



**Klickitat County Port District No. 1**

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

**Contract Documents**

2016-02  
118 Columbia River Bldg Asphalt Repair

**Submission Deadline**

July 18, 2016 at 5:00pm PPT

## Table of Contents

<p><b>1. Introduction.....1</b></p> <p>1.1 Request for Quote.....1</p> <p>1.2 Scope of Work.....1</p> <p>1.3 Location.....1</p> <p>1.4 Additional Information.....1</p> <p><b>2. Instructions.....1</b></p> <p>2.1 Ambiguity.....1</p> <p>2.2 Cancellation.....1</p> <p>2.3 Changes.....1</p> <p>2.4 Contact.....1</p> <p>2.5 Contractor's Responsibility.....2</p> <p>2.6 Corrections.....2</p> <p>2.7 Deadline.....2</p> <p>2.8 Delays.....2</p> <p>2.9 Errors.....2</p> <p>2.10 Gratuity/Kickback Prohibition.....2</p> <p>2.11 Irregularities.....2</p> <p>2.12 Minority Opportunity.....2</p> <p>2.13 Pre-Bid Meeting.....2</p> <p>2.14 Preparation Costs.....2</p> <p>2.15 Proprietary Material.....2</p> <p>2.16 RFQ Coordinator.....3</p> <p>2.17 Sales Tax.....3</p> <p>2.18 Withdrawal.....3</p> <p><b>3. Terms and Conditions.....3</b></p> <p>3.1 Access.....3</p> <p>3.2 Auditing.....3</p> <p>3.3 Changes.....3</p> <p>3.4 Compliance with Laws.....3</p> <p>3.5 Conflicts of Interest.....3</p> <p>3.6 Contingency Fees.....3</p> <p>3.7 Costs and Disbursements.....4</p> <p>3.8 Damage.....4</p> <p>3.9 Disputes.....4</p> <p>3.9.1 Mediation.....4</p> <p>3.9.2 Action Filed.....4</p> <p>3.9.3 Attorney's Fees.....4</p> <p>3.10 Final Acceptance.....4</p> <p>3.11 Hazardous Substances.....4</p> <p>3.11.1 Definition.....4</p> <p>3.11.2 Indemnification.....5</p> <p>3.11.3 Regulatory Requirements.....5</p> <p>3.12 Indemnification.....5</p> <p>3.13 Insurance.....5</p> <p>3.13.1 Coverage.....5</p>	<p>3.13.2 Issuing Company.....5</p> <p>3.13.3 Proof of Insurance.....5</p> <p>3.14 Liquidated Damages.....5</p> <p>3.15 No Obligation.....6</p> <p>3.16 Non-discrimination.....6</p> <p>3.17 Non-waiver.....6</p> <p>3.18 Other Work.....6</p> <p>3.19 Ownership.....6</p> <p>3.20 Partial Invalidity.....6</p> <p>3.21 Payments.....6</p> <p>3.22 Period of Performance.....6</p> <p>3.22.1 Extension.....6</p> <p>3.22.2 Actual Work Period.....7</p> <p>3.23 Prevailing Wage.....7</p> <p>3.23.1 Current Rates.....7</p> <p>3.23.2 Disputes.....7</p> <p>3.23.3 Posting.....7</p> <p>3.23.4 Proof.....7</p> <p>3.23.5 Statement of Intent.....7</p> <p>3.24 Permits and Licenses.....7</p> <p>3.25 Publicity.....8</p> <p>3.26 Relationship of the Parties.....8</p> <p>3.27 Qualifications.....8</p> <p>3.28 Subcontracting.....8</p> <p>3.28.1 Limit.....8</p> <p>3.28.2 Responsibility.....8</p> <p>3.29 Termination.....8</p> <p>3.29.1 Failure to Perform.....8</p> <p>3.29.2 Government Convenience.....8</p> <p>3.29.3 Remedies.....8</p> <p>3.29.4 Procedure.....8</p> <p>3.30 Other Provisions.....8</p> <p>3.30.1 Captions and Construction.....8</p> <p>3.30.2 Entire Agreement.....9</p> <p>3.30.3 Force Majeure.....9</p> <p>3.30.4 Governing Law/Venue.....9</p> <p>3.30.5 Number; Gender; Permissive Versus Mandatory Usage.....9</p> <p>3.30.6 Time.....9</p> <p><b>4. Response Requirements.....9</b></p> <p><b>Exhibit A.....10</b></p> <p><b>Exhibit B.....11</b></p> <p><b>Quote.....12</b></p> <p><b>SAMPLE Contract.....13</b></p>
---	---

## Contract Documents

2016-02 – 118 Columbia River Bldg. Asphalt Repair

### 1. INTRODUCTION

#### 1.1 REQUEST FOR QUOTE

Klickitat County Port District No. 1 (hereinafter "Port") seeks quotes from experienced and qualified contractors to provide all services and equipment necessary to remove and replace 175 s.f. of asphalt pavement and base aggregate located on the north side of the Port-owned building at 118 E Columbia River Way; Bingen, Washington, in accordance with the plans, drawings, specifications, and/or scope of work set forth herein.

#### 1.2 SCOPE OF WORK

The quote submitted shall include all services and equipment necessary to remove and replace 175 s.f. of asphalt pavement and base aggregate including, but not limited to, the following:

- a. Coordinate with Port and One-Call to locate underground utilities.
- b. Saw cut, remove and dispose of 175 s.f. (~11.67 ft. x 15 ft.) of existing asphalt pavement.
- c. Excavate and dispose of aggregate/soil within a 10 ft. x 13 ft. area to a depth of 12 inches.
- d. Compact exposed subgrade.
- e. Furnish, place and compact 12 inches of WSDOT Crushed Surfacing Base Course (CSBC-- 1¼"-0 aggregate).
- f. Tack coat edges of existing asphalt pavement.
- g. Furnish, place and compact 3 inches of WSDOT Class ½" Hot Mix Asphalt (HMA).
- h. Tack coat and sand seal the resulting joint.

#### 1.3 LOCATION

North side of the Port-owned building located at 118 E Columbia River Way; Bingen, Washington.

#### 1.4 ADDITIONAL INFORMATION

- a. Contractor is responsible for providing all tools and equipment necessary to perform the work of the contract. Port will not provide any tools or equipment.
- b. The Port will suspend use of the overhead door near the repair area during the construction period. Once work begins, it must be completed within seven (7) calendar days.
- c. The repair area is within a tenant's fenced yard so construction must take place Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. The contractor is responsible to protect the public from the excavation and equipment.
- d. The Port will provide field compaction testing. Contractor must provide a minimum of 24-hours' notice and current laboratory test results of the CSBC and HMA materials.

### 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

Provider 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, plans, specifications, and other information described in, or provided as part of, this RFQ. If the Contractor fails to meet any of the conditions, specifications, 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 5:00 p.m. PPT on July 18, 2016. Responses received after that time will be rejected. A copy of the response may be submitted by electronic mail to [port@portofklickitat.com](mailto:port@portofklickitat.com) or by telefacsimile to 509-493-4257 in order to meet the deadline. However, the original hard copy must be subsequently provided to Port.

**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 5:00 p.m. PPT on July 18, 2016.

**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 is no pre-bid meeting. Questions may be submitted to [port@portofklickitat.com](mailto:port@portofklickitat.com) before 5:00 p.m. PPT on July 13, 2016. Please note that responses will be forwarded to all contractors having requested or received the RFQ.

**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 **SALES TAX**

The 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.**

## 2.18 **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 **ACCESS**

Contractor and all sub-contractors must complete a tenant Proprietary Information Agreement (aka Non-Disclosure Agreement) in advance of the start of work and shall not have access to the work site until said agreement is submitted and approved. Delays due to untimely submittal are the responsibility of the Contractor. Contractor shall insure all document signatories are an officer of their respective company officer or an individual with authority to bind their company. All employees of Contractor or any sub-contractors working on site shall be informed of the non-disclosure obligations of the agreement in advance of arriving on site. All work must be scheduled with the Port in advance.

### 3.2 **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.

### 3.3 **CHANGES**

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

### 3.4 **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.

### 3.5 **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.

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

### **3.7 COSTS AND DISBURSEMENTS**

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

### **3.8 DAMAGE**

If Contractor or its employees shall cause damage to Port's property, facilities, or systems, Contractor shall, at its own cost and expense, repair, or cause to be repaired by qualified subcontractors, all damaged property, facilities, or systems to their same condition prior to the damage caused by Contractor or its employees within ten (10) days of written notice by Port.

### **3.9 DISPUTES**

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

#### **3.9.1 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 Provider agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum.

#### **3.9.2 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.

#### **3.9.3 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.

### **3.10 FINAL ACCEPTANCE**

Final acceptance of the Work will be made only after all Work provided for in the contract has been completed and accepted by Port.

### **3.11 HAZARDOUS SUBSTANCES**

If the Scope of Work set forth herein includes the use of, or exposure to, hazardous substances, the provisions of this subsection set forth hereunder shall apply to Contractor.

#### **3.11.1 DEFINITION**

The term "Hazardous Substances", as used herein, shall mean any substance designated as, or containing components designated as, hazardous, extra hazardous, dangerous, toxic, or harmful and which are subject to environmental regulation by any local, state, or federal law, regulation, statute, or ordinance including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70.105D, all as amended and subject to all regulations

promulgated thereunder. Hazardous substances, for purposes of this Contract, shall not include any material excepted from the definition in the relevant regulations, including, for example, by reason of its small quantity or ordinary presence.

### **3.11.2 INDEMNIFICATION**

Contractor shall indemnify and hold Port harmless from any and all claims, demands, judgments, orders, or damages resulting from the use of Hazardous Substances by Contractor or its employees or the failure of Contractor to properly handle, store, recover, and dispose of Hazardous Substances as part of its performance of this Contract.

### **3.11.3 REGULATORY REQUIREMENTS**

Where the nature of the work performed by Contractor under this Contract shall involve Hazardous Substances, Contractor agrees to promptly, timely and completely comply with all local, state, and federal government regulations, including those identified in Section 3.10.1 ("Definition"), for reporting, handling, storing, recovering, or disposing of Hazardous Substances.

### **3.12 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.

### **3.13 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.

#### **3.13.1 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.

#### **3.13.2 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.

#### **3.13.3 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", Provider shall also deliver to Port an endorsement showing the policy number and name of the additional insured (ACORD forms not acceptable).

### **3.14 LIQUIDATED DAMAGES**

Except to the extent any delay is caused by events outside its control (excluding sub-contractors), if Contractor shall fail to complete the work within the period set forth herein,

Contractor shall be liable for liquidated damages in the amount of Two Hundred and Fifty Dollars (\$250) per full or partial calendar day until the work is complete and electrical service to the building is fully restored. The parties agree that quantifying losses arising from Contractor's delay in completing the work is inherently difficult insofar as such delay will impact the general operation of the associated building and further stipulate that the agreed upon sum is not a penalty, but a reasonable measure of damages given the nature of the losses that may result from delay. These liquidated damages are intended to cover losses suffered by Port in the event Contractor fails to meet the schedule for completion of the work. Liquidated damages shall not apply to any other form of damage or breach of contract.

**3.15 NO 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 Contractor resulting from this RFQ shall obligate Port in any way except through execution of the contract.

**3.16 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.

**3.17 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.

**3.18 OTHER WORK**

Port shall have the right to perform, or have performed, similar or such other work as it may desire while Provider is performing work. Provider 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.

**3.19 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).

**3.20 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.

**3.21 PAYMENTS**

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

**3.22 PERIOD OF PERFORMANCE**

Except as otherwise set forth herein or extended by written notice, all work under this Contract must be completed no later than August 19, 2016.

**3.22.1 EXTENSION**

Upon the mutual agreement of Port and Contractor, this contract may be extended.



### **3.22.2 ACTUAL WORK PERIOD**

Once work begins, the project must be completed within seven (7) calendar days.

### **3.23 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.

#### **3.23.1 CURRENT RATES**

Before submitting its bid, the Contractor shall obtain the prevailing wage rates for Klickitat County in effect on July 18, 2016. This information may be obtained from the Washington Dept. of Labor and Industries website at:

[www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp](http://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 available at:

[www.lni.wa.gov/IPUB/700-032-000.pdf](http://www.lni.wa.gov/IPUB/700-032-000.pdf).

#### **3.23.2 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.

#### **3.23.3 POSTING**

Contractor shall post its Statement of Intent to Pay Prevailing Wages in accordance with RCW 39.12.020.

#### **3.23.4 PROOF**

In accordance with RCW 39.12.040, Contractor shall provide Port a copy of its Statement of Intent to Pay Prevailing Wages before commencing Work and shall provide Port a copy of its Affidavit of Wages Paid no more than ten (10) business days after completion or termination of this Contract.

#### **3.23.5 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.

### **3.24 PERMITS AND LICENSES**

Contractor shall secure, at its own expense, all licenses and permits required to complete the Work described herein, if any.

### **3.25 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.

### **3.26 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.

### **3.27 QUALIFICATIONS**

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

### **3.28 SUBCONTRACTING**

No portion of the Scope of Work described herein may be assigned or subcontracted to a party other than Contractor except as described in Contractor's response and approved by Port in writing. Contractor shall ensure the provisions of this Contract are incorporated into its contracts with any subcontractors and shall, upon request, provide a copy of all such contracts, excluding financial information, to Port.

#### **3.28.1 LIMIT**

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.

#### **3.28.2 RESPONSIBILITY**

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.

### **3.29 TERMINATION**

#### **3.29.1 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.

#### **3.29.2 GOVERNMENT CONVENIENCE**

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

#### **3.29.3 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.

#### **3.29.4 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.

### **3.30 OTHER PROVISIONS**

#### **3.30.1 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.

**3.30.2 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.

**3.30.3 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.

**3.30.4 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.

**3.30.5 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.

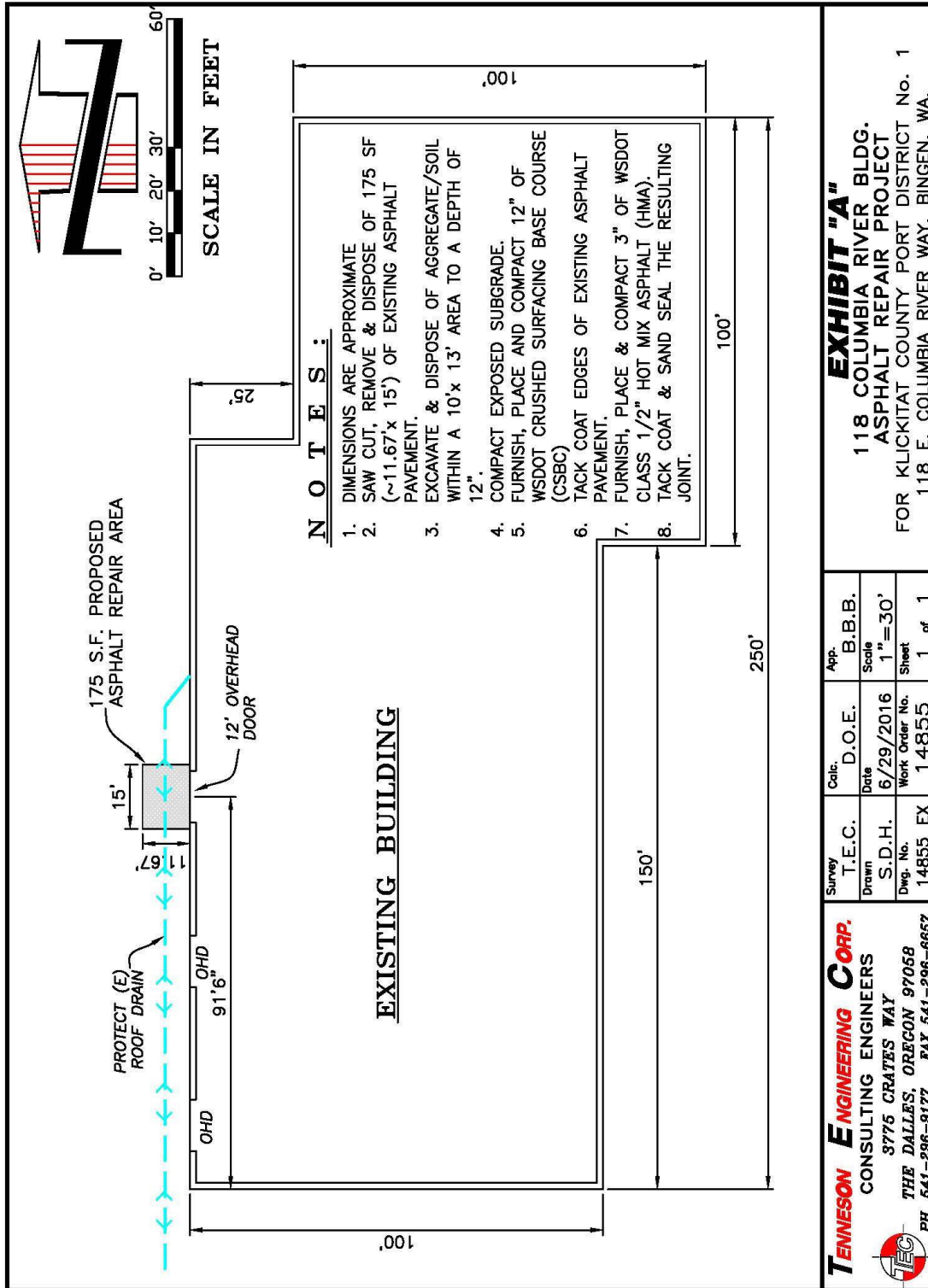
**3.30.6 TIME**

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, Contractor shall provide a description of said work and the name of that third party. Responses to this RFQ shall be marked, "118 Columbia River Bldg. Asphalt Repair" and addressed to: Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605.

**EXHIBIT A**  
Plan



**TENNESON ENGINEERING CORP.**  
CONSULTING ENGINEERS  
3775 CRAYTES WAY  
THE DALLES, OREGON 97058  
PH. 541-296-9177 FAX 541-296-6657

Survey	T.E.C.	Calc.	D.O.E.	App.	B.B.B.
Drawn	S.D.H.	Date	6/29/2016	Scale	1" = 30'
Dwg. No.	14855_EX	Work Order No.	14855	Sheet	1 of 1

**EXHIBIT "A"**  
118 COLUMBIA RIVER BLDG.  
ASPHALT REPAIR PROJECT  
FOR KLIKITAT COUNTY PORT DISTRICT No. 1  
118 E. COLUMBIA RIVER WAY, BINGEN, WA.

**EXHIBIT B**  
Area of Work



**QUOTE**

2016-02 – 118 Columbia River Bldg. Asphalt Repair

\_\_\_\_\_  
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 2016-02 – 118 Columbia River Bldg. Asphalt Repair Contract Documents and any 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 quote is accepted, to provide all goods and services described in the 2016-02 – 118 Columbia River Bldg. Asphalt Repair Contract Documents, at his/her own expense, according to the requirements, conditions, and instructions set forth therein, to furnish the goods and services within the time stated, and to complete the work for the following amount (excluding state and local retail sales tax):

Project Cost: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Est. Sales Tax (7%): \_\_\_\_\_ 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>
_____	_____	_____
_____	_____	_____

**SAMPLE CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of July, 2016, by the between **Klickitat County Port District No. 1**, a Washington municipal corporation (hereinafter "**Port**"), and [name of contractor], a [contractor's type of business entity] (hereinafter "**Contractor**"), is effective July \_\_\_\_, 2016.

**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 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 2016-02 – 118 Columbia River Bldg. Asphalt Repair 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**

**(name of contractor)**

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

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

Marc Thornsby

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

Executive Director

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