

PORT OF CASCADE LOCKS

BRIDGE OF THE GODS TRUSS IMPACT REPAIRS

INVITATION FOR BIDS

JANUARY 2020

**PROJECT MANAGER:
KEVIN CHRISTIANSEN
HDR ENGINEERING
1050 SW 6TH AVENUE, SUITE 1800
PORTLAND, OR 97204-1134
PHONE: 503-995-2736**

Port of Cascade Locks

DATE: January 17, 2020

INVITATION TO BID

TRUSS IMPACT REPAIRS

Deliver proposals to:

Brittany Berge, Special Project Coordinator
Port of Cascade Locks
427 Portage Road (PO Box 307)
Cascade Locks, OR 97014
No Electronic Submittals will be accepted.

Refer all questions in writing to:

Kevin Christiansen, Project Manager
HDR Engineering
1050 SW 6th Avenue, Suite 1800
Portland, OR 97204-1134
Email: kevin.christiansen@hrdinc.com

All questions must be received by 5:00 PM, January 31, 2020

Proposals due: By 2:30 PM, February 06, 2020

Envelopes must be sealed, plainly marked "Truss Impact Repairs", along with the information required by the Bid Instructions, and delivered to the attention of Brittany Berge, and include the name and address of the Contractor. Respondents must submit one (1) bound copy of the bid. The Port reserves the right to reject any or all proposals.

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INVITATION TO BID

Truss Impact Repairs

The Port of Cascade Locks (“Port”) is requesting bids for repair work on the steel truss and steel grid deck of the Bridge of the Gods (Br. #02592) at truss panel point 46 near the Washington side. The scope of work includes steel member and rivet removal, installation of new steel members by field welding and bolting, preparing and coating of steel members in both shop and field, and heat straightening of damaged steel members in the field.

Sealed, written Bids addressed to Port of Cascade Locks, and marked “**Truss Impact Repairs**” must be received by Brittany Berge, Special Projects Coordinator, at the office of the Port of Cascade Locks, 427 Portage Road, Cascade Locks, Oregon 97014, no later than 2:30 p.m. local time, on February 06, 2020. No electronic submittals will be accepted. All Bids will be publicly opened and read at the time and place listed in the Schedule of Dates. A Contract for work will be awarded or bids may be rejected, separately or entirely, within thirty (30) days after opening, but the Port intends to issue a Notice of Intent to Award within seven (7) days after opening bids.

The Port has prepared construction plans and special provisions as part of the Contract Documents.

Contract Documents for this Invitation to Bid may be obtained from Brittany Berge at the office of **Port of Cascade Locks, 427 Portage Road, Cascade Locks, Oregon 97014, (541)374-2402**. Prospective Bidders who receive the Contract Documents must provide the name and email address of the prospective Bidder’s primary contact for purposes of receiving communications relating to this Invitation to Bid, including possible addenda. It is the responsibility of Prospective Bidders to ensure that they receive and read all addenda issued. Any questions regarding an interpretation of the Contract Documents must be in writing and directed to **Kevin Christiansen, Project Manager, by email to kevin.christiansen@hrdinc.com**. All such interpretations will be provided in writing and only written interpretations by the Port’s designee may be relied on.

Bids must be submitted on the prescribed form and accompanied by the appropriate bid security specified in the Contract Documents.

All Bids shall identify whether the bidder is a “resident bidder,” as such term is defined in ORS 279A.120. All Bids shall address whether the Bidder is required to be licensed under ORS 468A.720. The Port may not receive or consider a Bid unless the Bidder is licensed by the Oregon Construction Contractors Board. The project is a public improvement under Oregon law and the Port will not receive or consider any Bid unless it contains a statement that the Bidder will comply with all applicable prevailing wage requirements.

The Bidder awarded the Contract must provide proof of required insurance within seven (7) days of receiving the Notice of Award. Complete descriptive literature, as required by the Contract

Documents, shall be submitted with the bid for the Port's review and evaluation.

Bidders are required to review the public contracting procedures set forth in ORS 279 subchapters A and C. The Port may reject any Bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b). The Port may reject any or all Bids after finding that doing so is in the public interest.

Prices quoted shall remain firm for a period of thirty (30) days from the deadline for bid submittals.

Before a contract will be awarded for the work contemplated herein, the Port will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest responsible bidder to perform the size and type of work specified under the Contract Documents. Upon request, the Bidder shall submit such additional information as deemed necessary by the Port to evaluate the Bidder's qualifications.

Dated this 17th day of January, 2020.

PORT OF CASCADE LOCKS

By 
Olga Kaganova, General Manager

****END OF SECTION****

SCHEDULE OF DATES

Project Title: Truss Impact Repairs

Key Dates:

Release Invitation to Bid documents	January 17, 2020
Mandatory Pre-Bid Meeting (House 3 Bldg.)	January 24, 2020; 10:00 A.M.
Deadline to Ask Project Questions	January 31, 2020, 2019; 5:00 P.M.
Deadline for Bid Submission	February 6, 2020; 2:30 P.M.
Bid Opening, Port of Cascade Locks Pavilion	February 6, 2020; 3:00 P.M.
Notice of Intent to Award Distributed (tentative)	February 13, 2020
Port Approval (tentative)	February 20, 2020
Notice of Award Distributed (tentative)	February 21, 2020
Commencement of Contract (tentative)	February 27, 2020
Substantial Completion of Project	May 8, 2020
Completion of Project	May 22, 2020

SECTION 1 INSTRUCTIONS

1.01 INSPECTION OF SITE

Bidders are encouraged to inspect the site of the work to satisfy themselves by personal examination or by such other means as they may prefer, of the location of the proposed work, and of the actual conditions of and at the site of work.

A **Mandatory Pre-Bid Meeting** will be held on Friday January 24, 2020 at 10:00 a.m. in the House 3 building in Marine Park.

Bridge access will be provided following the Mandatory Pre-Bid Meeting for those interested. If during the course of his/her examination a Bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the Contract Documents, Bidder may apply to the Owner, in writing, for additional information and explanation before submitting a Bid.

Submission of a Bid by the Bidder shall constitute acknowledgement that, if awarded the contract, the Bidder has relied and is relying on his/her own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on his/her own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the contract.

The information provided by the Owner is not intended to be a substitute for, or a supplement to, the independent verification by the bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder.

1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each Bidder shall thoroughly examine and be familiar with the Contract Documents, as defined in the Contract. Submission of a Bid shall constitute acknowledgment upon which the Owner may rely that the Bidder has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a Bidder to examine any of the Contract Documents shall in no way relieve him/her from any obligation with respect to his/her bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the work.

1.03 INTERPRETATION OF CONTRACT DOCUMENTS

Bidders, prospective subcontractors, manufacturers and suppliers may request interpretation of the Contract Documents prior to bid opening. Requests shall be directed in writing to the Project Manager identified in the Contract Documents.

Requests to clarify the source of materials, equipment, suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the Project Manager other than a response to the Bidder requesting the clarification. Requests to clarify possible ambiguous, conflicting or incomplete statements or designs, or any other such

clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum by the Owner for the interpretation to become effective. **Addenda will be issued in writing, by email, and any prospective Bidder must provide Owner with the name and email of a contact person for the purpose of receiving agenda.**

1.04 BID DOCUMENTS

A. BID FORMS:

1. PREPARATION OF BIDS: Bidders shall use only the Bid forms provided in the Contract Documents. **All blank spaces in the Bid form must be filled in**, preferably in black ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts in words shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.
 - a. Bidders shall acknowledge receipt of all addenda in the Bid, if any. Bids received without acknowledgment of receipt of all addenda issued, if any, will be considered incomplete.
2. BID PRICES: Bid prices shall include everything necessary for the completion of the work including, but not limited to, obtaining permits and providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for federal, state and local taxes.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount Bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount Bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts shall govern, and the correct total shall be deemed to be the amount Bid.

3. BIDDER'S SIGNATURE AND AUTHORITY: If the Bid is made by an individual, that individual's name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown; if made by a corporation, the Bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, or limited liability company and the title of the person who signs on behalf of the entity. If the bid is made by a joint venture, the Bid shall be signed by a representative of each of the joint venture firms.

4. **BID IRREGULARITIES:** Each Bid and the information requested shall be enclosed in a sealed envelope and labeled with the Project title and Bidder's company name, address, and contact information as specified in the Invitation to Bid. Bidders are warned against making erasures or alterations of any kind, and bids which contain omissions, erasures, or irregularities of any kind may be rejected. No oral, telegraphic, or telephonic Bids or modifications will be considered.
5. **MODIFICATION OF BID:** Modification of a Bid already received will be considered only if the modification is received prior to the time established for receiving Bids. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.
6. **WITHDRAWAL OF BIDS:** At any time prior to the time established for receiving Bids, a Bidder may withdraw his/her Bid. A Bidder desiring to withdraw shall give written notice to the Owner in the same manner as the Bid is submitted.

B. TYPE OF BID:

Bids will include multiple bid items, some on a lump sum basis and some on a unit price basis. The total amount to be paid the Contractor shall be the sum of each bid item.

C. BID GUARANTEE

The Bid form shall be accompanied by a bid guaranty bond provided by a guaranty company authorized to carry on business in the State of Oregon for payment to the Owner in the sum of ten (10%) percent of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the Owner in the sum of ten (10%) percent of the total amount of the bid price. The bid guaranty bond shall be provided on the form included in Section 4, or on a form substantially similar to that form, provided that material changes to the form provided may result in the Bidder being deemed non-responsive. The amount payable to the Owner under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the Owner as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the Owner the required performance and payment bond provided in Section 7; evidences of insurance; and to enter into, execute, and deliver to the Owner the Contract of the form provided in Section 6, within seven (7) calendar days after receiving written notice from the Owner that the award has been made and the contract is ready for execution.

D. LIST OF SUBCONTRACTORS

Bidders are required to disclose the following information about first-tier subcontractors when the contract amount of a first-tier subcontractor is greater than

or equal to (a) 5% of the project bid, but at least \$15,000, or (b) \$350,000 regardless of the percentage.

- a. Name
- b. Address
- c. CCB#
- d. Contract Amount

The disclosure of such first-tier contractors must occur within two (2) working hours after the deadline for submitting Bids on a form substantially in the form required by ORS 279C.370(2).

1.05 BIDDER CERTIFICATIONS

A. ADDENDA:

Each Bid form shall include specific acknowledgment, in the space provided, of receipt of all addenda issued and mailed by the Owner during the bidding period. Failure to so acknowledge may result in the Bid being rejected as not responsive.

1.06 POSTPONEMENT OF OPENING

The Owner reserves the right to postpone the date and time for receiving and/or opening of Bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be provided to Bidders in the form of addenda.

1.07 REJECTION OF BIDS

A. IRREGULAR BIDS:

The Owner reserves the right to reject Bids which are incomplete, obscure, or irregular; Bids which omit a Bid on any one or more items for which Bids are required; Bids which omit unit prices if unit prices are required; Bids in which unit prices are unbalanced in the opinion of the Owner; Bids accompanied by insufficient or irregular bid security; and Bids from Bidders who lack the required experience.

B. COLLUSION:

If the Owner has reason to believe that collusion exists among Bidders, the Owner will reject the Bids of the known participants in such collusion and may, at its option, require that all Bidders certify under penalty of perjury that no collusion has occurred or exists. The Owner also, at its option, may reject all Bids received.

1.08 RETURN OF BID GUARANTIES

Within 15 calendar days after the Bids are opened, the Owner will return the bid securities accompanying the Bids which are not to be considered in making the award. All other Bid securities will be held until the contract has been fully executed; after which, they will be returned to the respective Bidders whose Bids they accompanied.

1.09 AWARD OF CONTRACT

Within thirty (30) calendar days after the date of opening Bids, the Owner will act either to accept a Bid or to reject all Bids. Acceptance of a Bid will be evidenced by a Notice of Intent to Award a contract in writing, via U.S. Postal Service mail, and faxed or emailed to the Bidder whose Bid is accepted (sometimes referred to herein as “Contractor”). No other act of the Owner shall constitute acceptance of a Bid. The acceptance of a Bid shall obligate the Bidder, whose Bid is accepted, to furnish performance and payment bonds and evidences of insurance, and to execute the agreement set forth in the Contract Documents.

The Owner will award a contract to the most qualified, responsive, lowest responsible Bidder on the basis of the evaluation process described in the Invitation to Bid.

1.10 BASIS OF AWARD

The award will be made by the Owner, in accordance with ORS 279C.375, to the most qualified, responsive, lowest responsible Bidder.

1.11 ELIGIBILITY REQUIREMENTS

Acceptable Bidders shall have experience performing bridge steel truss rehabilitation work including heat straightening of damaged steel. In the Bidder’s Experience Form in Section 10, Bidders shall list the four most recent projects for which truss rehabilitation work was provided.

1.11 EXECUTION OF CONTRACT

The Contract agreement as provided in Section 6 shall be executed in triplicate by the successful Bidder and returned with the performance and payment bonds and evidences of insurance, within seven (7) calendar days after receiving written notice of the award of the contract. After execution by the Owner, one copy of the agreement shall be returned to the Contractor.

1.12 LABOR REQUIREMENTS

A. WAGE DETERMINATION

Contractor shall comply with the statutes that wages to be paid on this project shall be no less than the minimum listed in the Prevailing Wage Rates for Public Works in Oregon, published by the State of Oregon, Bureau of Labor and Industries, in effect at the time this project was first advertised.

B. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:

The Contractor shall comply with all state and federal laws and county and local ordinances and regulations which in any manner affect those engaged or employed in the work.

****END OF SECTION****

SECTION 2

DESCRIPTION OF PROJECT AND SCOPE OF WORK

Description of the Project:

The Port of Cascade Locks (“Port”) is requesting bids for repair work on the steel truss and steel grid deck of the Bridge of the Gods (Br. #02592) at truss panel point 46 near the Washington side. The scope of work includes steel member and rivet removal, installation of new steel members by field welding and bolting, preparing and coating of steel members in both shop and field, and heat straightening of damaged steel members in the field.

DESCRIPTION OF PARTS OF CONTRACT WHICH ARE NOT BOUND HEREIN

(1) Standard Specifications

The “2018 Oregon Standard Specifications for Construction” as published by the Oregon Department of Transportation.

Copies of the “2018 Oregon Standard Specifications for Construction,” may be purchased from Oregon Department of Transportation by calling Contractor Plans Office, (503) 986-6936.

(2) Plans

Applicable Plans, either separate from the Special Provisions or included within the Special Provisions.

Copies of the plans will be furnished by the Project Manager.

****END OF SECTION****

**SECTION 3
BID PROPOSAL**

**PROJECT IDENTIFICATION:
Truss Impact Repairs**

THIS BID IS SUBMITTED TO:

PORT OF CASCADE LOCKS

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Contract Documents, including without limitations those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Contract Documents within seven (7) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Contract Documents and the following Addenda, receipt of which is hereby acknowledged:

Addenda No. _____ through _____
 - (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
 - (d) BIDDER has carefully studied the plans and specifications which have been provided in the Contract Documents.
 - (e) BIDDER is aware of the general nature of Work to be performed by CONTRACTOR and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from the site visit, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - (g) BIDDER has given the PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by the PROJECT MANAGER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
 - (i) BIDDER, is/is not (circle one) a resident Bidder in the State of Oregon.
 - (j) BIDDER, is/is not (circle one) registered with the Oregon Construction Contractors Board.
 - (k) That the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be included in this contract if the contract amount exceeds \$50,000.
 - (l) Bidder agrees that if awarded the contract, he/she will complete the Work within the time frame specified in the Project schedule in the Agreement.
4. BIDDER will complete the Work in accordance with the Contract Documents for the sum established in the Bid Schedule.

Base Bid for Truss Impact Repairs:

_____ Dollars \$ _____
 (Written dollar amount)

The above Bid amounts include all fees, taxes, profit, overhead, and any other charges (other than permit fees) required to complete the Work.

5. BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of

calendar days indicated in the Contract Documents. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security, consisting of _____ in the amount of _____, which is not less than ten percent (10%) of the total bid amount.
7. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
8. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on _____, 20__.

State Contractor License No. _____

If BIDDER is:

An Individual

Printed Name

Signature

Doing Business as _____

Company Name and Address

Phone Number

Email Address

A Partnership or Limited Liability Partnership

Printed Name

Signature of General Partner

Doing Business as _____

Company Name and Address

Phone Number

Email Address

A Corporation or Limited Liability Corporation

Corporation Name

Printed Name of Person who Signs on Behalf of Corporation

Title of Person who Signs on Behalf of Corporation

Signature of Person who Signs on Behalf of Corporation

Corporate Seal

Attest _____
Secretary

Business Address

Phone Number

Email Address

Date of Qualification to do business is _____

A Joint Venture

(SEAL)

Printed Name

Signature

Company Name and Address

Email Address

(SEAL)

Printed Name

Signature

Company Name and Address

Email Address

Contact Name and Address for Receipt of Official Communications

Phone Number

Email Address

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

****END OF SECTION****

**SECTION 4
BID BOND**

BOND NO: _____

AMOUNT: \$ _____

_____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Port of Cascade Locks, hereinafter called the Obligee, each in the penal sum of _____ percent of the total amount of the bid of the Principal for the work, this sum not to exceed _____ dollars (\$ _____) of lawful money of the United States for the payment thereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for construction of the **Truss Impact Repairs Project**.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with the required evidences of insurance, and if the Principal within the time specified in the bid gives to the Obligee the performance and payment bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety shall be considered to be in default and will pay to the Obligee the difference between the total amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party for the Project; provided, however, that the Surety's liability will not exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED this _____ day of _____, 2020.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature for Surety

Title of Signatory

****END OF SECTION****

**SECTION 5
RESIDENT/NONRESIDENT BIDDER STATUS**

Oregon law requires the Port of Cascade Locks, in determining the lowest responsive bidder, to add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which that bidder resides. Consequently, each bidder must indicate whether it is a resident or nonresident bidder. A resident bidder is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid, has a business address in Oregon, and has stated in its bid that the bidder is a "resident bidder." A "nonresident bidder" is a bidder who is not a resident bidder.

The undersigned bidder states that it is: (check one)

- 1. A resident bidder _____

- 2. A nonresident bidder _____

Indicate state in which bidder resides: _____

CONSTRUCTION CONTRACTORS REGISTRATION

Oregon law requires all contractors must be registered with the Construction Contractors Board in order to submit a bid to do work and to do work as a contractor. The undersigned bidder states it is now registered with the Oregon Construction Contractors Board.

Indicate the bidder's registration no. _____

Signature of Bidder

END OF SECTION

SECTION 6 CONTRACT

THIS CONTRACT is by and between the Port of Cascade Locks (Owner) and _____ (Contractor). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

TRUSS IMPACT REPAIRS PROJECT

I. Contractor's Covenant

1.1 The Contractor, in consideration of the sums to be paid by the Owner, in the manner provided and in consideration of the other covenants and agreements herein contained hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and do all things in accordance with the applicable plans, general provisions, and special provisions bound herewith and in accordance with such alterations or modifications of the same as may be made by the Owner and according to and within the meaning and purpose of this contract. This Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

1.2 The Contractor shall faithfully complete and perform all of the obligations of this Contract, and shall make payment promptly as due to all subcontractors and to all persons supplying to the Contractor or his or her subcontractors equipment, supplies, labor, or materials for the prosecution of the work provided for in this Contract and any party thereof; and shall demonstrate that an employee drug testing program is in place; and shall pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from the Contractor or subcontractors incurred in the performance of this Contract; and shall pay all sums of money withheld from the employees of said Contractor and payable to the Department of Revenue pursuant to ORS 279C.505; and shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished;

1.3 If the Contractor fails, neglects, or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a subcontractor in connection with this Contract as the claim becomes due, the Owner may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due to the Contractor under this Contract.

1.4 If the Contractor or a first-tier subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with this Contract within 30 days after receiving payment from the Owner or the Contractor (as applicable), the Contractor or first-tier subcontractor owes the person the amount due plus interest charges, which begin at the end of the 10-day period within which payment is due under ORS 279C.580(4) and which ends upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum and may not be waived.

1.5 If the Contractor or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

1.6 The Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor, of all

5.3 Final Payment:

Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Project Manager.

VI. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Contract, Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents.

6.2 Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

6.4 Contractor has obtained and carefully studied the Plans and Specifications and conditions at the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents and safety precautions and programs incident thereto.

6.5 Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.6 Contractor is aware of the general nature of work to be performed at the Site that relates to the Work as indicated in the Contract Documents.

6.7 Contractor has correlated the information known to Contractor, information, and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.8 Contractor has given the Project Manager written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Project Manager is acceptable to Contractor.

6.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.10 If the Contract Price exceeds \$50,000, Contractor agrees that wages to be paid on this project shall be no less than the minimum listed in the Prevailing Wage Rates for Public

Works in Oregon, published by the State of Oregon, Bureau of Labor and Industries, in effect at the time this project was first advertised.

VII. CONTRACT DOCUMENTS

The Contract Documents consist of:

7.1 The Contract Documents that are attached to this Contract and incorporated herein (except as expressly noted otherwise) consist of the following:

Invitation to Bid

Instructions

Description and Scope of Work

This Contract

Performance and Payment Bond

General Conditions

Drawings consisting of (9) sheets with each sheet bearing the following general title: "Truss Impact Repairs"

Special Provisions

Bid Schedule

Addenda (numbers _____ through _____, inclusive).

7.2 Exhibits to this Agreement (enumerated as follows):

Contractor's Bid Proposal

Documentation submitted by Contractor prior to Notice of Award

7.3 The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

Notice of Award

Work Change Directives

Change Order(s)

7.4 Performance and Payment Bonds. Contract shall furnish performance and payment bonds in form satisfactory to the Owner and in conformance with the Provisions of ORS Chapter 279C.

7.5 There are no Contract Documents other than those listed above in this Article.

7.6 The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

VIII. MISCELLANEOUS

8.1 Terms used in this Contract will have the meanings stated in the General Conditions, or as elsewhere defined in the Contract Documents.

8.2 Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.3 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.4 Assignment of Contract: Contractor shall not assign any rights under or interests in the Contract nor shall any attempt to do so without the prior written express consent of the Owner; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.5 Attorney Fees. If any dispute arises out of the performance of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and expert witness fees as may be awarded by the trial court or on appeal.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract in triplicate. One counterpoint each has been delivered to Owner, Contractor, and Project Manager. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Contract will be effective on _____, 2020 (which is the Effective Date of the Agreement).

OWNER: PORT OF CASCADE LOCKS

CONTRACTOR: _____

By: Jess Groves
Title: Commission President

By: _____
Title: _____

Address for giving notices:
Port of Cascade Locks
Attention: General Manager
427 Portage Road (PO Box 307)
Cascade Locks, OR 97014

Address for giving notices:

License No. _____

Agent for service or process: _____

(If Contractor is a corporation or a
partnership, attach evidence of authority to
sign.)

****END OF SECTION****

**SECTION 7
PERFORMANCE AND PAYMENT BOND**

We _____, as Principals, and _____, a corporation, duly authorized to do a general surety business in Oregon, as Surety, are jointly and severally held and bound unto herein unto the Port of Cascade Locks, in the sum of _____ dollars (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, _____ (Contractor) the Principal herein, on the _____ day of _____ 2020, entered into a Contract with the Obligees for construction of the Port of Cascade Locks Truss Impact Repairs, which includes the Contract Documents, all as hereto attached and made a part thereof, whereby said Principal undertakes to do all labor, furnish all plant and equipment, and furnish all materials in accordance with all terms and conditions set forth in said Contract Documents; and to promptly make payment for all labor, services, material, and sums due the Workers' Compensation Board, or equivalent, the Internal Revenue Service and Department of Revenue, the State of Oregon Bureau of Labor & Industries, and the Treasurer of the State of Oregon, as required; and to save harmless the Obligees from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said Contract Documents; and to do and perform all things in said Contract Documents required, in the time and manner and under the terms and conditions therein set forth; and in conformity with all laws, State and National, applicable thereto.

Now, therefore, if said Principal herein shall perform the work and promptly pay all persons furnishing labor, services, and material, and Workers' Compensation insurance or equivalent, and Social Security and Unemployment compensation to him and to his subcontractor, or to their assigns, on or about said work/and shall, commencing with the date hereof and continuing for 365 days following the complete performance of the Contract and the final acceptance of the work in the Contract, save harmless the Obligees, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner, and under the terms and conditions prescribed, will and faithfully do, perform and furnish all matters and things as by them in said Contract undertaken, and as by law, State and National, prescribed, then this obligation be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is subject to the following further conditions.

(A) Subject to applicable law, all suppliers of material, and all persons who shall supply laborers, mechanics, or subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct right or action against the Principal and Surety on the Bond, second only to the right of the Obligee under this Bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person, firm, or corporation instituting such action and of all persons, firms, or corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party of such proceeding and to have such claim adjudicated in such action and judgment rendered thereon.

(B) In no event shall the Surety be liable for a greater sum than the penalty of this Bond.

(C) The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

(D) The Principal herein shall faithfully and truly observe and comply with the terms of the Contract and shall well and truly perform all matters and things undertaken by it to be performed under the Contract and upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any performance of the Work provided for in the Contract and shall not permit any lien or claim to be filed or prosecution against the Obligees, on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the State Employment Compensation Trust Fund incurred in the performance of said Contract, and shall also pay all sums of money withheld from the employees and payable to the Internal Revenue Service and the Department of Revenue and shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care or other to the laws of this State and any Contract entered into pursuant thereto or collected or deducted from the wages of said employee pursuant to any law, contract, or agreement for the purpose of providing or paying for such services, and shall do all things required of said Principal by the laws of this State.

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

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IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in _____, this ____ day of _____, 2020.

(SEAL) _____

(SEAL) _____

(SEAL) _____

(SEAL) _____
Principal

Witnesses:

(SEAL) _____

(SEAL) _____

(SEAL) _____

(SEAL) _____

Countersigned:

By: _____
Resident Agent

The Attorney-In-Fact (Resident Agent) who executes this Bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this Bond there must be attached a complete set of the "Contract Documents," as the term is defined in the Contract, with all corrections, interlineations, signatures, etc., completely reproduced therein.

****END OF SECTION****

SECTION 8 DISCLOSURE OF FIRST-TIER SUBCONTRACTORS

In accordance with ORS 279C.370, within two working hours of the bid opening, all bidders must submit a disclosure of any first-tier subcontractor that will be furnishing labor and materials, or labor only, in connection with the project 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.

The disclosure of first-tier subcontractors shall include the name and address of each subcontractor; the registration number assigned to the subcontractor by the Construction Contractor's Board, if the subcontractor is required to have a certificate of registration issued by the Board; and the amount of subcontract. The lowest responsible bidder accepted by the Owner may substitute a first-tier subcontractor set forth on the disclosure if the bidder demonstrates to the Owner any of the factors listed below:

1. The Disclosed subcontractor fails or refuses to execute a written contract after having had a reasonable opportunity to do so after the written contract, based upon the general terms, conditions, plans and specifications for the project or the terms of that subcontractor's written bid is presented to the subcontractor by the contractor.
2. When the disclosed subcontractor becomes bankrupt or insolvent.
3. When the disclosed subcontractor fails or refuses to perform the subcontract.
4. When the disclosed subcontractor fails or refuses to meet the bond requirements of the contractor that had been identified prior to the bid submittal.
5. When the contractor demonstrates to the Owner that the subcontractor was disclosed as a result of an inadvertent clerical error.
6. When the disclosed subcontractor does not hold a certificate of registration from the Construction Contractor's Board and is required to be registered with the Board.
7. When the contractor determines that the work performed by the disclosed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications or that the subcontractor is substantially delaying or disrupting progress of the work.
8. When the disclosed subcontractor is ineligible to work on a public improvement pursuant to the applicable statutory provisions.

SECTION 9
GENERAL CONDITIONS

1. DEFINITIONS

1.1 Contract Documents: "Contract" or "Contract Documents" shall be as defined in the Contract, and all other requirements incorporated into the Contract Documents by specific reference thereto, all of which together form the Contract.

1.2. CONTRACTOR: Shall be the Bidder whose Bid was accepted by the Owner and was awarded the Contract.

1.3. Days: Unless otherwise specifically stated, the term "days" shall be understood to mean calendar days.

1.5. Execution of Contract: Shall mean the signing of the Contract by the authorized representatives of both OWNER and CONTRACTOR.

1.6. Manufacturer: Shall be synonymous with CONTRACTOR and Supplier. Manufacturer shall be the Bidder as defined in these General Conditions.

1.7. Or Equal: The term "or equal" shall be understood to indicate that the "equal" product is the same or better than the products named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by OWNER.

1.8. OWNER: Shall mean Port of Cascade Locks, P.O. Box 307, Cascade Locks, Oregon, 97014.

1.9. Bid: A written response to this Invitation to Bid in conformance with its criteria.

1.10. Bidder: The person or persons, partnership, firm, or corporation submitting a Bid for the work specified in the Contract Documents.

1.11. Supplier: The supplier or manufacturer shall be the Bidder or CONTRACTOR as defined in these General Conditions.

1.12. Work: Shall include all material, machinery, transportation, appurtenances, and specified services necessary to perform and complete the Contract, including items not specifically indicated or described which are reasonably considered in good practice as belonging to the equipment specified.

2. CONTRACT DOCUMENTS

2.1. Discrepancies and Omissions:

2.1.1. The Contract Documents are complementary and what is required by one is required by all.

2.1.2. Should anything which is reasonably necessary for a clear understanding of the Work be omitted from the Contract Documents, or should it appear that various instructions are in conflict, the CONTRACTOR shall promptly secure written instructions from OWNER before proceeding with the work affected by such omissions or discrepancies. If the Work is delayed as a result of such omissions or discrepancies, the time for performance may be extended. If CONTRACTOR proceeds with work affected by such omissions or discrepancies, CONTRACTOR is solely responsible for all costs, claims, losses and damages arising out of such omissions or discrepancies and is solely responsible for correcting any work rendered defective by such omissions or discrepancies. It is understood and agreed that the Work shall be performed according to the true intent of the Contract Documents.

2.1.3. It is understood and agreed that the written terms and provisions of the Contract Documents shall supersede all oral statements of representatives of OWNER, and oral statements shall not be effective or be construed as being a part of this Contract.

3. AUTHORITY OF OWNER

3.1. It is agreed that OWNER shall make decisions, in writing, on all questions concerning clarification of the intent of the Contract Documents in relation to the Work.

3.2. If, in the opinion of CONTRACTOR, a decision made by OWNER is not in accordance with the meaning and intent of the Contract, CONTRACTOR may file a written objection to the decision with OWNER within 10 days after receipt of the decision. Failure to file an objection within the allotted time will be considered acceptance of OWNER's decision and the decision shall become final and conclusive.

3.3. OWNER's decisions and the filing of the written objection thereto shall be a condition precedent to the right of CONTRACTOR to request mediation, or to initiate suit or action, or any other proceeding to resolve such disputes.

3.4. It is the intent of this Article that there shall be no delay in the execution of the Work, and the decision of OWNER as rendered shall be promptly observed. CONTRACTOR shall proceed with the Work during any subsequent period in which arbitration or other proceedings are sought. If any claim or controversy is not resolved by decision of OWNER, CONTRACTOR shall not be entitled therefore to delay or delay damages.

4. INSPECTION/ACCEPTANCE

4.1. All material and equipment shall be subject to inspection and test by OWNER or its designee at CONTRACTOR's plant and at the project site. Notwithstanding any inspection at CONTRACTOR's plant, final inspection and acceptance of the material and equipment shall be at OWNER's project site.

4.2. If inspection and tests, whether preliminary or final, are made on CONTRACTOR's premises, CONTRACTOR shall furnish all reasonable facilities and assistance for safe and convenient inspection and tests required by OWNER. Inspection by OWNER or failure to inspect by OWNER shall not relieve CONTRACTOR of any responsibility or liability with respect to such material and equipment and shall not be interpreted in any way to imply acceptance by OWNER.

4.3. OWNER reserves the right to reject nonconforming material and equipment. OWNER shall have the option either to require CONTRACTOR to promptly remove and replace rejected material and equipment at CONTRACTOR's sole expense or to cancel this Contract pursuant to Article 14 - TERMINATION/CANCELLATION and require CONTRACTOR to promptly remove rejected material and equipment at CONTRACTOR's expense.

4.4. OWNER reserves the right to revoke acceptance of material and equipment if OWNER accepted same on the reasonable assumption that the nonconformity would be cured by CONTRACTOR and has not been reasonably cured, or without discovery of such nonconformity if acceptance was reasonably induced either by the difficulty of discovery before acceptance or by CONTRACTOR's assurances.

4.5. OWNER may, at its option, inspect CONTRACTOR's lower tier contractor's work.

5. CHANGES

5.1. OWNER and CONTRACTOR (by written instrument signed by authorized representatives of both Parties), may make changes in the specifications of material and equipment ordered (including revised drawings, specifications, and other transmittals) pursuant to OAR 137-049-0910.

5.2. If any change affects the price or delivery date of such material and equipment, CONTRACTOR shall forthwith so notify OWNER in writing within 10 days of the date such written change or supplement is mailed or otherwise delivered to CONTRACTOR, submit a written claim for adjustment of price and/or delivery date. If CONTRACTOR fails to do so, CONTRACTOR waives any claim for such adjustment.

5.3. CONTRACTOR shall not suspend performance while OWNER and CONTRACTOR are in the process of making any changes and any related adjustments.

5.4. Payment or credit for any changes shall be determined by lump sum agreement, in writing, between CONTRACTOR and OWNER before starting extra work.

6. RELATIONSHIP OF PARTIES

6.1. The relationship of CONTRACTOR to OWNER shall be that of an independent contractor. Nothing contained in this Contract shall create any contractual relation between any subcontractor of CONTRACTOR and OWNER.

7. MATERIALS AND EQUIPMENT

7.1. General: Unless specifically provided otherwise in each case, all materials and equipment furnished shall conform to applicable provisions in the Contract Documents and shall be new, unused, and undamaged when installed or otherwise incorporated in OWNER's project. No such material or equipment shall be used by CONTRACTOR for any purpose other than that intended or specified, unless such use is specifically authorized in writing by OWNER in each case.

7.2. Compliance With Safety Requirements: In selecting and/or accepting equipment for installation in the project, OWNER assumes no responsibility for injury or claims resulting from failure of the equipment to comply with applicable national, state, and local safety codes or requirements, or the safety requirements of a recognized agency in effect prior to the time of bid opening, or failure due to faulty design concepts, or defective workmanship and materials. Completed work shall include all necessary permanent safety devices required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. CONTRACTOR warrants that all equipment supplied hereunder will comply with all such requirements.

7.3. Codes, Laws, and Regulations: All material, equipment, and services provided hereunder shall comply with all applicable codes, laws, regulations, standards, and ordinances. CONTRACTOR shall not be liable for factors over which it has no control; e.g., installation, operation, and maintenance.

8. PATENT PROTECTION

8.1. CONTRACTOR shall, at its sole expense, defend (with legal counsel approved by OWNER) and pay all damages and costs awarded in any proceeding brought against OWNER, its employees and agents, in which it is claimed that the manufacture, sale, or use of any material and equipment or parts thereof furnished hereunder constitutes an infringement of any patent or other proprietary information right. OWNER shall promptly notify CONTRACTOR of the commencement of any such proceeding. CONTRACTOR's indemnity, as to use, applies only when infringement occurs from the normal use for which such material and equipment were designed. OWNER may, at its option, be represented at any such proceeding.

8.2. If such manufacture, sale, or use is held in any such proceeding to constitute an infringement and is enjoined, CONTRACTOR, at its expense, shall either procure for OWNER the right to manufacture, sell, and use such material and equipment; or replace the same with substantially equal but noninfringing material and equipment; or modify the same to make them substantially equal but noninfringing; or remove the same and refund the purchase price and transportation and installation costs thereof.

9. FIELD PERFORMANCE TESTING

9.1. N/A

10. WARRANTY

10.1. Where not specifically stated otherwise, all material and equipment supplied shall be warranted by CONTRACTOR to OWNER during the term hereof and for one (1) year thereafter as follows:

10.1.1. All material and equipment shall be guaranteed as merchantable and suitable for the purpose intended and shall provide the results required by the Drawings and Specifications.

10.1.2. CONTRACTOR at its sole cost and expense shall make all repairs or replacements necessitated by defects in materials or workmanship that become evident within the warranty period.

10.1.3. CONTRACTOR also agrees to hold OWNER harmless from liability of any kind arising from damage due to said defects. CONTRACTOR shall make all repairs and replacements promptly upon receipt of written orders for same from OWNER. If within 10 days after OWNER has notified CONTRACTOR of a defect, and CONTRACTOR has not started to make the necessary corrections, OWNER is hereby authorized to make the corrections or to order the work to be done by a third party, and the cost of the corrections shall be paid by CONTRACTOR.

10.1.4. Repetitive malfunction of material and equipment shall be cause for equipment replacement. For any defective work, the warranty period will be extended for an additional year from the date such defects are repaired or an acceptable replacement is installed.

11. RELATED SERVICES

11.1. Whenever CONTRACTOR furnishes personnel for installation, installation supervision, startup, testing, inspection, related services, or maintenance (the Work), the following provisions shall apply, in addition to other applicable provisions of this order including compensation:

11.1.1. Representation by CONTRACTOR: CONTRACTOR represents that CONTRACTOR, its agents, and employees, are qualified and competent to perform the Work and that all tools and equipment furnished by CONTRACTOR in its performance of the Work are, and shall be, kept in good working order.

11.1.2. CONTRACTOR's Responsibility: CONTRACTOR asserts that the Work shall be performed in accordance with accepted standards and shall conform to the requirements of this Contract. Any Work not so performed or not in conformity herewith shall be corrected by CONTRACTOR. If such deficiencies are not immediately corrected, OWNER may cause the same to be corrected for the account of CONTRACTOR. The above-described remedy is in addition to any other remedies, in law or equity, available to OWNER.

11.1.3. Labor, Materials, Tools, and Equipment: Except as may otherwise be stated in the Contract Documents, CONTRACTOR shall furnish, at its own expense, all cranes, rigging, tools, facilities, equipment, and material, together with sufficient

labor to enable and efficiently perform the Work; and all fuel, lubricating oil, water, electric power, and other supplies and utilities, without limitation, that may be required in connection with the Work.

11.1.4. Completion and Acceptance: When CONTRACTOR deems the Work completed, CONTRACTOR shall give OWNER notice thereof in writing. Within a reasonable time after receipt of such notice, OWNER will determine if the Work has been completed to its satisfaction; if so, OWNER will advise CONTRACTOR in writing of its final acceptance thereof; if not, OWNER will notify CONTRACTOR of its lack or failure of performance and CONTRACTOR will take remedial action as described in this Article and will repeat the procedure stated herein until the Work has been satisfactorily completed and accepted.

11.1.5. Insurance and Indemnification:

11.1.5.1. CONTRACTOR agrees to obtain and keep in force during the term hereof and for one (1) year thereafter, the below-described insurance, with OWNER and its officers, employees and agents as additional insureds. Liability insurance shall be primary and shall be carried with insurance companies and in coverage amounts satisfactory to OWNER. Such insurance shall provide for the waiver of subrogation as to all insureds. CONTRACTOR will furnish OWNER with certificates evidencing such insurance coverage prior to commencing any of the Work.

11.1.5.2. The insurance coverage which CONTRACTOR shall so obtain and keep in force is as follows:

11.1.5.2.1. Worker's Compensation as required under laws applicable to the Work, and Employer's Liability insurance as required by the state or province where the Work is performed.

11.1.5.2.2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$2,000,000 combined single limits.

11.1.5.2.3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the CONTRACTOR or of any of its employees, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.

11.1.5.3. CONTRACTOR agrees to indemnify, defend (with legal counsel acceptable to OWNER), and hold OWNER harmless from any and all claims, liabilities, obligations, government penalties, fines, attorneys' fees and costs, and causes of action of whatsoever nature including injury to or death of any person or

damage to or destruction of any property resulting from any and all acts or omissions of CONTRACTOR or Contractor's subcontractors, employees, or agents, excluding only those caused by the proportional negligence of OWNER.

12. DELIVERY/DELAYS

12.1. Since material and equipment covered hereby will be incorporated into a construction project, the delivery date must be met by CONTRACTOR.

12.2. CONTRACTOR shall not be responsible for delays resulting from occurrences beyond its control which it could not have reasonably anticipated and provided for. In such event, CONTRACTOR shall give OWNER written notice within 5 days of such occurrence. OWNER shall determine an equitable extension of time for delivery. CONTRACTOR's failure to so notify OWNER of such delay shall constitute a waiver of CONTRACTOR's right to a time extension. There shall be no price adjustment by virtue of any such time extension.

13. LIQUIDATED DAMAGES

13.1. Should CONTRACTOR fail to complete the work, or any part thereof, in the time agreed upon in the Bid and Contract, or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, CONTRACTOR shall reimburse OWNER for the additional expense and damage for each calendar day, legal holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the Contract is the per diem rate of \$1,000.00. The said amounts are hereby agreed upon as liquidated damages for the loss to OWNER on account of expense due to the value of the operation of the Works dependent thereon.

13.2. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as damages which have accrued against OWNER. Such liquidated damages are in addition to any other ascertainable damage allowable by law which OWNER sustains for CONTRACTOR's breach of this Contract. OWNER shall have the right to deduct such damages from any amount due, or that may become due CONTRACTOR, or the amount of such damages shall be due and collectable from CONTRACTOR or its Surety.

14. TERMINATION/CANCELLATION

14.1. OWNER shall have the right to terminate all or any part of this Contract for its convenience. Upon termination, CONTRACTOR shall be reimbursed for its reasonable and necessary costs resulting therefrom which are substantiated by evidence satisfactory to OWNER. CONTRACTOR shall receive no payment for or profit on unperformed Work. OWNER shall be entitled to immediate possession of plans and Work upon termination.

14.2. Any failure by CONTRACTOR to perform its obligations under the Contract which is deemed substantial by OWNER, shall be a grounds for OWNER to cancel this order or the affected portion hereof. CONTRACTOR shall not be entitled to any compensation pursuant to such cancellation, except for the reasonable value of material and equipment delivered by

CONTRACTOR and accepted by OWNER prior to cancellation, which amount shall not exceed the Contract Price. OWNER reserves all rights it may have against CONTRACTOR as a result of CONTRACTOR's failure to so perform.

14.3. CONTRACTOR's obligations under Articles WARRANTY and PATENT PROTECTION shall survive termination or cancellation.

15. SUSPENSION OF WORK

15.1. OWNER reserves the right to suspend and reinstate execution of the whole or any part of the Work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the work will be issued by OWNER to CONTRACTOR in writing. The time for completion of the Work will be extended for a period equal to the time lost by reason of the suspension.

16. PAYMENT

16.1. After execution of the Contract, OWNER will pay to CONTRACTOR within 30 days after receipt of all required proposal material, the contracted price for Mobilization will be paid. The remaining bid items shall be paid at the rate of 90 percent of the contracted price upon initial completion of that portion of the Work. The remaining 10 percent shall be paid upon accepted completion of the project.

16.2. Acceptance by CONTRACTOR of the final payment shall be a release to OWNER from all claims and liability hereunder for anything done or furnished in connection with the work, or for any act or neglect of OWNER or of any person relating to or affecting the work.

17. DISPUTE RESOLUTION

17.1. Mediation Required. Notwithstanding any contrary provisions in the Contract, express or implied, CONTRACTOR and OWNER agree that any dispute that may arise under the Contract, if not resolved pursuant to the Contract's terms and through the good faith effort of the Parties, will be submitted to a mediator agreed to by both Parties as soon as such a dispute arises (or at a later time as agreed to by the Parties). In any event, completing mediation is a condition precedent to the commencement of any action to resolve a dispute under this Contract. Mediation will occur at a location agreed to by the Parties. Mediation fees and expenses (including any attorneys' fees) will be shared equally by the Parties. Mediation will proceed according to the then-effective procedures and costs established by the Arbitration Service of Portland, Inc.

17.2. Litigation. If mediation does not resolve a dispute, a claim may be brought exclusively in Hood River County Circuit Court. If a claim must be brought in federal court, it may only be filed in the United States District Court for the State of Oregon. Each Party is responsible for its own costs, expenses, and attorneys' fees in the event of litigation. Any trial will be to a court without a jury. In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any document referenced or incorporated therein by reference, is admissible for the purpose of contract interpretation. The Contract will not be construed against either party regardless of which party drafted it. Other than as may be modified by the Contract, the applicable rules of contract construction and evidence shall apply. The Contract will be governed by and

construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. CONTRACTOR by execution of this contract hereby consents to the personal jurisdiction of the courts referenced in this section. In no event shall this section be construed as a waiver by OWNER 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 the jurisdiction of any court.

18. REQUIRED PROVISIONS UNDER OREGON LAW

18.1. Any employee of CONTRACTOR will be paid at least time and a half for all time worked in excess of 40 hours in any one week, other than a person excluded from overtime pursuant to ORS Chapter 653 or United States Code Title 29.

18.2. CONTRACTOR will promptly pay, as due, all persons supplying labor or material for the performance of its work under this Contract. CONTRACTOR will not permit any lien or claim to be filed or prosecuted against OWNER on account of any labor or material furnished.

18.3. CONTRACTOR will pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of its work under this Contract.

18.4. CONTRACTOR will pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

18.5. CONTRACTOR will promptly pay, as due, all persons or entities furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to CONTRACTOR's employees, those sums that CONTRACTOR agrees to pay for those services and all moneys and sums that CONTRACTOR collected or deducted from its employees' wages under any law, contract or agreement for the purpose of providing or paying for the services.

18.6. CONTRACTOR is an employer subject to Oregon's workers compensation laws and will comply with ORS 656.017, or CONTRACTOR will promptly demonstrate to the OWNER's satisfaction that it is exempt from such law in accordance with ORS 656.126.

18.7. CONTRACTOR shall demonstrate that an employee drug testing program is in place.

18.8. If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this CONTRACT as the claim becomes due, the OWNER may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of the Contract. Paying a claim in the manner authorized in this section does not relieve CONTRACTOR'S surety from obligation with respect to an unpaid claim.

18.9. If CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from OWNER or CONTRACTOR, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within

which payment is due under ORS 279C.580(4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

18.10. If CONTRACTOR or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

18.11. CONTRACTOR declares that it has complied with all of the State of Oregon's tax laws at the time of execution and will comply with same for the duration of the Contract.

18.12. CONTRACTOR compliance with the provisions of this Section 18 shall be at the sole cost and expense of the CONTRACTOR and shall not result in a change to the Contract price.

****END OF SECTION****

**SECTION 10
BIDDER'S EXPERIENCE FORM**

The OWNER requests a statement as to Bidders' experience to be completed and submitted by prospective Bidders for the Truss Impact Repair contemplated in the Contract Documents.

The information submitted in this form will be regarded as confidential only if designated as such. The following form has been prepared for the Owner's use:

Bidder: _____ A Corporation
A Partnership
An Individual

By: _____

Its: _____

EXPERIENCE QUESTIONNAIRE

1. How many years has your organization been in business providing replacement and heat straightening of damaged steel member services under your present business name?

2. List experience your organization has furnishing replacement and heat straightening of damaged steel member services, as contemplated in the Contract Documents (attach separate sheet if necessary):

3. List the owner, location, and size of four replacement and heat straightening of damaged steel member projects your organization has recently completed (attach separate sheet if necessary):

1. _____

2. _____

3. _____

4. _____

4. Have you ever failed to complete any work awarded to you? If so, where and why?

5. List any public contracts your corporation has been a party to in the previous 10 years that required court action for settlement:

****END OF SECTION****

SECTION 11
SPECIAL PROVISIONS

On the attached or inserted sheets which follow is given a description of the work to be performed under this Contract, together with required provisions, supplemental standard specifications, special provisions and instructions which supplement and modify the published 2018 version of “Oregon Standard Specifications for Construction” book and published “Supplemental Oregon Standard Specifications for Construction” book (if any) making them applicable to the particular work to be done.

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OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Bridge of the Gods
Truss Impact Repairs
Bridge #02592

Hood River, OR, and Skamania, WA Counties

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>EXPIRES: 12/31/2020</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Bridge 02952 (Bridge of the Gods). Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section <u>00210, 00220, 00225, 00253, 00290, 00296, 00560, 00594, 02530, 02560</u></p>
<p>Date Signed: <u>01-15-2020</u></p>	

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.02(a) General Requirements - Add the following to this subsection:

- Use portable changeable message signs (PCMS) to provide appropriate work zone information to the public. Place signs and display messages as directed or approved. Place signs in the following approximate locations:

For advanced warning –

- At approximately SR-14 MP 40.63 and 41.10 facing eastbound traffic.
- At approximately SR-14 MP 42.18 and 42.80 facing westbound traffic.
- At Wa Na Pa Street west of Toll House Road facing eastbound traffic.
- At Wa Na Pa Street east of Toll House Road facing westbound traffic.
- At approximately I-84 MP 43.20_ facing eastbound traffic.
- At approximately I-84 MP 45.50_ facing westbound traffic.

Place eight-foot Type III-C barricades and barrels across travelway adjacent to SR-14 and across each of the three access points to Toll House Road at Wa Na Pa Street.

Display pre-approved messages during construction activity requiring a PCMS use. When signs are in use, protect them according to 00225.46(b)

Suggested message panel 1 Suggested message panel 2

BRIDGE	X:XX PM
OF GODS	TO
CLOSED	X:XX AM

Replace “X” with the appropriate time of closure.

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

One Traffic Lane may be closed on the Bridge of the Gods when allowed, shown, or directed during the following periods of time:

- Weekdays: Between 9:00 a.m. and 3:00 p.m.

A maximum of five (5) single lane closures for up to 6 hours will be allowed during the project. If traffic begins to back up onto SR-14 or Wa Na Pa Street, Contractor shall immediately take actions to clear the traffic.

Add the following subsection:

00220.40(f) Limited Duration Road Closure - Full bridge closures will be permitted between 9:30 p.m. and 5:30 a.m., Sunday through Thursday. A maximum of fifteen (15) full bridge closures will be allowed during the project.

The Contractor shall provide an onsite safety contact in writing to the Port of Cascade Locks project manager. This letter shall include the safety contact name and specific contact information for this person. This person shall be available by phone during all hours of the bridge closures to coordinate emergency crossings. This information will be distributed to 911 center, area dispatch, emergency personnel or a public emergency relayed through the Port Emergency phone. The Contractor shall open barricades for emergency crossings and shall provide safe passage through the construction zone on the bridge for these emergency vehicles.

The Contractor shall always be able to clear a single lane of traffic for emergency vehicles within 10 minutes of receiving an emergency call. The Contractor shall include (10) ten of these types of disruptions in the contract at no additional cost to the Port of Cascade Locks.

This designated safety contact and number can only be changed with a 72 hour written notice to the Port of Cascade Locks project manager.

00220.45 Load Restrictions on Bridges - Limit the combined weight of construction vehicles, equipment, and daily material usage to 45,000 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 150,000 pounds for each span of the bridge, whichever is less.

The Contractor may request alternate loadings by submitting, 30 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:

Section 00225.05 Traffic Control Plan – Replace this subsection with the following:

00225.05 Contractor Traffic Control Plan - Submit Contractor TCP in accordance with Agency criteria, for approval, at least ten calendar days before the preconstruction conference. The Contractor TCP shall include at a minimum:

- TCM and TCD consistent with daytime lane closure for two-lane bridge construction using flaggers.
- TCM and TCD consistent with nighttime bridge closure.

00225.32(b) Traffic Control Inspection Without TCS - Add the following bullet(s) to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

00225.46(b) Portable Changeable Message Signs (PCMS) - Add the following bullets to the end of the bullet list:

- Type B, Mini PCMS use is limited to locations where the preconstruction posted speed is 40 mph or less.
- Seven Calendar Days before the bridge closures begin, place one or more PCMS displaying the following message as shown, or as directed:

Panel 1	Panel 2
BRIDGE	X:XX PM
OF GODS	TO
CLOSED	X:XX AM

Replace X” with the appropriate time of closure.

SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

Comply with Section 00253 of the Standard Specifications modified as follows:

00253.00 Scope - Add the following paragraph to the end of this subsection:

Provide temporary work access and containment systems for all work associated with truss impact repair, including but limited to steel member and rivet removal, installation of new steel members by welding and bolting, preparing and coating of steel members in the field, and heat straightening of damaged members in the field.

00253.01 General - Add the following paragraph to the end of this subsection:

Work platforms and containment are allowed on the bridge only during single lane and full bridge closure operations.

Add the following subsection:

00253.02 Definitions:

Basic Wind Speed - Three-second gust speed at 33 feet above ground in open terrain with scattered obstructions not over 30 feet high.

Dead Load - Self-weight of a structure, such as a work platform, scaffolding, and containment.

Factor of Safety - Component ultimate failure load divided by the maximum working load combination applied to the component.

Fundamental Frequency - Lowest natural frequency of vibration for a structure, measured in Hz.

Live Load - The weight of personnel, equipment, materials, debris, and vehicles.

Point Load - A force applied to a structure at a single point.

Projected Area - The area of a structure exposed to the wind. For winds parallel to the roadway, the projected area of containment is the width of the containment multiplied by its height. For winds transverse to the roadway, projected area is the length of the containment multiplied by its height.

Span - A section of bridge superstructure between piers.

Wind Load - Forces imparted on a structure, such as a bridge or containment, by wind pressure and structural dynamic response to wind.

00253.03 Submittals - Add the following paragraph and bullets to the end of this subsection:

Submit the following:

- Stamped Working Drawings clearly defining dimensional limits and loading limits that satisfy the conditions listed in 00253.09 for exemption from design calculations for the bridge structural members. Identify the work platform, scaffolding, and containment system dead load (in pounds per square foot) in the loading note, and 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 to be used within the structure. Identify the maximum wind speed at which containment wall materials remains on the structure.
- Stamped work platform and scaffolding Working Drawings, specifications and design calculations
- Stamped calculations showing that equipment, vehicles, and supplies placed in a closed lane do not exceed the load limitations listed in 00220.45.

00253.05 Containment Requirements Replace the paragraph that begins "Contain work debris that is generated from dry abrasive blasting..." with the following paragraph:

Contain work debris that is generated from dry abrasive blasting, and arc spray metallizing operations according to the Class 1A requirements of SSPC-Guide 6, with the following limits:

Replace the paragraph that begins "Contain work debris that is generated from hand tool or power tool..." with the following paragraph:

Contain work debris that is generated from hand tool or power tool operations according to the Class 1P requirements of SSPC-Guide 6. For hand tool cleaning or vacuum shrouded power tool cleaning, ground covers or free-hanging tarpaulins are an acceptable alternate means of containment provided the debris is captured and controlled to the same degree as Class 1P.

Add the following to the end of this subsection:

When field painting over a body of water with brushes, rollers, or daubers, contain paint drips with rigid containment floor decking or free-hanging tarpaulins, provided that the tarpaulins capture and control paint drips to the same degree as the Class 1P containment requirements of SSPC-Guide 6.

When field painting over a body of water with air spray (conventional) or airless spray, contain painting operations according to Class 1A requirements of SSPC-Guide 6.

Comply with the requirements of 00290.30.

Add the following subsection:

00253.09 Work Platform, Scaffolding and Containment Structural Design Requirements -

Design work platforms, scaffolding, and containment structures for dead load, live load, and wind load with a basic wind speed of 90 mph, applied in the most critical direction. For structures with fundamental frequency less than 1 Hz, design for wind loads accounting for structural dynamic effects.

Provide designs with a factor of safety of at least six for wire ropes and connecting hardware and at least four for all other components for containment structure and work platform components.

Verify structural adequacy of the bridge with added loading from containment structures and work platforms using AASHTO Standard Specifications for Highway Bridges, Group II, III, V, and VI load combinations.

For containment structures positioned symmetrically on any span, design calculations for the bridge structural members are not required if all of the following conditions are satisfied:

- Total combined live load and dead load of all work platforms and containment structures supported by the span, including all personnel, equipment, materials, and collected debris or water, does not exceed the provisions of 00220.45.
- Containment and work platforms do not extend below bottom of existing structure.

For containment structures positioned asymmetrically on any span, design calculations for the bridge structural members are not required if all of the following conditions are satisfied:

- Total combined live load and dead load of all work platforms and containment structures supported by the span, including all personnel, equipment, materials, and collected debris or water, does not exceed the provisions of 00220.45.

For movable containment structures, provide positive restraint to prevent movement except when containment structures are being relocated.

00253.42 Safety Requirements - Replace the paragraph that begins “Follow approved procedures for evacuating...” with the following paragraph:

Follow approved procedures for evacuating and securing work platforms and containment systems if wind speeds or predicted wind speeds exceed design limits. For concrete removal and repair work, comply with all applicable requirements of OSHA Standard Number 1926.1153, Respirable Crystalline Silica, including Table 1.

Add the following subsection:

00253.46 Staging Area - When lane or shoulder closures are allowed, equipment, vehicles, and supplies may be placed in the closed traffic lane or shoulder on the bridge. Within a closed lane, one vehicle operating under D.O.T. overload permit will be allowed on each bridge span and the combined effect of all loads in the closed lane will be limited to the provisions of 00220.45.

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:

Use the following staging sites:

- **Site Type** - Staging/Storage
- **Location** – Paved area at NW corner of bridge
- **Access** - SR 14/Bridge of the Gods
- **Available Area** - 3500 sq. ft.

Additional space within Port owned properties may be approved at the Port’s discretion. Maintain areas in tidy condition during use and do not impede access to these areas.

Restore the site by:

- Restore site to pre-existing condition.

00290.20(c)(1) General - Replace the paragraph that begins “Segregate all demolition debris according to...” with the following paragraph:

Segregate all demolition and construction debris according to its intended end use (reuse, recycle, or dispose). If required, store in designated areas in a manner that prevents contamination to Soil and water and prevents fugitive dust emissions. Remove all waste materials recovered from the site unless otherwise approved, in writing. Retain disposal and recycling facility receipts for wastes generated on site for at least 1 year after completion of the Project. Provide copies of the receipts to the Engineer within 7 Calendar Days of the disposal or recycling.

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 (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280
- 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.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, 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.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water 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 Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.

00290.30(b) Pollution Control Plan - Replace the paragraph that begins “Develop and submit a PCP...” with the following:

Develop a PCP using ODOT Form 734-2445 and submit it for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

Delete the paragraph that begins “A Pollution Control Plan...”.

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

The regulated work area is the area at or below the existing water elevation of the Columbia River.

00290.34(b) Prohibited Operations - Replace this subsection, except for the subsection number and title, with the following:

Except where allowed by the Contract or by permit, do not:

Blast underwater.

Use water jetting.

Release petroleum products or chemicals in the water.

Disturb spawning beds.

Obstruct stream channels.

Cause silting or sedimentation of waters of the State or waters of the U.S.

Use treated timbers within the regulated work area.

Impede adult and juvenile fish passage, including intermittent streams.

Add the following subsection:

00290.42 Work Containment Plan - A Work Containment Plan (WCP) is required on this Project for all activities.

Develop and submit a WCP for approval at least 28 Calendar Days prior to mobilization for all activities. 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 (sensitive cultural or natural resources, Regulated Work Areas, aquatic life or habitat in Regulated Work Areas) related to Contractor operations.

Before developing the WCP, meet with Agency to review the Contractor’s activities that require the WCP 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 10 Calendar Days before beginning work access or containment 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, such methods jeopardize sensitive cultural or natural resources, Regulated Work Areas, or aquatic life or habitat in Regulated Work Areas.

The WCP shall identify how the Contractor's construction operations will protect regulated features during mobilization, construction, maintenance, and demolition. Include a narrative describing compliance with Section 00290 as related to construction, operation, and demolition activities specified in Section 00253.

Design, construct, maintain, and remove temporary work access and containment systems according to Section 00253.

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

The Work Containment Plan will be paid for at the Contract lump sum amount for the item "Work Containment Plan".

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.

SECTION 00296 - PAINT AND PAINTED MATERIALS

Section 00296, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00296.00 Scope - In addition to the requirements of Section 00290, remove lead, chromium, and cadmium based paints, and materials coated with lead, chromium, and cadmium based paints, according to these specifications.

Lead, chromium and cadmium based paints coat the metal on the truss members on the Bridge of the Gods (Br. #02592). Assume that areas requiring paint removal contain lead, chromium, and cadmium and handle paint and painted materials accordingly during all phases of the work.

00296.03 Submittals - Submit the following documents:

- A job specific written compliance program, according to 29 CFR 1926.62(e)(2), at least 10 Calendar Days before the pre-construction conference. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.
- Modifications to the written compliance program within 7 Calendar Days of the modifications.
- Current employee training certificates and medical surveillance information before beginning work that disturbs paint containing lead, cadmium or chromium.
- Within 48 hours of completing or receiving them:
 - Disposal and recycling facility permits.
 - Transport manifests and bill-of-ladings.
 - All reuse, recycling, and disposal receipts.
 - All analytical test results.

00296.04 Documentation - Include paint and painted materials management and planned reuse, recycling, and disposal information in the pollution control plan. Obtain Engineer approval for the specific reuse, recycling, and disposal methods for all materials before beginning demolition work.

Complete, sign and pay all required fees for all required permits, manifests, and bill-of-lading forms for transport and disposal of the paint and painted materials.

Labor

00296.30 Personnel Qualifications - Provide employees trained in lead awareness, according to 29 CFR 1926.62(l), and also trained according to 29 CFR 1926.1126(j)(2) for chromium and 29 CFR 1926.1127(m)(4) for cadmium, during demolition of painted portions of the structures.

Construction

00296.40 Handling - Minimize employee exposure to the metals contained in the paint. Provide containment that prevents release of paint chips to the environment. Do not remove or separate paint from painted substrates, unless required to accomplish repair activities.

00296.43 Painted Metal Management - Reuse, recycle, or dispose of painted metal according to any of the following:

- **Reuse by Others** - Provide or sell painted non-structural scrap metal to the following:
 - Provide to Port of Cascade Locks for use on other projects, if requested.
 - Provide or sell to other government Agencies.
 - Provide or sell to contractors for their reuse.

Obtain the recipients signature on the attached disclaimer form, acknowledging their awareness that the scrap metal contains lead, chromium, and cadmium based paint before giving them possession.

- **Recycle at Recycling Facility** - Transport the painted scrap metal along with the paint analytical results to a recycling facility. Obtain the recipients signature on the attached disclaimer form, acknowledging their awareness that the scrap metal contains lead, chromium and cadmium based paint.
- **Dispose of at Landfill** - Dispose of the painted scrap metal at a permitted municipal solid waste landfill or a permitted construction and demolition landfill.

00296.45 Non-Hazardous Waste Paint Management - When non-hazardous paint is separated from its substrate, contain all the paint waste and dispose of it at a permitted municipal solid waste landfill.

00296.46 Hazardous Waste Paint Management - When hazardous waste paint is separated from its substrate, store all the separated paint waste in labeled, sealed, watertight containers and handle the hazardous waste according to 00290.20(d).

Measurement

00296.80 Measurement - No measurement of quantities will be made for work performed under this Section.

Payment

00296.90 Payment - No separate or additional payment will be made for work performed under this Section. Payment will be included in payment made for the appropriate items under which this work is required.

Attachment A
Lead, Chromium, and Cadmium Based Paint Acknowledgement Form

[Contractor] _____

[Bridge Identification] _____

[Description of Scrap Metal] _____

_____ [Recipient] acknowledges that they are aware that metal and materials received from _____ [Contractor] on _____ [Date(s)] may contain lead, chromium, or cadmium based paint. Recipient further acknowledges that it is aware of the risk to human health and the environment posed by exposure to lead, chromium and cadmium based paint. All storage, use, sale, and disposal of materials containing lead, chromium or cadmium based paint and any removal of lead, chromium, or cadmium based paint from the materials by Recipient will be conducted in compliance with all applicable Federal and State statutes and regulations, including but not limited to 40 CFR 262 through 265 and OAR Chapter 340, Divisions 100 through 106. Recipient acknowledges that they are solely responsible for any liability or damages resulting from the storage, use, sale, and disposal of the materials and removal of lead, chromium or cadmium based paint by Recipient and Recipient will indemnify and hold harmless the Contractor and the Oregon Department of Transportation from any such claims of liability or damages.

_____ [Signature]
_____ [Title]
_____ [Date]

SECTION 00560 - STRUCTURAL STEEL BRIDGES

Comply with Section 00560 of the Standard Specifications modified as follows:

00560.00 Scope - Add the following:

Work is limited to the removal and replacement of damaged portal frame members, heat-straightening of damaged portal frame members, repair of damaged steel decking, and replacement of rivets with high strength fasteners as shown in the contract plans.

The work includes removal of existing coating from rivets to be removed and existing member surfaces adjacent to removal limits, surface preparation work, and coating of the affected areas. The existing coatings are assumed to contain lead and chromates.

00560.29(a) General - In the paragraph that begins "When shown or specified, assemble...", replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

00560.29(b) Washer Requirements - In the second and third bullets in the bullet list, replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

00560.29(c)(1) Coated Members – In the paragraph that begins "Coat fasteners visible to the public as determined by...", replace the words "02560.40(b)" with the words "02560.40".

00560.29(c)(2) Non-Coated Weathering Steel Members – Add the following paragraph to the end of this subsection:

Prior to final bolting, ensure all steel-to-steel contact surfaces have maintained the minimum requirements of SSPC-SP 6 "Commercial Blast Cleaning". The minimum appearance of the surface shall approximate Pictorial Standard Sa 2 of SSPC-VIS 1, Pictorial Surface Preparation Standards for Painting Steel Surfaces. Surfaces that do not meet the requirements of SSPC-SP 6 shall be hand tooled or re-blasted until the appearance of the blast-cleaned surface closely resembles Pictorial Standard Sa 2-1/2 of SSPC-VIS 1 as determined by the Engineer.

00560.29(d) Verification Testing, Installation, and Inspection - In the paragraph that begins "Verify correct lengths of all AASHTO...", replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

00560.29(d)(1) Direct Tension Indicator Tightening – In the paragraph that begins "Test, install, and inspect direct tension indicators...", replace the words "02560.40(b)" with the words "02560.40".

00560.29(d)(3)(c) Inspection - In footnote 3 of Table 00560-3, replace the words "ASTM A325" with the words "ASTM F3125, Grade A325 or Grade F1852".

Add the following:

00560.47 Rivet Replacement - The rivets to be removed shall be removed using a pneumatic "rivet buster" with "mole" punch, or other approved method. Do not damage structural steel surfaces or bore of holes.

Before rivet removal, remove existing coating from rivet heads and 1/2" zone around rivet head by power tool cleaning in accordance with Section 00594.42(c). Should existing coating removal result in wholesale coating removal, do not remove additional coating beyond the 1/2" zone around the rivet head in order to search for sound coating. Hand sand the periphery and perform repairs on a best effort basis. Contain debris from coating removal operations by using vacuum shrouded power tools and tarps according to Sections 00290 and 00594.

When fasteners are removed, power tool clean surfaces and holes in accordance with SSPC-SP-15 (use metal wire deburring brushes or tube brushes as necessary) and apply a zinc-rich primer to the fastener hole, the area under the new fastener washer, and the 1/2" zone where the existing coating was removed prior to rivet removal. The zinc-rich primer shall be compatible with the coating system selected in accordance with Section 00594.

Replace fasteners that are removed with ASTM F3125, Grade F1852, fasteners as shown in the contract plans. After installation of the new fasteners coat remainder of 1/2" zone per 00594.43.

Add the following subsection:

00560.49 Heat-Straightening Repairs – Repair damaged and distorted steel members (plates or built-up sections) as shown in the contract plans.

Prior to beginning work, the Contractor shall submit to the Engineer documentation of five (5) or more years of experience in the field of heat straightening major structural elements on highway or railroad bridges and a documented list of at least three (3) bridge structures that have been successfully heat straightened.

The Contractor shall prepare a heat-straightening procedure Working Drawing submittal for Engineer review and comment a minimum of four (4) weeks prior to the starting date of the heat-straightening operations. Submittal shall include heating patterns, jacking forces, monitoring plan, sequence of operations, and documentation of equipment calibration.

The Contractor shall notify the Engineer two (2) weeks prior to the starting date of heat straightening operations.

Parts to be heat-straightened shall be nearly free from all stress and external forces except those that result from the mechanical pressure used with the heat. After straightening, the Contractor shall inspect the member for fractures using a method proposed by the Contractor and accepted by the Engineer.

Jacks (or "come-alongs) shall be placed so that forces are relieved as straightening occurs during cooling. Jacking forces shall be limited so that the maximum bending moment in the heated zone

shall be less than 50 percent of the plastic moment capacity of the member or major bending element. For local damage, the jacking force shall be limited to 50 percent of the initial yield of the element. The jacking force shall be adjusted so that the sum of the jacking induced moments and the estimated residual moments shall be less than 50 percent of the plastic moment capacity of the member. As an alternative to considering residual moments, the moment due to jacking forces can be limited to 25 percent of the plastic moment capacity of the member during the first two heating cycles. For additional heat cycles, the limit of 50 percent may be used again. The Contractor shall determine and document the maximum jacking force for each damage location, and propose sequence of jacking and heating. Copies of the documentation shall be submitted to the Engineer for review before beginning repairs. Jacks or other force application devices shall be gauged and calibrated so that force exerted may be controlled and measured.

Heating shall be done using No. 8 or smaller torch tips on an oxygen-acetylene gas mixture. Vee, line, strip, or spot heating patterns shall be conducted to bring the steel within the planned pattern to a temperature between 600°F and 1200°F to produce deformations of the steel member conforming to the tolerances outlined on the plans and these special provisions. After the member has been heat straightened, the heating pattern used shall be furnished to the Engineer for informational purposes. In no case shall the temperature exceed 1200°F (a dull red) as determined with use of temperature indicating crayons, pyrometer or infrared thermometer.

The Contractor shall provide the Engineer with temperature indicating crayons manufactured for 600°F, 1000°F, and 1350°F.

The temperature of the heated metal may be determined by temperature sensitive crayons, pyrometer, or infrared thermometer.

Areas shall not be reheated until steel has cooled to below 250°F.

Only quenching with clean dry air will be permitted. Cooling with compressed air may be done only after the steel has cooled naturally to at least 600°F. Cooling shall be uniform throughout the heated area.

After the heat straightening has been completed, the Engineer will visually inspect the repaired member. At the Engineer's discretion, nondestructive testing of the structural steel and weld may be performed if cracks are suspected. The Contractor shall perform all testing.

The alignment and fit-up of the repaired members shall be within the following tolerances:

- Tolerances for sweep shall be 1/4 inch per 20 feet of length.
- Vertical deflections or waves in the members shall not be more than 1/4 inch.
- Faying surface between all steel plies at connection locations shall be in firm contact with a gap not exceeding 1/32nd inch over a minimum of 75% of the faying area.

If the alignment of the member is not straightened to within the tolerances specified or if the member is cracked as a result of the heat straightening process performed by the Contractor, the Contractor shall replace or repair the portions of the member as determined by the Engineer. The cost of repair or replacement with a new section of member, associated materials, and labor is the sole responsibility of the Contractor.

Calibration of jacks, electronic temperature devices and other equipment shall be performed within one month of the start of heat straightening work.

00560.80 Measurement - Replace this subsection, except for subsection number and title, with the following:

No measurement of quantities for Structural Steel Maintenance, Rivet Replacement, or Steel Grid Deck Maintenance will be made.

The estimated quantities of structural steel, rivet replacement, and Steel Grid Deck Maintenance is listed below.

Location	Steel Type	Quantity
Portal 46	Structural Steel Maintenance	3,438 Pound
	Rivet Replacement	116 each
	Steel Grid Deck Maintenance	1 square foot

Rivet Replacement is counted as a new bolt installation, which replaces an existing rivet, connecting to an existing steel member or plate.

00560.90 Payment – Add the following to this subsection:

Item (h) includes removal and installation of replacement members, rivet removal and replacement, steel grid deck maintenance, and heat-straightening repair.

SECTION 00594 - PREPARING AND COATING METAL STRUCTURES

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

00594.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of preparing and coating existing steel and replacement steel on the Bridge of the Gods (Br. 02592).

Mill scale will be exposed by the preparation and coating Work.

Lead-based coatings will be affected by the preparation and coating Work.

Coatings that contain chromates will be affected by the preparation and coating work.

No containment material shall extend below the lowest section of the bridge span over navigable waters.

00594.05 Waste Handling and Disposal - Add the following paragraph to the end of this subsection:

When lead is contained in the waste, dispose of waste material according to 00290.20, Section 00296, and the applicable requirements of SSPC-Guide 7.

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

For coating on the Bridge of the Gods (Br. 02592):

Furnish a Maintenance coating, 3-coat system with organic zinc primer from the QPL for all field coated members.

Furnish a Shop coating, 3-coat system with inorganic zinc primer from the QPL for all replacement members.

Provide top-coat color that matches closely to the existing silver coating on the bridge. Provide color sample to Port of Cascade Locks Project Manager for approval a minimum of twenty-one (21) days prior to application. Use same top coat material for Maintenance coating and Shop coating systems.

00594.40(b) Existing Steel Structures - Add the following paragraphs and bullets to the end of this subsection:

Prepare and coat the following surfaces:

- Existing steel surfaces according to 00560.47
- Replacement steel surfaces are to be shop coated.
- Exposed bare surfaces of existing steel remaining after removing, cutting, drilling, rivet removal, or reaming.
- All areas of existing steel within 3 inches of flange cutting.

00594.90(b) Existing Metal Structures - Replace this subsection, except for the subsection number and title, with the following:

No separate payment will be made for preparing and coating existing or replacement metal Work. Payment for this Work, including correction of damages, will be included in payment made for appropriate items under which this Work is required.

SECTION 02530 - STRUCTURAL STEEL

Comply with Section 02530 of the Standard Specifications modified as follows:

02530.70 Galvanizing - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.10(b) Nuts– Replace this subsection, except for the subsection number and title, with following:

Nuts for carbon steel bolts shall conform to the requirements of the following, or equivalent:

Plain (Noncoated) Bolts:

- 1/4" - 1 1/2" - ASTM A563, Grade A, hex
- Over 1 1/2" - 4" - ASTM A563, Grade A, heavy hex

Galvanized Bolts:

- All - ASTM A563, Grade A, C, D, or DH, heavy hex

02560.20(a) Bolts – Replace this subsection, except for the subsection number and title, with following:

High-strength bolts used in noncoated weathering steel connections shall be Type 3. High-strength bolts shall conform to the requirements of the following:

Heavy Hex Head:

- ASTM F3125, Grade A325

Twist-Off:

- ASTM F3125, Grade F1852

02560.20(b) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for high-strength bolts shall conform to the requirements of the following, or equivalent:

Type 1 Plain (Noncoated) Bolts:

- All - Heavy hex ASTM A563, Grade C, D, or DH

Type 1 Galvanized Bolts:

- All - Heavy hex ASTM A563, Grade DH

Type 3 Bolts:

- All - Heavy hex ASTM A563, Grade C3 or DH3

02560.20(f) Lock-Pin and Collar Fasteners - Delete this subsection.

02560.30(c) Nuts – Replace this subsection, except for the subsection number and title, with following:

Nuts for tie rods, anchor bolts, and anchor rods shall conform to the requirements of the following, or equivalent:

Plain Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A

Galvanized Steel Tie Rods, Anchor Bolts, and Anchor Rods:

- All - Heavy hex ASTM A563, Grade A, C, D, or DH

Plain Or Galvanized High-Strength Tie Rods, Anchor Bolts, or Anchor Rods:

- All - Heavy hex ASTM A563, Grade DH

02560.40 Galvanizing and Coating - Replace this subsection with the following subsection:

02560.40 Galvanizing and Coating:

(a) High Strength Fasteners - When specified, hot-dip galvanize Grade A325 fasteners or mechanically deposit zinc to Grade F1852 fasteners according to ASTM F3125.

(b) Tie Rods, Anchor Bolts, Anchor Rods and Carbon Fasteners - Hot-dip galvanize, tie rods, anchor bolts, anchor rods, nuts, washers and carbon fasteners according to ASTM F2329 as appropriate to the product.

Overtap nuts for galvanized fasteners, galvanized tie rods, galvanized anchor bolts, and galvanized anchor rods according to ASTM A563.

Measure the zinc thickness on the wrench flats or top of bolt head of galvanized bolts and on the wrench flats of galvanized nuts.

(c) Direct Tension Indicators – When specified, apply mechanically deposited zinc according to ASTM F959.

(d) Repair of Hot-Dip Galvanizing - Repair damaged hot-dip galvanizing according to ASTM A780. Minimum zinc content for Method A2 is 94 percent on the dry film.

02560.60(b) Other Test Requirements - In the paragraph that begins "Wedge test all bolts according..." replace the words "AASHTO M 164 (ASTM A325)" with the words "ASTM F3125, Grade A325 or Grade F1852".

02560.70 Lubricating Fasteners - Replace this subsection, except for the subsection number and title, with following:

Furnish all galvanized and coated fasteners with a factory applied commercial water-soluble wax that contains a visible dye of a color that contrasts with the color of galvanizing or coating. Black fasteners shall be "oily" to the touch when installed.

Field lubricate galvanized bolts in tapped holes, galvanized anchor rods, and galvanized tie rods with a lubricant from the QPL. Apply lubricant to threads and to bearing surfaces that will turn during installation.

Protect fasteners from dirt and moisture at the Project site.

Retest heavy hex head fasteners that do not pass the field rotational capacity test. Clean and relubricate heavy hex head fasteners with a lubricant from the QPL prior to retesting.

Relubrication of Twist-Off fasteners is not permitted.

**SECTION 12
 BID SCHEDULE**

Payment for the Work done under this Contract will be made at the unit prices listed on the inserted sheet or sheets which follow. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amounts of work to be done and paid for will be in accord therewith.

ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
PART 00200 - TEMPORARY FEATURES AND APPURTENANCE					
210	MOBILIZATION	LS	1		
225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1		
253	TEMPORARY WORK ACCESS AND CONTAINMENT	LS	1		
290	WORK CONTAINMENT PLAN	LS	1		
PART 00500 - STRUCTURES					
560	STRUCTURAL STEEL MAINTENANCE	LS	1		
PROJECT TOTAL					