
Bid Documents

**PORT OF KINGSTON
WASHINGTON BOULEVARD PARK
PROJECT**

KITSAP COUNTY, WASHINGTON

February 14, 2018

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KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, SDAP

PART 1

BIDDING REQUIREMENTS

**INVITATION FOR BID
By the
PORT OF KINGSTON
For
Washington Boulevard Park**

The Port of Kingston is a public Port in the State of Washington located in Kitsap County.

The Port of Kingston's marina is located immediately west of the Washington State Ferry Kingston Terminal.

This project provides for creation of a new park in accordance with the project contract plans, contract provisions, and the standard specifications. The project will include removal of existing pavement and construction of new public park. All work shall be completed by September 30, 2018.

All Contractors may attend a pre-bid meeting at 2:00 PM PDT February 13, 2018. The pre-bid meeting will be held at the Port of Kingston, 25864 Washington Blvd, Kingston, WA 98346 in the Port office building. Contact Jim Pivarnik regarding the pre-bid meeting location at (360)-297-3545.

Bid documents will be available the 14th, February, 2018. Bid documents including plans and specifications are available on-line through www.portofkingston.org. Contact the Port at (360) 297-3545 if unable to access documents online. If printed plans are required they can be purchased for \$35 at the Port of Kingston administrative offices

Questions about the project shall be addressed to, Jim Pivarnik, Port of Kingston, P.O.Box 559, Kingston, WA 98346.

Sealed bids will be received at the Port's office at:

**PORT OF KINGSTON
ATTN: JIM PIVARNIK
P.O. BOX 559
KINGSTON, WA 98346
(360) 297-3545**

Questions requiring only clarification of instructions, drawings, or specification may be submitted verbally or in writing to the Port. All written or verbal questions are due no later than three (3) business days prior to the proposal due date below.

Bids will be received until
2:00 PM (PDT) – February 23, 2018

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. Certain additional terms used in the Bidding Documents have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1. Bidder - One who submits a Bid to the Port as distinct from a sub-bidder, who submits a Bid to a Bidder.
- 1.2. Engineer – Team 4 Engineering, 5819 NE Minder Rd. Poulsbo, WA 98370. Telephone: 360-297-5560.
- 1.3. Port – Port of Kingston, P.O. Box 559, Kingston, WA 98346. Telephone: 360-297-3545. FAX: 360-297-2945.
- 1.4. Bid Documents – The Bid Documents include the Invitation for Bid, Instructions to Bidders, Bid Form, Statement of Bidder’s Qualifications, References Form, Affidavit Form, Contract Agreement Form, Performance Bond, Labor and Materials Payment Bond, Technical Specifications, Plans, Appendix A.
- 1.5. Alternate Bid - The sum stated in the Bid offered by the Bidder to be added to or deducted from the Base Bid for Work described as a change in the project. An Alternate may change price, time, scope, materials, or methods of construction.
- 1.6. Base Bid - The sum stated in the Bid offered by the Bidder to perform the Work described as the base, to which Work may be added to or deducted from based upon the sum(s) of Alternate or Alternative bids accepted by the Port.
- 1.7. Bidding Documents - Bidding Documents include references therein, namely the Advertisement, Instruction to Bidders, Bid form, Sample forms, supplemental forms and the proposed Contract Documents including Addenda, if any, issued prior to the time specified for opening of the Bids.
- 1.8. Substitutions - The product, equipment, material, or method proposed by a Bidder or Contractor to be incorporated into this project in place of that specified. Substitutions are not Alternative Bids. Substitutions shall not be considered prior to award.

2. BIDDING DOCUMENTS

- 2.1. Complete sets of Bidding Documents must be used in preparing Bids. Neither the Port nor the Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of the Bidding Documents.
- 2.2. The Bidding Documents made available on the above terms are only for the purpose of obtaining Bids for the Work and shall not be used for any other purpose.

3. SPECIFICATION FORMAT DIFFERENCES

- 3.1. Specification Sections may have different formats. The Bidder shall make no special interpretation or inference of intent from different formats of different Specification Sections.

4. QUALIFICATIONS OF BIDDER

- 4.1. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within 5 days after Bid opening and upon the Port's written request evidence, such as financial data, previous experience, present commitments, and other such data as may be called for below. Each Bid must contain evidence of the Bidder's qualification to do business in the State of Washington. The Port reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Port that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein.
- 4.2. The Bidder must be familiar with all Federal, State and local laws, including RCW 18.27 Registration of Contractors, ordinances and regulations which in any manner might affect those engaged or employed in the Work, the materials, equipment or procedures used in the Work, or which in any other way would affect the conduct of the Work. It is assumed the Bidder is familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.
- 4.3. The Bidder must be registered and licensed as may be required by the laws of the State of Washington at the time Bids are publicly opened.
- 4.4. Special qualification questionnaires, if any, shall be submitted as requested.

5. LEGAL REQUIREMENTS FOR BIDDERS

- 5.1. All Bidders, including general contractors and specialty contractors, shall be in compliance with all applicable laws and regulations of the State of Washington.

6. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 6.1. It is each Bidder's responsibility, before submitting a Bid, to:
 - 6.1.1. Examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "Technical Data" referred to below.)
 - 6.1.2. Inspect the Site to become familiar with and satisfy the Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or

- furnishing of the Work. Interested parties shall contact the Port prior to visiting the site to make appropriate arrangements.
- 6.1.3. Consider Federal, State, and Local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.
 - 6.1.4. Study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and such other related data.
 - 6.1.5. Promptly notify the Engineer of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents.
- 6.2. Reference is made to the General Conditions for identification of:
- 6.2.1. Those reports, if any, of explorations and tests of subsurface conditions at the Site which have been utilized by the Engineer in preparation of the Contract Documents.
 - 6.2.2. Those drawings, if any, of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site which have been utilized by the Engineer in preparation of the Contract Documents.
- 6.3. Provisions concerning responsibilities for the adequacy of data furnished to the prospective Bidders on subsurface condition, other physical conditions and underground facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in the General Conditions.
- 6.4. Before submitting a Bid, each Bidder will be responsible to make or obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise and which may affect cost, progress, performance, or furnishings of the Work and which the Bidder deems necessary to determine its Bid.
- 6.5. On request, the Port will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. The Bidder shall fill all holes, clean-up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 6.6. Reference is made to the General Requirements for identification of the general nature of work that is to be performed at the Site by the Port or others and that relates to the Work for which a Bid is to be submitted.
- 6.7. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying the specific means, methods, techniques, sequences,

or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents; that the Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder; and that the Bidding Documents are generally sufficient to indicate and convey understanding of all the Terms and Conditions for performing and furnishing the Work and for preparing the Bid.

7. INTERPRETATIONS AND ADDENDA

- 7.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Port. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda and available to all bidders at www.portofkingston.org . Questions received less than 2 calendar days prior to the date for opening of the Bids may not be answered. Only questions answered by the Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Port or Engineer.

8. CONTRACT TIMES

- 8.1. The work shall be conducted in accordance with the contract documents and shall be completed by September 1, 2018.

9. LIQUIDATED DAMAGES

- 9.1 Provisions for liquidated damages are set forth in the Contract Agreement Section 17.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 10.1. The Bidder shall submit with its Bid a list of all such subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, person, or organization.
- 10.2. If the successful Bidder declines to make a substitution of subcontractor, supplier, person, or organization acceptable to the Port, then the Port may award the contract to another Bidder that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Any subcontractor, supplier, other person, or organization listed and to whom the Port or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the Port and Engineer subject to revocation of such as provided in the Contract Documents.

11. BID FORM

- 11.1. The Bid Form and other attachments are included with the Bidding Documents.
- 11.2. All blanks on the Bid Form must be completed by typing or printing with black ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms.
- 11.3. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign) and attested by the Secretary or Assistant Secretary. The corporate address and state of incorporation must be shown above the signature.
- 11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear on the line with the signature.
- 11.5. All names must be typed or printed on the line with the signature.
- 11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7. The address and telephone number for communications regarding the Bid must be shown.
- 11.8. All engineering redesign to facilitate an “or-equal” proposed by the Bidder and accepted by the Port shall be done by the Engineer. No manufacturer, supplier or subcontractor will be accepted for these items other than those specifically listed by name.

12. SUBMISSION OF BIDS

- 12.1. Bid Form and attachments may be photocopied for submission of the Bids.
- 12.2. Submit Bids not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid and this Section. Enclose Bids in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed below.
- 12.3. Only one Bid from any individual, firm, partnership, or corporation, under the same or different name, will be considered. Should it appear to the Port that any Bidder is

interested in more than one Bid for work contemplated, all Bids in which such Bidder is interested may be rejected at the Port's discretion.

- 12.4. All bids submitted for this project shall include the following documents for the bid to not be disqualified:
- **Bid Form** - Signed and indicating receipt of any Addenda
 - **Statement of Bidders Qualifications** – Include descriptions of any subcontractors performing work in excess of 10% of the bid amount. Include name and location of proposed stone source(s).
 - **References Form**
 - **Bid/Security Bond**
 - **Affidavit Form**
- 12.5. A bid shall be submitted no later than the times outlined and shall be submitted to the location shown on the Invitation for Bid and Bid Forms.

13. MODIFICATION AND WITHDRAWL OF BIDS

- 13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with the Port and promptly thereafter demonstrates to the reasonable satisfaction of the Port that there was a material and substantial mistake in the preparation of its bid, that the Bidder may withdraw its bid. Thereafter, that the Bidder will be disqualified from further consideration on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

- 14.1. Bids will be opened on February 23, 2018 at 2:05 p.m. PDT in the Port Office, and unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to the Bidders within 7 business days after the bid opening.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.1. All Bids will remain subject to acceptance for 90 calendar days after the date of the Bid Opening, but the Port may, in its sole discretion, release any Bid.

16. BASIS OF AWARD; AWARD OF CONTRACT

- 16.1. If the contract is to be awarded, the Port will give the successful Bidder a Notice of Award within 14 calendar days after the day of the Bid opening.
- 16.2. An award of a contract is contingent upon receipt of all applicable construction permits.
- 16.3. The Port reserves its right to reject any or all Bids, including without limitation the rights to reject any or all non-conforming, non-responsive, unbalanced or conditional Bids, and to reject the Bid of any Bidder if the Port believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Port. The Port also reserves the right to waive all informalities or technical defects. Discrepancies in the quantity multiplied by unit price and the extended total amount will be resolved in favor of the quantity multiplied by unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 16.4. In evaluating Bids, the Port will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.5. Port may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work for which the identity was required. The Port also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.
- 16.6. The Port may conduct such investigations as it deems necessary to assist in the Bid evaluation and to establish responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to execute work in accordance with the Contract Documents to the Port's satisfaction within the prescribed time.
- 16.7. If, at the time this contract is to be awarded, the total of the acceptable Bid exceeds the funds then estimated by the Port as available, the Port may reject all Bids or take such other action as best serves the Port's interests.

- 16.8. If the Contract is to be awarded, it will be awarded to the Bidder whose evaluation by the Port indicates that the award will be in the best interests of the Port.
- 16.9. In the event of failure of the successful Bidder to sign the Agreement and provide an acceptable Performance and Payment Bond(s), Insurance Certificate(s), and other required documents, the Port may award the contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 90 days after the opening of Bids.

17. EXECUTION OF AGREEMENT

- 17.1. When Port gives a Notice of Award to the successful Bidder, it will be accompanied by unsigned copies of the Agreement and other appropriate documents. Within 10 days thereafter, the Successful Bidder shall sign and deliver the copies of the Agreement and attached documents to Port with the required Bonds. Within 10 days thereafter, Port shall deliver one fully executed copy to the Successful Bidder.

18. SALES TAX

- 18.1 Retail sales tax to be collected from the Port on the Contract Price shall be stated separately in the spaces provided, as applicable, and shall not be included in the amount Bid for Lump Sum Work or Unit Price Work state in the Bid. The amount of retail sales tax stated will not be considered as a competitive bid item and will not be included in determining the successful Bidder and will be considered to be an estimate only.
- 18.2 All other Federal, State, Local or other taxes as required by Federal, State or Local laws shall be included in the amount Bid for Lump Sum Work or Unit Price or other prices stated in the Bid.

19. RETAINAGE

- 19.1 The Port shall retain five (5) percent of the amount of each progress payment until 30 days after Final Acceptance and receipt of all documents required by these Contract Documents and by law including a Washington State Department of Labor and Industries certification of prevailing wage payment.

20. PREBID CONFERENCE

- 20.1 A pre-bid conference for this project will be held at the Port of Kingston office on February 13, 2018. The bidders are encouraged to visit the project site prior to submitting a bid to observe and review the site conditions.

21. FINANCIAL STATEMENT AND EXPERIENCE RECORD

21.1 The Bidder will, upon request by the Port, furnish such information and data as Port may request to determine ability of the Bidder to perform the work, including, without limitation, a list of all jobs completed in the last 24 months giving name of Port, amount of Contract, description of the job, and name of Port's representative who is familiar with the work performed by the Bidder.

22. PROTESTS

22.1 Purpose: To provide a prompt, fair and equitable administrative remedy to all Bidders and Prospective Bidders regarding alleged substantive errors or omissions in the bidding documents or regarding the decision by the Contracting Agency to award the Contract.

22.2 Timing: Any actual or prospective Bidder showing a substantial economic interest in this Contract, who is aggrieved by either the solicitation or award of this Contract, may PROTEST to the Contracting Agency, only in accordance with the procedures set forth below.

A. Protests Based on the Form or Content of the Bidding Documents: Any Protest based on the form or content of the bidding documents, which is or should have been apparent prior to the date established for submittal of Bids, must be clearly labeled on the transmittal envelope as a "Protest" and filed as soon as practicable at the Port of Kingston, Attention: Jim Pivarnik. No protest based on the form or content of the bidding documents will be considered if received by the Contracting Agency later than five (5) calendar days prior to the specified bid submittal date.

B. Other Protests: Protests based on any other circumstances must be received by the Port of Kingston, Attention: Jim Pivarnik in a transmittal envelope, clearly marked "Bid Protest", within two (2) business days after the aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all Bids are rejected or if the protest is received after award of the Contract.

22.3 Contents of Protest: To be considered, a Protest shall be in writing and shall include: (1) the name, street address, fax number and email address of the aggrieved party; (2) the contract title and number under which the Protest is submitted; (3) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested. In addition, in the event the protesting party asserts its responsibility as a contractor as a ground for Protest, it must address in detail each of the matters addressed in RCW 43.19.1911(9).

23. BID/SECURITY BOND

- 23.1 Each bid must be accompanied by Bid security made payable to the 'Port of Kingston' in an amount of 5 percent of Bidder's maximum Bid price. Acceptable forms of bid bonds are limited to; cashier's check, certificate check, or irrevocable letter of credit issued by a financial institution subject to the laws of the State of Washington; a surety or blanket bond from a company chartered or authorized to do business in the State of Washington and United States Treasury listed; A United States Treasury Board; or certificate of deposit. **BID WILL BE REJECTED IF BID BOND IS NOT FURNISHED IN THE FORM SPECIFIED AND BY THE TIME SET FOR THE BID OPENING.**
- 23.2 The bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required Performance and Payment Bond (s), certificates of insurance, and met the other conditions of the Bidding Documents. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Bond(s) and certificates of insurance within 10 calendar days after Notice of Award, the Port of Kingston may annul the award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom the Port of Kingston believes to have a reasonable chance of receiving the award may be retained by the Port of Kingston until either the earlier of the 10th day after the execution of the Agreement by the Successful Bidder or the rejection of all Bids by the Port of Kingston. Bid security submitted with Bids which are not competitive will be returned within 15 days after the Bid opening.

END OF INSTRUCTIONS TO BIDDERS

PORT OF KINGSTON – Washing Boulevard
Park Kingston, Washington

BID FORM

PROPOSAL

Proposal of _____, (hereinafter called "Bidder") organized and existing under the State of Washington and doing business as * _____, to the Port of Kingston (hereinafter called "Port").

In compliance with your Call for Bids dated January 25, 2018, Bidder hereby proposes to furnish all materials and equipment and to perform all work for the Port, in strict accordance with the Technical Specifications, Drawings and Contract Documents at the prices stated below.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid, each party thereto certifies as to their own organization, that this Bid has been received independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before date to be specified in the Notice to Proceed and to fully complete the project within the time specified below.

Bidder acknowledges receipt of the following ADDENDA:

Bidder has carefully examined the General Conditions, Special Conditions, Technical Specifications, and Construction Drawings.

Bidder agrees to perform all work described in the CONTRACT DOCUMENTS for the following ***Lump Sum Prices***:

**insert "a corporation", "a partnership", or "an individual" as applicable.*

**LUMP SUM PRICES
BID SCHEDULE**

LUMP SUM BID AMOUNT	\$

State & Local Sales Tax (9% est.)	\$
GRAND TOTAL (including all taxes)	\$

Alternate #1 (removal of 5 rain gardens)

LUMP SUM BID for existing plans minus 5 rain gardes as shown on plans,
to include vegetation and sprinkler system for rain gardens

LUMP SUM BID (ALTERNATE 1)	\$

State & Local Sales Tax (9% est.)	\$
GRAND TOTAL (including all taxes)	\$

Having carefully examined the contract documents titled Port of Kingston Washington Boulevard Park Project, as well as the site of the project and conditions affecting the work, the undersigned proposes to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above documents and the implied intent thereof, for the following:

NOTES:

1. The Port reserves the right to increase or decrease the unit priced quantities by 25 percent at the stated unit price.
2. Bidder understands that no work can be conducted on weekends or on nationally recognized holidays unless otherwise agreed upon in writing by the Port. Bidder agrees to complete all in-water (below ordinary high water) work and be substantially completed by September 1, 2018. Bidder understands that failure to complete work within that time period will subject Bidder to liquidated damages.

3. Bidder shall submit with bid a list and description of subcontractors, including company name, work item description and amount of work to be performed, for any subcontractor who will be responsible for performing in excess of ten (10) percent of the total amount bid.
4. All costs for developing bids will be borne by each bidder. The Port is not responsible for any compensation for costs incurred as a result of compiling a bid.
5. Bid Proposals are due as outlined in the Bid Advertisement and shall be submitted to the following location at the Port's office:

Port of Kingston
Attn: Jim Pivarnik
P.O. Box 559
Kingston, WA 98346

SUBMITTED BY:

Company Bidding: _____

Name of Bidder: _____

Address of Bidder: _____

State of Incorporation: _____

WA Contractor Registration #: _____

Dated at: _____ this _____ day of _____, 2018.

Signature of Authorized Agent: _____

Title: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. The statement must be notarized. If necessary, may be answered on separate attached sheets. Bidders may submit any additional information Bidder desires.

Name of Bidder: _____ Date Organized: _____

Address: _____ Date Incorporated: _____

Number of years in contracting business under present name _____

Contracts on Hand:

Contract	Amount \$	Completion Date

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

List the dredging and/or dredged material disposal projects most recently completed by your firm (include projects of similar importance):

Project	Amount \$	Mo. /Yr. Completed

Major equipment available for this contract:

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any and all information requested by the _____ for verification of the recitals comprising this Statement of Bidders Qualifications.

Executed this _____ day of _____, 20_____.

By: (signature) _____ Title: _____

(Print name) _____

REFERENCES FORM

Please list three (3) references of current customers who can verify the quality of service your company provides. Provide at least one reference for bank stabilization related work. The Port of Kingston prefers customers of similar size and/or scope of work to this Bid.

THIS FORM MUST BE RETURNED WITH YOUR BID

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work _____

STATE OF WASHINGTON
COUNTY OF KITSAP

THIS FORM MUST BE RETURNED WITH YOUR BID

AFFIDAVIT FORM

The undersigned certifies that the prices contained in this Bid have been carefully checked and are submitted as correct and final and if the Bid is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared

_____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing Bid submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder. The Bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned or by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

Name and Address of Bidder:

Telephone number _____

Fax number _____

Name: _____

Title: _____

Signature: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 2014.

Notary Public in and for County _____ State _____

PART 2

CONTRACT FORMS

SECTION SIXTEEN DEFAULT

In the event COMPANY ceases performance or fails to perform in accordance with the terms and conditions of this agreement, Port reserves the right to complete the project either through third party contractors or in-house labor. If the cost of completing or performing the contract exceeds the bid price submitted by COMPANY, COMPANY shall be responsible to the Port for such excess amount. If the cost of completing or performing the contract is less than the bid price submitted by COMPANY, Port shall pay the difference to COMPANY.

SECTION SEVENTEEN TIMELY PERFORMANCE

Time is of the essence in the performance of this contract. The parties agree that COMPANY will begin the contract by April 1, 2018 or date agreed to in writing by PORT and complete all work for the Washington Blvd. Park project for the PORT by September 1, 2018. COMPANY will forfeit Five Hundred and no/100 Dollars (\$500.00) for every twenty-four (24) hour period beyond September 1, 2018 by which completion is delayed, except through the fault of PORT or due to adverse weather, strikes, or forces of nature that could legitimately delay performance. Final completion for the contract shall be September 15, 2018.

IN WITNESS, each party to this Agreement has caused it to be executed at _____, Washington, on the date indicated below.

COMPANY

By: _____
Company Officer

Its _____

PORT OF KINGSTON:

By: _____
Jim Pivarnik, Executive director