



Klickitat County Port District No. 1

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

Request for Quote

BP Lot 31 Rock Removal

Submission Deadline

July 26, 2012 at 4:00 P.M. PPT

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Request for Quote

BP Lot 31 Rock Removal

1. INTRODUCTION

1.1 SUMMARY

The Port of Klickitat seeks quotes from experienced and qualified contractors to fragment approximately two dozen large boulders near its office at Bingen Point and to transport and dispose of said fragments approximately 1,000 feet west of their existing location.

1.2 LOCATION

Port of Klickitat office at 154 E Bingen Point Way; Bingen, WA 98605.

1.3 MINORITY OPPORTUNITY

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

2. SPECIFICATIONS

The method of fragmentation shall be at the discretion of the Provider. Upon completion of the work, no piece of fragmented rock shall exceed 36" in diameter. Contractor shall transport all fragmented rock approximately 1,000 feet east of its current location and dispose of said rock by placing alongside existing stockpiled rock.

3. SPECIAL PROVISIONS

Provider shall take into account the following special provisions/circumstances.

- a. Coordinate with Port to close adjacent roads and parking areas during work periods.
- b. Insure debris does not enter Bingen Harbor.
- c. Insure work does not damage adjacent underground utilities (water, sewer, gas).

4. TERMS AND CONDITIONS

4.1 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.

4.2 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.

4.3 CANCELLATION

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

4.4 CHANGES

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

4.5 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.

4.6 CONTACT

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

4.7 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.

4.8 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.

4.9 DEADLINE

Responses to this RFQ must be received by 4:00 P.M. PPT on July 26, 2012. Responses received after that time will be rejected.

4.10 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.

4.11 ERRORS

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

4.12 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.

4.13 INSPECTION

Provider may (and is encouraged) to inspect the existing equipment and facilities before submitting a quote. Appointments may be made by contacting the Port's Maintenance Technician, Terry Wroe, at 509-493-1655 to schedule an appointment.

4.14 IRREGULARITIES

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

4.15 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.

4.16 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.

4.17 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).

4.18 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.

4.19 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).

4.20 QUALIFICATIONS

The 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.

4.21 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
Marc Thornsbury
154 E Bingen Point Way Ste. A
Bingen, WA 98605
509-493-1655

4.22 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.

5. RESPONSE

Responses to this RFQ shall be addressed to: Port of Klickitat; 154 E Bingen Point Way Ste. A Bingen, WA 98605 and marked, "BP Lot 31 Rock Removal". Responses received after the deadline described herein will not be considered.

RFQ - BP Lot 31 Rock Removal

Crestline Construction Company, LLC

3500 Crates Way

The Dalles, OR

Contact: Yani Vaivoda

Phone: 541-506-4000

Fax 541-506-4001

Submitted to: Marc Thornsbury
Company Name Port of Klickitat
Address 154 E Bingen Point Way Ste. A
Bingen, WA 98605
Phone 509.493.1655

Project Name: BP Lot 31 Rock Removal

Scope of work as defined in attached RFQ

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	ROCK SIZING & RELOCATION	1.00	LS	3,200.00	3,200.00
GRAND TOTAL					\$3,200.00

Contract

THIS AGREEMENT, made and entered into this 3rd day of August, 2012, by the between **Klickitat County Port District No. 1**, a Washington municipal corporation (hereinafter "**Port**"), and **Crestline Construction Company**, an Oregon corporation (hereinafter "**Contractor**").

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 Request for Quote and any addenda including Contractor's proposal, specifications, plans, and any 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 Proposal, plus Washington State Sales Tax.

Contractor agrees to complete the Work within **thirty (30) days** from date of this Contract. Port will make a single payment to the Contractor upon satisfactory completion of the work. No progress payments will be made under this Contract.

Contractor shall obtain and/or maintain all insurance as required in the Request for Quote. All provisions and requirements of the laws of the State of Washington pertaining to political subdivisions and applicable hereto, including those listed in the Request for Quote, 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.

The hourly minimum wage paid to all workmen, laborers, or mechanics in the performance of this Contract shall not be less than the prevailing wage rate as provided in Chapter 39.12 RCW. The Contractor is responsible for obtaining the current prevailing wage for the area where this Contract will be performed from the Wash. Department of Labor and Industries. The Contractor may obtain the correct prevailing wage rates at the following website: www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/

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

Contractor's Proposal, submitted in answer to the "Request for Quote" published by the Port District on July 18, 2012, and the aforesaid Request for Quote shall be and are included as part of this Contract.

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.

EXECUTED this 3rd day of August, 2012.

KLICKITAT COUNTY PORT DISTRICT NO. 1:

By:  _____

Marc Thornsby

Executive Director

Dated: 8-13-2012

CRESTLINE CONSTRUCTION COMPANY, LLC:

By:  _____

Name: ERIK KERR

Title: MANAGER

Dated: 8-13-2012