

1 the bidder enters a quantity not within the ranges specified, the maximum number
2 of Total Bridge Closures established by the Contracting Agency will be used for
3 calculation.
4

5 C = The total number of Bridge Single Lane Closures established by the bidder in
6 the bid proposal, or, if a bidder fails to establish the number of Total Bridge
7 Closures, or if the bidder enters a quantity not within the ranges specified, the
8 maximum number of Total bridge Closures established by the contracting Agency
9 will be used for calculation.
10

11 Working day extensions will be as determined by the Engineer in accordance with
12 Section 1-08.8.
13

14 Section 1-08.5 is supplemented with the following:
15

16 (*****)

17 No Total Bridge Closure or Bridge Single Lane Closure will be permitted on the
18 following dates. An unworkable day will be granted if these days impact the
19 Contractor's critical path work as determined by the Engineer:
20

21 <u>Event</u>	22 <u>Scheduled Dates</u>
23 Seattle to Portland Bike Ride	24 July 12-13, 2003 25 July 11-12, 2004; tentative 26 July 10-11, 2005; tentative
27 Rainier Days	28 July 10-13, 2003; 29 July 8-11, 2004; 30 July 7-10, 2005

31 ***Incentive for Early Completion***

32 Section 1-08.5 is supplemented with the following:
33

34 (*****)

35 **Weekend Bridge Closure Reduction Incentive**

36 The Contracting Agency will offer a cash incentive of \$55,000 to the Contractor for
37 each Weekend Bridge Closure reduction below the four allowable, calculated as
38 follows:
39

40 $(4 \text{ allowable Weekend Bridge Closures} - \text{Number of actual Weekend Bridge}$
41 $\text{Closures utilized}) * \$55,000 = \text{Weekend Bridge Closure Reduction Incentive.}$
42

43 If applicable, payment for the Weekend Bridge Closure Reduction Incentive will be
44 made under the contract bid item, Weekend Bridge Closure Reduction Incentive at
45 \$55,000 for each weekend bridge closure reduction as described above.
46

47 **Total Bridge Closure Reduction Incentive**

48 The Contracting Agency will offer a cash incentive of \$4,000 to the Contractor for
49 each Total Bridge Closure reduction below the number established by the
50 Contractor in the bid proposal (Part B), calculated as follows:
51

52 $(\text{Number of Total Bridge Closures indicated in Part B of the bid proposal} -$
53 $\text{Actual number of Total Bridge Closures utilized to complete all contract work}) *$
54 $\$4,000 = \text{Total Bridge Closure Reduction Incentive.}$
55

56 If applicable, payment for the Total Bridge Closure Reduction Incentive will be
57 made under the contract bid item, Total Bridge Closure Reduction Incentive at
58 \$4,000 for each total bridge closure reduction as described above.
59

1 **Bridge Single Lane Closure Reduction Incentive**

2 The Contracting Agency will offer a cash incentive of \$1,000 to the Contractor for
3 each Bridge Single Lane Closure reduction below the number established by the
4 Contractor in the bid proposal (Part C), calculated as follows:
5

6 (Number of Bridge Single Lane Closures indicated in Part C of the bid
7 proposal – Actual number of Bridge Single Lane Closures utilized to complete
8 all contract work) * \$1,000 = Bridge Single Lane Closure Reduction Incentive.
9

10 If applicable, payment for the Bridge Single Lane Closure Reduction Incentive will
11 be made under the contract bid item, Bridge Single Lane Closure Reduction
12 Incentive at \$1,000 for each bridge single lane closure reduction as described
13 above.
14

15 **March 31, 2004 Completion Incentive**

16 The Contracting Agency will offer a lump sum cash incentive of \$100,000 to the
17 Contractor if all contract work requiring a Weekend Bridge Closure or Total Bridge
18 Closure is completed on or before March 31, 2004, under the following terms and
19 conditions:
20

- 21 1. Before the Contractor can be eligible for the incentive payment, the must
22 demonstrated to the satisfaction of the Engineer, how all remaining
23 contract work can be completed without requiring a Weekend Bridge
24 Closure or Total Bridge Closure and within the required number of
25 working days.
26
27 2. The date for this incentive is fixed and non-negotiable. The Contractor will
28 not be given any consideration for not meeting the March 31, 2004 date,
29 regardless of any circumstances beyond the Contractor's control that
30 prevents or hinders the Contractor from completing the contract work
31 requiring a Weekend Bridge Closure or Total Bridge Closure on or before
32 March 31, 2004.
33
34 3. The Contracting Agency reserves the right to retract the incentive
35 payment for any negligent actions on the part of the Contractor which
36 requires further use of a Weekend Bridge Closure or Total Bridge Closure
37 after March 31, 2004. Action on the part of the Contracting Agency, after
38 the specified date requiring a Weekend Bridge Closure or Total Bridge
39 Closure will not be a cause for retraction of the incentive payment.
40

41 If applicable, payment for March 31, 2004 Completion Incentive will be made under
42 the Contract Bid Item, "March 31, 2004 Completion Incentive" for the total amount
43 of \$100,000, as described above.
44

45
46 **(*****)**
47 **Weekly Statement of Bridge Closures**
48

49 The Engineer will track the number of Weekend Bridge Closures, Total Bridge Closures
50 and Bridge Single Lane Closures utilized on this contract. This record will be the basis
51 for determining incentive payments or assessing liquidated damages as stipulated
52 elsewhere in these Special Provisions. Standard Single Lane Closures will not be
53 tracked on this weekly statement.
54

55 The initial number of closures will be based on the following:
56

- 57 1. The maximum number of Weekend Bridge Closures is set to four (4).
58 2. The number of Total Bridge Closures will equal the number established by the
59 Contractor for Part B of the Proposal.

The Contractor shall be entitled to a lump sum cash incentive payment of One Hundred Thousand (\$100,000) Dollars if all the contract work requiring a Weekend Bridge Closure or Total Bridge Closure is satisfactorily completed on or before March 31, 2004, subject to the following terms and conditions:

1. The Contractor must demonstrate to the satisfaction of the Engineer that all remaining work after March 31, 2004, can be completed without a Weekend Bridge Closure or Total Bridge Closure and within the number of working days remaining for the total project.
2. The March 31, 2004, completion incentive date shall not be adjusted to a later date for any reason or cause whatsoever, except where the Contractor can satisfactorily establish that the date would have been met but for delay caused solely by the Contracting Agency. If such owner caused delay does in fact preclude the Contractor from otherwise meeting the completion incentive date, the date shall be extended for a period equal to the time the Engineer determines the work was delayed.
3. The Contracting Agency shall have no obligation to make the incentive payment if the Contractor uses a Weekend Bridge Closure or Total Bridge Closure after the incentive date as a result of Contractor caused delay or failure to comply with the contract.

If applicable, payment for March 31, 2004 Completion Incentive will be made under the Contract Bid Item, "March 31, 2004 Completion Incentive" for the total amount of \$100,000, as described above.

22. On page 161, the following is added after line 44:

The first sentence of the first paragraph of Section 1-09.12(1) is replaced with the following:

(*****)

The Contractor's wage, payroll, and cost records on this contract shall be open to inspection or audit by representatives of the Contracting Agency and Oregon Department of Transportation during the life of the contract and for a period of not less than three years after the date of final acceptance of the contract.

23. On page 176, lines 13 through 17 are revised to read:

All new structural steel shall be painted in accordance with Section 6-07 ~~or galvanized after fabrication in accordance with AASHTO M11~~, except the structural steel for the finger joint panels and structural steel at the sidewalk transition ramps. The Contractor shall select one corrosion protection system for all bridge deck panel steel. The use of dual corrosion protection systems is not allowed for bridge deck panel steel.