

Port of Bremerton
8850 SW State Hwy 3
Bremerton, WA 98312

Invitation for Proposal #02-25-20039
Bremerton National Airport Roof Retrofits

Responses Due 05/15/2026 at 10:00 AM (PDT)

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I. PORT OF BREMERTON

NOTICE OF INVITATION FOR PROPOSAL #02-25-20039

Bremerton National Airport Roof Retrofits

NOTICE IS HEREBY GIVEN that the PORT OF BREMERTON is hereby seeking proposals for public works contract work for the construction of roof overlay system retrofits for multiple buildings within the Bremerton National Airport Property.

SCOPE AND NATURE OF WORK: Construction consists of the contractor providing and installing a Varco Pruden Thermalblock™ roof overlay system on Hangar 5, Hangar 6, and the Airport Maintenance Shop. Hangars 5 and 6 are considered the base bid and the Airport Maintenance Shop building is an add-option alternate if the Port’s budget allows for it to be included in the bid award. The Port reserves the right to award the base bid and no alternate, or the base bid plus alternate based on funding availability. The project is estimated at \$390,000-\$435,000 for all three buildings.

All solicitation documents, attachments, and addenda (if issued), and bid tabulation will be posted online at <https://www.portofbremerton.org/bids-contracts>. It is the bidder’s responsibility to check if any addenda have been issued online prior to submitting a bid.

The project schedule is as follows:

Legal Advertisement	04/16/2026
Pre-Bid Conference (TEAMS online)	04/20/26 @ 2:00 PM
Questions due	04/27/26 @ 4:00 PM
Addenda deadline	05/04/26 @ 4:00 PM
Bid Opening	05/15/26 @ 10:00 AM
Commission Bid Award	05/26/26
Contract signed/bond due/Notice to Proceed	06/01/26

A pre-bid conference (virtual) will take place on April 20, 2026 at 2:00 PM. To participate, join by phone by dialing +1 917-933-5579, Phone conference ID: 831 295 802#. The meeting is also accessible by joining online by visiting <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> with Meeting ID: 285 546 819 955 445 and Passcode: cA7aE9eP.

PROPOSAL SUBMITTAL INFORMATION AND SITE VISIT: Submit proposals by 10:00 AM on Friday, May 15, 2026 to: Port of Bremerton, Cole Barnes, Airport Manager, 8850 SW State Hwy 3, Bremerton, Washington 98312. Electronic proposals as not accepted. Bid prices will be publicly read following the proposal submission deadline at deadline at Airport Terminal Conference Room, 8850 SW State Hwy 3, Bremerton, WA 98312. The bid opening will also take place virtually. To participate, join by phone by dialing +1 917-933-5579, Phone conference ID: 455 206 665#. The meeting is also accessible by joining online by visiting <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> with Meeting ID: 249 997 484 536 054 and Passcode:h3gC22Qn.

For a site visit contact Cole Barnes, Airport Manager at 360-813-0828, coleb@portofbremerton.org

CONTRACT ISSUES: This work is considered a public work contract under RCW Chapter 39. The successful contractor will be required to execute a short form contract with the Port. Among other requirements, Port public works contracts are subject to the following:

- A. **Prevailing Wage Provision:** The workers of all contractors and subcontractors on all Port "public works" as defined by RCW 39.04.010, shall be paid the "prevailing rate of wage" including "usual benefits" and overtime, paid in the locality as those terms are defined by Chapter 39.12 RCW. The contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities. In accordance with RCW 39.12.030, applicable prevailing wage rates can be found online at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>.
- B. **Retainage:** By state law, the Port is required to retain five percent (5%) of the total contract amount for 30 days after final acceptance or until required state certificates of release are provided to the Port, whichever date is later.
- C. **Bond Requirements:** The entity submitting the successful proposal will be required to deliver to the Port prior to contract signing a satisfactory performance bond in an amount equal to one hundred percent (100%) of the contract price. On contracts of one hundred fifty thousand dollars (\$150,000) or less, the contractor may, in lieu of the bond, allow the Port to retain ten percent (10%) of the contract amount for up to 30 days following the date of final acceptance or until the retainage mentioned in B. above can be released as provided by law, whichever date is later.
- D. **Insurance.** Contractor agrees to obtain at its own cost and expense, public liability insurance with combined bodily injury and property damage limits in the amount of \$1,000,000 in a form satisfactory to the Port of Bremerton, naming the Port as an additional insured. Such insurance shall not be diminished or rescinded without first giving the Port thirty (30) days written notice.

BIDDER RESPONSIBILITY CRITERIA The contract will be awarded to the party submitting the "lowest responsible proposal," subject to any products and/or vendor preferences provided by applicable Washington State laws, taking into consideration the quality of the articles proposed to be supplied, their conformity with specifications, and the purposes for which required. The Port may reject any and all proposals.

In determining "lowest responsible proposal," in addition to price and other factors outlined above, the following criteria are used in determining the lowest responsible proposal:

- 1. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- 2. Have a current state unified business identifier number;
- 3. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- 5. Have completed or be exempt from the L&I required public works training per 39.04.350 and RCW 39.06.020,
- 6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

- 1. Satisfactory completion of projects of similar size or scope within the past three years.
- 2. Availability of contractor to complete the work within the number of days bid and start the project within 10 days of receiving a Notice to Proceed.
- 3. Quality and timely performance on any previous contracts with the Port of Bremerton.
- 4. Ability to work with Varco Pruden representatives to become a certified installer. If submitting approval of an equal product, contractor must be an approved installer by the manufacturer of the alternate product.

If a bidder is determined to be non-responsive, the bidder will be notified by the Port in writing (electronic) as to the deficient criteria and allowed two working days to appeal the Port's determination in writing.

Failure to properly complete this form may cause rejection of proposal.

The Port does not post documents on any third party website or plan room for this solicitation.

II. SCOPE OF WORK

Work to be performed and additional information:

The scope includes the installation of a metal-over-metal roof system at Bremerton National Airport (8850 SW State Hwy 3, Bremerton, WA 98312).

1. Hangar 5, approximately 16,800 sq. ft.
2. Hangar 6, approximately 9,900 sq. ft.
3. Port Maintenance Building, 5,400 sq. ft. (add-option #1 on bid form)

The specification is for the SSR™ Standing Seam Roof and Thermalift™ Insulation System with 3 Inch insulation.

- The bidder is to verify the exact square footage and pitch to determine the correct quantities of materials required to complete the scope of work and specifications for a metal roof overlay system.
- Note: Additional insulation is not necessary between the old roof and the new overlay roof.
- The scope includes the installation of 6-inch securely faceted gutters and downspouts to the new roof overlay system.
- Contractor is to save and store onsite the gutters that are to be removed from Hangars 5&6. Do not dispose the removed gutters they will remain property of the Port.
- Tenants will occupy the work location during the installation. Building access is permitted with approval. The contractor may stage materials at or near the site location based on the Port of Bremerton and tenant availability. Note: An area nearby may be provided for material storage, and contractor parking if desired.
- Installation should take no longer than 6 weeks following the receipt of materials, No work is to be performed during or on weekends, nor on July 10, 2026. The number of calendar days in the "Proposal" form must include material lead time and installation. The number of days will start counting following the Notice to Proceed. Days bid shall consist of anticipated inclement weather days by the contractor.
- Contractor will be required to obtain an airport gate card from the airport office for the duration of the project.
- Contractor will be required to clean all debris and run a magnet around the work area at the end of each day.

Warranty: The product must include a minimum one-year labor warranty and a twenty-five (25) year weather tightness and weatherization warranty.

Product Alternates: Prospective bidders may submit alternate materials for approval during the question/answer period. Include manufacturer brochures, warranty information, and any other details that demonstrate that the proposed product is equal or exceeds the specifications. The Port will review the request and respond to questions in the form of an addendum with a response indicating if the proposed alternate is approved or denied.

Map:



III. BID FORM

Bremerton National Airport Roof Retrofits

This proposal is made in accordance with the invitation for proposal authorized by the Port of Bremerton.

1. Hangar #5 \$ _____

2. Hangar #6 \$ _____

BASE BID SUBTOTAL (w/o Washington State Sales Tax) \$ _____

ESTIMATED TIME OF COMPLETION AFTER NOTICE TO PROCEED _____ calendar days

Add-Option:

1. Maintenance Shop Building (w/o Washington State Sales Tax) \$ _____

ADDITIONAL DAYS ADDED TO BASE BID TO COMPLETE ADD-OPTION #1 _____ calendar days

SUBTOTAL BASE BID + ADD OPTION #1 \$ _____

WASHINGTON STATE SALES TAX (9.2%) \$ _____

TOTAL BASE BID + ADD OPTION #1 \$ _____

ADDENDA ACKNOWLEDGEMENT:

Receipt of all Addenda through No. _____ is (are) hereby acknowledged.

RESPONSIBLE BIDDER CERTIFICATION:

In accordance with RCW 9A.72.085, the undersigned bidder declares under penalty of perjury that said bidder is in compliance with the responsible bidder criteria requirement, and that within the three-year period immediately preceding the date of this bid solicitation, has not received a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

PROFESSIONAL REFERENCES:

Company Name: _____ Company Name: _____

Contact Name: _____ Contact Name: _____

Phone: _____ Phone: _____

PROPOSER/COMPANY NAME _____

ADDRESS _____

EMAIL _____ PHONE _____

Contractor License No: _____ Contractor UBI No: _____

Contractor ESD No: _____ Small Business*: YES _____ NO _____

I certify (or declare) under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct:	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

NOTE:

The contract will be awarded to the party submitting the "lowest responsible proposal," subject to any products and/or vendor preferences provided by applicable Washington State laws, taking into consideration the quality of the articles proposed to be supplied, their conformity with specifications, and the purposes for which required. The Port may reject any and all proposals.

*"Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; or (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or (b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

FORM OF BID BOND

Herewith find deposit in the form of _____ (state whether money order, cashier's check or bid bond), for the amount of \$ _____ which amount is not less than five percent (5%) of the total bid.

Signature

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto PORT OF BREMERTON, as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

PORT OF BREMERTON, Washington, according to the terms of the proposal or bid made by the Principal therefor and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED this ____ day of _____, 20____.

By _____
Principal

By _____
Surety

BIDDER'S QUALIFICATIONS STATEMENT

Each bidder submitting a proposal on work included in these specifications shall prepare and submit as part of his bid, the data requested in the following schedule:

1. Name of Bidder: _____
2. Business Address: _____
3. Telephone: _____
4. How many years has said Bidder been engaged in the contracting business under the present firm name: _____
5. Contracts now in hand (Gross Amt.): \$_____
6. General character of work performed by said company:

7. List of most important projects constructed by said company, including approximate cost and date completed:
8. List of company's major equipment:
9. Bank References:

Name of Bidder

By _____

Title _____

Date _____

PROPOSED SUBCONTRACTORS

Prepared by: _____

Date: _____

Comply with requirements of the Special Provisions. Bidder shall list all firms quoting or bidding work to be performed by bidder's own forces and all subcontractors. This form shall accompany bid.

Work Category	<i>List Bidder, Subcontractor, or "No Work"</i> Subcontractor Name and Address	Contract Value	% of Contract Price	Certified DBE (Y or N)	Age of Firm	*GRS
Work performed by Bidder's Own Forces		\$	%			
Heating	_____ _____ _____	\$	%			
Ventilation and Air Conditioning	_____ _____ _____	\$	%			
Plumbing (as described in RCW 18.106)	_____ _____ _____	\$	%			
Electrical (as described in RCW 19.28)	_____ _____ _____	\$	%			
	_____ _____ _____	\$	%			
	_____ _____ _____	\$	%			
	_____ _____ _____	\$	%			
	_____ _____ _____	\$	%			
	_____ _____ _____	\$	%			
	_____ _____ _____	\$	%			

Work Category	<i>List Bidder, Subcontractor, or "No Work"</i> Subcontractor Name and Address	Contract Value	% of Contract Price	Certified DBE (Y or N)	Age of Firm	*GRS
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
GRAND TOTAL ITEMS		\$	100%			

***GRS - Annual Gross Receipts**

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

VARCO PRUDEN™

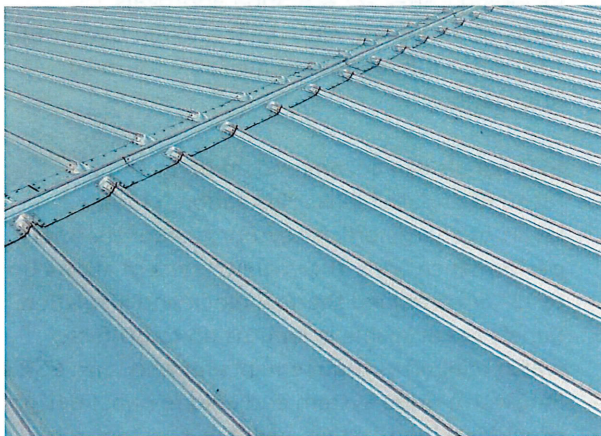
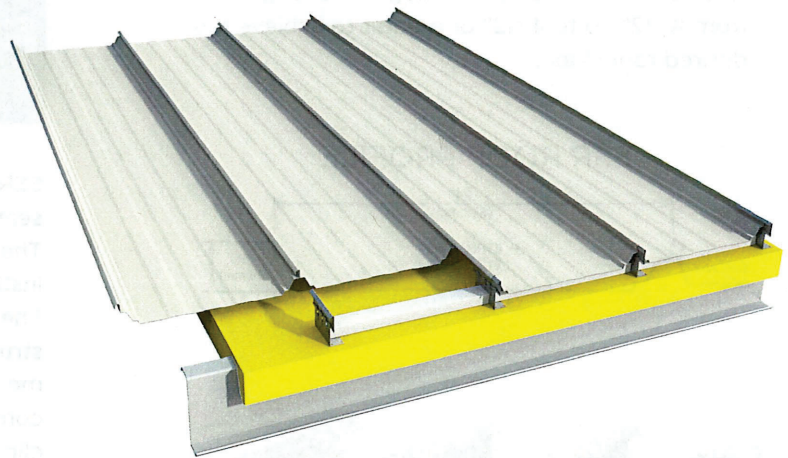
Building Solutions. Together.™

ROOF SYSTEMS

SSR™ STANDING SEAM ROOF

Features

- Roof slopes as low as ¼":12"
- Panels offer 24" coverage with 3" high trapezoidal ribs
- Available in 24 ga. standard thickness; 22 ga. optional
- Available in acrylic coated Galvalume® coated sheet steel or KXL cool colors
- Exclusive ridge cap and clip design allow for thermal movement
- 360° seam creates weathertight seal
- Panels meet UL 90 and FM Class 1 ratings, ESR-2527 and Florida approvals



Benefits

- Economical roof system
- Unique ridge and clip design delivers long-term weathertightness
- The panels are mechanically seamed to a full 360° interlock to form an effective single membrane
- Designed for reliable performance backed by a 25-year finish warranty
- Available in cool colors for improved energy efficiency

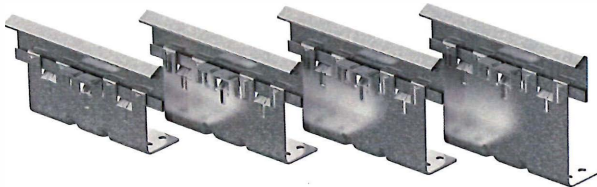
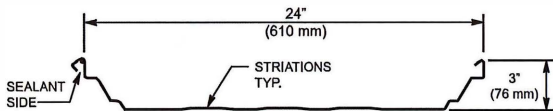
LONG-TERM, LOW MAINTENANCE, WEATHERTIGHT PERFORMANCE

VP's SSR™ Standing Seam Roof offers economical construction and superior performance backed by an available 20-year weathertightness warranty.

Made from sturdy Galvalume® coated sheet steel, SSR panels come standard in 24-gauge, with 22-gauge optional. Finish options include acrylic coated Galvalume® or KXL paint. See VP's Standard Wall & Roof Colors (#6021) for KXL selections. Standard roof pitches range from ¼":12" up to 4":12" or greater to achieve the desired roof slope.



SSR ROOF PROFILE



VP's Standard and Heavy Roof Clips are available in four heights: 3½", 4", 4½", and 5" tall.



SSR panels are factory-formed and field-machine seamed in place yielding a single unit membrane. The patented SSR ridge system is efficiently installed requiring only one weather-sealed joint. The special clips used to attach SSR panels to structural members are designed to allow panel movement up to 1-5/8" in either direction to compensate for thermal effects. VP's concealed clips minimize the need for through-the-roof fasteners.

Varco Pruden Buildings meets the highest standards and certifications in the industry, including ESR-2527 & Florida approvals. UL Class 90 rating for wind uplift and FM Class 1-60, 1-90 and 1-105 ratings are available for most applications.

SSR panels can accommodate up to 9" of faced fiberglass blanket insulation for high levels of energy efficiency. For greater thermal performance, VP's ThermoLift™ system allows up to 15" of combined thermal block and insulation. Panels are available in lengths up to 60 feet, which minimizes requirements for end laps. SSR's innovative ridge system and unique panel design provides a long-lasting, weather-resistant roof.

- Kynar 500® is a registered trademark of Arkema.
- Hylar 5000® is a registered trademark of Solvay Solexis.
- Galvalume® is a registered trademark of BIEC International, Inc.

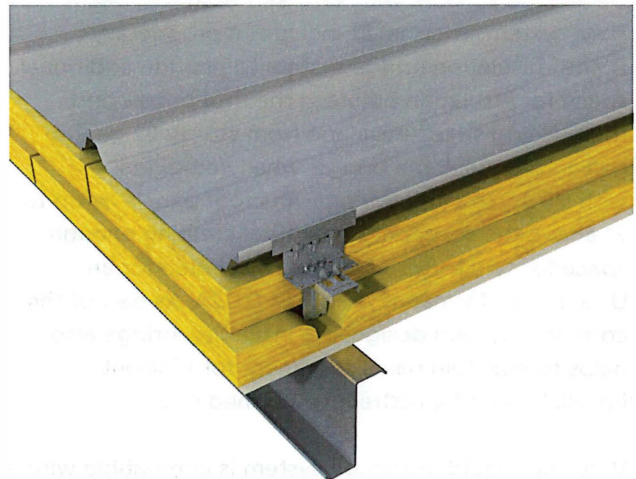
INSULATION SOLUTIONS

THERMALIFT™ INSULATION SYSTEM

Provides higher thermal performance for year-round comfort and energy efficiency.

Features

- Up to 15" total insulation capacity
- Designed exclusively for use with SSR
- Two sizes of clips for varying insulation thickness: 4-1/2" and 5" tall
- System components for either purlins or WideBay
- Installs above secondary framing



Benefits

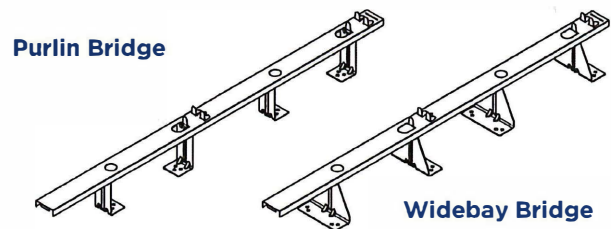
- Achieves compliance in climate zones with high thermal demand
- Provides long-term weather protection backed by warranties
- Saves owners on initial construction and over the life of the structure
- Additional clearances and clean appearance overhead

HIGHER THERMAL PERFORMANCE - LOWER COST

Optimize energy efficiency with VP's ThermoLift™ Insulation System. Featuring the unique insulation bridge design, ThermoLift allows for more insulation to be installed above the structural secondary. Thermal performance testing in accordance with ASTM-C1363 has resulted in U-factors as low as 0.029. The result is a cost-effective roof system that meets today's more stringent energy codes, including IECC 2018 and Canada's NECB 2011 code.

Developed to work with VP's SSR Standing Seam Roof system, ThermoLift includes a proprietary 5"x48" insulation bridge system to provide additional space for insulation between the roof panels and the building structure. Made from sturdy 22 gauge galvanized steel, the bridge, when combined with VP's SSR clip offerings, lifts roof panels by up to 7" above the secondary structural creating enough space for two layers of blanket insulation for an U-factor performance as low as 0.029. As part of the complete system design, the insulation bridge also helps to maintain panel alignment for efficient installation and an attractive finished roof.

VP's ThermoLift insulation system is compatible with a variety of structural options including purlins, WideBay Trussed Purlins™ and bar joist. Engineered to be installed above the building structure, ThermoLift eliminates the need for banding, and reduces installation time and costs when compared to other alternatives. The fiberglass insulation system can produce significant savings by having less or no man-lift equipment required. Additionally, once the roof is installed, structurals are accessible to other trades for attaching items such as duct work and sprinkler systems. ThermoLift works with Sky Web II™ to provide additional protection for workers during construction.



System Performance Comparison

Assembly	Insulation ¹	Tested-U	Effective R
ThermoLift-11	R16*+R19 - 11"	0.035	29.0
ThermoLift-14	R19*+R25' - 14"	0.030	32.9
ThermoLift-15	R19*+R30 - 15"	0.029	34.0

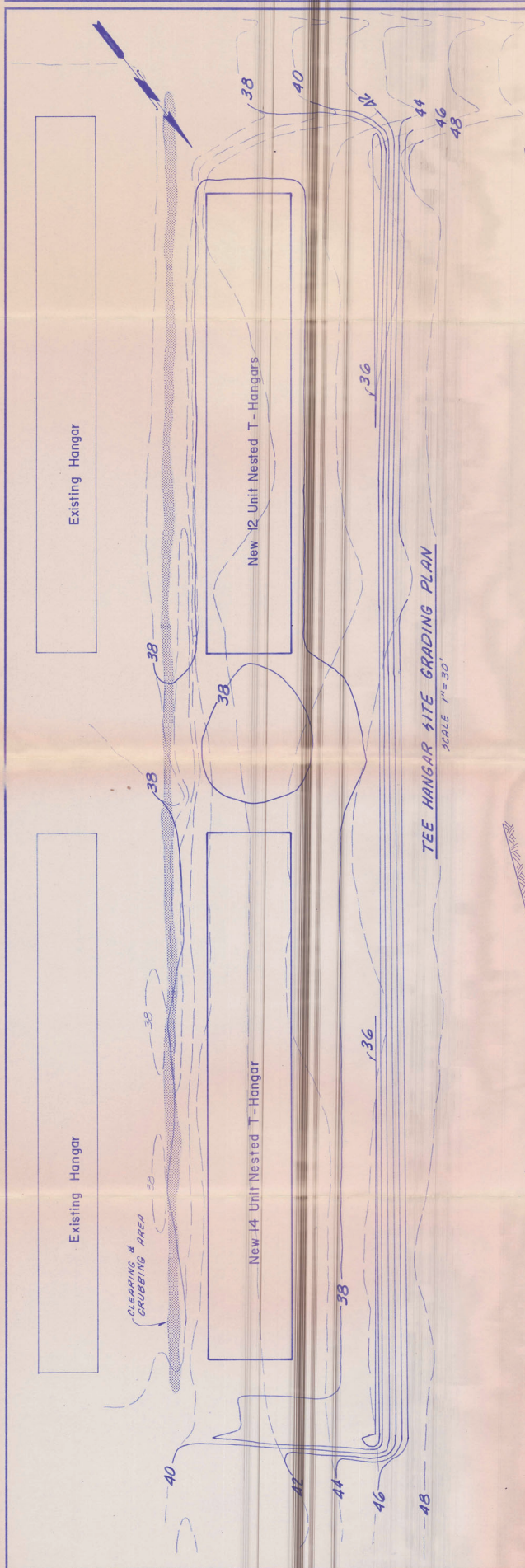
¹=Insulation layers and total nominal thickness
²=Lowest layer/faced insulation listed first
 * =No thermal block used

Ready to learn more about this insulation solution?
 Talk to your local Varco Pruden Builder today by
 visiting varcopruden.com/find-a-builder.

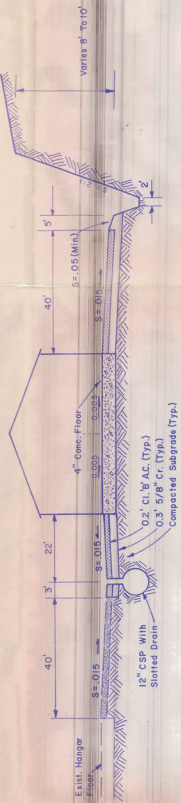
NO.	DATE	BY	CHKD.
1	03.11.11	JST	
2			

DATE: April 1979
SCALE: 1/8" = 1'-0"

REID, MIDDLETON & ASSOCIATES, INC.
Engineers • Surveyors • Planners
324 Main St., Edmonds, Wash.

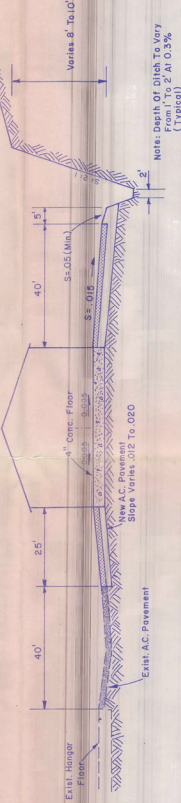


TEE HANGAR SITE GRADING PLAN
SCALE 1" = 30'



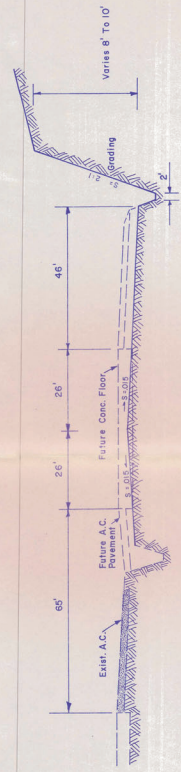
TYPICAL SECTION

Sta. 47+65 To 51+50
Basic Bid



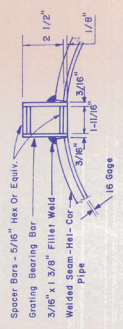
TYPICAL SECTION

Sta. 43+50 To 47+50
Basic Bid



TYPICAL SECTION

Sta. 47+50 To 51+50
Basic Bid



SLOT DETAIL
N.T.S.



ART ASSOCIATES
 202 PACIFIC AVENUE, BREMERTON WA 98317-9323
 PH (360) 479-5600 FAX (360) 479-5605
 810 THIRD AVENUE, SUITE 700, SEATTLE WA 98104
 PH (206) 822-8211



Maintenance Operations Building
Port Orchard, Washington 98367
 PORT OF BREMERTON
 8850 SW HWY 3, PORT ORCHARD, WA 98367
 CONTACT: RICHARD N. BRANDENBURG
 PHONE: (360) 674-2381

DRAWN: WDR
 CHECKED: CFD
 DATE: 7/7/00
 REVISIONS:

JOB NO: FFB073
 SHT TITLE: FLOOR PLAN, EXT. ELEVATIONS & KEY NOTES

KEY NOTES

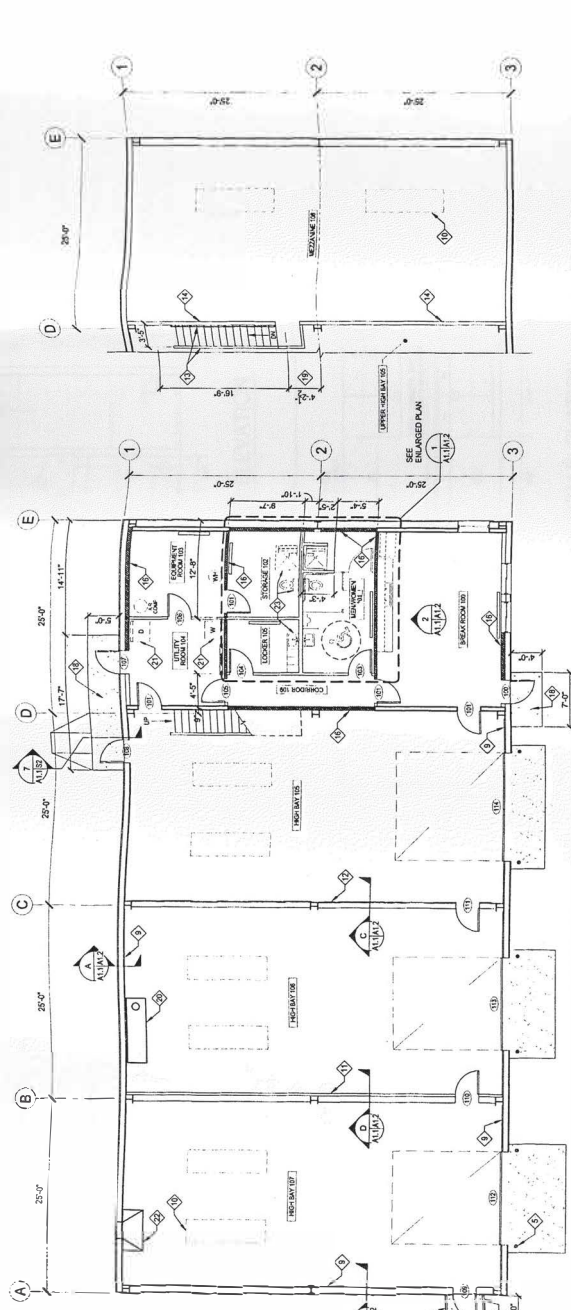
- 1. 2x6 COLORED METAL WALL PANELS BY METAL BUILDING MANUFACTURER.
- 2. 2x6 GALVALUM METAL ROOF PANELS BY METAL BUILDING MANUFACTURER.
- 3. METAL GUTTER WITH DOWNSPOUT. COLOR TO MATCH WALL PANEL BY METAL BUILDING MANUFACTURER.
- 4. METAL TRAKE TRIM. COLOR TO MATCH WALL PANEL BY BUILDING MANUFACTURER.
- 5. 6" DIA. STL. GUARD POST. SEE DETAIL 3A1.2. EMBED 3" INTO 12" CONC. FOOTING.
- 6. EXHAUST FANS WITH PREF-FINISH WALL FLASHING. COLOR TO MATCH WALL PANELS. FLASHING BY METAL BUILDING MANUFACTURER.
- 7. 1 1/2" DIA. x 30" HIGH STL. PIPE GUARDRAIL/HANDRAILING. W/MT FINISH.
- 8. CONCRETE STOPS AND STEPS (6" TREADS) IF RISERS. BROOM FINISH TREADS.
- 9. METAL LINER BY METAL BUILDING MANUFACTURER. 7/8" PANEL WITH GALVALUM FINISH.
- 10. 3x10 TRANSLUCENT FIBERGLASS REINFORCED (INSULATED) ROOF PANEL BY METAL BUILDING MANUFACTURER.
- 11. 1 HOUR SEPARATION WALLS 15' 20" GA. METAL STUDS @ 16" O.C. WITH 1/2" TYPE "X" GYPSUM BOARD BOTH SIDES. FASTEN STUDS TO METAL BUILDING STUDS @ 24" x 12" AFF.
- 12. METAL WALL LINER PANEL. FULL HEIGHT TO BOTTOM OF PURLIN. LINER PANEL TO BE R-PANEL WITH GALVALUM FINISH.
- 13. 3" HIGH HANDRAIL. SEE SECTION 3.53.
- 14. 4" HIGH GUARDRAIL. SEE SECTION 3.53.
- 15. WINDOW TYPE Q-107 4'-6" HORIZONTAL SLIDER BY METAL BUILDING MANUFACTURER. U-VALUE OF 0.40 MINIMUM.
- 16. CROSS HATCHED AREA INDICATES LOCATION OF SHEAR WALL. SEE SHEET S3.
- 17. FLASHING ABOVE MECHANICAL EXHAUST DUCT COLOR TO MATCH WALL PANEL.
- 18. CONCRETE STOP. BROOM FINISH.
- 19. VESIP. DIMENSION WITH FLOOR FINISHES OF MEZZANINE SPT.
- 20. FUEL TANK FOR WHITE OIL. MT. HATER, OWNER'S FINISHED AND INSTALLED.
- 21. HANGDOWNER SPACE. OWNER FURNISHED AND INSTALLED.
- 22. W/MT FLOOR. SEE MECHANICAL SHT. #1.1.
- 23. FUTURE RESTROOM LOCATIONS. PROVIDE STUB - SEE MECHANICAL SHEET #1.1.

ROOM FINISH SCHEDULE

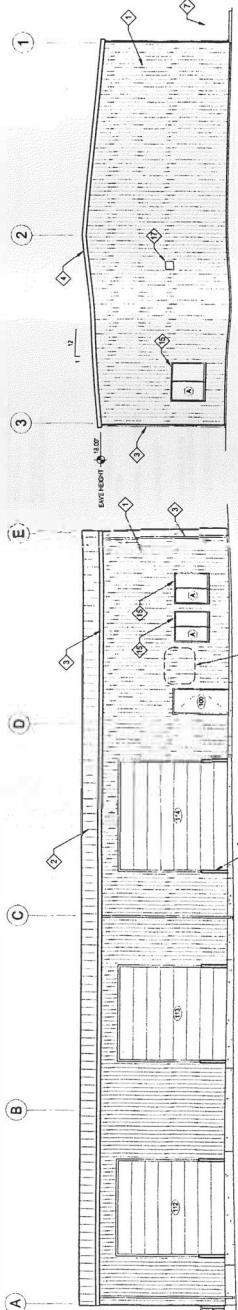
ROOM NUMBER	ROOM NAME	FLOORING	BASE	W/NSCOT	W/LL	W/NSCOT OF BASE	CEILING	REMARKS
101	BREAK ROOM	VCT	FRP	4" P	P	P	OTF	FRP @ 5.5 FT WALLS
102	MEN	VCT	FRP	4" P	P	P	OTF	FRP @ PLUMBING WALL. SEE ELEV.
103	WOMEN	VCT	FRP	4" P	P	P	OTF	FRP @ PLUMBING WALL. SEE ELEV.
104	EQUIPMENT ROOM	SC	VS	-	-	-	OTF	FRP W/NSCOT. ALL WALLS
105	UTILITY ROOM	SC	VS	FRP	4" P	P	OTF	FRP W/NSCOT. ALL WALLS
106	HIGH BAY	SC	VS	UP	8" LP	LP	ESC	PAINTED OPT BOARD. WEST WALL
107	HIGH BAY	SC	VS	UP	8" LP	LP	ESC	PAINTED OPT BOARD. WEST WALL
108	MEZZANINE	EPO	-	-	-	-	ESC	1/8" B-LINE PAINTED OPT BOARD @ B-LINE
109	CORRIDOR	VCT	VS	UP	8" LP	LP	OTF	PAINTED 1/2" HIGH GUARDRAIL

DOOR SCHEDULE

OPENING NUMBER	DOOR TYPE	DOOR FRAME MATERIAL	FRAME FINISH	PIRE	H/MS	GROUP	REMARKS
101	101	101	101	101	101	101	101
102	102	102	102	102	102	102	102
103	103	103	103	103	103	103	103
104	104	104	104	104	104	104	104
105	105	105	105	105	105	105	105
106	106	106	106	106	106	106	106
107	107	107	107	107	107	107	107
108	108	108	108	108	108	108	108
109	109	109	109	109	109	109	109



FLOOR PLAN - MEZZANINE
 1/8" = 1'-0"



EAST ELEVATION
 1/8" = 1'-0"

SOUTH ELEVATION
 1/8" = 1'-0"



ART ANDERSON
 ASSOCIATES
 202 PACIFIC AVENUE, BREMERTON WA 98337-8932
 PH (360) 479-5600 FAX (360) 479-5605
 810 THIRD AVENUE, SUITE 210
 PORT ORCHARD, WASHINGTON WA 98124
 PH (206) 622-8221



MAINTENANCE OPERATIONS BUILDING
 PORT OF BREMERTON
 PORT ORCHARD, WASHINGTON 98367
 8650 SW HWY 3, PORT ORCHARD, WA 98367
 CONTACT: RICHARD N. BRAUNBURG
 PHONE: (360) 674-2381

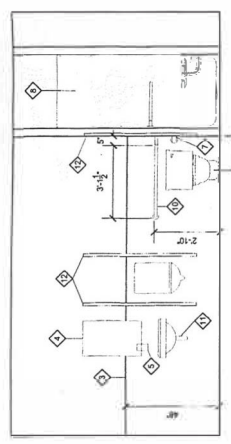
DRAWN	WJR
CHECKED	CPD
DATE	7/7/00
REVISIONS	
JOB NO	FPB073
SHT TITLE	INT. ELEVATIONS, SECTIONS, DETAILS & KEY NOTES

KEY NOTES

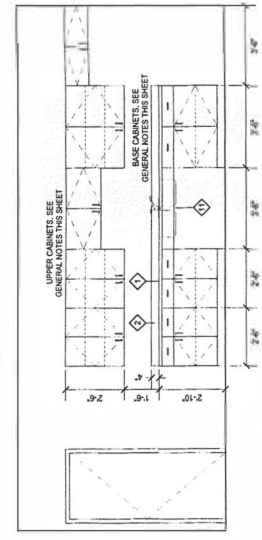
1. PLASTIC LAMINATE COUNTER TOP
2. 4" PLASTIC LAMINATE SPLASH
3. COLORED FIBERGLASS REINFORCED PANEL
4. 1/2" X 3/4" MIRROR
5. SOAP DISPENSER
6. PAPER TOWEL DISPENSER
7. TOILET TISSUE DISPENSER
8. FIBERGLASS SHOWER STALL, ADA COMPLIANT TRANSFER SHOWER. SEE MECHANICAL SHEET M.
9. MOUNT URINAL PER ADA
10. GRAB BARS @ WATER CLOSET, 1 1/2" DIAMETERS. PROVIDE BACKING AS NEEDED. MOUNT 33" TO 36" ABOVE FINISHED FLOOR, 36" LONG ABOVE WATER CLOSET, 42" LONG AT SIDES.
11. WATER PIPE SUPPLY AND DRAIN PIPES SHALL BE INSULATED WITH PVC COVER TO PROTECT AGAINST HEAT AND ABRASION.
12. STANDARD TOILET PARTITION
13. METAL LOCKERS (NEA REST ROOM)
14. TOWEL HOOKS, 4 EA.

GENERAL NOTES

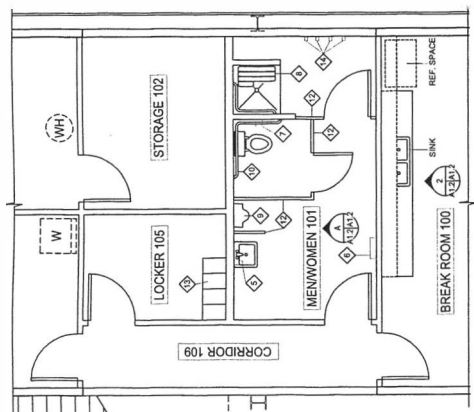
1. MOUNT ALL FIXTURES PER ADA STANDARDS AND BUILDING CODE REQUIREMENTS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS BEFORE COMMENCING ANY FABRICATION OF CABINETS.
3. CASWORK DOOR HINGES SHALL BE MODEL #0 SERIES 170 DEGREE OPENING CONCEALED HINGES.
4. ALL SHELVES SHALL BE ADJUSTABLE. RECESSED SHELF STANDARDS SHALL BE KUMPE AND WOOD #228 STANDARDS WITH #229 SUPPORTS.
5. DORMER SLICES (RAMP) AND WOOD #1000
6. DOOR AND DRAWER PULLS, FUTURA EXTRUDED ALUMINUM.



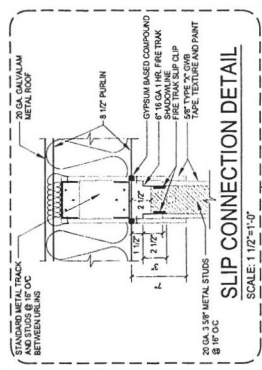
RESTROOM ELEVATION
 SCALE: 3/8"=1'-0"



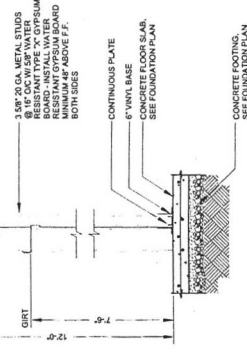
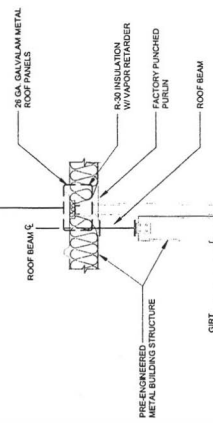
BREAK ROOM ELEVATION
 SCALE: 3/8"=1'-0"



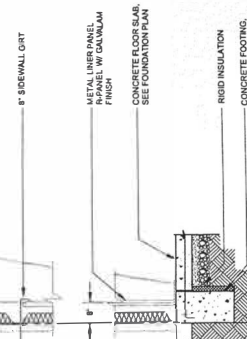
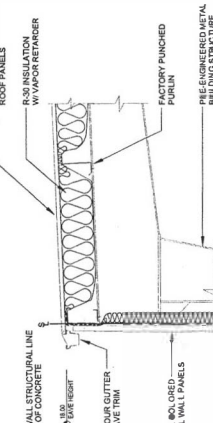
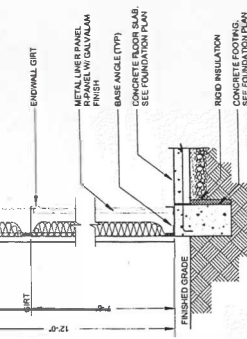
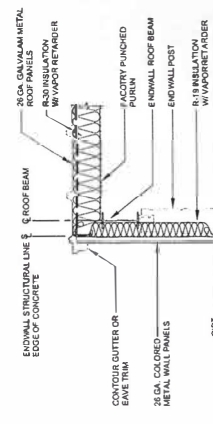
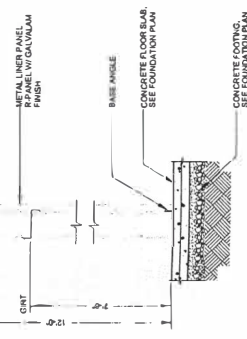
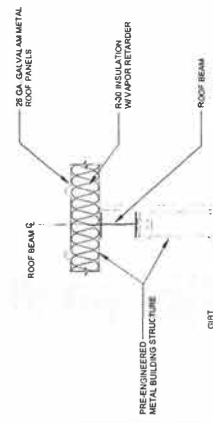
ENLARGED FLOOR PLAN (RESTROOM)
 SCALE: 1/4"=1'-0"



SLIP CONNECTION DETAIL
 SCALE: 1 1/2"=1'-0"



SECTION



#02-25-20039 22

VI. SAMPLE CONTRACT

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is entered into this ____ day of _____, _____, by and between the Port of Bremerton (the "Port"), whose business address is 8850 SW State Highway 3, Bremerton, WA 98312, and the Contractor identified below.

CONTRACTOR

Contractor's Name	
Authorized Representative	
Address	
Telephone Number	
Facsimile Number	
Registration Number	
Washington UBI Number	
Federal Identification Number	

WITNESSETH:

That for and in consideration of the terms and conditions contained herein and the Contract Documents made part of this Contract, the parties hereto agree as follows:

1. **Scope of Work:** For and in consideration of the Contract Sum noted below, subject to the terms and conditions contained herein, the attachments hereto, and the documents referenced herein, the Contractor agrees to perform the following work (the "Work") in a timely and workmanlike manner consistent with industry standards and applicable codes, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce and to fully, completely, and faithfully comply with all the terms and conditions of this Contract:

[Summary of Scope of Work], per the Contract Documents below (if any).

Contractor shall ensure that each subcontract incorporates this Contract and is subject to its terms and conditions.

2. **Contract Documents:** The Contract Documents include:

- i. This Contract;

- ii. The Invitation to Bid [#XX-XX-XXXX] and all appendices, attachments, and/or specifications attached thereto, if any (the “Bid Documents”);
- iii. General Conditions, if any;
- iv. Any additional drawings and/or specifications provided by the Port;
- v. Any Change Orders executed by and between the Port and Contractor after execution of this Contract; and
- vi. The Contractor’s bid proposal dated [XX-XX-XXXX], if any (“Contractor’s Proposal”).

Any conflicting provisions in the Contract Documents shall be interpreted harmoniously if possible or, in the event they cannot be reconciled, then they shall be interpreted in the manner most favorable to the Port, and the interpretation shall be governed in the following priority:

- i. This Contract;
- ii. General Conditions;
- iii. Any Change Orders executed by and between the Port and Contractor after execution of this Contract;
- iv. Any additional drawings and/or specifications provided by the Port;
- v. The Bid Documents; and
- vi. The Contractor’s Proposal.

3. Contract Sum: The Port shall pay the Contractor the lump sum amount of _____ (\$_____), inclusive of all applicable taxes, for the Work completed in conformance with this Contract (the “Contract Sum”).

4. Contract Time: The Work shall commence after the Port issues a Notice to Proceed, and the Work shall receive final completion no later than _____ calendar days after Contractor’s receipt of the Notice to Proceed (the “Contract Time”).

5. Payment: On or before the first (1st) day of each month, Contractor shall submit a detailed monthly pay request, in a form reasonably acceptable to the Port, for all Work completed during the immediately preceding month. The requested payment shall be in an amount proportionate to the percentage of the Work completed, as reasonably determined by the Port. The Port may request partial lien releases for all partial payments and a final lien release for the final payment to each subcontractor as a condition of issuing payment. The Port shall remit payment within thirty (30) days after approval of the pay request, pursuant to the terms below:

- a. In the case of a dispute as to the amount owed, the Port will pay only the undisputed amount until the dispute is resolved. The Contractor will not be relieved of performance herein in the case of a partial payment based upon a dispute and must continue to perform the Work pursuant to this Contract pending resolution of the dispute.
- b. In cases of single payment, the Port shall make payment only after all appropriate releases are submitted and the retention period has expired.
- c. The Port shall retain five (5) percent of the moneys earned by the contractor as required by RCW 60.28, and pay the retainage as provided therein.
- d. Before final payment, Contractor shall furnish to the Port the following:
 - i. An affidavit that payroll, bills for materials and equipment, and other indebtedness connected with the work for which the Port or Port's property might be responsible or encumbered (less amounts withheld by Port) have been paid or otherwise satisfied.
 - ii. State Department of Labor & Industry - "Affidavit of Wages Paid on Public Works Contract" for Contractor and each Subcontractor (RCW 39.12.040).
 - iii. State Department of Labor and Industry - "Letter releasing the Port from Industrial Insurance Contribution Liability" (RCW 51.12.050).
 - iv. State Employment Security Department - "Certificate of Payment contributions, penalties and interest on Public Works Contracts" (RCW 50.24.130).
 - v. {"As-Built" drawings showing red-ink deviations and changes from the Construction Drawings.}
 - vi. A complete set of maintenance and operation manuals for equipment items installed, if applicable.
 - vii. Any other close-out documents reasonably requested by the Port or required by law.

6. Payment and Performance Bond: The Contractor shall secure, at its sole cost and expense, a payment and performance bond from a surety company acceptable to the Port admitted and licensed in the State of Washington, which bond shall in the full amount of the Contract Sum, plus sales tax, pursuant to RCW 39.08 (the "Contractor's Bond"). The Contractor's Bond shall be substantially in the form attached hereto as Exhibit A. Within five (10) days of entering into this Contract, the Contractor shall deliver two (2) copies of the bond to the Port. THE PORT MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH CONTRACTOR'S BOND IS RECEIVED AND/OR TERMINATE THIS CONTRACT IF CONTRACTOR FAILS TO TIMELY PROVIDE THE CONTRACTOR'S BOND.

6.1 Alternative to Contractor's Bond: In the event the Contract Sum is less than \$150,000, and upon written request from the Contractor prior to the first payment under this Contract, in lieu of the Contractor's Bond the Port will retain ten percent (10%) of the Contract Sum from each payment for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later pursuant to RCW 39.08.010(3).

7. Employment and Wage Law Compliance: The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW, and all other applicable laws. The workers of all contractors and subcontractors on all Port "public works" as defined by RCW 39.04.010 shall be paid the "prevailing rate of wage" including "usual benefits" and overtime, paid in the locality as those terms are defined by Chapter 39.12 RCW. The contractor is responsible for obtaining and completing all required government forms and submitting same to the proper authorities. In accordance with RCW 39.12.030, applicable prevailing wage rates can be found at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. Any dispute in connection with this contract which the parties cannot resolve among themselves shall be referred to the director of Washington State Department of Labor & Industries for arbitration, and the director's decision shall be final, conclusive and binding on all parties to the dispute.

8. Insurance:

8.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Washington and reasonably acceptable to the Port, an occurrence-based Commercial General Liability Insurance policy, which shall provide bodily injury and property damage liability on the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by subcontractors of any tier or by anyone directly or indirectly employed by any of them including owned, non-owned and hired vehicles, or by anyone for whose acts any of them may be liable.

8.2 The insurance will name the Port, its consultants and employees, and any required governmental agencies as additional named insureds by way of a policy endorsement for Work performed under this Contract and the policy shall be designated primary for both defense and indemnity. Such limits of liability insurance shall not be less than the following:

- a) \$1,000,000.00 per occurrence for bodily injury liability including sickness, disease or death, and \$2,000,000.00 bodily injury liability for all occurrences (other than automobiles);
- b) \$1,000,000.00 for property damage liability (other than automobiles) because of damage to or destruction of property of others including loss of use thereof caused by one occurrence, and \$1,000,000.00 property damage liability for all occurrences;
- c) As an alternate to subparagraphs a) and b) above, the Contractor may insure for \$1,000,000.00 Combined Single Limit protection for both bodily injury

and property damage liability per occurrence and \$2,000,000.00 general aggregate stop loss;

d) \$1,000,000.00 per accident for bodily injury liability including sickness, disease or destruction of property of others, including loss of use thereof arising out of the operation of automobiles; and;

e) \$1,000,000.00 for claims for damages insured by personal injury liability covered (included and defined in the Commercial General Liability Insurance Policy) which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or; (2) by another person.

8.3 In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit, and other similar employee benefit acts in the State statutory amount, and Employer's Liability with coverage of at least \$250,000.00/\$500,000.00.

8.4 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment.

8.5 Before commencing Work, the Contractor shall furnish the Port with Certificates of Insurance as evidence of all insurance required by the Contract Documents. No Progress Payment will be due until all such Certificates are furnished. All policies and certificates must be signed copies. Furthermore, the policies of insurance required herein (except for Workers' Compensation Insurance) shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to Lessor except upon forty-five (45) days' prior written notice from the insurance company to Lessor; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be effected by any act or omission by Contractor which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Port's property caused by the Contractor.

9. Change Orders:

9.1 The Port may, without invalidating the Contract, order in writing extra Work or make changes to the Work by altering, adding to, or deducting from the Work, and the Contract Sum and Contract Time shall be adjusted accordingly. All such Work shall be executed under the conditions hereof, and of the Contract Documents, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. Contractor shall make no claims for extras unless the same shall be agreed upon in writing by the Port and signed by the Port prior to the performance of any such extra

Work. No change order is valid and binding on the Port unless and until it has been signed by the Port. **NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK, ADJUSTMENT IN THE CONTRACT SUM, OR ADJUSTMENT IN THE CONTRACT TIME SHALL BE VALID OR BINDING ON THE PORT.**

9.2 In case of any dispute over adjustment of the Contract Sum or the Contract Time, Contractor shall proceed with the Work and deliver to the Port a Statement of Claim setting forth in detail the entitlement and quantum basis for Contractor's claim with supporting data within ten (10) days of the event giving rise to the Statement of Claim. Contractor waives all rights to an increase the Contract Price or extension of time if it fails to provide timely Statement of Claim as required in this Paragraph. The Port does not waive the requirement for timely written Statement of Claim, unless the Port's waiver is unequivocal, explicit, and in writing. The dispute shall be resolved in accordance with the procedures set forth in the Contract.

9.3 Contractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the Contract Sum and/or Contract Time effected through a written change order shall constitute full accord and satisfaction for all costs incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the Work.

10. Liquidated Damages: The parties agree that time is of the essence of this Contract and that the Port will suffer financial loss if the Work is not completed within the Contract Time set forth above, plus any extensions allowed due to change orders. They also recognize the delays, expense, and difficulties involved in providing the actual loss suffered by the Port if the Work is not completed on time. Accordingly, instead of requiring any such proof, Port and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Port \$_____ for each calendar day that expires after the time set forth above for completion of the Work.

11. Non-Compliance:

11.1 If the Contractor fails to comply with the terms and conditions of this Contract, the Port will give the Contractor three (3) days' written notice to cure such default. If Contractor fails to correct said default after receipt of written notice from the Port to commence and continue correction of such default or neglect with diligence and promptness, the Port may terminate this Contract in writing and, thereafter, obtain another contractor to perform the Work. Any such costs incurred by the Port shall be charged against the Contractor.

11.2 In addition to the termination rights set forth in Paragraph 11.1, the Port may terminate the Work for its convenience at any time and for any reason or no reason at all. In the event the Port terminates the Contract for convenience, the Port shall give the Contractor written notice of its intent to terminate as soon as possible and, in any event, at least five (5) working days prior to the date of termination. Upon receipt of the Port's written notice of intent to terminate, the Contractor shall immediately begin taking such steps as are necessary to cancel material and equipment orders, and other subcontracts, in such manner as to minimize cancellation costs. After receipt of a notice of termination for convenience, the Contractor shall submit to the Port a request for costs associated

with the termination, which shall be prepared in accordance with the procedures in this Contract. In the event that the Port terminates the Contract for convenience, payment shall be made in accordance with the terms of this Contract for the actual Work performed.

11.3 In the event the Port terminates this Contract for cause but such determination is later determined by a court of law or other binding dispute resolution process that the termination was without cause, such termination shall be deemed a termination for convenience and Contractor shall be compensated as set forth in Paragraph 11.2.

12. Indemnification: To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the Port and its officers, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and costs, consulting fees, expert fees, and expenses, arising out of or resulting from performance of the Work. Contractor's indemnity and defense obligations do not extend to liability resulting from the sole negligence of the Port and their agents. Contractor's duty to indemnify and defend the Port for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Port and their agents; and (b) Contractor or its agents, employees, and subcontractors and suppliers of any tier, shall apply only to the extent of the negligence of Contractor, its agents, employees, and subcontractors and suppliers of any tier.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION, AND ONLY TO THE EXTENT OF CLAIMS AGAINST CONTRACTOR BY THE PORT UNDER SUCH INDEMNIFICATION PROVISION, CONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, THE UNITED STATES LONGSHORE AND HARBOR WORKERS COMPENSATION ACT, 33 USC §901-950, OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES. THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE FOREGOING PROVISION WAS SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES HERETO

Contractor

Port of Bremerton

13. Warranty: For a period of one (1) year from the date of final acceptance, the Contractor warrants that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents, will be performed in a skillful and workmanlike manner in compliance with all applicable codes, and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Port, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall not be relieved of its general warranty obligations by the specification of a particular product in the Contract Documents. During the warranty period the Contractor shall repair or replace any substandard or defective Work at no cost to the Port. The warranty provided in this Paragraph is non-exclusive and shall not replace

any other warranty or contractual obligations of the Contractor. The Port expressly reserves all other remedies available to it at law or equity.

14. Job Safety/Housekeeping: Contractor and its lower-tier subcontractors shall take all reasonably necessary safety precautions pertaining to its Work and its Work performance, including, but not limited to, compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, local, or other, OSHA/WISHA, and any safety measures requested by Port. Contractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment and materials within Contractor's or its lower-tier subcontractor's care, custody or control. Contractor and its lower-tier subcontractors shall furnish all required safety equipment for its Work and ensure all of their employees and lower-tier subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/WISHA requirements and Port's safety rules, as provided in writing to Contractor. Contractor shall promptly provide Port with written notice of any safety hazard(s) or violation(s) found on the jobsite. Contractor agrees to defend, indemnify and hold Port harmless from all WISHA and/or OSHA claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Contractor's or its subcontractors' failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Port may charge against the sums otherwise owing to Contractor the amount of the fine and/or fees, costs and expenses incurred by Port in the defense of the claim's citation and/or fine arising from or related to the Contractor's above-referenced failure.

All Work shall be carried on with due regard for the safety of the public, and Contractor shall maintain strict compliance with the appropriate provisions relating to control of traffic and pedestrians through work areas as set forth in the Manual on Uniform Traffic and Control Devices (current edition) as adopted by the Washington State Department of Highways. Property and streets adjacent to the Project site shall be kept free and clear at all times from accumulations of mud, dirt, gravel, rock, and other matter. Contractor will be responsible for daily and final clean up and disposal of refuse, waste, and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project site. Should the Port determine Contractor is not fulfilling its obligation in this regard, the Port reserves the right to take such action as may be necessary, and to charge Contractor with any costs that may be incurred in such remedial action.

15. Permits. Unless specified otherwise in the Contract Documents, the Contractor shall obtain and pay for all required permits, including the General Building Permit and any associated plan check fees, etc. The Contractor is to provide and pay for any required plan development and engineering, etc. required to obtain the needed permits. The Contractor shall pay for any and all inspections necessary for execution and completion of the Work.

16. Compliance with Laws: Contractor shall comply with all applicable laws in performing the Work, including, but not limited to, all federal, state, and local laws, regulations, codes, and standards that are applicable at the time Contractor performs Work.

17. Taxes and Temporary Functions: Contractor shall pay any and all federal, state, and municipal taxes, including sales taxes, if any, for which Contractor may be liable in carrying out this Contract. Contractor shall be responsible for all temporary functions associated with its Work,

including, but not limited to, lighting, wiring, protection, hoisting, scaffolding, rigging, flagmen, drinking water, storage, ventilation, and heat.

18. Dispute Resolution: This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in the Superior Court in and for Kitsap County. In the event that any party commences litigation against the other party relating to the performance, enforcement, or breach of this Contract, the substantially prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs, and any such fees or costs incurred on appeal. Both parties waive their right to a jury trial.

19. Non-Discrimination: The Contractor agrees that it shall not discriminate against any person on the grounds of race, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of any applicable federal, state or local law, code or regulation. In the event that the Contractor violates this provision, the Port may terminate this Contract immediately.

20. Independent Contractor: Contractor is an independent contractor and not an agent or employee of the Port.

21. Amendment: No modification, termination, or amendment of this Contract may be made except by written Contract signed by all parties.

22. Waiver: No failure by the Port to insist upon the strict performance of any covenant, duty, Contract, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, Contract, term or condition. Any waiver by the Port must be expressly made in writing and signed by the Port.

23. Captions: The captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

24. Survivability: All covenants, promises, and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

25. Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26. Neutral Authorship: Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract, in favor of or against the party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

27. Notice: All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to

have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the address provided in this Contract or to such other address as either party hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

28. Entire Contract: This Contract represents the final understanding of the parties. The entire agreement between the parties hereto is contained in this Contract and the exhibits hereto; and this Contract supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction.

This Contract is entered into as of the day and year first written above.

PORT OF BREMERTON

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

SAMPLE

EXHIBIT A
[CONTRACTOR'S BOND FORM]

KNOW ALL MEN BY THESE PRESENTS: That whereas the PORT OF BREMERTON has awarded to _____ (Contractor) hereinafter designated as the "Principal", a Contract for **[Project Name/Description]** all as hereto attached and made a part hereof, and whereas said Principal is required under the terms of said Contract to furnish a bond for the faithful payment and performance of said Contract:

NOW, THEREFORE, we the Principal and _____ a corporation, organized and existing under and by virtue of the laws of the State of _____, duly authorized to do business in the State of Washington, as Surety, are held and firmly bound unto PORT OF BREMERTON a municipal corporation of the State of Washington in the sum of: _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Principal and Surety agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

THE CONDITION OF THIS OBLIGATION IS SUCH that it shall remain in full force and effect until the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns:

- (i) shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract;
- (ii) shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, and conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, at the time and in the manner therein specified;
- (iii) shall pay all laborers, mechanics, subcontractors, and materialmen, and all parties who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, on his, her, or their part;
- (iv) shall defend, indemnify and save harmless the PORT OF BREMERTON, its officers and agents as required by said Contract; and
- (v) shall further defend, save harmless and indemnify said PORT OF BREMERTON, from any defect or defects in any of the workmanship or materials furnished by the Principal entering into any part of the Work or designated equipment covered by said Contract, which shall develop or be discovered within one (1) year after the final acceptance of such Work at which time this obligation shall become null and void.

Notwithstanding anything else herein, the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the Work shall not exceed the sum of (100% of the Contract sum) Dollars (\$_____).

Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. Surety hereby waives notice of any change, extension of time, alterations or additions to the terms of the Contract or the Work or to the specifications, provided that said changes, extensions, alterations and additions shall not increase the Surety's obligations under this bond by more than ten percent (10%) of the Contract price without written consent of the Surety.

PROVIDED, FURTHER, that no final settlement between the Port and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this bond and one (1) counterpart thereof to be signed and sealed by their duly authorized officers this ____ day of _____, 20__.

Principal

TWO WITNESSES:

By _____
Title _____

Attest: (If Corporation)
Corporate Seal

By _____
Title _____

Surety

By _____
Its _____

Name of Surety's agent and its local office address is:

Name _____

Address _____

