

**SEALED BID INSTRUCTIONS FORM FOR SALE OF SURPLUS HOUSE
OWNED BY JEFFERSON COUNTY, WASHINGTON**

Consistent with RCW 36.34.080(1)(c), Jefferson County (“the County”) proposes to sell the Property described below under all the terms and conditions listed below.

Sealed bids, which must be clearly marked “SEALED BID – QUILCENE SURPLUS HOME” will be received up until 9:30 a.m. on July 9, 2018 at the Jefferson County Board of County Commissioners’ (BoCC) chambers, 1820 Jefferson Street, Port Townsend, Washington. Sealed bids will opened and read as part of the BoCC’s public meeting at 10:00 am on that date.

DESCRIPTION OF PROPERTY FOR SALE:

The property for sale is the House located on Parcel Number 991200407, commonly known as 161 Rodgers St., Quilcene, Washington with the following legal description:

Lots 16, 17, 18, 19 and 20 in Block 4 of Quilcene, as per plat recorded in Volume 2 of Plats, page 33, records of Jefferson County, Washington;

TOGETHER WITH that portion of vacated Fremont Avenue, as vacated under Resolution #57-00 of the County Commissioner of Jefferson County, that would attach by operation of law.

Situate in the County of Jefferson, State of Washington.

(Referred to in this Sealed Bid Instructions Form as “the Lot”). Only the House and not the Lot is for sale.

BUYER INFORMATION:

Name: _____

DBA: _____

Address: _____

Phone: _____

Email: _____

CONDITIONS OF SALE:

The County offers to sell the House only (and not the Lot), under all of the following terms and conditions that will be legally binding on any successful bidder:

1. Buyer agrees to all terms and conditions stated below.

2. Buyer agrees to be legally and financially responsible for complying with all the terms and conditions whether submitting the bid on Buyer's own behalf or as a representative of someone else.

3. **THE SEALED BID MUST CONTAIN:**

- a. A signed and dated version of this Sealed Bid Instructions Form, constituting an unconditional bid for the purchase of the House;
- b. A bid amount that equals or exceeds the minimum bid amount; and,
- c. The bid amount must be written in the blank provided on this Sealed Bid Instructions Form.

4. The minimum bid amount is: \$500.00.

5. Buyer shall provide payment in the form of cash, cashier's check or money order to the Jefferson County Treasurer ("Treasurer") within 60 minutes of the end of the sale. Payments in excess of the total purchase price will be refunded by the County via mail within 45 days. If payment is not made within 60 minutes of the end of the sale, the successful bidder will be considered in default, and the successful bidder may be banned from future sales.

6. A failure by Buyer to make timely the required payment, shall result in the acceptance of the next highest bid that meets all the terms and conditions contained in this Sealed Bid Instructions Form. Such failure results in the person making the next highest bid becoming the successful bidder who then must provide payment in the form of cash, cashier's check or money order to the Treasurer by 4:00 p.m. the next day after notice is given to the next highest bidder.

7. **BUYER UNDERSTANDS THAT THIS IS A SALE OF SURPLUS PROPERTY. THIS IS NOT A TAX FORECLOSURE SALE.**

8. **A BID IS AN IRREVOCABLE OFFER TO PURCHASE THE HOUSE AND ONCE MADE AND ACCEPTED AS THE SUCCESSFUL BID, IS A BINDING CONTRACT.**

9. Buyer agrees to examine the House, its location, the location to which Buyer plans to move the House and the route Buyer plans to use to move the House *prior* to signing and dating a version of this Sealed Bid Instructions Form and payment of the successful bid amount as required by Paragraph 5.

10. Buyer must perform research and due diligence prior to bid submittal. Though not required, it is recommended that the Buyer prepare a draft written plan for complying with all the terms and conditions of this Sealed Bid Instructions Form as required by Paragraphs 18 and 19 before completing this Sealed Bid Instructions Form.

11. Buyer must remove the House from the Lot on or before October 15, 2018.

12. Before removing the House, Buyer agrees to retain the services of a fully bonded and insured house-moving contractor to move the house.

13. Before removing the House, Buyer agrees to obtain all necessary permits and rights of way for moving the house from the Lot and placing it at another location before attempting to move the House. The Buyer understands and agrees that at the new location, the moved house will be required to meet the permit requirements for sewage and water, zoning requirements for setback or other applicable building requirements.

14. Before removing the House, Buyer agrees to coordinate the route for moving the house with utility companies, the Washington State Department of Transportation (WSDOT), the Jefferson County Sheriff (JSCO), all Fire Departments with authority in the areas through which the House is to be moved and the County's Public Works Department.

15. Before removing the House, Buyer agrees that during the move, Buyer will ensure that utility crews are on location to assist with removing and replacing power lines, as necessary.

16. Buyer represents and agrees that the House will not be moved to a location that is in a Special Flood Hazard Area (SFHA) or moderate flood hazard zone areas identified on a Federal Emergency Management Agency Flood Insurance Rate Map (FIRM).

17. Buyer agrees that during the move of the House, Buyer will ensure that the JSCO and certified flaggers will be on location to assist in the relocation of the House.

18. Buyer agrees to submit a written plan for complying with all the terms and conditions of this Sealed Bid Instructions Form to Jefferson County Environmental Health (c/o Tami Pokorny) within 30-days of acceptance by the County of a successful bid.

19. Buyer agrees to obtain approval of its written plan for complying with all the terms and conditions of this Sealed Bid Instructions Form within 45-days of acceptance of a successful bid.

20. Buyer agrees that the conditions stated in Paragraphs 11 to 19, above are conditions that must be performed after winning a successful bid and that failure to perform these conditions shall result in loss to the County and termination of the agreement.

21. Buyer agrees quantifying the loss to the County arising from Buyer's failure to satisfy the conditions listed in Paragraphs 11 to 20 is inherently difficult, as delay may impact the County's reputation or require the County to expend additional resources to re-bid the surplus property or to demolish the House. As a result, Buyer agrees that the County may retain as damages the lesser of the amount of \$5,000 or the total amount Buyer paid pursuant to Paragraph 5. Buyer further agrees this sum is not a penalty, but rather a reasonable measure of damages, based upon the nature of the losses that may result from Buyer's failure to perform. The County will return to Buyer any amount not required to satisfy the County's loss, as quantified in this paragraph.

22. Buyer understands the County acquired the Lot for conservation; the County has never used the House, and the County's plan to acquire the Lot included a plan to demolish the House because of its proximity to a nearby river.

23. Neither County, the Treasurer nor any of the County's employees make:

- a. Any promises or statement of fact about the House, including but not limited to whether the House can be moved, whether right of ways can be obtained to move the House, or whether permits can be obtained to move the House and place it at a new location;
- b. Any guaranty or warranty, express or implied, related to the condition of the House; or,
- c. Any representation as to the environmental condition of the House.

24. The sale of the House should not, in any way, be equated to a real estate sale by licensed sales people, brokers or realtors.

25. THIS SALE IS NOT OF A FEE SIMPLE INTEREST IN THE LOT. REGARDLESS, BUYER EXPRESSLY WAIVES THE RECEIPT OF ANY SELLER DISCLOSURE STATEMENT. ANY SELLER DISCLOSURE STATEMENT IS PROVIDED AS A COURTESY TO THE BUYER AND IS NOT INTENDED TO BE PART OF ANY AGREEMENT BETWEEN THE COUNTY AND BUYER. FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THE HOUSE YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE HOUSE, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. INSPECTIONS PRIOR TO SALE MAY ONLY OCCUR WITH PERMISSION BY AND AT THE CONVENIENCE OF JEFFERSON COUNTY STAFF ON THE DAY AND HOURS OF THE OPEN HOUSE AND JUNE 28 OR 29, 2018 BY APPOINTMENT.

26. THE HOUSE IS SOLD AS IS. BUYER ACCEPTS THE HOUSE IN ITS CURRENT CONDITION WHETHER THE HOUSE CONTAINS ANY POTENTIALLY HARMFUL MATERIALS, INCLUDING BUT NOT LIMITED TO ASBESTOS, HAZARDOUS SUBSTANCES, LEAD PAINT, OR MOLD. IF IT IS DETERMINED THAT THE HOUSE CONTAINS ANY HARMFUL MATERIALS, BUYER AGREES TO TAKE ALL STEPS NECESSARY, AND BEAR ALL COSTS NECESSARY, TO ADDRESS THOSE HARMFUL MATERIALS AS MAY BE REQUIRED BY FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS.

27. BUYER HEREBY RELEASES AND FOREVER DISCHARGES THE COUNTY, ITS AGENCIES, APPOINTED AND ELECTED OFFICIALS, DEPARTMENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS, INSURERS, ATTORNEYS AND SUCCESSORS FROM ALL CLAIMS, DEMANDS, DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES, LIENS, ACTIONS, CLAIMS

FOR RELIEF, CAUSES OF ACTION, WHETHER AS A RESULT OF DAMAGE TO PROPERTY, BODILY INJURY OR DEATH GROWING OUT OF OR IN ANY WAY RELATED TO THE CONDITION OF THE HOUSE, THE REMOVAL OF THE HOUSE FROM THE LOT, THE MOVING OF THE HOUSE OR THE PLACEMENT OF THE HOUSE AT ANOTHER LOCATION, INCLUDING BUT NOT LIMITED TO ALL FUTURE DAMAGES, LAWSUITS, INJURIES, COSTS AND ATTORNEY'S FEES AND EXPENSES RESULTING FROM SUCH MATTERS.

28. THE TREASURER MAY WITHDRAW THE HOUSE FROM SALE AT ANYTIME. TERMS OF THE SALE ARE SUBJECT TO MODIFICATION PRIOR TO COMMENCEMENT OF THE SALE. BY SUBMITTING A BID, BUYER AGREES TO THE TERMS OF THE SALE AS POSTED AT THE TIME THIS BID IS SUBMITTED.

29. THE SALE IS FINAL. THERE WILL BE NO REFUND FOR ANY REASON.

BID AMOUNT IN DOLLARS:

\$ _____

I/We agree to the bid amount and all the terms and conditions in this Sealed Bid Instructions Form for the bid submitted.

SIGNATURE(S)

PRINTED NAME(S)

DATE



Report for:

Chad Witheridge
NW Asbestos
406 Reed St.
Port Townsend, WA 98368

Regarding: Project: 161 Rogers Quilcene, WA
EML ID: 1756742

Approved by:

Dates of Analysis:
Asbestos PLM: 07-12-2017

Approved Signatory
Noah Lazarte

Service SOPs: Asbestos PLM (EPA Methods 600/R-93/116 & 600/M4-82-020, SOP EM-AS-S-1267)

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the items tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: NW Asbestos
 C/O: Chad Witheridge
 Re: 161 Rogers Quilcene, WA

Date of Sampling: 07-03-2017
 Date of Receipt: 07-11-2017
 Date of Report: 07-12-2017

ASBESTOS PLM REPORT: EPA-600/M4-82-020 & EPA METHOD 600/R-93-116

Total Samples Submitted: 3
Total Samples Analyzed: 3

Total Samples with Layer Asbestos Content > 1%: 0

Location: S1, Drywall Living Room

Lab ID-Version‡: 8204200-1

Sample Layers	Asbestos Content
White Drywall with Brown Paper and Paint	ND
Cream Tape	ND
Off-White Texture with Paint	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Poor

Location: S2, Drywall Dining Room

Lab ID-Version‡: 8204201-1

Sample Layers	Asbestos Content
Pink Drywall with Brown Paper	ND
White Texture with Paint	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Poor

Location: S3, Window Glazing

Lab ID-Version‡: 8204202-1

Sample Layers	Asbestos Content
White Window Glazing with Paint	ND
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

NWA
NORTHWEST ASBESTOS CONSULTANTS

Surveys. Inspections. Sampling
AHERA Building Inspector / Mgmt Planner
EPA Certification AHERA1016201580
97 Fir Circle Port Hadlock WA 98339
chadwitheridge@gmail.com
(360)531-4636

Date: 7/12/2017

Job location: 161 Rogers Quilcene, WA

Owner: Jefferson County Public Health

Subject: Inspection for Possible Demolition

Inspector: Chad Witheridge
EPA AHERA - Building Inspector
#1016201580
Expires- 10/16/2017

Asbestos Bulk Sample Data
NORTHWEST ASBESTOS CONSULTANTS

Surveys. Inspections. Sampling
AHERA Building Inspector / Mgmt Planner
EPA Certification AHERA1016201580
EPA Certification WAMOA-0042
97 Circle Port Hadlock WA 98339
chadwitheridge@gmail.com
(360)531-4636

Samples were sent to EMLAB P&K

Date: 7/1/2017

Job location: 161 Rogers Quilcene, WA

Owner: Jefferson County Public Health

Subject: Inspection for Possible Demolition

Samples

S1: Drywall Living Room
S2: Drywall Dining Room
S3: Window Glazing

Inspector: Chad Witheridge
EPA AHERA - Building Inspector
#1016201580
Expires- 10/16/2017

Scope of Work:

- 1) Good faith inspection for asbestos containing building material (ACBM).
- 2) Survey, sample and record suspect materials of requested area only.
- 3) Report to Jefferson County Public Health with results

Inspection Report:

The inspection started with a visual survey looking for ACBM. Two story residential house. Wood flooring, Wood paneling walls, Wood exterior siding, Composition roof. Approximately 1500 sq ft.





NWA
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97 Fir Circle Port Hadlock WA 98339
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Date: 7/12/2017

Job location: 161 Rogers Quilcene, WA

Owner: Jefferson County Public Health

Subject: Inspection for Possible Demolition

Inspector: Chad Witheridge
EPA AHERA - Building Inspector
#1016201580
Expires- 10/16/2017

Summary: ND= No Asbestos Detected

S1:	Drywall Living Room	ND
S2:	Drywall Dining Room	ND
S3:	Window Glazing	ND

All asbestos containing building materials with a reading greater than 1% is considered a hazardous material if disturbed.

If removed the owner or certified abatement contractor must follow the rules of the EPA and governed by Olympic Region Clean Air Agency.

During renovation it is possible that additional suspect ACBM may be found. Should such suspect material be discovered an AHERA certified inspector will have to sample and test the material to prove it is of non asbestos.

Northwest Asbestos Consultants is not responsible for identification of hidden materials that are not identifiable with reasonable diligence.

Thank you,

Chad Witheridge Building Inspector EPA Certification AHERA1016201580

5/25/2018

Gallagher House Surplus Sale Calendar

Jefferson County Surplus Sale

Sep-17							Oct-17							Jun-18							Jul-18							Aug-18							October											
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa					
					1	2	1	2	3	4	5	6	7							1	2	1	2	3	4	5	6	7				1	2	3	4						1	2	3	4	5	6
3	4	5	6	7	8	9	8	9	10	11	12	13	14	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	7	8	9	10	11	12	13					
10	11	12	13	14	15	16	15	16	17	18	19	20	21	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	14	15	16	17	18	19	20					
17	18	19	20	21	22	23	22	23	24	25	26	27	28	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	21	22	23	24	25	26	27					
24	25	26	27	28	29	30	29	30	31	24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	31	28	29	30	31	28	29	30	31													

1. Department initiates surplus property sale discussion with Treasurer, ongoing discussion. **Finalize plan. (Sept 11, 2017)**
2. Agenda Request with Resolution Notice of Intention to Sell and Notice of PH submitted by Treasurer to BOCC for consideration **(September 12, 2017)**
3. Commissioners at regular meeting consider whether to surplus property (RCW 36.34.010) **(September 18, 2017)**
4. Commissioners sign Notice of Intention to Sell Resolution and set Hearing date to declare Surplus Property (RCW 36.34.020) **(Sept 18, 2017)**
5. Send both notices via Port Townsend Leader Legals (RCW 36.34.020) Publish October 4 and October 11. **(Sept 29, 2017)**
6. Post notices in Courthouse and Treasurer's Office (RCW 36.34.030) **(October 4, 2017)**
7. Hearing Date (at least 10 days after first publication) (RCW 36.34.040) **(October 16, 2017 – 10:00 a.m.)**
8. **October 16, 2017** Resolution to Sell approved by BOCC or decision made not to sell. **(Done, Resolution 43-17)**
9. Within three days after the hearing a determination is made and it becomes a matter of record. (Nothing can be changed or added once the Commissioners declare items surplus.) (RCW 36.34.050)
10. *****New Step***** AR for Board to review terms and allow Treasurer to proceed with sale. (May 29, 2018)
11. *****New Step***** Board considers terms, provides input and decides to allow Treasurer to proceed with sale (June 4, 2018)
12. Auditor sends notices to the Leader **(Friday June 8, 2018)**
13. Notice of Sale – Auditor must publish notice once a week for 2 successive weeks. Notice and date of first publication at least 10 days prior to sale date with list of items for sale with time and date. (RCW 36.34.090) **(June 13 and 20, 2018)**
14. Open House held for potential bidders to view property. **(June 27, 2018)**
15. Check to be sure they have all paperwork including deed, and ready for sale. **(on or before July 2, 2018)**
16. **BIDS DUE 9:30 AM, MONDAY, JULY 9, 2018, Bid Opening at 10:00 AM with BOCC, Sale per terms**
17. **Winning Bidder to provide plan for removal within 30 days of sale per terms of Bid. (August 8, 2018)**
18. **County to review plan for removal within 15 days and approve or reject (August 23, 2018). If rejected, County may proceed to sell to next highest bidder.**
19. **Three (3) months allotted for purchaser to move structure off land. (October 15, 2018)**

	Holiday
	Department Actions
	Notices Published
	BOCC Actions
	Bids Due/Opening/Sale Date
	Purchaser Tasks Due
	House Moved Due Date