER, OREGON**

BRIDGE PAINTING

LOWER CHORD CONNECTION REHABILITATION

COLUMBIA RIVER (HOOD RIVER INTERSTATE) BRIDGE

OREGON BRIDGE # 06645

HOOD RIVER, OR AND WHITE SALMON, WA HWYS

HOOD RIVER, OR AND KLICKITAT, WA COUNTIES

JUNE 23, 2011

**A mandatory prebid meeting will be held at 10:00 AM on June 16, 2011
at the Port of Hood River, 1000 E. Port Marina Drive, Hood River,
Oregon.**

DESCRIPTION OF WORK

Bridge Painting
Lower Chord Connection Rehabilitation
Columbia River (Hood River Interstate) Bridge #06648
Hood River, Oregon and White Salmon Washington Counties

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described above will be opened and read at the Port of Hood River, 1000 E. Port Marina Drive, Hood River, Oregon 97031, at 2:00 p.m. on the 23rd day of June, 20-11.

COMPLETION TIME LIMIT

Complete all Work to be done under the Contract not later than June 30, 2013.

CLASS OF PROJECT

This Invitation to Bid (ITB) and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The Contractor and subcontractors shall comply with all the provisions of 279C.800 through 279C.870, relative to Prevailing wages Rates.

CLASS OF WORK

The Class of Work for this Project is: Painting.

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

PORT Contact, Linda Shames, 1000 E Port Marina Drive, Hood River, OR 97031; Phone (541)386-6651, FAX (541)386-1395, email lshames@portofhoodriver.com.

HNTB Project Manager, Steve Litchfield, 111 SW Columbia, Suite 940, Portland, OR 97201; Phone (503) 205-4142, FAX (503) 205-4141.

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COATING SYSTEM WARRANTY (36 MONTH)

THIS WARRANTY, made by _____
(Contractor)

_____ and
of _____

_____ and
of _____

hereinafter called "Warrantors", in favor of the Port of Hood River, hereinafter called "Port";

WITNESSETH:

RECITALS:

1. State has contracted for preparing and coating structural steel on the _____
_____.

2. Under the provisions of Contract No. _____ pertaining in part to coating
on said Project of structural steel, entered into by Port and _____
(Contractor)

_____, in which Contract, _____
_____ is required to furnish to the State a
(Contractor)

written warranty for the coating system warranting against defects as provided in said
Contract for a period of 36 months beginning at the issuance of the Second Notification, of
_____ work under said Contract.

(Contractor)

NOW, THEREFORE, in consideration of the foregoing, Warrantors hereby agree and unconditionally warrant to the Port that the coating system and all coating work, both above deck and below deck, are and shall be free from all defects as defined in the above-described Contract for a period of 36 months, and that if any such defects occur or are discovered within said 36 month period, Warrantors shall, forthwith upon receipt of written notification of any such defect or defects make repairs to the coating system necessary to meet the original Contract requirements, at no additional cost to the Port, within the time limits as specified in the Contract. References herein to the warranty requirements of the Contract include, but are not limited to, the terms, conditions and requirements contained in Standard Specifications and Special Provision subsection 00130.40 and Special Provision subsection 00594.75 for the Contract, which are incorporated herein by this reference.

It is expressly understood and agreed that the warranty and obligations herein set forth are made and undertaken by Warrantors to and for the benefit of the Port.

IN WITNESS WHEREOF, Warrantors have set their hands as of this _____ day
_____ of 20 ____.

ATTEST:

(Contractor)

SUPPLEMENTAL PERFORMANCE BOND (36 MONTH WARRANTY PERIOD)

KNOW ALL MEN BY THESE PRESENTS, that we Port Of Hood River _____
as principal, and _____
as surety, a corporation duly organized and existing under and by virtue of the laws of the
State of _____ and duly authorized to transact the business of surety
in the State of Oregon, are jointly and severally held and bound into the State of Oregon in
the sum of _____ (\$ _____)
Dollars, for the payment of which we jointly and severally bind ourselves, our heirs and
executors, administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas, the principal herein has, on or about the _____ day of
_____, 20 __, made and entered into a certain agreement with the State
of Oregon, by and through the Port of Hood River, which agreement is more fully described
as _____, Contract No. _____,
under which agreement the principal agrees to furnish certain materials and to perform
certain work which he agrees to do in accordance with the terms, conditions and
requirements as set out in said agreement, and whereas, in connection with said contract,
the principal and others have executed a written warranty, a copy of which warranty is
attached hereto and by this reference made a part hereof;

And, whereas, the principal has therein undertaken to warrant the work of preparing
and coating structural steel against any defects, as therein defined, for a period of at least
36 months beginning at the issuance of the Second Notification.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms of such warranty and shall well and truly perform all matters and things by him undertaken to be performed under said warranty upon the terms proposed therein and shall do all things required of said principal by the laws of this state and shall indemnify and save harmless the State of Oregon against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said warranty by the Contractor of subcontractors, then this obligation is to be void, otherwise to remain in full force and effect.

In no event shall the obligations under this bond be terminated without written consent of the State of Oregon, by and through its State Transportation Commission.

Signed and sealed this ____ day of _____, 20 __.

SURETY _____
Attorney-in-fact

PRINCIPAL_____

BY _____

BY _____
(Official Capacity)

Countersigned:

Resident Agent

Attest: _____
Secretary

This Bid must be signed in ink by an authorized representative of the Bidder; any alterations or erasures to the Bid must be initialed in ink by the undersigned authorized representative.

1. CCB Requirements

All Bidders shall be licensed with the State of Oregon Contractors Board (CCB) prior to bidding on Public Improvement Contracts. Failure to comply with this requirement shall result in Bid Rejection.

All subcontractors participating in the project shall be similarly registered with the State of Oregon Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Construction Contractors Board Number: _____
Expiration Date: _____

2. Asbestos Abatement Licensing Requirements

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

3. Joint Venture/Partnership Disclosure

The Undersigned has authority on behalf of the following entity and is (check one of the following and insert information requested):

- ___ a. A corporation organized and existing under the laws of the State of _____; or
- ___ b. A partnership/joint venture registered under the laws of the State of _____;
If yes, name of the contact person for the partnership/joint venture _____; or
- ___ c. A limited liability corporation (LLC) or limited liability partnership (LLP) under the laws of the State of _____; or
- ___ d. An individual doing business under an assumed name registered under the laws of the State of _____.

4. Addendum or Addenda Acknowledgement

ADDENDA: The Undersigned hereby acknowledges receipt of the following Addenda:

ADDENDUM NO.	DATED	ADDENDUM NO.	DATED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Responsibility Inquiry/ Contractor References
(None Required)

6. Recycled Products

Bidder will comply with the recycled products provision in the Invitation to Bid in accordance with ORS 279A.125. Contractors shall use recyclable products to the

maximum extent economically feasible in the performance of the contract work as set forth in this document.

7. Residency Information

Bidder is a () Resident Bidder () Non-resident Bidder

If a Resident Bidder, enter your Oregon business address:

If a Non-resident Bidder, enter State of residency: _____

8. Compliance with Tax Laws

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

9. Certification of Drug-Testing Law Requirements

By my signature, I certify that Contractor shall demonstrate that an employee drug testing program is in place.

10. Certification of Compliance with Non-Discrimination Laws

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge, the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

11. Signature of Bidder's Duly Authorized Representative

The Bid must be signed in ink by an authorized Representative of the Bidder. Any alterations or erasures to the bid must be initialed in ink by the undersigned authorized representative.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. He/She is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addendum or Addenda, if any, issued.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, specifications, plans, terms and conditions contained in this Bid document, including all attachments, exhibits, and Addenda, if any, issued.
3. The Bid submitted is in response to the specific language contained in the Invitation to Bid, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Invitation to Bid, or (b) any previously issued Invitation to Bid, if any.
4. The Owner shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all the requirements of the Invitation to Bid.
5. The Owner shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.
6. The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates and payment of a fee to BOLI.

7. The Bid was (1) prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid designed to limit independent bidding or competition; and (2) the contents of this Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bids.
8. Bidder is bound by and will comply with all requirements, specifications, plans, terms and conditions contained this Bid, including all attachments, exhibits and Addendum or Addenda, if any, issued.
9. Bidder will furnish the designated items and/or services in accordance with the Bid specifications, plans, and requirements, and will comply in all respects with the terms of the resulting Contract upon award.
Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
10. All affirmations and certifications contained in sections 6,7,8,9 and 10 are true and correct.

Authorized Signature _____

Title _____

FEIN ID # or SSN # _____

Contact Person: _____

Telephone Number () _____ Fax() _____

PRICING SUBMITTAL FORM

DATE: _____

**PORT OF HOOD RIVER
1000 E. PORT MARINA DRIVE
HOOD RIVER, OREGON 97031**

PRICE SUBMITTAL:

The Undersigned proposes and agrees, if this Bid is accepted, to enter into an agreement with the Port of Hood River to furnish all Work as specified or indicated herein for the ITB indicated and within the schedule indicated in the Invitation to Bid. Bidder has familiarized itself with the Work and has visited and inspected the site and is familiar with all the field conditions, legal requirements (federal, state, and local laws, ordinances, rules and regulations), and conditions affecting cost, progress and performance of work, and has made such independent investigations as Bidder deems necessary. Bidder has given the Port written notice of all conflicts, errors, and/or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Port is acceptable to Bidder.

FOR THE COMPLETE PROJECT FOR THE BASE SUM OF:

DOLLARS (\$ _____).

LINE ITEM BID SCHEDULE IS ATTACHED AS EXHIBIT 1-A

The Undersigned agrees, if awarded the Contract, to complete this work not later than: _____, 20__.

Company: _____ Telephone: _____

Company Address: _____

Email: _____ Fax: _____

Construction Contractors Board Number _____ Expiration ate _____

I attest that I have the authority to commit the firm named above to this Bid amount and acknowledge that the firm meets the qualifications necessary to perform this work as outlined in the Invitation to Bid. I understand that I will be required to provide necessary information to verify that the firm meets these qualifications if selected for the Contract.

By: _____

Signature / Typed Name & Title / Date

BID BOND FORM

We, Port of Hood River _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Port of Hood River ("Obligee") the sum of (\$ _____) _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to the Obligee in response to Obligee's solicitation document for the project identified as: Lower Chord Connection Paint Rehabilitation Project _____ which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the solicitation document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20__.

PRINCIPAL: _____ **SURETY:** _____

By _____ BY ATTORNEY-IN-FACT:
Signature

Official Capacity Name

Attest: _____
Corporation Secretary Signature

Address

City State Zip

Phone Fax

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Lower Chord Connection Paint Rehabilitation Project

Bid _____ **Opening** _____ **Date** _____

Name _____ **of** _____ **Bidding** _____ **Contractor** _____

Email _____ **Address** _____

_____ *CHECK HERE IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).*

FIRST-TIER SUBCONTRACTORS

Firm name	Dollar Amount
Category of Work	

Firm name	Dollar Amount
Category of Work	

Firm name	Dollar Amount
Category of Work	

Firm name	Dollar Amount
Category of Work	

Firm name	Dollar Amount
Category of Work	

Firm name	Dollar Amount
Category of Work	

PAYMENT BOND FORM

Bond No. _____

Solicitation _____

Project Name _____

_____ (Surety #1) Bond Amount No. 1: \$ _____

_____ (Surety #2)* Bond Amount No. 2:* \$ _____

- *If using multiple sureties*

Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Hood River the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Port of Hood River, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of Hood River and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Port of Hood River on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PERFORMANCE BOND FORM

Bond No. _____
Solicitation _____
Project Name Lower Chord Connection Paint Rehabilitation Project
_____ (Surety #1) Bond Amount No. 1: \$ _____
_____ (Surety #2)* Bond Amount No. 2: * \$ _____
** If using multiple sureties* Total Penal Sum of Bond: \$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Hood River the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Port of Hood River, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of Hood River and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Port of Hood River be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

CERTIFICATE OF INSURANCE FORM

This is to certify to: Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031
 That the following described policy or policies have been issued to:

 Name and Address of Insured

 Name and Address of Insurance Company

 Description of Contract:

Types of Coverage:	Limits of Liability	Policy Number	Expiration Date
1. Workers Compensation	Statutory		
2. Employer's Liability	\$		
3. Comprehensive General Liability	Bodily Injury		Property Damage
	A. Premises & Operations	\$	\$
	B. Blanket Contractual	\$	\$
	C. Independent Sub-Contractors	\$	\$
	D. Products Liability & Completed Operations	\$	\$
4. Comprehensive Automobile Liability (owned, hired, & non-owned)			
5. Other-Builders Risk			

Expires 12:01 Standard Time at the address of name insurance stated herein.

*Indicate the following property liability features:

- | | Yes | No |
|--|-------|-------|
| 1. "Broadform" including occurrence and care, custody and control. | _____ | _____ |
| 2. Explosion, collapse and underground damage exclusions | _____ | _____ |

 The insurer agrees that it will notify in writing, _____ of any material change, expiration or cancellation of the above-described policies not less than thirty (30) days before such change, expiration or cancellation becomes effective. It is further agreed the above named owner, his officers, agent (including his engineer) and employees are included as additional named insureds, but only as respects the performance of the above-described contract.

 Name of Insurance Company

 Authorized Representative

**PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

This Contract is entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, (hereinafter called "PORT") and _____(hereinafter called "CONTRACTOR"), shall become effective on _____, or the date this Contract has been signed by all the Parties and all of the required Port approvals have been obtained, whichever is later.

WITNESSETH:

WHEREAS, CONTRACTOR, having examined the project site and become familiar and satisfied with conditions, has submitted an acceptable bid for the following described scope of work: Port of Hood River Dry Storage Building;

WHEREAS, the parties hereto desire that this contract be undertaken and completed on the terms and conditions as hereafter set forth; now

THEREFORE, IT IS AGREED AS FOLLOWS:

Terms of Performance

Contractor agrees to perform the described work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the work at the designated location in accordance with all terms specified, attached hereto and incorporated herein, and in accordance with the Contract Documents, which consist of the following:

- A) Invitation to Bid
- B) Bidding Instructions
- C) First-Tier Subcontractor Disclosure Form
- D) Bid Form/Bid Schedule
- E) Bid Bond
- F) Performance Bond
- G) Payment Bond
- H) Certificate of Insurance
- I) General Conditions of Public Works Contracts
- J) Notice of Intent to Award
- K) Notice to Proceed
- L) Prevailing Wage Rates
- M) DRAWINGS prepared for/or issued by Port
- N) SPECIFICATIONS prepared for/or issued by Port
- O) All affidavits and certifications submitted by CONTRACTOR as part of CONTRACTOR's Bid Documents, which affidavits and certifications CONTRACTOR agrees will remain effective throughout the term of this Contract.

Contract Price:

Subject to the provisions of all Contract documents and in consideration of the faithful performance of the terms and conditions thereof in the manner and at the times provided in the General Conditions. The Contract price by the CONTRACTOR, the PORT agrees to pay CONTRACTOR **in an amount not to exceed** _____, includes the following items: Base Bid and all Alternative Number _____.

Contract Dates:

Project Start Date: 10 calendar days from issuance of Notice to Proceed.

Substantial Completion: _____ Days after Notice to Proceed.

Final Completion: _____ Days after Notice to Proceed.

Liquidated damages

If the CONTRACTOR fails to complete this project within the time specified or within any extension of time agreed to by both parties in writing, CONTRACTOR shall pay liquidated damages of _____, for each day of delay beyond the completion day identified above. (If no dollar amount is specified this paragraph shall not apply to this Contract.)

Representatives

Unless otherwise specified in the Contract Documents, the Port designates _____, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Port. Contractor has named _____ its Authorized Representative to act on its behalf.

Integration

The Contract Documents constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Contract on _____, 2010.

CONTRACTOR
By _____
Its _____

PORT OF HOOD RIVER
By _____
Its _____


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Bridge Painting
Lower Chord Connection Rehabilitation
Columbia River (Hood River Interstate) Bridge #06648
Hood River, OR and White Salmon, WA HWYS
Hood River, OR and Klickitat, WA Counties

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>The seal is circular with the text "REGISTERED PROFESSIONAL ENGINEER" at the top, "19725PE" in the center, "OREGON" below the number, and "STEPHEN C LITCHFIELD" at the bottom. The date "MAY 12, 1999" is also present. A signature in blue ink is written across the seal. Below the seal, it says "EXPIRES: 12/31/2012".</p>	<p>I certify the Special Provision Sections listed below were prepared by me or under my supervision:</p> <p>Section <u>00210, 00220, 00225, 00254, 00290, 00294, 00594</u></p> <p>Stephen C Litchfield</p>
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WORK TO BE DONE

The Work to be done under this Contract consists of the following on the Hood River Interstate (Columbia River) Bridge #06648 Section in the Counties of Hood River, Oregon and White Salmon, Washington:

1. Prepare and paint the lower chord connections and 6 inches beyond in spans 12-19 and spans 1-10.
2. Perform additional and incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2008 edition of the "Oregon Standard Specifications for Construction".

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a State Project.

This Invitation to Bid (ITB) and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The Contractor and subcontractors shall comply with all the provisions of 279C.800 through 279C.870, relative to Prevailing wages Rates.

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SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.10 Definitions – Replace the following subsection

Agency – The Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031, Telephone (541)386-1645, Fax (541)386-1395, Email porthr@gorge.net, Website www.portofhoodriver.com

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

00120.01 General Bidding Requirements – Replace this subsection with the following:

This Invitation to Bid (ITB) and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The ITB and resulting Contract may be subject to other laws and rules. Bidders should obtain and become acquainted with the applicable provisions of the above laws and rules.

The Contractor and subcontractors shall comply with all the provisions of 279C.800 through 279C.870, relative to Prevailing wages Rates. The current Prevailing Wage Rates for Public Works Contract in Oregon are incorporated into these documents by reference. A copy of these documents can be found at:

http://egov.oregon.gov/BOLI/WHD/PWR/pwr_Oregon_2011.shtml

The work takes place in the Counties of Hood River, Oregon and White Salmon, Washington.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the project described in the Contract, the General Conditions, all applicable special conditions, plans, specifications, or any supplementals.

The single contact point for questions regarding the ITB, Forms, Specifications, Plans, bidding process, change, clarification, the award process, protests and/or any other issues that may arise, is:

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Linda Shames at 1000 E Port Marina Drive, Hood River, OR 97031 Phone: (541)386-6651, fax (541)386-1395 and email lshames@portofhoodriver.com.

The contact point for requests for brand approval, or substitution requests
Is:

HNTB Project Manager, Steve Litchfield, 111 SW Columbia, Suite 940, Portland, OR 97201; Phone (503) 205-4142, FAX (503) 205-4141.
Add the following subsection:

00120.02 Prequalification for Bidders

Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. A list of required evidence is listed in section 00120.06.

Unless otherwise specified, a bidder may submit evidence that he is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

Add the following subsection:

00120.03 Contents of Proposal Forms

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

Add the following subsection:

00120.04 Issuance of Proposal Forms

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

00120.05 Request for Solicitation Documents - Add the following to the end of this subsection:

A complete solicitation document may **be examined or obtained** during normal working hours at the Port Office, 1000 E. Port Marina Drive, Hood River, Oregon after 8:00 A.M.

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on June 9, 2011 until 2:00 P.M. on **June 22, 2011**. Copies may also be request by calling the Port Office (541)386-1645 or by email request to porthr@gorge.net. The documents will also be available on our websit at portofhoodriver.com. Requests through the Port office will be added to the Plan Holders List. Any plans that are downloaded will need to call the Port Office to be included on the Plan Holders List.

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

"Lower Chord Connection Paint Rehabilitation
Columbia River (Hood River Interstate) Bridge #06648Hood River, OR and White Salmon,
WA Hwys
Hood River, OR and Klickitat, WA Counties"

Add the following subsection:

00120.06 Evidence of Competency and Financial Responsibility – The Prospective Bidder submittals shall include, but not be limited to, the following:

A. Contactor Company Information

1. Fill out and submit Appendix A.
2. Provide a written confirmation by a CPA firm or equivalent stating the company is in good standing, the accounting systems installed and methods used to follow establish and accepted accounting practices and principles.

B. Contactor Company Personnel Qualifications and Training

1. Provide an Organization Chart complete with a list of names, duties and job descriptions of key personnel proposed on the project.
2. For craft workers, include a list of certifications with expiration dates for all applicable training/qualification requirements.
3. List personnel with qualifications and competency to perform quality control and related functions. Provide any training done as well as written authority from executive management to perform their duties. At a minimum, contractors must employ a Quality Control Supervisor (QCS) to oversee the company's quality monitoring processes.

C. Contactor Company Experience and Technical Capabilities

List a minimum of three **(3)** projects the company has completed in the past five **(5)** years or is currently working on, either as a Prime or a Subcontractor. Provide a description of work based on the following requirements:

- Spot blasting and spot painting steel bridges over water using containment and ventilation that met the requirements of either ODOT specifications or SSPC standards.
- Handling hazardous materials and waste.

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- Using suspended or supported work platforms that were designed, constructed, and maintained in accordance with the requirements and specification, commonly accepted engineering practice, current versions of applicable OSHA regulations, and any mandatory local requirements.
- Operated and maintained dust collection and recovery equipment in accordance with the manufacturer's guidelines. Monitored worker exposures for the applicable hazardous coatings in accordance with regulatory requirements.
- Performed environmental monitoring as required by the specification and applicable regulatory requirements.
- Maintained employee exposures below the appropriate OSHA Permissible Exposure Limit (PEL) first using engineering and work practice controls to the extent that such controls were feasible and secondarily by using respiratory protection that complied with current OSHA requirements.

In addition, please include:

- a) Project Name
- b) Company's Role in Project
- c) Completion Date
- d) Owner/Contract Officer contact information

D. Contactor Company Safety and Health, Regulatory Compliance

1. Provide a safety and health plan related to the proposed work. The plan should include evidence of being reviewed and approved by a safety professional at least every three years.
2. Provide an overview of procedures for general environmental compliance conditions such as proper disposal of paint and solvent waste; proper disposal of wastewater; and use of VOC compliant materials. In addition, the contractor shall have environmental procedures for hazardous paint debris such as lead-based paint.

E. Contactor Company References

1. Contactor may list three (3) professional references. References shall include:
 - a. Owner Agency and Key Contact
 - b. Project(s) performed for Owner
 - c. Any relevant information pertaining to the work performed.

00120.07 Bidder's Checklist

To all Plan Holders and/or Prospective Bidders:

Use of the following checklist to ensure that your bid package is complete upon submittal on the date listed in the Invitation to Bid. This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidder's submittals shall include, but not limited to, the following:

1. Contractor's Qualification Statement complete with the Contractor's prequalification documentation.

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2. Proposal (Bid) Fully Executed. Complete the Proposal in clearly written ink or typed characters. Changes may be made provided all changes are initialed.
3. Acknowledgement of Addenda (on Proposal). Acknowledge receipt of all Addenda. Bidders are strongly encouraged to contact the Port to verify that all addenda are in hand prior to submittal of the bid package.
4. Bidders Certification.
5. Bidder's Bond or other Security. Include an executed Bid Bond or other acceptable Bid Security in the amount of ten percent (10%) of the total bid amount.
6. Power-of-Attorney for Surety's Agent to execute Bidder's Bond. This includes completed Payment and Performance Bond forms.
7. Completed Pricing Submittal Form.
8. Completed First-Tier Subcontractor disclosure form, if applicable.
9. Completed Certificate of Insurance Form.

00120.15 Examination of Plans, Specifications, and Site – Replace this subsection with the following:

It is understood that the Contractor, before submitting a bid, has made careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. Bidders shall also contact Utility Agencies to verify all Utilities' anticipated involvement in the project site. The Agency will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work.

If a Bidder finds discrepancies in, or omissions from the plans, specifications or Contract documents, or has doubt as to their meaning; the Bidder shall at once notify the Agency. All clarifications shall be made in writing to the Agency. The Agency will then investigate and determine if an Addendum will be issued.

Clarifications in writing, or included in an Addendum or Addenda as a "clarification", do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the Agency determines should be handled by formally amending the ITB, the Agency will do so only by announcing such a change in an Addendum or Addenda, not through information identified as a "clarification."

INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PROVISIONS OF THE ITB CAN ONLY BE CHANGED VIA ADDENDA ISSUED BY THE AGENCY.

Pursuant to OAR 137-049-0250, no protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established above for submitting protests of bid specifications or contract terms.

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00120.16 Request for Change; Request for Brand Name/Product Substitution -
Replace this subsection with the following:

Any brand name listed in the specifications with an “or approved equal” or approved equivalent” shall establish the minimum requirements for quality, utility, durability, function and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing during the bidding process detailed in the following section and the brand named is not mandated pursuant to a brand name exemption.

The Engineer will promptly respond to each properly submitted written request for change, substitution or method change. Where appropriate, the Agency will issue ITB revisions via **Addenda** made by fax and email and will posted on the Owner’s website. A Bidder shall provide written acknowledgement of receipt of all issued Addenda with its Bid.

00120.40 Preparation of Bids – Replace this subsection with the following:

All Bids must be sealed and received prior to the bid closing time and date. All Bids shall be prepared in ink or by computer, but must be signed in ink by an authorized representative of the Bidder. Facsimile Bids will not be accepted.

Required Information shall be submitted on the forms specific in the ITB.

The following shall be submitted prior to Closing:

- Bid Form
- Bid Security Requirements
- CCB Registration Requirements; Asbestos Abatement Licensing Requirements, & Joint Venture-Partnership Declaration, (On bid Form)
- Addenda Acknowledgement; (On Bid Form)
- Residency Information, (On bid Form)
- Signature of Bidder’s Duly Authorized Representative, (On Bid Form)
- Addenda (On Bid Form)

Disclosure of First –Tier Subcontractors- If Bidders Bid on a public improvement Project exceeds \$100,000, the Bidder shall, within (2) working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.
- If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to write “NONE” on the Disclosure Form.
- The Agency shall make available for public inspection, the disclosure forms required by OAR 137-049-0360.

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- The Agency shall also provide copies of the disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835.
- The Agency is not required to determine the accuracy or completeness of the information submitted.
- Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

A **surety bond**, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's or certified check, executed in favor of the Port of Hood River in the amount equal to ten (10) percent of the total amount of the Bid, shall be submitted with or posted for all Bids as bid security unless the Contract has been exempted from this requirement under ORS 279C.390.

Alteration and erasures made before Bid submission must EACH be INDIVIDUALLY initialed in ink by the person signing the Bid. Bids, once submitted, may be modified in writing before closing. Modifications made after Offer submissions shall be prepared on Bidder's letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior bid. Failure to comply with the provisions of this paragraph shall result in Bid rejection. Nothing in this paragraph shall be construed as allowing the Bidder to alter or otherwise change the form of the proposal, the form of the Contract, the conditions of the Bid, the specifications, and/or plans attached to the Bid documents.

Modifications must be submitted in a sealed envelope marked as follows:

Bid Modification
ITB Name and Number
Closing Date
Closing Time

Bidders may not modify bid after closing.

00120.45 Submittal of Bids – Replace this subsection with the following:

Sealed Bids must be received in the Port office, 1000 E. Port Marina Drive, , Hood River, OR 97031.

All Bids must be sealed and received prior to the bid closing time and date. All Bids shall be prepared in ink or by computer, but must be signed in ink by an authorized representative of the Bidder. Facsimile Bids will not be accepted.

All Bid documents requiring signature must be signed in ink by an authorized representative.

Bids must be submitted in a sealed package or envelope. To insure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

ITB Name and Number
Closing Date & Time

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Port of Hood River
Attn: Michael McElwee
1000 E Port Marina Drive
Hood River, OR 97031

00120.60 Revision or Withdrawl of Bids – Replace this subsection with the following:

Bids may be changed in writing submitted on the Bidder's letterhead, signed by an authorized representative, and received by the Agency prior to closing. Offer changes submitted in writing must be labeled as such and contain the Project Name and Number.

Bids may be withdrawn in writing submitted on the Bidder's letterhead, signed by an authorized representative, and received by the Agency prior to closing. Offer withdrawals submitted in writing must be labeled as such and contain the Project Name and Number.

Bids may be withdrawn in person before Closing upon presentation of appropriate identification and evidence of authorization to act for Bidder. Signature confirmation of withdrawal may also be required.

00120.65 Opening and Comparing Bids – Replace this subsection with the following:

Bids will be received until (2:00 PM. on a June 23, 2011) where they will be immediately opened publicly and read aloud. Bidders and other interested parties are invited to be present. Award decisions will not be made at Bid opening.

Bids for each Project will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the sum computed from the quantities listed in the Bid Schedule and the prices entered by the Bidder.

In the case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the Agency may make arithmetic corrections on extension amounts.

00120.91 Rejection of Bid – Replace this subsection with the following:

The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 will be rejected. Refer also to ORS 279C.375 (2).

The Port of Hood River may reject all Bids for good cause upon finding that it is in the public interest to do so.

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The Port of Hood River may reject a particular Bid for any of the reasons listed under OAR 137-049-0440.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications modified as follows:

00130.15 Right to Protest – Replace this subsection with the following:

Adversely-affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Agency a written protest of the gency's lintent to Award within 7 calendar days from the date of the Intent-to-Award Announcement. Protests must specify the grounds upon which the protest is based. The Agency will not consider late protest.

The Agency will respond in writing to Intent to Award protests submitted timely by adversely affected or aggrieved Bidders. The Agency may also respond to Intent to Award protests submitted by other Bidders for the purpose of clarification.

00130.30 Contract Booklet – Replace this subsection with the following:

The Contract booklet may include but is not limited to:

- ITB Document
- Bid Bond
- Supplemental Specifications, if any
- Special Provisions
- Addenda
- Schedule of items
- Contract
- Performance Bond
- Payment Bond
- Certification of Insurance

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications modified as follows:

00140.70 Cost Reduction Proposals - Replace the paragraph that begins "The Contractor may submit..." with the following paragraph:

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The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Information:

There are no anticipated conflicts with the Utilities listed below. Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Utility	Contact Person's Name and Phone Number
1. Williams Gas Pipeline West (4 ½" gas pipeline)	Don F. Burt (801) 584-7301
2. Falcon Cable TV (Fiber Optic Television Cable)	Janet Tsalns (541-386-3100)
3. Embarq (Fiber Optic Telephone Cable)	Dyrk Pritchett (541-387-9255)
4. Pacific Power (Bridge Illumination, OR side)	Rick Croy (541-308-2008)
5. Klickitat PUD (Bridge Illumination, WA side)	Ron Schultz (509-493-9555)

Arrangements for removing, relocating, or adjusting Utilities on the Project are the responsibility of the County (City). Contact the County (City) for information regarding these arrangements.

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

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00150.55 Cooperation with Other Contractors - The following contract work will be ongoing within the Project site during the following times:

Contract Name (Contractor's Name)	Estimated Times (From - To)
I:84: Exit 64 (Hood River) – Bundle 224 (Moore Excavation Incorporated)	Through 12/31/11)

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.00 General - Add the following:

The work to be performed under the Contract requires the use of labor, materials, and equipment in both the State of Oregon and the State of Washington.

Comply with all applicable laws of the State of Washington with respect to that portion of the work to be done and materials to be furnished in the State of Washington and the laws of the State of Oregon with respect to that portion of the work to be done and materials to be furnished within the State of Oregon.

Familiarize yourself with the laws of both States, including those concerning public contracts, permits and licenses, laborers and materials, workmen's compensation insurance and taxes, including both income and sales taxes.

The boundary between the State of Washington and the State of Oregon has been determined to be Pier 12.

Add the following subsection:

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00170.01(e) Railways – If Contractor proposes to access across the Burlington Northern Railroad Tracks at a location that is not already a public crossing, an agreement between the Contractor and the railway to work on and within railway property will be required.. A copy of the railway agreement and corresponding requirements is included near the front of this Special Provision booklet. The railway agreement and requirements are subject to change by the railway. The railway will provide the actual agreement and requirements for execution. The Contractor shall obtain all necessary permits and licenses and pay all fees (see 00170.02). The Contractor shall obtain a fully executed copy of the agreement and requirements between the Contractor and the railway and provide a copy of it to the Engineer before beginning work on or within the railway property or right-of-way.

The Railway contact person for this Project is:

(enter name)

(enter address)

(enter city, state and zip)

(enter phone number)

00170.02 Permits, Licenses, and Taxes - Add the following:

A contract for road and bridge construction on Washington state-owned land is defined by Washington law as a “retail sale”. As such, the Contractor is required to collect retail sales tax from the Port of Hood River on the full contract amount for that portion of the contract within the State of Washington.

Payment to the Contractor by the Port of Hood River of retail sales tax to be collected by the Contractor under Washington law will be additional to the amount Bid by the Contractor for that portion of the completed project within the State of Washington.

The Port of Hood River will verify the contract amount for the work performed in the State of Washington as submitted by the Contractor and will reimburse the Contractor for the amount of actual retail sales tax paid within 30 days upon receipt of evidence of such payment.

Washington law requires that before paying the retained percentage to any person performing any public works contract, State officers shall require such persons to secure from the Washington State Department of Revenue, a certificate that all taxes due with respect to such contract have been paid in full. The Contractor, therefore, is required to secure, then present to the Port of Hood River such certificate before payment of the retained percentage will be made.

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

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00170.70(a) Insurance Coverages - The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)
Pollution Liability	\$2,000,000	\$5,000,000

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

The Contractor shall include the State of Washington the Washington State Department of Transportation, the Director of the Washington State Department of Transportation, and its Officers, Agents and Employees as additional insured named on insurance policies issued for the Project, or shall furnish an additional insured endorsement naming the same as additional insureds, but only with respect to the Contractor's activities to be performed under the Contract.

Add the following as Additional Insureds under the Contract:

- HNTB Corporation

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

In connection with the Work to be performed in the State of Washington under the Contract, it shall be understood that the "indemnification and hold harmless" requirements of this Subsection extend to the State of Washington, the Washington State Department of Transportation, the Director of the Washington State Department of Transportation, and its Officers, Agents and Employees.

Extend indemnity and hold harmless to the Agency and the following:

- HNTB Corporation

00170.80 Responsibility for Damage to Work - Replace this subsection, except for the subsection number and title, with the following:

(a) Responsibility for Damage in General - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

(b) Repair of Damage to Work - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work, except to the extent the Agency has assumed responsibility according to the provisions of (c) below. Perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

(c) Responsibility for Damage to Work Caused by Public Traffic - The Contractor may apply for relief of responsibility for damage to Work caused by public traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery or courier, by FAX, or other agreed-upon method.

The Engineer will process a maximum of two forms per month and return the forms within seven Calendar Days indicating each item as "approved" or "denied".

The approval of the Engineer is limited, and is made only for the purposes of determining relief of responsibility for damage to completed portions of the Work caused by public traffic. The completed portions of the Work are not considered complete, and are not finally accepted for any other purposes under the Contract.

If the Contractor disagrees with the Engineer's findings, the Contractor may request a Region level review according to 00199.40(b).

(1) Request for Relief - The Agency will only accept a request for relief from and will only assume responsibility for damages caused by public traffic, to the following completed portions of the Work:

- A segment of Roadway, drainage facilities, Slopes, lighting, traffic control devices and access facilities;
- A Bridge or other Structure within a segment of Roadway;
- Traffic signals and appurtenances at an intersection;
- Permanent, passive traffic control devices;
- Complete circuits of a highway lighting system; and
- Portions of a building open to public use.

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The Agency will approve a request for the Agency to assume responsibility for damages to the completed portions of the Work caused by public traffic only under the following conditions:

- The completed portions of the Work are completed according to Contract Change Orders, the Contract Plans or approved stage construction Plans;
- The traffic control complies with approved traffic control Plans; and
- All required Materials conformance and quality compliance documents pertaining to the completed portions of the Work are on file with the Engineer (see Section 00165).

(2) Scope of Relief - When the Agency assumes responsibility for damage to completed portions of the Work caused by public traffic any damages will be repaired by the Contractor on an Extra or Changed Work basis, or by Agency forces, or by other means as determined by the Engineer. If completed portions of the Work are damaged by public traffic before Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 75% of the total amount calculated according to Section 00197.

If completed portions of the Work are damaged by public traffic after Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Extra or Changed Work at 100% of the total amount calculated according to Section 00197.

If any additional Work is performed by the Contractor on completed portions of the Work for which the Agency has assumed responsibility for damages caused by public traffic, and the Work is performed outside of the approved stage construction Plans or approved traffic control Plans, the Contractor shall become fully responsible and liable, and shall make good all damages caused by public traffic at no additional cost to the Agency.

(d) Vandalism - The Contractor shall provide reasonable protection of the Work from vandalism until Third Notification. If reasonable protection has been provided, the Contractor's responsibility for damage resulting from vandalism will be limited to \$5,000.00 per occurrence. Requests for reimbursement of amounts in excess of \$5,000.00 shall be in writing and directed to the Engineer. Upon receipt, the Engineer will investigate, evaluate the amount of damages and their cause, and determine whether, and how much, the Contractor will be recompensed.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:
Add the following subsection:

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00180.01 Funding and Schedule Limitations – It is the Port's intent to carry out the bridge painting in the most efficient and cost effective way possible. However, project funding is currently limited to the following expected fiscal year budget allocations:

Fiscal Year	Construction Budget
July 1, 2011 and June 30, 2012	\$1,300,000
July 1, 2012 and June 30, 2013	\$1,100,000
July 1, 2013 and June 30, 2014	(As needed)

The Contractor shall schedule work activities considering the stated budget for a given fiscal year. However, it may be possible to shift budget allocations between fiscal years if significant efficiencies are achieved and approval is obtained from the Port Commission. No additional compensation will be provided for remobilization, storage, overhead, or other work activities required to meet these funding limitations.

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
Railway Work	00170.01(e)
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
Special Events	00220.40(e)
In-water Work Restrictions	00290.34(a)

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "Contractor's activity..." add the following paragraphs:

The Contractor shall submit a supplemental "look ahead" Project Work schedule each week to the Engineer. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

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The supplemental "look ahead" Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, subcontractors, or services will use.
- The locations of each activity that will be done including the limits of the work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least three weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of one Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and clean up has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract. In addition to the "look ahead" Project Work schedule, a Type B schedule as detailed in the Standard Specifications is required on this Contract.

00180.41(b-2) Detailed Schedule - Replace the paragraph that begins "In addition to the above requirements..." with the following two paragraphs:

In addition to the above requirements, and within 30 Calendar Days after the Notice to Proceed, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled bar chart Project Work schedule indicating the critical course of the Work. The digital copy shall be compatible with MS Project 2003, Primavera P3, SureTrak Project Manager 3.0, or another scheduling program approved by the Engineer.

Detailed work schedule activities shall include the following:

Replace the paragraph that begins "Within 10 Calendar Days..." with the following paragraph:

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Within 10 Calendar Days after submission of the Project schedule the Engineer and the Contractor shall meet to review the Project schedule as submitted. Within 10 Days of the review meeting the Contractor shall resubmit to the Engineer one digital and four paper copies of the Project schedule, including required revisions.

00180.41(b-3-a) Review with the Engineer - In the paragraph that begins "The Contractor shall evaluate...", replace the sentence that begins "The Contractor shall submit..." with the following sentence:

The Contractor shall submit one digital and four paper copies of the updated bar chart to the Engineer within seven Days after the progress meeting, along with a progress report as required by "b." below.

00180.50(h) Contract Time - Complete all Work to be done under the Contract not later than June 30, 2013.

00180.85(b) Liquidated Damages - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$1100 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

00180.85(c) Lane Closures and Road Closures - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

(1) Lane Closures - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.12(d) Steel Materials Pay Item Selection - Add the following to this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

00195.50(c-1) Cash, Alternate A - In the paragraph that begins "The Agency will...", replace the sentence that begins "The Agency will deposit..." with the following sentence:

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5).

In the paragraph that begins "Any retainage withheld on...", replace "00195.90(d)" with "00195.50(d)".

00195.50(c-2) Cash, Alternate B (Retainage Surety Bond) - Replace the paragraph that begins "If an acceptable retainage..." with the following paragraph:

If an acceptable retainage surety bond is provided, the Contractor shall notify all Subcontractors of the existence of the retainage surety bond and shall advise them of their rights under ORS 279C.560(7) and ORS 701.435.

00195.50(c-3) Bonds and Securities - Replace this subsection with the following subsection:

00195.50(c-3) Bonds, Securities, and Other Instruments - In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

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Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Engineer determines that all requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications supplemented and/or modified as follows:

00210.00 Scope – Add the following to this subsection:

Mobilization also includes any work necessary to store equipment or materials between work periods and any operations or preparatory work necessary to become ready to perform the work following suspensions of work.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02 Public Safety and Mobility - Add the following bullets to the end of the bullet list:

- Use portable changeable message signs to provide appropriate work zone information to the public. Place signs and display messages as directed or approved. When signs are in use, protect them according to 00225.46(b) and the "Portable Changeable Message Sign (PCMS) Installation" detail shown on Standard Drawing RD900. Place signs in the following approximate locations, 100 feet from the intersection:
 - Button Bridge Road at Marina Drive Intersection, right shoulder, facing northbound traffic.
 - SR 14 Washington MP 65.01, right shoulder facing westbound traffic.
 - SR 14 Washington MP 64.99, right shoulder facing eastbound traffic.

Display pre-approved messages giving specific date or time information, a minimum of five calendar days, in advance of each pre-determined construction activity requiring a PCMS use. When signs are in use, protect them according to 00225.46(b)

Suggested message panel 1

HOOD RIVER
INTERSTATE
BRIDGE

Suggested message panel 2

CLOSED
DATE
TIME

- Construction vehicles leaving the traffic stream and entering the work area shall slow gradually to warn following traffic and provide an opportunity to slow.
- Construction equipment entering or leaving the work area shall yield to public traffic at all times, unless being controlled by flagging.
- When construction equipment is operating in the closed lane, protect traffic using a truck mounted impact attenuator (TMA). Place the TMA in the closed lane in advance of the equipment, located as recommended by the manufacturer and approved by the Engineer. If the TMA is not available when the work requires its use, postpone the work until the TMA is available.

00220.40(e) Lane Restrictions - Replace the paragraph that begins "Do not close any..." with the following paragraph:

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Do not close any traffic lanes and remove all barricades and objects from the roadway during the following periods:

Replace subsections (1) and (2) with the following:

(1) Weekdays:

- Between 6:00 a.m. and 7:30 a.m. and between 4:30 p.m. and 6:00 p.m. Monday through Friday

(2) Weekends - Between 3:00 p.m. on Friday and 9:30 p.m. on Sunday.

(4) Special Events - Add the following to the end of this subsection:

The following special events will occur during this Project:

- Harvest Fest on the third weekend of October and Blossom Fest on the third weekend of April.

Add the following subsection(s):

00220.40(f) Limited Duration Road Closure - Intermittent bridge closures will be allowed for the duration of this project. Intermittent closures shall not exceed 20 minutes between 7:30 a.m. and 4:30 p.m., Monday through Thursday, and between 7:30 a.m. and 3:00 p.m. Friday. Succeeding roadway closures will not be permitted until traffic clears from preceding closures.

During intermittent bridge closures no more than two simultaneous work areas will be permitted with the clear distance between them to be no less than 600 ft open grid deck removal within each work area shall not exceed 40 ft.

Subject to the above listed restrictions, full bridge closures will be permitted between 9:30 p.m. and 5:00 a.m., Sunday through Thursday, between September 15 and April 30; and between 10:30 p.m. and 5:00 a.m. Sunday through Thursday, between May 1 and September 14. A maximum of ten (10) bridge closures per fiscal year will be allowed during the project. Full bridge closures must be approved by the Agency. A minimum of 14 calendars written notice must be provided prior to the full bridge closures.

Succeeding roadway closures will not be allowed until traffic clears from a preceding closure.

00220.41 Bridge Work -

Before starting any bridge work, arrange so that all equipment, labor, and materials required to complete the work are on hand or are guaranteed to be delivered. Once bridge

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work begins, vigorously prosecute and complete this work. Complete bridge work in the shortest possible time.

No lane closures or restriction of the travel lanes will be permitted when, in the opinion of the Engineer, circumstances exist such that the closure would endanger traffic or the Contractor's operations.

At the end of each work shift, and when operations are not in progress, remove all obstructions and leave the bridge deck clear and unobstructed for the free passage of traffic. Remove all loose material from the bridge deck before the area is reopened to public traffic.

Add the following subsection:

00220.45 Load Restrictions on Bridges - Limit the combined weight of construction vehicles, equipment, and daily material usage to 37,500 pounds for every 1,000 square feet of surface area plus the weight of long term storage of materials to 18,000 pounds for every 100 square feet of surface area of the bridge or a total of 125,000 pounds for each span of the bridge, whichever is less.

The Contractor may request alternate loadings by submitting, 14 Calendar Days before proposed loadings, stamped loading calculations and data according to 00150.35.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.02 General Requirements - Add the following after the last paragraph of this subsection:

Provide and maintain a minimum of 9.5 foot clear and unobstructed width in the travel lane.

During construction, protect traffic by using the appropriate configurations as detailed on Standard Drawings RD905 and RD910.

On post mounted signs, install a "ROAD WORK AHEAD" (W20-1-48) sign with "FINES DOUBLE" (R2-6-36) rider at both ends of the interstate bridge, according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings. Also, install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings. Adjust sign locations as directed by the Engineer.

When the horizontal clearance for the roadway is less than 19 feet, install horizontal clearance (CW21-12-48) signs, identifying the narrowest width of the roadway. Locate these horizontal clearance signs as shown or as directed.

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Install 30 in.x30 in. signs (W13-2) indicating construction speed of 10 mph at each end of the work area facing incoming emergency vehicles or incident response units during full roadway and bridge closures.

Supply lines and welding cables may be laid along the tops of railing posts, provided the lines do not interfere with public traffic.

00225.05 Contractor Traffic Control Plan - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall submit the following, for approval, five calendar days before the preconstruction conference:

(a) Contractor TCP - Include the following:

- Proposed TCP showing all TCM and quantities of all TCD.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

(b) Tourist-Oriented Directional (TOD) and Business Logo Signs - One copy of a sketch map of the Project showing all existing tourist-oriented directional (TOD) and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages.

If there are no TOD signs on the project, a written notification that no TOD signs exist within the project limits.

All traffic control plans are subject to ODOT and WSDOT approval.

00225.11(b-5) Square Tube Sign Supports - Replace this subsection with the following subsection:

00225.11(b-5) Perforated Steel Square Tube Sign Supports - Use perforated steel square tube sign supports from the QPL and as shown on the standard drawings.

00225.13(d) Plastic Drums - Replace the sentence that begins "Provide drums with..." with the following sentence:

Use retroreflective drum sheeting meeting the requirements of ASTM D 4956 Type III or Type IV.

00225.12(d) Impact Attenuators - Add the following:

Use an NCHRP 350 TL-2 truck mounted impact attenuator (TMA) from the QPL.

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When the pre-construction posted speed is 45 MPH or less, the support vehicle for the TMA shall have a minimum mass (weight) of 4.55 Mg (10,000 pounds) and a maximum mass (weight) of 10.91 Mg (25,000 pounds). When a TMA is in place, set the parking brake and transmission on the support vehicle as recommended by the manufacturer.

If used in a mobile operation, the TMA support vehicle shall shadow the mobile operation and maintain a consistent distance from the mobile operation as recommended by the manufacturer.

00225.30 General - Add the following:

During full bridge closures maintain flaggers at Type III barricades.

00225.41(b-5) Square Tube Sign Supports - Replace this subsection with the following subsection:

00225.41(b-5) Perforated Steel Square Tube Sign Supports - Perforated steel square tube sign supports may be used as a substitute for wood sign posts. Install perforated steel square tube sign supports as shown on the standard drawings.

Add the following subsection:

00225.41(b-6) Existing Facility Sign Supports - When mounting temporary signs on existing facilities, install signs according to Standard Drawing TM207 or other mounting method as approved by the Engineer.

00225.62(b) Temporary Impact Attenuators - Replace the paragraph that begins "When impact attenuator..." with the following paragraph:

When impact attenuator, truck mounted attenuator, or narrow site attenuator systems are used, have enough modules, cartridges, components, and replacement parts on-site to replace one complete installation or have on-site a complete replacement attenuator. Re-stock replacement items or complete replacement attenuators within 24 hours of use. All modules, cartridges, components, and replacement parts, and replacement attenuators not used remain the property of the Contractor.

Add the following subsection:

00225.82(e) Temporary Impact Attenuator Repair - Repair of damage to vehicles utilizing truck mounted attenuators shall be at the Contractor's expense.

00225.87 Flaggers - Add the following:

No measurement will be made for time periods when no work is being performed on the bridge by the Contractor's personnel unless authorized by the Engineer in writing.

00225.88 Traffic Control Supervisor (TCS) - Replace this subsection with the following:

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00225.88 Traffic Control Supervisor - No separate measurement will be made for the TCS.

00225.90 Payment - Add the following to this subsection:

All work for work zone traffic control, temporary barricades, barrier, attenuators, temporary traffic delineation, temporary illumination, temporary electrical signs, and traffic control supervisor, will be paid for under Method B – Lump Sum Basis.

00225.91 Temporary Signage – Replace this subsection with the following:

No separate payment will be made for work completed in this section.

00225.92 Temporary Barricades, Guardrail, Barrier, and Attenuators – Replace this subsection with the following:

No separate payment will be made for moving truck mounted impact attenuators, for truck mounted attenuator vehicle damage or for other work completed in this section.

00225.93 Temporary Traffic Delineation – Replace this subsection with the following:

No separate payment will be made for work completed in this section.

00225.94 Temporary Illumination – Replace this subsection with the following:

No separate payment will be made for work completed in this section.

00225.95 Traffic Signals – Delete this subsection.

00225.96 Temporary Electrical Signs – Replace this subsection with the following:

No separate payment will be made for work completed in this section.

00225.98 Traffic Control Supervisor – Replace this subsection with the following:

No separate payment will be made for work completed in this section.

00225.99 Pilot Cars – Replace this subsection with the following:

No separate payment will be made for work completed in this section.

SECTION 00254 - TEMPORARY WORK ACCESS

Section 00254, which is not a Standard Specification, is included in this Project by Special Provision.

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Description

00254.00 Scope - This work consists of designing, installing, maintaining, and removing work platforms or scaffolding suspended from the existing bridge superstructure to provide temporary work access for the rehabilitation of the existing structure.

Construction

00254.40 Plans and Drawings:

(a) Contractor-Designed - For Contractor-designed work platforms and scaffolding, provide stamped working drawings and calculations of the work platforms or scaffolding according to 00150.35.

Include the following information:

- All general notes for the design and construction of the platform or scaffolding
- Material list including incidental items.
- Show layout of work access in relation to the existing structure, drainage system and utilities.
- Detail the anchoring system that will be used to connect the temporary platform or scaffolding to the existing structure.
- Show all structure and geometric details including but not limited to:
 - Loading conditions.
 - Connecting devices.
 - Construction around utilities, drainage, footings, bents, or other structures.

(b) Pre-Engineered - Pre-engineered assemblies may be utilized for all or for portions of work platforms or scaffolding. Submit manufacturer's literature indicating safe working loads. Working drawings and calculations for pre-engineered assemblies are not required.

00254.41 Construction - Install work platforms or scaffolding so they contain all rubble and debris. Do not allow rubble or debris to fall into waterways.

Install work platforms or scaffolding so they satisfy all the requirements of applicable permitting agencies.

Finishing and Cleaning Up

00254.70 Removal - When temporary work platforms or scaffolding are no longer needed, remove them according to Section 00310.

Satisfy all requirements of applicable permitting agencies during removal.

Restore the existing structure to conditions satisfactory to the Engineer.

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Measurement

00254.80 Measurement - No measurement of quantities will be made for work performed under this Section.

Payment

00254.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract lump sum amount for the item "Containment".

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for designing, installing, maintaining, and removing work accesses or scaffolding and restoring the existing structure.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.10 Staging and Disposal Sites - Add the following to the end of this subsection:

If land staging is necessary, the following staging site is available for use:

- **Site Type** - Port of Hood River Maintenance Yard & Building
- **Location** - 1000 E. Port Marina Drive
- **Access** - E. Port Marina Drive
- **Available Area** – Approximately 5000 SF yard plus 1500 SF building

Maintain storage yard and building in tidy condition during use. Maintain yard access to Port Maintenance staff at all times. Coordinate with the Port of Hood River regarding specific needs.

Restore the site by:

- Removing all imported fabric, rock, and other construction debris.
- Restore facility to pre-existing conditions.

Should the Contractor elect to use another site, all environmental clearances from State, Federal, and Local agencies must be acquired, and the request submitted to the Project Manager for written approval.

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00290.20 Hazardous Waste and Hazardous Substances - Revise this subsection as follows:

The work procedures and paint debris associated with the removal of coatings containing lead, chromium, or other toxic materials present a serious risk to the workers and other personnel associated with such projects. The State of Oregon and Contractors working on Oregon projects have the responsibility of ensuring that no job presents a risk to the health or well-being to anyone associated with work in Oregon or to anyone in the vicinity of such projects. To prevent possible health threatening exposure to lead or other toxic materials during the surface preparation and coating of structures plus other operations during the contract work, Contractors shall comply with all pertinent OSHA regulations.

Coating systems containing cadmium, chromium, copper, lead and zinc are present on painted surfaces of the bridge structure. Based on the existence of lead-based paints and zinc chromate paints, Agency will require the following for bridge resurfacing work being performed on this project:

- All contractor personnel will be made aware of the potential for encountering lead-based paints and zinc chromate paints.
- All contractor personnel will be properly trained and certified to work at sites where exposure to lead, cadmium and chromium contamination is possible and/or where lead abatement procedures are being performed.
- Contractor will develop a site-specific lead compliance plan for lead-based paint exposures per special provision 0294.

00290.20(d) Hazardous Waste Management - In the paragraph that begins "In addition to current Laws...", replace the two bullets that begin "If the quantity of hazardous waste projected to be..." with the following three bullets:

- If the quantity of hazardous waste projected to be generated meets the requirements for a LQG, prepare a full Hazardous Waste Contingency Plan according to 40 CFR 265 Subpart D. Maintain a copy of the Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a SQG, prepare a modified Hazardous Waste Contingency Plan according to 40 CFR 262.34(d)(5) and 40 CFR 265 Subpart C. Maintain a copy of the modified Contingency Plan on-site at all times during construction activities, readily available to employees and inspectors.
- If the quantity of hazardous waste projected to be generated meets the requirements for a CEG, follow the contingency planning and storage requirements of the SQG unless the only potentially hazardous waste is aerosol cans smaller than 20 ounces. Limit storage to 180 days and 2,200 pounds. Prepare a modified Hazardous Waste

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Contingency Plan and keep a copy on-site with emergency response procedures and contact information.

00290.20(g) Spills and Releases - In the paragraph that begins "Obtain a response agreement...", replace the term "29 CFR 1920.120" with the term "29 CFR 1910.120".

Replace the lead-in paragraph that begins "In the event...", with the following lead-in paragraph:

In the event of a spill or release of a hazardous substance or hazardous waste or the release of any other material that has the potential to harm human health or the environment, do the following:

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

(8) Environmental Requirements:

- Provide containment vessels under all diesel and gasoline powered equipment, fluid or petrochemical storage, and refueling areas, having sufficient capacity to contain the entire fuel supply in the event of a spill.
- Provide containment to ensure that barge surface runoff cannot flush accumulated oil/petroleum products from the deck into the waterway. Drips, leaks, and spills shall be cleaned up immediately upon detection.
- Storage of miscellaneous fluids and petrochemicals shall be minimized on the barges. Containers shall have leak-proof fluid-tight lids and shall be secured to the barge deck within a containment vessel.
- Clean and inspect all equipment and repair or replace all leaking hoses and equipment before placing the equipment on the barges.
- Inspect all equipment and containment measures on the barges daily and repair all leaks or drips before beginning cleaning & coating operations.
- Equipment shall be refueled from a motorized boat using 5 gallon containers. Verify placement of containment vessel before refueling.
- Provide spill response kits on each barge, including fuel/oil absorbing booms and pads.
- In the event of a spill, immediately cease operations and contain and clean up the spill. Do not resume cleaning & coating operations until the spill is cleaned up and repairs have been made as needed to prevent further spills.
- Any portable toilets shall be secured to the barge. Toilet shall be serviced (pumped out or emptied into an approved waste removal system) on shore.
- Comply with all applicable U.S. Army Corps of Engineers and Oregon Department of Environmental Quality (DEQ) regulations.

00290.30(b) Pollution Control Plan (PCP) - Add the following paragraph:

The PCP will be submitted to Agency for approval. Work under this Section shall not proceed until a fully approved PCP is obtained. The Engineer will process and return the PCP within 45 calendar days. If the Engineer fails to return the PCP within this period of time, the Contractor will not be entitled to any additional compensation; however, the Engineer will consider granting a time extension according to 00180.80.

00290.34 Protection of Fish and Fish Habitat - Add the following paragraph:

Comply with the Laws of the Oregon Department of Fish and Wildlife, the Washington Department of Fish and Wildlife, National Marine Fisheries Service, and U.S. Fish and Wildlife Service, and the rules and practices developed through the Oregon Plan for Salmon and Watersheds. Conduct operations to avoid any hazards to the safety and propagation of fish and shellfish in waters of the State and U.S.

00290.34(a) Regulated Work Areas - Add the following to the end of this subsection:

The regulated work area is the area below Ordinary High Water, which is 86.70 feet NGVD.

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- Perform no work within the regulated work area under the bridge or adjacent to the upland staging site.

Add the following subsection:

00290.34(c) Fish Protection Measures:

(1) General Requirements -

- Inspect and clean all equipment prior to operating it within 90 m (300 feet) of the Regulated Work Area. Check all equipment for fluid leaks. Remove external oil, grease, dirt, and caked on mud. Do not discharge untreated wash and rinse water into the Regulated Work Areas. Establish temporary impoundments to catch water from equipment cleansing, at least 90m (300 feet) from the Regulated Work Area and in locations so as not to contribute untreated wastewater to any flowing stream.
- Maintain hazardous material containment kits and spill containment kits on-site to facilitate the cleanup of hazardous materials spills for both dry-land spills and spills that could reach nearby waterways. Install hazardous material containment kits in instances where there is a potential for release of petroleum or other toxicants.
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State and U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the state and U.S.

(2) Water Intake Screening – If water pumping equipment is used, install, operate, and maintain fish screens on each water intake used for project construction, including pumps used to isolate an in-water work area. When drawing or pumping water from any stream, protect fish by equipping intakes with screens having a minimum 27% open area and meeting the following requirements:

- Perforated plate openings shall be 3/32 inch or smaller.
- Mesh or woven wire screen openings shall be 3/32 inch or smaller in the narrowest direction.
- Profile bar screen or wedge wire openings shall be 1/16 inch or smaller in the narrow direction.

Choose size and position of screens to meet the following criteria:

Type	Approach Velocity ¹ (Ft./Sec.)	Sweeping Velocity ² (Ft./Sec.)	Wetted Area of Screen (Sq. Ft.)	Comments
Ditch Screen	≤ 0.4	Shall exceed approach velocity	Divide max. water flow rate (cfs) by 0.4 fps	If screen is longer than 4 feet, angle 45° or less to stream flow

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Screen with proven self-cleaning system	≤ 0.4	–	Divide max. water flow rate (cfs) by 0.4 fps	–
Screen with no cleaning system other than manual	≤ 0.2	–	Divide max. water flow rate (cfs) by 0.2 fps	Pump rate 1 cfs or less
¹ Velocity perpendicular to screen face at a distance of approximately 3 inches ² Velocity parallel to screen				

Provide ditch screens with a bypass system to transport fish safely and rapidly back to the stream.

Add the following subsection:

00290.36(c) Avoid Nesting - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712).

- Remove existing bird nests only if no eggs or young are found.
- Immediately contact the Engineer, and inspector on-site if nests containing eggs or young are found.

If necessary, exclusionary measures for birds and bats may be implemented and paid for in accordance to 00196. In the event the Contractor fails to avoid nesting of native birds or bats, the Engineer may suspend the work according to 00180.70.

Add the following subsection:

00290.42 Work Containment Plan and System - A work containment plan (WCP) and a work containment system (WCS) are required on this Project for painting and surface preparation.

Develop and submit a WCP for approval at least 7 Calendar Days prior to mobilization. Maintain a copy of the WCP on the Project Site at all times during construction, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the WCP. Design the WCP to avoid or minimize disturbance to protected features (property, sensitive cultural or natural resources, the Regulated Work Area, or other features identified by Agency) related to Contractor operations.

Before developing the WCP, meet with Agency to review the Contractor’s activities that require a WCP and WCS and to ensure that all parties understand the locations of protected features to be avoided and the measures needed to avoid and protect them.

Notify the Project Manager at least 5 Calendar Days before beginning WCS construction activities.

The Agency reserves the right to stop work and require the Contractor to change the WCP methods and equipment before any additional Contract work, at no additional cost to the Agency, if and when, in the opinion of the Agency, that such methods jeopardize the safety

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of traffic, the integrity of the new structure, damage protected features, or destroy aquatic life or habitat in the Regulated Work Area.

Provide a WCP and a WCS according to the following:

(a) Work Containment Plan (WCP) - The WCP shall identify the prevention of delivery of construction debris, material or other contaminants to protected features, caused by the Contractor's construction operations including but not limited to mobilization, construction, maintenance, and demolition. Implement the WCP as approved. The WCP shall:

- Include relevant construction, operation, or demolition activities.
- Include a work containment system to provide complete containment measures that prevent construction waste, debris, rubble (for example: dust, concrete debris and saw cutting by-products, welding slag, and grindings) and work materials from damaging protected features.
- Not require any tree removal, clearing, or grubbing, unless approved by the Project Manager.
- Prohibit the use of treated timber.
- Prohibit the use of concrete form release agents within waters of the State and U.S., wetlands, drainage ditches, water quality facilities, or other water conveyances.
- Include full containment of fueling procedures.
- Require the WCS to be fire retardant or resistant to fire from welding slag, torch operation or any sparks from the Work.
- Require the WCS to be weather resistant.

00290.42(b) Work Containment System - Provide containment complying with 00594.05.

00290.90 Payment - Add the following paragraph(s) to the end of this subsection:

No separate payment will be made under this Section for the Work Containment Plan and System. Payment will be made under subsection 00594.90 Containment.

Payment will be payment in full for furnishing all materials, equipment, labor, and incidentals necessary to complete the work as specified. Payment includes providing and updating the work containment plan and for designing, constructing, maintaining, and removing the containment system.

No separate or additional payment will be made for orange plastic mesh fencing.

SECTION 00294 - REMOVAL AND DISPOSAL OF PAINT WASTE

Section 00294, which is not in the Standard Specification, is included in this project by special provision as follows:

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00294.00 Scope - Wherever paint removal is required for other construction purposes, that paint shall be treated as lead-based paint (LBP) and/or zinc chromate paint (ZCP) as set forth below.

00294.01 Responsibilities - Contain all paint grindings or debris and store and dispose of paint grindings or waste in compliance with all applicable rules and procedures set forth by ODEQ, OHD, Or-OSHA and the EPA.

Prior to lead paint removal, perform an employee-exposure assessment and provide documentation, exposure monitoring, employee training, medical surveillance, signage, respiratory protection and personal protective equipment, in accordance with 29 CFR 1910, 1926 and 1926.62; OAR 437 Division 3 Subdivision D; and all other applicable State and Federal regulations.

Set up containment that prevents the release of paint grindings or debris to the environment as described in Section 00290.42 Work Containment Plan and System.

Test the final paint waste for lead, chromium, cadmium, copper, zinc and any contaminants of concern contained in the blasting grit, using the toxicity Characteristic leaching procedure (TCLP) at a laboratory accredited under the Oregon Environmental Laboratory Accreditation Program (ORELAP) or National Environmental Laboratory Accreditation Program (NELAP). Use the analytical results and knowledge of process to prepare a hazardous waste determination according to 40 CFR 261 and OAR 340-101-033. Provide the results to the Engineer prior to removal of paint waste from the Project.

Store all paint grindings, paint chip debris, and any other potentially hazardous waste as hazardous waste until analytical results demonstrate it is non-hazardous. Ensure hazardous waste containers are clearly and visibly labeled with the contents and accumulation start date, compatible with the contents and in good condition. Store them in a designated weather-protected area that is secured from public access, has secondary containment adequate to contain a release, and has sufficient aisle space to safely maneuver containers and respond to spills (minimum 30 inches). Even if the amount of hazardous waste generated meets the Conditionally Exempt Generator (CEG) classification per 40 CFR 261.5, comply with the small quantity generator (SQG) requirements for storage and contingency planning. Such compliance includes limiting storage to 180 days or less and to 2,200 pounds or less, as well as posting a written modified contingency plan with emergency response procedures and contact information

If hazardous waste will be treated on-site, obtain approval from DEQ and the Engineer for each specific treatment or recycling process, treat wastes within accumulation tanks or closed containers that meet RCRA requirements, conduct treatment within the storage time for the applicable generator category, maintain current copies of all required notifications and waste analysis plans readily available on site and request DEQ technical assistance prior to starting any on site recycling or treatment. Note that treating paint grindings with a binding agent after removal from the structure constitutes on-site treatment. However, using grit that contains a binding agent during the removal process or applying a binding agent to the paint prior to removal does not constitute on-site treatment of a hazardous waste.

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Immediately notify the Engineer if the amount of hazardous waste generated (paint waste plus all other forms of hazardous waste generated on site) exceeds the CEG classification per 40 CFR 261.5. If the quantity of hazardous waste generated in a month changes the generator category, immediately implement the requirements for the new category and comply with them for the rest of the year. Complete the new documentation and training requirements within 30 days.

If the amount of hazardous waste generated or stored on the project exceeds the CEG requirements, or otherwise requires one, obtain a hazardous waste identification number from DEQ listing the Contractor as the generator using the following information on the application form:

- List Contractor as Site Contact, Site Operator, Hazardous Waste Form Contact and Hazardous Waste Fee Contact;
- List the Port of Hood River as Site Location, Land Owner and Legal Owner;
- Put the following statement in the comments section: [Contractor Name] is responsible for: all hazardous waste management on site for the duration of this construction project, for delivery of the waste to a permitted recycling or disposal facility, for all forms and fees associated with the hazardous waste management including cancellation of the ID# at the end of the project. The Port of Hood River is the owner of the waste and maintains long-term responsibility for the waste as required by RCRA, excluding any wastes generated solely from materials brought to the site by the Contractor, which remain the property of the Contractor.

Complete and sign all required manifests and bill-of-lading forms for proper transportation and disposal of lead based paint materials. Contractor may sign hazardous waste manifests for the off-site shipment of hazardous wastes as the "offeror" rather than as the "generator". Ensure that all regulatory requirements for transporting are complied with.

Maintain all required waste management records, including monthly hazardous waste generation records, manifests, recycling and disposal receipts, test results, and annual DEQ reports. Submit monthly records to the Engineer by the 15th day of the following month and submit DEQ reports to the Engineer concurrently with DEQ. Keep copies for at least 3 years following completion of the project and resolution of any regulatory violations or citations

00294.03 References:

Environmental Protection Agency, Title Code of Federal Regulation, 40 CFR, Parts 260 through 268.

OSHA Standards and Regulations, Title Code of Federal Regulation, 29 CFR, Parts 1910 and 1926.

Oregon Administrative Rules, Chapter 340, Divisions 100, 101, 102, 135 and 142

Oregon Administrative Rules, Chapter 437, Division 3, Subdivision D
Oregon Revised Statute Rules, Chapters 465 and 466

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00294.80 Measurement - No separate measurement will be made for quantities of paint waste materials.

00294.90 Payment - The accepted quantity of paint waste testing, removal, loading, transport, disposal and documentation will be paid for at the contract lump sum price for the pay item "Paint Waste Disposal".

Payment will be payment in full for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work as specified, including testing, handling, loading, placing of materials in Contractor supplied trucks, transport, and disposal of materials. Payment also includes all costs associated with worker training, work space monitoring, decontamination of equipment and tools, and preparing the Lead Compliance Health and Safety Plan.

SECTION 00594 - PREPARING AND COATING METAL STRUCTURES

Comply with Section 00594 of the Standard Specifications modified as follows:

00594.00 Scope – This work consists of preparing and spot coating Bridge No. 06645, a steel structure constructed in 1924 and extensively modified in 1938. There is lead in the existing bridge coating and it should be assumed that mill scale exists under all of the existing coating.

This work includes preparing, spot painting, and caulking the lower chord connections and 6 inches beyond. Lower chord connections in spans 12 thru 19 are the highest priority and shall be prepared and coated first. Lower chord connections in spans 1 thru 10 are a second priority and shall be prepared and coated after spans 12 through 19.

Lower chord members may also be prepared and spot coated as directed by the Engineer. Such work will be measured and paid in accordance to 00196.

594.01 (b) Definitions - Add the following after the definition for "skimming":

Spot Blast - Area where full removal of the existing coating is required within an area designated to be overcoated.

(c) References – add under last paragraph.

Society for Protective Coatings

SSPC-PA1	Shop, Field, & Maintenance Painting
SSPC-PA2	Measurement of Dry Paint Thickness with Magnetic Gages.
SSPC-Vis1	Guide and Reference Photos for Abrasive Blast Cleaned Steel
SSPC-Guide 6	Guide for Containing Debris Generated During Paint Removal Operations
SSPC-Guide 7	Guide for Disposal of Lead-Contaminated Surface Preparation Debris.
SSPC-SP1	Solvent Cleaning
SSPC-SP10/NACE No. 2	Near White Blast Cleaning

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American Society for Testing Materials

ASTM D 1475	Density of Liquid Coatings, Inks, and Related Products
ASTM D 4138	Dry Film Thickness of Protective Coating Systems
ASTM D 4285	Oil or Water in Compressed Air
ASTM D 4414	Wet Film Thickness
ASTM D 4417	Surface Profile Of Blast Cleaned Steel
ASTM D 4541	Pull-off Strength of Coatings
ASTM D 4940	Water Soluble Ionic Contamination of Blasting Abrasives
ASTM D 5532	Micaceous Iron Oxides for Paint
ASTM E 337	Measuring Humidity with a Psychrometer

Code of Federal Regulations

29 CFR Part 1910.6	Rules of Construction
29 CFR Part 1910.20	Access to Employees Exposure and Medical Records
29 CFR Part 1910.120	Hazardous Waste Operations and Emergency Response
29 CFR Part 1910.141	Sanitation
29 CFR Part 1910.1025	Lead
29 CFR Part 1926.16	Rules of Construction
29 CFR Part 1926.20	General Safety and Health Provisions
29 CFR Part 1926.21	Safety Training
29 CFR Part 1926.28	Personal Protective Equipment
29 CFR Part 1926.32	Competent Person
29 CFR Part 1926.51	Sanitation
29 CFR Part 1926.55	Gases, Vapors, Fumes, Dusts, Mists
29 CFR Part 1926.57	Ventilation
29 CFR Part 1926.59	Hazard Communication
29 CFR Part 1926.62	Lead
29 CFR Part 1926.103	Respiratory Protection
29 CFR Part 1926.200	Accident Prevention Signs and Tags
29 CFR Part 1926.353	Ventilation and Protection Welding, Cutting and Heating
29 CFR Part 1926.354	Welding, Cutting and Heating in Way of Preservative Coatings

Oregon Administrative Rules (OAR)

OAR 340 Division 101-108	Hazardous Waste Regulations
OAR 340 Division 021-0050	Fugitive Emissions Regulations
OAR 437 Division 2 – 1910.1025	Oregon OSHA General Industry
OAR 437 Division 3 – 1926.62	Oregon OSHA Construction

United States Department of Labor, Material Safety Data Sheets (MSDS)

594.03 – Precoating Conference

Add Personnel qualifications and training to the list of plans to be submitted.

Add clarification as follows:

A. Surface Preparation and Painting Plan

1. Provide written procedures for conducting the Work of this section including, but not limited to the preparation of surfaces; coating mixing, application method, and repair; recoat times and cleaning between coats; and the installation of sealant

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materials in those areas specified. Provide specific details for the preparation and painting of limited access areas, and for striping edges, corners, crevices, rivets, bolts, nuts, welds, and sharp edges.

2. Provide a comprehensive listing of the equipment that will be used for surface preparation and painting. Include a description of equipment repair and replacement capability, including the procedures that will be followed in the event of equipment failure so that lost production time is kept to a minimum. All equipment, materials, and vehicles brought to the site by the Contractor shall be clean and free of debris, including possibly hazardous material. A visual assessment of cleanliness shall be made by the Engineer prior to locating equipment at the contract site.

3. If temporary heating or lighting units are used, submit evidence of heating and lighting unit test acceptance by UL, FM, or other recognized association and information related to the type of fuel used in the heating units in such tests and to be used in Work of this Section. In addition, all heating and lighting must meet all State fire codes.

4. Provide the Pollution Control Plan and Work Containment Plan in accordance to 00290.30 and 00594.05. Identify the class of containment system, methods of protection, and work isolation procedures that will be followed to protect the surrounding environment, structures, equipment, and property from exposure to surface preparation and paint overspray or debris.

5. Identify the name and chemical composition of any detergents or solutions that will be used if it is necessary to clean the surface of one coat prior to the application of the next. Only detergents which are environmentally safe and which have no adverse effect to aquatic life are acceptable. Submit the MSDS sheets for the chemicals and detergents.

6. Identify the type and brand name of the abrasives and additives proposed for use. Provide MSDS sheets for all abrasives and additives.

7. Provide a written plan for rendering the waste material resulting from the paint removal operations non-hazardous and/or for minimizing the amount of waste generated, adhering to the options allowed for coating removal. Provide a written plan describing temporary storage measures. Provide a complete description of how and where the material is to be recycled. In addition, provide an "Emergency Contingency Plan" for any waste that escapes or spills as per the large quantity generator requirements.

B. Rust Inhibitor (if a rust inhibitor is proposed)

1. Provide the name, generic type, and MSDS for the proposed rust inhibitor.

2. Provide written application instructions from the manufacturer.

3. Provide a letter from the rust inhibitor manufacturer stating that the material is compatible with the paint system.

4. Provide a letter from the coating manufacturer stating that the material is compatible with the paint system.

C. Coating Materials

1. Identify the coating materials to be applied to all substrate types as specified in 00594.11 "Coating Materials." If it is proposed that materials or products other than those specified be used, submit product information in accordance with the requirements of the specification.

a) Confirm that all coating materials will be produced by the same manufacturer.

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- b) Provide the manufacturer's name, product names, product numbers, material product data sheets, VOC levels, and MSDS sheets.
- c) Provide the following composition ranges for each coat:

- Viscosity (Stormer @ 77° F) Ku, ASTM D 562
- % Total Solids by Weight, ASTM D 2369
- Volatile Organic Compounds (VOC), ASTM D 2369
- Weight per Gallon, ASTM D 1475
- Volume Nonvolatile Matter, ASTM D 2697
- Pigment Content, ASTM D 2371
- % Metallic Zinc in Primer, ASTM D 521
- Type and Quantity of micaceous iron oxide in the intermediate coat.

2. Provide written application instructions from the manufacturer:

- a) Fully describe mixing and pot life requirements, specified thinners and thinner amounts, recommended application equipment, coating dry film thickness, and recoat times as a function of surface and air temperature.

3. Provide the following coating material certifications:

- a) Moisture cured urethane coating system meets the specifications of 00594.11(e).
- b) Coating materials meet the specifications on the manufacturer's data sheets.
- c) The coating materials in the coating system are compatible.
- d) Coatings to be used do not contain lead or other hazardous heavy metals.
- e) The manufacturer has manufactured all coatings of the systems to be used on this project.

E. Quality Control Inspection Plan – Submit a quality control inspection plan that will be followed to confirm that all Work complies with the requirements of this Section.

The plan must include the following at a minimum:

- 1. Inspection organization chart including lines of authority and the experience, training, and qualifications of all quality control personnel.
- 2. Written inspection procedures for all phases of the Work, including the frequency of inspections that will be performed, and the procedures for correcting non-conforming work.
- 3. Written description of equipment to be used for surface preparation and coating application inspection, calibration procedures, frequency of calibration, and the methods for handling equipment that is found to be out of calibration.
- 4. The Contractor shall maintain a daily log of all quality control inspections and test results in compliance with the approved Quality Control Inspection Plan. A copy of the daily logs shall be submitted to the Engineer each week.

F. Qualifications – Provide evidence of the following:

- 1. Workers/Supervisors – Confirm that all workers and supervisors hold valid certification of completion of 29 CFR 1926.22 lead in construction training as required by special provisions 00294.00 and 00294.01.

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00594.05 Access and Containment for Field Preparation and Coating - Add the following to the end of this subsection:

Design calculations for the structural members of the bridge are not required if all of the following conditions are satisfied:

1. Total combined live load and dead load of all work platforms and containment installed on any span, including all personnel, equipment, materials, and collected debris or water, does not exceed 14 pounds per square foot.
2. Flexible containment materials will be removed at a safe wind speed not to exceed 50 mph, regardless of direction. Contractor shall continuously monitor and observe local wind conditions and forecasts. Contractor shall provide a written high wind plan describing a proposed system for removal of flexible containment materials, a proposed wind speed at which removal will commence, and a proposed method of wind speed measurement. Flexible containment materials shall not be installed on any containment until a high wind plan has been approved by the Engineer.

Projected area is defined as length parallel to roadway centerline x vertical height. Symmetrical placement of containment on spans means that the north end and south end of the span have the same square footage of containment, located the same distance from each end of the span. Working drawings submitted for containment structures shall include notes clearly defining dimensional limits and loading limits necessary to comply. Loading note shall identify the dead load of the work platforms and containment structures (in pounds per square foot), and shall identify the maximum allowable accumulations of collected debris or water (inches depth) allowed in conjunction with the number of workers allowed and the concentrated loads (in pounds) of equipment and materials that will be used within the structure.

Containment shall not intrude within an envelope 15 foot – 9 inches vertically above the roadway. Leading edge of rigid containment materials adjacent to or above traffic shall be tapered to minimize the risk of snagging by errant traffic.

Containment and work platforms shall not extend more than 10 feet below bottom of existing structure.

Containment and work platforms shall be removed during no-work periods exceeding 14 calendar days.

Flashing lights shall be placed under the containment system on all four corners of each installation in accordance with Federal regulations, marking the reduced navigational clearance. All navigation lights must be maintained in operational condition at all times during the project and shall be temporarily relocated if necessary in order to remain visible to marine traffic.

00594.10 Materials - Add the following to the end of this subsection:

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Provide the following coating materials:

00594.11(a) Coating System – Replace the bulleted items with the following bullet:

- Overcoating - intermediate and topcoat of the 3 coat moisture cured urethane plus a intermediate stripe coat

00594.11(b) Manufacturing – Replace sixth bulleted item with the following:

- Unless otherwise specified, conform to the following colors:
- Coating color for Bridge No. 06645 shall conform to Federal Standard 595B color #24272 for ODOT Green topcoat

00594.11(e) Specifications – Add the following:

(6) Recoating “Near White” (SP10) Cleaned Steel:

a. Primer

Generic Type: Zinc-filled, single-component, moisture-cured polyurethane
Vehicle Type: Moisture-cured polyurethane
Pigment Type: Zinc dust
Pigment Content: 80% minimum zinc by weight in dry film
VOC: 2.8 lbs/gal maximum
Volume Solids: 59% minimum

b. Intermediate Coat

Generic Type: Micaceous iron oxide-filled, single component, moisture-cured polyurethane
Vehicle Type: Moisture-cured, polyurethane
Volume Solids: 59% minimum
Pigment: A minimum of 2.9 lbs/gal of micaceous iron oxide
VOC: 2.8 lbs/gal maximum
Color: Tinted to distinguish from primer and top coat

c. Topcoat

Generic Type: Single-component, moisture-cured, aliphatic polyurethane
Vehicle Type: Moisture-cured, aliphatic polyurethane
Volume Solids: 60% minimum
Finish: Gloss
VOC: 2.8 lbs/gal maximum
Color: Federal Standard 595b Color No.24272 (ODOT green topcoat)

00594.12. Caulking Materials – add the following.

1. Provide the name, generic type, and MSDS for the proposed caulk.
2. Include a letter from the coating manufacturer stating acceptance of the caulking materials for use with the coating system.

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3. Provide letters from the caulking manufacturers stating that the materials are suitable for the intended use.
4. Provide written application instructions from the caulk manufacturers. Include the type of equipment needed for application, mixing and application procedures, temperature and weather restrictions for application and curing, thickness requirements, and drying times for overcoating or exposure to weather.

Change “caulking color shall be clear” to “caulking color to shall be clear or black.”

00594.41(b) Existing Steel Structures - Replace this subsection with the following:

(b) Existing Steel Structures – Prepare existing steel structure surfaces to be coated (full coating replacement) according to SSPC-SP 10, "Near White Blast Cleaning" with the appearance of the blast-cleaned surface to closely approximate Pictorial Standard SP 10 of SSPC-Vis 1 or clean to SSPC-SP 12, "High and Ultrahigh Pressure Water Jetting", cleaned to visual condition WJ-2.

If water jetting is used, only light flash rust will be allowed prior to any coating application. Light flash rust is defined as a degree of flash rust that will not stain a white cloth lightly wiped across the surface.

00594.42(e)(5) Cleaning Procedures – Add the following to this subsection:

Locations to be cleaned and coated are:

- Lower chord connections plus 6 inches beyond, Spans 12 thru 19 and Spans 1 thru 10.
- Other locations as directed by the Engineer.

00594.43 Coating Materials –

(d) Coating Requirements:

(1) **Number of Coats and Film Thickness** – Add the following subsection:

f. Recoating “Near White” (SP10) Cleaned Steel:

Coat	Formula	Min. Dry Film Thickness
Stripe	Zinc-filled single-component moisture-cured polyurethane	(3 mils)
Prime	Zinc-filled single-component moisture-cured polyurethane	3 mils
Stripe	Micaceous iron oxide-filled single component, moisture-curing polyurethane	(3 mils)
Intermediate	Micaceous iron oxide-filled single component, moisture-curing polyurethane	3 mils
Topcoat	Single component, moisture-curing polyurethane	2 mils
TOTAL (not including Stripe Coats)		8 Mils

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Add the following subsection:

00594.75 Coating System Warranty - Unconditionally warrant to the Agency that all coating work and the coating system(s), both above deck and below deck, performed and applied on this Project are and shall be free of all defects for a period of 36 months. Provide a written 36 month coating system warranty and related supplemental warranty performance bond for Structure No. 06645. Use the Agency-supplied warranty form. Copies of the coating system warranty and supplemental performance bond are included near the front of the Special Provisions (also see 00130.40(a)).

For purposes of this warranty, coating system defects are defined as:

- Visible rust or rust breakthrough
- Blistering, cracking or alligating
- Chalking or fading
- Loss of adhesion
- Cohesive failure

Upon notification of defects, correct all defects at no additional cost to the Agency. The Agency inspection of any portion of the work during the original Contract preparation and during the coating system application will not relieve the Contractor of its obligations under this warranty.

The period shall be for 36 months, starting at the issuance of the Second Notification. During this 36 month warranty period, the Agency will inspect the coating system for defects three times, at 12, 24 and 36 months after issuance of the Second Notification. The Contractor will be notified in advance of each inspection and will be permitted to accompany the Agency inspector. Within 30 calendar days from the date of written notification that defects were found, make repairs to the coating system that meet the original Contract requirements.

00594.90(b) Existing Metal Structures - Replace this subsection with the following:

00594.90(b) Existing Metal Structures - The accepted quantities for preparing and coating existing metal structures will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Containment	Lump Sum
(b) Surface Preparation	Lump Sum
(c) Coating Application and Materials	Lump Sum

Item (a) includes designing, erecting, securing, and moving access platforms and containment structure, and containment worker protection requirements.

Item (b) includes preparing existing metal surfaces in areas identified for full removal of existing coatings.

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Item (c) includes coating and coating materials for existing metal surfaces in areas identified for full removal of existing coatings.

Partial payments of items (b) and (c) will be made only for portions of the structure that have been prepared and coated with all coats specified. The partial payment will represent an estimate of the work completed as a percentage of the total coating system work to be done for that section.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for correction of damages described in 00594.60.

