



## **Project Information**

**5650 Imperial Way Roof Replacement & Facility Improvements  
Port Project # 04-22-40003**

**November 22, 2021**

**Addendum I Added  
November 30, 2021**

**Addendum II Added  
December 3, 2021**

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## ***Section I - Proposal***

**PORT OF BREMERTON  
NOTICE OF INVITATION FOR PROPOSAL  
5650 Imperial Way Roof Replacement & Facility Improvements – Port Project # 04-22-40003**

**NOTICE IS HEREBY GIVEN** that the PORT OF BREMERTON is hereby seeking proposals for public works contract work for the roof replacement and facility improvements of a 20,000 square-foot manufacturing building located in the Olympic View Industrial Business Park (OVIBP) at 5650 Imperial Way, Bremerton, WA 98312.

**SCOPE AND NATURE OF WORK:** See Section II of this document. A Notice to Proceed for construction will not be issued until after January 1, 2022.

**PROPOSAL SUBMITTAL INFORMATION AND SITE VISIT:** Submit proposals by 1:00PM on December 7, 2021 in a sealed envelope to: Port of Bremerton, 5650 Imperial Way Roof Replacement & facility Improvements Project, 8850 SW State Hwy 3, Bremerton, Washington 98312. For a site visit, please contact Airport Manager Warren Hendrickson (360 813-0828 or Maintenance Lead Jim Garcia (360 265-3895.

**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.

- B. 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.

**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.

In determining "lowest responsible proposal," in addition to price and other factors outlined above, the following elements will be given serious consideration in determining the lowest responsible proposal:

1. The ability, capacity, and skill of the proposer to perform the contract or provide the service required,
2. The character, integrity, reputation, judgment, experience, and efficiency of the proposer,
3. The quality of performance of previous contracts,
4. The previous and existing public works contract law compliance,
5. The convenience and availability of service,
6. Such other information the Port may secure which has a bearing on the decision to award the contract,
7. Satisfactory check on Department of Labor and Industries Employer Account and current UBI Account.

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 the enclosed proposal form may be cause for rejection of proposal.

**PROPOSAL**

**5650 Imperial Way Roof Replacement & Facility Improvements – Port Project # 04-22-40003**

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

**LUMP SUM** \$ \_\_\_\_\_

**APPLICABLE STATE SALES TAX, Kitsap Co. 9%** \$ \_\_\_\_\_

**TOTAL PRICE (LUMP SUM PLUS TAX)** \$ \_\_\_\_\_

**ESTIMATED TIME OF COMPLETION AFTER NOTICE TO PROCEED** \_\_\_\_\_ days

**SEE SECTION II FOR "ADDITIONAL BID SUBMITTAL INFORMATION."**

**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.

**LIQUIDATED DAMAGES:**

It is agreed that Liquidated Damages, for failure to achieve completion for the phases of construction, shall be Three Hundred (**\$300.00 per day**) which will be levied for each and every calendar day by which the completion of the work is delayed beyond the time fixed for completion or extension thereof.

**PROFESSIONAL REFERENCES:**

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

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

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

PROPOSER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTRACTOR NO: \_\_\_\_\_ CONTRACTOR UBI 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.

## ***Section II – Scope and Description of Work***

### **Port of Bremerton**

#### **5650 Imperial Way Roof Replacement & Facility Improvements – Port Project # 04-22-40003**

Project Location: 5650 Imperial Way, Bremerton, WA 98312  
(Within the Olympic View Industrial Business Park)  
Current Tenant: SAFE Boats International

#### **General Overview – Scope of Work:**

Required Warranty: 20-year 100% Labor and Materials System Warranty  
Specifications: UL Class B External Fire Resistance  
FM I-90 Wind Uplift Classification  
Safety: Establish site specific accident prevention/fall protection and COVID-19 plans for project operations.  
Paint Color: Nucor Aztec Blue (IR.27 SRI 26) or Color Equivalent

1. Remove existing roof of 20,000 square foot building and replace with mechanically attached Thermoplastic Polyolefin Membrane (TPO) .060 mil in white color.
2. Remove all existing roof surround wood fascia and replace with painted fiber-cement siding (vapor retarder underlayment).
3. Remove all existing wood siding on building walls (blocked former garage door openings) and replace with painted fiber-cement siding (vapor retarder underlayment).
4. Paint all exterior blue painted metal doors to match new fiber-cement siding.

#### **Roof Replacement Specifications:**

- Broom clean all roof surfaces, remove existing perimeter metal coping, download, transport, and recycle or legally dispose of.
- The Port contemplates additional repair costs may be required to address deteriorated or unsuitable roof sheathing.
  - Cut and remove existing membrane from marked locations.
  - Inspect substrate for inconsistencies.
  - Notify owner of recommended replacements/repairs prior to closing and covering.
- Furnish and install 1x layer ½" EPS Rigid Board Insulation to all horizontal roof slopes, mechanically attach.
- Furnish and install 1x layer .060 mil TPO single-ply membrane (white) to all roof areas, mechanically attaching and fully hot air welding all seams, end-laps, penetration bases, etc.
- Terminate membrane 1" beyond outside edge of all exterior parapet walls, turn down outside wall, and mechanically attach.
- Provide Base flashings for:
  - (6) Vertical light/electrical posts.
  - (3) Gravity Exhaust openings.
  - (18) #24 Gauge TPO Clad 3" Drop Scupper drains.
  - (18) #24 Gauge TPO clad overflow scupper drains.
- Furnish and Install shop fabricated #24 Gauge, factory pre-painted perimeter coping metal to all perimeter edges, mechanically attach.

#### **Fascia/Siding Replacement Specifications:**

- Scope:
  - All perimeter fascia extending from roof line.
  - West exterior wall sections: 5
  - North exterior wall section: 1
  - East exterior wall section: 1
- Remove, download, and dispose of all existing exterior wood surround fascia wall cladding and underlying vapor sheets.
- Contractor option: Replacement materials may be prepainted prior to delivery to site or painted on site.
  - Exterior grade enamel paint to match owner-specified paint color above.
- Furnish and Install new vapor retarder underlay.
- Furnish and install 5/16" fiber-cement exterior wall cladding sheets to all vertical wall areas, mechanically attach with #10 d. class I corrosion resistant fasteners.
- Furnish and install 5'/4" x 10" exterior trim at upper edge of wall to match existing detail, mechanically attach.
- For exterior wall sections, provide 5'/4" x 4" Exterior grade trim to perimeter edges of window and door openings.

Door Repainting Specifications:

- Scope:
  - All exterior blue-painted metal doors/panels.
  - West-facing: 1 double door, 1 single door.
  - East-facing: At least 1, possibly 2, single doors/panels.
- Exterior grade enamel paint to match owner-specified paint color above.

Contractor will be responsible for securing any required permits through the City of Bremerton, Department of Community Development.

Roof Penetrations:

Properly flash all penetrations with approved TPO membrane accessories per manufacturer approved details.

Clean Up:

Clean up and haul away all resultant debris to legal landfill or waste transfer facility.

Additional Bid Submittal Information:

1. Submit cost of sheathing replacement (per 4' x 8' panel), if required, with proposal.
2. Specify whether fascia/siding will be prepainted or painted on site. If the latter and subcontracted, provide the name of the subcontractor.

## **Section IIa: Addendum I – November 30, 2021**

### **Port of Bremerton**

#### **5650 Imperial Way Roof Replacement & Facility Improvements – Port Project # 04-22-40003**

Project Location: 5650 Imperial Way, Bremerton, WA 98312  
(Within the Olympic View Industrial Business Park)  
Current Tenant: SAFE Boats International

This Addendum I modifies/augments Section II – Scope and Description of Work as follows:

#### General Overview – Scope of Work:

1. At contractor option, existing roof may be recovered rather than entirely removed and replaced.

#### Fascia/Siding Replacement Specifications:

- Major 90-degree HVAC power cables reside on the north wall fascia. At contractor option, alternatives to fascia replacement in this section to avoid temporary removal and reinstallation of these cables will be considered so long as the building's structural integrity, future maintenance needs, weatherproofing, and final appearance are satisfactorily addressed.
- Cables and a light fixture reside at the northwest corner of the west wall fascia. Bids will include the contractor's plan to address these cables/fixture during fascia replacement.
- Cables, fixtures, conduit, etc. no longer in active use may be permanently removed if desired to simplify construction and reduce cost.
- See photos next page...



West Fascia

HVAC



Northwest Corner  
West Fascia

Cables & Light  
Fixture



## **Section IIb: Addendum II – December 3, 2021**

### **Port of Bremerton**

#### **5650 Imperial Way Roof Replacement & Facility Improvements – Port Project # 04-22-40003**

Project Location: 5650 Imperial Way, Bremerton, WA 98312  
(Within the Olympic View Industrial Business Park)  
Current Tenant: SAFE Boats International

This Addendum II modifies/augments Section II – Scope and Description of Work as follows:

#### Proposal:

- Contractors may provide a single proposal for this project but must specify whether the existing roof will be recovered or will be replaced.
- Contractors, at their discretion, may also submit – in any order – two proposals, with one proposal specified for a roof recover and a second specified for a roof replacement.
- The Port has no preference for one option over the other and simply seeks the most economically viable and cost-efficient option.

#### General Overview – Scope of Work:

- The Port anticipates that either removal of the existing roof – OR – the cutting, displacing, and inspecting/repairing substrate at marked roof locations is considered a “Disturbance Activity” and therefore be subject to an AHERA survey prior to disturbance activities.
- Contractors should address this need (survey, sample lab analysis, and written report) and include this requirement and associated survey expense with the submitted bid proposal.
- Should hazardous materials be identified as a result of this survey, mitigation of same will be addressed via Change Order.

## ***Section III – Port Contract (Sample)***

### **Port of Bremerton**

#### **5650 Imperial Way Roof Replacement & Facility Improvements – Port Project # 04-22-40003**

Agreement made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between (*Enter Contractor Name*) of (*Enter City & State Where Contractor is Located*), referred to as Contractor, and Port of Bremerton, referred to as Port.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

#### Section 1. Responsibilities of Contractor.

In consideration of \$ (*Enter Bid Amount*), plus applicable taxes, Contractor shall perform as follows: (*Enter Scope of Work (or "Work as Described in Attached Invitation for Proposal")*)

#### Section 2. Independent Contractor.

Contractor is an independent agent, and not an employee of the Port of Bremerton. Contractor is registered and licensed with the State of Washington. Contractor covenants that it is fully bonded.

#### Section 3. Description of Premises.

The premises subject to this agreement are located in the Port of Bremerton's (*Enter Applicable Port Facility*).

#### Section 4. Time of Payment.

Payment under this contract shall be made within 30 days of receipt of invoice from Contractor. Retainage will be scheduled for release upon final acceptance of project by the Port and receipt of all required certificates.

#### Section 5. Place of Payment.

All payments to be made by the Port under this agreement shall be made to (*Enter Contractor Name*).

#### Section 6. Time is of the Essence.

Time is of the essence of this contract, and in case either party shall fail to perform the agreements on such party's part to be performed, at the time fixed for the performance of such respective agreements by the terms of this contract, the other party, at the election of such party, may terminate the contract.

#### Section 7. Furnishing of Bond.

Contractor agrees to execute and deliver to the Port 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 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 can be released as provided by law, whichever date is later.

#### Section 8. Insurance.

Contractor agrees to provide a certificate of 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.

Section 9. Hold Harmless Clause.

Contractor agrees to defend, indemnify and hold harmless Port of Bremerton, its appointed and elected officers and employees, from and against any and all liability, loss, cost, damage, and expense, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits for damages because of personal bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and on account of damage to property, including loss of use thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of Contractor or its employees' performance of this agreement or the negligence or willful acts of Contractor or its employees with attorneys approved by the Port of Bremerton.

Section 10. Prevailing Wages.

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.

Section 11. Non-discrimination Clause.

Contractor agrees not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of Contractor under this agreement, on the basis of race, color, religion, natural origin, ancestry, sex, or age. Violation of this provision, at the option of the Port, may be treated as a breach of this agreement.

Section 12. Termination.

The Port may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, either for the convenience of the Port or because of the failure of the Contractor to fulfill its contract obligations. In such case, the Contractor shall be paid for all work performed and reasonable expenses properly incurred in connection with the termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services and transfer title to all work performed at the time of termination to the Port.

Section 13. Binding Effect.

The covenants and conditions contained in this agreement shall apply to and bind the parties, heirs, legal representatives and assigns of the parties.

Section 14. Disavowal of Extraneous Representations.

Contractor has read and understands the whole of the above contract and states that no representation,

promise, or agreement not expressed in this contract has been made to induce such party to enter into it.

Section 15. Assignment.

Contractor shall not assign its rights and duties under this agreement without the prior written consent of the Port.

Section 16. Integration Clause.

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. There may be no modification of this agreement, except in writing, executed with the same formalities as this instrument.

Section 17. Severability Clause.

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be invalid, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Section 18. Default.

Should Contractor default in the performance of any of the terms and conditions of this contract, the Port at its option may terminate the same. Any performance bond secured by the Port may be retained.

Section 19. Notices.

Wherever in this agreement it shall be required or permitted that notice be given by either party to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

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

CONTRACTOR: Enter Contractor Name & Address

Section 20. Venue and Choice of Law Clause.

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Section 21. Warranty.

The Contractor agrees to indemnify and save harmless the Port from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the work in the agreement by the Port.

PORT OF BREMERTON

(ENTER CONTRACTOR NAME)

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Signature

---

Printed Name and Title

---

Date

---

Signature

---

Printed Name and Title

---

Date

---

UBI Number

---

WA State License Number

---

WA State Employment Security Acct Number

**Section IV – Photographs**

Aerial View



Street View



Front Entry





Rear View



Rear Siding



North Siding

