



INFORMAL BID 2020-112

Kitsap County Public Works Department Roads Division

Demolition of House and All Other Structures/Improvements located at 3180 SE Salmonberry Road SE, Port Orchard WA

Mandatory Site Visit: Thursday, March 5, 2020 @ 1:00 p.m.

Response Deadline: Tuesday, March 17, 2020 @ 3:00 p.m.

PROJECT DESCRIPTION

Kitsap County Public Works/Roads Division (the County) is seeking bids from qualified contractors to demolish and dispose of all materials located at 3180 SE Salmonberry Road, Port Orchard, Washington 98366.

SCOPE OF WORK

The Contractor will provide all labor, equipment, and materials to demolish the existing house and all other structures/improvements located on-site. The Contractor will be responsible for hauling away all materials/debris associated with the demolition. This demolition includes removal of the foundation and all other concrete slabs. Additionally, all vegetation on the property should be removed and the property cleared to grade with dirt and any erosion control materials required through permitting. The Contractor will be responsible for removal of the fencing bordering the north and east property lines. The Contractor will also be responsible for removing the remaining septic system, which was decommissioned in 2013 (records included as Attachment B). All other utilities have been disconnected.

Total square footage is as follows:

- House was originally built in 1941 and is approximately 1,608 square feet
- Attached garage is approximately 676 square feet
- Carport is approximately 240 square feet
- One large Shed
- One small shed

Work includes obtaining all appropriate permits and the Contractor will always exercise their rights herein according to the requirements of all applicable statutes, orders and regulations of any public authority having jurisdiction.

An Asbestos Report prepared by KCB Environmental and dated August 19, 2019 is provided as Attachment A of this bid package. Contractor will be responsible for abatement of the asbestos materials prior to demolition.

Work must be done with minimal disruption to surrounding properties Monday through Friday between the hours of 8:00 a.m. to 4:00 p.m.

MANDATORY SITE VISIT

A mandatory site visit will be held on Thursday, March 5, 2020. The site visit will begin at 1:00 p.m. The House is located at 3180 SE Salmonberry Road, Port Orchard, Washington 98366. A company representative must attend for said company to bid. Directions are provided in this Attachment C.

Photographs are allowed and encouraged during the site visit. The site visit is expected to take approximately one (1) hour.

All questions and answers will be transcribed by a County representative and included in an Addendum to be published as described below. If information pertaining to the question(s) is readily available during the Q&A session, answer(s) will be provided to all attendees and transcribed as stated above. If information is not available during the Q&A session, the question will be transcribed as stated above and the answer will be included in the Addendum to be published as described below.

QUESTIONS

After the site visit, additional questions regarding this solicitation and/or the scope of work must be submitted in writing via email by March 12, 2020 no later than 3:00 p.m. and should be directed to:

Vicki Martin, Buyer
Kitsap County Administrative Services
vmartin@co.kitsap.wa.us

Responses to all questions received at site visit and via email will be published as an Addendum to this solicitation on or before March 16, 2020 by 4:30 p.m. and posted on the County's website (<https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>). Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure that they received responses to questions if any are issued.

NOTICE TO CONTRACTORS

All work shall be in accordance with the plans, specifications, and other contract documents as administered by the Kitsap County Project Manager or their designee. Contractors for this project must comply with all applicable government and local agency requirements, including the Davis Bacon Act or Washington State Prevailing Wage Rate Laws, whichever is higher.

Workers of all contractors, subcontractors, and lower tier subcontractors on all County public work projects, as the term public works is defined by Revised Code of Washington (RCW) 39.040.010, shall be paid the "prevailing rate of wage" including "usual benefits" in kind and not by a cash payment in lieu of such usual benefits, as those terms are defined by Chapter 39.12 RCW.

The successful contractor is responsible for obtaining and completing all required government forms and submitting them to the proper authorities with a copy to the County. Proposers must be a licensed contractor and submit a photocopy of their valid Washington State Contractor's Registration and a copy of their current Certificate of Liability insurance.

Per RCW 39.04.350; RCW 39.06.020, contractors are required to have prevailing wage project experience or completed contractor training through Washington State Department of Labor & Industries (L&I) to bid on public works projects. Contractors are exempt from this training requirement if the company has been in business with an active Unified Business Identifier (UBI) number for 3 or more years **AND** have performed work and submitted all required L&I documents on 3 or more public works projects. For information on contractor training or to verify contractor status, contact L&I (<https://secure.lni.wa.gov/home/>).

All bid proposals shall be accompanied by a bid bond deposit of 5% of the total bid to be received in the form of a surety bond, certified check, or cashier's check. Should the successful bidder fail to enter into such contract and furnish a "performance bond" meeting necessary requirements within the time of contract signing, the bid bond deposit shall be forfeited.

For contracts of one hundred fifty thousand dollars or less, at the option of the contractor the County may, in lieu of the performance bond, retain fifty percent (50%) of the contract amount for a period of thirty (30) calendar days after date of final acceptance, or until receipt of all necessary releases from the Washington State Department of Revenue and Department of Labor and Industries and settlement of any liens. See RCW 39.08.010.

Contract Binding Option:

_____ Surety Bond (Performance Bond)
_____ Retain 50% of Contract Amount per RCW 39.08.010

SUBMITTAL REQUIREMENTS

- County Bid Sheet
- Certificate of Compliance with Wage Payment Statutes
- Certificate of Contractor's Registration
- Certificate of Liability Insurance

Each bid proposal shall be completely sealed in a separate envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project plainly written on the outside of the envelope.

Questions regarding the bid process should be directed to Vicki Martin at 360.337.4788 or purchasing@co.kitsap.wa.us.

PROPOSAL SUBMITTAL

Prospective bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the Kitsap County Purchasing office on or before the bid opening date and time.

Two (2) copies of the bid must be submitted. The bid number, the date and time of the response deadline, and the name and address of the respondent shall be clearly shown on the outside of the envelope. Bids received after the specified date and time will automatically be rejected and will not receive any further consideration. Postmarked, faxed or e-mailed bids will not be accepted.

Please submit by mail to:
Vicki Martin, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR

For hand deliver, express, or courier:
Vicki Martin, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
614 Division Street
Port Orchard, WA 98399

Bids will be accepted no later than 3:00 pm on March 17, 2020

All costs for bid preparation incurred by the proposer, whether they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the proposer.

Kitsap County reserves the right to reject any or all responses for good cause, to waive any informality in any response, and to delete certain items listed in the informal bid as set herein.

Respondents are advised that all bids will likely be rejected if the lowest, responsible bid received exceeds the user department's budget. In the event all bids are rejected for this

reason, this project will be deferred for re-advertising until a more competitive situation exists, or until the department's requirements are reduced.

**INFORMAL BID 2020-112
BID SHEET**

**Demolition of House and All Other Structures/Improvements located at
3180 SE Salmonberry Road SE, Port Orchard WA**

The undersigned Contractor proposes to provide all labor, material, equipment, permits, and filing fees for the project scope of work.

ITEM	PRICE
Labor, Material, and Equipment	
Permits and Filing Fees	
Sales Tax (9.0%)	
Total Cost	

This bid is made in accordance with the published description of work and warrants, receipt of which is hereby acknowledged, and is offered in accordance with Invitation for Bid authority by the Kitsap County Purchasing Office.

Bidder

Company Name (Print)

Company Address

City, State Zip Code

Phone

Company Tax ID Number

Contact Person

Name (Print)

Signature

Title

Email

Date

ADDENDA RECEIPT

Receipt of the following addenda to the subject solicitation documents is hereby acknowledged:

Addendum Number	Date of Receipt of Addendum	Signed Acknowledgement
_____	_____	_____
_____	_____	_____
_____	_____	_____



CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that within the three-year period immediately preceding the bid solicitation date (10/29/19), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name (Print)

Signature of Authorized Official*

Name (Print)

Title

Date

City, State

Check One:

Sole
Proprietorship

☐

Partnership

☐

Joint Venture

☐

Corporation

☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate office accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

ATTACHMENT A
(Asbestos Report)



KCB ENVIRONMENTAL SERVICES

PHONE: (360)830-5022
CELL: (360)271-8252

EMAIL: Skyler@kcbes.com
P.O. BOX 829
SEABECK, WA. 98380

CERTIFIED *AHERA* ASBESTOS INSPECTION

KITSAP COUNTY

August 9th, 2019
3180 SE Salmonberry Road, WA
Port Orchard, WA



Prepared for:
Kitsap County Public Works
614 Division Street. MS - 26
Port Orchard, WA 98366

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Attachments which may be included:

*0	Site location maps
*1	Photos
*2	Notification forms
*3	Lab analysis
*4	Field reports
*5	Chain of Custody forms
*6	Certifications
*7	Print outs
*8	Miscellaneous information

001. Regulatory Compliance

This inspection satisfies the current regulation WAC 296-62-07707 that requires building owners to conduct an inspection before any repair, remodel, or demolition can be performed where asbestos may be disturbed (Chapter 49-17 RCW) and...

Puget Sound Clean Air Agency (PSCAA) Regulations, Article 4 of the Asbestos Control Standards Section 4.02 (a) Asbestos Survey Requirements; “It shall be unlawful for any person to cause or allow a renovation unless the property owner or the owner’s agent determines whether there are suspect asbestos containing materials in the work area and obtains an asbestos survey of any suspect asbestos containing materials by an AHERA Building Inspector. An AHERA Building Inspector is not required for asbestos surveys associated with the renovation of an owner-occupied, single family residence.

- (1) If there are no suspect materials in the work area, this determination shall either be posted at the work site or communicated in writing to all contractors involved in the renovation.
 - (2) It is not required that an AHERA Building Inspector evaluate any material presumed to be asbestos containing.
 - (3) Except for renovations of an owner-occupied, single family residence, only an AHERA Building Inspector may determine that a suspect material does not contain asbestos.
 - (4) A summary of the results of the asbestos survey shall either be posted by the property owner or the owner’s agent at the work site or communicated in writing to all persons who may come into contact with the material.
- (b) Requirements for Demolition

It shall be unlawful for any person to cause or allow any demolition unless the property owner or the owner’s agent obtains an asbestos survey by an AHERA Building Inspector of the structure to be demolished.

- (1) It is not required that an AHERA Building Inspector evaluate any material presumed to be asbestos containing material...
- (2) Only an AHERA Building Inspector may determine that a suspect material does not contain asbestos.
- (3) A summary of the results of the asbestos survey shall either be posted by the property owner or the owner’s agent at the work site or communicated in writing to all persons who may come into contact with the material.

Section 4.04 (a) Removal of Friable Asbestos Prior to Renovation or Demolition. Except as provided in Section 4.06c of this Regulation, it shall be unlawful for any person to cause or allow any demolition or renovation that may disturb friable asbestos-containing-material or damage a structure so as to preclude access to friable asbestos containing material for future removal, without first removing all friable asbestos-

containing material in accordance with the requirements in this regulation. *Notification is required for demolition's involving structures with a projected roof area greater than 120 square feet, even if no ACM is present.*

Friable, asbestos-containing material need not be removed from a component if the component can be removed, stored, or transported for reuse without disturbing or damaging the asbestos.

It shall be unlawful for any person to cause or allow the burning of any facility for fire training without removing all asbestos-containing materials prior to burning. This includes both friable and nonfriable ACM.

Section 4.05 Procedures for Asbestos Projects. Training Requirements

It shall be unlawful for any person to cause or allow any work on an asbestos project unless it is performed by persons trained and certified in accordance with the standards established by the Washington State Department of Labor and Industries, the federal Occupational Safety & Health Administration (OSHA), or the United States Environmental Protection Agency (whichever agency has jurisdiction) and whose certification is current. “

This certification requirement does not apply to asbestos projects conducted in an owner-occupied, single family residence performed by the resident owner of the dwelling.

AHERA (Asbestos Hazard Emergency Response Act) regulation requires this inspection to include the identification of Friable and Non-Friable ACM in

- (1) Surfacing Materials,
- (2) Thermal System Insulation, and
- (3) Miscellaneous Materials: to delineate homogeneous areas and to sample or “Presume” all materials located.

Friable ACM is thought to release fibers into the air more readily, however, many types of Non-Friable ACM can become airborne if disturbed. Additionally, the condition of the material will be graded and the potential for future damage assessed.

The number of samples required is specified in the AHERA Rule (40 CFR 763.86) as follows:

Surfacing Materials: (SM)

- 3 samples per homogeneous area of less than 1000 square feet,
- 5 samples for greater than 1000 but less than 5000 square feet,
- 7 samples for greater than 5000 square feet.

Thermal System Insulation: (TSI)

- 3 samples from each homogeneous area that is not “Assumed” to be asbestos,
- 1 sample per each patched area, and as determined by the inspector for tees, elbows or valves.

Miscellaneous Materials: (MM) Sample in amounts determined sufficient by the inspector.

Friable asbestos is material that can be crumbled, pulverized or reduced to powder by hand pressure. Non-Friable asbestos can become Friable by sanding, grinding, sawing, or other mechanically induced means.

EPA (Environmental Protection Agency) regulates asbestos above 1%, as determined using the method specified in Appendix A, Subpart F, 40 CFR (Code of Federal Regulations) Part 763, Section 1, by Polarized Light Microscopy (PLM).

In the case of <1% asbestos is found in a material, WISHA enforcement staff must assess that the basic asbestos work practice requirements as given in WAC 296-62-17712(2), particularly use of wet, non-aggressive methods and prompt clean up. Vacuums used must be HEPA filtered. Worker training must include asbestos awareness and hands on training as given in WAC 296-62-07722(5). Respiratory protection must be based on overall dust levels. A competent person must be assigned and trained under the requirements of WAC 296-62-07728.

In renovations, owners of a single family residence, non-multiple dwelling unit, may remove their own asbestos. See Puget Sound Clean Air's website for instructions and how to dispose.

In demolitions all asbestos is to be removed by an asbestos contractor.

These agencies regulate asbestos in these counties: (Washington State)

- Puget Sound Clean Air Agency (PSCAA) King, Kitsap, Pierce, Snohomish
- Olympic Regional Clean Air Agency (ORCAA) Jefferson, Clallam, Mason, Thurston, Pacific, Grays Harbor
- Southwest Clean Air Agency (SWCAA) Lewis, Clark, Wahkiakum, Cowlitz, Skamania
- Yakima County Clean Air Authority (YCCAA) Yakima
- Northwest Air Pollution Authority (NAPA) Whatcom, Skagit, Island
- Douglas County Clean Air Commission, Douglas
- Grant County Clean Air Authority, Grant
- Tri Counties Air Pollution Control Authority, Benton, Walla Walla, Franklin
- Spokane County Air Pollution Control Authority (SCAPCA) Spokane
- Washington Department of Ecology, (DOE) Stevens, Ferry, Okanogan, San Juan, Chelan, Kittitas, Klickitat, Columbia, Garfield, Asotin, Adams, Lincoln, Pend Oreille

A fee must be paid, and the Notice of Intent filed, and be submitted prior to renovation or demolition of a building.

There is a required waiting period after filing a notification before work can begin. (Mandatory 10 days for all demolition's) Calendar or working day wait is stipulated by each regulatory agency's policy.

Further information regarding compliance may be obtained at our office.

It is unlawful for the owner or the owner's agent to remove asbestos in excess of 10 linear feet or 48 square feet per year, per structure, unless the building is an owner-occupied, single family private residence.

Washington State law requires asbestos that is left in place, be in good repair and maintained at regular intervals. Maintenance should be documented.

References:

WAC 296-62-077 Asbestos, Tremolite, Anthophyllite & Actinolite
WAC 296-65-001 Asbestos Removal & Encapsulation
NESHAP Asbestos Regulations 40 CFR 61 Sub Part M
PSCAA Regulation III Article 4
AHERA Model Accreditation Plan / AHERA Final Rule 40CFR 763
OSHA 29 CFR Parts 1910
US EPA Guidance for Controlling Friable ACM in Buildings
US EPA ACM in School Buildings, A Guidance Document Part 1&2
US EPA Asbestos Waste Management Guidance (Office of Solid Waste) US EPA
Reporting & Recordkeeping Requirements for Waste Disposal 11-90
US EPA Asbestos in the Home, A Homeowners Guide 6-88
United States Environmental Protection Agency; The Asbestos Informer

All federally recognized Tribal Lands have the option of reporting to the local air pollution control agency or to the United States Environmental Protection Agency when undertaking asbestos projects. There is no fee with the latter.

002. Asbestos Definition

“Asbestos” includes Chrysotile, Amosite, Crocidolite, Tremolite asbestos, Anthrophyllite asbestos, Actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

Chrysotile is the most commonly used type of asbestos in North America, known as “white asbestos”, the only mineral in the serpentine group of asbestos minerals. The word “asbestos” (Greek - not extinguishable) was first recorded in the first century AD, although the substance was known as early as the second century BC. 75% of the world’s asbestos is mined in Quebec.

Exposure to asbestos fibers can cause asbestosis, various cancers and the deadly mesothelioma which is an inoperable cancer of the chest and abdominal linings. Because there is no known safe level of exposure to asbestos, all exposure should be avoided.

Asbestos was used in the United States in over 3600 different building materials and while it is possible to suspect that a material contains asbestos, actual determination can only be made by instrumental analysis.

Sample List of Suspect Asbestos Containing Materials

- Cement Siding/Wallboard/Cement asbestos pipes
- Window putty
- Vinyl Floor Tile/Vinyl Wall Coverings
- Vinyl Sheet Flooring/backing and adhesives
- Vermiculite attic insulation
- Construction Mastics/Joint Compounds/Spackling/Caulking/Putty
- Acoustical and Decorative Plaster
- Textured Paints and Coatings
- Ceiling Tiles and Lay-in Panels/“popcorn” ceiling texture
- Spray-on Insulation/Duct & Boiler Insulation
- Blown-in Insulation/Wiring Insulation
- Fireproofing Materials/Cooling Towers/Base Flashing
- Taping Compounds/Chalkboards/Roofing Shingles
- Packing Materials (Walls/Floors)
- Gaskets/Drywall/Roofing Felt
- Laboratory Hoods/Gloves/Table Tops
- Fire Blankets/Fire Curtains /Fire Doors
- Heating & Electrical Ducts/ Pipe Insulation

003. Sampling Protocol

This survey addresses Friable and Non-friable suspect asbestos containing materials to meet NESHAP 40 CFR 61 (National Emissions Standards for Hazardous Air Pollutants) requirements for renovation and/or demolition activities.

When suspect ACM is observed our technicians are trained and proficient in gathering samples by approved industry standards. All samples are then analyzed by an independent EPA-approved NVLAP/ NIST/AIHA accredited lab that participates in the PAT program according to 29 CFR 1910.1001, (j) (8) (ii)(A&B).

The samples are analyzed using PLM with dispersion staining to estimate the percentage of asbestos composition by volume.

Samples in which less than 1% of asbestos mineral is detected is designated as “None Detected” (ND) or “No Asbestos Detected” (NAD).

Random samples are gathered of each homogeneous suspect ACM identified during a visual search. A series of samples are gathered (according to the 3-5-7 AHERA Rule) and are read at the lab for a positive result. If positive, no other samples are read of that material; if the sample is negative of asbestos content, the other samples are studied. All samples gathered must be reported negative for the material to be considered “None Detected”.

The laboratory analysis of all bulk sampling is included in this report and intended to be an integral part of the inspection data.

Guidelines require laboratories reading asbestos samples to read all materials which are included in the submitted sample (tile, mastics, vinyl’s, adhesives, leveling compounds, etc.). Because we frequently submit a “layered” sample, we may not sample mastics/adhesives separately as we feel this would be redundant and cause confusion in the interpretation for our clients and also result in costlier lab fees. Therefore, the number of samples gathered will not always result in the same number of sample results received from the lab.

Not all laboratories are qualified to analyze asbestos. The lab must be NVLAP certified, participating in the PAT Program of the Federal government.

004. Survey Methodology / Limitations

Site reconnaissance was conducted by a Certified AHERA Building Inspector, in accordance with 40 CFR Part 763 Appendix C, who is familiar with the probable uses and locations of suspected Asbestos Containing Building Materials (ACBM). In addition to a visual walk through, effort is expended to disclose prior uses of the facility, age, and characteristics of construction, and other information which helps determine the potential presence of suspected ACBM.

This inspection report is the written opinion of a qualified Certified AHERA Building Inspector and is based on conditions visible at the time of the site visit. This report does not constitute a warranty of any kind. Although extensive searches are conducted, there remains a remote possibility that asbestos in some form may lie undetected within the structure; under a floor, inside a duct, behind a wall, or buried in the ground. No degree of demolition was authorized or performed.

Some printed materials may be included in this report strictly for educational purpose.

Estimated dimensions quoted in this report are approximate estimates for location awareness of the materials and are not intended to be accurate for bidding. The Abatement Contractor should check all measurements by site visit.

No portion of this report should be removed from its entirety; copies can be made by folding back the pages. This report should remain on file for future reference regarding this structure.

In older structures, it should be noted for personal safety, that most window putty did contain asbestos, and that in the process of removing the putty to repair a pane, some individual contamination would most likely occur. Such windows should be removed with the glass intact and disposed of as a unit.

When flooring is considered suspect of asbestos content, the mastic should always be treated as suspect as well, and should never be chipped, sanded or scraped until tested to determine if asbestos is present.

All questions pertaining to this report should be directed to our office for immediate response.

Field notes are included in this report for their interpretive value. Photo's if taken are included for identification.

Sample readings resulting in less than one percent (<1%) will not be recorded as asbestos because this amount is unregulated, therefore not considered asbestos (ACM).

Our services have been executed in accordance with generally accepted practices within the limitations of scope, schedule, and budget; no other conditions are expressed or implied.

This report does not expire as long as all repairs and remodeling activities after the inspection has been performed are conducted using new materials (not inventoried or used) certified asbestos free; and this action is carefully documented.

Because materials are being imported into the United States from China, which can contain asbestos, all suspect materials must be tested to ascertain whether or not asbestos fibers are present. There no longer is a “cut off” date from the year that the U.S. stopped the manufacturing of ACM for residential use that we can rely on.

This document is protected by the Copyright Act of 1979 under Title 17 of the United States Code. Under no circumstances can this report be used unless it has been financially compensated for, nor can it be re-printed without express authorization from this firm.

005. Site Specification:

This Certified AHERA Building Inspection has been authorized by the owner, Kitsap County Public Works at 3180 SE Salmonberry Road in Port Orchar.

The site investigation was performed on August 9th, 2019 on this single family, two-story home with vinyl siding and composition roofing.

The suspect materials were collected wet, and sealed into 2mil poly lab pouches and were shipped by Priority Mail to our preferred asbestos-specific NVLAP Laboratory for analysis using Polarized Light Microscopy.

(10) Sample(s) were collected for analysis, here are the categories:

- Sheet Vinyl
- Vinyl Tile
- Plaster
- Drywall and Taping Mud

“Suspect Material” is defined as any building material that has ever been documented as containing asbestos fibers or materials that closely resemble those that have.

This report was prepared for the exclusive use of Kitsap County Public Works and their agents or representatives for specific application to this site. If new information is developed through excavations, borings or other studies, this inspector should be retained to re-evaluate the conclusions of this report and provide amendments as needed.

006. Summary:

The local Clean Air Agencies require a 10 day wait prior to asbestos abatement of a commercial or other than owner-occupied structures; and requires the 10 day wait for all demolitions. **A demolition permit must be purchased from PSCAA whether or not asbestos was identified attached to your structure.**

It is required to file your Notice of Intent with Puget Sound Clean Air Agency online at www.pscleanair.org and you may phone them for more information at; 206.689.4058. Payment of the Notice of Intent will only be accepted by credit/debit card.

We suggest you retain this document for as long as you own this property (or hold contract to work on it) to verify your compliance to the asbestos standards in place at this time.

If there are any questions, please feel free to contact this inspector:

Skyler Taylor, Certified AHERA Building Inspector #BI/R-NES-08-13-15-01

KCB ENVIRONMENTAL SERVICES
P.O. Box 829 – Seabeck, WA 98380
360.830.5022

COMPENDIUM OF LOCATED ASBESTOS-CONTAINING MATERIALS

3180 SE Salmonberry Road
Port Orchard, WA

After due diligence was exercised in the investigation of this single-family home, these were the materials that were identified to contain asbestos fibers:

Sample #2. 193 Sq. Ft. of Brown Sheet Vinyl in the Kitchen and Dining Room.

Layer #2 of Sample #2. Yellow Adhesive on the same floor.



Results continued on the next page...

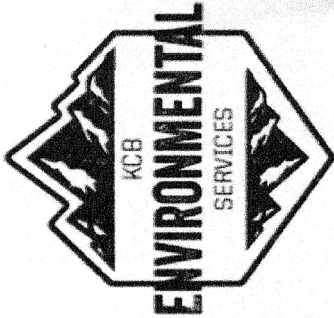
Sample #4. 109 Sq. Ft. of Gray Vinyl Tile in Bedroom #1.
Layer #2 of Sample #4. Black adhesive on same floor.



Skyler Taylor, Certified AHERA Building Inspector #BI/R-NES 08-13-15-01

FIELD REPORTS – LABORATORY FINDINGS

K C B Environmental Services



FIELD REPORT

KCB Environmental Services

P.O. Box 829
Seabeck, WA 98380
Phone: (360) 830-5022 Mobile: (360) 271-8252
Email: Skyler@kcbes.com

Page 1 of 1

PROJECT NAME: KITSAP County Public Works
INSPECTOR: Skyler Taylor # BI/R-NES-08-13-15-01
Site Address: 3180 SALMON BERRY

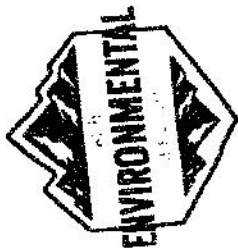
SIGNATURE: [Signature]

DATE: 9/9/19 DESCRIPTION: S/E VINYL SIDING, Comp Roof CONTRACTOR: _____

SAMPLE IDENTIFICATION	FUNCTIONAL SPACE	HOMO AREA	AHERA CAT	MATERIAL TYPE	FRIABLE YES/NO	MATERIAL AMOUNT	CONDITION G/D/SD	POTENTIAL DAMAGE	REASON DAMAGE	MATERIAL COLOR	OTHER LOCATION	COMMENTS
1 3180 SALMON	KIT	1	MM	SV	*FUD	7.5X 11.5	SD	HIGH	DEMO	GREEN	DINING	TOP LAYER ON 1/4" PLY
2	"			"	"	"				BROWN	DINING	MIDDLE LAYER ON PB
3	"			VT	N	"				GRAY	DINING	FUD ON FF = 8.5X13
4	BED 1			VT	N	11.5X 9.5				GRAY		ON FIBERBOARD
5	LIVING		SM	PLASTER	Y	17X16				WHITE	UPSTAIRS	
6	"			"	"	"				"		
7	DINING			"	"	8.5X 13				"		
8	BED 1		MM	DRYWALL	N	11.5X 9.5				WHITE	KIT	
9	UPSTAIRS BATH	2		SV	*FUD	4X5				BEIGE		
10	UPSTAIRS BED	2		VT	N	9X15				BROWN	HALL	= 7.5X15 + 7.5X8.5

*FUD=Friable Upon Demolition - SM=Surfacing Material - MM=Miscellaneous Material - TSI=Thermal System Insulation - SV=Sheet Vinyl - VT=Vinyl Tile

CHAIN OF CUSTODY



KCB Environmental Services

CLIENT: KITSAP COUNTY PUBLIC WORKS

PROJECT: 3180 SALMON BERRY

AHERA INSPECTOR: Skyler Taylor

CERTIFICATION # BI-NES-08-21-14-01

Submitted to: ANALYTICAL SERVICES, ONTARIO, CA.

P: (360)830-5022 E:

C: (360)271-8252

PO Box 829, Seabeck, WA 98380

SAMPLE NAME	MATERIAL	SAMPLE DESCRIPTION	DATE	TIME	SAMPLE TYPE: BULK	SAMPLE TYPE: AIR	ANALYSIS REQUIRED
1 3180 SALMON	SHEET VINYL	GREEN	8/12		PLM		RUSH
2	"	BROWN					
3	VINYL TILE	GRAY					
4	"	GRAY					
5	PLASTER	WHITE					
6	"	"					
7	"	"					
8	DRYWALL MUD SHEET VINYL	WHITE					
9	VINYL TILE	BELGE					
10		BROWN					

08/19/19

Special Instructions _____

☐ UPS - Please Fax/Email a copy of Chain of Custody w/ sample results

☐ FedEx

☒ Priority Mail

Delivered by [Signature]

Date 8/12/19 Received by [Signature]

Released by _____

Date 8/15/19

Analytical Services

Client: Skyler Taylor
KCB
PO Box 829
Seabeck Wa 98380

Project: 3180 SALMON BERRY

Report #: 0819079
Date of Receipt: 08/15/2019
Report Date: 08/15/2019
Date of Analysis: 08/15/2019

Client #	Sample Location	Material Description	Detection		Composition	
1-3180 SALMON		LAYER 1 Sheet Vinyl, Green, Non-homogeneous, Fibrous-Rubbery, Non-Friable	None Detected		Cellulose Fiber	20%
					Non-Fibrous Material	80%
		LAYER 2 Adhesive, Yellow, Homogeneous, Resinous, Non-Friable	None Detected		Non-Fibrous Material	100%
2-3180 SALMON		LAYER 1 Sheet Vinyl, Brown, Non-homogeneous, Fibrous-Rubbery, Non-Friable	Chrysotile	10%	Cellulose Fiber	10%
					Non-Fibrous Material	80%
		LAYER 2 Adhesive, Yellow, Homogeneous, Resinous, Non-Friable	Chrysotile	2%	Non-Fibrous Material	98%
3-3180 SALMON		LAYER 1 Vinyl Tile, Gray, Non-homogeneous, Fine Grained, Non-Friable	None Detected		Non-Fibrous Material	100%
		LAYER 2 Adhesive, Clear, Non-homogeneous, Resinous, Non-Friable	None Detected		Non-Fibrous Material	100%
4-3180 SALMON		LAYER 1 Vinyl Tile, Gray, Non-homogeneous, Fine Grained, Non-Friable	Chrysotile	2%	Non-Fibrous Material	98%
		LAYER 2 Mastic, Black, Non-homogeneous, Resinous, Non-Friable	Chrysotile	2%	Non-Fibrous Material	98%
5-3180 SALMON		Plaster, White, Non-homogeneous, Granular, Non-Friable	None Detected		Non-Fibrous Material	100%

Analytical Services

Client: Skyler Taylor
KCB
PO Box 829
Seabeck Wa 98380

Report #: 0819079
Date of Receipt: 08/15/2019
Report Date: 08/15/2019
Date of Analysis: 08/15/2019

Project: 3180 SALMON BERRY

Client #	Sample Location	Material Description	Detection	Composition
6-3180 SALMON		Plaster, White, Non-homogeneous, Granular, Non-Friable	None Detected	Non-Fibrous Material 100%
7-3180 SALMON		Plaster, White, Non-homogeneous, Granular, Non-Friable	None Detected	Non-Fibrous Material 100%
8-3180 SALMON		LAYER 1 Mud, White, Homogeneous, Chalky, Non-Friable	None Detected	Non-Fibrous Material 100%
		LAYER 2 Drywall, White, Non-homogeneous, Chalky-Fibrous, Non-Friable	None Detected	Cellulose Fiber 10% Non-Fibrous Material 90%
9-3180 SALMON		LAYER 1 Sheet Vinyl, Beige, Non-homogeneous, Fibrous-Rubbery, Non-Friable	None Detected	Cellulose Fiber 20% Non-Fibrous Material 80%
		LAYER 2 Adhesive, Yellow, Homogeneous, Resinous, Non-Friable	None Detected	Non-Fibrous Material 100%
10-3180 SALMON		LAYER 1 Vinyl Tile, Brown, Non-homogeneous, Fine Grained, Non-Friable	Chrysotile <1%	Cellulose Fiber 2% Non-Fibrous Material 97%
		LAYER 2 Adhesive, Yellow, Homogeneous, Resinous, Non-Friable	None Detected	Non-Fibrous Material 100%

Analytical Services

Client: Skyler Taylor
KCB
PO Box 829
Seabeck Wa 98380

Report #: 0819079
Date of Receipt: 08/15/2019
Report Date: 08/15/2019
Date of Analysis: 08/15/2019

Project: 3180 SALMON BERRY

Client #	Sample Location	Material Description	Detection	Composition
----------	-----------------	----------------------	-----------	-------------

ASBESTOS TYPES:

Chrysotile, Crocidolite, Anthophyllite, Tremolite, Amosite, Actinolite

The samples listed above were suspect of containing asbestos. A result of "Non Detect" means a thorough search using appropriate techniques was conducted and no type of asbestos was discovered. Samples submitted to this facility will be disposed of unless the client requests the samples be returned. Reports will be archived for a period of no more than 3 years. The analysis performed is in accordance with EPA 600/M4-82-020 and EPA 600/R-93/116. Test results apply only to the samples submitted. It is not our policy to distribute the customer's information without the written consent of the customer. The test report shall not be reproduced except in full, without the written approval of the laboratory. This report may not be used by the above client to claim product certification, approval or endorsement by NIST, National Voluntary Laboratory Accreditation Program or the Federal Government.

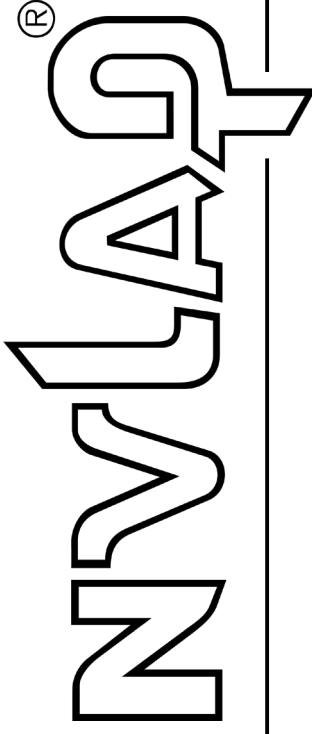


Shawn Kearney
Laboratory Director / Analyst



Angela Kearney
President

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200670-0

Analytical Services
Rancho Cucamonga, CA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2019-04-01 through 2020-03-31

Effective Dates



A handwritten signature in blue ink, appearing to read "Peter S. Lander".

For the National Voluntary Laboratory Accreditation Program

AHERA

BUILDING INSPECTOR REFRESHER CERTIFICATE

This is to certify that

Skyler Taylor

has attended and satisfactorily completed all requirements to
maintain accreditation as an AHERA Building Inspector in
accordance with the Toxic Substance Control
Act Title (Section 206) and 40 CFR 763.

Accreditation No. BI/R-NES-091018-07

Course Date: September 10, 2018

Valid through: September 10, 2019

NOW Environmental Services, Inc.
34004 – 9th Avenue South, Suite # 12
Federal Way, Washington 98003
(253) 927-5233

Patricia "PJ" Journey
Patricia "PJ" Journey

**ATTACHMENT B
(Septic Records)**



**KITSAP PUBLIC
HEALTH DISTRICT**

345 6TH STREET, SUITE 300
BREMERTON, WA 98337-1888
(360) 337-5235

**ONSITE SEWAGE SYSTEM
INSTALLATION PERMIT**

KPHD USE ONLY

Memo No:
467635

Fee's Paid:
387.⁰⁰

Issue Date:
5/15/13 *PK*

A. BUILDING SITE INFORMATION

Building Site Address - Street, City, Zip Code:

3180 SE SALMONBERRY ROAD PT. ORCHARD 98366

Assessor Tax Account No.:

4808-001-001-0201

BSA Memo No.:

557955

Building Permit No.:

B. OWNER INFORMATION

Name:

ERIC BOWKER

Phone #:

360-990-0008

E-Mail:

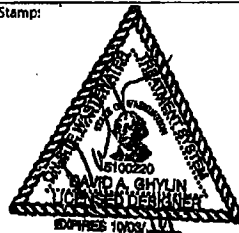
Owner Mailing Address - Street, City, State, Zip Code:

3180 SE SALMONBERRY ROAD PT. ORCHARD WA 98366

C. PERMIT TYPE INFORMATION FOR ONSITE SEWAGE SYSTEM

Construction:	System:	Occupancy:	Size:
<input type="checkbox"/> New <input type="checkbox"/> Modification <input checked="" type="checkbox"/> Repair <input type="checkbox"/> Component <input type="checkbox"/> Tank(s) Only <input type="checkbox"/> Connection Only <input type="checkbox"/> Curtain Drain	<input checked="" type="checkbox"/> Standard <input type="checkbox"/> Alternative <input type="checkbox"/> Other: <input type="checkbox"/> Horizontal/ Vertical Waiver	<input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Multi Family <input type="checkbox"/> Commercial <input type="checkbox"/> Public	Number of Units: <u>1</u> Number of Bedrooms: <u>4</u> Daily Design Flow (GPD): <u>480</u>

D. INSTALLER / DESIGNER INFORMATION

INSTALLER	DESIGNER / ENGINEER
Name / Company: Ron Henley Septic I agree to adhere and conform to the requirements of Kitsap County Board of Health Ordinance 2008A-01, follow and abide by the approved Building Site application or plan for the construction of this system, and / or any specified instructions from the Designer. <i>Ron Henley</i> Signature of Certified Installer or Homeowner Date: 5-15-13 Contact Phone Number: 360-816-6104	License Stamp:  I certify that the property site and soil conditions are conducive and suitable to install the onsite sewage systems pursuant to the approved plan and Kitsap County Board of Health Ordinance 2008A-01 Contact Phone Number: 360-830-9699 Date: 5-2-2013

Designer Comments Or Conditions:
Hooked to Sewer
9/30/13 MED

E: HEALTH OFFICER DECISION

Name of Inspector:	Signature:	Approval Date:
Comments/Conditions:		

SEE ATTACHED RECORD OF CONSTRUCTION FOR DETAILS

Kitsap Public Health District

SewageDisposalPermitV09152011

* Sewer *

3180 Salmonberry



RECEIVED

SEP 27 2013

345 6TH STREET, SUITE 300
BREMERTON, WA 98337-1866
(360) 337-5235

MED

**Certification for Use or
Abandonment Of Existing Tank**

KITSAP PUBLIC
HEALTH DISTRICT

Official
Use Only

Submittal Date:

Memo #:

467635

A. SITE INFORMATION

Site Address - Street, City, Zip Code

3180 SE Salmonberry Rd. POA Orchard

Assessor Tax Account Number:

4808-001-001-0201

B. CONTRACTOR INFORMATION (KCHD Certified Personnel)

Certified Company:

Ron Hemley Septic

Phone Number:

360-876-6104

C. TANK CERTIFICATION (Check all fields that apply)

TANK 1 - CERTIFICATION FOR: ☐ USE ☒ ABANDONMENT

Tank Type: _____

Tank Size: _____ gallons

Compartments: ☐ One ☐ Two

Baffle(s) condition verified as in good condition?: ☐ Yes ☐ N/A

Does the Tank have a minimum of 6" of cover? ☐ Yes ☐ No

Risers have been installed to grade (required:): ☐ Yes

Tank has been tested and certified as water tight on _____ Date

Comments:

Hooked to
sewer

TANK 2 - CERTIFICATION FOR: ☐ USE ☐ ABANDONMENT

Tank Type: _____

Tank Size: _____ gallons

Compartments: ☐ One ☐ Two

Baffle(s) condition verified as in good condition?: ☐ Yes ☐ N/A

Does the Tank have a minimum of 6" of cover? ☐ Yes ☐ No

Risers have been installed to grade (required:): ☐ Yes

Tank has been tested and certified as water tight on _____ Date

Comments:

D. ACKNOWLEDGEMENT & SIGNATURE

I certify that (1) the information contained in this tank certification is true and accurate to the best of my knowledge, (2) the tank has been tested to be water tight and in good working condition; or that (3) the tank has abandoned per requirements of Kitsap County Public Health.

Signature

Name Printed

Date

Daryl Hemley

Daryl Hemley

9-26-13

VOL. 15 Pg. 146

SE Sammonberry Road

LINE

S 88°10'32" E 5308.48'

LISA Miller lot B
360-440-5551

REBAR FOUND S 27°44' W 0.04'
FROM CORNER POSITION PER
THIS SURVEY.

PLATTED RIGHT-OF-WAY MARGIN

S 88°10'32" E 150.00'

REBAR FOUND N 29°22' E 0.07'
FROM CORNER POSITION PER
THIS SURVEY.

TEMPORARY DRAINFIELD EASEMENT
PER SHORT SUBDIV. No. 6291.

A
(SEE NOTE 3.)

REBAR FOUND N 1°20' E 0.10'
FROM CORNER POSITION PER
THIS SURVEY.

S 88°10'32" E 110.00'

REBAR FOUND S 78°08' W 0.07'
FROM CORNER POSITION PER
THIS SURVEY.

B
BLOCK 1
"SOUTH SIDNEY"

U.S. WEST COMMUNICATIONS EASEMENT
(A.F. No. 9110180159). SEE DETAIL.

REBAR FOUND 0.08' NORTH
OF LINE PER THIS SURVEY.

S 88°10'32" E 175.00'

SE Colvea Avenue

S 88°10'32" E

SECTION LINE

N 20°58' E 2664.88'

Jackson Avenue SE

1, C, C, F, A

R T A

30

8'

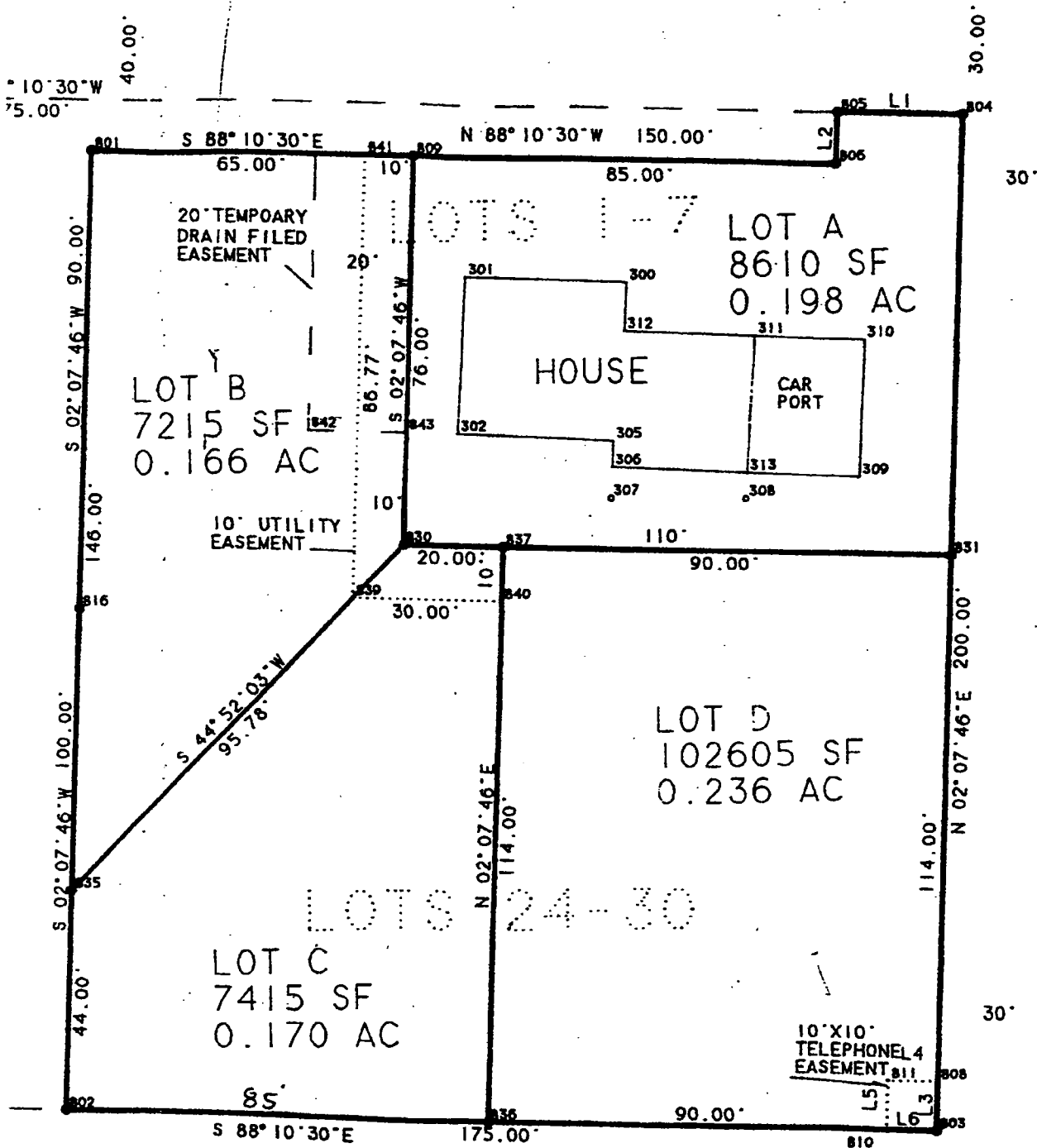
Kitsap Public Health District

BERRY ROAD

N 88°10'39"W K.C. (R)

S 2°08'05"W
K.C. (R)

FOUR
MON
E 1/4



JACKSON AVE.

S 02°07'46"W (M)
2664.73' (M)

S 2°07'50"W 2664.78 K.C. (R)

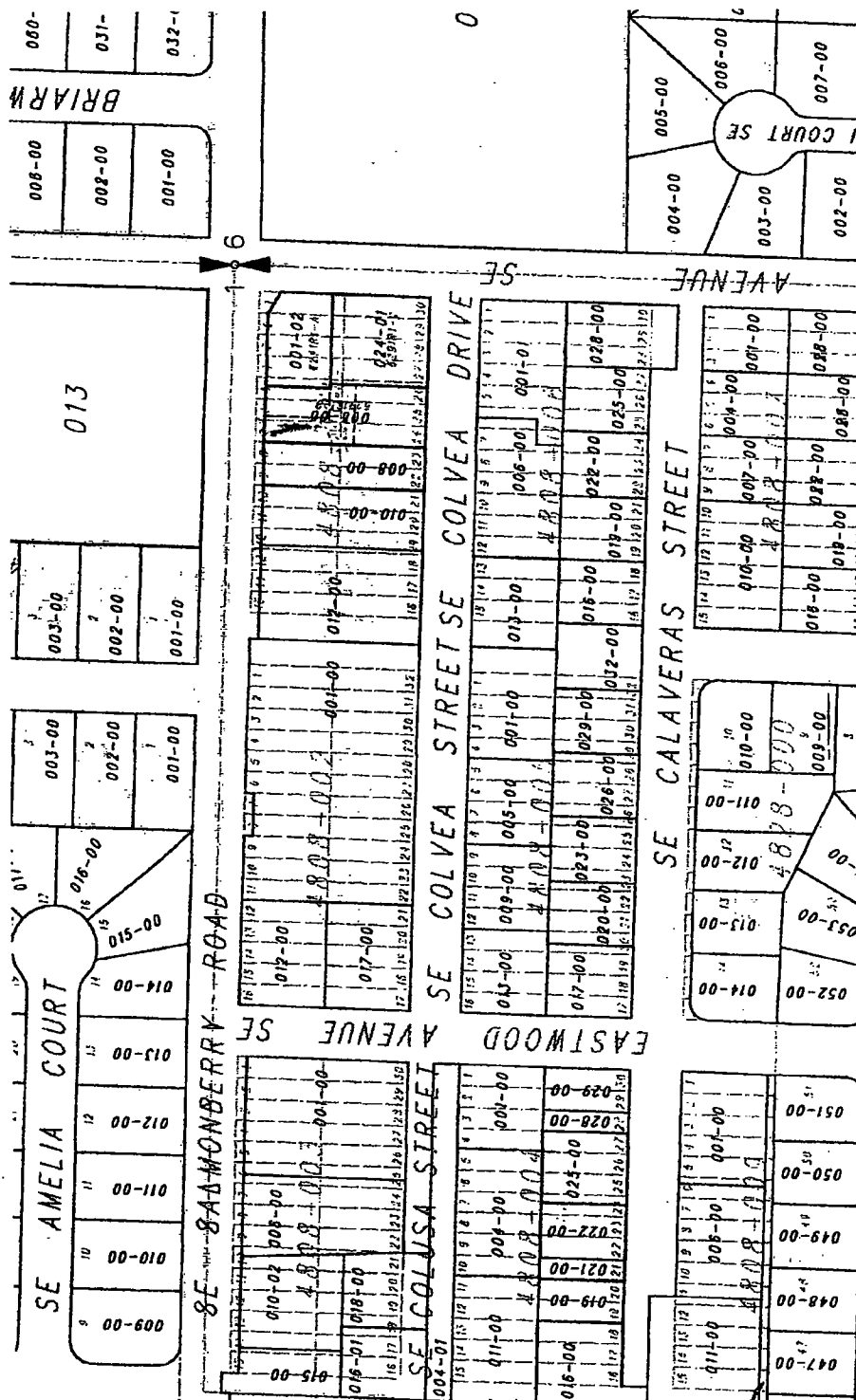
SIDNEY V2 PG6

VE.
Kitsap Public Health District

1-23-1E SE 1/4

1/12/2005

pastor's test



000-00	000-00	000-00
000-00	000-00	000-00
000-00	000-00	000-00

STEWART TITLE COMPANY OF KITSAP COUNTY, INC.

9951 Mickelberry Road, N.W.
P.O. Box 3607
Silverdale, Washington 98383
(206) 692-4141
(206) 692-8001 - FAX

**A.L.T.A. COMMITMENT
SCHEDULE A**

PENINSULA ESCROW CORP.
1736 NE RIDDELL ROAD #105
BREMERTON, WA 98310
Attention: KATHY
Customer Ref.: **BOWKER/MILLER/3164**

Title Order No.: **32018534**
Title Officer: **Dan Kirk**
Asst. Title Officer: **Brent Marmon**
Title Technician: **Ruth Richardson**

1. Effective Date: July 1, 1993 at 8:00 A.M.

2. Policy or Policies to be issued:

PREMIUM

(X) ALTA Owner's Policy	Amount:	\$89,950.00	\$ 400.00
(X) Standard	Tax:		\$ 32.00

SHORT-TERM RATE

Proposed Insured:

ERIC A. BOWKER AND JENNIFER J. BOWKER, HUSBAND AND WIFE

(X) ALTA Loan Policy	Amount:	\$91,074.00	\$ 228.00
(X) Extended	Tax:		\$ 18.24

Proposed Insured:

LYNWOOD MORTGAGE CORP.

3. The estate or interest in the land described or referred to in the Commitment and covered herein is: **FEE SIMPLE**

4. Title to the said estate or interest in said land is at the effective date hereof vested in:
**STEPHEN WILEY DICKERSON, ALSO APPEARING OF RECORD AS STEPHEN W. DICKERSON,
AS HIS SEPARATE ESTATE**

5. The land referred to in this Commitment is in the State of Washington, County of KITSAP, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

...END OF SCHEDULE "A" ...

Page 1-A

SCHEDULE B - continued
Order No.: 32018534

SPECIAL EXCEPTIONS:

1. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on October 18, 1991, under KITSAP County Auditor's File No. 9110180159.
For: TELECOMMUNICATIONS FACILITIES
Affects: THE SOUTH 10 FEET OF THE EAST 10 FEET OF SAID PREMISES
2. Notice of future tap or connection charges and assessments, located within the boundaries of sewer district #5 or property requiring services from said mentioned district. A copy hereto attached disclosed by Auditor's No. 7902010144.
3. General Taxes: First half delinquent May 1; Second half delinquent November 1:
Year: 1993
Amount Billed: \$1,127.34
Amount Paid: \$563.67
Amount Due: \$563.67
Tax Account Number: 4808-001-001-0003
Levy Code: 8040
4. Deed of Trust, and the terms and conditions thereof:
Grantor: STEPHEN W. DICKERSON AND PAULINE F. DICKERSON
Trustee: PIONEER NATIONAL TITLE INSURANCE COMPANY
Beneficiary: MASON-MCDUFFIE CO. OF WASHINGTON
Amount: \$51,300.00, plus interest
Dated: FEBRUARY 19, 1980
Recorded: MARCH 3, 1980
Auditor's File No.: 8003030071

The beneficial interest under said Deed of Trust was assigned by instrument dated April 3, 1980, recorded April 8, 1980, under Kitsap County Recording Number 8004080085;
By: MASON-MCDUFFIE CO. OF WASHINGTON
To: FEDERAL NATIONAL MORTGAGE ASSOCIATION
5. Real Estate Contract disclosed by memorandum thereof, including the terms, covenants, conditions and provisions therein and any failure to comply with the terms, covenants, conditions and provisions:
Memorandum dated: SEPTEMBER 28, 1992
Recorded: NOVEMBER 3, 1992
Recording No.: 9211030274
Contract Dated: SEPTEMBER 28, 1992
Seller: STEPHEN W. DICKERSON, AS HIS SEPARATE ESTATE
Purchaser: JEFFREY A. MILLER AND LISA M. MILLER, HUSBAND AND WIFE
6. It is our understanding that this transaction affects Lot A of a proposed short plat. Once said short plat is recorded this commitment will reflect that charge and other matters regarding this transaction.

Kitsap County Sewer District No. 5

mail

7902010144

4
FILED FOR RECORD
REC. OF *Kitsap County Sewer Dist #5*
1979 FEB -1 PH 4: 03
1366 E. BEACH DRIVE
PORT ORCHARD, WA 98366
876-4231
SHERILL HUFF
KITSAP COUNTY AUDITOR January 23, 1979
DEPUTY A. _____

TO WHOM IT MAY CONCERN:

Re: Substitute House Bill 30
Chapter 72 of the Regular Session Laws of 1977
Mandatory recording of additional tap or
connection charges

Any property within Kitsap County Sewer District #5, located within the boundaries of Sewer District #5 or property requiring service from said mentioned District may be subject to additional connection charges. All property connecting into the Jackson Ave. Trunkline will be subject to an additional \$300.00 charge per hookup as per Resolutions #70 and 133 of the District.

Some of the properties within all these areas are subject to future tap or connection charges, front footage assessments, capital improvements charges or whatever charges are in effect at the time service is requested to all property.

Approved for recording with the Kitsap County Auditor this 23rd day of January, 1979.

KITSAP COUNTY SEWER DISTRICT #5
BOARD OF COMMISSIONERS

Lloyd W. Granquist
Lloyd W. Granquist, CHAIRMAN

Peter R. Gudger
Peter R. Gudger, SECRETARY

James J. Hart
James J. Hart, COMMISSIONER

Map on file in Auditor's Office

PER 164FR 258

7902010144

(c)

PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$2,840.00 as follows:
\$650.00 or more at buyer's option on or before the 1st day of November
1992 ~~the 1st day~~ interest from October 1, 1992 at the rate of 10.000 % per annum on the
declining balance thereof; and a like amount or more on or before the 1st day of each and every
month thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN
FULL NOT LATER THAN November 1, 1995

Payments are applied first to interest and then to principal. Payments shall be made
at _____

or such other place as the Seller may hereafter indicate in writing.

5. **FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.** If Buyer fails to make any payments
on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s)
within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties,
and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of
any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse
Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs
and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) **OBLIGATIONS TO BE PAID BY SELLER.** The Seller agrees to continue to pay from payments received
hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in
full:

That certain DEED OF TRUST dated FEBRUARY 19, 1980 recorded as AF # 8003030071

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) **EQUITY OF SELLER PAID IN FULL.** If the balance owed the Seller on the purchase price herein becomes
equal to the balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said
encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and
make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the
provisions of Paragraph 8.

(c) **FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES.** If Seller fails to make any
payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent
payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties,
and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise
of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5%
of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from
payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on
three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior
encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the
purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior
encumbrance as such payments become due.

7. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances
including the following listed tenancies, easements, restrictions and reservations in addition to the obligations
assumed by Buyer and the obligations being paid by Seller:

SUBJECT TO; EASEMENTS, RESTRICTIONS, RESERVATIONS AND PROVISIONS OF RECORD IF ANY.

REEL #06921 PR 18938

REEL #06811 PR 1338

A. F. #: 9210080072
REEL 0675 PR 1567

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory
Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any
encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or
under persons other than the Seller herein. Any personal property included in the sale shall be included in the
fulfillment deed.

9. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10) days after the date it is due,
Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in
addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are
due shall be applied to the late charges.

10. **NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES.** Seller warrants that entry into this Contract will
not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a),
(b) or (c) has been consented to by Buyer in writing.

11. ~~8.0000000000~~ Buyer is entitled to possession of the property from and after the date of this Contract,
or _____, 19____, whichever is later, subject to any tenancies described in
Paragraph 7.

DCD-LU:

Page #2

9/30/2013

Kitsap Public Health District

3180 SE SALMONBERRY RD, Port Orchard**CHRONOLOGICAL CONTROL SHEET****PERMIT- Repair**Applicant: **BOWKER ERIC & JENNIFER**TaxID: **48080010010201** Lot: **N/A**Memo: **467635**

BP:

DCD-LU:

Contractor: **RON HEMLEY SEPTIC INSTALLATIONS**

Flagged:	Failure	OSS failed, owner is getting bids for sewer vs septic correction. Not surfacing.	3/22/2013
Flagged:	Complaint	Deficient Pumper Report	3/21/2013
EH Complaint:	Deficient Pumper Report	MED	3/21/2013

Page 21

RECEIVED ON	INITIALS	ACTION TAKEN / COMMENTS	ROUTE TO	DATE
5/15/2013	BEA	Over the Counter (Records Attached)	MED	05/15/2013
5/16/13	MED	Site inspection, system installed per design. Using existing tank with a pump to gravelled. Approved to cover left yellow card on backhoe and called installer. Note: on my way out the neighbor informed me that the drain field is on an easement that has a "no-repair" clause and requires a sewer connection between the OSS tanks. I gave him my card and he passed my number to the owner. (he rents) The owner of the easement property, Lisa Miller, called me and we talked over the problem. Hemley's will <u>not</u> cover to sort this out! Pending.		
6/25/13	MED	Called Hemley asking for an update on this install		
7/11/13	KE	Lisa Miller called to see if she could use tank @ different site. Told her to call Ghylis.		



KITSAP PUBLIC
HEALTH DISTRICT

PROPERTY
SWITCHED TO
SEWER

345 6th Street, Suite 300
Bremerton, WA 98337
360-337-5235

HEALTH OFFICER DECISION

Memo Number: 557955

RP ACCT ID: 2215028

Application Type: BSA- Repair

Expiration Date: 5/26/2014

SITE INFORMATION

Site Address - Street City Zip Code	Assessor Tax Account Number
3180 SE SALMONBERRY, Port Orchard, WA 98366	48080010010201

APPLICANT INFORMATION

Name	Phone Number	E-Mail
BOWKER ERIC & JENNIFER		
Applicant Mailing Address - Street City State Zip Code		
3180 SALMONBERRY RD SE, PORT ORCHARD, WA 98366		

CONTRACTOR OF RECORD

Company	Phone Number
DAVE'S SEPTIC SERVICES	(360) 830-9699

HEALTH OFFICER DECISION FOR ONSITE SEWAGE SYSTEM

Approved (See Conditions Below)	Name of Inspector MICHAEL DREW	Date 04/30/2013
---	-----------------------------------	--------------------

HEALTH OFFICER DECISION FOR WATER SYSTEM

Approved (See Conditions Below)	Name of Inspector MICHAEL DREW	Date 04/30/2013
---	-----------------------------------	--------------------

3180 Salmonberry

Final Application Decision: Accepted



KITSAP PUBLIC
HEALTH DISTRICT

PROPERTY
SWITCHED TO
SEWER

345 6TH STREET, SUITE 300
BREMERTON, WA 98337-1866
(360) 337-5235

Building Site Application (BSA) Residential For Onsite Sewage System and Water Supply

Official Use Only	APR 26 2013	Memorandum 537955
	Fee \$424	SSI (Signature)

A BUILDING SITE INFORMATION

Building Site Address Street City Zip Code	Total Proposed Bedrooms	Total Proposed Sewage Flow (Gallons)
3180 SE SALMONBERRY ROAD PT ORCHARD 98366	4	480
Assessor Tax Account No	Lot No	Short Plat No
4808-001-001-0201		
		Property Size (SqFt)
		19 ACRES

B OWNER/APPLICANT INFORMATION

Name	<input checked="" type="checkbox"/> Current Property Owner OR <input type="checkbox"/> Applicant	Phone #	E Mail
ERIC BOWKER		360-990-0008	
Owner/Applicant Mailing Address Street City State Zip Code			
3180 SE SALMONBERRY ROAD PT ORCHARD WA 98366			

C APPLICATION TYPE SUMMARY (Check all fields that apply)


Use/System Type	Application Type	Type of Structures
<input checked="" type="checkbox"/> Single Family	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Primary Residence
<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Re-Design	<input type="checkbox"/> Accessory Dwelling Unit
<input type="checkbox"/> Alternative	<input type="checkbox"/> Modification/Expansion	<input type="checkbox"/> Guest House
<input type="checkbox"/> Multi Family	<input type="checkbox"/> Repair	<input type="checkbox"/> Other
<input type="checkbox"/> Standard	<input checked="" type="checkbox"/> Repair/Replacement	<input type="checkbox"/> Non-Habitable Structures with Plumbing (describe below)
<input type="checkbox"/> Alternative	<input type="checkbox"/> Other (Describe Below)	
<input type="checkbox"/> Waiver(s) Proposed		

**ACCEPTED
For Sewage and Water ONLY**

D WATER SUPPLY DETAIL (Attach Water Availability Letter if available)

<input type="checkbox"/> Proposed	<input checked="" type="checkbox"/> Public	System Name	System ID
	<input type="checkbox"/> Private	West Sound Utility	
<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Individual <input type="checkbox"/> 2 Party	Assessor Tax Account Numbers for Properties Served by Well	
		Water Connection 1 (Parcel with Well)	Water Connection 2 (Parcel connected to Well)

E OWNER, APPLICANT OR AGENT AND DESIGNER ACKNOWLEDGEMENT

<p>I certify that (1) the information contained in this application is true and accurate to the best of my knowledge (2) the application represents my intended use of this property and (3) any related building permits that I apply for will be consistent with the plans and specifications contained in this application</p> <p>I acknowledge and understand that I along with my contractors, are responsible for adhering to the conditions of approval of this application and are responsible for conforming to Kitsap County Board of Health regulations for onsite sewage systems (Ordinance 2008A-01) and water supply (Ordinance 1999-6)</p> <p>I acknowledge and understand that the design location and construction of my onsite sewage system and/or well is/are critical and of a sensitive nature and I agree to protect these areas required by the regulations</p> <p>I understand that once this application is submitted and/or approved any changes to or variations from the information or conditions related to this plan may require a revised application submittal and/or could result in the revocation denial or suspension of this application or a related building permit and that this application will fully expire within 3 (three) years and 30 (thirty) days from the original date of application submittal</p> <p>I understand that I have the right to appeal the Health Officers decision concerning this application pursuant to the regulations and that approval of this application does not guarantee that a building permit will be issued</p> <p>Signature <input type="checkbox"/> Owner <input type="checkbox"/> Applicant <input checked="" type="checkbox"/> Agent Date 04-24-2013</p>	<p>Designer/Engineer Stamp</p>  <p>Designer/Engineer Contact Phone Number 360-830-9699</p> <p>Designer/Engineer E Mail Address</p>
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F RETURN CORRESPONDENCE (For Incomplete Applications Returned to Designer/Engineer)

Returned to Designer Date	Application Re-submittal Date

Kitsap Public Health District

Onsite Sewage System Specification Sheet For Residential Systems

Tax ID 4808-001-001-0201

Owner/Applicant ERIC BOWKER

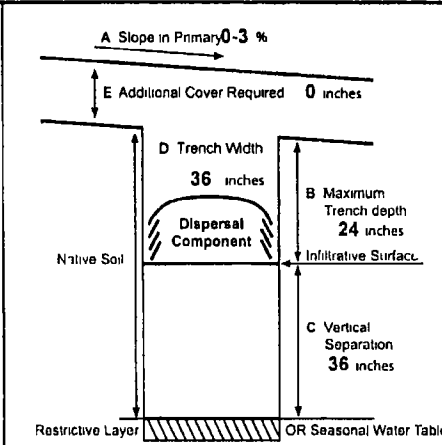
G SOIL EVALUATION PROFILES

Soil Evaluation Date 04-24-2013	Soil Log Numbers Must Correlate With Site Plan - Indicate Total Excavated Depth, Soil Types, Water Table Level & Depth of Restrictive Layer		
Soil Log #1 Downslope Side Measurements TYPE 3 SOIL 0-60"+ LIGHT BROWN TO GRAY MEDIUM SAND	Soil Log #2 Downslope Side Measurements TYPE 3 SOIL 0-60"+ LIGHT BROWN TO GRAY MEDIUM SAND	Soil Log #3 Downslope Side Measurements	Soil Log #4 Downslope Side Measurements
ACCEPTED For Sewage and Water ONLY			

H DAILY FLOW - TANKAGE - TREATMENT

Design Flow	Tankage			Advanced Treatment
Total Proposed Sewage Flow/Day <u>480</u> Gallons	Type	Size (gal)	QTY	<input type="checkbox"/> Aerobic Treatment Unit <input type="checkbox"/> Sand Filter (includes bottomless) <input type="checkbox"/> Other _____ Model/Size (Optional) _____ Manufacturer (Optional) _____
Minimum Treatment Level	<input checked="" type="checkbox"/> Septic Tank	<u>EXIST</u>	<u>1</u>	
Proposed Treatment Level <u>E</u>	<input type="checkbox"/> Trash Tank	_____	_____	
	<input checked="" type="checkbox"/> Pump Tank	<u>1000</u>	<u>1</u>	

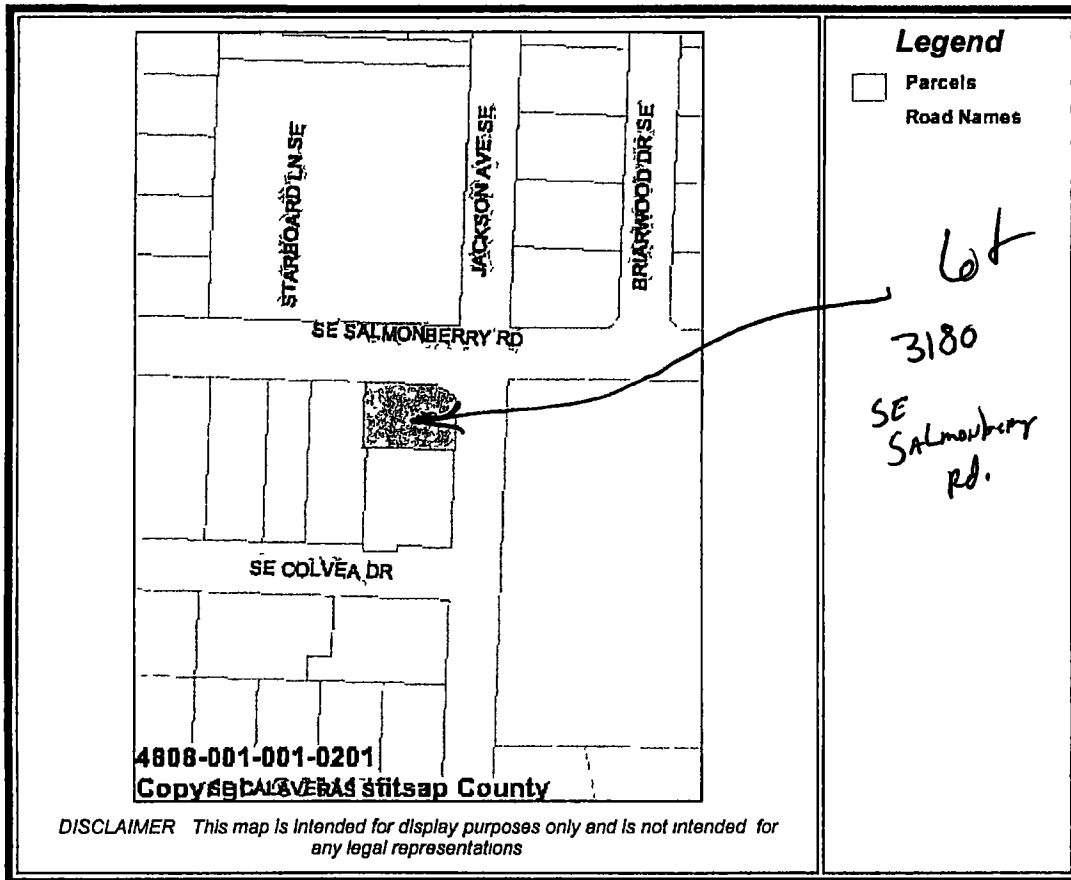
I DISPERSAL COMPONENT CONSTRUCTION

Dispersal Component Sizing	 <p>A Slope in Primary <u>0-3</u> % E Additional Cover Required <u>0</u> inches D Trench Width <u>36</u> inches B Maximum Trench depth <u>24</u> inches C Vertical Separation <u>36</u> inches Native Soil Restrictive Layer OR Seasonal Water Table</p>	Trench Construction Profile
Hydraulic Loading Rate of Dispersal Area <u>8</u> Minimum Dispersal Area (Sq Ft) In Primary <u>600</u> Minimum Linear Feet or Dimensions <u>200</u> Distribution <input checked="" type="checkbox"/> Gravity Distribution <input type="checkbox"/> Pressure Distribution <input type="checkbox"/> Drip Irrigation <input type="checkbox"/> Other _____		A. Percent Slope in Primary <u>0-3</u> Percent B. Maximum Trench Depth Downslope Side Measurements <u>24</u> inches C. Vertical Separation <u>36</u> inches D. Trench Width <u>36</u> inches E. Additional Cover Required <u>0</u> inches

J SITE WATER MITIGATION

<input type="checkbox"/> Curtain Drain Designated	<input type="checkbox"/> Storm Water Control Designated
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Kitsap County Parcel Search



[\[Click here to Print\]](#)

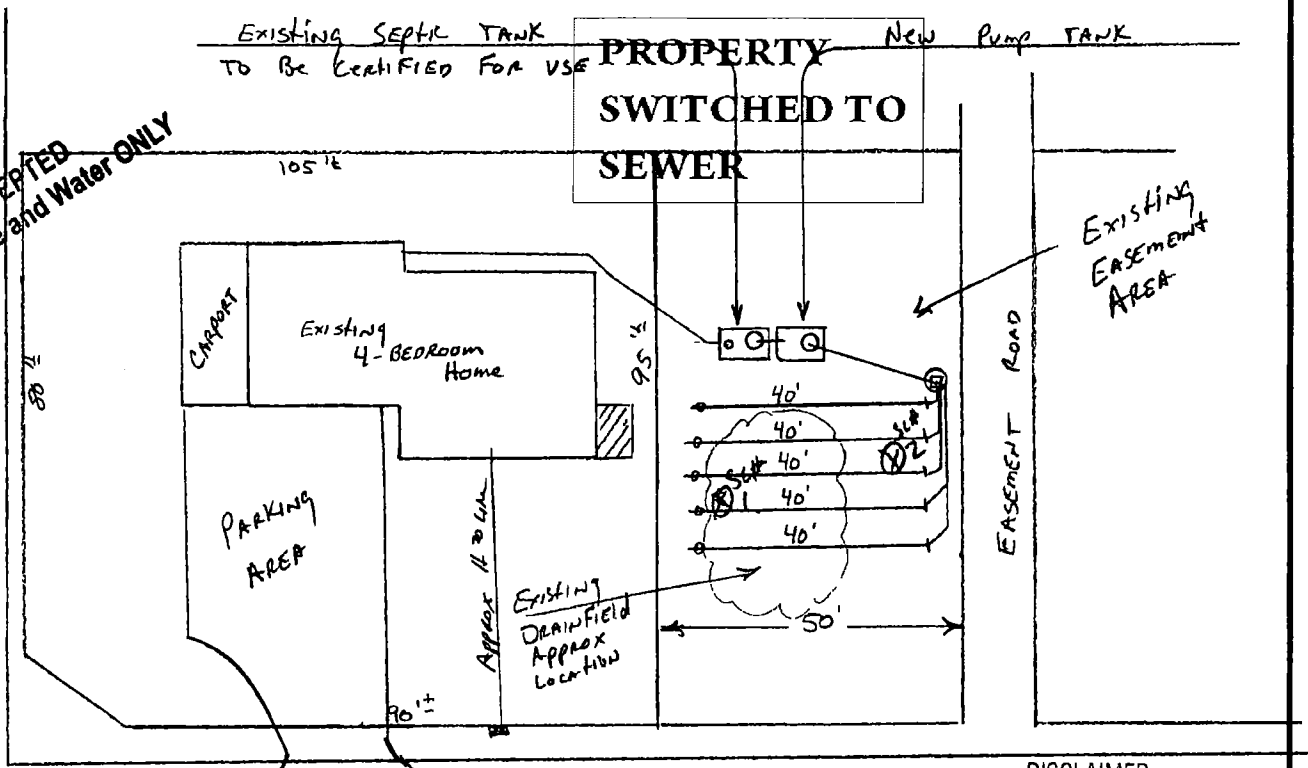
ACCEPTED
For Sewage and Water ONLY

JACKSON AVE SE

EXISTING SEPTIC TANK
TO BE CERTIFIED FOR USE

PROPERTY
SWITCHED TO
SEWER

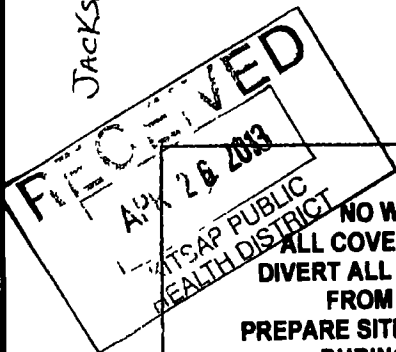
NEW PUMP TANK



SE SALMONBERRY ROAD

DISCLAIMER

This map does not represent a survey nor does it purport to show all easements or encroachments, if any



NO WELLS WITHIN 100' ♦
ALL COVERS TO BE ≤ 5MIN/INCH
DIVERT ALL SURFACE WATER AWAY
FROM DRAINFIELD AREA.
PREPARE SITE & INSTALL DRAINFIELD
DURING DRY CONDITIONS

Normal usage must meet the following criteria or be lower

Biochemical oxygen demand	130-174 MG/L
TSS	47-71 MG/L
FOG	10-20 MG/L
DO	0-10 MG/L
PH	6.5 - 7.2
Temp	48-70F*

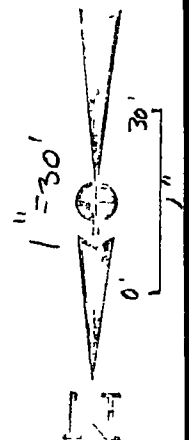
*With microscopic life forms present
**Higher waste strengths will result in premature failure of the septic system.

- Pump is required
- Pump alarm is required

INSTALLER TO ENSURE
ALL ON-SITE SEWAGE
TANK COMPONENTS MUST BE
WATER-TIGHT TO SURFACE

Do Not Damage Or Disturb Soils
When Clearing Drainfield Area

* This is A Repair
Application



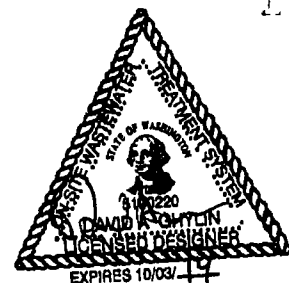
DAVE'S SEPTIC SERVICES INC.

P O. BOX 823 SEABECK, WA 98380

PHONE # (360) 830 - 9699

APPLICANT ERIC Bowker

TAX PARCEL # 4808-001-001-0201



Kitsap Public Health District

General Designer Notes

Ref Eric Bowker 3180 SE Salmonberry RD Tax# 4808-001-001-0201

- #1- Soil logs have been dug on this site and are the responsibility of the property owner or owners agent to have these soil logs buried after the inspection process has been completed
- #2- If during the construction process, soil conditions are found that may lead to premature failure of the system, construction shall stop immediately and the designer shall be notified Such soil conditions may include but not limited to ground water, surface water, fill material, clay soil, bedrock, or excessively permeable gravels
- #3- Any substitutions or deviations from these plans shall be approved by the health district and the designer prior to construction All changes of the system components shall be documented by the designer on the final as-built drawing
- #4- Peak design flow is 480 g p d , recommended daily flow should not exceed 388 g p d or premature failure may occur
- #5- Backfill sewage disposal system immediately after final inspection process ,cover soils should be loamy sand or better Seed final cover with grass or shallow rooting ground cover
- #6- Keep all maintenance access lids and ports accessible to ground surface
- #7- Installer should rake the finished grade smooth and slope it to divert all surface water runoff away from tank and drainfield areas
- #8- Setbacks from house foundation to drainfields and reserve areas are 10', septic tanks 5' and transport lines 2' unless otherwise stated within the design
- #9- Driveways and parking areas must stay 5' from drainfield areas Tanks may be located within parking areas and driveways if approved for this application
- #10- Sewage waste strength should meet the following criteria or be lower Bod-5 = 130-174 mg/l , TSS = 47-71 mg/l , FOG = 10-20 mg/l , PH = 6.5-7.2 with microscopic life forms present
- #11- Installer must adhere to all manufacturer installation requirements for all products used
- #12- The attached septic design does not represent a survey nor does it purport to show all easements or encroachments, if any Designer recommends property lines be located prior to any final installation occurs Surveys may be required to accomplish this
- #13- Property lines and corners have been represented by owner or owners agent, the designer is not responsible for errors due to inaccurate measurements from property lines or corners that are inaccurate
- #14- If a curtain drain is required with this design it must meet all health district installation requirements
- #15- Developers, homeowners and installers, installations of on-site sewage disposal systems should always be installed in dry weather conditions Irreparable soil damage may occur if systems are installed in wet conditions Planning the installation of system is very important and should be done as early in the building development stage as possible Wet weather conditions have caused delays in final approval dates
- #16- Maintenance is required with all sewage disposal systems Owners will receive details of this in the designer manual with the final approval of the application
- #17- Adhere to all designer notes located on design layout page
- #18- If development exceeds 5000 square feet of impervious surface a engineered drainage plan may need to be submitted Options are available to reduce square footage requirements, such as

wagon wheel driveways, contact DCD for further details Owners are responsible for any fees for redesigns or revisions that may be needed after BSA submittal not due to designer error

#19- Low flow water fixtures are recommended within the home to help lower the hydraulic load to the system

#20- Watertight components are a must for all onsite sewage systems Installers are required to ensure all components are watertight, extreme care should be used during backfilling of these components to prevent settling and or water intrusion issues If leaking components are not fixed in a timely manor the designers warranty may be void

#19- Installation of this design must meet all KCHD regulations ordinance # 2008-01 and all adopted policies by Health District that may apply Installer is required to be versed in these regulations if any questions contact designer

#20- All components used must be on state department of health approved products list for use with residential waste

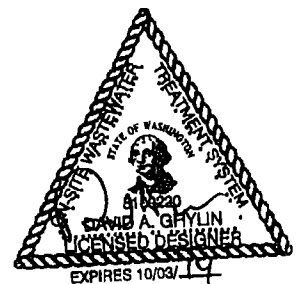
#21- Installer must inspect all tanks used at time of delivery and any tanks with defects must be rejected and not used When using any existing tank the installer must due a 24 hour leak test to ensure all tanks used are watertight

Specific Designer Notes

#1- This is a repair application for an existing four bedroom home The existing septic tank may be used if certified watertight and in good condition

#2- A new pump tank is required

#3- A drainfield easement is required with this application if not already in place



DAVES SEPTIC SERVICES INC.

P O BOX 826 SEABECK, WA 98380
PHONE (360) 830-9699
FAX (360) 830-9582
LICENSED ON SITE SEWAGE DISPOSAL CONSULTANT
PERCOLATION TEST
LICENSED OPERATION & MAINTENANCE SPECIALISTS

OSS FAILURE INVESTIGATION REPORT

Site Address of OSS Failure 3180 SE Salmonberry Road

Designer Name Dave Ghylis / Daves Septic Services Inc Date Investigated 4-24-13

The OSS at the above address has failed due to

Hydraulic Overload (e.g. OSS flooded out due to leaking OSS components, excessive groundwater or surface water intrusion, leaky household fixtures, water use above that which the OSS was designed to handle, etc.)

Abnormal Waste Strength / Waste Characteristics (e.g. Normal OSS operation appears to have been adversely impacted by household use of pharmaceuticals, disinfectants, fats/oils/grease, additives, etc.)

Physical Damage (e.g. OSS was damaged due to vehicular traffic, new construction, animal intrusion, etc.)

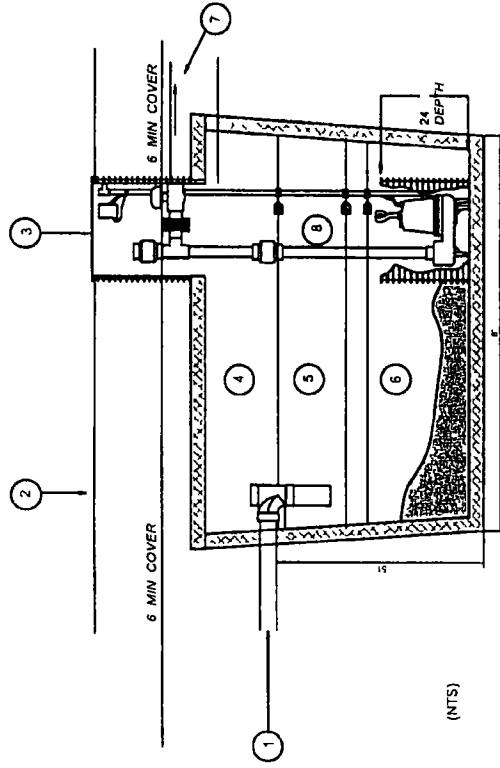
* Age or Other (e.g. OSS does not exhibit any signs of the above but failed due to age, system type, site condition, etc.)

*1- System Backing up very Deep.

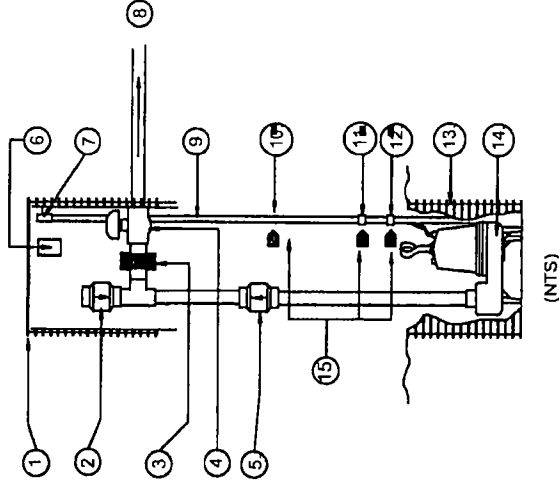
Kitsap Public Health District

TYPICAL 1000 GALLON PUMP TANK REVIEW SEPTIC DESIGN FOR TANK SIZE

TYPICAL PUMP SETUP

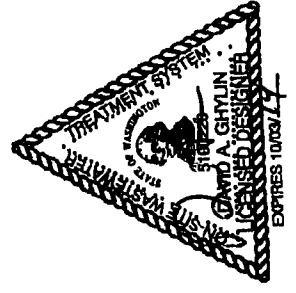


- 1 INLET FROM SEPTIC TANK OR ALTERNATIVE UNIT (ATU)
- 2 FINAL COVER OVER TANK NOT TO EXCEED 36" FROM TOP OF TANK
- 3 PUMP CHAMBER ACCESS
- 4 EMERGENCY STORAGE AREA IN TANK
- 5 NORMAL WORKING VOLUME AND ON/OFF LEVEL
- 6 SEDIMENT AREA IN PUMP CHAMBER
- 7 PRESSURE PIPE TO DRAINFIELD OR ALTERNATIVE UNIT
- 8 ALL FLOATS TO BE SET BY DESIGNER

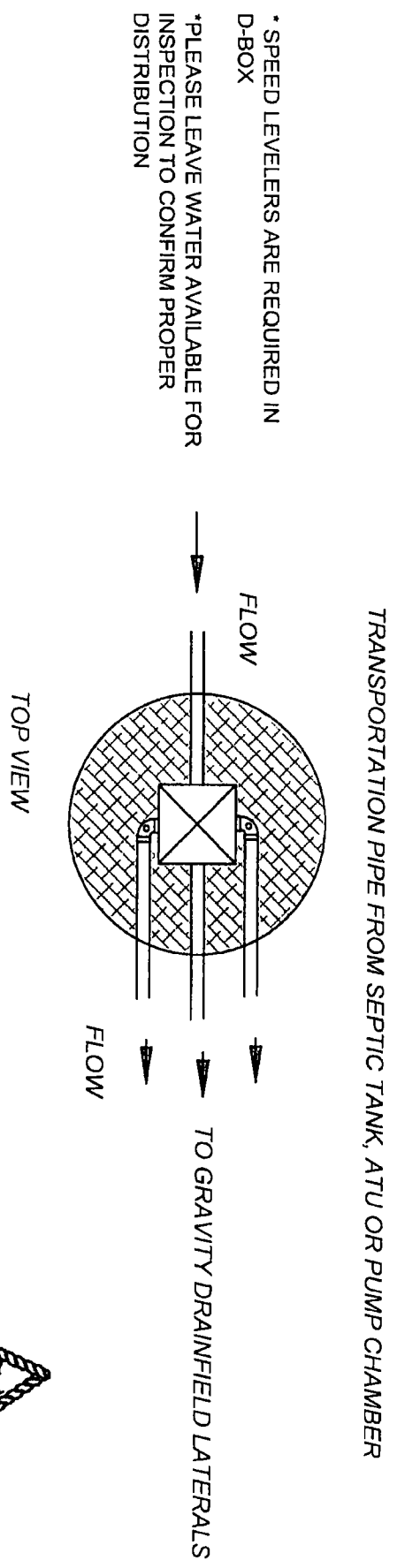
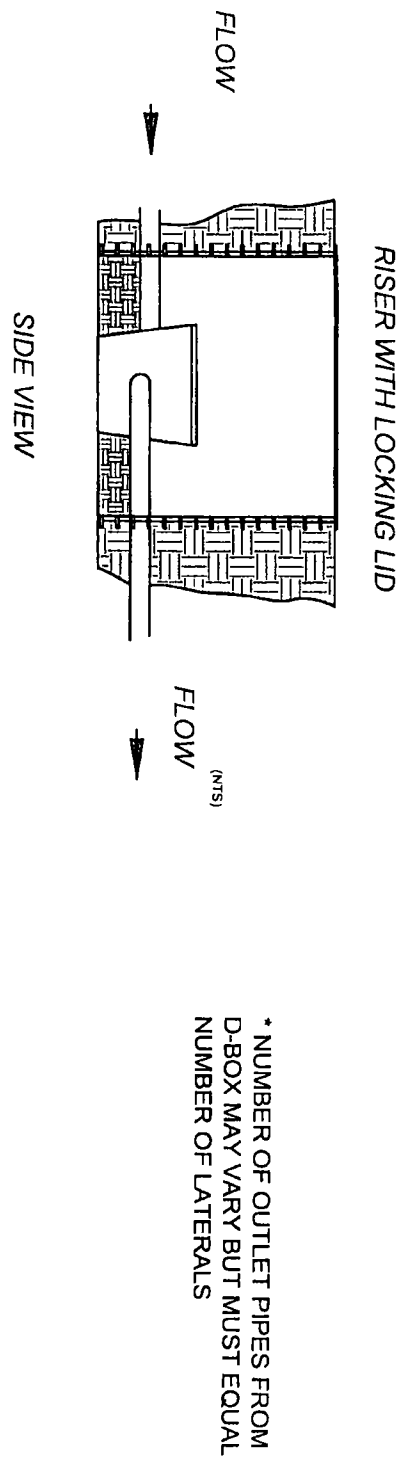


- 1 SECURE LID WITH GAS TIGHT SEAL -24" DIAMETER ACCESS RISER TO FINISH GRAF
- 2 ANTI SIPHON VALVE
- 3 THREADED UNION
- 4 SERVICE VALVE
- 5 CHECK VALVE
- 6 ELECTRIC BOX
- 7 FLOAT TREE ANCHOR
- 8 PRESSURE FLOW TO DRAINFIELD OR ALTERNATIVE SYSTEM
- 9 FLOAT TREE
- 10 HIGH WATER ALARM
- 11 ON/OFF FLOAT
- 12 REDUNDANT OFF FLOAT
- 13 ENCLOSED PUMP SEDIMENT SHROUD
- 14 SUBMERSIBLE CENTRIFUGAL PUMP
- 15 ALL FLOATS TO BE SET BY DESIGNER

DAVE'S SEPTIC SERVICES INC P.O. BOX 826 SEABECK WA 98380 PHONE # (360) 838 9850	APPLICANT ERIC BOWLER TAX PARCEL # 42081001-001-0201
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TYPICAL GRAVITY DISTRIBUTION BOX WITH RISER



DAVE'S SEPTIC SERVICES INC

P O BOX 826

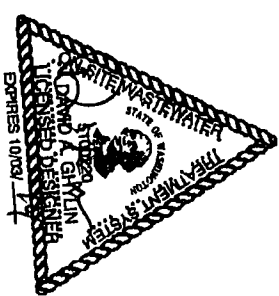
SEABECK, WA 98380

PHONE # (360) 880-9699

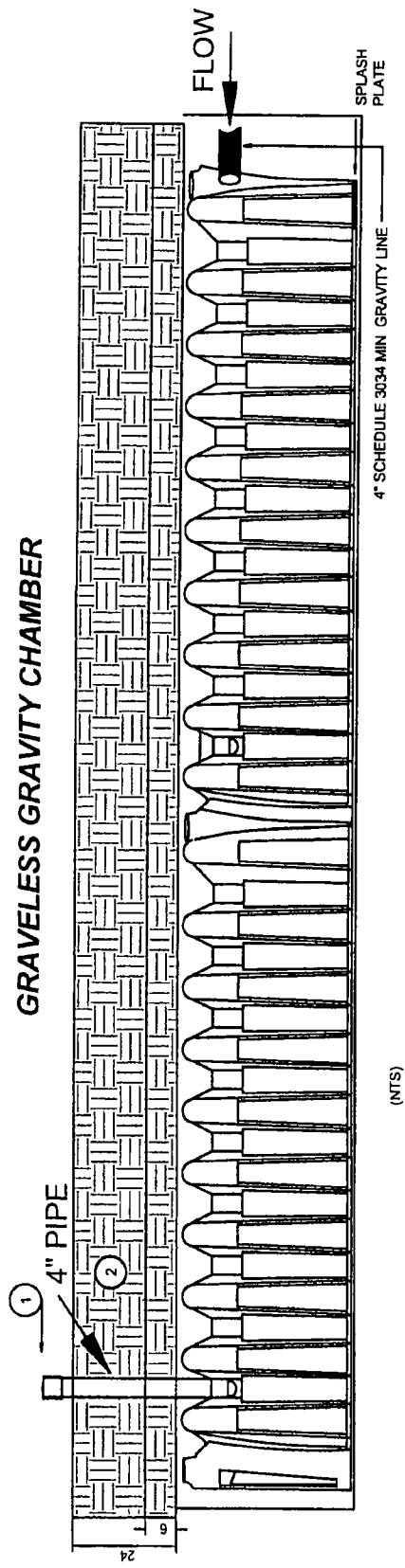
APPLICANT *Eric Bowker*

TAX PARCEL # *4808-001-001-0201*

City of Olympia Public Health District

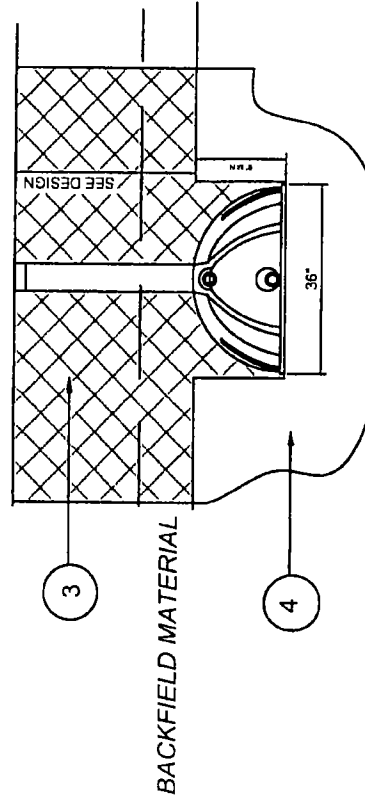


GRAVELESS GRAVITY CHAMBER



(NTS)

- 1 OBSERVATION PORT 4"
2 BACKFILL SEE DESIGN FOR DEPTH OF COVER
3 COVER SOIL
4 NATIVE SOIL



<p>DAVE'S SEPTIC SERVICES INC</p> <p>P O BOX 826 SEABECK, WA 98380</p> <p>PHONE # (360) 830-9699</p>	<p>APPLICANT Eric Bowker</p> <p>TAX PARCEL # 4808-001-001-0201</p>	
<p>capPublic Health District</p>		

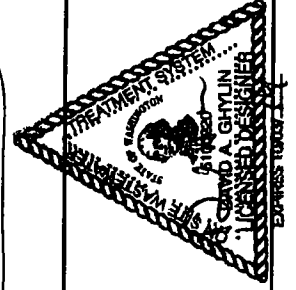
P O BOX 826
SEABECK, WA 98380
PHONE # (360) 830-9666

SEABECK, WA 98380

PHONE # (360) 830-9699

APPLICANT Eric Bowler

TAX PARCEL # 4808-001-001-0201



DAVID A. GHYLIN
LICENSED DESIGNER

BEING SOLD SEPARATELY.

for ADONIS 10467

CHRONOLOGICAL CONTROL SHEET

BSA Report

Contractor **DAVE'S SEPTIC SERVICES**

EH Complaint	Deficient Pumper Report	MED	3/21/2013
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BREMERTON-KITSAP COUNTY HEALTH DISTRICT

109 Austin Drive, Bremerton, WA 98312
(206) 478-5285

WILLA A. FISHER, M.D., M.P.H., DIRECTOR

MEMO # 92148

REPORT ON INDIVIDUAL SEWAGE DISPOSAL and/or WATER SYSTEM

SELLER MILLER/DICKERSON

BUYER BOWKER

PROPERTY LOCATION: 3180 S.E. SALMONBERRY P.O.

SEND TO:
CALL

REPORT ON: SEWAGE

THESE REMARKS DO NOT CONSTITUTE APPROVAL OR DENIAL BUT FINDINGS OF FACT.

ON-SITE SEWAGE DISPOSAL SYSTEM FINDINGS:

1. ☒ Our records indicate that the on-site individual sewage treatment system was installed in accordance with the applicable regulations in effect at the time of installation. A visit to the site at time of occupancy (or within thirty (30) days of prior occupancy) revealed no apparent system malfunction at the time of inspection. Only the accessible yard area surrounding the home was inspected.
2. ☒ On-site septic system designed for 4 bedrooms. Date approved 4/24/69.
3. ☐ Our files have been searched and no record of approval of the on-site individual sewage disposal system was found. A visit to the site at time of occupancy (or within thirty (30) days of prior occupancy) revealed no apparent system malfunction at the time of inspection. Only the accessible yard area surrounding the home was inspected.
4. ☐ The residence has been vacant longer than thirty (30) days and in accordance with Board of Health Policy we cannot field evaluate at this time.
Records on file indicate that the on-site individual sewage system was installed in accordance with applicable regulations in effect at the time of installation.
No records on the system were found.
5. ☒ It is recommended that the septic tank be pumped unless it has been pumped within 5 years.

WATER SYSTEM FINDINGS:

1. ☐ Laboratory analysis of the water reveals that the water system meets recommended coliform bacterial standards for drinking water. (The water quality can change over time. Your drinking water should be tested at least once per year. The approximate well capacity may be determined by referring to welling reports filed with the Department of Ecology.)
Laboratory analysis of the water reveals that the water system DOES NOT meet recommended coliform bacterial standards for drinking water.

ITS: Jan Miller picked up a copy 4-1-94

indicates operating conditions of the above on-site sewage disposal system on the date of inspection. It does not indicate that it will continue to function satisfactorily

W. A. Fisher
M.D., M.P.H., Director
Bremerton Health Specialist
Director of Environmental Health

3/31/94
Date

4808-001-001-0201
BOWKER
3180 SE SALMONBERRY
T23 1E

4/12-1-93

Kitsap Public Health District

92148

BREMERTON-KITSAP COUNTY HEALTH DISTRICT ENVIRONMENTAL HEALTH
109 AUSTIN DRIVE, BREMERTON WA 98312 Phone (206) 478-5285

MAR 24 1994

ALL FEES ARE NON-REFUNDABLE PER BREMERTON-KITSAP COUNTY BOARD OF HEALTH
RESOLUTION NO. 13-1990

Application for Report on Individual Sewage System.....\$100.00 (X)
Report on Individual Water System, (Includes Lab Fee \$15.00.....115.00 ()
Report on Individual Water System and Sewage System.....115.00 ()
Report on Individual Water System and Record Search.....115.00 ()
Record Search (No field inspection if vacant over 30 days).....45.00 ()

NOTE: EXPLICIT DRIVING DIRECTIONS TO PROPERTY MUST BE DRAWN ON REVERSE SIDE

Address: 3180 SE Salmonberry Port Orchard, Wa 98366
Street City Zip

Number of bedrooms 4 Year house built _____ Builder's name _____

Assessor's tax number 4808001001-0201 1231E

Owner's name Miller/Dickerson Phone 876-9600 Purchaser Bowker

Home occupied? X Vacant _____ Date vacated _____ New/never occupied _____

Septic tank pumped? Y Date pumped 1-27-93 By Whom? A1 Port Orchard

Date original system installed ? or Date repaired 10-21-81

Original owner's name or name when repairs made Stephen Dickerson

Previous property address if changed _____

The property is served by: Dug Well _____ Drilled Well _____ Spring _____
Public Supply X by the name of _____ serving _____ # of homes

X DO NOT MAIL HEALTH LETTER. Contact name/phone for pick up:

Lisa Miller @ Wundermore/PO 876-9600

MAIL HEALTH LETTER TO:

Person or Lending Institution

Realtor, if applicable

Address

Phone

City Zip Phone

NOTE: Septic tank pumping is recommended, NOT required. If vacant longer than 30 days, field inspection will NOT be made.

EH:6:HEALTHLTR 12/29/92

Kitsap Public Health District



BREMERTON-KITSAP COUNTY HEALTH DISTRICT

WILLA A. FISHER, M.D., M.P.H., DIRECTOR

REPORT ON INDIVIDUAL SEWAGE DISPOSAL and/or WATER SYSTEM

SELLER Miller BUYER Bowher
PROPERTY LOCATION: 3180 Salmonberry Rd. Port Orchard
number street city
SEND TO: CALL REPORT ON:
SEWAGE:
WATER:
RECORD SEARCH: XXXXX

THESE REMARKS DO NOT CONSTITUTE APPROVAL OR DENIAL BUT FINDINGS OF FACT.

ON-SITE SEWAGE DISPOSAL SYSTEM FINDINGS:

1. Our records indicate that the on-site individual sewage treatment system was installed in accordance with the applicable regulations in effect at the time of installation. A visit to the site at time of occupancy (or within thirty (30) days of prior occupancy) revealed no apparent system malfunction at the time of inspection. Only the accessible yard area surrounding the home was inspected.
2. Our files have been searched and no record of approval of the on-site individual sewage disposal system was found. A visit to the site at time of occupancy (or within thirty (30) days of prior occupancy) revealed no apparent system malfunction at the time of inspection. Only the accessible yard area surrounding the home was inspected.
3. ✓ The residence has been vacant longer than thirty (30) days and in accordance with Board of Health Policy we cannot field evaluate at this time.
✓ Records on file indicate that the on-site individual sewage system was installed in accordance with applicable regulations in effect at the time of installation.
 No records on the system were found.
4. ✓ It is recommended that the septic tank be pumped unless it has been pumped within 5 years.
5. ✓ On-site septic system designed for 4 bedrooms.

WATER SYSTEM FINDINGS:

1. Laboratory analysis of the water reveals that the water system meets recommended coliform bacterial standards for drinking water. (The water quality can change over time. Your drinking water should be checked at least once per year. The approximate well capacity may be determined by referring to well drilling reports filed with the Department of Ecology.)
2. Laboratory analysis of the water reveals that the water system DOES NOT meet recommended coliform bacterial standards for drinking water.

COMMENTS:

Environmental Health Specialist
Department of Environmental Health

8-4-72
Date

Kitsap Public Health District

W4 mess 8-9-83
Picked up 8-9-83
JH

JUL 30 1993

83761

BREMERTON-KITSAP COUNTY HEALTH DISTRICT ENVIRONMENTAL HEALTH
109 AUSTIN DRIVE, BREMERTON WA 98312 Phone (206) 478-5285

ALL FEES ARE NON-REFUNDABLE PER BREMERTON-KITSAP COUNTY BOARD OF HEALTH
RESOLUTION NO. 13-1990

Application for Report on Individual Sewage System.....\$100.00 ()
Report on Individual Water System, (Includes Lab Fee \$15.00.....115.00 ()
Report on Individual Water System and Sewage System.....115.00 ()
Report on Individual Water System and Record Search.....115.00 ()
Record Search (No field inspection if vacant over 30 days).....45.00 (X)

NOTE: EXPLICIT DRIVING DIRECTIONS TO PROPERTY MUST BE DRAWN ON REVERSE SIDE

Address: 3180 Salmon Bay Rd Port Orchard WA 98366
Street City Zip
Number of bedrooms 4 Year house built _____ Builder's name _____
Assessor's tax number Not yet Segregated
Owner's name Jeff Miller Phone 895-5285 Purchaser ERIC + Jennifer Bowher
Home occupied? _____ Vacant X Date vacated _____ New/never occupied _____
Septic tank pumped? X Date pumped 7-27-93 By Whom? AI P.O.
Date original system installed ? or Date repaired 10-21-81
Original owner's name or name when repairs made STEVEN Dickerson
Previous property address if changed SAME

The property is served by: Dug Well _____ Drilled Well _____ Spring _____
Public Supply X by the name of _____ serving _____ # of homes

X DO NOT MAIL HEALTH LETTER. Contact name/phone for pick up:
LISA Miller 8769600 wk / 8955285 hm.

MAIL HEALTH LETTER TO:

Person or Lending Institution _____
Address _____
City _____ Zip _____ Phone _____
Realtor, if applicable
WINDERMERE PD. 8769600
Phone

NOTE: Septic tank pumping is recommended, NOT required. If vacant longer than 30 days, field inspection will NOT be made.

EH: 6: HEALTHLTR 12/29/92
Kitsap Public Health District

010651

A-1 SANITATION SERVICE

P.O. Box 1947

PORT ORCHARD, WASHINGTON 98366

878-4897 • 373-8422

SOLD BY <u>Rock</u>		DATE <u>July 27, 1993</u>	
NAME <u>Lisa Miller</u>			
ADDRESS <u>3180 SE Salmonberry Rd</u>			
CITY <u>Port Orchard WA</u>			
<input type="checkbox"/> CASH	<input type="checkbox"/> CHARGE	<input type="checkbox"/> MDSE. RETD.	PREVIOUS
<input type="checkbox"/> C.P.D.	<input type="checkbox"/> PAID OUT	<input type="checkbox"/> PD. ON ACCT	BALANCE
<u>Van Septer Tank</u>			<u>1165.00</u>
<u>Tax</u>			<u>14.24</u>
			<u>179.24</u>
<u>1150 Gallons Tank</u>			
<u>Baffles and Drainsfield</u>			
<u>are good</u>			
<u>clean in 4 years</u>			
Thank You!		RECEIVED BY	

109 Austin Drive
Bremerton, Washington 98310

Memo # 2397

Letter picked up by
2/21/80
Keh
J. C. Smith
Branch Manager

BORCHERS/DICKERSON

Kitsap Public Health District

MEMORANDUM

Division of Environmental Health
Department of Public Health
Bremerton-Kitsap County

MEMO NUMBER #2397

Received by: kch Date received: 2/1/82

Letter In person XX Phone Time received:

Reported by: Mason-McDuffie Company Phone 876-1858

Address 1014 Bay Street, Port Orchard 98366

Name: Borchers/Dickerson Phone

Address 3180 SE Salmonberry Road, Port Orchard 98366

Complaint/Request Regarding: FHA/insp. Sewage only. See attached.

Investigation and Action by Sanitarian:

5/20/80 - SDS area OK - suggest add cover over 70'
line as it is low, directly over the line now.
call A-1 for tank size & condition

(#1) ← change "on-site indiv. SDS" to drain field.
+ The septic tank should be checked to insure that the
outlet baffle is in place.

(#9) 1/22/80 - A-1

(#70) 4
JW

Environmental Health Specialist
Division of Environmental Health

BREMERTON-KITSAP COUNTY HEALTH DEPARTMENT
Division of Environmental Health
109 Austin Drive, Bremerton, WA 98310
478-5285

pd # 9429

Application for report on Individual Sewage Disposal xxx
and/or Water System Inspection / \$30.00
Laboratory Fee for water analysis / 5.00

The results of our investigation will be forwarded to the lending agency when completed.
Time is of the essence. The more complete the information to us the sooner we can report.

TO BE COMPLETED BY APPLICANT

Address 3180 S.E. Salmonberry Rd. Port Orchard, WA 98366
street city zip

Legal Lots 1 to 7 inclusive, except the n. 10 feet of said lots 2 to 7, inclusive
All in Blk 1, South Sidney, recorded in Vol. 2, page 6, Kitsap County.

Seller Borchers, Theodore R. 876-2756
name phone

Purchaser Dickerson, Stephen W. 876-3113
name phone

FHA xxx VA FmHA Conventional Case Number 561: 342 435

House occupied xxx House Vacant Approx. date vacated New, Never occupied

Septic tank pumped: Yes xxx Date 1/28/80 whom A.I. Sanitation (Enclose receipt)
Receipt attached

Owner's name when original sewage system installed or alterations/additions were made
thereto: (Please answer all questions on this application or it will be returned for
lack of information.)

Unknown
Name previous Route & Box Number City

Original septic tank installation (date) 1949 Port Orchard
City

Sewage System repairs: Yes Permit Number Date No xxx

Any additional information you may have such as additions to house, added bedrooms, etc.
Date of such construction.

Water System: Public (name) Private (on-site)

Dug well Drilled well Spring supply Other

Approx. dates of water bacteriological samples, if any

Mason-McDuffie Co of Washington
Lending firm
1014 Bay St, Suite 21, Port Orchard, WA 98366
address

Lena Alloway 876-1858
signed phone

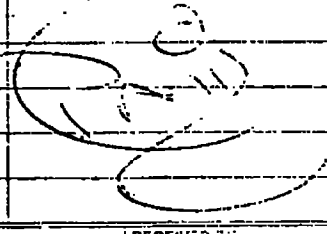
Puget West Real Estate-Nancy or Mark
Realtor Williamson
479-1100
telephone

Kitsap Public Health District

RECEIVED Bremerton-Kitsap County Health Department 131 '80

A. I. SANITATION
 2031 S. E. Salmonberry Rd.
 PORT ORCHARD, WA 98366
 Phone TR 6-4897

KCO

SOLD BY <i>Rocky</i>		DATE <i>Jan 22 1980</i>	
NAME <i>Ed Berbers</i>			
ADDRESS <i>3180 Salmonberry Rd.</i>			
CITY <i>Port Orchard Wash</i>			
<input type="checkbox"/> CASH	<input type="checkbox"/> CHARGE	<input type="checkbox"/> MDSE. RETD.	<input type="checkbox"/> PREVIOUS
<input type="checkbox"/> C.O.D.	<input type="checkbox"/> PAID OUT	<input type="checkbox"/> PD. OF ACCT.	BALANCE
<i>Clean Septic Tank</i>			<i>80.00</i>
<i>TAX</i>			<i>4.00</i>
			<i>84.00</i>
			
Thank You!			RECEIVED BY

FORM 350-1 Available from *Ex-Ex* Inc., Townsend, Mass 01460

*2/21/80 - Felcon Property >1000 gal
 double compartment tank - couldn't
 see outlet baffle*
2W

BORCHERS, TED
Borchers, Ted

APPLICATION FOR SEWAGE DISPOSAL PERMIT
Bremerton-Kitsap County Health Department

Phone: Es- 7-4461 Extension 29
6th. and Marion, Bremerton, Wn.

PERMIT NO. 9093
DATE ISSUED 4-17-69
BY: BE

NAME OF OWNER Ted Borchers ADDRESS 2390 Salmonberry - P.O.

NAME OF APPLICANT " " ADDRESS " "

Location of property (detailed directions for locating)

(Above) Corner of Jackson +
Salmonberry -

New building _____ Existing building X Type of occupancy S. Family
No. of BEDROOMS 4 No. of BATHROOMS 2 BASEMENT no

For issuing each permit.....\$ 2.00
Single family dwelling sewage disposal system \$15.00 each installation

Commercial and all other sewage disposal systems
\$25.00 each installation

Alteration to sewage disposal system or waste water disposal
\$7.50 each installation

Sewer connection.....\$7.50 each installation

Privy permit.....\$2.00 each installation

TOTAL..\$ 9.50

I hereby agree to comply with all the
requirements of Kitsap County relating
to sewage disposal

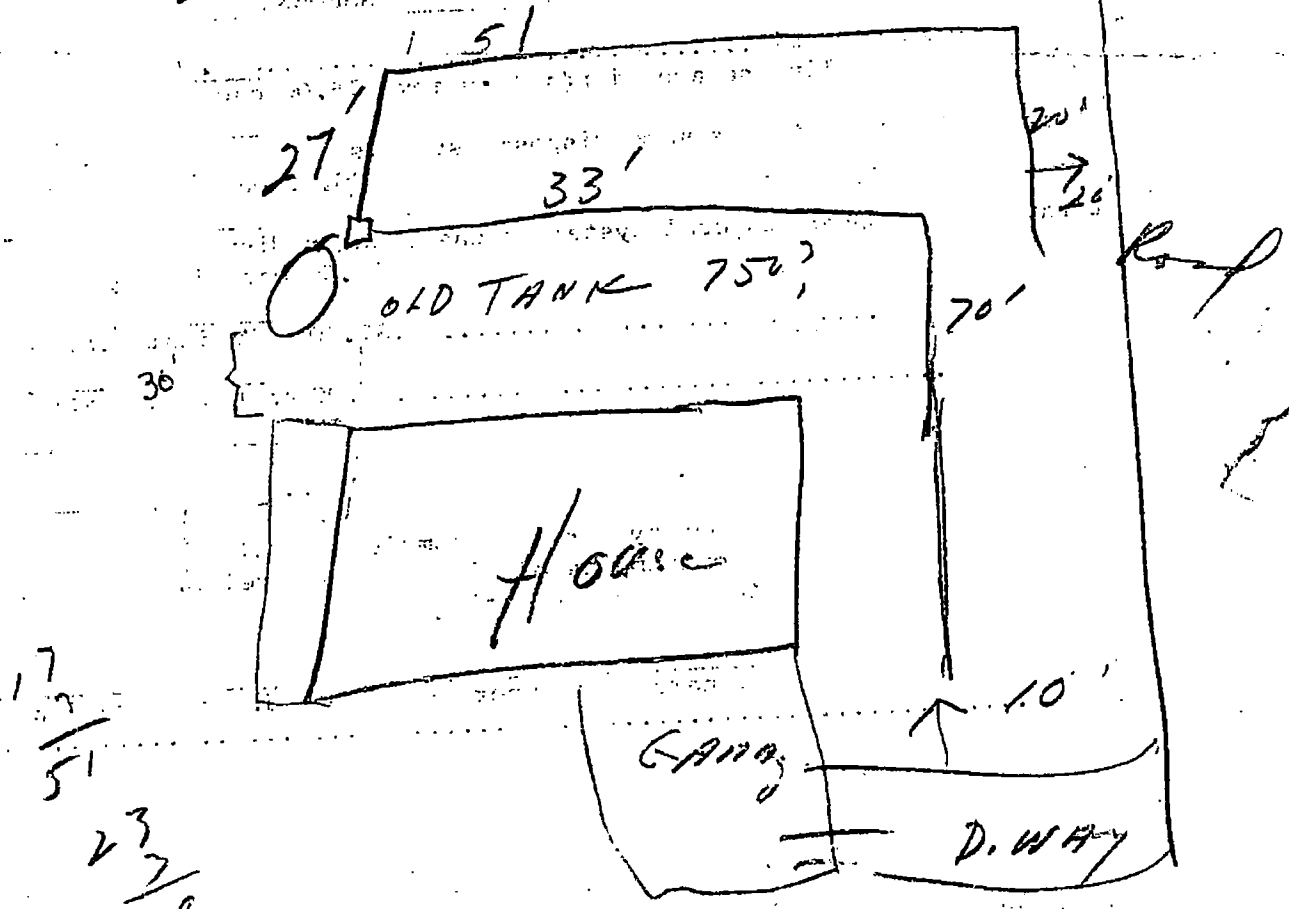
Ted Borchers
Signature of owner or firm making application

APPROVED BY: R. Hultgren DATE: 4/24/69

Kitsap Public Health District

200' new D. Fuel
 30" - 40" Cedar
 Sandy Soil

a new Tank should
 be installed if they have
 trouble to get the D. Fuel
 up further - Soil is
 good for D. Fuel area



ATTACHMENT A
(Asbestos Report)

ATTACHEMENT B
(Septic Records)

ATTACHMENT C

DIRECTIONS TO MANDATORY SITE VISIT Thursday, March 5, 2020 @ 1:00 p.m. at 3180 SE Salmonberry Road, Port Orchard WA

**Property is located on the Southwest corner of SE Salmonberry Road and Jackson Avenue SE*

Directions from Tacoma

Follow WA-16 W towards Gig Harbor/Bremerton. Take the WA-160 E/Sedgwick Road Exit and turn RIGHT heading East toward Southworth Ferry. Take a LEFT on Jackson Avenue SE. Turn LEFT on Salmonberry Road. Property is on the Southwest corner of Jackson Avenue SE and SE Salmonberry Road.

Directions from Silverdale

Follow WA-3 S towards Port Orchard. Merge onto WA-16 toward Tacoma. Take the WA-160 E/Sedgwick Road exit toward Southworth Ferry. Take a LEFT on Jackson Avenue SE. Turn LEFT on Salmonberry Road. Property is on the Southwest corner of Jackson Avenue SE and SE Salmonberry Road.

Directions from the Southworth Ferry

Head West from the Ferry take a LEFT onto WA-160/Sedgwick Road. Take a RIGHT on Jackson Avenue SE. Turn LEFT on Salmonberry Road. Property is on the Southwest corner of Jackson Avenue SE and SE Salmonberry Road.

PLEASE NOTE: Parking is limited at the site but is provided for this day at the Eagles Club directly across Jackson Avenue SE.



ATTACHMENT D

DRAFT SMALL WORKS ROSTER PUBLIC WORKS CONTRACT

THIS CONTRACT is entered into in duplicate originals between Kitsap County, a Washington State political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter called the "County," and _____ a _____ located at _____ hereinafter called the "Contractor."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

SECTION 1. DURATION OF CONTRACT

The term of this Contract shall commence upon the effective date set forth below. The Contractor shall substantially complete all work required under this Contract within a period of _____ working days from the Start Date stated in the written Notice to Proceed referenced in Section 7. Final completion and closeout of this Contract shall occur _____ working days after timely substantial completion, except as provided in Section 6 below. Time is of the essence in the performance of this Contract.

SECTION 2. DESCRIPTION OF THE WORK

- a. The Contractor will provide all labor, equipment, and materials to demolish the existing house and all other structures/improvements located on-site. The Contractor will be responsible for hauling away all materials/debris associated with the demolition. This demolition includes removal of the foundation and all other concrete slabs. Additionally, all vegetation on the property should be removed and the property cleared to grade with dirt and any erosion control materials required through permitting. The Contractor will be responsible for removal of the fencing bordering the north and east property lines. The Contractor will also be responsible for removing the remaining septic system, which was decommissioned in 2013 (documents attached). All other utilities have been disconnected.
- b. The Contractor shall do all work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to any drawings, specifications, and any addenda thereto, all terms and conditions in the Call for Proposals for Small Works and any Instructions to Proposals, and the Contractor's proposal. A list of documents considered to be Project Documents is attached hereto as Attachment "A" (to be added to contract) which Project Documents are made part hereof and incorporated by this reference. Further, the Contractor shall perform any alterations in or additions to the work covered by this Contract, and any extra work which may be ordered as provided for in this Contract if requested to do so by the County pursuant to Section 11.
- c. The Contractor, and any persons employed by the Contractor, shall use its best efforts to perform the services rendered under this Contract in a professional manner and in accordance with the usual and customary practice, professional care and standard

industry practice required for services of the type described in this Contract.

- d. The Contractor shall complete its work required under this Contract in a timely manner and in accordance with the schedule agreed to by the parties.
- e. From time to time during the progress of the work hereunder, the Contractor shall confer with the County. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

SECTION 3. CONTRACT AMOUNT

The County hereby agrees to pay the Contractor in the amount of \$_____, according to the Contractor's proposal (including accepted alternates), at the time and manner and upon the conditions provided for in this Contract.

SECTION 4. PREVAILING WAGE

- a. Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site.
- b. For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. **Effective January 1, 2020 certified payroll is now required for all prevailing wage contracts (regardless of the dollar amount).** Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.
- c. For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor shall submit an "Affidavit of Wages Paid" to the County. Once it is received, the County may pay the Contractor in full including those funds the County would otherwise retain under RCW Chapter 60.28.

SECTION 5. PAYMENT

- a. At monthly intervals, unless determined otherwise by the County, the Contractor shall submit to the County an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the County shall pay ninety-five (95)

percent of the invoice if such invoice or statement is acceptable to the County. Five (5) percent of the invoice or statement amount shall be retained in accordance with RCW Chapter 60-28. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Project Documents have been submitted. If the Contractor has signed a letter of acceptance of fifty (50) percent payment in lieu of Performance and Payment Bond, each and every progress payment will be reduced accordingly by fifty (50) percent.

- b. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from the County, then, in its sole discretion and upon written notice to the Contractor, the County may withhold any and all monies due and payable to the Contractor without penalty until such failure to perform is cured or otherwise adjudicated.
- c. Unless otherwise provided for in this Contract or any of the Project Documents, the Contractor will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.
- d. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract or the Project Documents.

SECTION 6. PERFORMANCE AND PAYMENT BOND AND RETAINED PERCENTAGE

- a. Pursuant to RCW Chapter 39.08, the Contractor shall make, execute, and deliver to the County a performance and payment bond for the contract amount of \$_____. This bond shall also cover any and all approved change orders. The bond must be submitted within ten (10) days after notice of the award, exclusive of the day of notice. If the bidder to whom the contract is awarded fails to enter into the contract and provide the performance bond as required, the amount of the bid deposit will be forfeited to the county and the contract awarded to the next lowest and best bidder.

For contracts of \$25,000 or less (including WSST), at the option of the Contractor, prior to the commencement of work, the Contractor may request in writing that, in lieu of the performance and payment bond, the County retain fifty (50) percent of the contract amount for a period of thirty calendar days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and Department of Revenue and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

- b. In accordance with RCW Chapter 60.28, the County shall release any retained percentage withheld in the manner set forth in Section 5a., if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the County of an "Affidavit of Wages Paid." For contracts \$2,500 or less, the County may release

the retained percentage prior to the expiration of the sixty-day waiting period if the Contractor has completed all work and provided the County with an "Affidavit Of Wages Paid" as provided in Section 4.c. herein.

- c. Neither the County nor the County's Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.

SECTION 7. NOTICE TO PROCEED

The County shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond (or 50% letter if contract amount, including WSST, is \$25,000 or less), a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

SECTION 8. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

County's Contract Representative

Name: Molly Foster

Title: Real Estate Services
Manager

Address: 614 Division Street,
MS-26

Phone: (360) 337-4688

Email:
mfoster@co.kitsap.wa.us

Contractor's Contract Representative

Name:

Title:

Address:

Phone:

Email:

All instructions, modifications, and changes to the Contract shall be conveyed to the Contractor through the Contract Representative. Any work executed upon the direction of any person or entity other than the Contract Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. The Contract Representative shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

SECTION 9. HOLD HARMLESS AND INDEMNIFICATION

- a. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the work rendered under this contract by the Contractor, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable; provided, however, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents; and provided further, that in the event of the concurrent negligence of the parties, the Contractor's obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.
- b. In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- c. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 10. INSURANCE

- a. Workers' Compensation and Employer's Liability. The Contractor shall maintain workers' compensation insurance as required by Title 51 RCW (Industrial Insurance) and shall provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- b. Commercial General Liability("CGL"). The Contractor shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than \$2,000,000.

The Contractor will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

c. Automobile Liability: *(Check one of the following options):*

- ☐ Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
- ☒ Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- ☐ Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

d. Other Insurance Provisions:

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- (2) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall include the County, its officers, officials, employees and agents with respect to performance of work under this Contract.
- (3) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the County as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations

on indemnification.

- (8) The Contractor shall maintain all required policies in force from the time work commences until work is completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- e. Verification of Coverage and Acceptability of Insurers: The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
 - (1) The Contractor shall furnish the County with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) calendar days after the effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, on thirty (30) calendar days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - (2) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
 - (3) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
 - (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that Contractor is currently paying Workers Compensation.
 - (5) Written notice of cancellation or change shall be mailed to the County at the following address: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, WA 98366.
 - (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.

SECTION 11. CHANGES IN WORK

- a. The County may, at any time, without notice to the Contractor's surety, order additions, deletions, revisions, or other changes in the work. The Contractor agrees to fully perform any such changes in the work. The Contractor shall proceed with the work upon receiving a written change order approved by the County, or an oral order from

the County before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.

- b. If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from the County, submit to the County a written statement setting forth the general nature and monetary extent of such claim. The Contractor shall supply such supporting documents and analysis for the claims as the County may require in order to determine if the claims and costs have merit. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.
- c. If the County and the Contractor are unable to reach agreement on the terms of any change to the work, the Contractor shall pursue resolution of the disagreement pursuant to Section 18.

SECTION 12. TERMINATION

- a. The County may terminate this Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with Sections 5 and 6 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the County may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.
- c. Termination of this Contract shall not relieve the Contractor of any responsibilities under the Contract for work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Performance and Payment Bond or any Retainage Bond for work performed.
- d. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of work performed and accepted by the County, in accordance with Sections 5 and 6 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and

expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

SECTION 13. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The Contractor shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County.
- b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 14. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

SECTION 15. INDEPENDENT CONTRACTOR

- a. The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.
- b. The Contractor acknowledges that payment for work performed under this Contract does not include any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.
- c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County, unless otherwise directed by the terms of this Contract.
- d. The Contractor shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.
- e. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from the County's contract representative or designee.

SECTION 16. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

SECTION 17. NONDISCRIMINATION

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 18. DISPUTES

- a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the Contractor in writing to the County's Contract representative or designee within ten (10) days of the date in which the Contractor knows or should know of the question or claim.
- b. In the event the Contractor disagrees with any determination or decision of the County's Contract Representative, the Contractor shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the Director of the department. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The Director will review the appeal and transmit a decision in writing to the Contractor within thirty (30) days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the County's Contract Representative within said fifteen (15) day period will constitute a waiver of the Contractor's right to thereafter assert any claim resulting from such determination or decision. Appeal to the Director shall be a condition precedent to litigation hereunder.
- c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the County's Contract Representative and the Contractor will be decided in the Superior Court of Kitsap County, Washington.
- d. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the County's Contract Representative. Failure to comply with the time deadlines set out in this section as to any claim shall operate as a release of that claim and a presumption of prejudice to the County.

SECTION 19. CHOICE OF LAW, JURISDICTION, AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

SECTION 20. SUCCESSORS AND ASSIGNS

The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

SECTION 21. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said Provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

SECTION 22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

SECTION 23. MODIFICATION

All amendments or modifications shall be in writing, signed by both parties, and attached to this Contract.

SECTION 24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 8. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

SECTION 25. INSPECTION

The County shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor, its delegates, or subcontractors, which are applicable to the performance of this Contract; and (b) to inspect all work and materials for conformity with the Contract terms. The

Contractor shall be responsible for ensuring the work and materials conform to the Contract terms even if the County conducts an inspection of the same.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

The Contractor will notify the County Representative of work activities and progress on a weekly basis via email and inspection of this work will be at the discretion of the County. The County will inspect the site and activities at the expense of the County.