

**INVITATION TO BID**  
**City and Borough of Wrangell**  
**Creosote-Treated Timber Pile Procurement**

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**GENERAL**

- A. General. The City and Borough of Wrangell, invites sealed bids from interested and qualified firms for the Creosote-Treated Timber Pile Procurement project, located in Wrangell, Alaska.
- B. Description of Work. The scope of work includes the construction and delivery of a creosote-treated timber piles acting as fender piles for the Wrangell City Dock. The Contractor shall provide all qualified labor, equipment, tools, materials, and supplies, necessary to complete the job. The piles delivery point is FOB Docks, Port of Seattle, Washington.

**INSTRUCTIONS TO BIDDERS**

- A. Sealed bids will be received by the City and Borough of Wrangell, Post Office Box 531, Wrangell, Alaska 99929, or located at the Borough Clerk's Office, 205 Brueger Street, Wrangell, Alaska 99929, until **10:00 AM prevailing time on June 3, 2021**, at which time the Bids will be publicly opened and read aloud in the Assembly Chambers in City Hall, Wrangell, Alaska.
- B. All bids must be submitted in sealed envelopes bearing on the outside the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
- C. Bids must be typewritten or completed with pen and ink, signed by the Bidder or their authorized representative, with all erasures or corrections initialed and dated by the official signing the Bid.
- D. Modifications to Bids. Any Bidder may modify his bid by submitting a written modification signed by the Bidder. Modifications may be either hand delivered (205 Brueger Street, Wrangell, AK 99929), mailed (P.O. Box 531, Wrangell, AK 99929), faxed (Fax: 907-874-3952), or emailed (clerk@wrangell.com), provided such communication is received by the OWNER prior to the bid closing time. Modifications should not reveal the bid price but should provide the addition or subtraction, or other modification, so that the final prices or terms will not be known by the Owner until the sealed bid is opened. Alternatively, bid modifications may be emailed to the attention of Kim Lane at [clerk@wrangell.com](mailto:clerk@wrangell.com).
- E. Addenda. Each bid shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the Bid being rejected as not responsive.
- F. The Bid Price shall include everything necessary for the fulfillment of the contract, including, but not limited to, furnishing all labor, materials and equipment, except as may be provided otherwise in the Contract Documents. In the event of a difference between a price bid in words and a price bid in figures for the same bid, the words shall be the amount bid.
- G. Any questions concerning the existing conditions and/or the contract conditions contained herein shall be submitted, in writing, prior to the date for Bid submittal. Questions regarding this solicitation shall be directed to Amber Al-Haddad, Capital Facilities Director, Telephone 907-874-

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3902.

- H. Standards for Acceptance of Bids. The OWNER reserves the right to reject any or all bids, to waive any informality or irregularity in the bid. The award of the Contract, if made by the OWNER, will be made to the qualified and responsible. The City and Borough of Wrangell reserves the right to modify the contract after its award.
- I. Prices to be Firm. Participating Contractors warrant that prices, terms, and conditions included in their Bids will be firm for acceptance for a period of sixty (60) days from the quote submission deadline date.
- J. Award of Contract. Award of a contract shall be on the basis of the said work and will be made to the lowest responsive Bidder.
- K. Execution of Agreement. All bids greater than \$25,000 require Wrangell Borough Assembly approval. After such approval, the Bidder to whom the award is made shall execute a written Agreement with the Owner on the Agreement form included herein and shall secure all insurance and furnish all certificates and bonds required by these contract documents. Failure or refusal to enter into the Agreement shall be just cause for annulment of the award, and the Owner may award the contract to the second lowest responsive and responsible Bidder.

**SUMMARY AND SPECIFICATIONS OF WORK**

- A. The work under this project includes providing all labor, materials, tools, and equipment necessary for furnishing and delivering creosote-treated marine timber piles to the Port of Seattle, Washington. Specifications of the poles and their treatment is as follows:
  - 1. Creosote-Treated Timber Piles for Marine Application
    - a. Qty: Eleven (11)
    - b. Wood species: Coastal Douglas Fir Marine Piles, Round, Clean Peeled, Natural Taper compliant with ASTM D-25 standards
    - c. Size: measured at 12" – 14" minimum diameter at three feet from butt end
    - d. Pile Condition: Pile material shall be suitably seasoned or conditioned prior to treatment. The supplier of the Douglas Fir piles shall supply a certification that sterilization of the piles has occurred in accordance with AWWA Standard M1, Section 1.1.5.
    - e. Cleanliness: Marine piles treated with creosote shall be reasonably free of exudate and surface deposits and shall meet the AWWA Standard M20 for treatment and handling procedures to enhance surface cleanliness with creosote.
    - f. Marking: Marine piles shall be branded at five points five feet and ten feet from the butt end with standard brand according to AWWA Standard M6, except only the length shall be shown on the bottom line of the brand.
    - g. Pressure Retention Specification: Creosote-treatment of piles to a minimum 20 lb/ft<sup>3</sup> (PCF) per AWWA UC5A standard U1-17.

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**B. Special Conditions**

1. **Specifications:** Any obvious error or omission in specifications shall not be to the benefit of the Bidder but shall put the Bidder on notice to inquire of or identify the same from the City and Borough of Wrangell.
2. **Delivery:** Piles shall be consigned to the City and Borough of Wrangell, Alaska and delivered to the FOB delivery address: Alaska Marine Lines, 5615 West Marginal Way SW, Seattle, WA 98106, Toll-Free: 1-800-326-8346.
3. All terms and conditions of this Bid, addenda, the agreement, subsequent change orders and directives are incorporated into the contract by reference as set forth herein.
4. **Indemnification:** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Owner and their employees and agents again and from all claims and liability arising under, by reason of or accidentally to the Contract or any performance of the work, but not from sole negligence or willful misconduct of the Owner. Such indemnification shall include, but not be limited to liability of claims resulting directly or indirectly from:
  - a. Contractor's negligence and carelessness of Contractor, its employees or agents in the performance of the work or from improper materials or implements used in its construction or on account of their acts or omissions.
  - b. Bodily injury, occupational sickness, or death of Contractor, its employees or agents.
  - c. The Contractor's, its employees' or its agents' violation of any law, ordinance, or regulation.
  - d. The breach of obligations or breach of warranties, whether expressed or implied, made to the Owner by the Contractor or its agents.
  - e. Willful or criminal misconduct of the Contractor, its employees or agents.
5. **Payments to Contractor:**
  - a. Payment for furnishing the creosote-treated timber piles, as specified herein, shall be made at the unit price for the Bid Item. This payment shall include all labor, materials and equipment necessary to furnish and deliver the piles including all incidentals necessary.
6. **Compliance with Specifications:** The terms and conditions of this Invitation to Bid, General Conditions, Special Conditions, Instructions to Bidder, Specifications, Bid, Addenda, Agreement, and/or any other pertinent documents are incorporated into the contract by reference as set forth herein.
7. **Work Standards:** All work conducted must be in accordance with local, state, and federal regulations including, but not applicable to O.S.H.A. requirements.

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**BID SCHEDULE**

**CREOSOTE-TREATED TIMBER PILE PROCUREMENT**

1. The undersigned Bidder offers and agrees, if this Bid is accepted, to enter into an Agreement with the Owner to perform the work as described in the contract documents entitled *Invitation to Bid, City and Borough of Wrangell, Creosote-Treated Timber Pile Procurement*.
2. Bidder accepts all of the terms and conditions of the contract documents, including without limitations, those in the Invitation to Bid.
3. The Bid will remain open for sixty (60) days, as stipulated in the Invitation to Bid.
4. The Bidder has familiarized itself with the nature and extent of the contract documents, the work, the site, and locality where the work is to be performed, the legal requirements, and the conditions affecting cost and performance of the work.
5. The Bidder agrees to complete the work required under the contract documents within the time stipulated and accepts payment in full based on the contract price named in the Bid.
6. Bidder has examined the contract documents in full, including the following Addenda, receipt of which is hereby acknowledged by the undersigned:

Addenda No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____

7. The Bidder has read this Bid and agrees to the conditions as stated herein by providing their signature in the space provided below.

<b><u>Quantity</u></b>	<b><u>Description of Work</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Price</u></b>
11	Coastal Douglas Fir, Creosote-Treated Timber Piles FOB Port of Seattle, WA	\$ _____	\$ _____

Bidder's Name: \_\_\_\_\_

Bidder's Representative's Signature: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's Telephone / Fax Numbers: \_\_\_\_\_

Bidder's Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

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**AGREEMENT**

**CREOSOTE-TREATED TIMBER PILE PROCUREMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of, 2021, by and between the CITY and BOROUGH OF WRANGELL, P.O. Box 531, Wrangell, Alaska 99929, hereinafter called "OWNER," and \_\_\_\_\_, hereinafter called "CONTRACTOR."

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

**Section 1: Scope of Work**

The CONTRACTOR shall perform and provide, within the time stipulated, the Contract as herein defined, of which this Agreement is a component part, and everything required to be performed including the providing of all work, labor, services, materials, utility, transportation and other acts necessary to perform the Contract in a workmanlike manner (hereinafter referred to as "Construction"), in connection with:

*City & Borough of Wrangell*  
*CREOSOTE-TREATED TIMBER PILE PROCUREMENT*

and in strict conformity with the Contract Documents, including any and all Addenda issued by the OWNER, and with all of the other Contract Documents enumerated in Section 4 hereof, hereinafter collectively referred to as the "Contract."

**Section 2: Contract Amount**

As and for full payment, and in consideration of the timely and proper performance of all construction and work called for by the Contract, as defined herein, and performance of all the terms and conditions thereof, the OWNER shall pay the CONTRACTOR in currency of the United States, as follows:

If the Bid calls for single lump sum price(s), the OWNER shall pay to the CONTRACTOR a Total Contract Amount of: \$\_\_\_\_\_ (In Words: \_\_\_\_\_).

It is further agreed that the CONTRACTOR shall start all work and construction within five (5) days after delivery of the OWNER'S Notice to Proceed, unless otherwise specified in such Notice to Proceed, and shall complete all work and construction in accordance with the construction schedule and time for completion as provided in the Contract Documents.

**Section 3: Payment Procedures**

The CONTRACTOR shall submit Applications for Payment upon 100% completion of the work.

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**Section 4: Contract Documents**

The Contract, and the component parts of this Contract, entered into by the acceptance of the CONTRACTOR'S Bid and the signing of this Agreement, consist of the following documents, all of which are component parts of said Contract and are as fully a part thereof as if herein set forth in full, and if not attached, as if attached hereto:

- A. This Agreement;
- B. Invitation to Bid;
- C. Addenda
- D. Bid as accepted;
- E. Notice of Award;
- F. Notice to Proceed or Purchase Order
- G. Written amendments, including Change Orders, to this Agreement signed by both parties and entered into after execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**ATTEST:**

**OWNER: CITY and BOROUGH OF WRANGELL**

\_\_\_\_\_  
Kimberly Lane, Borough Clerk

By: \_\_\_\_\_  
Lisa Von Bargaen, Borough Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Signature of authorized officer

\_\_\_\_\_  
Title of person signing

\_\_\_\_\_  
Date