

Klickitat County Port District No. 1

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

Request for Quote

2014-03 DIP Lot 5 Fire Line Removal

Submission Deadline February 18, 2014 at 5:00 P.M. PPT

Table of Contents

3.

| 1. | Introduction | | |
|----|--------------|-------------------------|----|
| | 1.1 | Scope of Work | .1 |
| | 1.2 | Location | |
| | 1.3 | Special Provisions | .1 |
| | 1.4 | Additional Information | |
| 2. | Term | rms and Conditions | |
| | 2.1 | Ambiguity | 2 |
| | 2.2 | Assignment | |
| | 2.3 | Cancellation | |
| | 2.4 | Changes | |
| | 2.5 | Competitive Procurement | |
| | 2.6 | Contact | |
| | 2.7 | Contingency Fees | 2 |
| | 2.8 | Corrections | |
| | 2.9 | Deadline | |
| | 2.10 | Delays | 2 |
| | 2.11 | Errors | |
| | | | |

| 2.12 Gratuity/Kickback Prohibition | | | |
|------------------------------------|--|--|--|
| 2.13 Inspection | | | |
| 2.14 Irregularities | | | |
| 2.15 Minority Opportunity | | | |
| 2.16 Obligation | | | |
| 2.17 Provider's Responsibility | | | |
| 2.18 Ownership | | | |
| 2.19 Preparation Costs | | | |
| 2.20 Proprietary Material | | | |
| 2.21 Prevailing Wage | | | |
| 2.21.1 Current Rates | | | |
| 2.21.2 Disputes4 | | | |
| 2.21.3 Statement of Intent4 | | | |
| 2.22 Qualifications4 | | | |
| 2.23 RFQ Coordinator4 | | | |
| 2.24 Sales Tax4 | | | |
| 2.25 Withdrawal4 | | | |
| Response4 | | | |

Klickitat County Port District No. 1 **Request for Quote**

2014-03 – DIP Lot 5 Fire Line Removal

1. INTRODUCTION

1.1 SCOPE OF WORK

The Port of Klickitat seeks quotes from experienced, qualified, and properly licensed contractors to: a) remove and properly dispose of approximately 282 lineal feet of 12 inch asbestos cement pipe; b) remove and replace existing tee, reducer, and 10 lineal feet of 12 inch asbestos cement pipe; and c) relocate existing fire hydrant.

1.2 LOCATION

Along the north side of the building at 101 Parallel Ave. in the Dallesport Industrial Park (Port of Klickitat); Dallesport, WA 98617.

1.3 SPECIAL PROVISIONS

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

- a. Provider must remove the asbestos cement pipe in accordance with Chapter 296-65 WAC.
- Provider or subprovider performing the asbestos cement pipe removal must hold an Asbestos Contractor's Certificate pursuant to WAC 296-65-017 and provide a copy of same to Port at the time the contract is executed.
- c. Provider must file a "Notice of Asbestos Abatement Project" with the Washington Dept. of Labor & Industries (see www.lni.wa.gov/Safety/Topics/AtoZ/Asbestos/ProjectForm.asp).
- d. Hydrant installation must conform to AWWA C600 specifications and the attached "Standard Detail #101; Fire Hydrant and Gate Valve Installation" specifications shown below.
- e. Hydrant must be plumb, have thirty-six inches (36") of unobstructed radius around the hydrant, have no less than eighteen inches (18") between finish grade and the center of the lowest outlet, and be oriented so the pumper port facing Parallel Avenue. See the "Standard Detail #101; Fire Hydrant and Gate Valve Installation" specifications shown below.
- f. Provider shall procure and conform to all construction permits required by the county and owner shall pay all project permit costs. Provider shall give Port 48 hours notice prior to requiring payment for permits.
- g. All non-metallic water piping shall have an electrically conductive insulated 14 gauge copper tracer wire the full length of the installed pipe using blue wire for water. Tracer wire shall be extended up into all valve boxes and Provider shall use waterproof fittings at all connections. Provider shall connect new tracer wire to existing tracer wire at location of existing ten inch (10") valve.
- h. All water mains shall be PVC C900-DR18. All fittings, 4 inches through 24 inches in diameter, shall be ductile iron in conformance with AWWA C-153 or C-110. The minimum working pressure for all MJ cast iron or ductile iron fittings shall be 350psi for MJ fittings and 250psi for FL fittings.
- i. Port will provide six inch (6") gate valve for hydrant installation.
- j. Provider shall supply all necessary equipment and materials required to disinfect and flush waterlines. Provider shall leave trenches to permit visual inspection for leaks by Port.
- k. Work shall be performed in a manner designed to minimize the interruption of water service to buildings supplied from existing mains. In no case shall service be interrupted for more than six (6) hours in any one day. Provider shall notify all affected businesses a minimum of two business days in advance of any interruption of service.
- I. Removed reducer, ten inch (10") valve, tee, and six inch (6") valve shall be returned to Port.
- m. All items necessary to complete the work and not otherwise described as being provided by Port shall be the responsibility of Provider.
- n. All work shall be in conformance with AWWA and WSDOT standards.

1.4 Additional Information

Provider should consider the following information.

- a. The asbestos cement pipe begins approximately eight feet (8') from the north side of the building and runs roughly north and east to the western edge of Parallel Avenue (as illustrated in the image shown below).
- b. The depth of the pipe is estimated at five feet (5').
- c. Pipe diameter is twelve inches (12").
- d. The new location of the hydrant will be identified by survey marker and the hydrant will serve as the new terminus of the lateral.
- e. Additional asbestos information is available at: www.lni.wa.gov/TradesLicensing/LicensingReg/Asbestos.

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 correct errors in, or provide additional information regarding, this RFQ. Port may alter the scope of work via Addendum (before bid award) or via Change Order (after bid award)

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 **C**ONTACT

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 by 5:00 P.M. PPT on February 18, 2014. 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 Port's Maintenance Supervisor, Josh Mead, 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

This contract involves "Public Work" as defined in Subsection 39.04.010(4) RCW. The hourly minimum rate of wage rate to be paid to all workmen, laborers, or mechanics in each trade or occupation required to be employed in the performance of any part of this Contract by either the Contractor, sub-contractor, or other person doing or contracting to do the whole or part of the Work contemplated by the Contractor shall not be less than the prevailing wage rate, all as provided in Chapter 39.12 RCW, as amended.

2.21.1 CURRENT RATES

Before submitting its bid, the Contractor shall obtain the prevailing wage rates for Klickitat County effective February 10, 2014. This information may be obtained from the Washington Dept. of Labor and Industries web site at

www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp or by requesting a printed copy of the wage rates from the Port. The Contractor may also view the wage rates at the Port Office. The Contractor is advised to obtain and review the "Prevailing Wage Law" booklet available from the Washington Dept. of Labor and Industries at www.lni.wa.gov/IPUB/700-032-000.pdf.

2.21.2 DISPUTES

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by Section 38.12.060 RCW as amended.

2.21.3 STATEMENT OF INTENT

On or before the date of commencement of work, the Contractor shall file a statement under oath with the Washington Dept. of Labor and Industries, a copy of which shall be provided to the Port, certifying the rate of hourly wage to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or Sub-contractor which shall be not less than the specified hourly minimum wage rate. Such affidavit, statement and any supplemental statements which may be necessary shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. The Contractor shall be responsible for paying all fees connected with obtaining the statement of prevailing wages and affidavits.

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 Marc Thornsbury 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. **Provider's response must show** applicable sales tax as a separate line item.

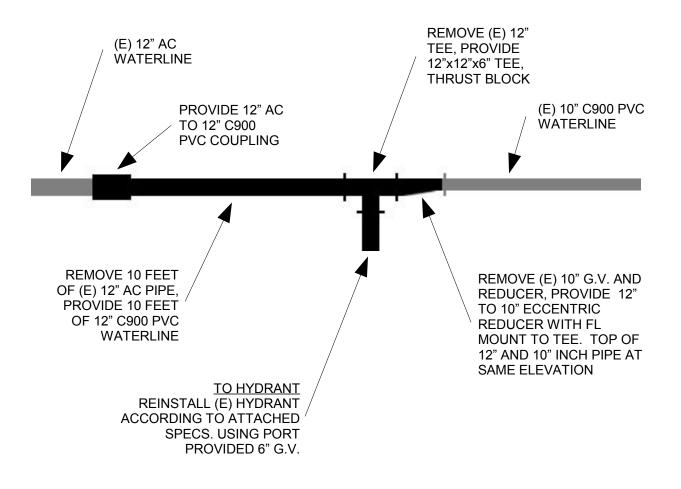
2.25 WITHDRAWAL

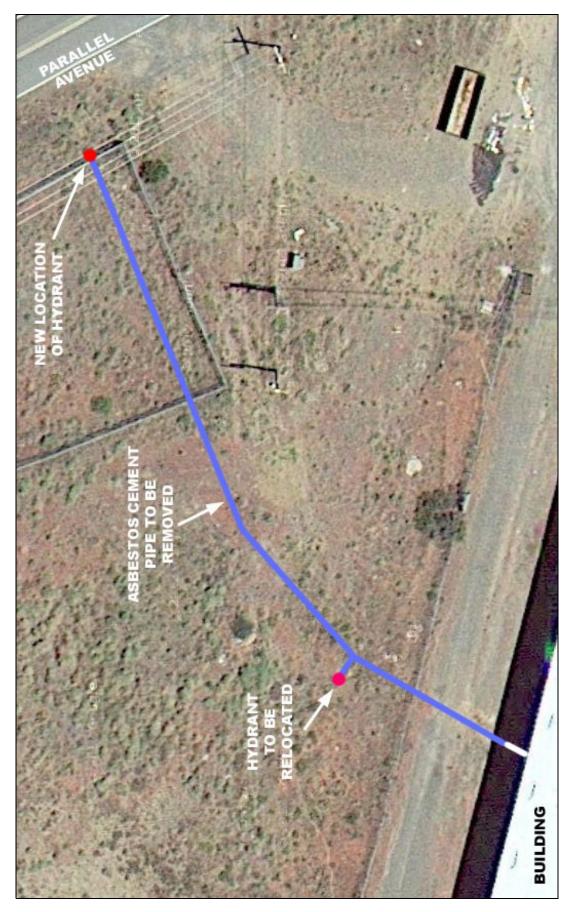
Provider may withdraw its response to this RFQ at any time up to the closing date and time. To withdraw its response, Provider must submit, to the RFQ Coordinator, a written request signed by an authorized representative of Provider. After its response has been withdrawn, Provider may submit a new response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

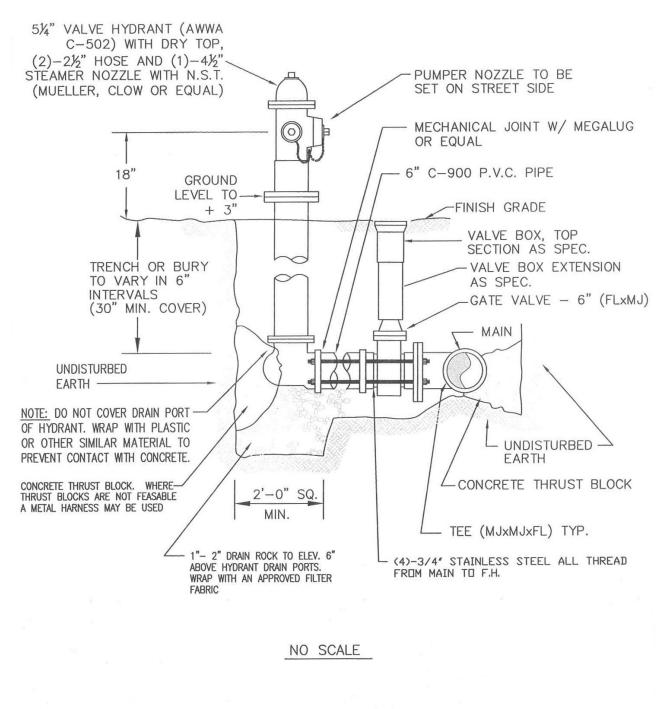
3. **Response**

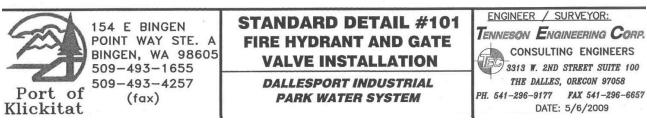
Responses to this RFQ shall be marked, "DIP Lot 5 Fire Line Removal" and addressed to: Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605. Responses must include, at minimum, the Proposal form contained in this RFQ. Responses received after the deadline described above will not be considered.

CONNECTION DETAIL









PROPOSAL 2014-03 – DIP Lot 5 Fire Line Removal

| NAME/COMPANY* | BUSINESS LICENSE NO. AND EXPIRATION DATE | |
|---|--|--|
| PHYSICAL ADDRESS | PHONE NO. | |
| CITY, STATE, ZIP | FAX NO. | |
| for Quote (RFQ) and any requirements, drawings | read the 2014-03 – DIP Lot 5 Fire Line Removal Request s, conditions, or other information provided, understands nined all situations affecting the goods and services it is | |
| | emoval RFQ, at his/her own expense, according to the ons of the Port of Klickitat, to furnish the goods and | |
| All work under the contract shall be fully complet amount (excluding state and local retail sales tax | ed by the date described in the RFQ for the following (): | |
| Total Proposed Cost: | Dollars (\$) | |
| Est. Sales Tax (7%): | Dollars (\$) | |
| | npleted within twenty-one (21) days from the date the unt stated above. Time is of the essence in completing | |
| AUTHORIZED OFFICIAL (PRINT) | TITLE OF AUTHORIZED OFFICIAL | |
| SIGNATURE OF AUTHORIZED OFFICIAL | DATE OF SUBMITTAL | |
| | s, and others "doing business as", give the firm name under proposal must be executed by a duly authorized official. For iness is transacted. | |
| | n Acknowledgment of the following addenda. Failure to acknowledge receipt ult in rejection of the proposal. | |
| Addendum No. Date of Receipt | Acknowledgment (signature) | |
| | | |
| | | |
| | | |

CONTRACT

THIS AGREEMENT is made and entered into this xxth day of February, 2014, by the between **Klickitat County Port District No. 1**, a municipal corporation (hereinafter "**Port**"), and **[provider]**, a [state] [form type] (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 (RFQ), including any addenda, Contractor's Proposal, 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 Proposal, plus Washington State Sales Tax.

Contractor agrees to fully complete the Work within **twenty-one (21) days** from the date of execution of this Contract. Time is of the essence in completing this project. Port will make a single payment to the Contractor upon satisfactory completion of the work. No progress payments will be made under this Contract.

All conditions set forth in the 2014-03 – DIP Lot 5 Fire Line Removal RFQ, Contractor's Proposal submitted in response to said RFQ, 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 RFQ.

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 RFQ, 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.

EXECUTED this xxth day of February, 2014.

| Klickitat County Port District No. 1: | [provider] |
|---------------------------------------|------------|
| Ву: | Ву: |
| Marc Thornsbury | Name: |
| Executive Director | Title: |