AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only (X) Action FROM (DEPT/ DIVISION): County Counsel **SUBJECT**: Mac Hoke Road Bridge Background: The County issued a Request for Requested Action: Approve contract for purchase Proposals for a bridge for the Mac Hoke Road. of bridge from Ariz Co., LLC in the amount of One proposal was received from Ariz Co., LLC in \$934,850 the amount of 934,850. The recommendation from the department is to award the contract to the one proposal. **ATTACHMENTS**: Proposal Checkoffs:) Dept. Head (copy) To be notified of Meeting:) Budget (copy) Tom Fellows) Legal (copy)

Scheduled for meeting on: June 29, 2022

Action taken:



June 9, 2022

UMATILLA COUNTY PUBLIC WORKS/ROADS DEPARTMENT

3920 Westgate Street Pendleton, OR, 97801

RE: Mac Hoke Steel Bridge Proposal – Qualification Statement

ArizCo. LLC a Washington State limited liability company since 2018 is pleased to propose our Modular Truss bridge design and supply for the above referenced project. The weathering steel bridge satisfied the design requirements, meets lead time requirement, and provides numerous advantages described below.

This would be our first project and to ensure success, the components will be fabricated by an AISC Advanced Major Bridge Fabricator. Either be Greenberry (www.greenberry) of Vancouver, WA or Rainer Welding (www.rainerwelding.com) of Redmond, WA will be the steel fabricator. The design engineer will be John Walker, PE and an Oregon PE will be the peer reviewer and stamp on the plans/calcs. The project manager will be Jack Arizcuren (pending PMP) who is also the financier and developer of the system. ArizCo is well position to deliver this project safely, on-time, and for our fixed price bid.

The Modular Truss design for this application will give Umatilla County the option to install the bridge in the same manner as the bolted splice girder with falsework and cranes OR the ability to Launch across the gap without impacting the riperean zone. For more information on launching, please search for WWII Bailey Bridge.

A second benefit is the depth of structure. With 45" from the top of abutment sill to the roadway, this solution will reduce costs for roadway approach work. It can also increase freeboard or provide hybrid of increased freeboard and decreased approach grade increase. The 45" depth matches two levels of Pacific Bridge's (www.pacbridgeinc.com) patented precast modules. Pacific Bridge is a family owned SDVOBE located in Sandy, OR and would like to participate by also supplying abutments and wingwalls (not included in this bid scope).

The bridge system is design and steel efficient. Most likely the foundation reactions are lesser than the bolted splice girder. Soil bearing capacity dependent, there is a slight probability to reduce the foundation design cost OR reuse the exist Mac Hoke Bridge abutments.

Lastly, this system has been designed with an aesthetic quality in mind. It might be valued by the community for the new bridge to have a historical continuity. The weathering steel Modular Truss does just that. It combines the fundamentally sound principles from the 20th century and molds them to modern shapes, steel grades, and best practices from the 21st century.

Thank you for the opportunity!

Kind Regards,

Ariz Co., LLC • PO Box 4351, Seattle, WA 98194 • 206.741.4282 cell

TOTAL AMOUNT: \$934,850

LEAD TIME: MID-OCTOBER DELIVERY WITH AWARD WITHIN 7 DAYS.

ARIZCO. LLC PO BOX 4351 SEATTLE WA 98194



Mac Hoke Steel Bridge

BILL TO CUSTOMER:

Umatilla County Public Works/Roads C/O: Erik Zitterkopf (anderson perry) 3920 Westgate Street, Pendleton, OR, 97801

Description:

New Domestic 150' x 18' Modular Truss conforming to AASHTO 8th edition HL-93 Live Load, fabricated from A709 Gr. 50W (weathering steel). AISC Bridge Fabrication per AWS D1.5 code and best practice. PMP Level Project management, and Field Support.

PRODUCTS

QUANTITY	UNIT PRICE	DESCRIPTION	TOTAL
2,700 SF	\$325.00	Weathering Steel Modular Truss with component consisting of 10 pieces of 25' Standard Truss – 5,500 lbs/ea 4 pieces of End Bay Truss – 2,000-2,500 lbs/ea 11 pieces of Floorbeam + Stringers 9-Guage Minimum Galvanized Deck Forms 4 Elastomeric Bearings Truss Mounted Thrie Beam or Two-Tube Guardrail Includes Oregon PE stamped plans and calculations Includes Freight to Echo, OR jobsite Exclusions: Truck offloading Pile Cap, Substructure Material, Foundation Engineering Off Bridge End Terminus Guard Rail ¾ Wrap	\$877,500.00
2 EA	\$24,675.00	Two 25' long by 10' wide by 45" in height – Modular Precast Pacific Bridge Stem Wall and Approaches. See attached	\$49,350.00
1 EA	\$8,000.00	Technical Field Service available during the installation of the Modular Truss System – up to 40 on-site hours. Each additional hour billed at \$225/hr.	\$8,000.00
1 MO	\$50,000.00	OPTIONAL: Rental of 75' Launching Nose and Rollers. Each additional Month will be billed at \$20,000/month	
		SUBTOTAL	\$934,850
		SALES TAX	\$0.00
		SHIPPING & HANDLING	
		TOTAL due	\$934,850

FOB:

Shipping Point, freight to be prepaid and included to Echo, OR jobsite.

TERMS:

20% deposit at time of order placement, additional 25% upon Submittal Approval, balance Net 30 upon

delivery.

LEAD TIME:

4 months After Receipt of Order / Contract Execution

VALIDITY:

3 WEEKS FROM DATE OF QUOTE

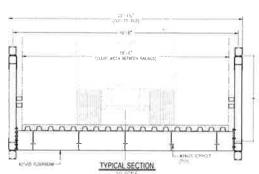
This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

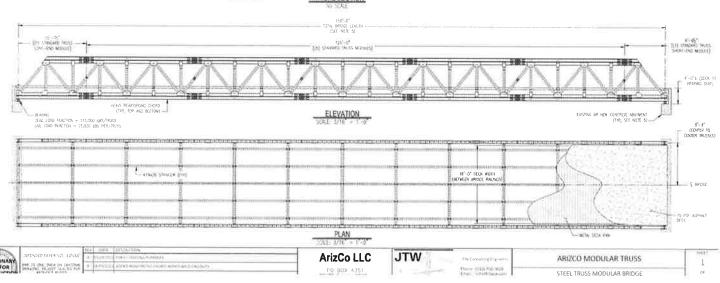
ARIZ CO., LLC

Principal

Accepted this _____ day of _____ 20__

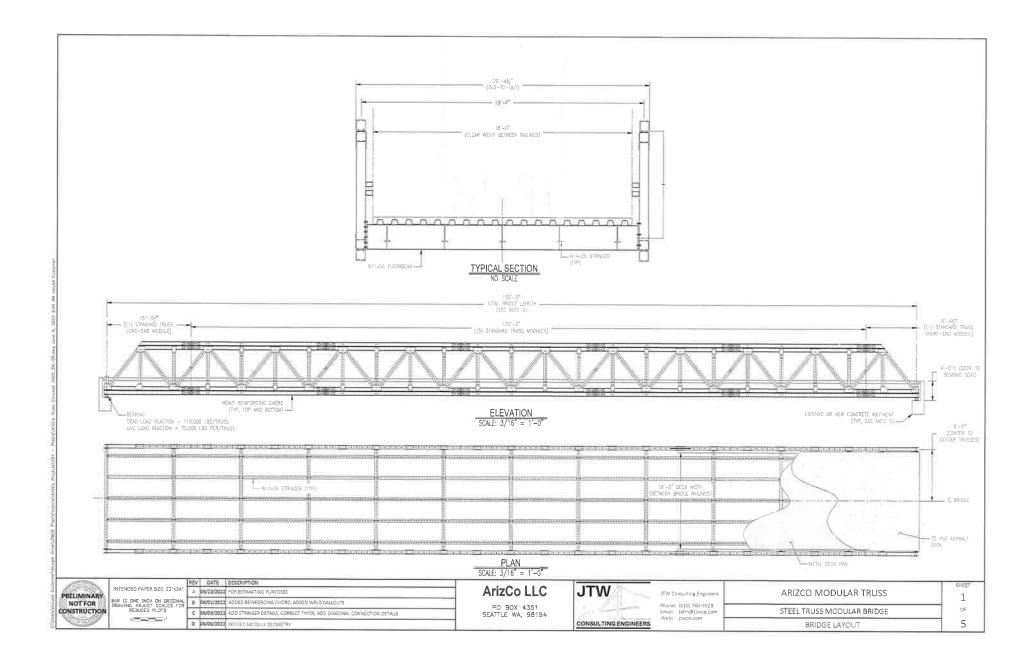
By:______ (Customer Signature)





TERMS AND CONDITIONS

- 1. Prior Sale, Mill Rollings All material is offered subject to prior sale and/or availability of current mill rollings and Seller shall have no liability whatsoever from a failure to provide goods because of prior sale or unavailability of current mill rollings,
- 2. Prices Unless otherwise specified herein, prices noted on the face of this document are firm for thirty (30) days; subject, however, to the provision that, if, before shipment of this order, Seller should receive increases from its manufacturers or suppliers, the right is reserved to adjust the above price to those in effect at time of shipment without notice,
- 3. Delays Seller shall not be responsible for any failure or delay in delivery due to fires, floods, labor troubles, whether or not due to fault of the Seller, breakdowns, delay of carriers, mill delay, total or partial failure for any reason of the usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond he Seller's direct control. In the event of inability of the Seller, for any cause beyond Seller's control, to supply the total demands for any materials specified in this order, Seller may allocate its available supply among any or all Buyers on such basis as Seller at its sole discretion may decide without liability for any failure to perform the contract which may be of consequence thereof. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY WHETHER FROM CAUSES BEYOND SELLER'S CONTROL OR NOT.
- 4. Payments and Credit --- Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department, Invoices submitted by Seller under this order are payable at par in legal tender of the United States of America in the city designated in the remittance address, upon the payment terms and in the amounts set forth hereon. Discount is applicable only to the amount shown on the face of the invoice as "Discount Amount". Whenever reasonable grounds for insecurity should arise with respect to due performance by the Buyer, Seller may demand different terms of payment from those specified on the face of this order and may demand satisfactory security for the performance of Buyer obligation. Any such demand shall be in writing and Seller may, upon making such demand, suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment, or fails or refuses to give adequate security for due performance, Seller may at its option treat such failure or refusal as a repudiation of a portion of order which has not been fully performed or may resume shipments under reservation of possession or of a security interest and may demand payment against tender of documents of title. AS LIQUIDATED DAMAGES AND NOT AS A PENALTY BUYER SHALL BE OBLIGATED TO PAY on ALL ACCOUNTS NOT PAID ON THE DUE DATE THEREOF, THE LOWER OF (I) 11/2% PER MONTH ON THE OUTSTANDING ACCOUNT BALANCE OR (II) THE HIGHEST RATE PERMITTED BY LAW TOGETHER WITH ALL ATTORNEY'S FEES INCURRED BY SELLER TO COLLECT ANY DELINQUENT ACCOUNTS, Buyer agrees that notwithstanding any endorsements or legend appearing on Buyer's checks, drafts or other orders for payment of money they do not, solely because of such endorsement of legend or otherwise, constitute payment in full or settlement of the Buyer shall impair Seller's right in case of any subsequent default of the Buyer.
- 5. Standard Tolerances --- Except in particulars specified by the Buyer expressly agreed to in writing by Seller, the materials furnished hereunder are produced in accordance with standard manufacturing practices at the country of origin. All materials are subject to mill tolerances and variations consistent with normal manufacturing practice with respect to dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions and in quality, to deviations in tolerances and variations consistent with practical testing and inspection methods and to regular mill practices of Seller's suppliers of over and under shipments. The Seller is not responsible for any deterioration in quality which may result from processing operations or improper use by the Buyer.
- 6. Changes Order or specifications may not be cancelled or changed except upon terms that will indemnify the Seller against all loss, Postponement of delivery at Buyer's request, if for a period of more than thirty days, will not be made without Seller's approval first being obtained. Seller assumes no responsibility for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes.
- 7. Delivery and Transportation --- Delivery terms are as stated on the face of this document, Terms are subject to change without notice to those in effect at time of shipment.
- A. Shipments F.O.B. Destination Unless indicated otherwise on the face of this document, all shipments made F.O.B. destination at Buyer's plant or such other place served by common carrier at which Buyer or his representative takes custody of the product, when custody is taken at a point within the United States, are based upon prevailing freight rates. Freight will be allowed on delivered prices only to the extent set forth on the face of the invoice. Cash discounts provided for in this order shall apply only to the discount value as indicated on the face of the invoice. In the case of pickup by the Buyer, Buyer's truck is destination and Seller will not deliver or bear any cost of shipment or transportation or make any allowance with respect thereto. Seller will in no event be responsible for spotting, switching, drayage, or other local charges at destination.
- B. Deliveries F.O.B. Shipping Point --- Unless indicated otherwise on the face of this document, when the order is sold F.O.B. shipping point, whether the same be premises of Seller or its supplier, the cost of transportation thereof shall be borne by the Buyer.
- 8; Inspection --- Where Buyer is to inspect, inspection and acceptance must be made before shipment.
- 9. Warranty and Limitation of Remedies Seller undertakes that the products sold hereunder shall conform to specifications on the face hereof. Upon receipt of definite shipping instructions from Seller, Buyer shall return all defective material or material not conforming to such specifications to Seller after inspection by Seller, or at Seller's election subject to inspection by Seller's representative. The material returned must be returned in the same condition as when received by the Buyer. Defective material not conforming to specifications so returned shall be replaced or repaired by the Seller without an additional charge or, in lieu of such replacement or repair, Seller may at its option, refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would apply from original destination on all defective material or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be free from defect and to meet specifications shall be held by Seller for shipping instructions, Buyer shall furnish such instructions promptly upon request. SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT OR REPAIR, OR, AT SELLER'S OPTION TO REFUNDING THE PURCHASE PRICE APPLICABLE TO DEFECTIVE MATERIAL OR MATERIAL NOT MEETING SPECIFICATIONS. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR LOSS, DAMAGES OR EXPENSES DIRECTLY ARISING FROM THE USE OF THE MATERIAL INCLUDING, WITHOUT LIMITATION, WARREHOUSING, LABOR HANDLING AND SERVICE CHARGES NOT EXPRESSLY AUTHORIZED BY SELLER. THIS WARRANTY- IS IN LIEU AND EXCLUDES ALL OTHER WARRANTIES (except for any warranty furnished by any supplier which runs directly in favor of the Buyer) GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 10. Claims Any course of dealings between the parties to the contrary notwithstanding, at Seller's election any claim for breach of warranty, failure or delay in delivery or otherwise, shall be deemed waived by the Buyer unless presented in writing to the Seller within ten days after receipt of material. No inspection or investigation of claims by the Seller even though occurring after the period above specified, shall be deemed a waiver of this provision. Carriers are responsible for goods lost or damaged in transit and Buyer must immediately notify the carrier in writing of such loss or damage.
- 12. Taxes --- All taxes of any sort now or hereafter imposed by any federal, state, municipal or other governmental agency that may be levied against this transaction at any time now or in the future are for the Buyer's account.
- 12. Source of Materials -- Unless otherwise expressly agreed upon, Seller has the right to obtain the material ordered from any source at its discretion.
- 13. Patents If any material shall be sold by Seller to meet Buyer's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damage, claims and demands for actual or alleged infringement of any United States or foreign patent and to defend any suits or action which may be brought against Seller for any alleged infringement because of the sale of any such material.
- 14. Walvers No waivers by the Seller of any breach of any provisions hereof shall constitute a waiver of any other breach of such provision. Seller's failure to object to provisions contained in any communication from the Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.
- 15. Compliance With Laws, Rules and Regulations In the performance of its obligations hereunder, Seller shall comply with all applicable laws, ordinances, rules and regulations including, without limitation: Executive Order 11246 (Equal Employment Opportunity); Executive Order 11625 (Minority Business Enterprises), Vocational Rehabilitation Act of 1973 and Executive Order 11758 (Employment of Handicapped Persons); Veterans Employment and Readjustment Act of 1972 and Executive Order 11701 (Disabled Veterans and Vietnam Veterans); Executive Order 11141 (Age Discrimination in Employment); and Fair Labor Standards Act of 1938.
- 16. Timing of Billing to Buyer Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.
- 17. Storage of Material For Buyer If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.
- 18. Material Reservation Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



Pacific Bridge & Construction, Inc CCB#152814 ESB/WBE/DBE#4141 PO Box 1711 Sandy, OR.

Estimate

Date

Estimate #

6/7/2022

10-658Rev1

Phone # Fax# E-mail CCB #152814 Web Site (971) 563-9401 (503) 668-6106 ... steven@pacbridgeinc.com www.pacbridgeinc.com WA.# PACIFBC923NH Name / Address Ship To ArizCo., LLC Jack Arizcuren P.O. Box 4351 Seattle, WA. 98194 P.O. No. **FOB** Project

Precast Concrete Backwall Mac Hoke Bridge

Seller has based its quoted prices upon all of the estimated, (not guaranteed) quantities in this quotation. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller shall have the right to adjust its prices to reflect the impact of all resulting cost.

Description	Qty	Rate	Total
Provide (2) 25' long by 10' wide by 45" tall modular precast concrete system to be used as a back wall for the Mac Hoke Steel Bridge project to include: 25' long by 10' wide by 45" tall modular concrete block system each end, Hardware for assembly (Grout, rebar dowels, spray foam), Structure Engineering by OR PE (Does not include any scope to detail connection to other elements), and Delivery to site (Assuming access for hwy truck and trailers (80,000 lb loads) under own power with off loading by others). Exclusions in Price: Off loading of product, Installation of product, Third party testing/inspections, Traffic control, Permits	1	49,350.00	49,350.00
Unless documentation of tax exempt status is provided, tax will be ADDED to invoiced price. (tax not included)	Tot	tal \$49	,350.00

TERMS OF SALE: PRICES ARE F.O.B. PLANT UNLESS OTHERWISE QUOTED WITH UNLOADING BY OTHERS. PAYMENTS ARE 50% DOWN, 25% DUE UPON COMPLETION OF MANUFACTURING OF PRODUCT, REMAINING 25% DUE UPON PICKUP/DELIVERY OF PRODUCT. PAYMENTS TO MADE WITHIN 30 DAYS FROM DATE OF INVOICE. SUBJECT TO CREDIT APPROVAL. SALES TAX IS NOT INCLUDED, ADD WHEN APPLICABLE. PRICES QUOTED APPLY ONLY TO THE PROJECT SPECIFIED HEREIN. THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOT 30 DAYS FROM THE DATE OF THIS QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST THE PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION.

THIS QUOTATION CONTAINS THE PARTIES AGREEMENT WITH RESPECT TO THE PURCHASE AND SALE OF THE PRODUCTS DESCRIBED ABOVE, AND SUPERSEDES ALL PREVIOS COMMUNICATIONS. PACIFIC BRIDGE'S OFFER TO SELL THE PRODUCTS DESCRIBED ABOVE IS EXPRESSLY CONDITIONAL UPON BUYERS ASSENT TO THE CONDITIONS OF SALE. BUYER'S SIGNATURE BELOW, OR ACCEPTANCE OF DELIVERY OF THE GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THOSE CONDITIONS OF SALE. SELLER EXPRESSLY REJECTS ANY TERMS AND CONDITIONS THAT ARE DIFFERENT FROM OR IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH

NOTES:

- 1. Prices are firm for acceptance for 30 days from date of estimate. Prices are subject to a maximum 8% escalation per 30 days after date of estimate.
- 2. Estimate based on estimated quantities. Availability will be determined at time of order and final Engineered design.
- 3. Buyer to give Seller two weeks notice prior to pickup.
- 4. Allowable unloading time per truck is one (1) hours. Demurrage will be charged at \$100.00/hour thereafter. If delivering on a Friday, trucks not unloaded by 1:00 PM will be subject to weekend layover charges.

<u>ACCEPTANCE</u>	PACIFIC BRIDGE & CONSTRUCTION, INC.
WE HEREBY ORDER THE PRODUCT DESCRIBED WITH THE ESTIMATE REFERENCED, AT THE PRICES SPECIFIED, SUBJECT TO ALL TERMS AND CONDITIONS STATED ABOVE.	
Company:	By: Steve Copher 971-563-9401 Direct 503-668-6106 Fax steve@pacbridgeinc.com E-mail

BRIDGE

PacBridge Installation Sequence

Part I - Footings and Abutment Walls

Modular Abutment Installation

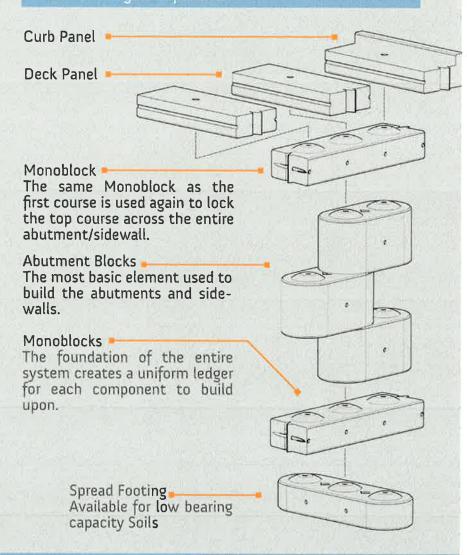
- Place abutment footing units level and at proper elevations
- Stock abutment units plumb onto center of footings

Part II - Component Placement

Complete all stream restoration work

- Place modular deck units
- Install hardware package
- Install guardrail (if applicable)
- Complete roadway work

PacBridge Components



General Specifications

Design Data

Design Criteria

AASHTO LRFD U8o, Lgo, HLg3 or HS20/25

Available Guard Rails

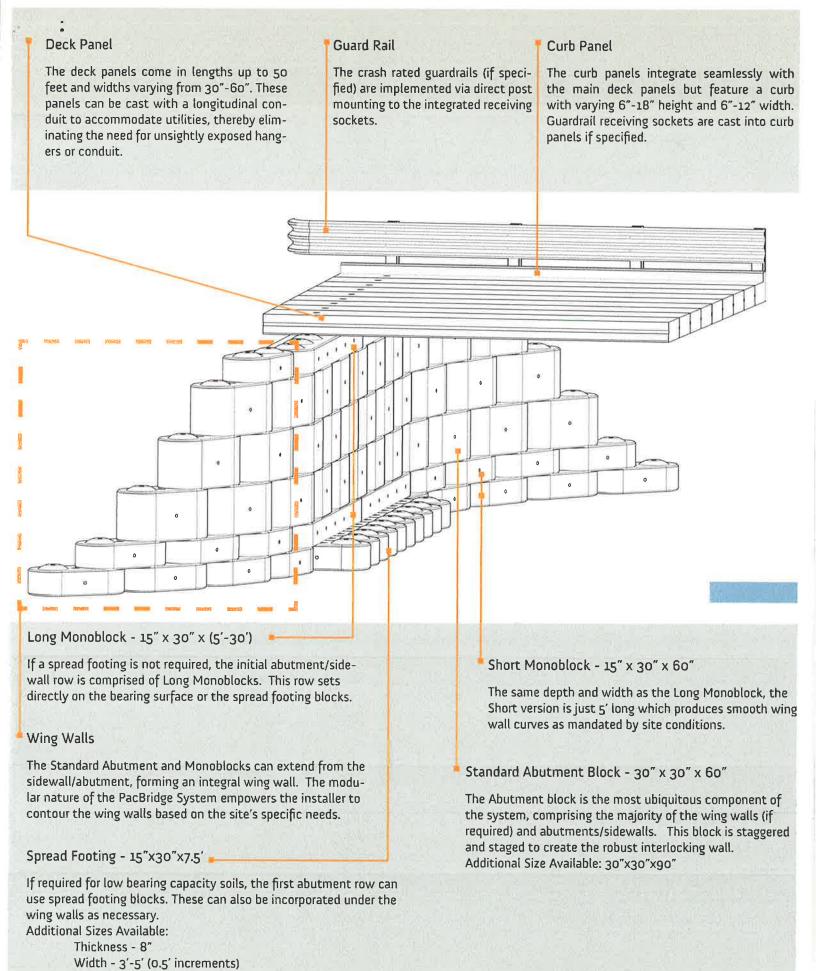
Crash Ratings 1 & 2

Design details shall be in accordance with a Licensed Professional Engineer in the state of installation.

QUALITY CONTROL

Concrete cylinder compression testing is performed on every concrete batch by a third party testing agency. Although ACI certified, we elect to provide Project Owners with fully transparent test results.







Length - up to 25'

