

ADDENDUM #2 – October 20, 2015

WEST VIRGINIA PARKWAYS AUTHORITY

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:

**BRIDGE RETROFIT
CONTRACT BR-1-16
RALEIGH & KANAWHA COUNTIES**

Remove and replace in specifications:

- Sheet 18 – Revised dates in paragraph 5 to allow for earlier start date on Bridge 3082N/S.
- Sheet 54 – Added section 2.2.4.1.3 requiring contractor to obtain temporary ID numbers from EPA.

WEST VIRGINIA PARKWAYS AUTHORITY



Gregory C. Barr
General Manager
October 20, 2015

loss of anticipated profits because of such change by reason of any variations between the estimated quantities and the quantities of the work done.

- (4) "CONTRACTOR" AGREES to conform to the laws of the State of West Virginia in reference to keeping the project open, and to all other legal requirements not mentioned herein, or specified; to keep all employees engaged on said work protected by the Worker's Compensation Fund in compliance with the Act of the Legislature of West Virginia, known as The Worker's Compensation Act, which is made a part hereof, and to save the 'AUTHORITY' harmless from all liability for damage to persons or property that may accrue during and by reason of the acts or negligence of the "CONTRACTOR", his agents, employees, or subcontractors, if there be such.
- (5) CONSTRUCTION UNDER the above proposal and calculation of working time will begin with a Notice to Proceed no sooner than February 26, 2016 for Bridge 3082N/S and March 21, 2016 for Bridge 3030N/S and Bridge 3034N/S and will complete by/or on August 31, 2016.

IT IS AGREED that time is of the essence of this contract, and that "CONTRACTOR" will, in the event of failure to complete the contract within the time limit named, reimburse to the "AUTHORITY" an amount to be determined by said "AUTHORITY" as sufficient to cover fully any additional demonstrable costs incurred by the "AUTHORITY" because of such failure, including extra engineering costs, in addition to that specified in section 108.7 of the Standard Specifications.

- (6) IT IS FURTHER AGREED if at any time during the prosecution of the work, the "AUTHORITY" shall determine that the work provided for is not being performed according to the Contract; it may suspend the work under the contract, and thereupon complete it in compliance with the contract.
- (7) ON THE FAITHFUL PERFORMANCE of the work set forth in the contract and the acceptance of the "AUTHORITY", the "AUTHORITY" hereby agrees to pay the 'CONTRACTOR' the amount due and owing.
- (8) THE AUTHORITY SHALL, once in each month make an estimate of work done, and of material which has been actually put in place, in accordance with the terms and conditions of this contract, during the preceding month, and compute the value thereof as set forth in the contract. From the total of the amounts so ascertained, there shall be deducted an amount equivalent to two (2) percent (2%) of the whole to be retained by the "AUTHORITY" until after completion of the entire contract, and its acceptance.
- (9) IT IS FURTHER AGREED that so long as any lawful or proper directions concerning the work or material given by the "AUTHORITY" shall remain unaccomplished, the "CONTRACTOR" shall not be paid any estimate on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

2.2.3.3. Phase III cleaning is the final surface preparation just prior to start of paint application.

- All structural steel to receive paint shall be cleaned in accordance with **SSPC-SP10**
- Near White Blast Cleaning.

2.2.3.4. The Contractor shall fully comply with OSHA, SSPC, WVDEP, and WVDOT guidelines and take the necessary precautions to protect the health of his personnel and the traveling public and the quality of air, soil and water from any hazardous materials that may be generated during cleaning and painting operations.

2.2.4. Environmental Protection

2.2.4.1. General

2.2.4.1.1. **Hazardous Wastes:** Type B structure waste classified as hazardous by testing shall be contained, collected, transported, and disposed of in accordance with 688.3.3.6, "Environmental Protection," of the WVDOT Standard Specifications, adopted 2010. All bridges within this contract are classified as containing hazardous waste.

2.2.4.1.2. During painting operations, the Contractor shall protect the environment (water, air and vegetation), private property, pedestrian, vehicular, and other traffic on or underneath the structure from dripping and/or drifting paint by use of bottom and side tarpaulins. Contractor shall ensure that no containment devices (any materials that could create a snag hazard) hang below the structural steel of Bridges 3082N/S at the end of each shift prior to opening lanes up to traffic.

2.2.4.1.3. The contractor shall obtain temporary identification numbers from the West Virginia Department of Environmental Protection for the transport and disposal of waste accumulated during painting operations. Each bridge will require a separate identification number.

2.2.4.2. Containment

2.2.4.2.1. Containment shall be Class 3A, Assessment Method A - Level 2, plus Assessment Methods C, D and G. Type J1 - Air Filtration Required will be utilized. Containment shall be in accordance with the Steel Structures Painting Council (SSPC) Guide 6, current issue at time of bid opening.

2.3. Materials

Materials shall comply with Section 711, of the WVDOT Standard Specifications, adopted 2010 and the latest Supplemental Specifications. A manufacturer's certification of compliance with these specifications is required for material acceptance. The Authority or its Engineer shall make the final decision.

All paint materials shall be delivered to the job site in original containers with the manufacturer's labels and batch numbers intact. Materials delivered to the site and not used in the project shall remain the property of the Contractor. These and any partially full materials containers shall be removed from the site upon completion of the construction season. No payment will be made for materials not actually used in the project. The Authority will provide a suitable storage area near the sites for materials see section 1.1.1.