INFORMAL BID
2020-113

Kitsap County Public Works Department-
Roads Division

Demolition of House and All Other Structures/Improvements including
Decommission of Septic System located at
26314 Washington Blvd NE, Kingston WA

Mandatory Site Visit: Tuesday, March 3, 2020 @ 9:00 a.m.

Response Deadline: Tuesday, March 24, 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 materials located at 26314 Washington Blvd NE, Kingston, Washington 98346.

SCOPE OF WORK

The Contractor will provide all labor, equipment, and materials to demolish and remove the existing house, foundation, and the concrete driveway located on-site. The Contractor will be responsible for hauling away all materials/debris associated with the house and improvements. This work will include restoring the property to grade with dirt and any erosion control materials required through permitting. Additionally, contractor will decommission the private septic system (records included as Attachment B) which will remain in place. All other utilities have been disconnected.

The house was built in 1991 and is 3 levels consisting of approximately 4,440 square feet total. The topography of the site is extremely steep and is located on a shoreline. There are additional critical areas in the immediate vicinity.

Work includes obtaining all appropriate permits and the Contractor will at all times 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 January 24, 2020 is provided as Attachment A of this bid package. There were no asbestos materials found.

Work may require specialized equipment and possible temporary road closure at times. The 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 Tuesday, March 3, 2020. The site visit will begin at 9:00 a.m. The House is located at 26314 Washington Blvd NE, Kingston, Washington 98346. A contractor representative must attend for said company to submit a 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 19, 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 23, 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 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
- Acknowledgement of Addenda
- 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 below, 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 98366

**Bids will be accepted no later than 3:00 pm on March 24, 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.
Demolition of House and All Other Structures/Improvements including Decommission of Septic System located at 26314 Washington Blvd NE, Kingston WA

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor, Material, and Equipment</td>
<td></td>
</tr>
<tr>
<td>Permits and Filing Fees</td>
<td></td>
</tr>
<tr>
<td>Sales Tax (9.0%)</td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date of Receipt of Addendum</th>
<th>Signed Acknowledgement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
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.
CERTIFIED AHERA ASBESTOS INSPECTION

KITSAP COUNTY

January 24th, 2020
26314 Washington Blvd NE
Kingston, WA

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

001. Regulatory Compliance

002. Asbestos Definition

003. Sampling Protocol

004. Survey Methodology/Limitations

005. Site Specifications

006. Summary

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 (YCCAAYakima
- 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, Anthophylite & 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 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, Anthrophylite 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 NESHA 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.
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 26314 Washington Blvd in Kingston, WA.

The site investigation was performed on January 24th, 2020 on this single family, two-story home with hardi 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.

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

- 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 [wwwpscleanair.org](http://wwwpscleanair.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
After due diligence was exercised in the investigation of this single family home, there were no asbestos containing materials that were identified attached to it.
FIELD REPORTS – LABORATORY FINDINGS
**ORION Environmental Services**  
34004 Ninth Avenue South, Suite A12, Federal Way, WA 98003  
Phone: (253) 952-6717 • Fax: (253) 927-4714  
Email: info@oriones.net • Web: www.oriones.net  
WBE W2F9219763

**Polarized Light Microscopy Test Report**  
EPA Method 600/R-98/116

**Client:** KCB Environmental Services  
**Address:** PO Box 829, Seabeck, WA 98380  
**Attention:** Skyler Taylor  
**Project Name:** Kistap Public Works-26314 Washington  
**Project Number:** 101E-030  
**Rpt. Date:** 1/29/2020  
**Page:** 1 of 1  
**Invoice:** 200764  
**Date Rcvd:** 1/29/2020

<table>
<thead>
<tr>
<th>Client Sample ID</th>
<th>Orion Sample ID</th>
<th>Material Description</th>
<th>Sample Treatment</th>
<th>% Asbestos Containing Material</th>
<th>Asbestos Type</th>
<th>Other Fibers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-26314 Washington-a</td>
<td>20200129-103</td>
<td>Joint compound</td>
<td>ND</td>
<td></td>
<td>cellulose</td>
<td></td>
</tr>
<tr>
<td>1-26314 Washington-b</td>
<td></td>
<td>Wallboard</td>
<td>ND</td>
<td></td>
<td>cellulose</td>
<td></td>
</tr>
<tr>
<td>2-26314 Washington-a</td>
<td>20200129-104</td>
<td>Joint compound</td>
<td>ND</td>
<td></td>
<td>cellulose</td>
<td></td>
</tr>
<tr>
<td>2-26314 Washington-b</td>
<td></td>
<td>Wallboard</td>
<td>ND</td>
<td></td>
<td>cellulose</td>
<td></td>
</tr>
</tbody>
</table>

Dup: Laboratory QA/QC Duplicate; M; Mastic [(a), (b), (c), etc.]: Sample layers numbered from front to back.  
Comments: For layered samples, each component has been analyzed separately. ND means non-detect for asbestos fibers by EPA Method 600/R-98/116.  
Disclaimers: PLM has been known to miss asbestos in a small percentage of samples that contain asbestos. Thus, these laboratory results represent due diligence, however negative or <1% PLM results cannot be guaranteed. Per EPA guidelines samples will be archived for 30 days then will be disposed of. This report may only be reproduced in full with written approval of ORION Environmental Services.

**Analyzed By (Print)**  
Dennis Rauschenberg  
**Date**  
1/30/2020  
**Reviewed By (Print)**  
Donna McNeal  
**Date**  
1/30/2020

**Analyzed By (Signature)**  
[Signature]  
**Time**

**Reviewed By (Signature)**  
[Signature]  
**Time**
**Chain of Custody and Sample Inventory Record**

**Laboratory Work Identification Number:** 26074

**Client Name:** KCB ENVIRONMENTAL SERVICES

**Address:** PO BOX 829

SEABECK WA 98380

**Attention:**

**Project Name:** KITSAP PUBLIC WORKS

**Project Number:** P.O. #101E-030

24314 WASHINGTON

**Telephone:**

**Purchase Order Number:**

---

**Client Sample ID** | **Date** | **Matrix** | **ORION ID**
--- | --- | --- | ---
26074 WA | 1/25/20 | X | X

---

**Instructions**

1. Use one line per sample to be analyzed.

2. Place "X" in the box of the specific analysis to be performed. If analyte is not listed, write in specific request.

3. Check or list requested turnaround time for samples. Laboratory will rush all samples not unless indicated otherwise.

**Turnaround Request**

- [ ] Now
- [ ] Same Day
- [ ] 24 Hours
- [ ] 3 Days

**Chain of Custody Seals**

- [ ] Yes
- [ ] No
- [ ] N/A

**Samples Relinquished By**

**Shipped VIA**

- [ ] Hand
- [ ] Mailed
- [ ] Express

---

**Results To:** SKYLER@KCBES.COM

---

**ORION Environmental Services**

34001 9th Avenue South, Building A Suite 5, Federal Way, Washington 98003-6740

Telephone Seattle (253) 874-8118 Tacoma (253) 952-6717 Facsimile (253) 925-4714
Skyler Taylor

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-090319-05

Valid through: Sept. 3rd, 2020

NOW Environmental Services, Inc.
34004 - 9th Avenue South, Suite # 12
Federal Way, Washington 98003

(253) 927-5233

Patricia "P.J." Journey
ATTACHMENT A
(Asbestos Report)
Monday, August 09, 2010

Terry Roslington
360-509-7653

RE: AMENDED FACTS & FINDINGS FOR ONSITE SEWAGE SYSTEM INSPECTION & EVALUATION FOR PROPERTY OWNERSHIP CONVEYANCE

Property Address: 26314 Washington blvd. NE. Kingston, WA 98346
Tax ID Number: 43250000080101
Application Memo#: 204993

Dear Applicant,

Pursuant to Section 13.D of Kitsap County Board of Health Ordinance 2008-01, Onsite Sewage System (OSS) and General Sewage Sanitation Regulations, The Kitsap County Health District completed a field inspection and record evaluation for the onsite sewage system serving the above referenced property, and presents the following facts and findings:

<table>
<thead>
<tr>
<th>GENERAL FACTS &amp; FINDINGS:</th>
<th>Approved for 3 bedrooms on 8-26-91.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. OSS Approved:</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>2. Record drawing available?</td>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>3. Contracted for Monitoring &amp; Maintenance:</td>
<td>☑ Yes ☐ No ☑ N/A (not required)</td>
</tr>
<tr>
<td>4. Last Tank Pumping date: Septic tank was last pumped on 7-9-10. The pump tank was checked and was not in need of pumping.</td>
<td></td>
</tr>
</tbody>
</table>

At the time of the Health District’s site inspection and evaluation conducted on 8-4-10, there were no apparent signs of system malfunction. This is an amended report.

For questions or comments regarding this report, please contact the Health District at 360-337-5285.

Report prepared by:

Tim Quayle
Onsite Sewage Program
Environmental Health Division

These remarks do not constitute approval, denial or guarantee of the functionality of the reviewed onsite sewage system, but are a statement of the facts and findings observed through the evaluation process.
EVALUATION OF ONSITE SEWAGE SYSTEM FOR PROPERTY OWNERSHIP CONVEYANCE

APPLICATION TYPE

☐ Evaluation of Onsite Sewage System ONLY $202.00
☐ Evaluation of Onsite Sewage System With Bacteriological Water Sample $222.00
☐ Evaluation of Onsite Sewage System With Bacteriological & Nitrate Water Sample $250.00
☒ Evaluation of Onsite Sewage System Re-Application $75.00

IMPORTANT
The following information must be completed prior to submitting the Evaluation of Onsite Sewage System for Property Ownership Conveyance:
☐ Contract is up to date (For Alternative Onsite Sewage Systems only).
☒ Record of Onsite Sewage System Approval is available (If not a Record Drawing must be created and attached)
☐ Site Inspection Reports are current and up to date - Copies of KCHD Pump Reports should be attached.
  - If it is a Gravity Onsite Sewage System, the tank must be inspected and pumped if necessary every 3 years.
  - If it is an Alternative Onsite Sewage System, the Contract Inspection Reports must be up to date and satisfactory

PROPERTY INFORMATION
☒ Occupied? If Not - Date Vacated: 

Property Address - Street, City, Zip Code:
26314 Washington Blvd. NE

Assessor Tax Account No.: 4325000080101
Number of Bedrooms: 3
Year Home Built: 1991

If the current owner is not the original owner OR the address has changed please provide the following:
Original (first) Property Owner:
Eckles
26314 Washington Blvd. NE Kingston, WA 98346

Directions to the property (please begin from a major road) You May Attach A Map

PROPERTY OWNER INFORMATION

Name: Terry Roslington

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

EVALUATION REPORT RECIPIENT INFORMATION

The Evaluation Report will be mailed or held for pick-up as indicated below

☐ Recipient information is the same as owner information (if different complete below)

Recipient Name:

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

☑ Please contact me for pickup

IF A SITE VISIT APPOINTMENT IS NEEDED DUE TO ANIMALS OR OTHER CONSTRAINTS

PLEASE SCHEDULE AN APPOINTMENT: ☐ Recipient ☐ Property Owner - Contact Information Above
Bill To
Terry Roslington
26314 Washington Blvd NE
Kingston, WA 98346

Project
26314 Washington Blvd

Terms
08/09/10

Due Date

Description | Quantity | Rate | Amount
---|---|---|---
Septic Repair per bid state plus local | 1,025.00 | 8.60% | 88.16

Total
$1,113.16

Thank you for your business!

Customer Copy

Kitsap Public Health District
PROPERTY INFORMATION

Location: 26314 Washington
Kingston, Kitsap, WA
TaxI#: 43250000080101

Use:

Owner:

Jurisdiction ID: 84630

ONSITE SEWAGE SYSTEM INSPECTION REPORT

Inspected: 08/09/2010 - Inspection Type: PROPERTY SALE - Correction Status: All corrections made

COMMENTS & GENERAL INSPECTION NOTES

No Deficiencies Noted
Tank was Retro-fitted to surface and fitted with a Tank alert alarm

GENERAL SITE & SYSTEM CONDITIONS

The General Site and System Conditions were:

<table>
<thead>
<tr>
<th>Component</th>
<th>Fully Inspected</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Components accessible for maintenance, secure and in good condition:</td>
<td>YES</td>
</tr>
<tr>
<td>All required service performed (if no - specify omitted inspection items in notes):</td>
<td>YES</td>
</tr>
<tr>
<td>Surfacing effluent from any component (including mound seepage):</td>
<td>NO</td>
</tr>
<tr>
<td>Components appear to be watertight - no visual leaks:</td>
<td>YES</td>
</tr>
<tr>
<td>Improper encroachment (structures/impervious surfaces); cover; or settling problems observed:</td>
<td>NO</td>
</tr>
</tbody>
</table>

SERVICE INFORMATION

Company: CLEAVER CONSTRUCTION

Work Performed By: Logan Cleaver

Submitted 08/09/2010 by: Lisa Plecuch

This report indicates certain characteristics of the on-site sewage system at the time of inspection. In no way is this report a guarantee of condition or performance.
## ONSITE SEWAGE SYSTEM INSPECTION DETAIL

### TANK: Pump Tank Fiberglass

- **This component was:** Fully Inspected
- **Compartment 1 Scum accumulation (inches, if other specify):** 0
- **Compartment 1 Sludge accumulation (inches, if other specify):** 1" 
- **Pumping needed:** NO

### TANK: Septic Tank - 2 Compartment Fiberglass

- **This component was:** Fully Inspected
- **Effluent level within operational limits (if NO explain in comments):** YES
- **All required baffles in place (N/A = No baffles required):** YES
- **Effluent Filter Cleaned (N/A = Not Present):** N/A
- **Compartment 1 Scum accumulation (inches, if other specify):** 1"
- **Compartment 1 Sludge accumulation (inches, if other specify):** 2"
- **Compartment 2 Scum accumulation (inches, if other specify):** 0
- **Compartment 2 Sludge accumulation (inches, if other specify):** 1"
- **Pumping needed:** NO

### Drainfield: Gravity Pump to Gravity

- **This component was:** Fully Inspected
- **Ponding Present:** NO
Cleaver Construction Inc.
2036 NE Lincoln Rd. WA. 98370 Ph. (360) 779-5652

CONTRACT
Estimator: Logan
Estimate valid for 3 months from: 9 Aug 2010
CUSTOMER ("you") PROJECT ADDRESS ("Project")

Client Name: Terry Roslington
Address: 26314 Washington Blvd
Kingston, WA 98346

Site Address: same as
Tax #

Ph: 360-297-7880
Cell:
Email: roslington@msn.com

Cleaver Construction, Incorporated, 2036 NE Lincoln Rd, Poulso, WA 98370 ("Cleaver") agrees to furnish labor and materials (the "Work") at the Project consistent with the specifications described in the attached Scope of Work, and/or Drawing, for a contract price of $1025.00, plus Washington state sales tax, subject to the terms and conditions set forth below.

PAYMENT TERMS
1. You shall pay 100% of the contract price, $1025.00 upon the completion of Work on the Project.
2. The balance of the contract price shall be due upon substantial completion of the Work, unless the Work exceeds or is expected to exceed 30 days in length, as determined by Cleaver.
3. If the Work exceeds or is expected to exceed 30 days in length, as determined by Cleaver, you shall make progress payments on or before the 10th day of each month, in a percentage amount of the contract price equal to the percentage of work completed by Cleaver to the 5th day of that month. Percentage of work shall be as determined by Cleaver.
4. If any payment or progress payment is not received by Cleaver when due, then Cleaver may, at its sole discretion, call a halt to work until monies due are received and you agree to pay all costs due to work stoppage and restart.
5. If payments, progress or otherwise, are not timely made, you agree to pay interest on such amounts from the date payment is due at the rate of 1½% interest per month or the maximum legally permissible rate, whichever is less. If any amount due is paid more than thirty (30) days after the due date, you shall pay a late charge of five percent (5%) of the delinquent amount as liquidated damages for the extra expense in handling past due payments.
6. You shall pay any and all fees, costs and expenses (including but not limited to fees of attorneys, paralegals, experts, court reporters and others) incurred by Cleaver in the collection or enforcement of this Agreement, whether incurred before or after judgment, with or without suit, on appeal, in bankruptcy or other insolvency proceedings, or otherwise. You shall pay all such fees, costs and expenses incurred by Cleaver in any bankruptcy case regardless of whether they are incurred in connection with issues of state law, bankruptcy law or otherwise.
7. Any dispute with billing charges or the work performed must be submitted in writing to Cleaver within 30 days of original billing date. Regardless of which party is ultimately determined to have been the prevailing or nonprevailing party in the dispute, each party waives any claim for damages and additional construction and financing costs, if any, directly or indirectly associated with the stoppage of the Project relating to the dispute. This shall not be construed as a waiver of Cleaver’s rights to charge interest and/or assess late charges as set forth above.

OTHER
8. Heavy equipment will be used to perform the Work. As a consequence, damage to vegetation, landscaping, sidewalks, roads, curbs, etc. is expected. Cleaver shall have no duty to restore such vegetation, landscaping, sidewalks, roads, curbs, etc. to its condition prior to the performance of the Work.
9. Cleaver shall be reimbursed for additional costs, including overhead and profit, caused by changes ordered in the Work or made necessary by erosion, whether foreseeable or not, and for unforeseen conditions including but not limited to labor disputes, fire, unusual delays in transportation, acts by public utilities or public bodies, inspectors, adverse weather conditions, unavoidable casualties, catastrophes, war, civil disturbances, acts of God, or other caused beyond Cleaver’s reasonable control.
10. There exist the possibilities of unknown variables or conditions of the Project property beyond the reasonable control or responsibility of Cleaver. If conditions are encountered at the Project which are (1) subsurface or otherwise concealed physical conditions, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in the Work activities, and, if they cause an increase or decrease in Cleaver’s cost of, or time required for, performance of any part of the Work, the contract price and date of completion, if any, shall be suitably adjusted. You are responsible for locating all underground utilities and advising Cleaver of their existence. Any damage to underground utilities not identified by you or Locating Inc. will be your sole responsibility, and you agree to defend and hold Cleaver harmless from any such claims, causes of action, liabilities, damages (including attorney fees) and the like that arise from such damage.
11. Change Orders: All changes or additions made by the Customer or its agents, whether the changes be made in writing or given verbally, to Cleaver or their employees will be charged on a time and materials basis (calculated from Cleaver timecards and material tickets) plus 12% profit and overhead and will be subject to the same conditions as stated in this contract.
12. The Customer shall be responsible for establishing and marking accurate property boundary lines, and shall defend, indemnify and hold harmless Cleaver from and against any and all claims that Cleaver has trespassed upon or damaged neighboring property, and from and against any and all costs, attorneys fees, expenses, and liabilities incurred in connection with such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Cleaver by reason of any such claim, Customer, upon notice from Cleaver, shall defend the same at Customer’s expense by counsel reasonably satisfactory to Cleaver; provided, however, that Customer shall not be liable for trespass or damage occasioned by the negligent or
intentional acts of Cleaver and its designated agents or employees unless covered by insurance held by Customer.

13. Soil Conditions: Cleaver has not made any soil studies or examination of the soil or ground, and is proceeding with the Work on the assumption that the underlying soil or land is suitable for the proposed construction activities. The costs of any soil study and analysis, along with any and all work required as a result of such studies and analysis, will be borne by Customer, and the determination of any need for such a soil study or analysis shall be made by Customer. Furthermore, should any unusual conditions be encountered (that are independent of requirements from soil study and analysis) not specifically referred to in this contract which require additional work, the cost of such work shall be borne by Customer.

14. It is Customers responsibility to advise Cleaver of the existence and location of any and all underground structures such as sewers, water, power, phone, cable and gas lines etc., and any such hidden objects, which Cleaver in the performance of its work might encounter hereunder. If it develops in the performance of the Work that the identity or location of the underground structures varies from those specified herein, any extra cost associated thereby in moving, protecting or damages to underground structures shall be the responsibility of the Customer.

15. Final Grading: Does not include landscape prep, it is expected that Customer will be required to fill and level any areas necessary for landscaping.

16. You are responsible for stake out of home, building or any other excavation. If Cleaver assists in this process Cleaver is not responsible for errors in stake out location.

WARRANTY

17. The sole warranty of the Work shall be as follows: if, within one year (or two years, for the installation of an on-site sewage system) of substantial completion, At the “Project Site”, defects occur due to improper workmanship, Cleaver shall correct the same, which shall be your sole remedy. Any work performed under this warranty does not extend the warranty period as defined in this document. This warranty is void if a person or contractor other than Cleaver Construction, Inc. work on or makes any alterations that affect the Scope of Work.

18. Manufactured or consumer products that are covered by manufacturer’s or distributor’s warranty such as tanks, pipes, pumps, or electrical panels are not separately warranted by Cleaver Construction Inc.

19. THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE BY CLEAVER AND THERE ARE NO OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY THE PARTIES. THIS WARRANTY ALSO CONSTITUTES THE OWNERS EXCLUSIVE REMEDY AGAINST CLEAVER INCLUDING THE ALLEGED NEGLIGENCE OF CLEAVER AND CLEAVER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED, DELAYED DAMAGES, OR OTHER DAMAGES.
NOTICE TO CUSTOMER

This contractor is registered with the state of Washington, registration no. CLEAVCI101KP, and has posted with the state a bond or deposit of $12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration expires on May 1, 2010.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to $12,000 that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.
Scope of Work

CUSTOMER: Roslington
PROJECT: 26314 Washington Blvd

We hereby propose to do the following work as specified by CLEAVER CONSTRUCTION INC.

To provide labor, materials and equipment to complete the installation of the following for the before mentioned contract price on page 1.

1. **Retro Fit Existing Septic and Pump Tank** $625.00
   - Includes: Riser and lid material, submit work online, 4 hours labor,
   - Excludes: grass seed, Goose chase to find Pump tank lid, pump out of pump tank,

2. **Tank Alert (Includes electrical ($200))** $400.00

Excludes: Pre/Post Inspection, Record of Construction, Monitoring and Maintenance, Rock breaker rental if needed for tanks or Mods, landscape restoration, (see pg 2 #8 & #15)

Any work requested by Customer that is not stated above in writing will be charged on a time and materials basis with 20% profit and Overhead on materials and will be subject to the same conditions as stated in this contract.

I have read the above. I acknowledge and understand the contents of this contract.

CUSTOMER: _______________________________ Date: ________________

CLEAVER CONSTRUCTION INC.: _______________________________ Date: ________________
<table>
<thead>
<tr>
<th>RECEIVED ON</th>
<th>INITIALS</th>
<th>ACTION TAKEN / COMMENTS</th>
<th>ROUTE TO</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/9/2010</td>
<td>BEA</td>
<td>Over the Counter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8-9-10</td>
<td>BP</td>
<td>septic pump tank had risers added and tank alert issued.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>wrote amended letter.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Thursday, August 05, 2010

Terry Roslington
360-509-7653

RE: FACTS & FINDINGS FOR ONSITE SEWAGE SYSTEM INSPECTION & EVALUATION FOR PROPERTY OWNERSHIP CONVEYANCE

Property Address: 26314 Washington blvd. NE. Kingston, WA 98346
Tax ID Number: 43250000080101
Application Memo#: 876

Dear Applicant,

Pursuant to Section 13.D of Kitsap County Board of Health Ordinance 2008-01, Onsite Sewage System (OSS) and General Sewage Sanitation Regulations, The Kitsap County Health District completed a field inspection and record evaluation for the onsite sewage system serving the above referenced property, and presents the following facts and findings:

<table>
<thead>
<tr>
<th>GENERAL FACTS &amp; FINDINGS:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. OSS Approved:</td>
<td>Approved for 3 bedrooms on 8-26-91.</td>
</tr>
<tr>
<td>2. Record drawing available?</td>
<td>X Yes □ No</td>
</tr>
<tr>
<td>3. Contracted for Monitoring &amp; Maintenance:</td>
<td>□ Yes □ No □ N/A (not required)</td>
</tr>
<tr>
<td>4. Last Tank Pumping date:</td>
<td>Septic tank last pumped on 7-9-10. Pump tank was not inspected.</td>
</tr>
</tbody>
</table>

At the time of the Health District’s site inspection and evaluation conducted on 8-4-10, there were no apparent signs of system malfunction.

The following items of non-compliance were identified:

1. The 7-9-09 septic tank pump report indicated the septic tank is 24 inches deep. There is no riser installed on the tank. This is not in compliance with the regulations in effect at the time of installation - BKCBH Resolution. No. 5-1985 Appendix. C (8)(c) – a riser is required if the tank is greater than 12 inches below grade. Current code requires that a new riser be installed to the surface.

2. The pump tank has not been inspected or pumped within the last 3 years. This is in violation of Kitsap County board of Health Ordinance 2008-1, Onsite Sewage System and General Sewage Sanitation Regulations, Section13.D.1.a. It states “For standard systems, the owner or their authorized agent shall: a) obtain an inspection report, for all sewage system tanks on the property, that has been completed within the past 3 years by

These remarks do not constitute approval, denial or guarantee of the functionality of the reviewed onsite sewage system, but are a statement of the facts and findings observed through the evaluation process.

Kitsap Public Health District

Thursday, August 05, 2010

Page – 2

FACTS & FINDINGS FOR ONSITE SEWAGE SYSTEM INSPECTION & EVALUATION FOR PROPERTY OWNERSHIP CONVEYANCE

a certified pumper or monitoring and maintenance specialist. The pump tank is located below grade. Regulations at the time of installation did not address pump tank depth, but the Health District would strongly encourage that a riser on the pump tank be installed to grade (as per the septic tank regulation).

Correction of items of non-compliance is addressed in the current Board of Health Ordinance 2008-01 Onsite Sewage System and General Sewage Sanitation Regulations (May 1, 2008) Section 13.D.6 as follows: “Items of non-compliance that do not pose an immediate threat to public health or fall under the criteria described in Section 13.D.5, above, shall be noted by the Health Officer on the evaluation report. It is the intent of these regulations that any of these items of non-compliance be addressed and corrected in good faith by the current property owner and the perspective property owner through the property conveyance process.”

For questions or comments regarding this report, please contact the Health District at 360-337-5285.

Report prepared by:

Tim Quayle
Onsite Sewage Program
Environmental Health Division

These remarks do not constitute approval, denial or guarantee of the functionality of the reviewed onsite sewage system, but are a statement of the facts and findings observed through the evaluation process.

Kitsap Public Health District
EVALUATION OF ONSITE SEWAGE SYSTEM FOR PROPERTY OWNERSHIP CONVEYANCE

APPLICATION TYPE

☐ Evaluation of Onsite Sewage System ONLY $202.00

☐ Evaluation of Onsite Sewage System With Bacteriological Water Sample $222.00

☐ Evaluation of Onsite Sewage System With Bacteriological & Nitrate Water Sample $250.00

☐ Evaluation of Onsite Sewage System Re-Application $75.00

IMPORTANT

The following information must be completed prior to submitting the Evaluation of Onsite Sewage System for Property Ownership Conveyance:

☐ Contract is up to date (For Alternative Onsite Sewage Systems only).

☐ Record of Onsite Sewage System Approval is available (If not a Record Drawing must be created and attached).

☒ Site Inspection Reports are current and up to date - Copies of KCHD Pump Reports should be attached.

- If it is a Gravity Onsite Sewage System, the tank must be inspected and pumped if necessary every 3 years.
- If it is an Alternative Onsite Sewage System, the Contract Inspection Reports must be up to date and satisfactory

PROPERTY INFORMATION ☒ Occupied? If Not - Date Vacated:

Property Address - Street, City, Zip Code:
26314 Washington Blvd. NE Kingston, WA 98346

Assessor Tax Account No.:
4325000008

Number of Bedrooms:
3

Year Home Built:
1991

If the current owner is not the original owner OR the address has changed please provide the following:

Original (first) Property Owner:
Bill Eckles

Original (first) Property Address:
26314 Washington Blvd. NE

Directions to the property (please begin from a major road) You May Attach A Map

HWY 104 towards the Kingston ferry, turn left on Ohio, turn right on NE 4th street. The property gate is at the end of the guard rail. Please park at the gate and walk down. We will have the dog in the kennel if we know your coming.

PROPERTY OWNER INFORMATION

Name:
Terry Roslington

Phone #:
360-509-7653

Owner Mailing Address - Street, City, State, Zip Code:
26314 Washington Blvd. NE Kingston, WA 98346

EVALUATION REPORT RECIPIENT INFORMATION

☒ Recipient information is the same as owner information (if different complete below)

Recipient Name:

Recipient Phone #:

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

☒ Please contact me for pickup

Terry

360-509-7653

IF A SITE VISIT APPOINTMENT IS NEEDED DUE TO ANIMALS OR OTHER CONSTRAINTS

PLEASE SCHEDULE AN APPOINTMENT: ☐ Recipient ☒ Property Owner - Contact Information Above
## ONSITE SEWAGE SYSTEM TANK PUMP OUT REPORT

### Customer Information
- **Name:** Terry L. Roslington
- **Address:** 26314 Washington Blw NE, Kingston, WA 98346
- **Phone:** 360-297-7880

### Tank Details

<table>
<thead>
<tr>
<th>Tank</th>
<th>Size</th>
<th>Gallons Pumped</th>
<th>Comp.</th>
<th>Scum Depth</th>
<th>Sludge Depth</th>
<th>Construction</th>
<th>Depth Below Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>TANK 1</td>
<td></td>
<td>1600</td>
<td>Single</td>
<td>2&quot;</td>
<td></td>
<td>Steel</td>
<td>24&quot;</td>
</tr>
<tr>
<td>TANK 2</td>
<td></td>
<td></td>
<td>Single</td>
<td>2&quot;</td>
<td></td>
<td>Concrete</td>
<td></td>
</tr>
</tbody>
</table>

### Service Details
- **Date of Service:** 7/14/10
- **Service Tech:** Blake Haines
- **Time In:** 11:00
- **Time Out:** 11:20

### Payment
- **Amount:**
  - Cash: $125.00
  - Visa: $125.00
  - Master Card: $125.00

### Notes
- Tank in good shape
- Park in front of gate
- #290 for 1,100 Gal Septic Tank
- 34 & a gallon for Pump Tank
- Offer Retrofit Fitting Services

---

**Kitsap Public Health District**

**Date:** A-10

2036 NE Lincoln Rd  
Poulsbo, WA 98370  
Ph: 360-779-5652

---

**Please Pay From This Invoice**

---

**Name on Card:** Terry L. Roslington

---

**Property Owner or Authorized Representative:**

---

---

---

---
## ONSITE SEWAGE SYSTEM TANK PUMP OUT REPORT

**Pumping Contract**  
**Pumping Company:** CLEAVER CONSTRUCTION  
**Field work performed by:** Eric Cleaver  
**Report entered by:** Lisa Plecuch

### Tank 1

<table>
<thead>
<tr>
<th>Property</th>
<th>Septic Tank - 1 Compartment</th>
<th>Tank Pumped (If NO, indicate any scum/sludge measurements in notes):</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Tank Size (Gallons)(Number only, no text):</td>
<td>1100</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Effluent level within operational limits (If NO explain in comments):</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Gallons pumped from tank (Number only, no text):</td>
<td>1000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Effluent returning back into tank after pumping:</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tank depth below grade (inches):</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Access Risers installed to grade (N/A if not present):</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tank Construction Material:</td>
<td>Fiberglass</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tank Condition Good:</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Baffles in good condition (N/A if not present):</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Effluent screen cleaned (N/A if not present):</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Effluent surging around site components (N/A if not checked):</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pump/Air Mechanism operating as intended:</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Controls operating as intended:</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alarm working as intended:</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tank abandoned after pumping:</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Were repairs made to the Tank or Tank Components? (If YES explain in comments):</td>
<td>NO</td>
</tr>
</tbody>
</table>
**26314 Washington, Kingston**

**CHRONOLOGICAL CONTROL SHEET**

Property Conveyance Inspection

**Applicant: Terry Roslington**

**TaxID:** 43250000080101 **Lot:** N/A

**Memo:** 876 **BP:**

**Contractor:**

<table>
<thead>
<tr>
<th>RECEIVED ON</th>
<th>INITIALS</th>
<th>ACTION TAKEN / COMMENTS</th>
<th>ROUTE TO</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/28/2010</td>
<td>LAM</td>
<td>Over the Counter</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Records attached</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Map, No Complaints</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7-29 **TE** called Terry—he will have dog away

Tues 3-4:30

8-4 **TE** site visit w/ owner

- no pump eject or pump tank
- septic tank 24" deep

- no reserve area although was approved. steep bank next to primary
  - per SE do not mention reserve.
  - there is some room on south side of house for reserve.
  - also there is sewer close by on Ohio Ave. 150-200'

8-5 wrote letter

7/29/10 **BR**
BREMERTON-KITSAP COUNTY HEALTH DISTRICT

BUILDING CLEARANCE
FOR - RESIDENTIAL, ON-SITE SEWAGE DISPOSAL AND WATER SUPPLY

Prior to issuance of a Building Permit, a determination of whether the existing sewage disposal system and water supply meets code and/or setback requirements is necessary. A copy will be forwarded to the jurisdictional Community Development or Planning Dept.

FAILURE TO COMPLETE THE APPLICATION FORM OR TO COMPLY WITH PLOT PLAN REQUIREMENTS MAY RESULT IN APPLICATION DENIAL. BUILDING CLEARANCE PLOT PLAN REQUIREMENTS:
Three plot plans drawn to scale (1:20 or 1:30 mandatory) on a 8 1/2 x 11 or 11 x 17 sheet of paper. Show and label the north direction, wells, water lines, septic tank, drainfield and reserve areas, structures (proposed and existing), property dimensions, driveways and all surface water (marine, lakes, streams, etc.) within 100' of septic system/wells.

**INCLUDE A DETAILED VICINITY MAP ON THE BACK OF THIS FORM**

SEWAGE DISPOSAL SYSTEM INFORMATION (Print Clearly or type)
NAME OF OWNER: Terry Roslington
PHONE NO: 297-7880
PROPERTY ADDRESS: 26314 Washington Blvd NE
City/Zip Code: Kingston 98346
Mailing Address:
Previous Property Address if Changed
Previous Property Owner
Tax Account # 4325-000-0108-001
Existing # of Bedrooms
Proposed # of bedrooms

EXPLAIN YOUR PROPOSAL (BE SPECIFIC: Replacing a mobile home, building an addition, remodeling, adding bedroom(s), will plumbing be installed in out buildings, etc.): USE BACK OF FORM IF NECESSARY.

WATER INFORMATION Water supply is: ☐ Existing ☐ Proposed

PUBLIC: Name of System
ID#
PRIVATE: ☐ Drilled Well ☐ Dug Well ☐ Spring ☐ Other

SIGNATURE OF APPLICANT Terry Roslington DATE 5-10-99
PRINT NAME Terry Roslington PHONE (home) 297-7880 (work)

FOR HEALTH DISTRICT USE ONLY - SEWAGE DISPOSAL SECTION
The proposal is ☐ Approved ☐ Denied
The existing sewage disposal system has been approved for a 3 bedroom home.

COMMENTS: No increase of bedrooms allowed

Environmental Health Specialist 5/10/97

FOR HEALTH DISTRICT USE ONLY - WATER SUPPLY SECTION
The proposal ☐ Conforms ☐ Does Not Conform to current standards for water supply.

COMMENTS:

Environmental Health Specialist 5/10/99
APPLICATION FOR SEWAGE PERMIT
Bremerton-Kitsap County Health Dept.

Name of installer: COREY CONST. CO.
Address: 599 N.W. Walker
Peulso, WA 98370

Phone

Name of owner: Bill Eckles
Address: Bremerton 4325 000 008 0002

Name on building site application and date approved: 

Property Address and DIRECTIONS FOR LOCATING

Lot 8 Saltair Beach of Washington

Kingston

New Building (Building permit # 50554) □ Existing (A construction plan is required)
Type of Occupancy: □ Residential □ Commercial □ Single Family □ Multi-Family
Number of Units _______ Number of Bedrooms per Unit _______

I hereby agree to comply with all the requirements of the Bremerton-Kitsap Co. Board of Health relating to sewage disposal. (The applicant has the right to appeal decisions of the health department.)

Signature of owner or firm making application:

Is there a sewer within 200 feet of the property? No

HEALTH DEPARTMENT/FIELD DRAWING (Attach construction plan if a repair)

Installation Approved by: [Signature]
Date: 8/26/91
‘As Built’ Requested □ Yes □ No
A. Depth to anticipated max. water table ≥48” % slope in DF. area 5-15%

B. The anticipated SEWAGE FLOW based on 120 gpd/bedroom is: 360 gpd.

C. Loading rate average of SL #1 & SL #2 = 1.2 p\( \text{gpd/ft} \) Ave. LR = 1.2 gpd/ft

D. Average perc. rate = loading rate of DRAINFIELD:
\[
\frac{B}{E} = \frac{300}{120} \text{ Sq. ft. of drainfield} \div 12 = 150' \text{ lineal ft. required for standard 2 ft wide drainfield trench or 100' ft. DF. for 3 ft trench}
\]

- Inches of fill is needed. 0” Inches of cover over original ground. CURTAIN DRAIN: X is not required. X is required

WATER SUPPLY IS ☒ Private or ☐ public supply of K:\text{site} P:\text{d} with connections authorized by As \text{original} water system representative

B.S.A./DESIGN submitted by ☒ on 2-12-1991

SEWAGE DISPOSAL SYSTEM: WATER SUPPLY:

ACCEPTED

2-15-91
NO WELLS WITHIN 100'
ALL COVERS TO BE ≤ 5 MIN/INCH
DIVERT ALL SURFACE WATER AWAY FROM DRAINFIELD AREA.
PREPARE SITE & INSTALL DRAINFIELD DURING DRY CONDITIONS.

- Drainlines to be installed level
- Recommend 12" rock below drainline
- Seed final cover
- Bulkhead to be constructed to maintain 75' to reserve area and 100' to primary drainfield area
- Back to be excavated to allow primary drainfield to be 100' to mfr. Back to be reinforced to prevent sides. Reserve to be 75' to mfr.

ACCEPTED

Kitsap Public Health District
WATER AVAILABILITY LETTER

The Public Water System _______ KINGSTON _______

ID No. 42100C _______ is capable of and will supply water to

(property owner) William Ecles

for _______ connection(s) located at (legal description or

property address) Lot 8, Salt Air Beach/ Washington Ave.

__________

The above Public Water System is approved by the Washington State
Department of Health or Bremerton-Kitsap County Health Department
for _______ U/K _______ connections and currently
serves _______ U/K _______ connections. Connection
to the system must be completed within _______ year or this
Availability Letter is void.

Two

In addition, the following requirements must be met: __________

__________

__________

Purveyor's Name Public Utility District No. 1 of Kitsap County

Signature: __________________________

Title: ___________________ Customer Service _______ Phone: (206) 773-7656

Mailing Address: Public Utility District No. 1 of Kitsap County,

P.O. Box 1989, Poulsbo, WA 98370

Date: _______ 2-13-91 _______
KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS
614 DIVISION ST
PORT ORCHARD, WA. 98366  876-7121

ROAD APPROACH PERMIT

APPLICANT  WILLIAM ECLES III  PHONE: 479-2397
(Please Print)

PROJECT ADDRESS  LOT 8 SALT AIR BEACH  SUBDIV. SALT AIR BEACH

SKETCH:  FLANGED ACROSS FROM  EAST 4TH ON WASH.

between                   and

                   in Kitsap County

at                   

(Give an accurate location)

Is this an existing approach?  NO
How many residences will this approach serve?

PLEASE FLAG THE PROPOSED APPROACH AREA ON SITE***PERMITS WILL BE RETURNED IF NOT FLAGGED

NOTE: ALL MATERIAL TO MEET W.S.D.O.T.
STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION.

APPLICANT'S CHOICE OF PIPE MATERIAL:

☐ CONCRETE
☐ ALUMINUM
☐ STEEL

I agree to do the work in accordance with the County rules and regulations and subject to the department's inspection and approval.

RECEIVED

JUN 08 1990

KITSAP COUNTY PUBLIC WORKS

APPROVED:  6/18/90  County jet of twelve inch approach pipe needed for turning radius on Wash Blvd

NOTE: TEMPORARY APPROACHES FOR LOGGING OR CONSTRUCTION REQUIRE A $25.00 BOND.
KITSAP COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT

BUILDING PLUMBING MECHANICAL

ASSESSOR'S ACCOUNT NO. 4325-000-008-0002 SHORT PLAT NO.
OWNER'S NAME William Fries III PHONE 479-2397
OWNER'S PRESENT ADDRESS 3729 Arsenal Way Bremerton
PROPOSED TYPE OF BUILDING AND USE BULKHEAD BASIC NO.
PROPOSED SITE ADDRESS AND LOCATION Washington Blvd. Kinston

BUILDER Corey Const. Co. DESCRIBE OTHER BUILDINGS ON PROPERTY
BUILDER'S ADDRESS 599 NW Walker road
PLUMBING CONTRACTOR MECHANICAL CONTRACTOR

ANY WATER ON OR ADJACENT TO PROPERTY—SALT WATER CREEK POND LAKE MARSH

NEW RESIDENCE ACC. BLD.
MODULAR BULKHEAD MAIN FLOOR (sq. ft.) SECOND FLOOR (sq. ft.)
ADDITION GARAGE/CARPORT BASEMENT (sq. ft.) GARAGE (sq. ft.)
REMODEL OTHER CARPORT (sq. ft.) DECK (sq. ft.)
DECK/PORCH No. of BEDROOMS U.B.C. 88 ED.
BASEMENT No. of BATHROOMS (SEE AND READ NOTICE ON REVERSE SIDE)

OWNER/AGENT 30 July 90

SUBDIVISION SCHOOL DIST. LOT LOT SIZE
SEC. TWN. RANGE

VALUATION $700.00 PLUMBING/FIXTURES FEE MECHANICAL/EQUIP. FEE
BUILDING PERMIT FEE $19.00 pd.
REMITTEN FEE $4.50 pd.
PLUMBING FEE $ MECHANICAL FEE $
TOTAL FEES $19.00 pd.

COMMENTS ZONING **Placement of the bulkhead is for the protection of the upland properties, and not for the indirect intent of creating uplands at the expense of inter-tidal area. Placement of the bulkhead should mirror the natural contours of the natural shorelines as much as possible. **Approved per revised site plan.

COMMENTS BUILDING

**APPROVAL SUBJECT TO ON SITE INSPECTION APPROVAL**
BY RON PERKEREWICZ BM DATE 7/30/90

KITSAP COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT • 614 DIVISION STREET • PORT ORCHARD, WA 98366 • (206) 876-7181
COPIES TO: WHITE—OWNER, GOLD—BUILDING, YELLOW—FILE, PINK—ASSESSOR
BUILDING SITE APPLICATION AND/OR DESIGN FOR ON-SITE SEWAGE DISPOSAL
Bremerton Kitsap County Health Dept. 478-5265 01808

OWNER: Karen Kolthoff  MAR 25 1987 Lot 8 Saltair Beach
LEGAL: Whidbey Island

ADDRESS: P.O. BOX 705, KING TONY, 98346 297-3994

Mobile Home:  new  replacement  Commercial
Moved Bldg.  Drainfield repair design  Other

Indicate soil type, texture/description, restrictive layer/s, settling, perc. & loading rates, place plot plan and vicinity map on reverse side.

SOIL LOG #1
(PRIMARY DRAINFIELD)

LR: 1.2 gpd/ft²

<table>
<thead>
<tr>
<th>Depth</th>
<th>Soil Type &amp; Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0&quot;</td>
<td>Gray, med. fine sand/rock</td>
</tr>
<tr>
<td>24&quot;</td>
<td>Lt. brown, med. fine sand/rock</td>
</tr>
<tr>
<td>36&quot;</td>
<td>Lt. brown, fine sand/rock</td>
</tr>
</tbody>
</table>

LR: 1.2 gpd/ft²

<table>
<thead>
<tr>
<th>Depth</th>
<th>Soil Type &amp; Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0&quot;</td>
<td>Gray, very fine sand</td>
</tr>
<tr>
<td>24&quot;</td>
<td>Gray, very fine sand</td>
</tr>
<tr>
<td>36&quot;</td>
<td>Gray, very fine sand</td>
</tr>
</tbody>
</table>

LOG #3  <FOR RESERVE> LOG #4


A. Depth to anticipated max. water table  48"  % slope in DF. area: 5 - 15°

B. The anticipated SEWAGE FLOW based on 120 gpd/bedroom is: 240 gpd.

C. Loading rate average of SL #1 & SL #2 = 1.2

D. Average perc. rate = Loading rate of 1.2

DRAINFIELD:
B/E = 200 ft² of drainfield / 2 = 100' lineal ft. required for standard 2 ft wide drainfield trench or 100' ft. DF. for 3 ft trench. Other

Inches of fill is needed. Inches of cover is needed.

CURTAIN DRAIN REQUIRED: YES  NO  OTHER:

WATER SUPPLY IS: PRIVATE  PUBLIC

with connections authorized by


SEWAGE DISPOSAL SYSTEM: DENIED

must maintain 100' to high tide.

Kitap Public Health District
NO WELLS WITHIN 100'

ALL COVERS TO BE 5 MIN/INCH

DIVERT ALL SURFACE WATER AWAY FROM DRAINFIELD AREA.

PREPARE SITE & INSTALL DRAINFIELD DURING DRY CONDITIONS.

- Dugouts to be installed level
- Recommend 12" rock below dugouts
- Seed final cover
- Bulkhead to be constructed + maintain 1' to reserve area and 100' to primary drainfield area.
**PROPERTY INFORMATION**

| Location: 26314 Washington  
Kingston  
Tax ID: 43250000080101 |
|-------------------------------

**ON-SITE WASTEWATER TREATMENT SYSTEM INSPECTION REPORT**

- Inspected: 08/09/2010  
- Inspection Type: PROPERTY SALE  
- Correction Status: All corrections made

| Company: CLEAVER CONSTRUCTION  
Work Performed By: Logan Cleaver  
Submitted 08/09/2010 by: Lisa Piecuch |
|---------------------------------------

**COMMENTS & GENERAL INSPECTION NOTES**

- No Deficiencies Noted

- Tank was Retro-fitted to surface and fitted with a Tank alert alarm

**GENERAL SITE & SYSTEM CONDITIONS**

| The General Site and System Conditions were:  
|-----  
| Fully Inspected |
| All Components accessible for maintenance, secure and in good condition: YES |
| All required service performed (if no - specify omitted inspection items in notes): YES |
| Surfacing effluent from any component (including mound seepage): NO |
| Components appear to be watertight - no visual leaks: YES |
| Improper encroachment (structures/impervious surfaces); cover; or settling problems observed: NO |

**ONSITE SEWAGE SYSTEM INSPECTION DETAIL**

**TANK: Septic Tank - 2 Compartment Fiber glass**

| This component was:  
|-----  
| Fully Inspected |
| Effluent level within operational limits (if NO explain in comments): YES |
| All required baffles in place (N/A = No baffles required): YES |
| Effluent Filter Cleaned (N/A = Not Present): N/A |
| Compartment 1 Scum accumulation (inches, if other specify): 1" |
| Compartment 1 Sludge accumulation (inches, if other specify): 2" |
| Compartment 2 Scum accumulation (inches, if other specify): 0 |
| Compartment 2 Sludge accumulation (inches, if other specify): 1" |
| Pumping needed: NO |

**TANK: Pump Tank Fiber glass**

| This component was:  
|-----  
| Fully Inspected |
| Compartment 1 Scum accumulation (inches, if other specify): 0 |
| Compartment 1 Sludge accumulation (inches, if other specify): 1" |
| Pumping needed: NO |

**Drainfield: Gravity Pump to Gravity**

| This component was:  
|-----  
| Fully Inspected |
| Ponding present? If YES explain in comments: NO |

This report indicates certain characteristics of the onsite sewage system at the time of visit. In no way is this report a guarantee of operation or future performance.

ReportID: 183220  
View inspection reports online at www.onlinerme.com
**COMMENTS**

No scum in pump basin

1" of sludge in pump basin

### Pump Report

<table>
<thead>
<tr>
<th>Description</th>
<th>Septic Tank - 2 Compartment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tank Pumped:</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Tank Size (Gallons)</strong>&lt;sup&gt;Number only, no text&lt;/sup&gt;:</td>
<td>1100</td>
</tr>
<tr>
<td><strong>Effluent level within operational limits</strong>&lt;sup&gt;if NO explain in comments&lt;/sup&gt;:</td>
<td>YES</td>
</tr>
<tr>
<td><strong>Total Gallons pumped from tank</strong>&lt;sup&gt;Number only, no text&lt;/sup&gt;:</td>
<td>1000</td>
</tr>
<tr>
<td><strong>Effluent returning back into tank after pumping:</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Tank depth below grade</strong>&lt;sup&gt;inches&lt;/sup&gt;:</td>
<td>NO</td>
</tr>
<tr>
<td><strong>Access Risers installed to grade</strong>&lt;sup&gt;N/A if not present&lt;/sup&gt;:</td>
<td>NO</td>
</tr>
<tr>
<td><strong>Tank Construction Material:</strong></td>
<td>Fiberglass</td>
</tr>
<tr>
<td><strong>Tank Condition Good:</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Baffles in good condition</strong>&lt;sup&gt;N/A if not present&lt;/sup&gt;:</td>
<td>YES</td>
</tr>
<tr>
<td><strong>Effluent screen cleaned</strong>&lt;sup&gt;N/A if not present&lt;/sup&gt;:</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Effluent surfacing around site components</strong>&lt;sup&gt;N/A if not checked&lt;/sup&gt;:</td>
<td>NO</td>
</tr>
<tr>
<td><strong>Pump/Air Mechanism operating as intended:</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Alarm working as intended:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Tank abandoned after pumping:</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Were repairs made to the Tank or Tank Components?</strong>&lt;sup&gt;if YES explain in comments&lt;/sup&gt;:</td>
<td>YES</td>
</tr>
</tbody>
</table>

### Pump Report

<table>
<thead>
<tr>
<th>Description</th>
<th>Pump Basin</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tank Pumped:</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Tank Size (Gallons)</strong>&lt;sup&gt;Number only, no text&lt;/sup&gt;:</td>
<td>200</td>
</tr>
<tr>
<td><strong>Effluent level within operational limits</strong>&lt;sup&gt;if NO explain in comments&lt;/sup&gt;:</td>
<td>YES</td>
</tr>
<tr>
<td><strong>Total Gallons pumped from tank</strong>&lt;sup&gt;Number only, no text&lt;/sup&gt;:</td>
<td>0</td>
</tr>
<tr>
<td><strong>Effluent returning back into tank after pumping:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Tank depth below grade</strong>&lt;sup&gt;inches&lt;/sup&gt;:</td>
<td>24</td>
</tr>
<tr>
<td><strong>Access Risers installed to grade</strong>&lt;sup&gt;N/A if not present&lt;/sup&gt;:</td>
<td>NO</td>
</tr>
<tr>
<td><strong>Tank Construction Material:</strong></td>
<td>Fiberglass</td>
</tr>
<tr>
<td><strong>Tank Condition Good:</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Baffles in good condition</strong>&lt;sup&gt;N/A if not present&lt;/sup&gt;:</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Effluent screen cleaned</strong>&lt;sup&gt;N/A if not present&lt;/sup&gt;:</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Effluent surfacing around site components</strong>&lt;sup&gt;N/A if not checked&lt;/sup&gt;:</td>
<td>NO</td>
</tr>
<tr>
<td><strong>Pump/Air Mechanism operating as intended:</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>Alarm working as intended:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Tank abandoned after pumping:</strong></td>
<td>NO</td>
</tr>
<tr>
<td><strong>Were repairs made to the Tank or Tank Components?</strong>&lt;sup&gt;if YES explain in comments&lt;/sup&gt;:</td>
<td>NO</td>
</tr>
</tbody>
</table>
ATTACHMENT B
(Septic Records)
ATTACHMENT C

DIRECTIONS TO MANDATORY SITE VISIT
Tuesday, March 3, 2020 at 9:00 a.m.
26314 Washington Blvd NE, Kingston, WA

*There is no parking at the site; alternative parking is located nearby along 4th Street and in the downtown Kingston area within walking distance to the site.

Directions from Tacoma
Follow WA-16 W towards Gig Harbor/Bremerton. Continue WA-16 over Narrows Bridge and through Port Orchard toward Bremerton. Merge onto WA-3 toward Silverdale and continue toward Poulsbo. Take the WA-305 exit toward Poulsbo/Bainbridge Island. Take WA-307 N/Bond Road NE and WA-104E/NE State Hwy 104 to Washington Blvd NE in Kingston. Use the right 2 lanes to turn right onto Hwy 305 S/WA-305 S. Use the left 2 lanes to turn left onto WA-307 N/Bond Road NE. Continue onto WA-104 E/NE State Hwy 104. Turn left onto NE 2nd Street. Turn left onto Ohio Avenue NE. Turn right onto NE 4th Street. Property is located at first 90 degree turn which becomes Washington Blvd NE.

Directions from the Kingston Ferry
Head North on NE 1st Street. Turn right of Ohio Avenue NE. Turn right onto NE 4th Street. Property is located at first 90 degree turn which becomes Washington Blvd NE.
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 and remove the existing house, foundation, and the concrete driveway located on-site. The Contractor will be responsible for hauling away all materials/debris associated with the house and improvements. This work will include restoring the property to grade with dirt and any erosion control materials required through permitting. Additionally, contractor will decommission the private septic system which will remain in place. All other utilities have been disconnected.

b. The Contractor shall provide all labor, equipment, and materials necessary to demolish the existing house, remove the foundation, and remove the concrete driveway located at 26314 Washington Blvd NE, Kingston, Washington 98346. The Contractor will be responsible for hauling away all materials/debris associated with the house and appurtenances and restoring the property to grade with dirt and any erosion control materials required through permitting. 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 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 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.