

KIND OF WORK	<u>Bridge Repair</u>
BID NUMBER	<u>RIP-125-2019</u>
PRE-BID CONFERENCE	<u>None</u>

**CONTRACT AND SPECIFICATIONS
FOR CONSTRUCTION
Hawthorne Bridge at MLK Stringer Repair**



**MULTNOMAH COUNTY
Transportation Division
1403 SE Water Avenue
Portland, Oregon 97214**

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CONTRACT DOCUMENTS

DESCRIPTION OF WORK

Hawthorne Bridge at MLK Stringer Repair

BRIDGE REPAIR

Multnomah County

PREQUALIFICATION

Prequalification is **not** required for this project.

PREVAILING WAGE RATES

Applicable BOLI rates for this Project will be taken from the publication "Prevailing Wage Rates for Public Works Contracts in Oregon effective July 1, 2018" located at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. The applicable BOLI wage rates will be included in the Contract.

PRE-PROPOSAL CONFERENCE

There will **not** be a pre-proposal conference for this project.

APPLICABLE SPECIAL PROVISIONS

The applicable specifications to this proposal and the Work performed under this Contract are Section 100 of the "General Conditions for Construction for Multnomah County - 2018," published by the Agency available at <https://multco.us/specs>

Special Provisions include the Buyer's Attachment A: Inspection Report and Buyer's Attachment B: Heat Straightening Specifications posted in the Buyers Attachments section of the Multco Marketplace listing for this project.

PROPOSAL CHECKLIST

Items are required to be submitted only where an X appears next to the item

**PROPOSALS NOT IN COMPLIANCE WITH PARAGRAPHS BELOW
WILL BE REJECTED AS NON-RESPONSIVE**

Submit 10 DAYS PRIOR TO CLOSING DATE if checked:

Required:

_____ **Prequalification 10 days prior to closing date** is required. Specific requirements are listed in the "Prequalification" section of the Bid Documents

Submit WITH YOUR BID if checked:

Required:

X **Bid Security / Bid Bond** of 10% of the bid amount must be submitted **AT TIME OF PROPOSAL**. Provide a Bidder's Bond with Power of Attorney, Cashier's Check or Certified Check per the Bid Security Section of the Procedural Instructions attachment.

_____ The **Multnomah County Good Faith Effort Program Subcontractor Form (FORM 1)** may be uploaded **with your proposal, or within (2) hours of the closing time**. If this form is required, proposals not in compliance with this paragraph will be rejected as non-responsive.

_____ The **State of Oregon First Tier Subcontractor Disclosure Form** must be uploaded as a Supplier's Attachment **with your proposal, or within (2) hours** of the closing time, if your proposal is **\$100,000 or more**. If this form is required, proposals not in compliance with this paragraph will be rejected as non-responsive.

Submit WITHIN IN 24 HOURS after the bid close if you are the apparent low bidder, if checked:

Required:

_____ **Good Faith Effort Documents (FORM 2)** (See Good Faith Effort Bidder Checklist). If for any reason the apparent low bidder is not awarded the contract, the next lowest bidder shall submit this documentation by 4:00 p.m. of the next business day following the date the documentation request is made.

MULTNOMAH COUNTY BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Multnomah County ("Obligee") the sum of (\$_____) dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. _____) for the project identified as:

_____ which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20__.

PRINCIPAL: _____

SURETY: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

**(Sample)
CONTRACT**

THIS CONTRACT, made and entered into this ____ day of _____, 2018, by and between Multnomah County, a political subdivision of the State of Oregon, hereinafter called "County," and _____ by and through it's Corporate Officers; Federal Tax ID No: On File; hereinafter called "Contractor".

IT IS AGREED:

That the said Contractor, in consideration of the sums to be paid by the County in the manner and at the time herein 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 following items:; 1. The plans and specifications pertaining to this contract on file with the Transportation Division, including section 100 of "General Conditions for Construction for Multnomah County - 2018," ; 2. The Special Provisions, Addendums, Bid Documents and Exhibit(s) attached hereto; and 3. The Payment Bond and Performance Bond attached hereto; and in accordance with such alterations or modifications of Items Nos. 1-3, as may be made by the County (collectively "the applicable specifications, provisions and bonds"), and according to such directions as may from time to time be made or given by the County Engineer under the authority and within the meaning and purpose of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

That the applicable specifications, provisions and bonds are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all of the obligations of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the County. It is expressly understood that the laws of the State of Oregon shall govern this contract in all things.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out; and in consideration of the faithful performance of the work as set forth in this contract, in full compliance with the applicable specifications and provisions; the schedule of contract prices; and in accordance with the directions of the County Engineer and to said Engineer's satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified herein and taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the applicable specifications and provisions.

GUARANTEE AND MAINTENANCE:

The contractor further guarantees any, and all, work performed by said contractor under this contract against defective or improper workmanship or materials, the terms of the guarantee being as set forth in the applicable specifications and provisions, and contractor agrees to make such repairs and to do such other work as may be necessary to maintain the same good condition, making such repairs and doing such other work under and in accordance with the terms and conditions also described in the applicable specifications and provisions.

IN WITNESS WHEREOF, said County, acting through the duly authorized Executive Officer of Multnomah County, executes this contract and the said Contractor by duly authorized officers does sign and seal the same as of the day and year in this contract first above mentioned.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
(Signature Officer of Contractor)

By: _____
Deborah Kafoury, Chair
of the County Board

Print Name: _____

Title: _____

Do Not Sign

In the presence of:

Checked as to materials and prices:

(Signature of Officer of Contractor)

By: _____
By: Ian B. Cannon, P.E.
County Engineer

Print Name: _____

REVIEWED:

Title: _____

JENNY M. MADKOUR, County Attorney
For Multnomah County, Oregon

By _____
Courtney Lords
Assistant County Attorney

CONTRACT EXHIBITS

Exhibit 1 – Reserved

Exhibit 2 – Insurance Requirements

Exhibit 3 – Certification Statement for Corporation or Independent Contractor

Exhibit 4 – Intentionally Omitted

Exhibit 5 – Equal Employment Opportunity Certification

Exhibit 6 – State of Oregon First Tier Subcontractor Disclosure Requirements.

**EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. (Sample)
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor **with one or more employees must have this insurance unless exempt under ORS 656.027**(See Exhibit 4)

Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. The aggregate limit can be met with Excess/Umbrella Liability coverage.

If this box is checked the limits shall be \$X,000,000 per occurrence and \$X,000,000 in annual aggregate.

Required by County Not required by County (**Risk Management Approval Required**)

Commercial General Liability insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). The aggregate limit can be met with Excess/Umbrella Liability coverage.

If this box is checked the limits shall be \$X,000,000 per occurrence and \$X,000,000 in annual aggregate.

If this box is checked the State of Oregon shall also be named as an Additional Insured.

Required by County Not required by County (**Risk Management Approval Required**)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

If this box is checked the limits shall be \$X,000,000 per occurrence.

If this box is checked the State of Oregon shall also be named as an Additional Insured.

Required by County Not required by County (**Required if vendor is transporting and/or driving as part of performing the duties specified in the contract**)

Pollution Liability Contractor or appropriate sub-contractor shall obtain, at their expense, and keep in effect during the term of the Contract, Pollution Liability Insurance covering their liability for bodily injury, property damage and environmental damage resulting from sudden accidental (insert "and gradual" only if appropriate) pollution and related cleanup costs incurred by the Contractor or appropriate sub-contractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this Contract. Combined single limit per occurrence shall not be less than **\$1,000,000**. Annual aggregate limit shall not be less than **\$2,000,000**.

Required by County

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. **Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage.** The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County. **Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Blvd. Suite 400, Portland, OR 97214.**

Where in the County to send your Certificate of Insurance: Update the Insurance section of bidder's/proposer's Multco Marketplace Supplier Portal registration (long form) with current information for all coverages, and attach the electronic copy of the insurance certificate. The Multco Marketplace Supplier Portal is at <https://multco.us/purchasing/multco-marketplace-supplier-portal> **Additional originals, hard copies, or faxes are not necessary.**

****Note to Contract Originator:** Additional insurance may be required for certain types of contracts. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs. Coverage limits may be modified to higher levels, based upon the needs of the contract without Risk Management review but any lower levels of coverage must be approved by Risk Management.

Completed by: Kenneth Huntley, P.E.
Contract Originator

EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. _____

Certification Statement for Corporation or Independent Contractor

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a (check one):

- Corporation Limited Liability Company Partnership Non-Profit Corporation authorized to do business in the State of Oregon

Signature: _____

Title: _____

Date: _____

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury, that the following statements are true:

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.
NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.
 - A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
 - B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
 - C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
 - D. CONTRACTOR makes a significant financial investment in the business.
 - CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor
Signature: _____

Date: _____

EXHIBIT 5 – Equal Employment Opportunity Certification Statement

Every Contractor executing a contract **for more than \$75,000** must complete this Exhibit.

Equal Employment Opportunity (EEO) means eliminating barriers to ensure that all employees are considered for the employment of their choice and have the chance to perform to their maximum potential. EEO practices include, but are not limited to, fairness at work, hiring based on merit and promotion based on talent. It concerns all aspects of employment including recruitment, pay and other rewards, career development, and work conditions.

All County Contractors signing new contracts with the County must complete this form. A Contractor who signs Part 1 and later adds employees during the period of performance of any County Contract must immediately notify the County of the change in status and submit an updated form with Part 2 signed. Failure to submit an updated form may result in termination of all existing contracts.

CERTIFICATION

I certify under penalty of perjury that [check Part 1 or Part 2]:

Part 1: Contractor has no employees. Should Contractor hire employees at a later date during the term of the contract, Contractor will immediately notify the Department that issued the contract and submit and updated Certification of Part 2 completed.

-- OR --

Part 2: Contractor has employees. Contractor, as an Equal Opportunity Contractor, does not:

1. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
2. Solicit or consider employment recommendation based on factors other than personal knowledge or records of job-related abilities or characteristics;
3. Coerce the political activity of any person;
4. Deceive or willfully obstruct anyone from competing for employment;
5. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
6. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.

Contractors Signature:

Company Name: _____

Signature: _____

Title: _____

Date: _____

MULTNOMAH COUNTY

PAYMENT BOND

Bond No. _____

Solicitation _____

Project Name: _____

_____ (Surety #1) Bond Amount No. 1: \$ _____

_____ (Surety #2)* Bond Amount No. 2:* \$ _____

* If using multiple sureties Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Multnomah County the Total Penal Sum of Bond (TPS) of \$ _____ or as such TPS shall be increased as provided below. (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with Multnomah County, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract (and corresponding increase in the TPS), or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Multnomah County, its commissioners, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State of Oregon or Multnomah County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Multnomah County, be obligated for the payment of any premiums.

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

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

Do Not Sign

SURETY: _____
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

MULTNOMAH COUNTY

PERFORMANCE BOND

Bond No. _____

Solicitation _____

Project Name _____

_____ (Surety #1) Bond Amount No. 1: \$ _____

_____ (Surety #2) * Bond Amount No. 2: * \$ _____

** If using multiple sureties* Total Penal Sum of Bond: \$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Multnomah County the Total Penal Sum of Bond (TPS) of \$ _____ or as such TPS shall be increased as provided below. Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with Multnomah County, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract (and corresponding increase in the TPS), or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Multnomah County, its commissioners, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Multnomah County be obligated for the payment of any premiums.

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

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

Do Not Sign

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax


MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY SERVICES
TRANSPORTATION DIVISION

SPECIAL PROVISIONS

FOR

HAWTHORNE BRIDGE AT MLK STRINGER REPAIR

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature Joel Tubbs, PE</p>  <p><i>Renews: 6/30/20</i></p>	<p>I certify the Damage Inspection Report and Heat Straightening Specifications applicable to the design for the subject Project were prepared by me or under my supervision.</p>
<p>Date: 2018.09.24 08:58:05-07'00' Date _____ Signed: _____</p>	

Project Description:

Several stringers on the Hawthorne bridge overpass east bound structure have sustained significant damage from over height vehicles striking the bottom flanges of the stringers (See Buyer Attachments: Damage Inspection Report). These strikes have resulted in damages to the webs of the stringers at the diaphragm connection points. This project is to repair this damage and strengthen these locations.

Repairs are to include heat straightening of the webs at damage locations. Brackets will then be installed at the diaphragm connection locations to provide additional support to protect webs of stringers from future load impacts.

The Damage Inspection Report on the Buyer Attachments Page includes detailed information for this proposal including:

DAMAGE INSPECTION REPORT CONTENTS:

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Appendix C - As-Built Drawings.....	37
Attachment B - Repair Plan.....	42
Attachment C - Conceptual Repair Details.....	44

Heat Straightening Bid Request:

Multnomah County is seeking an experienced structural heat straightening contractor to perform the following Work, in accordance with Buyer Attachment: Heat Straightening Specifications:

- Perform Lead abatement at both Type “1” and Type “2” repair locations as shown on Damage Inspection Report Attachment B - Repair Plan. Limits of abatement are shown on Damage Inspection Report Attachment C – Conceptual Repair Details.
- Perform heat straightening of damaged webs at all type “1” repair locations shown on Damage Inspection Report Attachment B – Repair Plan. All work shall be performed in conformance with Damage Inspection Report Attachment C - Heat straightening Specifications. For information and guidance on web damage repairs needed see photos in the Buyer Attachment titled “Damage Inspection Report”.

Note: Work to be performed on line 5 as shown in Damage Inspection Report Attachment B – Repair Plan is within 10 feet of the City Street Car power lines. This will require that all work, including lead abatement and heat straightening, be performed at night between the hours of 11:00 pm and 6:00 am.

The Contractor will provide the following at the Preconstruction Meeting:

- A work schedule showing time and duration for each repair location, including days and hours per day (start and finish times).

The County will provide the following as part of the Work:

- Traffic Control for work access (through the City of Portland).
- Permits for lane and road closures.
- Coordination with Portland Streetcar for access to work.
- Repainting of the structure following repairs.

Time to Complete

The contractor portion of the work (heat straightening and lead abatement) is estimated to require approximately six (6) nonconsecutive work days.

Due to a City of Portland holiday moratorium on lane restrictions, field work can begin no earlier than January 4, 2019.

Hawthorne Bridge over MLK Span #38 Girder Repairs - Heat Straightening Specifications:

Lead Abatement – Perform lead abatement at the locations and limits described in the Heat Straightening Bid Request for this Project. Unless otherwise tested, assume that all coatings removed as part of the lead abatement work on the Hawthorne Bridge span over Martin Luther King Jr., Blvd. consist of lead, chromium and cadmium based paints. Lead abatement work includes furnishing and placing materials, labor, and equipment necessary for the removal, storage, handling, management, transportation, disposal and documentation of the existing lead, chromium, and cadmium based coatings. Comply with all applicable federal, State, and local Laws as they pertain to the lead abatement work.

Ensure the following documents are readily available on-site to employees, Subcontractors and inspectors:

- Material Safety Data Sheets (MSDS) for all hazardous substances stored or used on-site.
- Written hazard communication program, including employee training documentation.

The Oregon Occupational Safety and Health Division (OR-OSHA) provides guidance to meet these requirements in their publication "Hazard Communication: A Safe-Work-Practice Guide".

Submit the following documents:

- A job specific written compliance program, according to 29 CFR 1926.62(e)(2), at least 3 Calendar Day before the start of heat straightening. 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 1 Calendar Day 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 disposal receipts.
 - All analytical test results (if applicable).

Obtain Engineer approval for the specific disposal methods for all materials before beginning lead abatement 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.

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 lead, chromium, and cadmium abatement of painted portions of the structures.

Minimize employee exposure to the metals contained in the paint. Use methods and provide containment that prevents release of paint chips to the environment.

Ensure hazardous waste containers are clearly and visibly labeled with the contents and accumulation start date, compatible with the contents and in good condition. Store them in a designated weather-protected area that is secured from public access, has secondary containment adequate to contain a release, and has sufficient aisle space to safely maneuver containers and respond to spills (minimum 30 inches).

Heat Straightening – Prior to work on the girder repairs, the flanges, webs, and stiffeners shall be straightened. Straighten the distorted members using a combination of heat straightening, restraint, and limited applied jacking force. The distorted members shall be straightened to as close as practical to the original element shape and position and such that the anticipated repairs can be implemented with nominal shimming.

Heat straightening shall be performed under the supervision of a professional Engineer experienced with heat straightening of damaged steel members. Submit qualifications and experience of proposed personnel. The heat straightening contractor's organization shall have at least 10 years of experience in conducting heat-straightening repairs for damaged steel structures. During the preceding three-year period, the Contractor shall have conducted an average of at least 5 heat-straightening projects per year. Experience documentation shall include: date of project, location, bridge owner, number and type of members straightened, and duration of project. The Contractor (or the Contractor's field supervisor) shall have a baccalaureate degree from an accredited program in one of the following engineering disciplines and be a licensed professional engineer, in the State of Oregon, qualified to practice in one of the following disciplines: structural, metallurgical, mechanical, or welding engineering.

Heat straightening shall be performed in accordance with the recommendations in the "Guide for Heat-Straightening of Damaged Steel Members" (https://www.fhwa.dot.gov/bridge/steel/heat_guide.pdf) Prepare and submit a Heat Straightening Plan to the Engineer for review and approval. The Plan shall include assessment of the members to be straightened, specific details of the proposed methods, sequences, equipment and tools including sketches and descriptions of proposed heating patterns, temperature and rates, jacking and/or restraint locations, applied jacking forces, stress calculations, temperature verification methods and tools, etc. Heat straightening shall be in accordance with the following requirements:

- **Equipment:** Heating shall be with an oxygen-fuel combination. The fuel may be propane, acetylene or other similar fuel as may be selected by the contractor, subjected to the Engineer's approval. Heat application shall be by single or multiple orifice tips only. The size of the tip shall be proportional to the thickness of the heated material. No cutting torch heads are permitted. Jacks, come-alongs or other force application devices shall be gauged and calibrated so that the force exerted by the device may be controlled and measured. No external force shall be applied to the structure by the contractor unless it is measured.
- **Damage Assessment:** Contractor shall identify and document all yield zones, yield lines and associated damage and provide this information to the Engineer prior to initiation of heat straightening by visual inspection and measurements. Suspected areas of cracking

shall be called to the attention of the Engineer and shall be inspected by one or more of the following methods as applicable.

- Visual Inspection
 - Liquid penetrant examination as described in ASTM E165 (latest edition).
 - Magnetic-Particle testing as described in ASTM E709 (latest edition).
 - Ultrasonic examination as described in section 6, part C of the AWS D1.5 Bridge Welding Code (latest edition).
 - Radiographic examination as described in section 6, part B of the AWS D1.5 Bridge Welding Code (latest edition).
- Heat Application: Heating temperatures shall not exceed 1200 degrees F. Heat material in a single pass following the approved pattern and allowed to cool to below 250 degrees F prior to reheating. Heating patterns and sequences shall be selected to match the type of damage and cross section shape. Vee heats shall be shifted over the yield zone on successive heating cycles. Simultaneous vee heats may be used provided that the clear spacing between vees is greater than the width of the plate element. Repair of previously heat-straightened members in the same region of damage may be conducted once. Further repairs are not recommended unless approved by the Engineer. Use one or more of the following methods for routine, ongoing, documented temperature verification during heat straightening:
 - Temperature sensitive crayons
 - Pyrometer
 - Infrared non-contact thermometer
- Application of Jacking Forces: Jacks shall be placed so that forces are relieved as straightening occurs during cooling. Jacking 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 initial yield of the element. The jacking force shall be adjusted so that the sum of jacking-induced moments and 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 heating cycles, the limit of 50 percent may again be used. Determine and document the maximum jacking force for each damage location, and the proposed sequence of jacking and heating. Copies of the documentation shall be submitted to the Engineer for acceptance before beginning repairs. Modifications due to changing condition shall be submitted to the Engineer. The maximum jacking force may be controlled by measuring the deflection resulting from the jacking force. The deflection limitation can be computed by one of the following methods. The calibration of jacks and electronic temperature monitoring equipment shall be performed and documented monthly, and load cells used for calibration must be certified within a two year period.
- Repair Field Supervision: Jacking forces shall be monitored to insure that limits are not exceeded. Heating patterns shall be approved by the Engineer and monitored to verify that they are followed. Heating temperatures shall be routinely monitored to insure compliance with specified limits.