



Klickitat County Port District No. 1

154 E Bingen Point Way Ste. A
Bingen, WA 98605
509-493-1655

Contract Documents

2018-02
Real Estate Appraisal Services

Submission Deadline

April 20, 2018 at 5:00pm PPT

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Klickitat County Port District No. 1
Contract Documents
2018-02 – Real Estate Appraisal Services

1. INTRODUCTION

1.1 REQUEST FOR QUOTE

Klickitat County Port District No. 1 (hereinafter “Port”) seeks quotes from experienced and qualified real estate appraisers to provide all services necessary to appraise the value of improved and unimproved real estate at Port-owned business and industrial parks in Klickitat County, Washington.

1.2 SCOPE OF WORK

The quote submitted shall include the following services to be performed:

- a. Upon request and identification, conduct an appraisal to estimate the market value of an undeveloped industrial property (“land appraisal”).
- b. Upon request and identification, conduct an appraisal to estimate the market value of an industrial building or similar structure and the property on which it is situated (“facility appraisal”).
- c. Land appraisals shall include a land rent/lease rate analysis and facility appraisals shall include a space rent/lease rate analysis.

1.3 LOCATION

Bingen Point Business Park in Bingen, Washington, and Dallesport Industrial Park in Dallesport, Washington.

1.4 ADDITIONAL INFORMATION

- a. Contractor must be a member of the Appraisal Institute (MAI).
- b. Contractor shall have a minimum of three years experience conducting land and facility appraisals within the Columbia River Gorge/Mid-Columbia region (for the purposes herein, an area bounded by Goldendale, Washington, to the north, Parkdale, Oregon, to the south, Washougal, Washington, to the west, and Umatilla, Oregon, to the east).

2. INSTRUCTIONS

2.1 AMBIGUITY

All responses must be certain as to terms, delivery, compliance, and/or specifications. Ambiguous responses may be rejected. Port reserves the right to obtain clarification of any point in any quote.

2.2 CANCELLATION

Port reserves the right to cancel or to reissue this RFQ at any time without obligation or liability.

2.3 CHANGES

Port reserves the right to change elements of, correct errors in, or provide additional information regarding, this RFQ by issuing one or more Addenda in reasonable advance of the deadline.

2.4 CONTACT

Contractor shall not attempt to contact, communicate, or discuss this RFQ with any Port commissioner, employee, or agent except the RFQ Coordinator.

2.5 CONTRACTOR'S RESPONSIBILITY

Contractor is responsible for fully acquainting himself/herself with all conditions, limitations, restrictions, requirements, and other information described in, or provided as part of, this RFQ. If the Contractor fails to meet any of the conditions and requirements, Port may exclude its response from consideration or require the Contractor to correct any such failures at the Contractor's expense.

2.6 CORRECTIONS

Port reserves the right to make corrections to responses for immaterial mistakes including, but not limited to, misspelling, transposition, and mathematical errors. Corrections, if any, can be

made only by the RFQ Coordinator. Contractor is wholly liable for all errors and omissions contained in its response.

2.7 DEADLINE

Responses to this RFQ must be received by 5:00pm PPT on April 20, 2018. Responses received after that time will be rejected.

2.8 DELAYS

Port assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery system.

2.9 ERRORS

Port is not liable for any errors in Contractor's response. Contractor will not be allowed to alter its response after 5:00pm PPT on April 20, 2018.

2.10 GRATUITY/KICKBACK PROHIBITION

Contractor shall not provide, attempt to provide, offer, solicit, or accept, directly or indirectly, any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind for the purpose of encouraging, obtaining, or rewarding favorable treatment in connection with this RFQ or any subsequent contract. When Contractor has reasonable grounds to believe that a violation of this Section may have occurred, it shall report same to Port, in writing, within 24 hours and shall fully cooperate with Port in, and any other agency which may be responsible for, investigating any alleged violation.

2.11 IRREGULARITIES

Port reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any response to this RFQ.

2.12 MINORITY OPPORTUNITY

Minority, women, and veteran-owned firms and small businesses are encouraged to respond to this RFQ.

2.13 PRE-BID MEETING

There will be no pre-bid conference.

2.14 PREPARATION COSTS

Port will not reimburse Contractor for costs incurred in preparing or presenting a response to this RFQ or for any other expense incurred prior to the execution of a final contract.

2.15 PROPRIETARY MATERIAL

Contractor shall clearly identify any proprietary information contained in its response to this RFQ. Any response marked as proprietary in its entirety will be rejected as non-responsive. All responses, including any materials submitted with them, are subject to the Public Records Act (RCW 42.17).

2.16 RFQ COORDINATOR

All communications concerning this RFQ must be directed to the person listed below. Unauthorized contact with other Port personnel regarding this RFQ may result in disqualification. Any oral communications will be considered unofficial and non-binding.

Port of Klickitat
Marc Thornsby
154 E Bingen Point Way Ste. A
Bingen, WA 98605
509-493-1655

2.17 WITHDRAWAL

Contractor may withdraw its response to this RFQ at any time up to the closing date and time. To withdraw its response, Contractor must submit, to the RFQ Coordinator, a written request signed by an authorized representative of Contractor. After its response has been withdrawn, Contractor may submit a new response at any time up to the closing date and time.

3. TERMS AND CONDITIONS

3.1 AUDITING

Contractor shall keep and maintain accurate books, records, and documents showing all work performed under this Contract for no less than three (3) years after its conclusion or termination. Port or its duly authorized agent shall have the right, upon ten (10) working days notice, to audit all such records including Contractor's timesheets and logs pertaining to this Contract.

3.2 CHANGES

All changes and claims for extra cost shall be by written Change Order approved by Port in advance.

3.3 COMPLIANCE WITH LAWS

Contractor agrees to fully comply with all local, state, and federal laws and regulations applicable to the Work including Washington business registration, taxes, employee safety, and employment eligibility.

3.4 CONFLICTS OF INTEREST

Contractor warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Contract.

3.5 CONTINGENCY FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract contemplated by this RFQ upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, Port shall have the right, in its sole discretion, to reject Contractor's response or annul any subsequent contract and recover the full amount of such commission, percentage, brokerage, or contingent fee without liability.

3.6 COSTS AND DISBURSEMENTS

Contractor shall pay all costs and disbursements required for the performance of its services under this Contract.

3.7 DISPUTES

The parties agree to make a good faith effort to settle any claims, disputes or other matters in question between Contractor and Port arising out of or relating to this Contract or the breach thereof through direct negotiation.

3.7.1 MEDIATION

If a dispute arises that cannot be settled through direct negotiation, the parties agree to endeavor to settle the dispute through a mediator acceptable to both parties, the cost of which shall be divided equally. Port reserves the right to join any dispute under this Contract with any other claim in litigation or other dispute resolution forum, and Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum.

3.7.2 ACTION FILED

If a dispute cannot be resolved through mediation, and in case suit or action is instituted to interpret or enforce compliance with any of the provisions of this Contract, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees and associated fees and expenses to be allowed the prevailing party in such suit or action. In the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees and associated fees and expenses on such appeal.

3.7.3 ATTORNEY'S FEES

For purposes of this Contract, the term "attorney's fees" shall include all charges of the prevailing party's attorneys and their staff (including, without limitation, legal assistants, paralegals, word processors, court fees, and other support personnel) and the term "fees and expenses" shall include, but is not limited to, long-distance telephone charges;

expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges; and costs incurred in searching records.

3.8 INDEMNIFICATION

To the maximum extent permitted by law, Contractor shall indemnify and hold harmless the Port and its officers, agents, and employees from any and all suits, claims, penalties, or damages arising from Contractor's negligent act or omission or willful misconduct except to the extent caused by the negligence or willful misconduct of Port. The provisions of this paragraph shall survive the termination of this Contract.

3.9 INSURANCE

Prior to the commencement of services, Contractor shall obtain, and maintain in force at all times during the term of this Contract, insurance for Workers' Compensation, General Liability, and Auto Liability.

3.9.1 COVERAGE

The insurance required pursuant to this subsection shall have the following coverage: Prior to the commencement of services, Contractor shall secure, and maintain at all times, such insurance as will protect it from claims under Title 51 RCW (Industrial Insurance) and providing the following:

- a) Workers' Compensation coverage meeting the requirements of, and sufficient to protect itself from claims under, Title 51 RCW (Industrial Insurance);
- b) Commercial General Liability coverage naming the Port as an Additional Insured with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; and
- c) Automobile Liability coverage for owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident.

3.9.2 ISSUING COMPANY

All policies shall be issued by responsible insurance companies authorized to issue insurance in the State of Washington and rated "A-" (Excellent) or better and be of financial size category "VII" (\$50-\$100 million policyholders' surplus) or equivalent successor rating as defined by A.M. Best Company or a national, commercially-accepted successor rating agency. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after thirty (30) days prior written notice has been give to Port.

3.9.3 PROOF OF INSURANCE

Upon execution of this Contract, Contractor shall deliver to Port a Coverage Summary, Binder, or other similar document showing the carrier, policy number, name of the insured, effective period, coverage, limits of liability, and, if applicable, the project name and/or number. Furthermore, where it is required to name Port as an "Additional Insured", Contractor shall also deliver to Port an endorsement showing the policy number and name of the additional insured (ACORD forms not acceptable).

3.10 NO OBLIGATION

A response to this RFQ does not constitute a contract with Port and no recommendation or conclusion concerning Contractor resulting from this RFQ shall obligate Port in any way except through execution of the contract.

3.11 NON-DISCRIMINATION

During the performance of this Contract, Contractor shall comply with all applicable state and federal nondiscrimination laws, regulations and policies. Contractor shall not discriminate against any employee, applicant for employment, vendor, or customer/client because of race, color, gender, religion, national origin, creed, marital status, or mental or physical handicap.

3.12 NON-WAIVER

No failure of either party to insist upon the strict performance of any provision in this Contract shall be construed as depriving that party of the right to insist on strict performance of such provision or any other provision in the future. No waiver by either party of any provision of this Contract shall be deemed to have been made unless expressed in writing and signed by the party

who is alleged to have waived a right. No payment to Port from Contractor after any breach shall constitute a waiver of any such breach or any other breach.

3.13 OTHER WORK

Port shall have the right to perform, or have performed, similar or such other work as it may desire while Contractor is performing work. Contractor shall coordinate its work with that of others when required. Any claim of interference or delay due to other work must be made to Port within ten (10) calendar days of occurrence or such claim shall be deemed waived.

3.14 OWNERSHIP

All materials submitted as part of the Contractor's response become the property of the Port and the Port shall have the right to use any of the information presented therein. The selection or rejection of a response does not affect these rights. All response materials are subject to disclosure pursuant to the Public Records Act (RCW 42.17).

3.15 PARTIAL INVALIDITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract, or any application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced as written to the fullest extent permitted by Law.

3.16 PAYMENTS

Contractor shall submit numbered invoices providing a detailed description and price of work items being invoiced, project name, and total invoice amount. Invoices must be received by the 10th day of the month and will be paid at the end of that month. No payment in advance or in anticipation of services or supplies to be provided under this Contract shall be made by Port.

3.17 PERIOD OF PERFORMANCE

Unless otherwise extended by written notice, the period of performance under this Contract shall be from May 1, 2018, through April 30, 2019.

3.17.1 EXTENSION

Upon the mutual agreement of Port and Contractor, this contract may be extended twice for a period of one (1) year each for a total contract period of three (3) years). The fee paid by Port to Contractor in any additional year shall be no greater than the amount paid the prior year increased by the percentage change in the annual Consumer Price Index (CPI-U not seasonally adjusted) as established by the Bureau of Labor Statistics (www.bls.gov/cpi).

3.18 PUBLICITY

Contractor shall not refer to the award of this contract in any commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by Port.

3.19 RELATIONSHIP OF THE PARTIES

Contractor, including its employees and subcontractors, is an independent contractor and nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent between Port and Contractor.

3.20 QUALIFICATIONS

Contractor must be properly licensed to provide these services in the State of Washington.

3.21 SUBCONTRACTING

Contractor shall not subcontract to a single subcontractor any portion of the Work exceeding forty-five percent (45%) of the total bid price (i.e. the total cost to Port including any markup). Subcontractors shall not be permitted to further subcontract work to another party (i.e. sub-subcontractor) and the contractor shall require its subcontractors to perform the work for which they are contracted. Contractor agrees that it shall remain fully responsible for the acts and omissions of subcontractors, if any, used to complete the Work of this Contract.

3.22 TERMINATION

3.22.1 FAILURE TO PERFORM

Port may terminate this Contract if Contractor fails to fulfill its obligations as set forth herein through no fault of Port or in the event Contractor shall materially breach the terms of this Contract. Any payment due for services satisfactorily performed prior to termination resulting from Contractor's failure to perform may be offset by Port's anticipated additional costs incurred because of Contractor's default. No payment shall be made for anticipated profit on unperformed work.

3.22.2 GOVERNMENT CONVENIENCE

Port may terminate this Contract, in whole or in part, at any time for government convenience.

3.22.3 REMEDIES

The rights and remedies of Port provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3.22.4 PROCEDURE

Port shall provide written notice to Contractor of Port's termination of this Contract and shall reimburse Contractor for its costs and fees incurred prior to the notice of termination, excluding unabsorbed overhead and anticipatory profit. Upon receipt of a notice of termination, Contractor shall stop all work pertaining to the fulfillment of this Contract and place no further orders or subcontracts for materials or services.

3.23 OTHER PROVISIONS

3.23.1 CAPTIONS AND CONSTRUCTION

The captions and paragraph headings in this Contract are for the convenience of the reader and are not to be considered in the interpretation or construction of its terms.

3.23.2 ENTIRE AGREEMENT

This Contract contains the undertakings between the parties. Each party represents that no promises, representations, or commitments (hereinafter "Promises") have been made by the other as a basis for this Contract which have not been reduced to writing herein. No oral Promises, now or in the future, shall be binding upon either party unless such Promises are reduced to writing in the form of an amendment to this Contract.

3.23.3 FORCE MAJEURE

Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, fire, flood, quarantine, or unusually severe weather.

3.23.4 GOVERNING LAW/VENUE

This Contract shall be governed in accordance with the laws of the State of Washington and venue shall be in Klickitat County, Washington. Contractor, by execution of this Contract, acknowledges the jurisdiction of the courts of the State of Washington.

3.23.5 NUMBER; GENDER; PERMISSIVE VERSUS MANDATORY USAGE

Where the context permits, references to the singular shall include the plural and vice versa, and references to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option and shall impose no obligation upon the party which may exercise such option or privilege. Use of the word "shall" shall denote a duty or an obligation.

3.23.6 TIME

Time is of the essence in the performance of the services required by this Contract.

4. RESPONSE REQUIREMENTS

Contractor's response must include, at minimum, the fully completed Quote form contained in this RFQ. If any portion of the Scope of Work will be assigned or subcontracted to a third party, Contract-

tor shall provide a description of said work and the name of that third party. Responses to this RFQ shall be marked, "Real Estate Appraisal Services" and addressed to: Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605.

QUOTE
2018-02 – Real Estate Appraisal Services

NAME/COMPANY*

WASH. UNIFIED BUSINESS IDENTIFIER (UBI NO.)

PHYSICAL ADDRESS

PHONE NO.

CITY, STATE, ZIP

FAX NO.

The undersigned hereby declares that s/he has read the 2018-02 – Real Estate Appraisal Services Contract Documents and any requirements, conditions, or other information provided, understands the obligations described therein, and has determined all situations affecting the services it is offering.

The undersigned proposes and agrees, if its quote is accepted, to provide all services described in the 2018-02 – Real Estate Appraisal Services Contract Documents, at his/her own expense, according to the requirements, conditions, and instructions set forth therein, to furnish the services within the period stated, and to conduct the work for the following amount(s):

Each property appraisal: _____ Dollars (\$_____)

Each facility appraisal: _____ Dollars (\$_____)

The work described in the Contract Documents shall be fully completed within the period of performance stated therein and for the amount stated above.

AUTHORIZED OFFICIAL (PRINT)

TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL

DATE OF SUBMITTAL

* For persons, partnerships, limited liability companies, and others “doing business as”, give the firm name under which business is transacted. For corporations, this quote must be signed by a duly authorized official. For joint ventures, give both firm names under which business is transacted.

Addendum Acknowledgment

The undersigned hereby acknowledges receipt of the following addenda. Failure to acknowledge receipt of addenda, if any, is an irregularity and may result in rejection of your response.

<u>Addendum No.</u>	<u>Date of Receipt</u>	<u>Acknowledgment (signature)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACT

THIS AGREEMENT, made and entered into this xx day of April, 2018, by the between **Klickitat County Port District No. 1**, a Washington municipal corporation (hereinafter "**Port**"), and **[contractor name]**, an Oregon Limited Liability Company (hereinafter "**Contractor**"), is effective May 1, 2018.

WITNESSETH:

Contractor agrees to furnish, at its own expense, all labor, machinery, tools, materials, equipment, etc., including all work incidental to or described or implied as incidental to such items, according to the Contract Documents, including any addenda, Contractor's Quote (including attachments), and any requirements, conditions, and instructions of the Port of Klickitat. Contractor further agrees that it will accept, in full payment therefore, the price as set forth in the Contractor's Quote, plus Washington State Sales Tax.

Contractor agrees to perform the regular landscape maintenance work contemplated by the contract starting the effective date of this Contract and for the Period of Performance as set forth in the contract documents. Port will make monthly payments upon request for payment by the Contractor and in accordance with the provisions of the contract documents.

All conditions set forth in the 2018-02 – Real Estate Appraisal Services Contract Documents, Contractor's Quote, and the requirements of the laws of the State of Washington pertaining to political subdivisions and applicable hereto are hereby referred to and incorporated herein as a part of this Contract and as the Contractor's obligations under the terms of this Contract. Contractor shall obtain and/or maintain all insurance as required in the Contract Documents.

In the event the Contractor shall fail to perform the work as required of and proposed by Contractor, to the approval of Port's Representative, or in the event Contractor shall fail to complete and perform any of the conditions and provisions contained in the Contract Documents, Port shall have the right to declare this Contract terminated and to retain such sums then due Contractor hereunder and to re-award this Contract to secure the completion thereof and to proceed to enforce any other remedy or remedies permitted by law.

If, for any reason, any provision of the Contract is void or unenforceable, the remaining provisions thereof shall nevertheless remain valid. The void or unenforceable provision shall be replaced by the parties by another provision of a similar economic result. The parties accordingly agree to replace such provisions with the least possible delay by means of a suitable amendment to the Contract whereby any changes in the economic circumstances shall be reflected in the parties' obligations.

Klickitat County Port District No. 1

[contractor name]

By: _____

By: _____

Marc Thornsbury

Name: _____

Executive Director

Title: _____