



## **Klickitat County Port District No. 1**

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

### **Request for Quote**

2021-04  
Marina Parking Improvement

### **Submission Deadline**

December 3, 2021 at 3:00 P.M.

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**Request for Quote**  
2021-04 – Marina Parking Improvement

**1. INTRODUCTION**

**1.1 SCOPE OF WORK**

The Port of Klickitat seeks quotes from qualified excavation companies (Provider) to perform all services necessary to cold mill, grade and compact the existing aggregate and asphalt surfaces at the Marina parking lot in the Bingen Point Business Park. This work includes but is not limited to: cold milling (pulverizing) the existing surface materials in place to a depth of 6-inches; grading the resulting material to eliminate low spots; moisture conditioning the material; compacting the material into a firm, unyielding surface; and providing dust control during operations.

**1.2 LOCATION**

The Marina parking lot located on a portion of Lot 37 in the Bingen Point Business Park approximately 550 feet east of the intersection of E. Marina Way and S. Larch Street in Bingen, WA 98605 (45.7095° latitude - 121.4569° longitude).

**1.3 PERIOD OF PERFORMANCE**

The contract will be awarded no later than December 08, 2021 and the work must be completed no later than January 28, 2022.

**1.4 SPECIAL PROVISIONS**

Provider's quote must take into account the following special provisions/conditions/requirements.

- a. The Provider must possess the proper license in the State of Washington for the work being performed and must provide proof of Workers Compensation coverage and Commercial General Liability and Commercial Automobile liability insurance, each with a Combined Single Limit of not less than \$1,000,000. The certificate shall note that the insurance shall not be canceled or materially altered without the insurer first giving 30 days written notice to the Port and that said insurance shall be primary to any owned by Klickitat Port District No. 1.
- b. The condition and suitability of the materials are not guaranteed by the Port. The Provider should satisfy themselves prior to quoting the project.

**1.5 ADDITIONAL INFORMATION**

Provider should consider the following information.

- a. The Base Work area of the parking lot is approximately 28,750 square feet in size and consists of varied surfacing materials.
- b. The material is to be cold-milled or pulverized in-place for re-use to a maximum particle size of 1-inch.
- c. The material is to be graded to provide a finish surface free of depressions greater than 0.1' in any 20-foot diameter area.
- d. The material is to be moisture conditioned (if necessary) and compacted with a smooth-drum roller to a firm, unyielding surface.
- e. The completed surface must pass a proof-roll utilizing a loaded 10-cy dump truck (or equivalent) provided by the Provider, rolling over the surface with no visual signs of deflection, pumping or movement.

**1.6 ADDITIVE WORK ITEMS**

At its sole discretion, the Port may award the Provider the Additive Work, which includes:

- a. The Additive Work area is approximately 2,500 square feet in size and consists of varied surfacing materials.
- b. The material is to be cold-milled or pulverized for re-use to a maximum particle size of 1-inch.
- c. The material is to be excavated, hauled, placed, graded, and compacted in the parking area per the requirements outlined in Section 1.5 above.

## 2. TERMS AND CONDITIONS

### 2.1 AMBIGUITY

Any Response to this RFQ that is uncertain as to terms, delivery, compliance, or specifications may be rejected or otherwise disregarded. Port reserves the right to obtain clarification of any point in any Response.

### 2.2 ASSIGNMENT

Any portion of the Work that Provider intends to assign, sublet, or transfer to another party must be described, in detail, in the Provider's response. Port reserves the right to require the substitution of any subprovider.

### 2.3 CANCELLATION

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

### 2.4 CHANGES

Port reserves the right to change elements of, correct errors in, or provide additional information regarding, this RFQ.

### 2.5 COMPETITIVE PROCUREMENT

Provider shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

### 2.6 CONTACT

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

### 2.7 CONTINGENCY FEES

Provider 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 Provider's response or annul any subsequent contract and recover the full amount of such commission, percentage, brokerage, or contingent fee without liability.

### 2.8 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. Provider is wholly liable for all errors and omissions contained in its Response.

### 2.9 DEADLINE

Responses to this RFQ must be received at the Port office by 3:00 P.M. on December 3, 2021. Responses received after that time will be rejected.

### 2.10 DELAYS

Port assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery system with respect to any correspondence required under the terms of this RFQ.

### 2.11 ERRORS

Port is not liable for any errors in Provider's response to this RFQ. No provider will be allowed to alter its response after the closing date and time.

### 2.12 GRATUITY/KICKBACK PROHIBITION

Provider 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 Provider has reasonable grounds to believe that a violation of this Section may have occurred, it shall report such 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.

- 2.13 INSPECTION**  
Provider may inspect the existing equipment and facilities before submitting a quote. Appointments may be made by contacting the Port of Klickitat at 509-493-1655 to schedule an appointment.
- 2.14 IRREGULARITIES**  
Port reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any response to this RFQ.
- 2.15 MINORITY OPPORTUNITY**  
Minority, women, and veteran-owned firms and small businesses are encouraged to respond to this RFQ.
- 2.16 OBLIGATION**  
A response to this RFQ is not a contract and does not indicate a commitment of any kind. No recommendation or conclusion concerning the Provider resulting from this RFQ shall obligate Port in any way except through the execution of a final contract.
- 2.17 PROVIDER'S RESPONSIBILITY**  
The Provider certifies that he/she has fully acquainted himself/herself with all conditions, limitations, restrictions, requirements, plans, specifications, and other information described in, or provided as part of, this RFQ. If Provider fails to meet said conditions, specifications, and requirements, Port may exclude its response from consideration or require Provider to correct any such failures at Provider's expense.
- 2.18 OWNERSHIP**  
All materials submitted as part of the response to this RFQ become the property of the Port and Port shall have the right to use any of the ideas presented therein. Selection or rejection of a response does not affect this right. Response materials are subject to disclosure pursuant to the Public Records Act (RCW 42.17).
- 2.19 PREPARATION COSTS**  
Port will not reimburse Provider 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.
- 2.20 PROPRIETARY MATERIAL**  
Provider 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).
- 2.21 PREVAILING WAGE**  
The Port is subject to Washington State Prevailing Wage requirements. Except where Provider is a one-person, owner-operated company, **Provider must pay prevailing wages and its response must state its intent to pay applicable prevailing wages** as determined by the Washington Dept. of Labor and Industry.
- 2.22 QUALIFICATIONS**  
Provider must be properly licensed to provide these services in the State of Washington, as required by law. Responses from Providers not properly licensed will not be considered.
- 2.23 RFQ COORDINATOR**  
Upon release of this RFQ, 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  
Margie Ziegler  
154 E Bingen Point Way Ste. A  
Bingen, WA 98605  
509-493-1655

**2.24 SALES TAX**

Port is located in unincorporated Klickitat County and subject to Washington State sales tax at the rate in effect for Klickitat County at the time of this RFQ. **If sales tax is applicable, the Port will calculate and pay to the Provider the appropriate sales tax based on the final Contract amount.**

**2.25 WITHDRAWAL**

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

**2.26 BASIS OF AWARD**

The Port intends to award the contract to the responsible, responsive Provider with the lowest combined quote for the sum of the Base Work and the Additive Work providing that total amount is within the Port's budget. If that sum is greater than the Port's budget then the award will be made to the responsible, responsive Provider with the lowest Base Work quote. However, to the extent permitted by law, the Port reserves the right to reject any or all responses and to waive any informality in the responses received when such rejection or waiver is in the best interests of the Port.

**2.27 CONTRACT ADJUSTMENT**

The Provider will be paid the Lump Sum amount(s) identified in their Quote unless the final areas differ by more than 10% from those identified. For deviations in the final areas greater than 10% the quote amount for the respective item will be prorated based on the identified area.

**3. RESPONSE**

Responses to this RFQ shall be marked, "Marina Parking Improvement" and addressed to: Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605. Responses must include, at minimum, the Proposal form contained in this RFQ. Responses received after the deadline described above will not be considered.

**QUOTE**  
2021-04 – Marina Parking Improvement

\_\_\_\_\_  
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 2021-04 – Marina Parking Improvement Request for Quote (RFQ) and all requirements, drawings, conditions, or other information provided, understands the obligations described therein, and has determined all situations affecting the goods and services it is offering.

The undersigned proposes and agrees, if its proposal is accepted, to provide all goods and services described in the 2021-04 – Marina Parking Improvement Request for Quote (RFQ), at its own expense, according to the requirements, conditions, and instructions set forth therein, to furnish the goods and services within the time stated, to pay prevailing wages as may be required by Washington State law, and to complete the work for the following amount (excluding state and local retail sales tax):

Additive Work items:

Cold mill, excavate, haul, place, grade and compact additional material from north end of Marina Park

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Deductive Work items:

NONE

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

This work under the contract shall be fully completed by the date of completion declared in this quote for the total amount of:

Base Work:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Total Base Work plus Additive Work (if specified above)

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Total Base Work less Deductive Work (if specified above)

Not Applicable\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

State Sales Tax: The above amounts **do not** include state or local retail sales tax.

WA State Sales Tax will be calculated by the Port and paid to the Provider based on the final Contract amount at the current rate of 7%.

The work under this Contract shall be fully completed no later than **January 28, 2022** for the quote amount(s) stated above. Time is of the essence in completing this project on or before the stated completion time and will be an important consideration in the final award of this contract.

\_\_\_\_\_  
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.

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**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 XXth day of December, 2021, by the between Klickitat County Port District No. 1, a Washington municipal corporation (hereinafter "Port"), and XYZ Contractor, Inc, a Washington Corporation (hereinafter "Contractor"), is effective December XX, 2021.

**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 (if applicable).

Contractor agrees to perform the 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 payments upon request for payment by the Contractor and in accordance with the provisions of the contract documents.

All conditions set forth in the 2021-04 – Marina Parking Improvement 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**

**XYZ Contractor, Inc**

\_\_\_\_\_  
Name: Margie Ziegler  
Title: Executive Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_