



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

Request for Proposal #04-24-40014-C  
Roof Overlay 5626 Imperial Way SW

Responses Due 5/7/24 at 2:00 PM (PDT)

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**I. PORT OF BREMERTON  
NOTICE OF INVITATION FOR PROPOSAL  
04-24-40014-C Roof Overlay 5626 Imperial Way SW**

**NOTICE IS HEREBY GIVEN** that the PORT OF BREMERTON is hereby seeking proposals for public works contract work for the construction of a roof overlay system heater replacement at 5626 Imperial Way SW.

**SCOPE AND NATURE OF WORK:** Construction consists of the construction of a roof overlay system for 5626 Imperial Way SW (known as OVIP 7) industrial warehouse building and the removal of exterior-installed heaters and the installation of new heaters on the interior of the building. The building is tenant-occupied so an appointment is required for a site visit. The port has an anticipated project cost of \$125,000 to \$175,000 for this project.

**PROPOSAL SUBMITTAL INFORMATION AND SITE VISIT:** Submit proposals by 2:00 PM on May 7, 2024 to: Port of Bremerton, James Goodman, Director of Property Development and Facilities, 8850 SW State Hwy 3, Bremerton, Washington 98312. Electronic proposals as accepted via e-mail to: [jamesg@portofbremerton.org](mailto:jamesg@portofbremerton.org) with cc: [ellena@portofbremerton.org](mailto:ellena@portofbremerton.org). Request a delivery and read receipt on electronically submitted proposals. Bid prices will be publicly read following the proposal submission deadline at [the Airport Conference Room at 8850 SW State Hwy 3](#).

For a site visit call James "Goody" Goodman, 360-813-0817, [jamesg@portofbremerton.org](mailto:jamesg@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 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 public works contracts or the Port of Bremerton.

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 the proposal. The Port has not published this solicitation on third-party websites. Publication of any question/answer lists or addenda will be issued on the Port's website <https://www.portofbremerton.org/bids-contracts> and it is the bidder's responsibility to check for published materials online.

## II. SCOPE OF WORK

### Work to be performed and additional information :

- The scope includes the installation of a metal-over-metal roof system at the Port of Bremerton's Industrial Park. Work completed at 5626 SW Imperial Way SW, Bremerton, WA 98312, approximately 12,500 sq. ft. (OVIP #7) The original roof was installed in 2001. The bidder must observe the existing roof conditions, materials, and designs.
- Roof overlay system must be metal roof "Roof Hugger" or approved similar alternate that is mechanically seamed to manufacturer specifications.
- The bidder is to verify the exact square footage and quantities of materials required to complete the scope of work and specifications for a metal roof overlay system.
- The scope also includes the removal and covering of 7 old skylights; additionally, insulation is required in those skylight spaces. The new system should include the required flute filler and vapor barrier as specified. Note: Additional insulation is not necessary between the old roof and the new overlay roof. The building's current internal insulation meets all the necessary standards.
- The scope includes the installation of 6-inch securely faceted gutters and downspouts to the new roof overlay system.
- 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: The project site does not offer the capability for a large amount of storage. An area nearby may be provided for material storage, and contractor parking is desired.
- Installation should take no longer than six weeks following the receipt of materials. 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. Work Hours will be from 7 am to 5 pm, Monday through Friday. No weekend work allowed
- Warranty—The product must include a minimum one-year manufacturer warranty and a twenty-year weather tightness and weatherization warranty, including labor.
- The scope also includes the removal, disposal, and covering of two large Roof-Top Heater Units. Additionally, insulation of those RTU spaces is required.
- **Alternate Bid 1** – Install four new gas heater units (minimum 70,000 BTU each) inside the building in place of the removed RTUs. Units can be installed in the building corners or on center beams/columns.

Bids received which omit an offer for Alternate #1 will be considered non-responsive. The Port reserves the right to award the base bid alone, the base bid plus alternate #1, or make no award in the best interest of the Port and available budget for the project.

Questions and requests for approved alternates are due by 4/24/24 by 4:30 PM. For approval of alternates, include a manufacturer brochure showing specifications for review.

## Location



## Front of Building





## Interior Photos



## Roof Exterior



**III. PROPOSAL FORM**  
**04-24-40014-C Roof Overlay 5626 Imperial Way SW**

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

BASE BID LUMP SUM \$ \_\_\_\_\_

(SALES TAX 9.2%) \$ \_\_\_\_\_

BASE BID W/TAX \$ \_\_\_\_\_

Calendar Days for Completion After Notice to Proceed \_\_\_\_\_ days

ALTERNATE #1 New Heaters & Installation (pre-tax) \$ \_\_\_\_\_

(SALES TAX 9.2%) \$ \_\_\_\_\_

ALT #1 W/TAX \$ \_\_\_\_\_

Additional Calendar Days (including equipment lead time) \_\_\_\_\_ days

**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 \_\_\_\_\_

(continued on next page)



(continued from previous page)

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.

# PROVEN RETROFIT SOLUTIONS



**LSI GROUP**<sup>INC.</sup>  
METAL BUILDING COMPONENTS

## METAL-OVER-METAL RETROFIT SOLUTIONS

Millions of Square Feet Installed Since 1991  
A Member of LSI Group, Inc.

# ROOF HUGGER<sup>®</sup>



**800-771-1711**  
[www.RoofHugger.com](http://www.RoofHugger.com)



# METAL-OVER-METAL RE-ROOFING

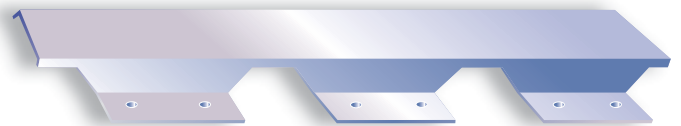
## What is Metal-Over-Metal Re-roofing?

Metal-over-metal re-roofing or retrofitting is the installation of a new long-life metal roof over the existing metal roof in a structurally correct, non-disruptive, and cost effective manner.



## BENEFITS:

- No more roof leaks
- No business interruption
- Significant time and money savings
- 60-Plus year new roof service life, lowest lifetime cost
- Allows easy upgrade from screw-down roof to standing seam roof
- Increased energy efficiency and reduced power consumption
- Comply with current and more stringent building codes
- Labor savings, fast project completion
- Perfect platform for adding renewable solar energy systems
- Tax Advantages:
  - IRS Section 179D tax deduction for qualified business property currently allows \$1 million deduction per qualified item up to \$2.5 million maximum per year.
  - This means the entire cost of retrofitting your old roof may be tax deductible. Check with your Tax Professional as these rules change annually.



Roof Hugger has "Hugged" over 90 Million square feet of existing metal roofs. With the multitude of available Hugger factory-notched profiles having grown to include virtually every old metal roof configuration, they have been installed throughout the United States, five foreign countries and elsewhere offshore. Our client list includes the Army, Navy, Air Force, Marines, Coast Guard, State and Private Schools, Departments of Transportation, Utility Companies, Car Dealerships, Mini Storage facilities, Port Facilities, Airports and more.

# FACTORY-NOTCHED SUB-PURLIN SYSTEMS

Roof Hugger Retrofit Sub-Purlins are zee-shaped structural members that are typically 10 to 12 feet in length. They are made from 16 Ga., 0.060" Min., 50 KSI structural grade G-90 galvanized steel and specifically notched to fit over the ribs of the existing metal roof panels. **This factory notching provides a correct "structure to structure" connection with the least possible increase in assembly height.**

In addition, our systems can add strength to the existing roof system thus assisting in offsetting the added weight of the new Metal-over-Metal roof components. **Roof Hugger sub-purlins can be fabricated for almost any existing metal roof panel profile including screw-down and standing seams and custom heights to accommodate for added insulation between the old and new roofs.**

## STANDARD PRODUCTS:

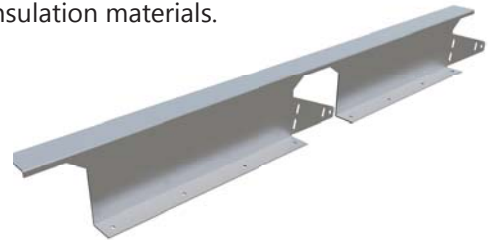
### Model C

1.83" tall Model "C" for typical 12" on center rib PBR or other custom sizes for 6"-12" o.c. ribbed panels.



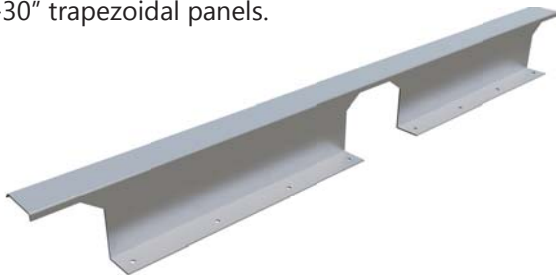
### Model T

4.5" Tall Model T for typical 24" on center rib trapezoidal standing seam panel mounted on standoff clips or other custom standing seam panel sizes 12" to 30" mounted on standoff clips. This part employs a patented "anti-rotational" arm to stabilize the Roof Hugger Framing System that is attached over compressible insulation materials.



### Model D

4.5" tall Model "D" for typical 24" on center rib Trapezoidal Standing Seams or other custom sizes for 12"-30" trapezoidal panels.



### Vertical Rib Standing Seam

2.75 Roof Hugger Sub-Purlin for Vertical Rib Standing Seam Panels typically from 12"-30" o.c. Also available for Vertical Ribs Systems installed with "Standoff Clips". Custom Sizes Available.



### Custom Sub-Purlin

Custom size Roof Hugger Sub-Purlin made to fit any specific corrugation and built to any specified height and flange dimensions (some limitations apply).



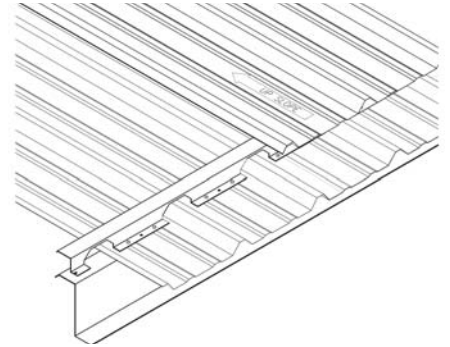
Our factory-notched sub-purlins can be fabricated to adapt to most panel rib spacing and height, special roof conditions or specific depths of new insulation. Refer to page 5 for more information.



# ROOF HUGGER SUB-FRAMING SOLUTIONS FOR VIRTUALLY ANY METAL ROOF

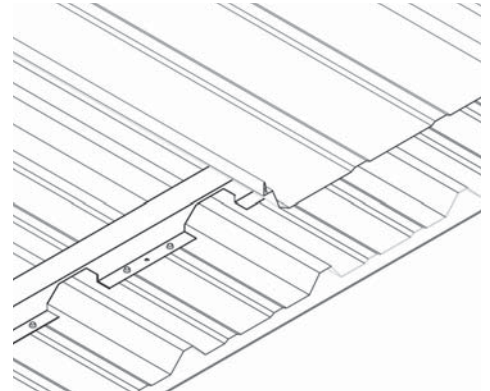
## "R" PANEL OVER "R" PANEL

The 12" o.c. ribbed "R" Panel is the most common existing panel on older metal buildings. Roof Hugger mass-produces a part that will fit most but not all existing "R" panel roofs. This part is an inventory item ready for immediate shipment. Thermal efficiency can be increased by ventilating the new cavity and/or adding insulation. Taller Huggers can be custom-produced to accommodate any new insulation depth.



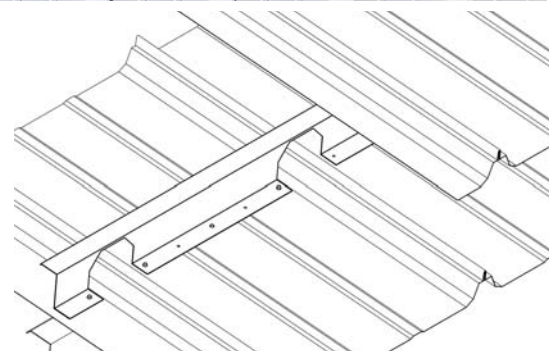
## STANDING SEAM OVER "R" PANEL

Another typical installation is a new standing seam panel roof installed over an old screw-down roof system. This upgrade eliminates the problems inherent with thru-fastened panels. Leaving the existing roof in place also eliminates the need for major bracing modifications to the existing purlin system to make it suitable for installing a new standing seam roof.



## STANDING SEAM OVER STANDING SEAM

Another common installation is a new standing seam panel installed over an existing standing seam roof system. Rib spacings vary from 12" to 30". Roof Hugger can produce a sub-purlin to fit any existing standing seam profile making retrofitting these roofs fast and easy.



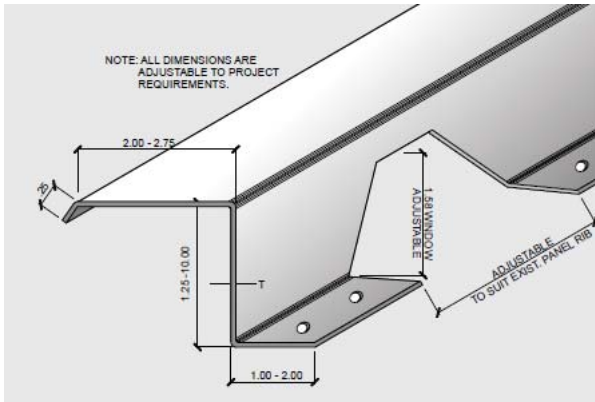
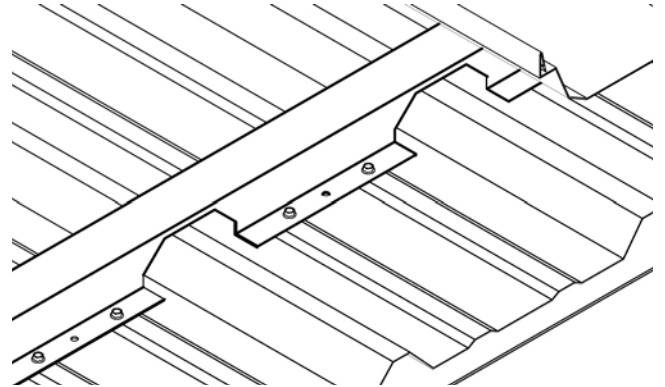


## Special Size Roof Huggers are NEVER a Problem!

Roof Huggers are made from 16 Ga., 0.060" Min., high strength, 50 KSI galvanized steel and produced by automatic computer controlled punching equipment. This allows us to easily control the flange size, opening sizes and fastener spacing.

**All dimensions can be specified individually to suit project needs.**

If you have a special condition such as adding a specific depth of rigid or fiberglass insulation; or a larger top flange for a special panel clip... just let us know, we can produce exactly what you need!



Typically, the Huggers are over cut 3/4" to 1" wider and about 3/8" to 1" taller than the existing ribs to allow for some "run-out" of the existing panel. Some panels however may need more clearance. Roof Hugger recommends that you measure the existing panels over a 10' to 20' distance to confirm the actual "In-Place" module of the existing roof panel ribs to insure an accurate part fit. We will provide job information forms to make measuring easy.

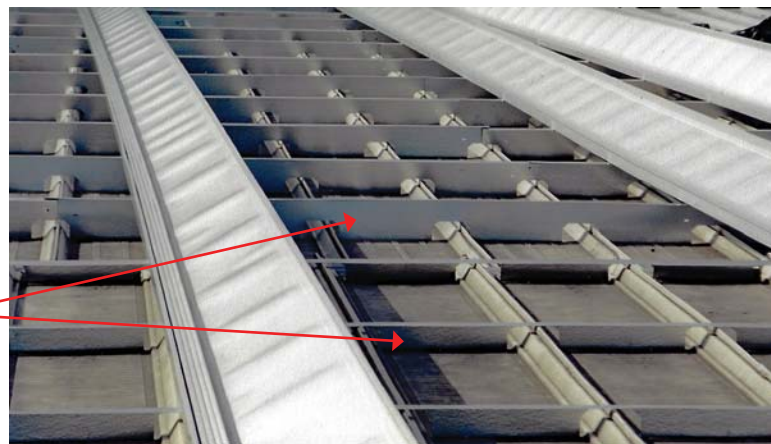
Roof Huggers are typically shipped in 10' to 12' lengths, as based on existing panel rib spacing. Longer lengths may be available upon request.



## Removing "Lean-To" Steps Made Easy

You can use TWO DIFFERENT SIZE Roof Huggers to remove troublesome roof steps created when a "lean-to" was added to an existing building. No more awkward flashings and closures. No more leaks and a beautiful roof, ALL ON ONE PLANE!

In the photo to the right, a 2" roof step was removed using 4-1/2" and 6-1/2" Roof Huggers



Using any 2 different height Roof Huggers to remove a roof step.

## CORRUGATED ROOF PANELS



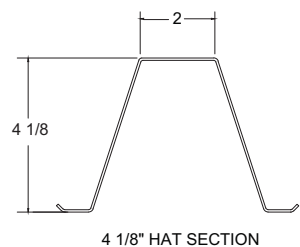
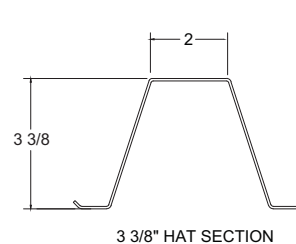
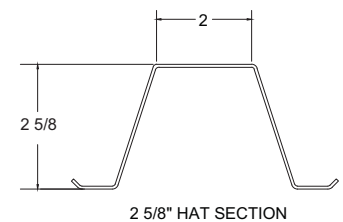
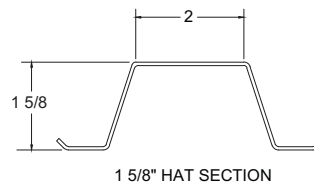
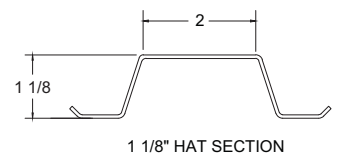
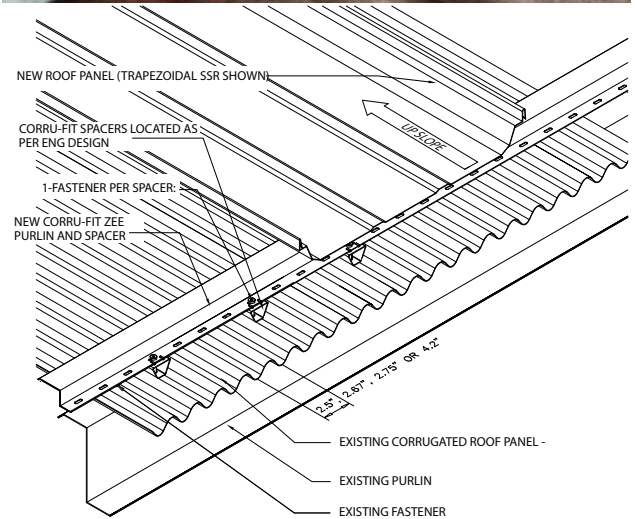
There are countless old corrugated roofs out there with 2.5", 2.67", 2.75" and 4.25" rib spacing as well as other ribbed type panels such as the 7.2 Industrial Rib roof panel. These roofs are commonly problematic because the rib spacing is typically inconsistent, thus not permitting a standard factory-notched Hugger sub-purlin to be used. With our CORRU-FIT sub-framing system, these roofs are easily retrofitted using a structural "Spacer" that is installed in the "Valley" of the corrugation or lowest part (pan) in order to receive a factory-slotted zee-shaped purlin. The best part is, only one special fastener is used to secure both the Spacer and the purlin to the existing roof purlin.

Height of the Spacer is subject to the depth of the existing roof panel rib. The Spacers are installed at intervals based on design requirements to meet wind uplift loads. All components of the system are made of structural grade, G-90 Galvanized steel. The special fastener is included with the system. CORRU-FIT has been laboratory tested for ASTM E-1592 wind uplift resistance.

## 16 GAUGE STRUCTURAL HATS

Our hat sections are structural grade framing members that can be used in a multitude of applications. They are used in some of our Metal-over-Metal applications when the new metal roof system requires additional framing at the roof's corner and edge zones.

- Lengths available from 6 to 21 feet
- 2-inch wide top flanges
- Available in five heights from 1-1/8" to 4-1/8"
- Roll-formed, structural grade, 16-Ga., 0.060" Min., 50 KSI, G-90 galvanized steel.





## SPECIAL CONSTRUCTION SOLUTIONS

### EXISTING FASTENERS

Typically the existing fasteners can remain. Most "R" panel roofs are installed with the fastener near the high rib of the panel. Even though the Roof Hugger may rest upon this fastener it will bend the base flange but not create a problem. Larger headed fasteners located in the center of the existing sheet pan can cause the Huggers' to roll or porpoise and those fasteners would need to be removed.



Existing fasteners usually do not have to be removed

### Standing Seam Roofs with Standoff Clips and Thermal Blocks:

Roofs with standoff clips and/or thermal blocking require special Huggers with anti-rotational arms and custom fasteners. Tell Roof Hugger if you have that condition to assure correct design and pricing.



New Trapezoidal standing seam being installed over an old Vertical Rib standing seam with stand-off clips.



### Roof Hugger has a special patented system to retrofit high-clip standing seam roofs.

These uniquely designed Roof Huggers represent the first and only re-roof sub-framing system specifically engineered to retrofit standing seam roofs originally installed with standoff attachment clips.

The Huggers employ unique fasteners that hold the part firmly on the pan of the existing panel but above the purlin while providing the needed structural attachment. The special patented "Anti-Rotational Arm" prevents the Huggers from pivoting on these fasteners and rolling up or down slope. The perfect solution to a difficult re-roofing project.

This system can also be useful in high snow load areas to help control drag loads on the panels.

### Standoff Clip & Thermal Blocking



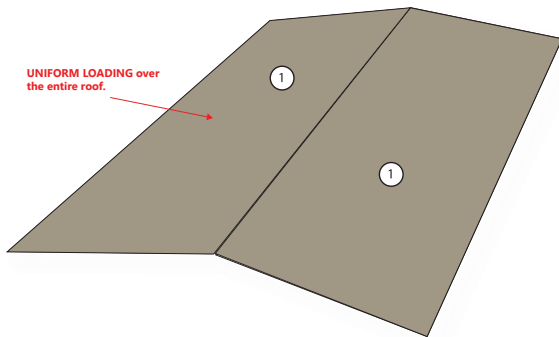
Typical standoff clip assembly for trapezoidal standing seam panel.

# ROOF DESIGN BASICS/CORNER-EDGE STRENGTHENING

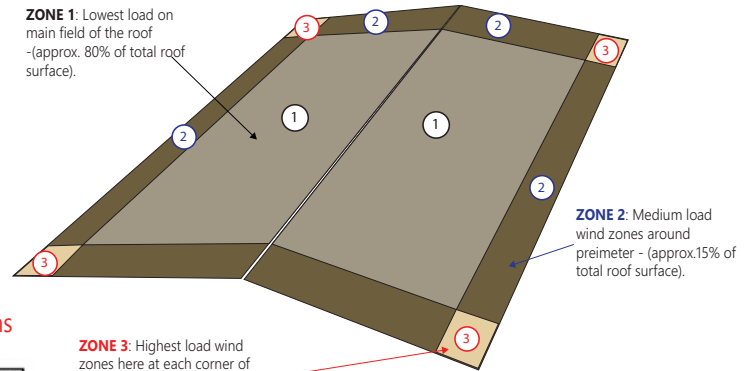
## Ever wonder why it is necessary to add framing in the corners and the edges of an older metal buildings when reroofing?

It is because of the differences in the Pre-2002 building code and the new building code. Old code buildings have roofs designed with a uniform loads unlike today's buildings.

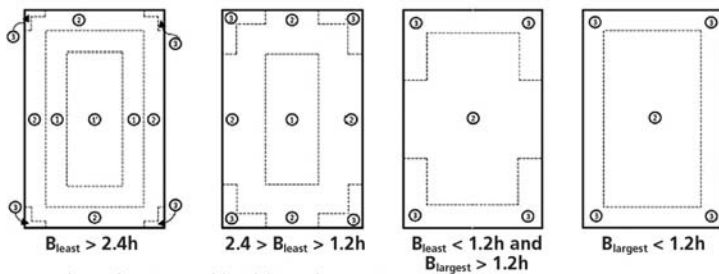
Older Building Code Roof Plan (1-1/2:12 Pitch or Less)



Current IBC 2015/ASCE 7-10 Building Code Roof Wind Zone Plan (1-1/2:12 Roof Pitch or Less), divides the roof into zones and each zone has its own design pressure.



Latest Version of IBC 2018/ASCE 7-16 Building Code Wind Zone Roof Plans



$B_{\text{least}}$  – least horizontal building dimension  
 $B_{\text{largest}}$  – largest horizontal building dimension  
 $h$  – mean roof height

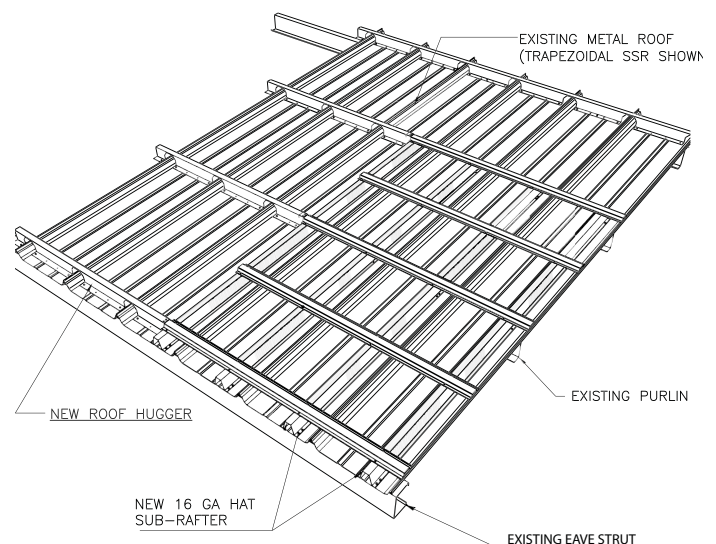
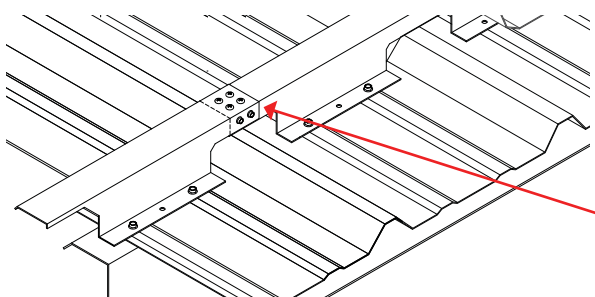
Although not widely adopted at this time, the 2018 IBC will further increase the number of roof zones for Wind and Snow loads. See drawings to the left.

**NEED HELP? CALL Roof Hugger, we will review the current building code in your area and estimate the wind and snow loading requirements. Third-party engineering is available to produce permit drawings and confirm all loads.**

## Roof Hugger has designed corner and edge framing on top of the existing roof panels to reduce the purlin spacing and correctly support the new panels to meet the higher design loads.

By using a combination of structural members running upslope (Sub-Rafters) and parallel to the existing purlins (Sub-Purlins) spaced to provide proper panel support, the proper loading is achieved. Once out of the high load zone we transition back to the easy to install Roof Hugger Sub-Purlins. In many cases where we have tested assemblies, the Sub-Rafters can be made to fit inside the Roof Hugger cutouts lowering the overall framing height and project cost. We call this system "Integral Framing".

**Roof Hugger sub-purlins have the ability to add strength to the existing purlins. This is important because most retrofit systems just add weight.**



This drawing shows how the Roof Hugger assembly is secured with our unique attachment system which typically strengthens the existing purlins. Roof Huggers strengthen the purlins allowing them to easily handle the additional retrofit weight.

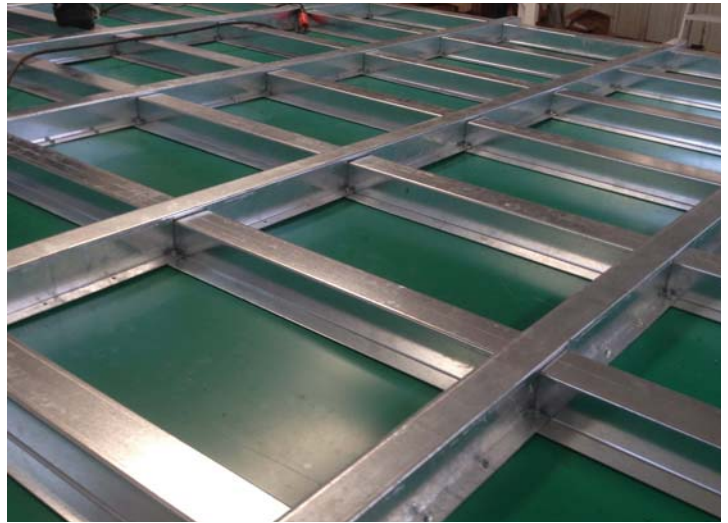


# WHY ROOF HUGGER IS THE SUPERIOR SUB-FRAMING SOLUTION

## TESTING - TESTING - AND MORE TESTING!



Prior to new panel installation for ASTM E1592 testing



Reinforced corner zone test assembly

## E-1592 TESTING OF STANDING SEAM PANELS OVER ROOF HUGGERS



ATSM E 1592 test with pressure being applied.



Testing after panel failure.

### OTHER ROOF HUGGER TESTING INCLUDES:

- Screw down over screw down panel systems
- Standing seam over standing seam systems
- Standing seam over screw down systems
- Reinforced gusseted systems
- Drag load testing
- Roll-over testing
- 9 Florida Product Approved Assemblies
- 1 Factory Mutual Tested Assembly
- Base load testing
- Diaphragm testing

### ROOF HUGGER IS SPECIFIED AND USED BY:

- United States Air Force, Army, Coast Guard, Corps of Engineers, Marine Corps, Navy and NASA with over 3-Million Square Feet of Facility Roofs
- State and Local Governments
- Port Authorities and Warehousing
- National Airlines and Local Aircraft Hangar Facilities
- Mini-Storage Complexes
- Churches and Education Facilities
- Utility Companies
- Retail Sales and Auto Dealerships

**When you compare retrofit framing systems, look at the test data. Calculated load capacity test data is not the same as ACTUAL laboratory test data for notched framing members.**



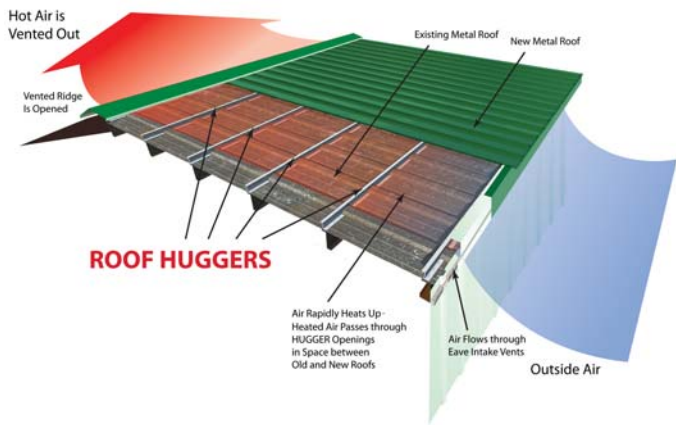
## ADDING INSULATION

When you install ROOF HUGGERS, the air space between the existing old roof and the bottom side of the new roof is well suited to install insulation for increasing the building's thermal resistance. This is a very effective and inexpensive measure to save those energy dollars. Case studies have shown between 21% to 25% reduction in heating and cooling cost per year. (Each case is different and depends on the building's occupancy and locale.)

**Typically, fiberglass blanket insulation of varying thicknesses is installed but many building owners and design professionals will opt for rigid insulation. Both examples shown.**



## HOW DOES ABOVE SHEATHING VENTILATION (ASV) SYSTEM DYNAMICS WORK?



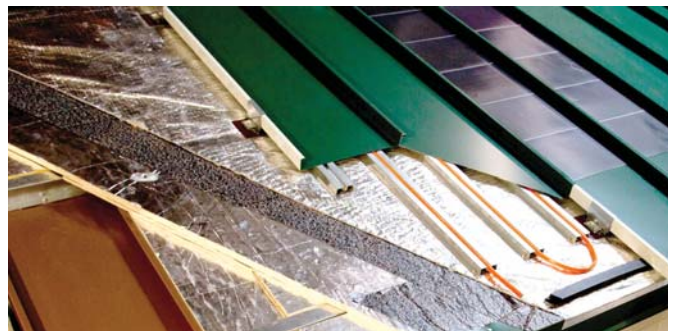
The above illustration represents a re-roofing assembly that employs both new insulation, radiant barrier and ASV dynamic ventilation for High-R systems with thermal resistance as much as R-50.

## ENERGY EFFICIENT RETROFIT ASSEMBLIES

Retrofitting a roof with Roof Hugger creates any number of possibilities for improving the energy efficiency of an existing building. The height of the Roof Huggers can be specified to accommodate any thickness of fiberglass or rigid insulation. Above sheathing ventilation can be incorporated, glycol tube heat recovery coils can be added, high efficiency tall clip standing seam panels can be used and bracket or laminate photovoltaic panels can easily be added on the new panels without panel penetrations. If photovoltaic systems are to be added, typical 40-60 year life metal roofing is the only roof system that will outlast the useful life of the photovoltaic panels. This eliminates the huge cost of photovoltaic removal, re-roofing and reinstallation of the photovoltaic system typically required at the 15-20 year mark for conventional roofing materials.



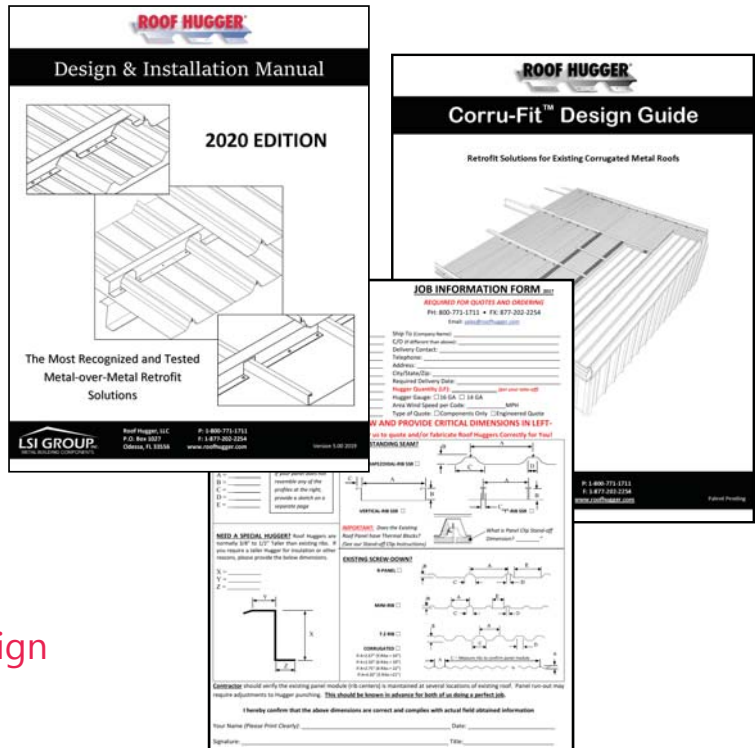
Above: Actual photo of Goodfellow AFB San Angelo, TX fully integrated retrofit roof system with mock-up photo shown below. The entire new roof assembly included a High R-Value insulation system (increased from R-19 to R-51.9), laminated solar photovoltaics for power generation and solar hot water system to furnish preheated water to building's boiler.



Expert Metal-Over-Metal Re-Roofing Information is at your Fingertips!

Download these to help you with your projects:

- Design and Installation Manuals
- Over 85 Auto CAD Construction Details
- Design Performance Specifications
- Videos and Past Project Photos
- Energy Efficient Retrofit Roofing
- Free AIA Accredited Webinars
- Free Sales & Installation Webinars
- Online Quote Requests
- Request a Budget Estimate
- Retrofit Do's & Don'ts
- Published News Articles
- Company specific sales programs and presentation



Request a Component or Preliminary Design Quote at [www.RoofHugger.com](http://www.RoofHugger.com)

WHAT OUR CUSTOMERS ARE SAYING ABOUT ROOF HUGGER SOLUTIONS...



"Installing Roof Huggers saves us the liability of opening up the roof and exposing our crew to that hazardous situation."

Buddy Kaul  
Metal Buildings and Supplies



"We have used Roof Hugger for many years and rely on their expertise for providing solutions when re-roofing over existing metal roofing"

Bill Chandler, Executive Vice-President  
Drexel Metals/Met-Fab  
Elkridge, Maryland







**The Leader in Retrofit Re-Roofing Solutions**

P.O. Box 1027 - Odessa, FL 33556

**800-771-1711**



**The Leader in Retrofit Re-Roofing Solutions**

HEADQUARTERS:  
142 Whitaker Rd.  
Lutz, FL 33549

MANUFACTURING PLANTS:

- Tampa, Florida
- Longview, Texas
- Kent, Washington
- Logansport, Indiana



[www.RoofHugger.com](http://www.RoofHugger.com)  
[sales@roofhugger.com](mailto:sales@roofhugger.com)

# TECH DATA

## Retrofit Roof Framing 13145

### -ROOF HUGGER™



#### 1. MANUFACTURER

ROOF HUGGER, LLC  
142 Whitaker Road  
Lutz, Florida 33549  
(800) 771-1711  
Fax: (877) 202-2254  
Email: sales@roofhugger.com  
Website: www.roofhugger.com

#### 2. PRODUCT NAME/DESCRIPTION

ROOF HUGGER Sub-Purlin System  
BASIC USE

ROOF HUGGER, established in 1991 is the original manufacturer of Structural Factory-Notched Sub-Purlins for existing sloped metal roofs.

As an innovator in "Metal-over-Metal" re-roofing systems, ROOF HUGGER has made numerous product and technological contributions to the industry and continues to offer the latest technology for retrofitting over existing metal roofs.

#### ADVANTAGES

- ROOF HUGGER Sub-purlins are installed on the exterior of the existing building so operations within can continue without interruptions during the retrofit process.
- ROOF HUGGER Sub-purlins are custom punched to the profile of the existing metal roof allowing for the maximum structure to structure connection of the framing members
- ROOF HUGGER Sub-purlins can be fabricated to any specific height from 1.25" tall up to 10" tall to accommodate any specified thickness of insulation.
- ROOF HUGGER Sub-Purlins have had extensive E-1592 performance testing
- ROOF HUGGER has several Florida Product Approved and FM approved assemblies.
- ROOF HUGGER Sub-Purlins have been demonstrated, in some cases, to add capacity to the existing purlins.
- ROOF HUGGER projects can be engineered on a "project specific" basis for installations requiring any non-standard condition to be addressed.
- ROOF HUGGER patented anti-rotational Sub-purlins can be used to address drag load conditions, points of fixity conditions and existing tall clip metal roof assemblies
- The cavity created by the ROOF HUGGER Sub-Purlins can be incorporated to add

insulation, thermal collection and above sheeting ventilation.

#### PRODUCT TYPES

- MODEL "C" – This part is 1.83" tall and designed to accommodate existing ribbed metal roofing panels with 1-1/2" or less major ribs spaced at 12" on center.



Model "C" Profile

- MODEL "D" – This part is 4.5" tall and designed to accommodate existing 24" o.c. Trapezoidal SSR metal roof panels that do not have tall clips and thermal spacers.



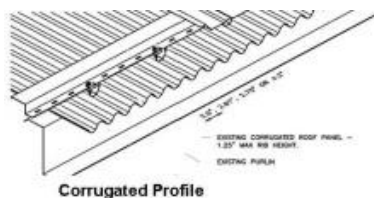
Trapezoidal Rib SSR Profile Model - D

- MODEL "T" – This part is 4.5" tall and designed with a patented anti-rotational arm to accommodate existing 24" o.c. Trapezoidal SSR metal roof panels that are installed with tall clips and/or thermal spacers.



SPECIAL 1.5 x 4.5 x 2 (Model T) FOR EXISTING TRAP SSR W/ TALL CLIPS

- CORRU-FIT® HUGGERS – This system is a 2.75" total height 2-piece assembly consisting of a 1.25" or 1.625" spacer mounted under a 1.625" or 1.125" respective Zee, with slots in the base flange specifically designed for corrugated roofs.



Corrugated Profile

- CUSTOM HUGGERS – This term refers to ROOF HUGGER Sub-Purlins that are produced to a non-standard panel profile or height to accommodate the project needs.

Custom Huggers are sometimes mixed with the above parts when conditions require.

#### 3. COMPOSITION & MATERIALS

ROOF HUGGER Sub-Purlin System base materials is minimum 50 ksi yield strength G-90 galvanized finished steel sheet per ASTM A-446 or A-570. Material is US Produced Steel 0.060" minimum material thickness 16 gauge tested to meet design loads. 14 gauge is also available as is stainless steel or other special materials.

#### 4. TECHNICAL DATA

##### APPLICABLE STANDARDS

American Iron and Steel Institute – AISI *Light Gauge Cold-Formed Steel Design Manual and American Society for Testing and Materials (ASTM)*

- ASTM A-446 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
- ASTM E-1592 Standard Test Method for Structural Performance of Metal Roof and Siding Systems by Uniform Static Air Pressure Difference
- Florida Product Approvals  
FL 9352-R-3 and FL 9352.1 – 9352.5

#### 5. INSTALLATION

##### PREPATORY WORK

Handle and store product according to ROOF HUGGER recommendations. Protect products from damage during transit and at project site. Store components in dry storage area to prevent exposure to moisture.

The installer must first locate existing purlins or joist. If the existing roof is an exposed fastener system, then this process will be completed easily due to the existing structural member fasteners being exposed. If the existing roof system is a standing seam roof, inspection from the underside of the roof will be necessary. This will permit the installer to locate the existing purlins or joist. In this case, the installer must transfer the location of these members to the topside of the roof. Refer to the requirements mentioned above concerning existing standing seam roofs with thermal spacers and stand-off clips.

##### METHODS

Install and anchor in accordance with the ROOF HUGGER erection documents. Locate and attach ROOF HUGGER Sub-Purlin members to existing roof secondary support purlins or joist with the engineered quantity of anchors. The anchors are to attach through the pre-punched pilot holes. Fasteners must satisfy minimum wind uplift loads as determined by the project specifications.



**PRECAUTIONS**

Do not overload roof structure with stored materials. Do not proceed with installation until unsatisfactory conditions have been corrected. Isolate dissimilar metals to minimize possibility of galvanic actions. ROOF HUGGER sub-purlins and related systems are not watertight prior to new roof panel installation. Schedule construction to cover framing as installed or seal all fastener penetrations. Some standing seam panels may experience "panel rumble" under certain conditions if installed without insulation. Consult panel supplier for their specific installation recommendations.

**BUILDING CODES**

Current data on building code requirements and product compliance may be obtained from ROOF HUGGER technical support specialists. Installation must comply with the requirements of all applicable local, state and national code jurisdictions.

**6. LIMITATIONS**

ROOF HUGGER Sub-purlins are intended to attach directly above and to the existing building secondary support members. These members are most commonly zee shaped purlins, steel bar joist or other types of framing. When these members exceed the maximum spacing as dictated by the new roof panel system, the ROOF HUGGER Sub-purlins must employ "sub-rafter" and/or "struts that span over the existing purlins. By doing this, the ROOF HUGGER Sub-purlins can be installed at mid-span conditions (between existing purlins).

**7. AVAILABILITY & COST**

**AVAILABILITY**

ROOF HUGGER services the United States, Canada, Guam, Mexico and the Caribbean through direct sales and licensees. Contact the manufacturer for more information.

**COST**

Budget installed cost information may be obtained from a local ROOF HUGGER service office.

**OFFERING**

ROOF HUGGER Sub-purlins are offered as a component part or on a project-by-project lump-sum basis. ROOF HUGGER does not provide engineering analysis for anchors. For product performance data, refer to Section 9 on this page.

**7. WARRANTY**

ROOF HUGGER issues a standard 1 year industry workmanship warranty. Additional warranty lengths are available upon request. In addition, test reports, technical bulletins and engineering data are available from the manufacturer upon request.

**8. MAINTENANCE**

Once the new roof has been installed, the ROOF HUGGER Sub-purlins require no maintenance.

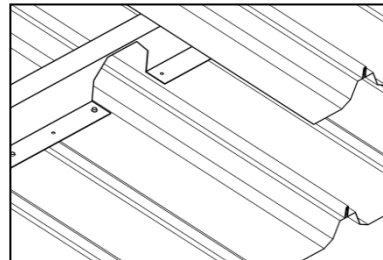
**9. TECHNICAL DOCUMENTS**

ROOF HUGGER's Design and Installation Guide is available for download at [www.roofhugger.com](http://www.roofhugger.com). This manual contains specifications, applications and product information including complete installation details. CAD details are also available for download on the website.

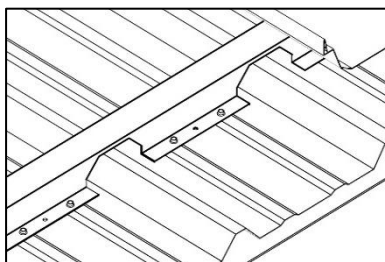
**10. TECHNICAL SERVICES**

Technical assistance and preliminary design load estimates are available at no charge upon request. Additional assistance and information is available from the manufacturer upon request.

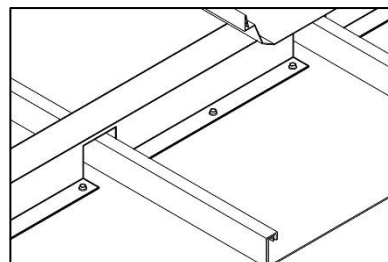
The illustrations and photos below show some of our standard profile sub-purlin systems.



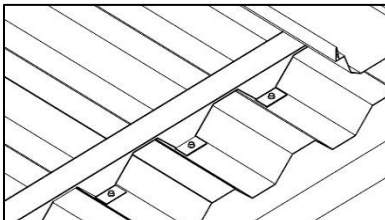
ROOF HUGGER Sub-purlin for existing Trapezoidal Rib standing seam panels with new Trapezoidal Rib SSR.



Model "C" ROOF HUGGER Sub-Purlin System installed over existing exposed fastener Ribbed Panel with new Trapezoidal Rib SSR. Also, available for existing 6" to 10" rib spacing.



ROOF HUGGER Sub-purlin for existing Vertical Rib standing seam panels with new Trapezoidal Rib SSR.



ROOF HUGGER Sub-purlin for existing exposed fastened 7.2" Ribbed Panels with new Trapezoidal Rib SSR (see photo to right).



Photo of 7.2" Rib as shown in illustration to Left



## 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-XXXXX] 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 (1<sup>st</sup>) 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 \_\_\_\_\_  
\_\_\_\_\_