

DATE: June 22, 2011

Addenda No. 1

TO: PLAN HOLDERS

PREPARED BY: Ryan Moore.

APPROVED BY: Steve Litchfield, P.E.

SUBJECT: Columbia River (Hood River Interstate) Bridge #06645
Hood River, OR and White Salmon, WA Highways
Hood River, OR and Klickitat, WA Counties
Lower Chord Paint Rehabilitation Project
(Bids to be opened and read June 30, 2011)

The following changes are made to the Project Bid Booklet:

1. TITLE page – Replace the date “June 23, 2011” with “June 30, 2011”.
2. DESCRIPTION OF WORK page - The first sentence under TIME AND PLACE OF RECEIVING BIDS is replaced with the following:

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 30th day of June, 2011.

3. COATING SYSTEM WARRANTY (36 MONTH) – Replace this form with the attached revised form.

Make a copy of and use the new attached Coating System Warranty Form. A Bid **not** including this new Bid Sheet **may be rejected as non-responsive**.

4. PUBLIC IMPROVEMENT CONTRACT – Replace this form with the attached revised form.

Make a copy of and use the new attached Public Improvement Contract form. A Bid **not** including this new Public Improvement Contract Form **may be rejected as non-responsive**.

5. The following changes are made to the Project Bid Items:

a. Quantity changes:

<u>Number</u>	<u>Item</u>	<u>Quantity</u>	
		<u>Original</u>	<u>New</u>
0010	Mobilization	blank	ALL

0020	Temporary Work Zone Traffic Control	blank	ALL
0030	Flaggers	blank	1500
0040	Pollution Control Plan	blank	ALL
0050	Paint Waste Disposal	blank	ALL
0060	Containment (Spans 12-19)	blank	ALL
0070	Surface Preparation (Spans 12-19)	blank	ALL
0080	Coating Application & Materials (Spans 12-19)	blank	ALL
0090	Containment (Spans 1-10)	blank	ALL
0100	Surface Preparation (Spans 1-10)	blank	ALL
0110	Coating Application & Materials (Spans 1-10)	blank	ALL

Make a copy of and use the new attached Bid Sheet, now labeled as Appendix 1-A. A Bid **not** including this new Bid Sheet **may be rejected as non-responsive**.

The following changes are made to the Project Special Provisions:

1. TITLE page – Replace the date “June 23, 2011” with “June 30, 2011”.
2. DESCRIPTION OF WORK page - The first sentence under TIME AND PLACE OF RECEIVING BIDS is replaced with the following:

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 30th day of June, 2011.

3. Subsection 00120.00 – Prequalification of Bidders – Add the following paragraph to this subsection:

Each bidder shall submit evidence with their bid that they are currently prequalified for bridge painting projects with ODOT. In lieu of ODOT prequalification, bidders shall submit evidence of financial responsibility and competency. Evidence of financial responsibility shall consist of the completed financial questionnaire and financial documents referenced by therein. Evidence of financial responsibility need not be submitted if bidder is currently prequalified for bridge painting projects with ODOT. Evidence of competency shall be as specified in 00120.06.

4. Section 00120.02 – Prequalification for Bidders – Delete this subsection.
5. Subsection 00120.06 – Evidence of Competency – Replace this subsection with the following:

00120.06 Evidence of Competency – The Prospective Bidder submittals shall submit evidence of competency to perform the work. All bidders shall submit evidence as requested in 00120.06 A. Only bidders which are not currently prequalified to perform bridge painting with ODOT are required to submit evidence in parts B, C, and D.

A. 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.

B. 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.
- 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

C. 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.

D. Contactor Company References

Contactor shall 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.

6. Subsection 00120.07, Replace the bulleted items with the following:

1. Evidence of Financial Responsibility – Evidence of bidder is currently prequalified with ODOT **OR** financial questionnaire and referenced financial documents
2. Evidence of Competency – Evidence that bidder is prequalified for bridge painting projects and personnel qualifications as referenced in 00120.06A **OR** Personnel qualifications, company experience, safety and health compliance, and references referenced in 00120.06 A, B, C, and D.
3. Proposal (Bid Form) Fully Executed. Complete the Proposal in clearly written ink or typed characters. Changes may be made provided all changes are initialed.
4. 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.
5. Bidders Certification (Public Improvement Contract Form).
6. 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.
7. Power-of-Attorney for Surety's Agent to execute Bidder's Bond. This includes completed Payment and Performance Bond forms.
8. Completed Pricing Submittal Form.
9. Completed First-Tier Subcontractor disclosure form, if applicable.
10. Completed Certificate of Insurance Form
11. Coating System Warranty Form

7. Subsection 00120.15 Examination of Plans, Specifications, and Site – Add the following:

The 2007 Paint Condition Inspection, Coating Assessment, and Specifications, Hood River Bridge prepared by Burgess and Niple, including photographs and test results, is available by request from the Port of Hood River. The report is provided for information only and the site conditions are not warranted by the Port. Prospective bidders are encouraged to perform their own inspection of the bridge.

8. Subsection 00120.40 – Preparation of Bids – Replace the second and third paragraphs with the following:

Required Information shall be submitted on the forms specified in 00120.07.

9. Section 00120.65 – Opening and Comparing Bids – Replace June 23, 2011 with June 30, 2011.

10. Subsection 00180.01 – Funding and Schedule Limitations – Replace the Fiscal Year and Construction Budget Table with the following:

<u>Fiscal Year</u>	<u>Construction Budget</u>
July 1, 2011 and June 30, 2012	\$1,300,000
July 1, 2012 and June 30, 2013	\$1,100,000**

** If necessary, additional budget may be obtained with Port Commission Approval.

11. 199.40 – Claim Decision, Review, Exhaustion of Administrative Remedies – Replace this subsection with the following:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – The Agency intends to resolve all claims at the lowest possible administrative level. If the Engineer denies the claim for additional compensation or a combination of additional compensation and Contract Time, in full or in part, according to 00199.40(a), the Contractor may request review of the denial. The disputed claim for additional compensation or a combination of additional compensation and Contract Time may then be resolved, in full or in part, at any of the four progressive steps of claim review procedure as specified in (b) through (e) of this Subsection. If the Engineer has denied a claim, in full or in part, for Contract Time according to 00195.95, those disputed claims may then be resolved, in full or in part, at any of the four progressive steps of claim review procedure as specified in (b) through (e) of this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

(a) Decision by the Engineer – The Engineer will, as soon as practicable, consider, investigate, and evaluate a Contractor's claim for additional compensation, or for a combination of additional compensation and Contract Time, if submitted as required by 00199.30.

If the Engineer determines that additional information or documentation is needed to allow proper analysis of the claim, the Contractor shall meet with the Engineer within 14 Calendar Days, or as otherwise agreed by the parties, to present the additional information or documentation, or make other arrangements with the Engineer to supply that material.

The Engineer will advise the Contractor of the decision to accept or deny the claim, and the reasons for any full or partial denial of the claim, within 30 Calendar Days of receipt of the Contractor's claim, or the receipt of requested additional information or documentation regarding the claim, whichever is later, unless the Engineer and Contractor have agreed upon a longer response time. If the Contractor does not accept the Engineer's decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review of Step 1 (see (b) below).

(b) Step 1: Agency Review – The Contractor shall request that the Engineer arrange a meeting with the Agency reviewer in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency’s receipt of the request, or as otherwise agreed by the parties.

If the Agency reviewer determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the reviewer will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The Agency reviewer will provide a written decision to the Contractor within 30 Calendar Days after receiving requested Contractor information or documentation.

If the Contractor does not accept the Step 1 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 2 (see (c) below).

(c) Step 2: Arbitration;

(1) All Claims – At this step, the claim will be resolved by binding arbitration before a single arbitrator according to the Construction Industry Arbitration Rules of the American Arbitration Association or such other arbitration service and rules as agreed by the parties.

Arbitration filing costs and any arbitrator’s fees will be divided equally between the Agency and the Contractor.

(d) Step 3: Litigation;

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation, Lawsuits must be properly filed in a court of competent jurisdiction within six months from the date of the final decision that exhausted the Contractor’s available administrative remedies under this Section 00199.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Hood River County Circuit Court for the State of Oregon; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within

Columbia River (Hood River Interstate) Bridge #06645
Hood River, OR and White Salmon, WA Highways
Hood River, OR and Klickitat, WA Counties
Lower Chord Paint Rehabilitation Project
(Bids to be opened and read June 30, 2011)

Addendum 1

the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the Agency on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from any jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

These changes will be included in the Contract for this Project. It is understood that your Bid will be submitted accordingly.

Make copies of the new Bid Sheets to replace the Special Provisions Bid Schedule Sheets.

Attachments: Revised Bid Sheets
Revised Coating System Warranty Form
Revised Public Improvement Contract Form
Financial Questionnaire Form

4. How many full and part-time employees does your firm employ?

Status	#	Comments
Full-time		
Part-time		

5. Revenue sources. What are your gross revenues for the most recent period (fiscal year)?

What fiscal year end date are these figures from?	
Revenue from Other Government	
Revenue from Private Clients	

6. Copy of most recent Balance Sheet and Income Statement.

7. Letter from CPA as to Qualification of the statements.

Appendix 1-A
Port of Hood River

Hood River Bridge Lower Chord Connection Painting Project
Tabulation of Bids

Section 0001 Temporary Features and Appurtenances

Item No.	Item Code / Alt	Item Description	Quantity	Unit	Unit Price	Amount
0010	0210-0100000A	MOBILIZATION	ALL	Lump Sum		
0020	0225-0100000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	ALL	Lump Sum		
0030	0225-0168000T	FLAGGERS	1500	Hr.		
0040	0290-0100000A	POLLUTION CONTROL PLAN	ALL	Lump Sum		
0050	0290-0102000A	PAINT WASTE DISPOSAL	ALL	Lump Sum		

Subtotal Section 0001

Section 0002 Bridge #06645 Spans (12-19) Lower Chord Connections

Item No.	Item Code / Alt	Item Description	Quantity	Unit	Unit Price	Amount
0060	0594-0101000A	CONTAINMENT	ALL	Lump Sum		
0070	0594-0103000A	SURFACE PREPARATION	ALL	Lump Sum		
0080	0594-0104000A	COATING APPLICATION & MATERIALS	ALL	Lump Sum		

Subtotal Section 0002

Section 0003 Bridge #06645 Spans (1-10) Lower Chord Connections

Item No.	Item Code / Alt	Item Description	Quantity	Unit	Unit Price	Amount
0090	0594-0101000A	CONTAINMENT	ALL	Lump Sum		
0100	0594-0103000A	SURFACE PREPARATION	ALL	Lump Sum		
0110	0594-0104000A	COATING APPLICATION & MATERIALS	ALL	Lump Sum		

Subtotal Section 0003

TOTAL ALL SECTIONS

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. Port has contracted for preparing and coating structural steel on the Columbia River
(Hood River Interstate) Bridge.

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 Port 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)

**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: Lower Chord Connection Paint Rehabilitation Project;

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) Certificate of Insurance
- H) Notice of Intent to Award
- I) Notice to Proceed
- J) Prevailing Wage Rates
- K) DRAWINGS prepared for/or issued by Port
- L) SPECIFICATIONS prepared for/or issued by Port
- M) Coating System Warranty
- N) 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.
Project Completion: June 30, 2013.

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 \$1100, for each day of delay beyond the completion day identified above.

Representatives

Unless otherwise specified in the Contract Documents, the Port designates HNTB Corporation, 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 _____