GENERAL

- A. General. The City and Borough of Wrangell, invites sealed bids from interested and qualified firms for the City Dock Summer Float Procurement project, located in Wrangell, Alaska.
- B. Description of Work. The scope of work includes the construction and delivery of a steel constructed float for the Wrangell City Dock. The float will be according to the drawings included herein. The Contractor shall provide all qualified labor, equipment, tools, materials, and supplies, necessary to complete the job. The float's delivery point is FOB Wrangell, Alaska.
- C. Point of Contact. For pre-bid questions about the scope of work, please contact Harbor Master, Greg Meissner, Telephone 907-874-3736.

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 2:00 PM prevailing time on January 21, 2020, 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.
- 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 Harbor Master, Greg Meissner, Telephone 907-874-3736.
- H. Contractor's Licenses All Contractors are required to submit a copy of their current Business License with their Bid.
- I. 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.
- J. 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.
- K. 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.
- L. 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 OF WORK

- A. The work under this project includes providing all labor, materials, tools, and equipment necessary for furnishing and delivering, to the Port of Wrangell, Alaska, one-piece galvanized steel floating dock with overall dimensions, outside to outside, of 10" (wide) x 130' (long). Design drawings are included at the end of this section.
- B. Galvanized Steel Fabrication Specifications:
 - 1. New Domestic Spiral Steel shall conform to ASTM A-252, Grade 3.
 - 2. Fabrication standards for hot stick, attachments, sizes, and lengths, including splice lengths, shall conform to AWS D1.1.
 - 3. Hot Dipped Galvanizing standards shall conform to ASTM A-123, minimum.
 - 4. All splice joints shall have two baffle plates, one on each side of the joint.
- C. Liquidated Damages. Provisions for liquidated damages are set forth in the Agreement, included herein.

D. Special Conditions

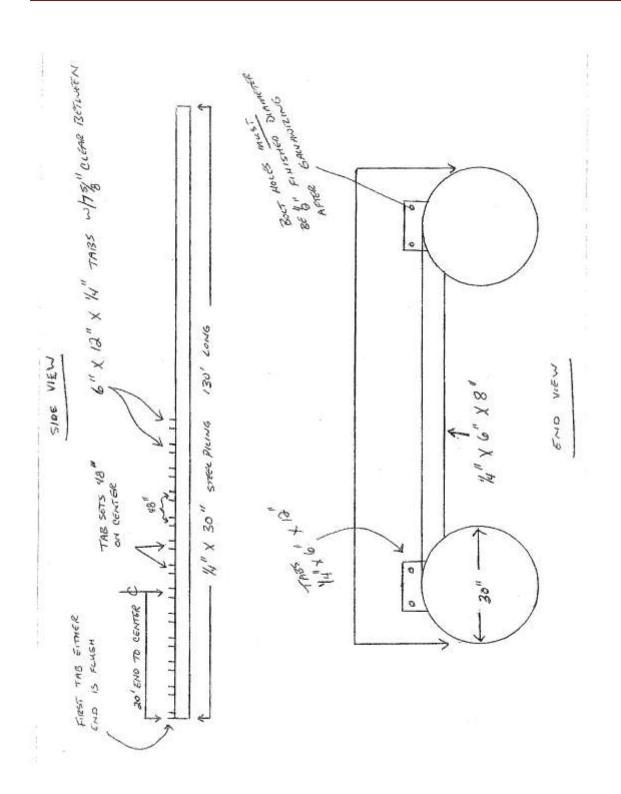
- 1. Specifications: Any obvious error or omission in specifications shall not be to the benefit of the Bidder but shall put the Bidder on notice to inquire of or identify the same from the City and Borough of Wrangell. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2. 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.
- 3. Completion of Work. The Contractor understands and agrees that time is of the essence in performing the work. All work, including delivery to the Port of Wrangell, shall be complete by **April 14, 2020**. Work completed after April 14, 2020 will have liquidated damages assessed as stipulated in the Agreement.
- 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.

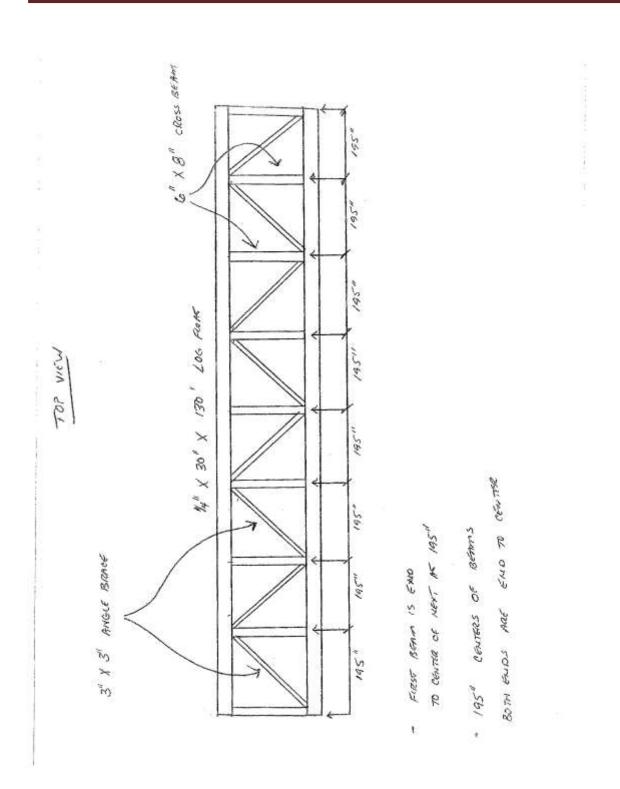
5. Payments to Contractor:

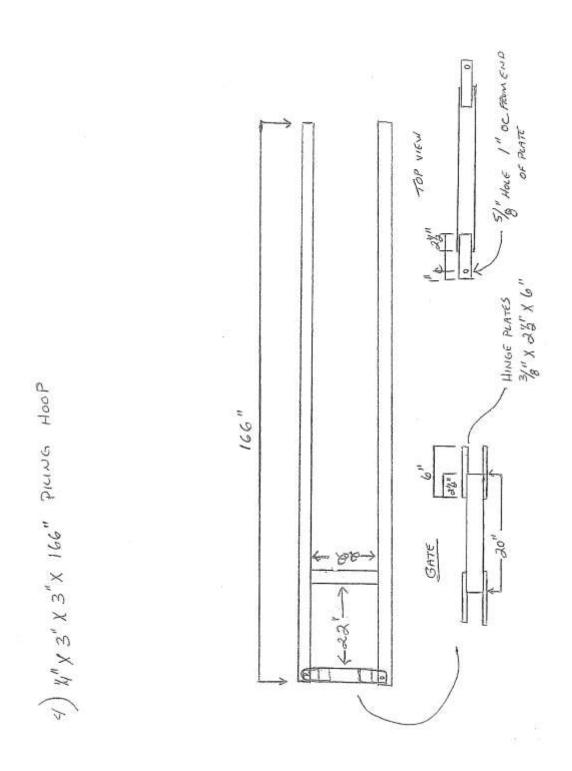
- a. Payment for furnishing the floating dock as specified herein shall be made at the lump sum price for Bid Item Floating Dock. This payment shall include all labor, materials and equipment necessary to design, furnish, fabricate, and transport float and all incidentals necessary. The Work also includes producing shop drawings prior to fabrication.
- b. The Contractor shall submit progress payments to the Owner for review, by submitting an Application for Payment filled out and signed by the Contractor covering the work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 6. Compliance with Specifications: The terms and conditions of this Invitation to Bid, General Conditions, Special Conditions, Instructions to Bidder, Specifications, Bid, Addenda, Agreement,

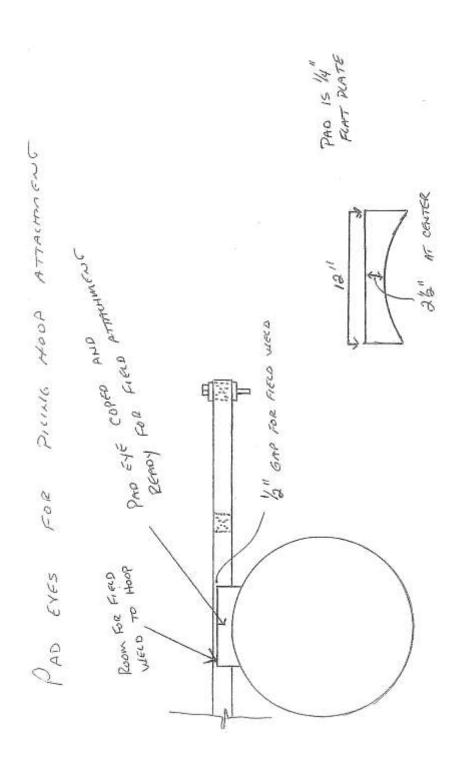
and/or any other pertinent documents are incorporated into the contract by reference as set forth herein.

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.









BID SCHEDULE

CITY DOCK SUMMER FLOAT 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, City Dock Summer Float 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 (<u>60</u>) days, as stipulated in the Invitation to Bid.

Addenda No. Date Issued

Is the Bidder's Business License Attached? Yes____ No____

- 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:

7. The Bidder has read this Bid and agrees to the conditions as stated herein by providing their

Addendum No.

Date Issued

signature in the space provided below.						
<u>Item</u>	Description of Work	Amount				
1	10' x 130' Float, FOB Port of Wrangell, Alaska	\$				
Bidder's Name	:					
Bidder's Repre	sentative's Signature:					
Bidder's Address:						

Bidder's Telephone / Fax Numbers:

Bidder's Email Address:

AGREEMENT

CITY DOCK SUMMER FLOAT PROCUREMENT

THIS AGREEMENT made and entered into this day of, 2020, by and between the CITY and BOROUGH OF WRANGELL, P.O. Box 531, Wrangell, Alaska 99929, hereinafter called "OWNER," and, licensed and qualified to do business within the State of Alaska, 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 CITY DOCK SUMMER FLOAT 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: Construction Time
The CONTRACTOR agrees to complete all work and construction called for and as defined in the General Conditions, Completion of Work, by April 14, 2020, to the satisfaction of the OWNER.
Section 3: 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 ten (10) 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 4: Payment Procedures

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

Section 5: Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence in the completion of this contract and that liquidated damages for delay shall be at the rate of \$250 per calendar day.

Section 6: 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:

	d, as if attached he	and a	re as	fully	a part	tnereor	as 11	nerein	set	forth in full, a
A.	This Agreement;									
В.	Invitation to Bid;									

D. Bid as accepted;

C. Addenda

- 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.

OWNER: CITY and BOROUGH OF WRANGELL
By:
Lisa Von Bargen, Borough Manager
Date

ATTEST:	
Kimberly Lane, Borough Clerk	
Date	
	CONTRACTOR:
	Name of Contractor
	By:
	Title of person signing
	Date