



## **For Sale**

### **Douglas Fir Piles**

**For Sale:** Never used the NWSA offers 1 lot of 436 Douglas Fir piles (untreated) left over from an NWSA 2020 project. Piling lengths between 62 ft. - 65 ft. Knots are trimmed close to the log. Piling to meet ASTM D25 Standards. See also the division 6 specification for the timber pile procurement and the shop drawing and pictures of the piles. Piles are located at Port of Seattle, Terminal 5, 3443 West Marginal Way, Seattle WA 98106.

Interested buyers should complete the Offer to purchase (Attachment A) on Page 4 and mail the offer to:

Northwest Seaport Alliance  
Attn: Sharon Rothwell  
P.O. Box 2985  
Tacoma, WA 98421

**Offers are due no later than: August 25<sup>th</sup>, 2021**

**Arrangement for payment will be made after acceptance of the offer.**

**Notice to the buyer:** Transportation Worker Identification Credential (TWIC). The removal of the piles from the terminal will require the buyer or their contractor to work within a secured/restricted TWIC regulated terminal. TWIC is a credentialing program managed by the Department of Homeland Security (DHS), through the United States Coast Guard and the Transportation Security Administration. All credentialed merchant mariners and individuals who will need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC, visit [www.tsa.gov/twic](http://www.tsa.gov/twic). The awarded Buyer/Contractor shall have a minimum of one TWIC compliant employee trained as an escort for every five workers not possessing TWIC cards working on a secured or restricted site. Each escort will be required to receive Terminal Operator provided escort training. All associated fees for obtaining a TWIC card are to be borne by the buyer/Contractor

**The Buyer is responsible for providing an insurance certificate with the NWSA named as additional insured and for the pick- up and removal of the piles within two weeks of finalization of the sale.**

**Hold Harmless:** The pile(s) (are sold AS IS, WHERE IS, AND WITH ALL FAULTS, and WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, and any and all representations, warranties, and guarantees, of any and every kind, express and implied, are hereby expressly disclaimed, including but not limited to any regarding condition or fitness or suitability for any particular purpose. The Northwest Seaport Alliance disclaims any warranty or representation that the property on which the pile(s) is(are) located is safe or suitable for access by Buyer, or for the work contemplated in this Agreement. Buyer agrees, represents, and warrants that it is or will become familiar with the property and the operations conducted thereon, and will take all reasonable precautions to avoid injury

or property damage to the Northwest Seaport Alliance, Buyer, or third parties, or to employees, agents, representatives, consultants, contractors, or invitees of any of them. Buyer shall perform the work in a prompt, safe, efficient, and professional manner. In addition, Buyer shall perform the work in coordination with the NWSA and any NWSA tenants or customers occupying or using the property, so as to minimize any adverse impact to the property or to the NWSA's or such persons' operations or use of the property. Buyer shall be liable for any damage to the property or improvements thereon, injury to any person, or damage to or loss of any property, caused by Buyer or its employees, agents, representatives, consultants of all levels, contractors of all levels, licensees, or invitees ("Buyer Parties"). Buyer at its sole cost shall obtain and maintain all necessary permits and licenses required by all applicable governmental agencies for the work, and at the Northwest Seaport Alliance's request shall provide a copy of all such permits and licenses and all renewals thereof to the Northwest Seaport Alliance. Buyer shall perform the work in accordance with the Northwest Seaport Alliance's approval of the proposed manner of performing the work, and in accordance with all applicable federal, state, and local laws, regulations, rules, standards, ordinances, permit and permit requirements, licenses and license requirements, approvals, orders, decrees, policies, and other requirements of all governmental bodies having jurisdiction over Buyer, or the pile(s), or the work or any part thereof, or any part of the property on which the pile(s) is(are) located or the work or any part thereof is performed, including but not limited to applicable security regulations, environmental laws, and worker protection requirements, as currently in effect or as may be hereafter amended or issued (collectively "Applicable Law"), and in addition to any other indemnity under this Agreement Buyer shall defend, indemnify, and hold harmless the Northwest Seaport Alliance against all claims, costs (including but not limited to attorney fees), fees, fines, penalties, liabilities, losses, and damages that the Northwest Seaport Alliance may incur by reason of any charge, claim, litigation, or enforcement action related to any actual or claimed violation by Buyer or Buyer Parties of any of the foregoing. Buyer's obligations under this section shall survive the expiration or other termination of this Agreement. Buyer, for itself and its successors and assigns, hereby releases and agrees to defend (with attorneys reasonably satisfactory to the Northwest Seaport Alliance), indemnify, and hold harmless the Northwest Seaport Alliance and its commissioners, directors, officers, employees, agents, representatives, insurers, and the successors and assigns of each of the foregoing, from and against all claims, demands, actions, causes of action, suits, obligations, damages, liabilities, losses, and judgments of any kind, nature, or amount whatsoever, past, present, or future, including but not limited to claims for damages, losses, injuries to or death of any person or damage to or loss of any property, or monies due, and whether in tort, contract, quantum merit, or otherwise, whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, incidental damages, punitive and exemplary damages, environmental damage (including but not limited to investigation and remediation costs and reasonable attorney fees), penalties, interest, costs, expenses (including reasonable attorneys' fees), and fees, which may arise out of, or result from, or involve, or be in any way connected with or related to or contributed to by, this Agreement, the pile(s), the work, any access granted or action taken pursuant to this Agreement, Buyer's failure to comply with any term, covenant, or condition of this Agreement, or any other act or omission of Buyer or Buyer Parties, and the provisions of any local, state, federal, or foreign law or statute providing in substance that releases shall not extend to claims, demands, injuries, or damages which are unknown or unsuspected to exist at the time, by persons executing such release, are hereby expressly, knowingly, and knowledgeably released and waived. Buyer agrees that the foregoing indemnity specifically covers

actions brought by its own employees, and thus Lessee expressly waives its immunity under industrial insurance, RCW 51 (or equivalent state or federal law), as necessary to effectuate this indemnity; the parties agree and acknowledge that this provision is the product of mutual negotiation. This Agreement specifically includes a waiver of subrogation against the Northwest Seaport Alliance and its employees, agents, and representatives regarding all losses of Buyer, Buyer Parties, third parties, or their insurers. The furnishing of insurance shall not limit Buyer's obligations under this section. Buyer's obligations under this section shall survive the expiration or other termination of this Agreement. Buyer at its cost shall obtain and maintain in effect until removal of the pile(s) from Northwest Seaport Alliance property, all types of insurance and with such minimum limits as required by Applicable Law (for example, Workers Compensation Insurance or equivalent as required by Washington law or applicable federal law), and appropriate general liability, property, and other types of insurance to cover its activities and obligations hereunder and to protect Buyer and the Northwest Seaport Alliance from any potential liability related to the work (for example, marine general liability insurance, longshore and harbor workers insurance, Jones Act insurance, Protection and Indemnity insurance, Property Insurance, and Pollution Legal Liability Insurance). Such insurance shall specifically include blanket contractual liability and broad form property damage coverage and shall name the Northwest Seaport Alliance as an additional insured and shall have limits not less than \$3,000,000 per occurrence. The Northwest Seaport Alliance shall be given at least thirty (30) days prior written notice of any cancellation, non-renewal, or reduction of any required insurance.

**ATTACHMENT A - OFFER to PURCHASE**

Page 1 of 1

**Northwest Seaport Alliance****SALE****Title: Untreated Piles**

\_\_\_\_\_ offers to purchase the following listed item(s)  
Name \_\_\_\_\_

Item #	Description	Qty.	U/M	Unit Price	Extended Price (including sales tax 10.3%)
1	436 Timber Pilings to be of Douglas Fir ASTM D25 Class A or B, lengths 62 ft – 65ft	1	lot	\$	\$
	<b>TOTAL</b>				\$

**Check Acknowledgement below:**

Payment and Insurance certificate required within 5 days of offer acceptance.

Yes, I acknowledge ☐Acknowledge buyer requirement to load and remove the Piles within 2 weeks of offer acceptance. Yes, I acknowledge ☐

Acknowledge requirement for TWIC card for work on terminal 5.

Yes, I acknowledge ☐**Removal of Piles**☐ Yes, I acknowledge that I can remove the piles within two weeks of the finalization of the sale.☐ No, I can't make the 2-week removal, but can remove all the piles by \_\_\_\_\_  
(provide a date).

Mailing Address, City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

Name or Legal Name of Company: \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

## Stone Piling & Lumber

7470 Jordan St. SE – Salem, OR 97317 – USA

Phone: 503-910-9399 – Fax 503-364-6762

Poles – Piling – Lumber – Plywood – New – Used – Treated – Untreated

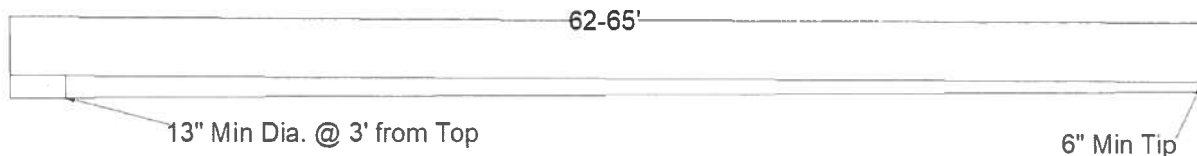
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Per specification section 06 19 00,

The below Submittal is for the Terminal 5 upgrade project in Seattle, WA. Per the Bid dated 6-17-19, we propose to supply the timber piling to the standards given below:

- Timber Piling to be of Douglas Fir selected from live and sound trees
- All Piling to meet the ASTM D25 standards (Class A or B) (See response to RFI 017)
- Knots are to be trimmed close to the log
- Lengths of piling to be between 62 ft – 65 ft
- Loads to be delivered to Terminal 5 by log trucks (estimate 4 trucks/week)
- Material is peeled by a processor
- Piling to be handled and loaded with proper logging equipment
- Delivery schedule: ½ of total quantity delivered between July 2019-Feb 2020. ½ Delivered between July 2020 -Feb 2021
- Material list and certified test/inspection report will be supplied to the owner for supplied material for both phase 1 and phase 2.

### Shop Drawings: Peeled Douglas Fir Piling



**Stone Piling & Lumber**

Poles - Piling - Lumber - Plywood - New - Used - Treated - Untreated

7470 Jordan St. SE - Salem, OR 97317 - USA

Phone: 503-910-9399

Fax 503-364-6762

**TRANSMITTAL RECORD**

To:	Orion Marine Group	Date:	July 8, 2019
	1112 E. Alexander Ave	Job:	Terminal 5
	Tacoma, WA 98421		Timber Piling
Attn:	Nic Lundberg		

We are sending: Herewith

Via: BmailEmail: nlundberg@orionmarinegroup.comDrawings/Documents prepared by: Stone Piling & Lumber

<u>Documents</u>	<u># Copies</u>	<u>Rev #</u>	<u>Description</u>	<u>Action</u>
1	PDF	N/A	Materials Submittal Letter	For Approval

REMARKS: \_\_\_\_\_

Copy To:

Jack Stone 7-9-19  
 Authorized Signature Date  
 Stone Piling & Lumber Co.

\_\_\_\_\_  
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**DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES**  
**Section 06 19 00 – Timber Piles**

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**PART 1 GENERAL**

**1.01 SUMMARY**

**A. Description of Work**

1. The work under this section consists of furnishing labor, materials, appliances, tools, equipment and incidentals and doing all work required for furnishing timber piles as indicated on the plans and as specified herein.

**1.02 REFERENCES**

**A. Governing Specifications, Codes, and Standards**

1. American Society for Testing and Materials (ASTM)
  - a. D25 – Standard Specification for Round Timber Piles
2. American Wood Preserver Association (AWPA)
  - a. A2 – Standard Methods for Analysis of Waterborne Preservatives and Fire-Retardant Formulations
  - b. M1 – Standard for the Purchase of Treated Wood Products
  - c. M2 – Standard for the Inspection of Preservative Treated Wood Products for Industrial Use
  - d. M3 – Standard for the Quality Control of Preservative Treated Products for Industrial Use
  - e. M4 – Standard for the Care of Preservative-Treated Wood Products
  - f. M6 – Brands Used on Preservative Treated Materials
  - g. P5 – Standard for Waterborne Preservatives
  - h. P9 – Standards for Solvents and Formulations for Organic Preservation Systems
  - i. T1 – Use Category System: Processing and Treatment Standard
  - j. U1 – Use Category System: User Specification for Treated Wood

**B. Reports**

1. Geotechnical Report:
  - a. "Geotechnical Engineering Design Study, Terminal 5 Deepening and Crane Rail Upgrade, Seattle, Washington," by Hart Crowser  
Dated October 14, 2016

**1.03 ADMINISTRATIVE REQUIREMENTS**

**1.04 SUBMITTALS**

**A. Shop Drawings, including:**

1. Material species and class
2. Diameters, including tip and butt
3. Length
4. Handling requirements

- B. Certification of Materials
    - 1. Statement of certification with required standards and specifications by inspection agency
  - C. Material Provider
    - 1. Submit confirmation that the material provider conforms to AWPA M3.
  - D. As-Built Drawings
- 1.05 QUALITY ASSURANCE
- A. Material Provider
    - 1. Timber pile material provider shall conform to AWPA M3.
  - B. Inspection Agency
    - 1. Special Inspection or other Testing and Inspection will be performed by the Special Inspector or agent of the Port in accordance with Section 01 45 29 - Independent Testing and Inspection Service.
  - C. Certifications
    - 1. The contractor shall furnish to the engineer certification from the supplier or inspection agency that the material furnished is in accordance with these specifications. Certification shall include or shall have attached a listing of the material being supplied and a certified test or inspection report.
- 1.06 DELIVERY, STORAGE, AND HANDLING
- A. Delivery and Acceptance Requirements
    - 1. The Contractor is responsible for the quality and quantity of the materials. The Contractor shall verify the materials meet the project requirements prior to accepting materials.
  - B. Handling and Storage Requirements
    - 1. Store and handle timber piling carefully to avoid damage to the piles. Prevent crushing of corners and abrasion of surfaces.
    - 2. Use fiber rope slings to handle piles.
    - 3. Set piles on blocking while being stored in environments that are exposed to rain.
- 1.07 SPECIAL WARRANTY
- 1.08 BIDDER-DESIGN PERFORMANCE REQUIREMENTS

**PART 2 PRODUCTS AND MATERIALS**

**2.01 PRODUCTS AND MATERIALS**

- A. Timber Pinch Piling
  - 1. Source
    - a. Timber piles shall conform to ASTM D25 Class A or B, AWPA T1, and AWPA U1.
    - b. Cut piling from sound, live trees containing no unsound knots.



- c. Timber piles shall be unused.
- 2. Species
  - a. Douglas fir, Western red cedar, or Larch.
- 3. Treatment
  - a. Piling shall be untreated.
- 4. Dimensions
  - a. All dimensions measured shall be those of the finished product.
  - b. Butt Diameter
    - (1) Butt diameter shall be measured 3 feet from the larger end of the pile in accordance with ASTM D25 standards
    - (2) Minimum pile butt diameter shall be per the Drawings.
  - c. Tip Diameter
    - (1) Minimum tip diameter shall be not less than 5 inches for drivability, or as noted on the Drawings, whichever is greater.
  - d. Length
    - (1) Minimum installed pile length, installed and in-place, shall be per the Drawings.
    - (2) If the Contractor chooses to use means of installation that damage the top of the pile, additional length shall be ordered accordingly.
  - e. Piles shall be uniformly tapered.
  - f. Timber piles shall be constructed of one piece from butt to tip; splices are not permitted.
- 5. Peeling
  - a. Timber piles shall be clean peeled. Timber piles shall be peeled by removing all rough bark and at least 80 percent of inner bark with no strip of inner bark remaining on the pile over  $\frac{3}{4}$  inches wide or over 8 inches long, and at least 1 inch of clean wood surface shall remain between any two such strips.
  - b. Not less than 80 percent of the surface on any circumference will be clean wood.
- 6. Knots and Defects
  - a. Sound knots will be permitted if the knot diameter does not exceed 4 inches or  $\frac{1}{3}$  of small diameter of the pile at point where the knot occurs, whichever is smaller.
  - b. All knots must be trimmed close to the body of the pile.
  - c. Any defect or combination of defects which impair the strength of the pile more than the maximum allowable knot will not be permitted.

7. Branding

- a. The producer shall brand each pile in accordance with AWWA M1, M2, M6, T1, and U1.

2.02 OWNER-FURNISHED PRODUCTS AND MATERIALS

2.03 QUALITY ASSURANCE / QUALITY CONTROL

A. Contractor Inspection

1. Prior to acceptance of materials, the Contractor shall visually inspect the each lot of timber piling for length, diameter, species, soundness, and density. A hammer test may be required to check soundness or density in the event suspect materials are delivered.
2. Any materials found to be defective shall be replaced at the Contractor's expense.

- B. The Engineer may inspect the materials at her or his discretion. Any materials found to be defective may be required to be replaced at the Contractor's expense.

PART 3 EXECUTION

3.01 INSTALLERS

3.02 EXAMINATION

3.03 PREPARATION

3.04 INSTALLATION

A. Installation

1. Timber Pinch Pile Installation shall be per Section 31 62 00 – Pile Driving & Removal.

3.05 REPAIR

3.06 QUALITY ASSURANCE / QUALITY CONTROL

3.07 PROTECTION

3.08 CLEANING

3.09 SYSTEM STARTUP

3.10 CLOSEOUT ACTIVITIES

A. As-Built Drawings

1. The Contractor shall submit as-built drawings indicating the following information for each driven pile:
  - a. Pile butt plan location (X, Y, Z)
  - b. Elevation of pile cut-off
  - c. Pile batter direction and angle
  - d. Pile length
2. As-built drawing shall be submitted, reviewed, and approved prior to project closeout.

3. Information not recorded during construction shall be surveyed at no expense to the Port.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Furnishing of timber pinch piles is incidental to the "Furnish and Install Timber Pinch Piles" shall be measured by each (EA) installed as indicated in the Schedule of Unit Prices. This includes the materials, their production, delivery, and all other aspects of furnishing and installing the piles.
- B. No separate measurement or payment will be made for any additional piles purchased at the Contractor's discretion. No separate measurement or payment will be made for disposing of damaged or unused piling. All costs of storing, hauling and disposal (including disposal fees) will be considered incidental to the items stated in the Schedule of Unit Prices

4.02 PAYMENT

- A. Payment will be made at the contract unit price stated in the Schedule of Unit Prices for "Furnish and Install Timber Pinch Piles" per each. The contract price shall be full compensation for furnishing all materials, equipment, tools, labor and all items required to complete timber pinch pile work

End of Section















