

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Power

PUD No. 2 of Pacific County

(360)642-3191

9610 Sandridge Road

Long Beach, WA 98631

address

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

The Contractor's construction activities shall be confined to the right of way and within the limits shown on the drawings, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work.

The Agency will submit the appropriate Notice of Maintenance to WSDOT and Pacific County prior to the beginning of the work. The Contractor is required to meet the conditions of the work authorization.

Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new Sections:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new Section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer, the Contracting Agency and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.3(2)A Type A Progress Schedule
(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit ~~\$\$\$~~ copy of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account

(*****)

Section 1-09.6 is supplemented with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made under the bid item Force Account on the basis of the amount of work actually authorized by Contracting Agency.

The Contracting Agency will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time utilizing the Field Order Form contained in these contract documents.

Payments or credits for changes amounting to \$2,500 or less may be made under the Bid item "Minor Changes". At the discretion of the Owner, this procedure for Minor Changes may be used in lieu of the more formal procedure for Change Orders.

If the Contractor identifies what, in the view of the Contractor, is out of scope work to be performed and paid for by force account, the Contractor must provide clear documentation for why the identified work is outside the contracted scope of work and submit documentation to the Contracting Agency within 48 hours of initial notice of out of scope work. The Contracting Agency will evaluate submitted documentation and provide a determination in writing to the Contractor within 14 calendar days after receipt of the Contractor's documentation for out of scope work. If the Contracting Agency determines that the Contractor's documentation supports the claim for out of scope work, the Contractor, within 72 hours, must provide a project labor list, materials, equipment, and services to the Contracting Agency for use in calculating the force account payment prior to commencing the work. No payment will be made to the Contractor for schedule impacts while the Contractor's documentation is being evaluated. No payment shall be made to the Contractor for any force account work that is completed without written approval of the Contracting Agency. All force account work must be

monitored and computed by the Contracting Agency or the Contracting Agency, and the results shall be final. No force account payment computed by the Contractor will be accepted.

1-09.9 Payments
(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non-FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

**DIVISION 2
EARTHWORK**

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description
(*****)

Delete paragraph one of Section 2-01.1 which begins "The Contractor shall clear..." and replace with the following:

The extent of clearing and grubbing required consists of clearing, removal and disposal of all miscellaneous debris and vegetation such as stumps, trees, logs, roots, shrubs, vines, grass and weeds within the designated limits as required to construct improvements as shown on the Drawings. Clearing and grubbing is estimated at 4.5 acres.

Removing and replacing landscaping, or similar improvements that interface with the construction, shall be completed by the Contractor and shall be considered incidental to the construction, and the cost thereof shall be included in the unit contract prices in the proposal. Said improvements shall be removed and replaced to the satisfaction of the Contracting Agency and the Contractor shall, at his own expense, completely repair any damage thereto caused by his operations.

The Contractor shall coordinate with adjacent property owners to allow them to retain trees adjacent to their property. The Contractor shall be responsible for sustaining the growth of shrubs and trees, within the confines of the work area, for a period of one year following final acceptance of the improvements. All costs incurred shall be considered incidental to the bid items and shall be included in the unit contract prices in the proposal.

The Contractor shall take adequate precautions to protect existing lawns, trees, shrubs outside of rights-of-way, sidewalk, curbs, pavements, utilities, adjoining property, retaining walls, walkways and structures, and to avoid damage thereto. The Contractor shall, at his own expense, completely repair any damage thereto to a condition similar or equal to that existing before such damage or removal at Contractor's expense.

2-01.2 Disposal of Usable Material and Debris
(*****)

Section 2-01.2 is supplemented with the following:

No waste site has been provided by the Port for this project. Disposal shall be per Disposal Method 2 of the Standard Specifications.

2-01.2(1) Disposal Method No. 1 – Open Burning
(*****)

Section 2-01.2(1) is deleted from the specifications in its entirety.

2-01.5 Payment
(*****)

Section 2-01.5 is revised as follows:

"Clearing and Grubbing", per lump sum.

The unit contract price per lump sum for "Clearing and Grubbing" shall be full pay for all Work described in this section. This also includes removal, balling, and watering ornamental or decorative shrubs and/or trees, coordinating with adjacent property owners, and sustaining

the growth of these shrubs and/or trees for a period of one year following final acceptance of the improvements. This also includes fully removing the primary root system of removed trees within the disturbed area.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description (*****)

Section 2-02.1 is supplemented with the following:

This work shall consist of the excavation, removal, haul and disposal of the items as identified on the drawings and specified herein.

Structure excavation, backfill and compaction quantities for the removal of items are not shown on the drawings. This excavation, backfill and compaction work shall be included in the lump sum for "Removal of Structures and Obstruction" or the unit bid price for items included in the Bid Proposal.

All costs associated with salvaging or abandoning items where indicated on the drawings shall be included in the lump sum "Removal of Structures and Obstructions".

Additional items of work identified in this section, and for which a bid item has been provided, shall not be included in the lump sum "Removal of Structures and Obstructions" but shall be measured and paid under the respective item.

2-02.2 Vacant (*****)

Section 2-02.2 is supplemented with the following:

Materials

All voids shall be backfilled with native material, unless otherwise directed by the Owner or Engineer.

2-02.3 Construction Requirements (*****)

Section 2-02.3 is supplemented with the following:

Disposal of excavated and removed items shall be per 2-03.3(7) of the Standard Specifications.

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe and any of the discarded facilities shall be carefully salvaged and stockpiled as directed by the Owner. The Owner shall have salvage rights to all equipment and materials. If Owner elects to dispose of any equipment or material, it shall be disposed of by the Contractor and at no cost to the Owner.

2-02.4 Measurement (*****)

Section 2-02.4 is replaced with the following:

No specific unit of measurement will apply to the unit bid item "Removal of Structures and obstructions".

Removal of Structures and Obstructions, per lump sum.

2-02.5 Payment
(*****)

Section 2-02.5 is replaced with the following:

Payment shall be made for the following Bid item when it is included in the Proposal:

“Removal of Structures and Obstructions”, lump sum.

Payment shall include without limitation, haul and disposal of items, backfilling and compaction of trenches, holes, or pits that results from such removal of structures and obstructions as identified on the drawings or in these specifications or as directed by the Engineer.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description
(*****)

Section 2-03.1 is replaced with the following:

The Work described in this section, regardless of the nature or type of materials encountered, includes excavation and grading the wetland mitigation site, excavation for relocated ditch, filling of existing ditch to be relocated, excavation below grade as directed by the Engineer, haul of material designated to be used as site fill to areas requiring fill, and haul and disposal of all excess material offsite to a Contractor designated waste site.

Also included will be stockpiling and final placement of native soils and materials to be re-used on the Project Site. Excavated soils within the project area shall be hauled within the project area to construct embankment and for fill material.

Site Grading shall meet the requirements of Earth Embankments per WSDOT Standard Specification 2-03.3(14)B and shall be defined as excavating, hauling, placing, compacting and shaping the surface to a smooth finish to the elevations and grades as shown on the drawings. Final grading for this project may require the removal of material from one area and moving to another area as directed by the Owner or its representative or as noted on the drawings.

No additional payment will be made for the haul of material onsite, or the haul and disposal of surplus excavated materials.

2-03.2 Vacant
(*****)

Section 2-03.2 is supplemented with the following:

Materials

Import Fill shall meet the requirements for Aggregate for Gravel Base per WSDOT Standard Specification 9-03.10 and shall be used to supplement native material where import material is required to reach subgrade elevation, prior to installation of aggregate base.

2-03.3 Construction Requirements

2-03.3(7) C Contractor Provided Disposal Site
(*****)

Section 2-03.3(7)C is supplemented with the following:

Protection of Wetland Areas

Disposal of excess material within a wetland area, except as noted on the drawings, will not be allowed.

The Contractor shall protect, indemnify, and save harmless the Owner from any damages that may arise from the Contractor's activities in making these arrangements. Such indemnity shall be in accordance with RCW 4.24.115 as amended by CH. 305, Laws of 1986. Any action required satisfying any permit and/or any approval requirements in a Contractor provided disposal site shall be performed by the Contractor at no additional expense to the Owner.

2-03.3(14)C Compacting Earth Embankments (March 13, 1995)

Section 2-03.3(14)C is supplemented with the following:

All embankments, except waste embankments, shall be compacted using Method A.

2-03.3(14)J Gravel Borrow Including Haul (***)**

Section 2-03.3(14)J is supplemented with the following:

Import fill shall be comprised of Aggregate for Gravel Base and shall be used to supplement native material to build embankments to final subgrade elevation.

2-03.4 Measurement (***)**

Section 2-03.4 is modified as follows:

No specific unit of measurement will apply to the unit bid item "Site Grading". Payment for embankment compaction will not be made as a separate item. All costs for embankment compaction shall be included in other Bid items involved.

Site Grading, per lump sum.

"Import Fill" shall be measured per ton for material supplied, placed and shaped on site. Measurements will be made for truck tickets showing weight of material delivered to the site.

Import Fill, Incl. Haul, per cubic yard.

2-03.5 Payment (***)**

Section 2-03.5 is supplemented with the following:

No payment will be made per 2-03.5 herein for items which are measured and paid per 2-02 of these Special Provisions.

The lump sum contract price for "Site Grading" shall include all costs for preparing and implementing the grading as indicated on the drawings that is not otherwise paid under separate contract times in the proposal. No additional payment will be made under the unit bid item " Site Grading" for the re-use of native materials. Payment shall include without limitation, haul and disposal of items, backfilling and compaction of trenches, holes, or pits that results from such removal of structures and obstructions as identified on the drawings or in these specifications or as directed by the Engineer.

The unit Contract price per Ton for "Import Fill, Incl. Haul" shall be full compensation for all costs incurred for excavating, loading, hauling, and placing the material unless otherwise specified in the Proposal.

2-12 CONSTRUCTION GEOSYNTHETIC

2-12.1 Description

(*****)

Add the following to Section 2-12.1:

Construction Geotextile shall be used beneath Asphalt and Cement Concrete Training Area.

2-12.2 Materials

(*****)

Add the following to Section 2-12.2:

Construction Geotextile for asphalt training area shall be non-woven "Construction Geotextile for Separation" per Section 9-33, Table 3, and shall listed on the WSDOT QPL.

Materials to secure geotextile in place shall be by securing staples, pins or other means in accordance with manufacture's recommendations and approved by the Engineer to secure the geotextile during stretching layers into a tight configuration and to maintain manufacturer specified or recommended overlaps.

2-12.3 Construction Requirements

2-12.3(2) Separation

(*****)

Section 2-12.3(2) is supplemented with the following:

Geotextile for separation shall be placed with the long axis parallel to the centerline of the pipe and the path as directed by the Engineer in the field. Overlaps of the fabric shall be pinned with sod pins on intervals determined for the site by the Engineer. Pleats for changing directions of the fabric roll shall be pinned. Additional sod pins shall be used to prevent displacement of the fabric by the wind or other conditions. Fabric placed over benches cut in a slope shall be pinned at the bottom of the vertical cuts at 10-foot intervals or as otherwise directed by the Engineer. The minimum overlap shall be 12-inches with pins or 24-inches without pins.

Geotextile for separation shall be placed for the full length of all gravity storm drain piping and under all storm drain catch basins and manholes.

DIVISION 4
BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description
(*****)

Delete the second paragraph and replace with the following:

Work consists of furnishing and placing Crushed Surfacing Top Course (CSTC) and Crushed Surfacing Base Course (CSBC) for the asphalt and concrete training yard and access road.

4-04.4 Measurement
(*****)

Section 4-04.5 is supplemented with the following:

Measurement of Crushed Surfacing Top Course shall be per ton.

Measurement of Crushed Surfacing Base Course shall be per ton.

4-04.5 Payment
(*****)

Section 4-04.5 is supplemented with the following:

The item "Crushed Surfacing Top Course" includes Crushed Surfacing Top Course for the access road and asphalt training yard.

Payment for Crushed Surfacing Top Course and Crushed Surfacing Base Course shall be per ton at unit contract price included in the contract. The unit contract price shall include all costs for obtaining the materials, hauling the materials to the site, stockpiling, spreading, grading, shaping, compacting and all other incidentals, complete, in place.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.2(2) Mix Design – Obtaining Project Approval
(January 3, 2011 WSDOT GSP)

Section 5-04.2(2) is supplemented with the following:

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be \$ 0.3-3.0 \$ million.

(*****)

Section 5-04.2(2) is supplemented with the following:

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer or Contracting Agency. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

No paving shall begin prior to the approval of the mix design by the Engineer. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & sig-nature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of

Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).

- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.3(3)D Material Transfer Device/Vehicle (April 4, 2016, WSDOT)

Section 5-04.3(3)D is deleted in its entirety.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA (*****)

Section 5-04.3(8) is deleted and replaced with the following:

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04.

5-04.3(9) HMA Mixture Acceptance (*****)

Section 5-04.3(9) is deleted and replaced with the following:

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

Job Mix Formula Tolerances – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2.

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- a. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.
2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.
 - a. Aggregates –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
 - b. Asphalt Binder Content – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining

sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of Va will at the option of the Contracting Agency. If tested, compliance of Va will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 30/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors

Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Voids in Material Aggregate (VMA)	2
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price

with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance
(*****)

Delete section 5-04.3(10) and replace with the following:

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results

of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for pre-leveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) A Reject Work – General

(*****)

Section 5-04.3(11) A is supplemented with the following:

HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.4 Measurement

(*****)

Section 5-04.4 is supplemented with the following:

HMA Cl. ½ IN. PG 58H-22 will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of liquid asphalt binder, blended sand, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

5-04.5 Payment

(*****)

Section 5-04.5 is supplemented with the following:

“HMA Cl. ½ IN. PG 58H-22,” per ton.

The unit Contract price per ton for “HMA Cl. ½ IN PG 58H-22” shall be full compensation for all costs, including anti-stripping additive and incidental uses listed below, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in the Proposal.

Incidental uses for Hot Mixed Asphalt shall consist of restoration and adjustment to paved areas such as the construction of HMA thickened edges, HMA placed as restoration after structure excavation (trench patching) and other such uses as directed by the Engineer. Incidental uses for Hot Mix Asphalt shall also consist of adjusting adjacent utility structures, castings or boxes from existing grade to finished grade.

5-05 CEMENT CONCRETE PAVEMENT

5-05.1 Description

(*****)

Section 5-05.1 is supplemented with the following:

The Contractor shall provide submittals for concrete mix design in accordance with Section 5-05.3(1) of the Standard Specifications. The concrete mix shall have a minimum 28-day compressive design strength of 4,000 psi. Concrete pads shall include tie down anchors as specified on the drawings.

Standard Table of Concrete Mixes for Pavements

Design Age	Pavement Thickness over Standard Section	Portland Cement Type	Cement Factor	Aggregates Fine	Aggregates Course AASTO467	Flexural Design Strength
14-day	0.00'	I or II	565	1230	2060	650
10-day	0.04'	I or II	565	1230	2060	590
	0.00'	I or II	625	1145	2060	650
7-day	0.08'	I or II	565	1230	2060	540
	0.04'	I or II	625	1145	2060	590
	0.00'	I or II	750	975	2060	650
	0.00'	III	565	1230	2060	650
5-day	0.08'	I or II	655	1100	2060	540
	0.08'	III	565	1230	2060	540
4-day	0.08'	I or II	750	975	2060	540
	0.08'	III	655	1100	2060	540
3-day	0.12'	I or II	750	975	2060	500
	0.12'	III	655	1100	2060	500

Gradation for fine aggregates shall be per Sec. 9 -03.1(2)B of the Standard Specifications.

Aggregate weights are based upon bulk specific gravities of 2.67. The mix design may be adjusted by the Engineer as deemed necessary for different bulk specific gravities of aggregates.

Air-entrained concrete shall be used.

Generally concrete shall be compacted by means of a vibrating screed. Small or irregular areas require machine vibration where directed by the Engineer.

The type of vibrating screed which the Contractor proposes to use, whether roller or beam, shall be subject to approval by the Engineer. Upon request by the Engineer, a test section of pavement shall be placed for the purpose of demonstrating the capabilities of the screed to satisfactorily compact and strike off the concrete to the established grade and section.

Concrete shall be uniformly distributed between the forms and it shall then be compacted and screed to the level of the top of the forms by means of the vibrating screed. Supplemental compaction by hand spading or mechanical vibration of the concrete adjacent to the forms will be required if the concrete cannot otherwise be adequately compacted.

The vibrating screed shall be operated over the freshly placed concrete in successive passes only a sufficient number of times to obtain maximum compaction. Over-vibration of the concrete, resulting in an excess of mortar at the surface of the pavement, will not be permitted.

After the final passage of the vibrating screed, the surface of the concrete shall be at the established pavement grade and cross section and shall be sufficiently smooth as to require only a very moderate amount of hand finishing for smoothness to meet the approval of the Engineer.

Hand methods of compaction are restricted to alleys and confined areas as determined by the Engineer. The concrete shall be spread evenly with shovels and spaded along the forms with a perforated spade after which it shall be struck off with a metal shod tamping rod. The rod shall be cut to the exact crown of the roadway and be fitted with handles at each end and be of such depth or trussed to be rigid. The strike-off rod shall be operated with a combined tamping, crosswise and sawing action to produce a smooth surface free from depressions or inequalities. A small amount of mortar must be kept ahead of and extending substantially along the entire length of the rod. Excessive swinging of the rod will not be permitted.

The concrete shall be struck off again with a "second strike rod" operated in the same manner as the first rod and following not closer than 20 feet behind the first. The second strike rod may be eliminated on alley pavements having the "V" section of the center.

The second rod may also be eliminated on small pours of pavement of substandard width, unless use of the rod is required by the Engineer.

Section 5-05.3(2); Consistency

(*****)

This section is supplemented with the following:

The consistency of the concrete shall be evaluated by one of the following test methods: Method of Test for Slump of Portland Cement Concrete, ASTM Designation C 143, WSDOT Test Method No. 804A or the Method of Test for Ball Penetration in Portland Cement Concrete, ASTM Designation C 360.

The slump of the concrete when placed by machine methods shall not exceed 2 inches. When hand methods are used, the slump shall not exceed 3-1/2 inches.

A set of four (4) compressive strength test cylinders shall be taken during concrete placement in accordance with ASTM C31. Test cylinders are to be properly stored with one cylinder tested at 7-days and two cylinders tested at 28-days to ensure the concrete meets the specified compressive strength. The fourth cylinder shall be a spare cylinder to be tested if the average of the average compressive strength of the two cylinders tested at 28-days is less than 4,000 psi.

Section 5-05.3(6); Surface Preparation

(*****)

This section is supplemented with the following:

After the forms have been securely set to grade and alignment, the subgrade between the forms shall be brought to true cross section by dragging a subgrade template as many times as may be necessary to secure a true subgrade.

Where thickened edges for pavements are required, such as shown on the standard plans, the subgrade shall be excavated and shaped to provide for the section shown.

Wherever possible, vehicles shall be kept off the finished subgrade. If vehicles must travel on the subgrade ahead of the paving, a power drag shall be carried immediately ahead of placing the concrete. Irregularities in the subgrade caused by trucks during the placement of concrete shall be smoothed out and compacted immediately ahead of placing the concrete.

No concrete shall be placed until the subgrade is approved by the Engineer. Then subgrade is completed and approved shall be maintained by the Contractor at an optimum moisture content by wetting with water until the concrete is actually placed.

Section 5-05.3(7); Placing, Spreading, and Compacting Concrete

(*****)

This section is supplemented with the following:

The concrete shall be placed upon the prepared subgrade between the forms to the required depth and cross section in a continuous operation between construction or expansion joints.

The concrete shall be thoroughly consolidated against and along all forms or adjoining pavements by such means as will prevent gravel pockets along the edges of the finished pavement. Any gravel pockets found after removing the forms shall be repaired.

When integral curb is being constructed with the pavement, fresh concrete for the integral curb shall be placed at such time as will enable the top section of the curb to be consolidated, finished, and bonded to the pavement slab while the concrete is plastic.

Where curb is not being placed integral with the pavement slab, reinforcing steel dowels shall be placed in the base section for the curb per the standard drawing.

Prior to placing concrete around manholes, catch basins, gate chambers, etc., a temporary cover fitting below the rim of the ring casting shall be provided to prevent the concrete from flowing into them.

Section 5-05.3(7)B; Stationary Side Form Construction

(*****)

Paragraph 1 is replaced with the following:

Side form sections shall be straight, free from warps, bends, indentations or other defects. Defective forms shall be removed from the work. Forms may be of wood, metal, or any other material at the option of the Contractor, provided the forms are constructed to result in the specified thickness, cross section, grade, and alignment as shown in the plans.

(*****)

Section 5-05.3(7)B is supplemented with the following:

Forms shall be adequately supported to prevent deflection or movement and to result in concrete conforming with the plans and specifications. The top of the form shall not vertically deviate more than 1/8 inch in 10 feet and the alignment of forms shall be within 1/4 inch in 10 feet.

When forms are removed before the expiration of the curing period, the edges of the concrete shall be protected with moist earth or sprayed with curing compound.

Section 5-05.3(8)A; Contraction Joints

(*****)

This section is supplemented with the following:

Generally, contraction joints shall be constructed using pre-molded asphalt-impregnated felt or paper conforming to Sec. 9.04.1(1).

Pre-molded joint filler shall be 1/4 pavement depth for all thicknesses of pavement unless specified elsewhere in the construction plans.

Contraction joints may be sawed pending approval by the Engineer. Sawn contraction joints shall be minimum 1/4 pavement depth for all thicknesses of pavement unless specified elsewhere in the construction plans.

Section 5-05.3(9); Expansion Joints

(*****)

Add this section is with the following:

Expansion joints shall be installed at locations shown on the construction plans or where directed by the Engineer. Joint material shall be pre-molded, bituminous material conforming to AASHTO designation 213, 3/4 inch thickness. Joints shall extend full width of the pavement from one inch below the subgrade to flush with the finished pavement.

The filler material shall be held accurately in place during the placing and finishing of the concrete by a bulkhead, a holder, a metal cap or any other approved method. The joint must be at right angles to the paved surface and the holder must be in place long enough to prevent sagging of the material.

Expansion joints shall extend continuously through all curbs. Special care shall be taken to preserve alignment perpendicular to the pavement in the curb section.

Payment for joint material and placement shall be considered incidental to the bid items for "Replace Cement Concrete Pavement" or "Cement Concrete Pavement"

Section 5-05.3(11); Finishing

(*****)

The third paragraph is amended as follows:

After edging, the pavement shall be given a uniform gritty texture by brushing the pavement transversely with a fiber or wire brush of a type approved by the Engineer.

Curing 5-05.3(13)

Section 5-05.3(13)A; Curing Compound

(*****)

This section is supplemented with the following:

White pigmentation curing compound is NOT ALLOWED. Clear curing compound shall be used.

Prior to beginning of each day's pour, the Contractor shall provide the Engineer with calculations showing that Contractor has enough curing compound on site to provide the minimum coverage of one gallon to not more than 150 square feet.

Section 5-05.3(13)B; White Polyethylene Sheeting

(*****)

This section is supplemented with the following:

White polyethylene sheeting shall not be allowed as a curing method but may be used to protect the finished surface from the weather.

Section 5-05.4; Measurement

(*****)

This section is replaced with the following:

Measurements for "Cement Concrete Pavement w/ Structural Anchors" are computed per cubic yard complete in-place.

Section 5-05.5; Payment

(*****)

This section is replaced with the following:

Payment for "Cement Concrete Pavement w/ Structural Anchors" shall be at the unit contract price per cubic yard complete in place. The unit contract price shall be full compensation for furnishing all labor, tools, equipment, materials, construction, testing, curing, and protecting the cement concrete pavement, alley returns and driveways.

Construction of thickened edges and placing of longitudinal and transverse construction joints shall be considered incidental to the cement concrete pavement and no additional payment shall be made.

Reinforcing steel shown on the standard plans and required for the construction of pavement shall be considered as incidental to the construction and all costs thereof shall be included in other items of work and no further payment will be allowed.

DIVISION 7
**DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER
MAINS, AND CONDUITS**

7-01 DRAINS

7-01.4 measurement
(*****)

Section 7-01.4 is supplemented with the following:

Gravel backfill for drains will be measured per ton placed within the neatline limits of Structure excavation Class B per Plans.

7-01.5 Payment
(*****)

Section 7-01.5 is supplemented with the following:

Payment for "Gravel Backfill for Drains" shall be per ton at unit price included in the Proposal. The unit contract price shall include all costs for obtaining the materials, hauling the materials to the site, stockpiling, spreading, grading, shaping, compacting and all other incidentals, complete, in place.

7-04 STORM SEWERS

7-04.2 Materials
(*****)

Section 7-04.2 is revised as follows:

Materials allowed for this project will include:

- Corrugated Polyethylene Storm Sewer Pipe 9-05.20

All corrugated polyethylene storm sewer pipe shall be rubber gasketed bell and spigot conforming to ASTM F477. Pipe and joints shall be water tight and air testable meeting the requirements of ASTM D3212.

Pipe Zone Bedding and imported trench backfill shall be Gravel Backfill for Drains, CSTC, native material, and Select Borrow meeting the requirements of 9-03.9(3) of the Standard Specifications and Plans.

7-04.3 Construction Requirements
(*****)

Section 7-04.3 is supplemented with the following:

Drawings and profiles are for the assistance and guidance of the Contractor; exact distances and levels will be governed by existing ground conditions and locale of all utilities. Contractor shall be responsible for verifying location of existing utilities. See also RCW 19.122 and 1-07.17 of the Standard Specifications and herein.

Where approved by the Contracting Agency or in Plans, native backfill material may be used when backfilling outside of paved areas. Reuse of native backfill material shall be considered included in linear foot cost for the pipe or structure installed and no additional payment will be made.

Material excavated for installation of pipeline shall be stockpiled for use as trench backfill within the limits as shown on the drawings, and as indicated by the Engineer. Where insufficient native material is available for pipe backfill, the Contractor shall use Gravel Borrow from an approved source.

7-04.3(1) Cleaning and Testing

(*****)

Supplement this section with the following:

Testing and Television Inspection shall be performed subsequent to installation of trench backfill material and prior to final surfacing.

Deflection Test for Thermoplastic Pipe

The requirements of Section 7-17.3(2)G shall not apply to storm sewers.

7-04.3(1)B Exfiltration Test – Storm Sewers

(*****)

Delete this entire section and replace with the following:

No Exfiltration leakage tests will be required.

7-04.3(1)C Infiltration Test – Storm Sewers

(*****)

Delete this entire section and replace with the following:

No Low-pressure air test for storm sewers will be required.

7-04.4 Measurement

(*****)

Section 7-05.5 is supplemented with the following:

Delete the second sentence of paragraph one of Section 7-04.4 which begins “The number of linear...” and replace with the following:

The number of linear feet will be measured along the pipe invert from the center of drainage structure to the center of drainage structure or from the center of drainage structure to the end of pipe, as is appropriate.

7-04.5 Payment

(*****)

Section 7-04.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid items when included in the Proposal:

“Corrugated Polyethylene Storm Sewer Pipe, 12-inch Diam.”, per linear foot“

All costs associated with, furnishing, installing, testing, television inspection, cleaning, construction geotextile for separation, connecting the pipe to the new storm sewer catch basin or curb inlet, adjustment of inverts to structures, and backfilling will be included in payment, at the unit Contract price per linear foot, for the affected pipe pay item.

If unsuitable foundation is encountered, it shall be removed and replaced per the provisions of Section 2-03.3(14)E.

Trench backfill for pipes will be measured and paid for under the unit bid price for "Crushed Surfacing Top Course"

If Plans specify the use of Gravel Backfill for Drains for pipe zone bedding, material will be measured and paid for under the unit bid price for "Gravel Backfill for Drains."

No payment will be made under the "Crushed Surfacing Top Course" bid item when over-excavation is performed in lieu of shoring, per the requirements of section 2-09 of the Standard Specifications and herein.

7-05 MANHOLES, INLETS, CATCH BASINS AND DRYWELLS

7-05.2 Materials

(*****)

Section 7-05.2 is supplemented with the following:

This work shall also include the construction of the "Flow Control Dispersal Trench" and the "Flow Control Structure" as specified and shown on the drawings.

Drainage structures shall be constructed in conformance with the following Standard Plans and Specifications:

Structure Type	Standard Plan
Flow Control Dispersal Trench w/ Catch Basin, Type 1 & 6-inch Perforated PVC	As detailed on the drawings
Flow Control Structure	As detailed on the drawings

7-05.3 Construction Requirements

(*****)

Section 7-05.3 is supplemented with the following:

It shall be the Contractor's responsibility to provide erosion control Best Management Practices as necessary during project construction in accordance with Standard Specification Section 8-01 as part of these bid items.

It shall be the Contractor's responsibility to provide de-watering as necessary during installation in accordance with Special Provisions Section 7-08.3 Dewatering as part of these bid items in 7-05 Standard Specifications and Special Provisions.

7-05.5 Payment

(*****)

Section 7-05.5 is supplemented with the following:

"Flow Control Dispersal Trench", per lump sum.

"Flow Control Structure", per each.

The unit contract price for "Flow Control Dispersal Trench" shall include full pay for all costs associated with furnishing and installing the catch basin, Type 1 and 6-inch perforated pipe.

The unit contract price for "Flow Control Structure" shall include full pay for all costs associated with furnishing and installing the 54-inch storm drain manhole and all appurtenances as shown on the drawings.

The unit contract price per each for the drainage structures of the type and size specified shall be full pay for all cost associated with furnishing and installing the completed installation. Installation shall include excavation, furnishing and placing construction geotextile for

separation, furnishing and placing of all accessories such as cast iron rings, covers, steps and hardware, connections to new and existing facilities, foundation preparation, backfill and compaction, cement concrete flotation slab, cleaning, and all other items essential for the completion of the installation as specified. No separate payment will be made for imported bedding or adjustments required for new catch basins and grates.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials (*****)

Section 7-08.2 is supplemented with the following:

Where approved by the Engineer, and indicated on the drawings, native backfill material meeting the requirements of Section 9-03.15, Native Material for Trench Backfill, may be used above the mid-point of the pipe when backfilling outside of paved areas. Reuse of native backfill material shall be considered incidental to the linear foot cost for the pipe or structure installed and no additional payment will be made.

If insufficient native material from pipe excavation is not available for trench backfill outside of roadway areas, the use of import material meeting the requirements of Section 9-03.19, Bank Run Gravel for Trench Backfill, may be used above the mid-point of the pipe when backfilling outside of paved areas. Use of import material shall be allowed with prior approval of the Engineer and shall be used after the availability of native material for backfill has been exhausted.

In areas above the pipe at locations where landscaping vegetation will be installed, the top 12" material backfill shall be topsoil amended with compost.

7-08.3 Construction Requirements (*****)

Section 7-08.3 is supplemented with the following:

Dewatering

The Contractor may encounter groundwater in trench excavation depending on trench depth. The Contractor shall keep the excavated trench free of water during pipe installation, including to additional depth as may be required to furnish and place foundation materials and replace unsuitable foundation.

The Contractor shall backfill all excavations at the end of the working day to prevent groundwater from entering trenches left open overnight.

When groundwater is encountered, the Contractor shall assess the situation and develop a plan to accommodate dewatering. The Contractor shall follow the groundwater dewatering control Plan provided in these documents. All costs related to trench dewatering and excavation control plan shall be included in the related items of work. The basic trench dewatering engineered sump system at a minimum shall be installed within a drainage layer at the bottom of the trench to control incidental water, water flowing in the existing trench, groundwater seepage, and surface water inflow. At a minimum depth, the sump shall be operated within a 12-inch-thick, free draining, crushed-rock drainage layer and non-woven geotextile fabric placed on the subgrade of the excavation. Incidental water should be maintained within the lower half of the drainage layer and not be allowed to pond above the crushed rock layer surface.

The Contractor shall treat discharges from portable pumps to prevent downstream transport of sediment. It shall be the Contractor's sole responsibility to discharge groundwater per the County's Erosion Control requirements.

For the purposes of bidding, the Contractor shall assume basic trench dewatering will be required. This shall include dewatering with portable pumps. All costs for pumping, piping, settling, installing free draining rock, non-woven geotextile, and discharging of trench groundwater shall be considered incidental to the work for groundwater control pumping of up to 250 gpm. If conditions are such that additional pumps are required to remove water in excess of 250 gpm, the Contractor shall use the number and size of additional pumps, as required, to maintain a water-free trench

If pumping in excess of 250 gpm is required, or if advanced dewatering methods become necessary, such as well points or deep wells, a change order will be negotiated to provide compensation to the Contractor per 1-04.4 of the Standard Specifications.

The advanced dewatering engineered system shall include the minimum parts; mobilization of well drilling equipment, installation of dewatering wells, new observation well very near the deep excavation, and collection and treatment of the water. The Contractor shall provide notice to the Engineer if excavation cannot proceed because of site conditions and a basic trench dewatering sump system will not work. The Contractor will be required to submit a design of a dewatering well system and will be submitted to the County for approval. This shall be design and stamped by a licensed professional engineer. The water generated by the dewatering wells should be pumped into temporary storage tank(s), such as Baker tanks or Rain for Rent tanks, to allow the fine-grained sediment to settle out of suspension, prior to disposal. The disposal of treated water will then be allowed to be discharged to a nearby stormwater system downstream. Daily turbidity tests will be required and within levels allowed per County's Erosion Control requirements.

7-08.3(1)B Shoring
(*****)

Section 7-08.3(1)B is supplemented with the following:

The Contractor shall provide trench safety system(s) as required and in accordance with the Plans, Standard Specifications Sections 1-07 and 7-08 and 1-07, the Revised Code of Washington Chapter 39.04.180, 49.17, and the Washington Administrative Code, Chapter 296-155, Part N, and all referenced or otherwise applicable safety requirements.

The Contractor is responsible to notify the Washington Department of Labor and Industries, (360) 696-6317, one day prior to any trench excavation expected to exceed four feet in depth.

The costs of the Bid item "Shoring or Extra Excavation Class B" shall not be considered as incidental to any other contract item. A "zero" or unrealistic bid will be grounds to consider the entire bid as unresponsive.

7-08.3(2)B Pipe Laying, General
(*****)

The third paragraph of section 7-08.3(2)B is replaced with the following:

Pipe shall be laid to a true line and grade at the invert of the pipe and the Contractor shall exercise care in matching pipe joints for concentricity and compatibility. In no case shall two pipes be joined together with ends having the maximum manufacturer's tolerance. The invert line may vary from the true line and grade provided such variance does not exceed the following requirements:

No flat or adverse grades are created.

Invert elevations at junctions (manholes, catch basins, clean-outs) are within 0.03 feet of plan elevations.

No bellies of greater than 0.03 feet in depth are created in the line between joints. Checking of the invert elevation of the pipe may be made by calculations from measurements on the top of the pipe.

7-08.3(2)G Jointing of Dissimilar Pipe
(*****)

This section is supplemented with the following:

New pipe shall be connected to existing with a concrete collar per the drawing details.

7-08.4 Measurement
(*****)

Section 7-08.4 is supplemented with the following:

Measurement for the Bid Item "Crushed Surfacing Top Course for Trench Backfill" shall be measured by the Ton compacted in place, per the dimensions on the drawings.

7-08.5 Payment
(*****)

Section 7-08.5 is revised with the following:

"Shoring or Extra Excavation Class B", per Lump Sum.

"Crushed Surfacing Top Course for Trench Backfill" shall be paid for under the unit bid price for "Crushed Surfacing Top Course.

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description
(*****)

Section 8-01.1 is supplemented with the following:

Erosion Control: This Work consists of furnishing, installing, maintaining, removing and disposing of water pollution and erosion control items in accordance with these Special Provisions and the contract drawings. This item also includes maintenance of all erosion control and water pollution control measures as shown on the drawings, as well as those measures not indicated but required to assure sediment is maintained on site and not transmitted to new or existing storm water systems and facilities, including but not limited to street cleaning and inlet protection. The contractor shall take all necessary precautions and utilize the Department of Ecology's (DOE) best management practices to prevent sediment and fugitive dust from construction activities from entering into stormwater systems, natural waterways, or environmentally sensitive areas and from otherwise being carried away from the construction area by stormwater or air.

Stormwater Pollution Prevention Plan (SWPPP): Contractor(s) shall comply with the erosion control requirements of the Owner and Washington State Department of Ecology (Ecology). Contractor is responsible for maintaining and updating a Stormwater Pollution Prevention Plan per Ecology requirements.

8-01.3 Construction Requirements

8-01.3(1) General

8-01.3(1)A Submittals
(*****)

Section 8-01.3(1)A is supplemented with the following:

The Contractor shall be required to prepare, maintain and update the erosion control plan, as may be required during the course of the Project. The erosion control details included are provided solely for the establishment of basic erosion control measures and are not intended to be a complete plan.

Prior to beginning any concrete work, the Contractor shall submit a plan, for the Engineer's review and approval, outlining the procedures to be used to prevent high pH stormwater or dewatering water from entering surface waters. The plan shall include how the pH of the water will be maintained between pH 6.5 and pH 8.5 prior to being discharged from the project or entering surface waters.

8-01.4 Measurement
(*****)

Section 8-01.4 is modified with the following:

No specific unit of measure will apply to the Bid Item "Erosion/Water Pollution Control."

8-01.5 Payment
(*****)

Section 8-01.5 is modified with the following:

"Erosion /Water Pollution Control", per lump sum.

The lump sum contract price for "Erosion /Water Pollution Control" shall include all costs for preparing and implementing an erosion control plan and SWPPP; inspecting, documenting, testing and notification as required and all temporary erosion control as stated herein and as further indicated on the drawings that is not otherwise paid under separate contract times in the proposal.

8-02 ROADSIDE RESTORATION

8-02.1 Description
(*****)

Section 8-02.1 is supplemented with the following:

Roadside Restoration shall include areas which have been cleared and grubbed, excavated or disturbed for the construction of wetland terraces, ditches or other project related items. Work shall include providing and installing a seed mix per specifications on drawings.

8-02.2 Materials
(*****)

Section 8-02.2 is supplemented with the following:

Topsoil shall be per Specification Section 9-14.2

The seed mixture shall have the following composition, proportion and quality:

Alternative 1 Seed Mixture Typical Western Washington

Kind and Variety of Seed in Mixture	Percent by Weight	Minimum Percent of Pure Seed	Minimum Percent of Germination
Colonial Bent Grass (Highland or Astoria)	10%	9.8%	85%
Creeping Red Fescus (Illahee Rainier or Pennlawn)	40%	39.2%	90%
Perennial Rye Grass	30%	29.4%	90%
White Clover (Pre-inoculated)	20%	19.6%	90%
Maximum Percentage of Weed Seed	1.0%		
Maximum Inert and Other Crops	1.0%		

The seed shall be applied at a minimum rate of 120 pounds per acre.

8-02.3 Construction
(*****)

Section 8-02.3 is supplemented with the following:

Roadside restoration bid item shall include areas which have been cleared and grubbed, excavated or disturbed for the construction of the access road or asphalt training area or other project related items. Work shall include providing and installing a blended mixture of soil with compost and seeding. Soil for Roadside Restoration shall be per the drawings.

Seeding shall be installed per WSDOT standard specification section 8-02.3(9). Fertilizer and mulch are not to be installed as a part of this project.

8-02.4 Measurement
(*****)

Section 8-02.4 is modified with the following:

No specific unit of measure will apply to "Seeding and Topsoil."

8-02.5 Payment
(*****)

Section 8-02.5 is supplemented with the following:

Roadside Restoration shall be considered incidental to the project and include furnishing and placing topsoil and compost in accordance with details shown in the drawings and these specifications or as directed by the Engineer. This also includes the complete operation of applying the seed, mulch and fertilizer and the subsequent maintaining, mowing and watering of the material until the grass reaches a healthy state of growth which is sustainable without further care. Water provided, as needed, to install and establish seed shall be included in the contract price for "Seeding and Topsoil".

"Seeding", per acre.

The lump sum unit contract price for "Seeding and Topsoil" shall be full pay for all costs necessary to prepare the area, apply seed, erect barriers, control weeds, and establish lawn areas and for furnishing all labor, tools, equipment, and materials necessary to complete the Work as specified herein and shown on the drawings.

8-12 Chain Link Fence and Wire Fence

8-12.1 Description
(*****)

Section 8-12.1 is supplemented with the following:

Chain Link Fence shall be Type 3 per WSDOT Standard Plan L-20.10 and installed around the site as indicated on the drawings.

**DIVISION 9
MATERIALS**

9-14 EROSION CONTROL AND ROADSIDE PLANTING

**9-14.2(1) Topsoil Type A
(*****)**

Section 9-14.2(1) is supplemented with the following:

Topsoil Type A shall be as follows:

- Topsoil Textural Classification:

Textural Class	Average %	% of Total Weight	
Sand (0.05-2.0 mm dia.)	60	45-75	
Silt (0.002-0.05 mm dia.)	25	15-35	
Clay (less than 0.002 mm dia.)	15	05-20	

pH Range: Shall be between 5.5 and 7, organic material content at levels between 2-6%;

Stone Free Size: Shall be free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.

Organic Content: Shall be organic material content at levels between 2-6%.

Local Agency Name Pacific County Fire District #1
Local Agency Address 26110 Ridge Avenue Ocean Park, WA 98640

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Pacific County Fire District #1 - Site Development

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name N/A
Work to be performed HVAC

Subcontractor Name MB Electric Grays Harbor LLC
Work to be performed Electrical

Subcontractor Name N/A
Work to be performed Plumbing

Subcontractor Name Rognlin's, Inc.
Work to be performed Structural Steel Installation

Subcontractor Name Rognlin's, Inc.
Work to be performed Rebar Installation

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

Local Agency Name Pacific County
 Fire District #1
 Local Agency Address
 26110 Fidge Avenue
 Ocean Park, WA 98640

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

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To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name Granite Construction Company
 Work to be performed Asphalt/Paving

Subcontractor Name Willamette Fence Company Inc.
 Work to be performed Fencing

Subcontractor Name _____
 Work to be performed _____

Subcontractor Name _____
 Work to be performed _____

Subcontractor Name _____
 Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc. are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 4/29/2024
AGENDA ITEM (to be completed by the office): New Business #2
SUBJECT: Local Agency Tax Certificate
REQUESTOR: District Secretary
COST (including tax):
SUMMARY: Approval for this item is needed in order to receive funding from the LOCAL Program.
RECOMMENDATION: Approve the Local Agency Tax Certificate.

LOCAL AGENCY TAX CERTIFICATE
(Real Property)

This Local Agency Tax Certificate is executed and delivered by FIRE PROTECTION DISTRICT NO. 1, PACIFIC COUNTY, WASHINGTON, a municipal corporation (the “Local Agency”) of the State of Washington (the “State”), in connection with the Local Agency Financing Lease by and between the State, acting by and through the State Treasurer, and the Local Agency dated the Dated Date (the “Local Agency Financing Lease”), under which the Local Agency is obligated to make Agency Rent Payments, including principal components thereof in the aggregate amount of \$[1,516,000] plus issuance costs allocable to the Local Agency. The Authorized Agency Representatives certify as follows:

1. General.

1.1 Purpose of Certificate. The State intends to cause the execution and delivery of Certificates of Participation, Series 2024B (State and Local Agency Real and Personal Property) (the “Certificates”), dated, delivered and paid for on the same date as the date of this certificate (the “issue date”), evidencing undivided and proportionate interests in Rent Payments of the State payable under a Master Financing Lease. A portion of the principal and interest components of such Rent Payments are payable from Agency Rent Payments on the Local Agency Financing Lease. This certificate is executed to establish the facts, estimates and circumstances in existence on the issue date and the bona fide reasonable expectations of the Local Agency on the issue date as to future events in connection with the Local Agency Financing Lease and the Certificates for the purposes of the applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations under Sections 103, 141 and 148-150 of the Code.

1.2 Defined Terms. Capitalized words used but not otherwise defined in this certificate have the meaning set forth in Appendix 1 to the Local Agency Financing Lease. For the purposes of this certificate, the term “proceeds of the Certificates” shall mean and refer to those sale and investment proceeds of the Certificates that are allocated and made available by the State Treasurer to the Local Agency for costs of the Project.

1.3 Reasonable Basis for Expectations. To the best of my knowledge, information and belief, this certificate accurately summarizes the facts, estimates and circumstances in existence on the issue date, and the expectations of the Local Agency on the issue date about future events in connection with the Local Agency Financing Lease and the Certificates are reasonable.

2. Purpose of Financing.

2.1 Governmental Purpose. The Local Agency is entering into the Local Agency Financing Lease and the State is issuing the Certificates allocable to the Local Agency to finance the costs of construction of a fire training facility (the “Project”), as described in more detail in the Local Agency Financing Lease.

2.2 Reimbursement of Original Expenditures. A portion of the proceeds of the Certificates allocable to the Local Agency may be allocated within 30 days after the issue date to

reimburse the Local Agency for certain capital expenditures made for the Project prior to the issue date. For the purposes of certain federal regulations relating to use of proceeds of tax-exempt obligations to reimburse prior expenditures (the “reimbursement regulations”), the Local Agency executed and delivered to the State Treasurer a Notice of Intent to Lease/Purchase the Project to evidence a declaration of official intent to be reimbursed from proceeds of the Certificates for expenditures made for the Project prior to the issue date of the Certificates with funds that were not, and were not reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside to pay such costs. Any of the original expenditures that are reimbursed to the Local Agency with proceeds of the Certificates will have been made either after or not more than 60 days before the date of the Local Agency’s declaration of official intent, except for (i) qualified “preliminary expenditures” within the meaning of the reimbursement regulations in an amount that does not exceed 20% of the proceeds of the Certificates; and (ii) other expenditures for the Project in an aggregate total amount not exceeding the lesser of \$100,000 or 5% of the proceeds of the Certificates.

The Project has not been placed in service. Therefore, any reimbursement allocations made with proceeds of the Certificates will occur not later than 18 months after the date the Project was first placed in service and not later than 3 years after the date of the earliest original expenditure for the Project, except for reimbursement for expenditures in an aggregate total amount not exceeding the lesser of \$100,000 or 5% of the proceeds of the Certificates.

2.3 No Impermissible Private Business Use. The Project financed with proceeds of the Certificates will be owned by the Local Agency and used solely for its governmental purposes during the entire term of the Local Agency Financing Lease. The Local Agency will not allow more than 10% of the proceeds of the Certificates (or of a corresponding portion of the Project being financed or refinanced with proceeds of the Certificates) to be used for any private business use. No more than 5% of the proceeds of the Certificates (or of a corresponding portion of the Project being financed with proceeds of the Certificates) will be used either for any private business use that is unrelated to the governmental purpose of the Local Agency Financing Lease or for any private business use that is related to a governmental purpose of the Local Agency Financing Lease but exceeds the amount of proceeds of the Certificates that are expected to be used for that governmental purpose. No proceeds of the Certificates will be used directly or indirectly by the Local Agency to make or finance loans, except a loan that constitutes a nonpurpose investment within the meaning of Section 148 of the Code.

2.4 Types of Private Business Use Taken Into Account. In making the certification in Section 2.3, the Local Agency is taking into account its reasonable expectations about whether the federal government or any other nongovernmental person will be treated as using the proceeds of the Certificates for private business use as a result of: (i) the ownership of any portion of the property, buildings, facilities, improvements or equipment that will comprise the Project; (ii) the lease of any portion of the property, buildings, improvements or equipment that will comprise the Project; (iii) the operation or management of any portion of the property, buildings, improvements or equipment (including parking lots or garages, food service facilities, and meeting facilities, for example) that will comprise the Project pursuant to a management or service contract that would not comply with the requirements of Internal Revenue Service (“IRS”) Revenue Procedure 2017-13 (or any future guidance provided by the IRS) for “qualified” management or service contracts that are not treated as resulting in “private business use” within the meaning of Section 141 of the

Code; and (iv) any other special legal entitlement to use the property, buildings, improvements or equipment that will constitute the Project pursuant to any other arrangement similar to those described in clauses (i) through (iii). For this purpose, private business use by a “nongovernmental person” means use of the Project by any person other than a State agency or another local government unit of the State, such as use by any federal government agency, any business corporation, partnership, association, nonprofit corporation, or any individual engaged in a trade or business activity under special legal entitlements.

Certain Use Arrangements Not Giving Rise to Private Business Use. However, as permitted by Treasury Regulations §1.141-3(c) and (d), certain uses of the Project by a nongovernmental person under certain types of use arrangements may not be treated as giving rise to any private business use within the meaning of Section 141 of the Code. These use arrangements may include, for example, short-term use under arrangements available to the general public on the basis of rates that are generally applicable and uniformly applied, with different rates that may reasonably apply to different classes of users; short-term use arrangements with terms of use not exceeding 100 days that would be treated as general public use except that it is not available to natural persons not engaged in a trade or business; short-term use arrangements with terms of use not exceeding 50 days for specially negotiated, arm's-length, fair market value rates and charges; use by nongovernmental persons under management or service contracts that are properly structured to constitute “qualified” management contracts under IRS Revenue Procedure 2017-13 (or any future guidance provided by the IRS); use by nongovernmental persons under service contracts that are not treated as management contracts because they are solely incidental to the primary governmental functions of the Project; and nonpreferential use of the Project by nongovernmental persons as members of the general public.

Measurement of Private Business Use. Further, as required by Treasury Regulations §1.141-3(g), to the extent, if any, that the Project may be used for any private business use within the meaning of Section 141 of the Code, the amount of such private business use will be measured on an average basis during a measurement period that commences on the date the Project is first placed in service and ends on the final Principal Payment Date of the Local Agency Financing Lease (without regard to optional prepayment dates), which is a period shorter than the reasonably expected economic life of the Project as determined under IRS Revenue Procedure 62-21 for structures.

2.5 Allocation of “Equity” Funds to Any Portion of Project Used for a Private Business Use. The Local Agency intends that any “equity” funds which are available and to be used by the Local Agency to pay costs of the Project shall be allocated first to any expenditures for that portion, if any, of the Project which may be treated as used for a private business use under the rules described in Section 2.4. Such “equity” funds may include, for example, grants, gifts, and accumulated funds on hand which are available and to be used to pay costs of the Project. Such “equity” funds shall not include any sale or investment proceeds of the Certificates.

3. The Project.

3.1 Project Schedule. The Local Agency has entered into a contract for the construction of the Project, and construction began June 2024, with completion scheduled for September 2024.

Work on the Project and expenditure of the proceeds of the Certificates are expected to proceed with due diligence to completion.

3.2 Cost of the Project. The cost of the Project is estimated to be \$1,743,236, which cost will be paid from the proceeds of the Certificates and any equity funds available and to be used for the Project. The net amount received from the sale of the Certificates allocable to the Local Agency is not expected to exceed the amount necessary to pay the costs of the Project and the issuance costs allocable to the Local Agency.

3.3 Expenditures for the Project. It is expected that at least 85% of the sale proceeds of the Certificates will be spent for the Project by June 25, 2027, the date that is three years after the issue date of the Certificates.

3.4 No Sale of Project Expected. The Project is not expected to be sold or otherwise disposed of in whole or in part prior to the final Principal Payment Date of the Local Agency Financing Lease, other than to dispose of any portion of the Project that becomes inadequate, obsolete, worn out, unfit or no longer necessary or useful for the operation of the Project.

4. Other Arbitrage Restrictions.

4.1 No Replacement of Funds Invested in Higher Yielding Investments. No portion of the proceeds of the Certificates will be used directly or indirectly to replace funds of the Local Agency invested in a yield exceeding the yield on the Certificates.

4.2 No Abusive Arbitrage Device. The primary, bona fide governmental purpose of entering into the Local Agency Financing Lease and the issuance of the Certificates allocable to the Local Agency is to finance the cost of the Project. No action is being taken or will be taken in connection with the issuance of the Certificates that has the effect of (i) enabling the Local Agency to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage by investing any portion of the gross proceeds of the Certificates over any period of time, and (ii) overburdening the tax-exempt bond market as a result of entering into the Local Agency Financing Lease in a larger principal amount, entering into the Local Agency Financing Lease earlier, or allowing the Local Agency Financing Lease to remain outstanding longer than is otherwise reasonably necessary to finance the Project.

4.3 No Intent To Earn Impermissible Arbitrage Profit. The Local Agency will not take any intentional action to earn any impermissible arbitrage profit from the investment of gross proceeds of the Certificates.

5. Reliance Upon Local Agency's Expectations.

The Local Agency acknowledges that the State Treasurer and Certificate Counsel to the State will rely upon the foregoing facts, estimates and circumstances in existence on the issue date and the reasonable expectations of the Local Agency as to future events respecting the use of proceeds of the Certificates to enable them to conclude that it is not expected that proceeds of the Certificates will be used in any manner that would cause the Certificates to be arbitrage bonds under Section 148 of the Code or private activity bonds under Section 141 of the Code, and for Certificate Counsel to the State to provide their opinion that the Certificates are governmental

obligations the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code.

[remainder of page intentionally left blank]

*[Signature page of Local Agency Tax Certificate
of Fire Protection District No. 1, Pacific County, Washington – COPs 2024B]*

DATED the Dated Date.

FIRE PROTECTION DISTRICT NO. 1,
PACIFIC COUNTY, WASHINGTON

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 4/29/2024
AGENDA ITEM (to be completed by the office): New Business #3
SUBJECT: Local Agency Financing Lease by and between the State of Washington and Fire Protection District No. 1, Pacific County, Washington
REQUESTOR: District Secretary
COST (including tax):
SUMMARY: Approval for this item is needed in order to receive funding from the LOCAL Program.
RECOMMENDATION: Approve the Local Agency Financing Lease by and between the State of Washington and Fire Protection District No. 1, Pacific County, Washington.

LOCAL AGENCY FINANCING LEASE
(Real Property)

by and between the

STATE OF WASHINGTON

and

FIRE PROTECTION DISTRICT NO. 1,
PACIFIC COUNTY, WASHINGTON,
a municipal corporation
("Local Agency")

Relating to

\$ _____

State of Washington

Certificates of Participation, Series 2024B
(State and Local Agency Real and Personal Property)

Dated as of June 25, 2024

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**LOCAL AGENCY FINANCING LEASE, SERIES 2024B
(Real Property)**

This Local Agency Financing Lease, Series 2024B (the “Local Agency Financing Lease”), is entered into by and between the state of Washington (the “State”), acting by and through the State Treasurer (the “State Treasurer”), and Fire Protection District No. 1, Pacific County, Washington, a municipal corporation of the State (the “Local Agency”).

RECITALS

The Parties are entering into this Local Agency Financing Lease based upon the following facts and expectations:

1. Chapter 39.94 RCW (the “Act”) authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (“State Agencies”), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain “other agencies” (“Local Agencies”), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, “Agencies”); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing or refinancing for the costs of acquisition of such real and personal property by Agencies; and

5. the State Finance Committee has approved the form of this Local Agency Financing Lease by Resolution No. 1190 adopted on October 31, 2016; and

6. the Washington Finance Officers Association (the “Corporation”), a Washington nonprofit corporation, and the Local Agency have entered into a Local Agency Site Lease, Series 2024B, dated as of the Dated Date (the “Site Lease”), for the lease of certain real property legally described in the Site Lease (the “Site”) for the sole purpose of enabling the Corporation to sublease the Site to the State, and for the State to further sublease the Site back to the Local Agency pursuant to this Local Agency Financing Lease, in order to finance or refinance the acquisition or construction of improvements on the Site as described herein (the “Project,” and, together with the Site, the “Property”); and

7. simultaneously with the execution and delivery of this Local Agency Financing Lease, the State is entering into a Master Financing Lease, Series 2024B, dated as of the Dated Date (the

“Master Financing Lease”) with the Corporation, to provide financing or refinancing for the Project on behalf of the Local Agency, among others, through the sublease of the Property from the Corporation; and

8. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Lease, in conjunction with the State’s entry into the Master Financing Lease, to obtain financing or refinancing for the Project for the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Appendix 1 and Exhibits Incorporated. Appendix 1 to the Series 2024B Agreements (“Appendix 1”) and Exhibits A, B, C and D to this Local Agency Financing Lease are incorporated as part of this Local Agency Financing Lease by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Lease; (ii) certain rules for interpreting this Local Agency Financing Lease; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Lease; and (iv) rules on how this Local Agency Financing Lease may be amended or supplemented.

Section 1.2 Notice of Intent; Certificate Designating Authorized Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit B. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Lease with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Sublease of Property. The State subleases to the Local Agency, upon the terms and conditions set forth in this Local Agency Financing Lease, the Site legally described in Exhibit C, together with all improvements, if any, to be constructed on the Site, including but not limited to the Project (collectively, the “Property”), subject to all easements, covenants, conditions and restrictions existing as of the Dated Date.

The Local Agency acknowledges and agrees that this Local Agency Financing Lease shall be subject and subordinate in all respects to the terms and provisions of the Master Financing Lease. The Local Agency at all times during the term of this Local Agency Financing Lease, subject to the provisions of Section 7.1, shall peaceably and quietly hold and enjoy all of the Property without suit, trouble or hindrance from the State.

Section 1.5 Agency Rent Payments. In consideration of the sublease of the Property and the covenants and agreements of the State in this Local Agency Financing Lease, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Rent Payment Date, the Agency Rent Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D; and (b) all Additional Rent incurred by the State in connection with the sublease of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 2024B Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each item of Additional Rent, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Lease shall commence on the Dated Date, and shall end on the scheduled termination date for this Local Agency Financing Lease as set forth in Section 8.2, unless the term is extended or sooner terminated as provided in Section 8.2.

ARTICLE II ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.1 Local Agency Financing Lease Consolidated with Master Financing Lease. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Lease with the Master Financing Lease pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Acquisition and Construction of Project.

(a) *Appointment as Agent*. The Local Agency accepts its appointment in the Master Financing Lease as agent of the Corporation in connection with the design, acquisition and/or construction of the Project and the financing or refinancing of the Property and acknowledges that such appointment is irrevocable, and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) *Acquisition and Construction of the Project*. The Local Agency agrees that (i) it has caused or will cause the Project to be designed, acquired and/or constructed with all reasonable dispatch, as agent for the Corporation, in accordance with the plans, specifications, bidding documents, and construction and other contracts approved by the Local Agency, and in accordance with applicable laws and regulations; and (ii) it will pay or cause to be paid the Project Costs from funds available to it pursuant to this Local Agency Financing Lease and the Master Financing Lease. The Local Agency shall file requisitions with the State Treasurer for the Project Costs of its Project or reimbursement therefor in such form as the State Treasurer shall reasonably require. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the design, acquisition and/or construction of the Project.

(c) *Payment of Project Costs if Project Fund Not Sufficient*. If money in the Project Fund allocable to the Local Agency shall not be sufficient to pay the Project Costs in full, the Local Agency shall cause the Project Costs in excess of the allocable amount in the Project Fund to be

paid from other money of the Local Agency. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Project Fund makes any representation or warranty, either express or implied, that the money which will be deposited into the Project Fund allocable to the Local Agency will be sufficient to pay the Project Costs. Neither the Corporation nor the State Treasurer as agent for the Corporation for the disbursement of funds from the Project Fund shall have any obligation or liability for the payment of the Project Costs other than from the proceeds of the Certificates and any other amounts that may be provided by the Local Agency. If the Local Agency shall pay or cause the payment of any Project Costs in excess of the allocable amounts in the Project Fund available for such purpose from other funds, the Local Agency shall not be entitled to any reimbursement from the Corporation or the State Treasurer as agent for the Corporation for the disbursement of funds from the Project Fund for such payments, nor shall the Local Agency be entitled to any diminution, reduction, abatement, postponement, counterclaim, defense or set-off of the Agency Rent Payments, Additional Rent or other amounts otherwise required to be paid hereunder.

(d) *Additions to the Property.* The Local Agency shall have the right during the term of this Local Agency Financing Lease, at its cost and expense, to make additions, betterments and improvements to the Property, and to attach fixtures, structures and signs thereto; *provided*, that such additions, betterments and improvements and fixtures, structures and signs (i) shall be constructed and installed in accordance with applicable laws and regulations, and not in violation of any easements, restrictions, conditions or covenants affecting title to the Property; and (ii) shall not diminish the value, capacity or usefulness of the Property. The Local Agency also shall have the right during the term of this Local Agency Financing Lease, without the consent of any Owners, to enter into Additional Local Agency Financing Leases and Additional Site Leases with the Corporation to finance all or any portion of the cost of such additions, betterments and improvements to the Property so long as such leases do not reduce the obligation of the State to perform its obligations under the Master Financing Lease, including without limitation its obligation to make Rent Payments, and will not, in an Opinion of Counsel, adversely affect the tax-exempt status of the Interest Component of Rent Payments evidenced and represented by the Certificates. If the Local Agency enters into any Additional Local Agency Financing Lease for this purpose, the Corporation may be granted an interest in the Property under an Additional Site Lease of all or any portion of the Property, which leasehold interest may be assigned to the Trustee for the benefit of owners of certificates of participation in the Additional Master Financing Lease to which such Additional Local Agency Financing Lease is related. The occurrence of an Event of Default with respect to this Local Agency Financing Lease shall constitute a like event under any Additional Local Agency Financing Lease, and the occurrence of any such like event under any Additional Local Agency Financing Lease shall constitute an Event of Default under this Local Agency Financing Lease. The owners of certificates of participation in any Additional Master Financing Lease shall be secured *pari passu* with the Owners with respect to any amounts received by the Trustee with respect to the Property following the occurrence of an Event of Default.

(e) *Release of Property.* After design, acquisition, construction, financing or refinancing of the Project, the Local Agency, with the prior written consent of the State Treasurer and only upon the satisfaction of the requirements set forth in Section 2.2(d) of the Master Financing Lease, may release a portion of the Property leased under the Site Lease, and subleased under and pursuant to the Master Financing Lease and this Local Agency Financing Lease. As a condition to any such release, the Local Agency shall (i) deliver to the State Treasurer an appraisal

or other written evidence from an independent, disinterested real property appraiser acceptable to the State Treasurer to the effect that the remaining portion of the Property has an estimated fair rental value for the remaining term of this Local Agency Financing Lease equal to or greater than the Agency Rent Payments due from time to time hereunder; (ii) provide any necessary easements, reciprocal agreements or other rights as may be necessary to provide comparable pedestrian and vehicular access, and other uses and amenities (including but not limited to water, sewer, electrical, gas, telephone and other utilities) as existed prior to such release. The State, the Trustee, as assignee of the Corporation, and the Local Agency shall execute, deliver and record such amendments and modifications to the Site Lease, the Master Financing Lease, the Master Assignment and this Local Agency Financing Lease, and such other documents, agreements and instruments, as the State shall deem necessary or desirable in connection with such release.

Section 2.3 Title to the Property. Fee title to the Property, and all additions, modifications, repairs and improvements thereto, shall remain and vest in the Local Agency, subject to the respective leasehold estates under the Site Lease, the Master Financing Lease and this Local Agency Financing Lease, without any further action by the State, the Local Agency or the Corporation.

Section 2.4 Assignment. In order to secure the payment and performance of the State of its obligations under the Master Financing Lease, the State has assigned and transferred to the Corporation the State's interest in this Local Agency Financing Lease and the rentals, income and profits to be received under this Local Agency Financing Lease, including without limitation the Agency Rent Payments. The Local Agency acknowledges and agrees to such assignment and transfer. The State irrevocably authorizes and directs the Local Agency, upon receipt of written notice from the Trustee, as assignee of the Corporation, that an Event of Default has occurred and is continuing under the Master Financing Lease, to pay to the Trustee, as assignee of the Corporation, the Agency Rent Payments and other amounts due and to become due hereunder. The State shall not have any right or claim against the Local Agency for any Agency Rent Payments or other amounts so paid by the Local Agency to the Trustee as assignee of the Corporation.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that it has had adequate opportunity to inspect the Property, and that such Property, including but not limited to the structures and improvements thereon, is acceptable to the Local Agency in its present condition. The Local Agency subleases the Property in its present condition, "as is." The State makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, structural or other condition, usability, suitability, occupancy or management of the Property, as to the income from or expense of the use or operation thereof, as to title to the Property, as to compliance with applicable zoning, subdivision, planning, safety, fire, health or environmental laws, regulations, ordinances or codes, or as to compliance with applicable covenants, conditions or restrictions, or any other representation or warranty with respect to the Property.

Section 2.6 State Not Liable. The State and its officers and employees shall not be liable to the Local Agency or to any other Person for any death, injury or damage that may result to any Person or property by or from any cause whatsoever in, on, about or relating to the Property.

ARTICLE III
AGENCY RENT PAYMENTS; CONDITIONAL PAYMENT BY STATE; FULL FAITH AND
CREDIT OBLIGATION

Section 3.1 Agency Rent Payments. Each Agency Rent Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Lease. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency, absent manifest error. Each Agency Rent Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Rent Payment Date. Payments of Additional Rent shall be made to or upon the order of the State Treasurer. Each Agency Rent Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

The Agency Rent Payments and Additional Rent for each rental payment period during the term of this Local Agency Financing Lease shall constitute the total rental due for such period, and shall be paid for and in consideration of the use and occupancy and continued quiet enjoyment of the Property for such period. The Parties have determined and agreed that such total rental does not exceed the fair rental value of the Property for each such rental period, given the purposes, terms and provisions of this Local Agency Financing Lease. Anything herein to the contrary notwithstanding, the Local Agency waives any right that it may have under the laws of the State to a rebate or repayment of any portion of such rental in the event that there is substantial interference with the use or right to possession by the Local Agency of the Property or any portion thereof as a result of material damage, destruction or condemnation.

Section 3.2 Sources of Payment of Agency Rent Payments.

(a) *Local Agency Financing Lease.* The Local Agency acknowledges and agrees that the State is subleasing the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution of this Local Agency Financing Lease, the State shall execute and deliver the Master Financing Lease with the Corporation, pursuant to which the State agrees to make Rent Payments for the sublease of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, that will be sufficient in the aggregate to pay the Project Costs of the Project to be designed, acquired and/or constructed by the Local Agency, but only to the extent such Project Costs are financed under the Master Financing Lease. The Agency Rent Payments by the Local Agency under this Local Agency Financing Lease shall be sufficient in the aggregate to pay, on each Rent Payment Date, the Rent Payment for the Property subleased by the State from the Corporation for and on behalf of the Local Agency under the Master Financing Lease. The Local Agency pledges its full faith and credit to make the Agency Rent Payments that are required to be paid to the State under this Local Agency Financing Lease.

Rent Payments allocable to Project Costs of Local Agencies shall be payable by the State solely from Agency Rent Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Lease and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Lease.

(b) *Intercept of Local Agency Share of State Revenues.* In the event that the Local Agency fails to make any payment due under this Local Agency Financing Lease, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Lease on behalf of the Local Agency, or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Agency Rent Payments.* Upon the failure of the Local Agency to make any Agency Rent Payment at such time and in such amount as required pursuant to this Local Agency Financing Lease, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Rent Payment Fund (established under the Master Financing Lease) on behalf of such Local Agency within 15 Business Days after such Agency Rent Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Rent Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State Treasurer for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable including but not limited to actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the "bonds payable" category of accounts of the Local Agency for the purposes of paying the Local Agency's Agency Rent Payments and Additional Rent. The treasurer of the Local Agency shall remit each Agency Rent Payment to the State on each Agency Rent Payment Date and any Additional Rent when due hereunder from any legally available funds of the Local Agency.

Section 3.3 Net Lease. The obligation of the Local Agency to make Agency Rent Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. This Local Agency Financing Lease shall be deemed and construed to be a "triple net lease" with respect to the State. The Local Agency shall pay the Agency Rent Payments, Additional Rent and all other amounts due hereunder, as well as taxes, assessments, insurance, utilities, and all normal maintenance and operating costs for the Project, as further described in part in Sections 6.2(k), (l) and (n) of this Local Agency Financing Lease. The Local Agency shall pay such obligations without notice or demand, and without any diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against among the Local Agency, the State, the Corporation, the Trustee, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3

shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Lease, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to the Sites pursuant to the Site Leases, (ii) all of its rights to receive the Rent Payments and any Additional Rent under the Master Financing Lease, (iii) its right to take all actions, exercise all remedies, and give all consents under the Site Leases and the Master Financing Lease, (iv) all of its remaining right, title and interest in, to and under the Site Leases, the Master Financing Lease and this Local Agency Financing Lease, and in and to the Property and any rents or profits from the Property, and (v) its right of access described in the Master Financing Lease, in consideration for the Trustee's causing to be paid to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Site Leases and Master Financing Lease or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Site Leases and Master Financing Lease as if the Trustee had been the original party thereto. Except where the context otherwise requires, every reference in the Site Leases, Master Financing Lease and this Local Agency Financing Lease to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV

OPTIONAL AND EXTRAORDINARY PREPAYMENT OF AGENCY RENT PAYMENTS

Section 4.1 Optional Prepayment. (a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Rent Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of the State's Rent Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Lease and to pay any Additional Rent in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Rent Payments, which notice shall specify the date of prepayment, and the amount and the Agency Rent Payment Dates of the Agency Rent Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Rent Payments, including any Additional Rent in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Extraordinary Prepayments.

(a) *Eminent Domain; Loss of Title.* The Local Agency shall prepay or cause to be prepaid from eminent domain awards or sale proceeds received pursuant to Section 5.1, and from the net proceeds of title insurance received pursuant to Section 5.2, Agency Principal Components then unpaid, in whole or in part on any date, at a prepayment price equal to the sum of the Agency Principal Components so prepaid, plus accrued interest to the date of prepayment. The aggregate annual Agency Rent Payments for the related Property from and after such prepayment date shall be in approximately equal amounts.

(b) *Insurance Proceeds.* The Local Agency may, at its option and upon approval of the State Treasurer, prepay or cause to be prepaid from net insurance proceeds received pursuant to Section 5.3, Agency Principal Components then unpaid, in whole or in part on any date, at a prepayment Price equal to the sum of the Agency Principal Components so prepaid, plus accrued interest to the date of prepayment. The aggregate annual Agency Rent Payments for the related Property from and after such prepayment date shall be in approximately equal amounts.

Section 4.3 Revision of Agency Rent Payments upon Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Rent Payment due on each Agency Rent Payment Date on and after the date of any prepayment pursuant to Sections 4.1 or 4.2, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Rent Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer pursuant to Section 4.1(b).

Section 4.4 Discharge of Agency Local Agency Financing Lease. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Lease shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and Government Obligations set aside pursuant to Section 4.4(b) applied to make the remaining Agency Rent Payments) when either:

(a) all Agency Rent Payments and all Additional Rent and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Rent Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such actions are permitted under this Local Agency Financing Lease, the Master Financing Lease and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Rent Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Rent.

ARTICLE V
EMINENT DOMAIN; LOSS OF TITLE; DAMAGE AND DESTRUCTION

Section 5.1 Eminent Domain. If all of the Property subleased to the Local Agency pursuant to this Local Agency Financing Lease, or so much of it that the remainder becomes unsuitable for the Local Agency's then-existing needs, is taken under the power of eminent domain (or sold under threat of condemnation), the sublease of the Property pursuant to this Local Agency Financing Lease shall cease as of the day that the Local Agency is required to vacate the Property. If less than all of the Property is taken under the power of eminent domain (or sold under threat of condemnation), and the remainder is suitable for the Local Agency's then-existing needs, as reasonably determined by the State, then this Local Agency Financing Lease shall continue in effect as to the remainder, and the Parties waive any benefits of the law to the contrary. In that event, there shall be no abatement of the rental due from the Local Agency. So long as any Agency Rent Payments under this Local Agency Financing Lease remain unpaid, any eminent domain award and any proceeds of sale under threat of condemnation for all or any part of the Property shall be applied to the prepayment of Agency Rent Payments as provided in Section 4.2(a). Any award or proceeds in excess of the amount necessary to prepay the Agency Rent Payments, and thereby to prepay or provide for the payment of the corresponding portion of the Rent Payments under the Master Financing Lease, shall be paid to the Corporation, the State and the Local Agency as their respective interests may appear.

Section 5.2 Loss of Title. If there is a loss of title to the Property which is insured under a policy or policies of title insurance, or so much of it that the remainder becomes unsuitable for the Local Agency's then-existing needs, then the Local Agency's sublease of the Property shall cease as of the day that the Local Agency is required to vacate the Property. If there is a loss of title to less than all of the Property, and the remainder is suitable for the Local Agency's then-existing needs, as reasonably determined by the State Treasurer, then this Local Agency Financing Lease shall continue in effect as to the remainder, and the Parties waive any benefits of the law to the contrary. In that event, there shall be no abatement of the rental due from the Local Agency. So long as any Agency Rent Payments under this Local Agency Financing Lease remain unpaid, any payments under any title insurance policy or policies with respect to the Property shall be applied to the prepayment of Agency Rent Payments as provided in Section 4.2(a). Any payment in excess of the amount necessary to prepay such Agency Rent Payments, and thereby to prepay or provide for the payment of the corresponding portion of the Rent Payments due under the Master Financing Lease, shall be paid to the Corporation, the State and the Local Agency as their respective interests may appear.

Section 5.3 Damage or Destruction. If all or any portion of the Property subleased to the Local Agency pursuant to this Local Agency Financing Lease is damaged or destroyed by fire or other casualty, this Local Agency Financing Lease shall not terminate, and there shall be no abatement of the rent due from the Local Agency. So long as any Agency Rent Payments remain unpaid, any payments under the property insurance policy or policies with respect to the Property may be applied to the prepayment of Agency Rent Payments as provided Section 4.2(b), or may be paid to the State Treasurer and applied as provided in Section 5.03 of the Trust Agreement.

ARTICLE VI
REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 6.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

- (a) The Local Agency is an “other agency” within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.
- (b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Lease.
- (c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Lease, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Site or the Project, except as expressly provided in this Local Agency Financing Lease and the Master Financing Lease.
- (d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Lease.
- (e) This Local Agency Financing Lease constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.
- (f) The Site and the Project thereon to be designed, acquired and/or constructed pursuant to this Local Agency Financing Lease is essential to the Local Agency’s ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of such Property during the term of this Local Agency Financing Lease.
- (g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Lease.
- (h) The obligations of the Local Agency under this Local Agency Financing Lease, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.
- (i) The Local Agency is the owner in fee of the Property.
- (j) The Local Agency is not in violation of, or subject to any pending or threatened investigation by, any governmental authority under any federal, State or local law, regulation, or ordinance pertaining to the handling, transportation, storage, treatment, usage or disposal of Toxic

or Hazardous Substances, air emissions, other environmental matters or any zoning or land use matters with respect to the Property or the Project.

Section 6.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence*. The Local Agency will do or cause to be done all things necessary to preserve its existence as an “other agency” within the meaning of the Act.

(b) *Budget*. The Local Agency shall take such action as may be necessary to include all the Agency Rent Payments and Additional Rent due hereunder in its annual budget and to make any necessary appropriations for all such Agency Rent Payments and Additional Rent.

(c) *Levy of Taxes*. If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of its electors, to provide funds, together with other legally available money, sufficient to make the Agency Rent Payments and the other payments required under this Local Agency Financing Lease.

(d) *Notice of Nonpayment*. The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Rent Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Rent Payment due on such date.

(e) *Tax-Exemption*. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Lease or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a “governmental unit” as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Rent Payments under Section 103 of the Code. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Lease or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “private activity bonds” within the meaning of Section 141 of the Code, or “hedge bonds” within the meaning of Section 149 of the Code. To that end, for so long as any Agency Rent Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Rent Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens, Assignments or Subleases.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property or any part thereof, except for Permitted Encumbrances. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey, mortgage, pledge, sublet or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Lease, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Rent Payments and Additional Rent in conformity with the terms and provisions of this Local Agency Financing Lease, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission or refraining from doing anything, would or might be ground for cancellation or termination of this Local Agency Financing Lease.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Lease, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Maintenance; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair and condition, protect the same from deterioration other than normal wear and tear, and pay or cause to be paid all charges for utility services to the Property; (ii) comply with the requirements of applicable laws, ordinances and regulations and the requirements of any insurance or self-insurance program required under Section 6.2(n) in connection with the use, occupation and maintenance of the Property; (iii) obtain all permits and licenses, if any, required by law for the use, occupation and maintenance of the Property; and (iv) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property.

(l) *Impositions.* If during the term of this Local Agency Financing Lease, any Imposition is imposed or incurred in connection with the sublease of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency, or the payment of the Agency Rent Payments by the Local Agency, or the payment of the Rent Payments payable therefrom by the State, the Local Agency shall pay all such Impositions when due. The Local Agency at its own expense may contest any such Impositions until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions. If the Corporation or the State pays any such Impositions for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the Corporation or the State for such payments as Additional Rent.

(m) *Hazardous Substances.*

(i) *Use.* The Property does not currently violate, and neither the Local Agency nor its officers, agents, employees, contractors, or invitees, shall use the Property in a manner that violates, any applicable federal, state or local law, regulation or ordinance, including, but not limited to, any such law, regulation or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage and disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters. The Local Agency shall not cause or permit the release or disposal of any Toxic or Hazardous Substances on or from the Property.

(ii) *Indemnity.* The Local Agency, to the extent permitted by law, agrees to protect, indemnify, defend (with counsel satisfactory to the Local Agency) and hold the State, the Corporation and the Trustee, and their respective directors, officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities or losses arising out of or in any way relating to the presence, release or disposal of Toxic or Hazardous Substances on or from the Property; *provided, however,* that the Local Agency shall not be obligated to indemnify such parties, in its capacity as Lessor under the Site Lease, from any such claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of Toxic or Hazardous Substances on or from the Property occurring when the Local Agency is not or was not in possession of the Property. Such indemnity shall include, without limitation, costs incurred in connection with:

(A) Toxic or Hazardous Substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Property; or

(B) Toxic or Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the Property; or

(C) Toxic or Hazardous Substances present on or under the Property as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Property by any person, corporation, partnership, or entity other than the Local Agency, its officials, officers, employees or agents.

The indemnification provided by this subsection shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party because of the presence or suspected presence of Toxic or Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property. Such costs may include, but not be limited to, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, sums paid in settlements of claims, attorney's fees, consultants fees, and expert fees.

(iii) *Notification Requirements.* The Local Agency shall promptly notify the other Parties in writing of all spills or releases of any Toxic or Hazardous Substances, all failures to comply with any federal, state, or local law, regulation or ordinance, all inspections of the Property by any regulatory entity concerning the same, all notices, orders, fines or communications of any kind from any governmental entity or third party that relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Property or any activity conducted thereon, and all responses or interim cleanup action taken by or proposed to be taken by any government entity or private party on the Property.

Upon request by any Party, the Local Agency shall provide such Party with a written report (A) listing the Toxic or Hazardous Substances that were used or stored on the Property; (B) discussing all releases of Toxic or Hazardous Substances that occurred or were discovered on the Property and all compliance activities related to Toxic or Hazardous Substances, including all contacts with and all requests from third parties for cleanup or compliance; (C) providing copies of all permits, manifests, business plans, consent agreements or other contracts relating to Toxic or Hazardous Substances executed or requested during that time period; and (D) including such other information requested by such Party.

(iv) *Inspection Rights.* The Parties, and their officers, employees and agents, shall have the right, but not the duty, to inspect the Property and the Local Agency's relevant environmental and land use documents at any time and to perform such tests on the Property as are reasonably necessary to determine whether the Local Agency is complying with the terms of this Local Agency Financing Lease. The Local Agency shall be responsible for paying for any testing that is conducted if the Local Agency is not in compliance with this Local Agency Financing Lease and such Party has reason to believe such noncompliance is due to the Local Agency's operations or use of the Property. If the Local Agency is not in compliance with this Local Agency Financing Lease, such Party, without waiving or releasing any right or remedy it may have with respect to such noncompliance, shall have the right to immediately enter upon the Property to remedy any contamination caused by the Local Agency's failure to comply notwithstanding any other provision of this Local Agency Financing Lease. The Party shall use reasonable efforts to minimize interference with the Local Agency's business but shall not be liable for any interference caused thereby.

(v) *Corrective Action.* In the event any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work (“Remedial Work”) of any kind is necessary under any applicable federal, state or local laws, regulations or ordinances, or is required by any governmental entity or other third person because of or in connection with the presence or suspected presence of Toxic or Hazardous Substances on or under the Property, the Local Agency shall assume responsibility for all such Remedial Work and shall promptly commence and thereafter diligently prosecute to completion all such Remedial Work. The Local Agency shall pay for all costs and expenses of such Remedial Work, including, without limitation, the Party’s reasonable attorneys’ fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event the Local Agency shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, such Party may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become immediately due and payable as Additional Rent due to the State from the Local Agency.

(n) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time, but in any event not less than the aggregate amount of the Agency Principal Components of Agency Rent Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. Such property insurance shall be “all risk” insurance, and shall cover physical loss or damage as a result of fire, lightning, theft, vandalism, malicious mischief, flood, earthquake, and boiler and machinery; provided, that the State Treasurer may waive the requirement for earthquake or flood insurance if it determines, in its reasonable discretion, that the same is not available from reputable insurers and commercially reasonable rates. Such extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as the Local Agency may reasonably determine from time to time. Such policies of insurance shall provide that all proceeds thereunder shall be payable to the Trustee, as assignee of the Corporation, pursuant to a lender’s loss payable endorsement in a form approved in writing by the State Treasurer, which approval shall not be unreasonably withheld or delayed. The net proceeds of such insurance shall be applied as provided in Section 5.03 of the Trust

Agreement. Such insurance may at any time include a deductible of not to exceed \$5,000 for losses in any year, or such greater amount as the State Treasurer may approve in writing.

(iii) The insurance required under paragraphs (i) and (ii) above (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) except for the insurance required under paragraph (ii) above and as provided in paragraph (iv) below, shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms or conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) In the event that the Local Agency provides the insurance required under paragraph (i) above through its membership in a local government risk pool established under chapter 48.62 RCW, the State and the Trustee shall not be required to be named as additional insureds under such insurance; provided, however, that in such event the Local Agency agrees to protect, indemnify, and hold the State and the Trustee harmless from any claims, judgments, damages, expenses and losses covered by such insurance.

(v) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(vi) Unless otherwise agreed by the State, the Local Agency shall obtain a policy or policies of title insurance on the Property, subject only to Permitted Encumbrances, in an amount equal to the aggregate amount of Agency Rent Payments to become due hereunder, payable to the State and the Trustee, in a form and from a provider approved in writing by the State Treasurer, which approval shall not be unreasonably withheld or delayed. The proceeds received under any such policy shall be applied as provided in Section 5.2.

(vii) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 6.2(n).

ARTICLE VII EVENTS OF DEFAULT; REMEDIES

Section 7.1 Agency Event of Default. Each of the following shall constitute an "Agency Event of Default" hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Rent Payment required to be paid hereunder within ten 10 Business Days of the respective Agency Rent Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State or the Trustee to the Local

Agency specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for an additional 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Lease or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;

(d) If the Local Agency shall abandon or vacate the Property; and

(e) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency, in writing, of its inability to pay its debts generally, or the making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 7.1(e).

(f) If an event of default shall occur under any Additional Financing Lease Agreement.

Notwithstanding the foregoing provisions of this Section 7.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in this Local Agency Financing Lease, the Local Agency shall not be deemed in default during the continuance of such inability. The term "*force majeure*" means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State Treasurer, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 7.2 Rights of State Following Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) *Continuation; Reentry and Reletting.* The State may continue this Local Agency Financing Lease in full force and effect, and (i) collect rent and other amounts as they become due hereunder, (ii) enforce every other term and provision hereof to be observed or performed by the



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 4/29/2024
AGENDA ITEM (to be completed by the office): New Business #4
SUBJECT: Memorandum of Local Agency Financing Lease
REQUESTOR: District Secretary
COST (including tax):
SUMMARY: Approval for this item is needed in order to receive funding from the LOCAL Program.
RECOMMENDATION: Approve the Memorandum of Local Agency Financing Lease.

Recording Requested by and Return To:
WASHINGTON FINANCE OFFICERS
ASSOCIATION
c/o Foster Garvey PC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attn: William G. Tonkin

MEMORANDUM OF LOCAL AGENCY FINANCING LEASE

This Memorandum of a Local Agency Financing Lease is made as of June 25, 2024, by and between the STATE OF WASHINGTON, as landlord and sublessor (“Landlord”), and FIRE PROTECTION DISTRICT NO. 1, PACIFIC COUNTY, WASHINGTON, as tenant and sublessee (“Tenant”), in connection with that certain Local Agency Financing Lease, Series 2024B, dated as of June 25, 2024, and executed by and between Landlord and Tenant (the “Lease”), in connection with (among other things) that certain real property (the “Property”) described on Exhibit A, attached hereto and incorporated herein by this reference.

Landlord hereby leases to Tenant and Tenant leases from Landlord the Property on the terms and conditions set forth in the Lease for a term commencing as of June 25, 2024, and ending on July 1, 20___. Upon the occurrence of certain events, the term of the Lease with respect to the Property may be extended to July 1, 20___.

Abbreviated Legal Description: TRACTS 1 & 2 MIDWAY ACRES, PACIFIC COUNTY, WASHINGTON

Full Legal Description See Exhibit A

Assessor’s Tax Parcel ID No. 74039001000

**Reference number(s) of related/
assigned/released/document(s):** _____

[SIGNATURES ON FOLLOWING PAGE]

[Signature page Memorandum of Local Agency Financing Lease]

LANDLORD:

STATE OF WASHINGTON, acting by
and through the State Treasurer

By _____
Treasurer Representative

TENANT:

FIRE PROTECTION DISTRICT NO. 1,
PACIFIC COUNTY, WASHINGTON

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

EXHIBIT A

Legal Description

Tracts 1 and 2 of MIDWAY ACRES, according to the Plat thereof on file in the Office of the Auditor of Pacific County, Washington;

EXCEPTING that portion conveyed in Deed recorded in Volume 281, page 225 described as follows:

A portion of Tract 1, MIDWAY ACRES, a duly recorded subdivision in Volume F of Plats, page 14, records of Pacific County, Washington, described as follows:

Beginning at the Northwest corner of Tract 1 of Plat of Midway Acres in Section 21, Township 11 North, Range 11 West, W.M.;
thence South 89° 27' 30" East 150.0 feet;
thence South 01° 27' 34" West 120.0 feet;
thence North 89° 27' 30" West 150.0 feet to the East right of way line of Secondary State Highway 12-A;
thence North along said right of way line to the point of beginning.

Situate in the County of Pacific, State of Washington

SUBJECT TO: All easements, covenants, conditions, reservations, restrictions, and other matters of record.

Also identified as Pacific County Tax Parcel Number 74039001000.



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 4/29/2024
AGENDA ITEM (to be completed by the office): New Business #5
SUBJECT: Local Agency Site Lease, Series 2024B by and between the Fire Protection District No. 1, Pacific County, Washington, as lessor and the Washington Finance Officers Association, as lessee
REQUESTOR: District Secretary
COST (including tax):
SUMMARY: Approval for this item is needed in order to receive funding from the LOCAL Program.
RECOMMENDATION: Approve the Local Agency Site Lease, Series 2024B by and between the Fire Protection District No. 1, Pacific County, Washington, as lessor and the Washington Finance Officers Association, as lessee.

Transaction No. 1244-1-1

LOCAL AGENCY SITE LEASE, SERIES 2024B

by and between the

**FIRE PROTECTION DISTRICT NO. 1,
PACIFIC COUNTY, WASHINGTON, as lessor**

and the

WASHINGTON FINANCE OFFICERS ASSOCIATION, as lessee

Dated as of June 25, 2024

LOCAL AGENCY SITE LEASE, SERIES 2024B

THIS LOCAL AGENCY SITE LEASE, SERIES 2024B (the "Site Lease"), dated as of June 25, 2024 (the "Dated Date"), is entered into by and between Fire Protection District No. 1, Pacific County, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Washington (the "Local Agency"), and the Washington Finance Officers Association, a Washington nonprofit corporation (the "Corporation").

RECITALS:

The Parties are entering into this Site Lease based upon the following facts and expectations:

1. Chapter 39.94 RCW (the "Act") authorizes the state of Washington (the "State"), acting by and through the State Treasurer (the "State Treasurer"), to enter into financing contracts, including but not limited to financing leases, on behalf of certain "other agencies" ("Local Agencies") for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

2. the Local Agency has determined that it is necessary and desirable to lease the Site legally described in Exhibit A to the Corporation for the purpose of enabling the Corporation to sublease the Site to the State, and further to enable the State to sublease the Site back to the Local Agency, to provide financing or refinancing for the acquisition or construction of improvements on the Site (the "Project," and, together with the Site, the "Property"); and

3. simultaneously with the execution and delivery of this Site Lease, the State is entering into a Master Financing Lease, Series 2024B, dated as of the Dated Date (the "Master Financing Lease"), with the Corporation to provide financing for the costs of acquisition or improvement of various parcels of real property for and on behalf of certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

4. pursuant to the Master Financing Lease, the State is obligated to make Rent Payments to the Corporation for the lease of the Property; and

5. simultaneously with the execution and delivery of the Master Financing Lease, the State will sublease the Property to the Local Agency pursuant to a Local Agency Financing Lease, Series 2024B (the "Agency Financing Lease"), dated as of the Dated Date; and

6. the Corporation will grant, sell, assign, transfer and convey without recourse to the Trustee all of its rights to receive the Rent Payments scheduled to be made by the State under the Master Financing Lease, together with all of its remaining right, title and interest in, to and under this Site Lease, the Master Financing Lease, the Agency Financing Leases and the Property by means of a Master Assignment, Series 2024B (the "Master Assignment"), dated as of the Dated Date; and

7. in consideration of such assignment and pursuant to the Trust Agreement, Series 2024B (the "Trust Agreement"), dated as of the Dated Date, by and among the Trustee, the State and the

Corporation, the Trustee has agreed to execute and deliver the State of Washington Certificates of Participation, Series 2024B (State and Local Agency Real and Personal Property), in an aggregate principal amount of \$ _____ (the "Certificates"), a portion of the proceeds of which will be used to finance or refinance the costs of the Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties agree as follows:

SECTION 1. Definitions; Construction; Miscellaneous Provisions; Supplements.

Appendix 1 to the Series 2024B Agreements ("Appendix 1") is incorporated as part of this Site Lease by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Site Lease; (ii) certain rules for interpreting this Site Lease; (iii) miscellaneous technical provisions that apply to this Site Lease; and (iv) rules on how this Site Lease may be amended or supplemented.

SECTION 2. Lease of the Site; Ownership.

(a) The Local Agency leases to the Corporation on the terms and conditions hereinafter set forth, the Site legally described in Exhibit A, subject to all easements, covenants, conditions and restrictions existing as of the date hereof.

(b) The Local Agency represents and warrants that it is the owner in fee of the Site, subject only to Permitted Encumbrances.

SECTION 3. Term.

The term of this Site Lease shall commence on the Dated Date, and shall end on July 1, 20__, unless such term is extended or sooner terminated as hereinafter provided. If on such date, the Local Agency Financing Lease shall not be discharged by its terms, then the term of this Site Lease shall be extended until 10 days after all amounts due under the Local Agency Financing Lease shall have been paid and the Local Agency Financing Lease shall have been discharged by its terms, except that the term of this Site Lease shall in no event be extended beyond July 1, 20__. If prior to July 1, 20__, all amounts due under the Local Agency Financing Lease shall have been paid and the Local Agency Financing Lease shall have been discharged by its terms, the term of this Site Lease shall end 10 days thereafter or 10 days after written notice by the Local Agency to the Corporation, whichever is earlier.

SECTION 4. Rental.

The Corporation shall pay to State Treasurer, for the benefit of the Local Agency pursuant to the Master Financing Lease and the Local Agency Financing Lease, as the total rent due hereunder, the amount set forth in Exhibit B (the "Prepaid Site Lease Rent"), all of which shall be payable on the Closing Date. The Parties agree that the amount of the Prepaid Site Lease Rent represents fair consideration for the leasehold interest being transferred hereunder, given the purposes, terms and provisions hereof. The Corporation shall not be obligated to pay such rent other than from the proceeds of the Certificates. Anything herein to the contrary notwithstanding, the Corporation waives any right that it may have under the laws of the State to a rebate or

repayment of any portion of such rent in the event that there is substantial interference with the use or right to possession by the Corporation of the Site or any portion thereof as a result of material damage, destruction or condemnation.

SECTION 5. Purpose.

The Corporation shall use the Site solely for the purpose of subleasing the Property to the State pursuant to the Master Financing Lease, to enable the State to sublease the Property to the Local Agency pursuant to the Local Agency Financing Lease, and for such purposes as may be incidental thereto; *provided*, that in the event of a default by the State under the Master Financing Lease or by the Local Agency under the Local Agency Financing Lease, the Corporation may exercise the remedies provided therein.

SECTION 6. Assignments and Subleases.

(a) The Corporation shall not grant, sell, assign, mortgage, pledge, sublet or transfer any of its right, title or interest in, to or under this Site Lease or the Site except as expressly provided in the Master Assignment, the Master Financing Lease and the Local Agency Financing Lease, without the prior written consent of the Local Agency. The Local Agency consents to the sublease of the Property pursuant to the Master Financing Lease, and the assignment of the Corporation's right, title and interest hereunder to the Trustee pursuant to the Master Assignment for the benefit of the Owners of the Certificates.

(b) Upon the occurrence and continuance of an Event of Default or Agency Event of Default with respect to the Property, the Corporation shall have the right, pursuant to the Master Assignment, the Trust Agreement and the Master Financing Lease, to sublease all or any portion of the Property; *provided*, that the subtenant and the terms and provisions of the sublease shall be subject to the prior written approval of the Local Agency, which approval shall not be unreasonably withheld or delayed.

SECTION 7. Right of Entry.

The Local Agency reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time (or in an emergency at any time) to inspect the same, or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 8. Termination.

The Corporation agrees, upon the termination or expiration of this Site Lease, to quit and surrender the Site in the same good order, condition and repair as the same was in at the time of commencement of the term hereunder, except for acts of God, reasonable wear and tear, and any actions by the Local Agency that affect the condition of the Site. The Corporation agrees that any permanent improvements and structures existing upon the Site at the time of such termination or expiration of this Site Lease shall remain thereon and title thereto shall vest in the Local Agency. The Corporation shall thereafter execute, acknowledge and deliver to the Local Agency such instruments of further assurance as in the reasonable opinion of the Local Agency are necessary or desirable to confirm the Local Agency's right, title and interest in and to the Site.

SECTION 9. Default.

In the event that the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 60 days following notice and demand for correction thereof to the Corporation, the Local Agency may exercise any and all remedies granted by law, except that as described in Section (k) of Part 3 of Appendix 1, no merger of this Site Lease shall be deemed to occur as a result thereof; *provided, however,* that the Local Agency shall have no power to terminate this Site Lease by reason of any default on the part of the Corporation; and *provided further,* that so long as any Certificates are outstanding and unpaid in accordance with the terms of the Trust Agreement and the Master Financing Lease, the Rent Payments or Additional Rent or any part thereof payable to the Corporation shall continue to be paid to the Corporation. So long as the Trustee shall duly perform the terms and conditions of this Site Lease, the Master Assignment, the Master Financing Lease and of the Trust Agreement, the Trustee shall be deemed to be and shall become the tenant of the Local Agency hereunder and shall be entitled to all of the rights and privileges granted to the Corporation hereunder and under the Master Assignment, the Master Financing Lease and the Trust Agreement.

SECTION 10. Waiver.

No delay or omission to exercise any right or remedy accruing upon a default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the Local Agency hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the Local Agency of any default hereunder shall not constitute a waiver of any subsequent default hereunder, and shall not affect or impair the rights or remedies of the Local Agency in connection with any such subsequent default.

SECTION 11. Quiet Enjoyment.

The Corporation and its authorized assignees and sublessees at all times during the term of this Site Lease, subject to the provisions of Section 9, shall peaceably and quietly have, hold and enjoy all of the Site without suit, trouble or hindrance from the Local Agency.

SECTION 12. Taxes.

The Local Agency covenants and agrees to pay any and all Impositions of any kind or character, including but not limited to possessory interest taxes, levied or assessed upon the Property (including both land and improvements), or with respect to this Site Lease, the Local Agency Financing Lease, or the lease of the Property pursuant to the Master Financing Lease; *provided, however,* that the Local Agency shall not pay any possessory interest taxes levied as a result of any assignment or sublease of or with respect to all or any part of the Property then in effect between the Corporation and any assignee or subtenant of the Corporation (other than as lessee under the Local Agency Financing Lease).

SECTION 13. Eminent Domain; Loss of Title.

In the event the whole or any part of the Property is taken permanently or temporarily under the power of eminent domain (or sold under threat of condemnation), or there is a loss of title to the whole or any part of the Property, the interest of the Corporation in the Property shall be recognized and is hereby determined to be an amount not less than the then unpaid indebtedness incurred by the Local Agency under its Local Agency Financing Lease. The term "unpaid indebtedness," as used in the preceding sentence, includes all unpaid Agency Principal Components, Agency Interest Components and all other payments required to be made by the Local Agency pursuant to the Local Agency Financing Lease, until all Agency Rent Payments due thereunder have been paid or the payment thereof provided for in accordance therewith. The amount of any such award, judgment or payment shall be paid to the Corporation, and the balance, if any, in excess of the unpaid indebtedness shall be paid to the Local Agency.

IN WITNESS WHEREOF, the Local Agency and the Corporation have caused this Site Lease to be executed in their respective names by their respective duly authorized officers, all as of the Dated Date.

FIRE PROTECTION DISTRICT NO. 1,
PACIFIC COUNTY, WASHINGTON, as lessor

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

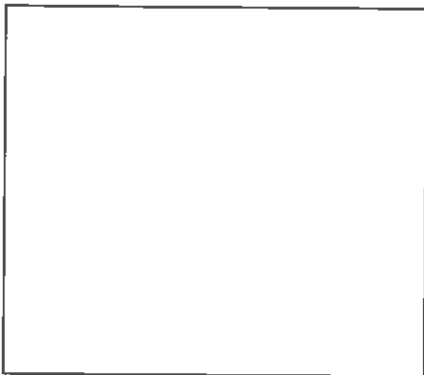
WASHINGTON FINANCE OFFICERS
ASSOCIATION, as lessee

By _____
Authorized Corporation Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF PACIFIC)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of FIRE PROTECTION DISTRICT NO. 1, PACIFIC COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

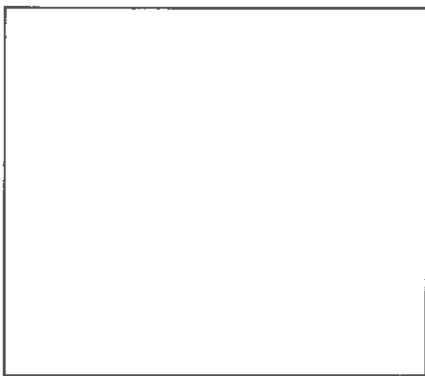
Notary public in and for the state of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PACIFIC)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of FIRE PROTECTION DISTRICT NO. 1, PACIFIC COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

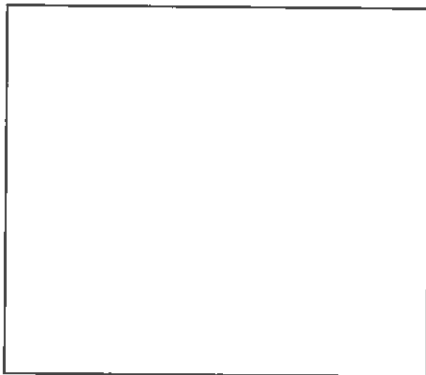
Notary public in and for the state of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that STACIE TELLERS is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the WASHINGTON FINANCE OFFICERS ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My commission expires _____

EXHIBIT A

Description of Site

Tracts 1 and 2 of MIDWAY ACRES, according to the Plat thereof on file in the Office of the Auditor of Pacific County, Washington;

EXCEPTING that portion conveyed in Deed recorded in Volume 281, page 225 described as follows:

A portion of Tract 1, MIDWAY ACRES, a duly recorded subdivision in Volume F of Plats, page 14, records of Pacific County, Washington, described as follows:

Beginning at the Northwest corner of Tract 1 of Plat of Midway Acres in Section 21, Township 11 North, Range 11 West, W.M.;

thence South $89^{\circ} 27' 30''$ East 150.0 feet;

thence South $01^{\circ} 27' 34''$ West 120.0 feet;

thence North $89^{\circ} 27' 30''$ West 150.0 feet to the East right of way line of Secondary State Highway 12-A;

thence North along said right of way line to the point of beginning.

Situate in the County of Pacific, State of Washington

SUBJECT TO: All easements, covenants, conditions, reservations, restrictions, and other matters of record.

Also identified as Pacific County Tax Parcel Number 74039001000.

EXHIBIT B

Prepaid Site Lease Rent

Ten Dollars (\$10.00)



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 4/29/2024
AGENDA ITEM (to be completed by the office): New Business #6
SUBJECT: Memorandum of Local Agency Site Lease, Series 2024B
REQUESTOR: District Secretary
COST (including tax):
SUMMARY: Approval for this item is needed in order to receive funding from the LOCAL Program.
RECOMMENDATION: Approve the Memorandum of Local Agency Site Lease, Series 2024B.

Recording Requested by and Return To:
WASHINGTON FINANCE OFFICERS
ASSOCIATION
c/o Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attn: William G. Tonkin

MEMORANDUM OF LOCAL AGENCY SITE LEASE, SERIES 2024B

This Memorandum of a Local Agency Site Lease dated as of June 25, 2024, having a term ending on July 1, 20__ , unless extended or sooner terminated as permitted therein, which Local Agency Site Lease is between FIRE PROTECTION DISTRICT NO. 1, PACIFIC COUNTY, WASHINGTON, as Lessor, and the WASHINGTON FINANCE OFFICERS ASSOCIATION, as Lessee, with respect to the land described on Exhibit A, attached hereto and incorporated herein by this reference.

Abbreviated Legal Description:	TRACTS 1 & 2 MIDWAY ACRES, PACIFIC COUNTY, WASHINGTON
Full Legal Description	<u>See Exhibit A</u>
Assessor's Tax Parcel ID No.	74039001000
Reference number(s) of related/ assigned/released/document(s):	_____

[SIGNATURES ON FOLLOWING PAGE]

[Signature page Memorandum of Local Agency Site Lease]

Lessor:

FIRE PROTECTION DISTRICT NO 1,
PACIFIC COUNTY, WASHINGTON

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

Lessee:

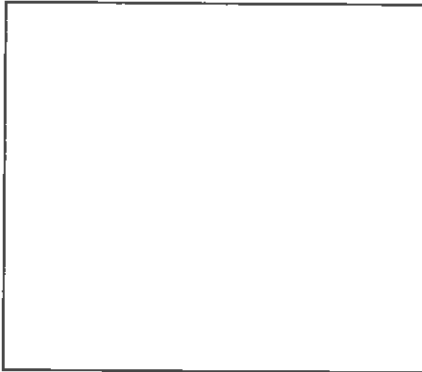
WASHINGTON FINANCE OFFICERS
ASSOCIATION

By _____
Authorized Corporation Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF PACIFIC)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of FIRE PROTECTION DISTRICT NO. 1, PACIFIC COUNTY, WASHINGTON, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

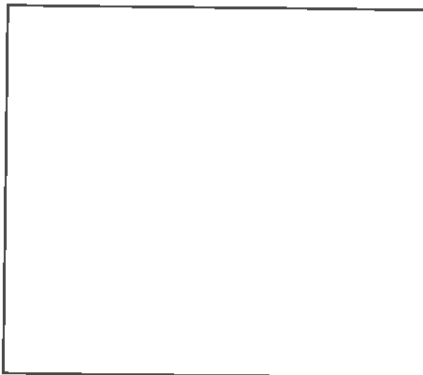
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PACIFIC)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of FIRE PROTECTION DISTRICT NO. 1, PACIFIC COUNTY, WASHINGTON, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

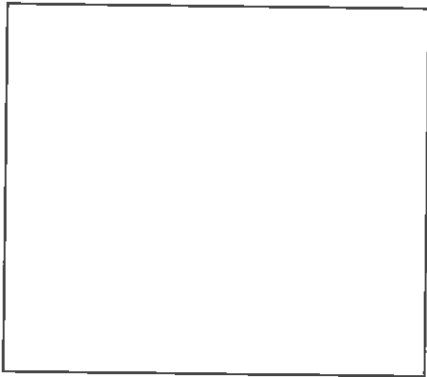
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that STACIE TELLERS is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the WASHINGTON FINANCE OFFICERS ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My commission expires _____

EXHIBIT A

Legal Description

Tracts 1 and 2 of MIDWAY ACRES, according to the Plat thereof on file in the Office of the Auditor of Pacific County, Washington;

EXCEPTING that portion conveyed in Deed recorded in Volume 281, page 225 described as follows:

A portion of Tract 1, MIDWAY ACRES, a duly recorded subdivision in Volume F of Plats, page 14, records of Pacific County, Washington, described as follows:

Beginning at the Northwest corner of Tract 1 of Plat of Midway Acres in Section 21, Township 11 North, Range 11 West, W.M.;

thence South 89° 27' 30" East 150.0 feet;

thence South 01° 27' 34" West 120.0 feet;

thence North 89° 27' 30" West 150.0 feet to the East right of way line of Secondary State Highway 12-A;

thence North along said right of way line to the point of beginning.

Situate in the County of Pacific, State of Washington

SUBJECT TO: All easements, covenants, conditions, reservations, restrictions, and other matters of record.

Also identified as Pacific County Tax Parcel Number 74039001000.



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 4/29/2024															
AGENDA ITEM (to be completed by the office): <i>New Business # 7</i>															
SUBJECT: Part-Time Firefighter/EMT wage increase.															
REQUESTOR: Mike DeConto															
COST (including tax):															
SUMMARY: Request to increase the hourly wages for part-time FF/EMT's as outlined below. The request is secondary to bringing the base wage to above the current Washington State minimum wage of \$16.28 per hour and remain competitive with surrounding Washington and Oregon departments.															
<table border="0"> <thead> <tr> <th><u>Certification</u></th> <th><u>Current Hourly Wage</u></th> <th><u>Proposed Hourly Wage</u></th> </tr> </thead> <tbody> <tr> <td>None but meets minimum requirements</td> <td>\$16/hour</td> <td>\$18/hour</td> </tr> <tr> <td>IFSAC/Pro-Board Firefighter 1</td> <td>\$17/hour</td> <td>\$20/hour</td> </tr> <tr> <td>Other state certified NFPA FF 1&2</td> <td>\$17/hour</td> <td>\$20/hour</td> </tr> <tr> <td>WA State Paramedic</td> <td>\$18.50/hour</td> <td>\$25/hour</td> </tr> </tbody> </table>	<u>Certification</u>	<u>Current Hourly Wage</u>	<u>Proposed Hourly Wage</u>	None but meets minimum requirements	\$16/hour	\$18/hour	IFSAC/Pro-Board Firefighter 1	\$17/hour	\$20/hour	Other state certified NFPA FF 1&2	\$17/hour	\$20/hour	WA State Paramedic	\$18.50/hour	\$25/hour
<u>Certification</u>	<u>Current Hourly Wage</u>	<u>Proposed Hourly Wage</u>													
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IFSAC/Pro-Board Firefighter 1	\$17/hour	\$20/hour													
Other state certified NFPA FF 1&2	\$17/hour	\$20/hour													
WA State Paramedic	\$18.50/hour	\$25/hour													
Other regional and state departments with similar positions and structure range from the state minimum wage to \$24/hour.															
The updated Part-Time FF/EMT job announcement and job description are also attached for review.															
RECOMMENDATION:															
To approve the wage increase for Part-time FF/EMT's as proposed.															



Proudly Serving Since 1940

FIREFIGHTER/EMT (*PART-TIME*) TESTING

Pacific County Fire District is seeking highly motivated Firefighter / EMTs to join our department. Hired candidates will serve as part-time Firefighter / EMT's. Future full-time positions are often hired from part-time positions.

MINIMUM REQUIREMENTS:

- Minimum of Washington State EMT – Basic certification.
- One (1) year of firefighting experience.
- Valid Washington or Oregon Drivers license.

DESIRED QUALIFICATIONS:

- IFSAC Firefighter or equivalent.
- Three (3) years of firefighting experience.
- EMT – IV or EMT – Paramedic certification.
- Wildland Firefighter 2 certification.
- Associate degree in related field.

WAGE, BENEFITS & WORK SCHEDULE

- Work schedule consist of 24-hour shifts.
- Part-time Firefighter/EMT position pays:
 - \$18 / hour
 - \$20 / hour if IFSAC / Pro Board – certified Firefighter 1
 - \$20 / hour if other state certified NFPA Firefighter 1 & 2
 - \$22 / hour if a certified WA State Paramedic
- A maximum of five (5) 24-hour shifts or one-hundred twenty (120) hours per month.
- Paid sick leave accrual of 1 hour for every 40 hours worked.
- \$10,000 Life Insurance policy.
- Washington State PERS retirement.
- Opportunity to participate in a Deferred Compensation program.
- Paid training opportunities.

ABOUT PACIFIC COUNTY FIRE DISTRICT 1

Located on the Long Beach Peninsula, Pacific County Fire District 1 prides itself on being a progressive, full-service fire district, staffing two 24-hour stations and three satellite stations. Comprehensive fire suppression and emergency medical services are provided to approximately 7,500 full time residents within 32 square miles. **During 2023, District 1 responded to 2,871 calls for service.**

TESTING PROCESS:

The testing process consists of steps to ensure a candidate is capable of performing the job as a Firefighter. The testing process is comprised of an application review, physical abilities test, oral interview and a Chief's interview.

Application Review

All applications will be reviewed. Applications shall be complete and thorough. Submitted applications will be used to determine if the candidates meet the minimum qualifications prior to continuing with the testing process. Failure to submit a completed application packet, and/or falsification of information may result in an immediate disqualification from continuing in the testing process.

Completed applications shall include the following:

- Cover Letter
- Resume
- Experience – Document experience including internships, do not include partial years.
- Certifications – Copies of IFSAC or Pro-Board certifications, NWCG certifications, NIMS certifications, AHA certifications, EMS certification, Washington State EMS evaluator certification.
- Education – Copies of Associate's Degrees and Bachelor's Degrees in related or unrelated fields.

Physical Abilities Test

The physical abilities test measures a candidate's ability to perform physically demanding task often encountered on the fireground. The candidate will perform the test wearing a weighted vest (50 pounds), helmet, and gloves. The test must be completed in no more than ten (10) minutes. The test is a continuously timed event, with a pass/fail score. All candidates successfully completing the physical abilities test or providing a copy of current CPAT will be invited to an oral board interview.

Candidates who have successfully completed the Candidate Physical Ability Test (CPAT) within the past 12 months and provide proof of successful passage do not have to take the physical abilities test.

District Volunteers or Interns successfully competing the Physical Abilities Test in the past twelve months; do not have to take the physical abilities test. (Policy #1010(6))

Oral Interview

The oral interview measures the candidate's ability to interact with others, deal with certain situations, and demonstrate personal characteristics or traits.

Chief's Interview The Fire Chief will interview final candidates for open positions.

APPLICATION DEADLINE

Completed applications, application checklist, and other required paperwork will be received on an on-going basis.

PACIFIC COUNTY FIRE DISTRICT 1

JOB DESCRIPTION

TITLE: Part-time Firefighter/EMT

REPORTS TO: Shift Officer

GENERAL FUNCTIONS:

Protects life and property through prevention and suppression of fire; performs basic medical aid activities to reduce morbidity in cases of accidents, acute illness, or injury; responds to fire suppression, rescue and emergency medical aid calls on assigned shift; maintains firefighting equipment, medical apparatus, quarters and grounds.

SUPERVISORS:

Direct supervision is from the Shift Officer and is performed in accordance with established procedures, although individuals may exercise independent judgement in emergency situations. EMS treatment of patients may be under the direct or indirect supervision of a physician. Supervision is not a function of this classification, although incumbents may supervise emergency medical technicians at an emergency scene.

PRIMARY DUTIES:

EMT Duties

Drives, operates, and maintains emergency medical equipment and apparatus.

Responds to alarms as a member of the medic unit team within the incident command system and performs fire scene rescue or patient extrication as necessary, performs other medical duties per established department guidelines and protocols of the Medical Program Director.

Operates under written standing orders from a physician, initiates basic life support for all requests for EMS service. Consults via telephone or radio with the physician in emergency medical situations when the medical situation is beyond the scope of the standing orders.

Responds to alarms; provides patient care in varied settings and provides transportation to appropriate facility for both emergency and non-emergency requests.

Completes accurate patient reports for use by the hospital emergency department staff, presents patients to the hospital staff and may assist with or continue patient care when emergency department staff is exceeded by patient load.

Attends classes and in-service training to maintain EMT skills and certification.

Maintains, cleans, and restocks ambulance and aid vehicle.

Instructs or assists in the instruction of classes for the general public and local schools on topics such as CPR, first aid, and emergency medical treatment operations. Instructs or assists with OTEP training within the department.

Firefighter Duties

Drives, operates, and maintains fire department equipment and apparatus.

Responds to alarms with an engine company and in accordance with the Incident Command System; lays and connects hose and nozzles and directs water streams; uses a variety of equipment in extinguishing fire; maintains radio contact with communication center and other emergency scene units. Ventilates burning structures; performs salvage operations such as placing salvage covers and removing water and other debris.

Performs firefighting and rescue operations from ground ladders and elevated platforms.

Participates in inspections of buildings and other structures as a part of the fire prevention program. Participates in pre-fire surveys for residential occupancies.

Provide community education related to fire safety and injury prevention as part of a public education program.

Completes accurate reports of all emergency incidents during assigned shift.

Participates in drills and classes on firefighting, disaster response, hydraulics, emergency medicine, fire prevention, fire investigation, equipment operations, building construction, fire ground safety and tactics, emergency vehicle incident prevention (EVIP), and other topics necessary to maintain the skill of the job.

Job Responsibilities Related to Patient Privacy

Protects the privacy of all patient information in accordance with PCFD#1 privacy policies, procedures, and practices, as required by federal and state law, and in accordance with general principles of professionalism as a health care provider.

Access protected health information and other patient information only to the extent that is necessary to compete job duties. Shares such information with those who have a need to know specific patient information to complete their job responsibilities related to treatment, payment, or other department operations.

Reports any concerns regarding PCFD#1's policies and procedures on patient privacy and any observed practices in violation of such policies to the District's Privacy Officer.

Participates in District privacy training and is required to communicate privacy policy information to co-workers, students, patients, and others in accordance with District policies.

General Duties

Performs general maintenance work on fire department buildings, vehicles, grounds, and equipment; including but not limited to washing walls, floors, windows, and vehicles. Performs or assists with testing of fire department equipment such as hoses, ladders, and pumps. Performs equipment and facilities checks and duties to assure that facilities are presentable to the public and all equipment and apparatus are in a constant state of readiness.

Performs routine maintenance and cleaning of meeting rooms, hallways, restrooms, and showers, truck bays, and ramps, public restrooms, office areas, station grounds and other areas as needed.

Participates in meetings, drills, and trainings.

Maintain a level of physical fitness necessary to perform the duties of the job.

Minimum Qualifications

Minimum one (1) year firefighting experience with a volunteer or paid fire department.

Must have graduated from high school or obtained equivalent G.E.D.

Must possess and maintain a valid Washington State driver's license.

Must possess and maintain Washington State EMT-B or higher certification.

Must possess and maintain current American Heart Association Healthcare Provider certification.

Must possess and maintain the ability to perform strenuous physical activities while wearing heavy and hot protective gear including self-contained breathing apparatus.

Must possess and maintain computer and keyboarding skills required to enter data and develop reports.

WORKING ENVIROMENT:

A part-time Firefighter position is an FLSA non-exempt, non-union position. The position is an at-will employee. A part-time Firefighter works a variable schedule but works no more than 120 hours per calendar month (including shift work and/or training.)

The working conditions will consist of both indoor) office, meeting, training sessions) and outdoor environments. The individual may be subject to extreme heat, noise, toxic smoke and gases, hazardous chemicals, adverse weather conditions, communicable diseases, witnessing death and critical injuries and possible verbal and physical abuse from hostile or disoriented individuals.

When driving emergency response vehicles to EMS and fire incidents, must be able to navigate a variety of road and weather conditions at a steady speed and react quickly to other driver's response to the emergency vehicle and siren.

Disclaimer: The information provided in this job description is designed to indicate the general nature and level of work performed by incumbents within this job. It is not designed to be interpreted as a comprehensive inventory of all duties, responsibilities, qualifications, and working conditions required of employees assigned to this job. Management has sole discretion to add or modify duties of the job and to designate other functions as essential at any time. This job description is not an employment agreement or contract.



**COMMISSIONER'S MEETING
AGENDA ITEM INFORMATION**

MEETING DATE: 4/29/2024
AGENDA ITEM (to be completed by the office): <i>NEW BUSINESS #8</i>
SUBJECT: Piston Intake Valve Purchase
REQUESTOR: M. DeConto
COST (including tax): \$2258.65
SUMMARY: The piston intake valve for T2132 has failed due to corrosion and is non-repairable. The attached quote is for a compatible piston intake relief valve for placement on T2132. This is a needed piece of equipment for safe and efficient tender operations. While the cost of the piece of equipment is below the Chief's spending limit, the tax and shipping cost will bring the total cost very close to the \$2,500 limit.
RECOMMENDATION: To purchase a replacement piston intake relief valve as quoted by SeaWestern Fire Fighting Equipment.

SeaWestern, Inc.
P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Quote

Phone: 425-821-5858
Email: Info@seawestern.com
www.seawestern.com

Bill To:		Ship To:		Date:	04/23/2024
PACIFIC CO FIRE DIST #1 PO BOX 890 OCEAN PARK, WA 98640		PACIFIC CO FIRE DIST #1 26110 RIDGE AVENUE OCEAN PARK, WA 98640		Customer No.:	10582
				Quote No.:	QUO22606
				Sales Rep:	Aaron Kallio
Attention	Delivery	FOB	Expires		
Mike DeConto			05/23/2024		

Qty	Unit	Part Number	Description	Unit Price	Extended Pri...
1	EA	ELK CUSTOM	Elkhart Brass Piston Intake Valve with Hose Inlet 4.0" Storz Truck Connection 5.0" swivel female Part # 09786101-0702	2,089.41	2,089.41

Subtotal 2,089.41
Tax Total - 8.1% 169.24
Total \$2,258.65

*Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable
Unless otherwise noted, pricing does not include shipping.
Orders over \$2500 paid by credit card will have a 3% processing fee applied.*

NOTICE OF MEETING DATE CHANGE
(RCW 42.30.080)



The Board of Commissioners of Pacific County Fire Protection District 1 will hold a Special Meeting at:

26109 Ridge Avenue, Ocean Park, WA 98640
(Location of Meeting)

Monday, April 29th, 2024
(Date and Day of Week)

3:00 PM
(Time)

To discuss and/or take action on the following items of business:

1. Contract Award
2. Other District Business

Dated this 16th day of April, 2024

Pacific County Fire Protection District 1
Board of Commissioners

By: [Signature]
Fred Hill, Chairman of the Board



Copy of Notice given to:

	Date/Time
Commissioner Hill	<u>4/17/24 / 0831 hrs</u>
Commissioner Long	<u>4/17/24 / 0831 hrs</u>

	Date/Time
Commissioner Downer	<u>4/17/24 / 0831 hrs</u>
Chinook Observer	<u>4/17/24 / 0837 hrs</u>

Notice posting places, dates and times:

	Date/Time
Station 21-1 Ocean Park	<u>4/17/24 / 0844 hrs</u>

	Date/Time
Station 21-2 Seaview	<u>4/17/24 / 0842 hrs</u>