

### **Port of Cascade Locks**

Painting Request for Qualifications

### Purpose:

The Port of Cascade Locks (Port) is seeking a painting contractor for a multi-year contract to perform cost effective and innovative painting services to help extend the service life of The Bridge of the Gods. The selected contractor would be entered into a 2-year contract, renewable for at least one additional 2-year term at the sole discretion of the Port.

The immediate goals and objectives for this work is to stop active corrosion, restore protective coating on steel members, address areas of structural degradation if encountered, and to identify cost effective methods of preserving the bridge structural steel while minimizing the impacts to the travelling public.

### **Background:**

The Bridge of the Gods is a toll bridge, owned and operated by the Port of Cascade Locks, and is a vital link for commuters and communities on both sides of the Columbia River.

The Bridge of the Gods was constructed in 1926. The cantilevered truss bridge was raised in 1940 and new approach spans constructed at each end. The Washington approach consists of 3 deck truss spans totaling approximately 460 feet and the Oregon approach consists of 3 spans of haunched riveted steel girders totaling approximately 243 feet. The cantilevered through-truss is approximately 1131 feet in overall length.

The bridge spans over the Columbia River, BNSF tracks under the Washington approach spans, and UPRR tracks and Wa Na Pa Street under the Oregon spans.

Plans for the existing bridge are limited. The approach spans are noted to have shop coatings of red lead and oil. It is assumed that the cantilever truss has a similar shop coat and the top coat is unknown. It is believed that the bridge was repainted in the 1960's but there are no known details about this. In addition to lead, other heavy metals should be assumed to be present.

The existing condition of the paint system is relatively fair for a large portion of the bridge however, there are many localized areas of peeling, surface corrosion and pitting throughout. Pack rust has caused minor to severe distortion at gusset plates and other locations. The Port has general condition information and locations of problem areas from bridge inspection reports. A representative sample is provided in Attachment 1 – Paint Condition Summary.

### **Size of Anticipated Task Orders:**

The Port is anticipating up to \$300,000 per year for painting projects. This could consist of one or more task orders within each fiscal year.

### **Scope of Work:**

The selected contractor will collaborate with the Port and its Engineer to help define the extent of work and price of Task Orders. It is anticipated that an initial task order will be issued for inspection of the bridge to assess current conditions, identify work access and traffic control needs, identify initial painting task order and anticipated subsequent task orders. Paint sample testing for heavy metals will be required for each of the distinctive sections of the bridge (Oregon approach, through truss, Washington approach).

Task orders will identify specific locations to be addressed, method of access and traffic control needs, type of containment and hazardous material disposal, surface preparation type and equipment, paint system, quality control and quality assurance.

Traffic control may require WSDOT approvals if affecting the SR14 intersection, ODOT approvals if affecting Wa Na Pa Street, and both agencies if bridge closures or extended lane closures are required. Coordination and approvals may be required by railroads for work occurring over their tracks and U.S. Coast Guard for work over navigable waterway.

Lane closures on the bridge are typically limited to the hours of 9:00 a.m. to 3:00 p.m. Monday through Friday. Bridge closures are typically limited to the hours of 9:30 p.m. to 5:30 a.m. Sunday through Thursday. The use and number of lane or bridge closures must be approved by the Port. Accommodations for pedestrians and emergency vehicles must be provided for. The bridge is load posted and restrictions to work zone loads may apply if significant areas or concentrated loads are proposed.

Prevent, control, and abate pollution of the environment. Environmental protections for waters and fish must be maintained. A Pollution Control Plan will be required. The regulated work area is the area at or below the existing water elevation of the Columbia River.

Health and safety criteria for workers must be maintained. Comply with all applicable health and safety laws as they pertain to hazardous waste and materials. A job specific written compliance program, according to 29 CFR 1926.62(e)(2), will be required. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.

Provide temporary work access and containment systems for all areas involved with the work. A Work Containment Plan will be required including stamped working drawings and calculations as applicable. 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. Coordinate with Port's Engineer regarding load limitations on the bridge.

Structural repairs may be required as conditions are encountered, and contractor will need to be prepared for rapid response. Gusset plates with excessive edge clearances may require addition of sealing bolts. Rivet replacement may be required and rivet removal to be done with pneumatic "rivet buster" with "mole" punch, or other approved method. Damage to structural steel or bore of holes is to be avoided. Connections are to be considered as slip critical. Replacement fasteners will be galvanized ASTM F3125, Grade F1852 bolts.

Surface preparation is generally anticipated to be in accordance with SSPC-SP 15 *Commercial Grade Power Tool Cleaning* for small and localized areas. Abrasive blast cleaning and waterjet cleaning will require full containment and collection of discharged media.

Maintenance coatings are to be a 3-coat system with organic zinc primer, from the qualified products list (QPL). Shop coatings are to be a 3-coat system with inorganic zinc primer from the QPL. Alternative coating systems may be approved with adequate supporting justification and evidence of performance. Stripe coats will be provided.

Quality Control inspection and Quality Assurance inspection will be required. Given the expected limitations for access it is desirable to have an acceptable Quality Control inspection program provided by the contractor and Quality Assurance inspections provided by the Port.

### **Technical Specifications**

Work will be performed in accordance with the 2021 Oregon Standard Specifications for Construction. Special provisions are expected to include, but not be limited to, the following sections:

- 00220 Accommodations for Public Traffic
- 00221 Common Provisions for Work Zone Traffic Control
- 00253 Temporary Work Access and Containment
- 00290 Environmental Protection
- 00296 Paint and Painted Materials
- 00560 Structural Steel Bridges
- 00594 Preparing and Coating Metal Structures

Standard specifications and boilerplate special provisions can be found at ODOT's website at:

https://www.oregon.gov/odot/Business/Pages/Standard Specifications.aspx

### **Instructions to Respondents**

Proposal responses shall be submitted electronically in pdf format. Proposals shall be signed by an individual authorized to sign contracts on behalf of the proposing firm. Proposals shall address the items identified in the Evaluation Criteria section.

Proposals should be formatted for standard letter size pages (8.5 x 11) and is suggested to not exceed 10 pages, with exception of appendices, supplemental information or cover letters.

Submit proposals via email to Mark Libby at <a href="mark.libby@hdrinc.com">mark.libby@hdrinc.com</a> with Painting RFQ in the subject line. Proposals shall be submitted by 5:00 p.m., Pacific Standard Time, on March 26, 2021.

Proposals will be reviewed and scored based on the evaluation criteria. The Port reserves the right to conduct phone interviews at their discretion to help determine the selection.

### **Evaluation Criteria**

### **Project Team** (15 points)

- Provide company name and address of corporate or primary office.
- Identify person(s) authorized as signatories for the company.
- Project Manager that will be the primary point of contact for task order development and delivery. Provide a resume and contact information for the Project Manager.
- Field personnel expected to conduct the work.
- Quality Control and inspection personnel. Provide a resume for the Quality Control lead.
- Identify vendors and subcontractors to be used.

Provide relevant training, certifications, and experience for proposed personnel as an appendix to the proposal. Include resume for Project Manager and Quality Control lead in this appendix.

### **Experience and Approach to Maintenance Painting** (20 points)

- Describe your experience providing maintenance painting services and how it differs from large repainting projects.
- Describe successful methods of controlling the limits of repair areas.
- Describe your experience working on historically significant structures.
- Describe your experience conducting structural steel repairs encountered during painting projects.

Provide 3 to 5 reference projects performing similar maintenance painting work including project name, owner, description of work provided, contract value, and contact information for the owner's representative as an appendix to the proposal.

### **Approach to Assisting Task Order Development** (30 points)

- Describe your approach to assisting the Port in developing task order scope and fee.
- Describe measures you will employ to control costs.
- Describe your approach to identifying and progressing the maintenance painting needs to provide the best value to the Port.

### **Approach to Access, Containment, and Traffic Control** (20 points)

- Describe your approach to traffic control, work access and containment for above deck sections.
- Describe your approach to traffic control, work access and containment for below deck sections.
- Describe the equipment for surface preparation and the staging and storage needs for equipment and materials.
- Describe your approach to providing Quality Control inspection and access for Quality Assurance.

### **Innovations** (15 points)

• Describe innovative approaches you will employ to deliver the best value to the Port.

### **Schedule of Proposal and Selection**

Issue Request for Proposals – March 5, 2021

Proposal submittals due – March 26, 2021, 5:00 p.m. (pst)

Selection notification expected – April 9, 2021

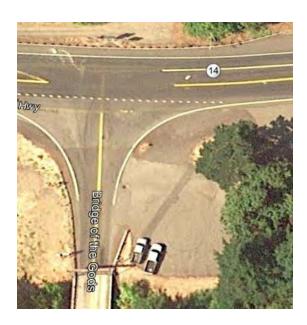
Initial meeting to discuss scoping of Task Orders – April/May, 2021

### **Contractual Terms and Conditions**

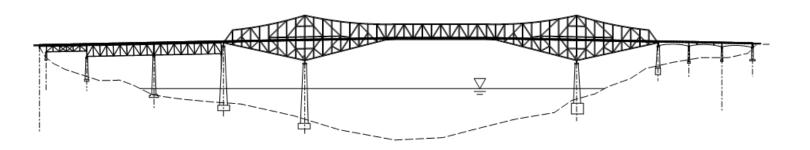
Port of Cascade Locks Standard Terms and Conditions as provided in Attachment 2 – Sample Contract.

### **Staging Area**

The paved lot at the northwest quadrant of the bridge may be used for equipment and material staging with coordination with the Port. There are times when this lot is used for other purposes so schedule coordination will be necessary.

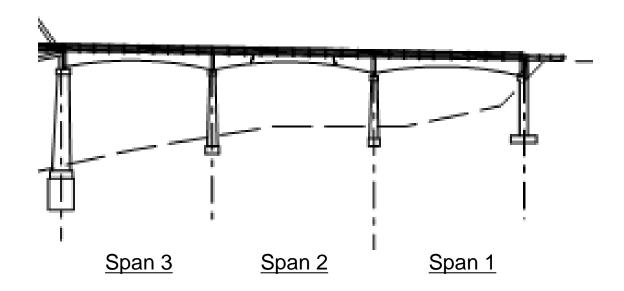


### Attachment 1 - Paint condition Summary



NOTE: The information contained within this attachment are general condition assessments from a 2017 inspection and are for general information as to the type of conditions anticipated and overview of the bridge structure.

## OREGON APPROACH SPANS PAINT CONDITION



			Bridge	e of the Gods Pai	nt SummaryOregon Approach Spans
Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	Notes
1		Cindon	CS3	10%	-Bleeding corrosion at top flange/deck interface
1	US	Girder	CS4	10%	-Pack rust between bottom flange angle and cover plate
2	US	Girder and Floor Beams	CS3	25%	-Bleeding corrosion at top flange/deck interface -Top coat failure on FB flanges at connection to girders -FB adjacent to low station pin has laminar corrosion on top and bottom flange -Surface rust on top flange cover plate
			CS4	10%	-Pack rust between top flange angles and cover plate.
3	US	Girder and Floor Beams	CS4	10%	-Painted over pack rust at low station splice plate
1	DS	Girder	CS3	10%	-Bleeding corrosion at top flange/deck interface
	ט		CS4	10%	-Pack rust between bottom flange splice plates
		Girder and Floor Beams	CS3	10%	-Blistering paint at connection to sign support -Pitting in exterior web at midspan -Minor surface rust on girder next to low station pin -Wet blistering paint on bottom flange of floorbeam at connection to girder -Bent 2 bearing has surface rust throughout.
2	DS		CS4	25%	-Intermittent pack rust between bottom flange and cover plates -Pack rust at midspan splice plate on outside -Laminar rust on top of bottom flange at floorbeams adjacent to low station pin and hanger with minor section loss -Laminar rust on floorbeam adjacent to north pin and hanger on bottom flange with minor section loss
3	DS	Girder and Floor Beams	CS3	10%	-Areas of peeling paint and exposed metal on girder -Intermittent paint scrapes with exposed steel
			CS4	20%	-Pack rust between bottom flange angle and bottom flange plate

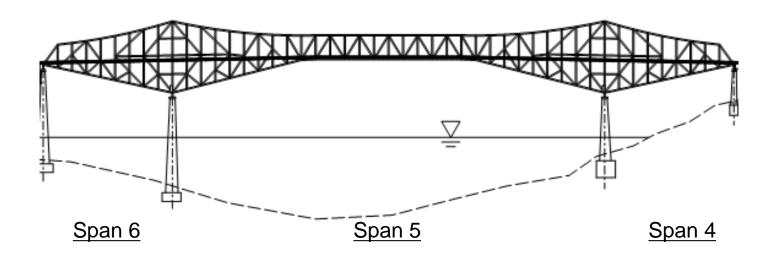








# ANCHOR SPANS, CANTILEVER SPANS, AND SUSPENDED SPAN PAINT CONDITION



	Bridge of the Gods Paint SummaryOregon Anchor Span						
Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	Notes		
4	US	U2-U3	CS2	10%	-Failed paint and surface corrosion on eyebar heads		
4	US	U3-U4	CS2	10%	-Pitting below pin at U3		
4	US	U5-U6	CS2	20%	-Patches of failed paint with surface corrosion		
4	US	U6-U7	CS4	20%	-Pack rust between eye bars with peeling paint and surface corrosion		
4	US	U7-U8	CS4	5%	-Minor pack rust, pitting, and rust staining		
4	US	U8-U9	CS4	20%	-Pack rust between eyebars and random surface corrosion throughout		
4	US	L1-M2	CS2	15%	-Minor corrosion at gusset plate repair		
4	US	LM2-U3	CS4	20%	-Moderate paint loss, surface corrosion, and pitting		
4	US	M5-T6	CS4	10%	-Pack rust between outboard gusset and channel at M5		
4	US	T6-U7	CS4	15%	-Pack rust at T6 gusset		
4	US	L5-B6	CS3	10%	-Gusset plate at B6 has laminar corrosion and peeling paint		
4	US	M7-T8	CS4	5%	-Pack rust at M7 gusset plate		
4	US	T8-U9	CS2	15%	-Surface corrosion on gusset plate at T8		
4	DS	U1-U2	CS2	30%	-Peeling paint and surface corrosion		
4	DS	U2-U3	CS4	10%	-Pack rust at U3 with peeling paint and surface corrosion		
4	DS	U3-U4	CS4	10%	-Pack rust between eyebar heads and plates		
4	DS	U4-U5	CS4	10%	-Pack rust between eyebar heads and peeling paint and surface corrosion		
4	DS	U5-U6	CS2	10%	-Surface corrosion and peeling paint and areas of exposed steel		
4	DS	U6-U7	CS4	10%	-Pack rust at eyebar heads on both ends, surface corrosion, and pitting		
4	DS	U7-U8	CS4	20%	-Pack rust between eyebar and vertical gusset with surface corrosion and pitting		
4	DS	U8-U9	CS4	30%	-Pack rust between eyebar heads at U9 and pitting		
4	DS	L0-U1	CS4	50%	-Pack rust at U1 and peeling paint along top plate and channels		
4	DS	M2-U3	CS3	25%	-Heavy paint loss and surface corrosion throughout member		
4	DS	M5-T6	CS4	10%	-Pack rust at M5		
4	DS	T6-U7	CS4	10%	-Pack rust at T6 and minor surface corrosion		
4	DS	L5-B6	CS2	10%	-Peeling paint and pitting along gusset plate at B6		
4	DS	L7-B8	CS4	20%	-Pack rust at B8 and localized surface corrosion		
4	DS	M7-T8	CS4	10%	-Pack rust at M7 at both gusset plates, peeling paint, and surface corrosion		
4	DS	T8-U9	CS2	5%	-Peeling paint at U9		

	Bridge of the Gods Paint SummaryOregon Anchor Span						
Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	Notes		
4	US/DS	Stringers and Floorbeams	CS2	10%	-Approximately 10% paint failure primarily concentrated at bottom of bottom flanges, edges of top flanges, and connection points		

	Bridge of the Gods Paint SummaryOregon Cantilever Span							
Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	Notes			
5	US	U11-U12	CS4	10%	-Pack rust at U12 gusset plate			
5	US	U12-U13	CS4	10%	-Pack rust at U13 gusset plate with pitting and surface corrosion			
5	US	U14-U15	CS2	30%	-Peeling paint, surface corrosion, and minor areas of missing paint			
5	US	U15-U16	CS2	5%	-Missing paint and light surface corrion near U16			
5	US	U9-T10	CS4	10%	-Pack rust initiating at U9			
5	US	T10-M11	CS2	10%	-Area of failed paint with pitting at M11 gusset plate			
5	US	B10-L11	CS4	15%	-Pack rust at top gusset at M10 with peeling paint and surface corrosion			
5	US	U11-T12	CS4	10%	-Pack rust at T12 south gusset plate			
5	US	B12-L13	CS4	10%	-Pack rust, peeling paint, and surface corrision at B12 gusset			
5	US	M16-L17	CS4	10%	-Pack rust at both sides of M26 gusset plate			
5	US	U17-L18	CS3	10%	-Laminating corrsion and paint failure on outboard gusset plate			
5	US	U19-L19	CS4	10%	-Pack rust in supplemental gusset plates near pin			
5	DS	U9-U10	CS4	10%	-Pack rust between eyebar heads at U9 and peeling paint with surface corrosion			
5	DS	U10-U11	CS4	10%	-Pack rust between eyebars, peeling paint, pitting, and surface corrosion			
5	DS	U11-U12	CS4	20%	-Pack rust between eyebar and gusset at U11 and areas of surface corrosion at U11			
5	DS	U12-U13	CS4	10%	-Pack rust at U12 between eyebar heads			
5	DS	U13-U14	CS4	20%	-Pack rust between eyebar heads at U13, peeling paint, pitting, and surface corrosion along eyebar heads			
5	DS	U14-U15	CS4	10%	-Pack rust at eyebar ends			
5	DS	U17-U18	CS4	5%	-Pack rust at U17 gusset plate			
5	DS	U9-T10	CS4	10%	-Pack rust at U9 and T10 gusset plates			
5	DS	T10-M11	CS4	10%	-Pack rust at M11 and T10 gusset plates			
5	DS	B10-L11	CS4	10%	-Pack rust at B10 and L11 gusset plates			
5	DS	U11-T12	CS4	5%	-Pack rust at T12 gusset plate			
5	DS	M14-L15	CS4	10%	-Pack rust at M14 and L15 gusset plates			
5	DS	B12-L13	CS4	10%	-Pack rust at B12 gusset plate			
5	DS	U15-M16	CS4	5%	-Pack rust at L15 gusset plate			
5	DS	U17-L18	CS2	10%	-Minor surface corrosion at at edges of lower splice plate			

5	US/DS	Stringers and Floorbeams	CS2	10%	-Approximately 10% paint failure primarily concentrated at bottom of bottom flanges, edges of top flanges, and connection points
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	Bridge of the Gods Paint SummarySuspended Span								
Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	Notes				
5	US	L23-L24	CS2	10%	-Isolated areas of surface rust				
5	US	L24-L25	CS4	10%	-Pack rust between outboard gusset plate and navigation light connection barMinor areas of peeling paint and surface corrosion				
5	US	L26-L27	CS4	10%	-Pack rust and section loss at L27				
5	US	L28-L29	CS2	5%	-Isolated areas of peeling paint and surface corrosion				
5	US	L23-U24	CS4	10%	-Pack rust and section loss at L23				
5	US	U24-L24	CS2	10%	-Isolated areas of pitting				
5	US	U24-L25	CS4	15%	-Pack rust at U24 and isolated areas of pitting				
5	US	L27-U28	CS2	10%	-Isolated areas of surface rust				
5	US	U28-L28	CS4	15%	-Pack rust at L28				
5	US	U29-L29	CS4	30%	-Pack rust at L28 pin and Isolated areas of pitting				
5	DS	L19-L20	CS4	30%	-Pack rust at L19 pin and fill pill plates, peeling paint, and surface corrosion				
5	DS	L20-L21	CS4	30%	-Pack rust at L20 and L21 and minor pitting				
5	DS	L21-L22	CS4	20%	-Pack rust and pitting at L21				
5	DS	L22-L23	CS4	20%	-Pack rust between outboard gusset and floorbeam connection angle at L2, peeling paint, and surface corrosion				
5	DS	L23-L24	CS2	10%	-Minor paint loss				
5	DS	L24-L25	CS2	10%	-Minor peeling and paint loss				
5	DS	L25-L26	CS2	10%	-Minor paint loss				
5	DS	L26-L27	CS2	10%	-Isolated areas of surface rust and paint loss				
5	DS	L27-L28	CS2	10%	-Minor peeling and paint loss				
5	DS	U20-L20	CS2	10%	-Minor paint loss on interior surface of wind lock plates				
5	DS	U20-L21	CS2	50%	-Peeling paint and exposed primer along length of member				
5	DS	U22-L23	CS2	20%	-Random areas of exposed primer				
5	DS	L23-U24	CS4	10%	-Pack rust and freckled rust on gusset plates				
5	US/DS	Stringers and Floorbeams	CS2	10%	-Approximately 10% paint failure primarily concentrated at bottom of bottom flanges, edges of top flanges, and connection points				

Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	Notes
5	US	U33-U34	CS2	5%	-Peeling paint and surface corrosion
5	US	U34-U35	CS4	10%	-Pack rust between eyebars at U35 and surface corrosion
5	US	U35-U36	CS4	10%	-Pack rust, peeling paint, and surface corrosion
5	US	U37-U38	CS2	10%	-Peeling paint and surface corrosion
5	US	U38-U39	CS2	10%	-Surface corrosion and bleeding corrosion
5	US	M34-M35	CS2	5%	-Paint loss and surface corrosion
5	US	M35-T36	CS4	5%	-Pack rust at T36 gusset
5	US	T36-U37	CS2	5%	-Pack rust at U37 gusset
5	DS	U29-L29	CS4	15%	-Pack rust between pin plates and surface corrosion
5	DS	U33-U34	CS4	20%	-Pack rust on eyebar heads with paint failure and pitting
5	DS	U35-U36	CS4	20%	-Pack rust between eyebars, surface corrosion, and pitting
5	DS	U36-U37	CS4	10%	-Pack rust between eyebars, surface corrosion, and pitting
5	DS	U37-U38	CS4	10%	-Pack rust between eye-bar heads
5	DS	U38-U39	CS2	25%	-Peeling paint and surface corrosion
5	DS	M35-T36	CS4	10%	-Pack rust and pitting
5	DS	T36-U37	CS4	10%	-Pack rust on T36 gusset plate
5	US/DS	Stringers and Floorbeams	CS2	10%	-Approximately 10% paint failure primarily concentrated at bottom of bottom flange edges of top flanges, and connection points

			Bridge	of the Gods Pair	nt SummaryWashington Anchor Span
Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	Notes
6	US	U40-U41	CS4	10%	-Pack rust at eyebar heads and peeling paint with surface corrosion on eyebars
6	US	U41-U42	CS4	10%	-Pack rust between eyebars at U42 and areas of peeling paint with surface corrosion
6	US	U42-U43	CS4	10%	-Pack rust at U43 gusset plate with peeling paint and surface corrosion
6	US	U43-U44	CS4	10%	-Pack rust between eyebars at U44 with peeling paint and surface corrosion
6	US	U44-U45	CS4	10%	-Pack rust between eyebars at U44 and U45
6	US	U46-U47	CS4	10%	-Pack rust at U46 along top edge of gusset plate and areas of peeling paint and surface corrosion
6	US	U39-T40	CS3	20%	-Peeling paint, surface corrosion, and pitting
6	US	U45-M46	CS4	20%	-Pack rust between gusset and channel at U45
6	US	M46-L47	CS4	20%	-Pack rust at L47 gusset plate and peeling paint and surface corrosion near M46
6	DS	U39-U40	CS2	10%	-Active pitting on pin collar at U39
6	DS	U40-U41	CS4	20%	-Pack rust between eyebars, peeling paint, and pitting
6	DS	U41-U42	CS4	20%	-Pack rust initiating between eyebars
6	DS	U42-U43	CS4	25%	-Pack rust between eye bars, pitting, and peeling paint
6	DS	U44-U45	CS4	20%	-Pack rust between outboard pin nut and gusset plate, paint failure and surface corrosion
6	DS	T40-M41	CS4	10%	-Pack rust on M41 gusset plates
6	DS	U41-T42	CS4	10%	-Pack rust at U41 and multiple areas of surface corrosion
6	DS	T42-M43	CS4	15%	-Pack rust at M43 gusset and pitting and surface corrosion
6	DS	M44-L45	CS2	5%	-Peeling paint and surface corrosion
6	DS	B42-L43	CS4	10%	-Pack rust, failed paint, pitting, and surface corrosion
6	US/DS	Stringers and Floorbeams	CS2	10%	-Approximately 10% paint failure primarily concentrated at bottom of bottom flanges, edges of top flanges, and connection points

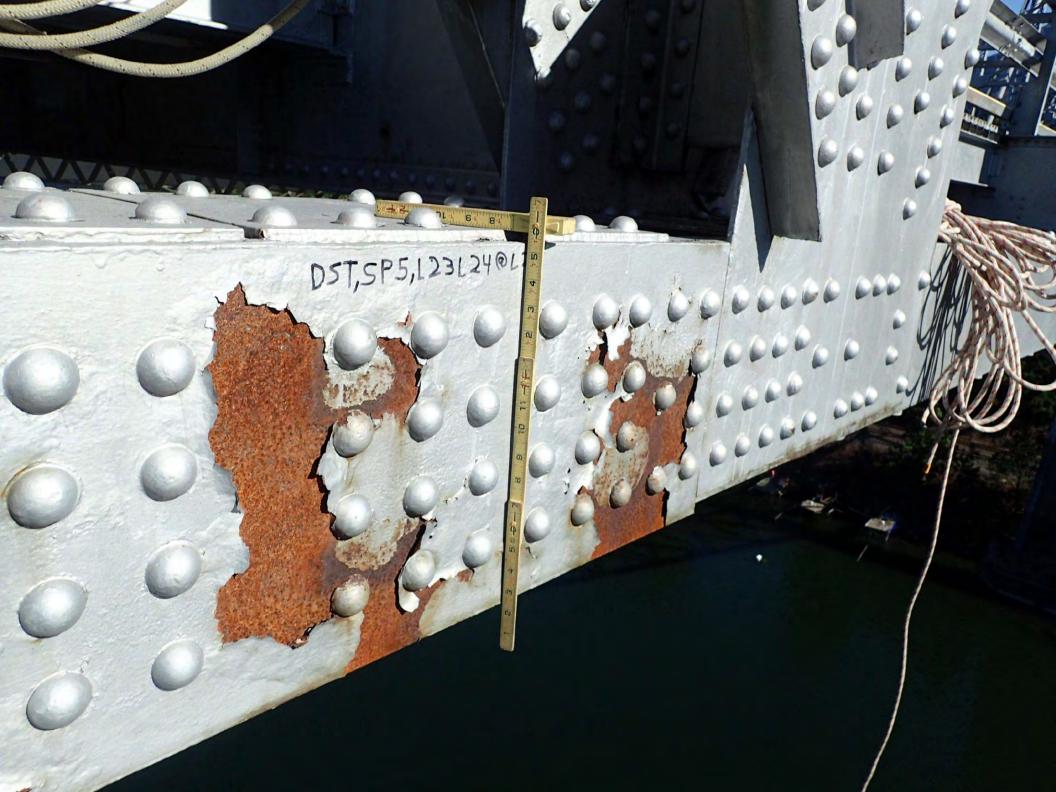
























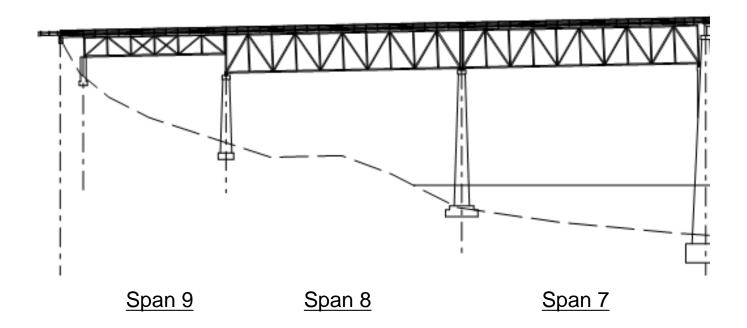








# WASHINGTON APPROACH SPANS PAINT CONDITION



Bridge of the Gods Paint SummaryWashington Approach Spans							
Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	Notes		
7	US	L0-L1	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
7	US	L1-L2	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
7	US	L2-L3	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
7	US	U1-L2	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
7	US	U5-L6	CS2	10%	-Isolated areas of surface rust		
7	US	L6-U7	CS2	10%	-Isolated areas of surface rust on batten plates		
7	US	L8-U9	CS4	10%	-Pack rust in vertical fill plates at L8		
8	US	L0-L1	CS2	15%	-Isolated areas of peeling paint and surface corrosion		
8	US	L1-L2	CS2	15%	-Isolated areas of peeling paint and surface corrosion		
8	US	L2-L3	CS4	10%	-Pack rust at fill plates and peeling paint		
8	US	L3-L4	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
8	US	L4-L5	CS2	10%	-Isolated areas of peeling paint, surface corrosion, and pitting		
8	US	L5-L6	CS4	10%	-Isolated areas of peeling paint, surface corrosion, and pack rust in fill plates at L6		
8	US	L8-L9	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
8	US	L9-L10	CS2	10%	-Isolated areas of peeling paint		
8	US	L6-U7	CS4	10%	-Pack rust between vertical and stay plate at L6		
9	US	L1-L2	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
9	US	L4-L5	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
9	US	L5-L6	CS2	10%	-Isolated areas of pitting		
9	US	U1-L2	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
9	US	U2-L3	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
9	US	L3-U4	CS2	10%	-Isolated areas of peeling paint and surface corrosion		
7	DS	L0-L1	CS2	15%	-Peeling paint and surface corrosion		
7	DS	L1-L2	CS4	15%	-Painted over active pack rust between fill plates and vertical plate at L2		
7	DS	L2-L3	CS4	15%	-Peeling paint along lower chord and gusset plate interface -Painted over pitting at L2 -Pack rust between fill plates and vertical member		
7	DS	L3-L4	CS2	10%	-Isolated areas of surface corrosion along member		
7	DS	L4-L5	CS2	10%	-Isolated areas of surface corrosion along member		

Bridge of the Gods Paint SummaryWashington Approach Spans							
Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	INOTES		
7	DS	L5-L6	CS4	25%	-Peeling paint and reactivated corrosion in gusset plate at L6 with pitting -Pack rust between fill plates and vertical member at L6		
7	DS	L6-L7	CS2	20%	-Isolated areas of surface corrosion along member		
7	DS	L7-L8	CS4	15%	-Peeling paint and reactivated corrosion along gusset plate lower chord interface at L8 -Pack rust between fill plates and vertical member at L8 -Isolated areas of surface corrosion along member		
7	DS	L8-L9	CS2	20%	-Peeling paint and surface corrosion typical on downstream truss		
7	DS	L9-L10	CS2	15%	-Isolated areas of surface corrosion along member		
7	DS	L6-U7	CS2	10%	-Isolated areas of surface corrosion on downstream gusset plate at U7		
8	DS	LO-L1	CS4	10%	-Painted over pack rust between lower chord and gusset plates		
8	DS	L1-L2	CS3	10%	-Isolated areas of surface rust and peeling paint		
8	DS	L1-L2	CS4	20%	-Painted over pack rust at vertical fill plates at L2 with pitting -Lower horizontal gusset plate at L2 has laminar corrosion with section loss		
8	DS	L2-L3	CS2	10%	-Isolated areas of peeling paint and surface corrosion.		
8	DS	L3-L4	CS3	10%	-Peeling paint and surface corrosion on gusset plates for lower lateral bracing at L3Isolated areas of surface corrosion.		
			CS4	10%	-Painted over Pack rust at L4 fill plates.		
8	DS	L4-L5	CS3	10%	-Peeling paint and surface corrosion at batten plate near L5.		
8	DS	L4-U4	CS4	10%	-Pack rust between gusset plate and L4-U4.		
8	DS	L5-L6	CS4	10%	-Isolated areas of surface corrosion, pitting, and painted over pack rust at L6 gusset plate		
8	DS	L6-L7	CS3	10%	-Isolated Areas of surface corrosion and exposed primer.		
8	DS	L8-L9	CS4	10%	-Peeling paint with surface corrosion, pitting, and pack rust in fill plate at L8		
8	DS	L9-L10	CS3	15%	-Peeling paint with surface corrosion and pitting		
8	DS	U1-L2	CS3	10%	-Isolated areas of surface corrosion concentrated at L2 gusset plate		
8	DS	U3-L4	CS3	10%	-Isolated areas of surface corrosion		
8	DS	L4-U5	CS3	10%	-Isolated areas of surface corrosion		
8	DS	U5-L6	CS3	10%	-Isolated areas of surface corrosion		

Bridge of the Gods Paint SummaryWashington Approach Spans								
Span	Truss or Girder Line	Member	Paint Condition State	Percentage of Member in CS	Notes			
8	DS	L6-U7	CS3	10%	-Isolated areas of surface corrosion			
8	DS	L8-U9	CS3	10%	-Isolated areas of surface corrosion			
8	DS	L9-U9	CS4	10%	-Pack rust between gusset and vertical			
9	DS	LO-L1	CS3	10%	-Minor peeling paint and surface rust			
9	DS	L2-L3	CS2	10%	-Minor peeling paint			
9	DS	L4-L5	CS3	25%	-Minor areas of peeling paint with surface corrosion			
9	DS	L5-L6	CS3	25%	-Minor areas of peeling paint with surface corrosion			
9	DS	U1-L2	CS2	25%	-Minor peeling paint exposing primer and some bare metal -Heavy dirt and debris accumulation on top surfaces			
7-9	US/DS	Stringers and Floorbeams	CS2	20%	-Approximately 20% paint failure primarily concentrated at bottom of bottom flanges, edges of top flanges, and connection points			

















### Attachment 2 - Sample Contract

#### PORT OF CASCADE LOCKS

#### MASTER SERVICES AGREEMENT FOR BRIDGE OF THE GODS PAINTING PROJECTS

This Master Services Agreement for Bridge of the Gods Painting Project	s (the "Agreement") is
entered into by and between the Port of Cascade Locks, an Oregon speci	al district formed under
ORS Chapter 777 ("The Port" or the "POCL"), and	
a business entity organized under the laws of the State of	("Contractor")

#### **RECITALS**

- A. The Port requires the services of a qualified painting contractor to perform on-call, cost-effective, innovative painting services to extend the service life of the Bridge of the Gods.
- B. Contractor is willing and qualified to perform the services required.
- C. POCL desires to engage Contractor for the services needed, and Contractor desires to perform the services for the Port, subject to the torus and conditions set forth in this Agreement.

Therefore, the Parties agree as follows:

#### **AUREEMENT**

#### 1. Scope of Services

- a. <u>General Scope.</u> This is an on-call master services agreement. Contractor shall perform the general scope of work as set forth in the Painting RFQ, issued by the Port on \_\_\_\_\_ and attached hereto as **Exhibit A**.
- b. Task Orders. The specific scope of work required throughout the term of this Agreement shall be requested by the Port via written service requests (the "Work" or the "Services"). Upon receipt of a service request, Contractor shall prepare and submit to the Port a proposed scope, schedule, staffing plan, and budget within ten (10) days of receipt. The Port will then issue a Task Order for the agreed upon scope, schedule, and budget, for the specific services requested. Each Task Order will identify the specific locations to be addressed by the Work, method of access and traffic control needs, type of containment and hazardous material disposal, surface preparation type and equipment, paint system, quality control and quality assurance. Each Task Order shall be signed by an authorized representative of each Party before it may take effect.
- c. <u>Standard of Care.</u> The standard of care applicable to Contractor's Work shall be the skill and diligence normally applied by providers of the same or similar service at the time the Services are performed.
- d. <u>Qualifications</u>. All Services shall be performed by qualified personnel who, at the time of their performance of the Work, are licensed or otherwise qualified by the State of Oregon to perform the Services.

e. <u>Unsatisfactory Work.</u> Contractor shall redo and rectify any Work that is found by either Contractor or the Port to be unsatisfactory for any reason; or as not meeting the standard of care provide herein; or as not meeting the technical specifications required, without additional compensation to Contractor and with all costs and expenses for remedying the unsatisfactory Work to be borne by Contractor.

#### 2. Compensation

- a. <u>Fees.</u> POCL shall pay Contractor the fees and rates for Work performed as set forth in each individual Task Order, subject to the maximum contract cost provided under this Section, and subject to any not-to-exceed amount that is included in an individual Task Order.
- b. Maximum Contract Cost. The maximum compensation amount under the Initial Term of this Agreement shall not exceed six-hundred thousand dollars (\$600,000). For any Renewal Terms, the maximum compensation amount under each Renewal Term shall not exceed \$300k for annual renewals; \$600k if bi-annual renewals used. The Port shall make no payments to Contractor that exceed these amounts, without prior authorization of the governing body of the Port which authorization is at the sole discretion of the Port.
- c. <u>Invoices; Payments.</u> Contractor shall submit invoices for Work actually performed directly to: Olga Kaganova at the folloving address: okaganova@portofcascadelocks.org. In voices shall reference the individual Task Order and contain a description of the Work performed corresponding to each invoiced amount. Invoices shall be submitted no more than monthly for Services performed within the previous month. The Port will remit payment within thirty (30) days of receipt of the invoice
- d. <u>Disputes.</u> In the event POCL disputes an invoiced item, the Port shall provide written notice to Contractor of the disputed item and shall pay the undisputed portion of the invoice.

#### 3. Effective Date and Term of Agreement

- a. <u>Effective Date.</u> This Agreement shall take effect as of the signature date of the final Party to execute this Agreement (the "Effective Date").
- b. <u>Term.</u> The initial term of this Agreement shall be two (2) years ("Initial Term"). Thereafter, the Port may, at its sole discretion, elect to renew this Agreement for an additional one-year term ("Renewal Term"). Up to two Renewal Terms may be allowed under this Agreement (approximately through March 2025). Any Renewal Term shall be on the same terms and conditions set forth herein. Notwithstanding this Agreement's Initial Term and the exercise of any Renewal Terms, this Agreement may be earlier terminated or extended as provided herein.

#### 4. Termination

- a. <u>Without cause</u>. Either Party may terminate this Agreement, without cause, upon providing the other Party with thirty (30) days' advance written notice.
- b. <u>For cause</u>. Either Party may terminate this Agreement in event of a breach of the Agreement by the other Party. Prior to such for-cause termination, the Party seeking to terminate the Agreement shall provide the other Party with written notice of the

breach and the intention to terminate the Agreement. If the breaching Party has not entirely cured the breach within ten (10) days of the date of the notice of breach, then the terminating Party may provide written notice of termination, which notice shall specify the date of termination and shall be determined by the terminating Party.

- c. <u>Breach by Contractor.</u> In the event of a breach of this Agreement by Contractor, POCL may complete the Work or remedy the issue itself, by agreement with another Contractor, or by a combination thereof. The Port may deduct all costs of completing the Work or remedying the issue identified in the notice of breach from the remaining unpaid balance of the fee(s) owed to Contractor under this or other Agreements, if any.
- d. <u>Breach by POCL or termination without cause</u>. If this Agreement is terminated by the Port without cause, or if this Agreement is terminated by Contractor due to breach by the Port, then POCL shall pay Contractor for the Work that was satisfactorily performed, less any setoff to which POCL is entitled, up to and including the date of termination.
- work performed prior to termination. Any Work performed by Contractor after the date of the notice of termination and before the termination date must be preapproved by an authorized representative of the Port in writing, prior to performance of the Work.

#### **5.** Independent Contractor

The Parties agree that Contractor is a independent contractor for all purposes. Although the Port reserves the right to: (i) procity the desired work product; (ii) determine the delivery schedule for the Work to performed; and (iii) evaluate the quality of the completed performance of the Work, the Port cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for obtaining and maintaining all business registrations and professional occupation licenses required by state or local law to perform the Work. Contractor shall furnish the tools and equipment necessary to perform the Services required. Contractor shall be entitled to no compensation other than the compensation provided under this Agreement. Contractor shall be responsible for all federal and state taxes applicable to any payments made under this Agreement. Contractor is not an employee of the Port for purposes of ORS 30.285, workers' compensation laws, public employee benefits laws, or any other law, and is not entitled to indemnification by the Port or any defense by the Port.

#### 6. Assignment

Contractor shall not assign, sell, transfer, or pledge this Agreement or the rights or obligations hereunder, without the prior written consent of the Port, which consent shall be withheld or provided at the Port's sole discretion. No assignment shall be of any force or effect without such express written consent. Any subcontractors that Contractor may wish to use to perform the Services must receive prior written approval of the Port. Notwithstanding the approval of any subcontractor, Contractor shall remain fully responsible for the full and satisfactory performance of the Work hereunder and shall be fully responsible for the negligent acts and omissions of any subcontractors and of persons employed or contracted by Contractor. Notwithstanding any approval provided

hereunder, the Port shall have no contractual relation between any subcontractor and POCL.

#### 7. No Third-Party Beneficiaries.

The Port and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms.

#### 8. Insurance

- a. General. Contractor shall purchase and maintain, at Contractor's sole expense, insurance at coverage levels acceptable to POCL in full force and effect throughout the term of this Agreement. Such insurance shall cover risks arising directly or indirectly out of Contractor's activities or the Work hereunder, including the operations of any subcontractors. The procuring of the required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss to the extent caused by negligence or wrongful acts in the performance of services with this Agreement. The policy or policies of insurance maintained by Contractor shall provide at least the limits and coverages provided in this Section.
- b. <u>Commercial General Liability Insurance</u> Commercial general liability insurance shall cover bodily injury and property damage in an amount of \$1M per occurrence, \$2M annual aggregate. General liability insurance shall include contractual liability coverage for the indemnity provision, provided in this Agreement.
- c. <u>Professional Liability.</u> Contractor small maintain a professional liability insurance policy reflecting limits of not less than \$1M per occurrence, \$2M annual aggregate for claims for professional ac s, errors, or omissions arising from the Work.
- d. <u>Automobile Coverage</u>. Contractor shall maintain automobile liability insurance while traveling to or from any location on behalf of POCL and whenever traveling as part of the performance of the Work hereunder. The automobile liability insurance shall be in the amount of no less than \$1M combined single limit. Coverage shall include both hired and non-owned auto liability.
- e. <u>Workers' Compensation Insurance.</u> Contractor, any subcontractors, and all employees providing work, labor, or materials under this Agreement who are subject employers under Oregon Workers' Compensation Laws shall comply with ORS Chapter 656 and meeting the minimum requirements therein. Out-of-state employers must provide Oregon workers' compensation coverage for their workers that complies with ORS 656.126. This shall include employer's liability insurance with coverage limits of not less than Employer's liability \$1M per each employee/accident.
- f. <u>Additional Insured Provision.</u> The general liability insurance policy and the automobile policy shall name the Port, its officers, director, and employees, as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.
- g. <u>Cancellation of Insurance</u>. There shall be no cancellation, material change, or intent to not renew insurance coverage without thirty (30) days' written notice to the Port, which provision shall be physically endorsed on the policy.

- h. <u>Insurance Carrier Rating.</u> Coverage provided by Contractor must be underwritten by an insurance company deemed acceptable by POCL. The Port reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- i. <u>Certificates of Insurance</u>. Contractor shall furnish a certificate of insurance to POCL that evidences the insurance coverage required by this Agreement.
- j. <u>Primary Coverage</u>. Contractor's insurance policies shall include provisions that such insurance is primary insurance with respect to the interests of POCL and that any other insurance maintained by the Port is excess and not contributory insurance with the insurance required hereunder.

#### 9. Indemnity

Contractor shall assume all responsibility for its acts, errors, and omissions, and the acts, errors, and omissions of its employees, agents, and subcontractors. Contractor shall indemnify, defend, and hold harmless POCL, its officers, agents, and employees, from and against all damages, liabilities, claims, expenses, suits, and causes of action based upon or arising out of the negligent acts and omissions by Contractor or its employees, agents, or subcontractors.

#### 10. Liens and Claims

For any goods that Contractor will be providing to the Port as part of the Work, Contractor agrees to deliver the goods tree from all claims, encumbrances, and liens, provided that POCL has paid for the roods.

#### 11. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Oregon. The Parties agree that the courts located in Hood River County in the State of Oregon shall have sole jurisdiction and venue for any claim, dispute, or legal proceeding arising under or relating to this Agreement.

#### 12. Attorneys' Fees

In the event that a suit or action is instituted to enforce or interpret the terms of this Agreement, the prevailing party shall recover its attorneys' fees, including those incurred on all appeals, as ordered by a court of competent jurisdiction.

#### 13. Compliance with Applicable Law

- a. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Work under this Agreement, including without limitation, ORS 279B.020 (labor hours), ORS 279B.220 (payment conditions), ORS 279B.230 (medical care and workers' compensation), ORS 279B.235 (labor hours and pay rates), ORS 279B.225 (salvaging of materials) and ORS 279B.045 (tax laws).
- b. Contractor shall comply with ORS 652.220 (prohibition on discriminatory wage rates). Compliance with such provision is a material element of this Agreement. Failure to comply with this provision is a breach, and the Port may terminate this Agreement for cause.

- c. Contractor shall maintain, at its own expense, worker's compensation insurance for all subject workers, as required by ORS Chapter 656 and meeting the minimum requirements therein.
- d. Contractor represents and warrants that Contractor has complied with, and will continue to comply with, all Oregon state and local tax laws before the execution of this Agreement and throughout the term of this Agreement. Failure to comply with this provision is a breach and the Port may terminate this Agreement for cause.
- e. Contractor shall comply with all technical specifications, including the 2021 Oregon Standard Specifications for Construction, as identified in the Port's Painting RFP and as may be updated by the relevant government authority from time to time.
- f. Contractor shall comply with all applicable health and safety laws as they pertain to hazardous waste and materials used in the Work. A job specific written compliance program, according to 29 CFR 1926.62(e)(2), will be required. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.

#### 14. No Discrimination.

The Port is an Equal Opportunity Employer and requires that all contractors doing business with the Port are also Equal Opportunity Employers. Contractor shall not engage in discrimination against any employee or topl cant for employment on the basis of race, color, religion, national origin, age, motifal suctus, gender, parenthood, pregnancy, genetics, mental or physical disability veteran status, sexual orientation, gender identity, or source of income in all aspect or including in the hiring, promotion, transfer, advertisement, lay off. ter. vination, rate pay, training, employment references, and terms and conditions of employment.

#### 15. Access to Records

Contractor agrees to provide access to POCL to any books, documents, papers, and records in the custody or control of Contractor that relate to this Agreement, for the purpose of making audit examinations, filing, recording, transcripts, and copies. Contractor agrees to maintain all records relating to this Agreement for a period of not less than three (3) years from the date of termination of this Agreement.

#### 16. Waiver

Any waiver by either Party of the strict performance of any terms of this Agreement or of the terms of an individual Task Order shall not be construed as a waiver of that Party's right to subsequently require strict performance of the same or any other provision of this Agreement or the Task Order.

#### 17. Notice Address

The Parties agree that any written notice required by this Agreement may be served either personally, by registered mail, certified mail, or by e-mail to the address listed below. Each Party shall provide the other Party with current notice address information. Service by mail shall be deemed complete when the notice is deposited to the U.S. Postal Service at an authorized government-owned receptable with the property postage affixed thereto. Notice by e-mail shall be deemed complete when received as read by the receiving Party.

If to POCL: Olga Kaganova, General Manager okaganova@portofcascadelocks.org If to Contractor: [insert name/title/address]

#### 18. Complete Agreement

- a. <u>Incorporation.</u> The Recitals and all Exhibits referenced throughout this Agreement are incorporated herein and together form the complete Agreement between the Parties. As of the Effective Date, this Agreement shall supersede and replace all other agreements between the Parties concerning the Services provided for hereunder.
- b. <u>Severability</u>. If any paragraph, provision, or clause in this Agreement is found or held to be invalid or unenforceable by a court of competent jurisdiction, such paragraph, provision, or clause shall be severed, and the remainder of the Agreement shall be valid and enforceable. In such event the Parties shall in good faith negotiate a substitute, valid, enforceable provision which most closely effects the Parties' intent in entering into the Agreement.
- c. Execution. The Parties shall execute this Ag e n ent by a duly authorized representative of each Party as indicated by the signature lines below. This Agreement may be executed in duplica e, v ith each copy constituting one and the same Agreement.
- d. Amendment. This Agreement may be modified at any time only by mutual written consent, as evidenced by a watten instrument signed by the duly authorized representatives of each Party and referencing this Agreement.

#### IT IS AGREED:

PORT OF CASCADE LOCKS

1 0111 01 0120 0122 10 0120		
Signature		
Print Name & Title		
Date		
[CONTRACTOR]:		
Signature		

Print Name & Title		
Date		



## **EXHIBIT A Painting RFP/RFQ**

RFQ to be added to actual contract

