



**PIERCE COUNTY  
INVITATION TO BID NUMBER 1958  
DRAINAGE MATERIALS & MISCELLANEOUS ITEMS**

**RETURN PROPOSALS TO:**

CLERK OF THE COUNCIL  
930 TACOMA AVE S RM 1046  
TACOMA WA 98402-2176  
Phone: 253-798-7456

**BID DUE DATE/TIME: FEBRUARY 16, 2018, 1:00 PM**

AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND READ ALOUD IN THE COUNCIL CHAMBERS, 10TH FLOOR COUNTY-CITY BUILDING

Bids must be submitted in a sealed envelope or appropriate packaging with the proposer's name and address, Bid Title and Bid Due Date clearly legible on the exterior prior to the date/time listed above.

**BID ISSUED BY:**

Pierce County Procurement and Contract Services  
Attention: Jana Prince, Senior Buyer  
[pcpurchasing@co.pierce.wa.us](mailto:pcpurchasing@co.pierce.wa.us)  
253-798-7456

**ACTING FOR:**

Planning & Public Works

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### **PLANHOLDER'S LIST:**

Email bidder information to Jana Prince [pccpurchasing@co.pierce.wa.us](mailto:pccpurchasing@co.pierce.wa.us) to be placed on the PLANHOLDER'S LIST for this BID.

### **BID QUESTIONS:**

Send questions regarding the bid to Jana Prince at [pccpurchasing@co.pierce.wa.us](mailto:pccpurchasing@co.pierce.wa.us) or at 253-798-7456. All questions must be received at least **seven calendar days before the bid due date**. Oral interpretations are not binding on the County, unless confirmed by Addendum.

### **SECTIONS BY MATERIAL TYPE FOR BIDDING**

Section 1 - PVC Pipe

Section 2 - Concrete Pipe

Section 3 – Corrugated Polyethylene Pipe

Section 4 – Ductile Iron Pipe

Section 5 – Miscellaneous Pipe

Section 6 – Precast Concrete Drainage Structure

Section 7 – Metal Frame, Grate, and Solid Metal Cover

Section 8 - Erosion Control and Roadside Planting

Section 9 – Miscellaneous Items Sample Calculation

### **References:**

- Pierce County 2015 Stormwater Manual and Site Development Manual (PCSWMSDM)
- Pierce County Standard Drawings, as of August 2017 update
- Washington State Department of Transportation Standard Plans (WSDOT SP)
- Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction 2016

To furnish Pierce County Road Maintenance with various types of polyethylene and concrete pipe and other miscellaneous items as needed. Quantities shown are estimated yearly requirements, and will be ordered on an as needed basis. While Pierce County anticipates it will need the listed quantities, if a contract is awarded for any particular section, that contract will obligate Pierce County to purchase those items, at the listed price, only as needed. Actual quantities purchased may be more than that listed, less than that listed, or none.

Please quote on delivered as well as picked up prices.

When delivery is requested, delivery must be made within seven calendar days of receipt of order.

**TO BE CONSIDERED RESPONSIVE, BIDDERS MUST BID ON ALL ITEMS IN A SECTION. AWARDS WILL BE MADE BY SECTION OR SECTIONS**

<b>SECTION 1 – PVC PIPE</b>								
Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
1.01	9-05.12(1)	Solid Wall PVC Drain Pipe B&S End 8 In. Diam.	2,000	LF				
1.02	9-05.12(1)	Solid Wall PVC Drain Pipe B&S End 12 In. Diam.	20	LF				
1.03	9-05.12(1)	Solid Wall PVC Drain Pipe Plain End 8 In. Diam.	20	LF				
1.04	9-05.12(1)	Solid Wall PVC Drain Pipe Plain End 12 In. Diam.	20	LF				
1.05	9-05.30(2)	Solid Wall PVC 90 deg. Bend 8 In. Diam.	340	EA				
1.06	9-05.30(2)	Solid Wall PVC Coupling 8 In. Diam.	5	EA				
<b>TOTAL BID – SECTION 1</b>								

<b>SECTION 2 – CONCRETE PIPE</b>								
Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
2.01	9-05.3(2)	Cl. 5 Reinf. Conc. Culv. Pipe T&G End 12 In. Diam.	200	LF				
2.02	9-05.3(2)	Cl. 5 Reinf. Conc. Culv. Pipe B&S End 12 In. Diam.	120	LF				
2.03	9-05.3(3)	Beveled Conc. End Section Tongue End 12 In. Diam.	11	EA				
2.04	9-05.3(3)	Beveled Conc. End Section Groove End 12 In. Diam.	11	EA				
2.05	9-05.3(3)	Beveled Conc. End Section Bell End 12 In. Diam.	5	EA				
2.06	9-05.3(3)	Beveled Conc. End Section Spigot End 12 In. Diam.	5	EA				
<b>TOTAL BID – SECTION 2</b>								

<b>SECTION 3 – CORRUGATED POLYETHYLENE PIPE</b>								
Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
3.01	9-05.20	Corrugated Polyethylene Storm Sewer Pipe 8 In. Diam.	20	LF				
3.02	9-05.20	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	10,000	LF				
3.03	9-05.20	Corrugated Polyethylene Storm Sewer Pipe 18 In. Diam.	390	LF				
3.04	9-05.20	Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam.	20	LF				
3.05	9-05.20	Corrugated Polyethylene Storm Sewer Pipe 36 In. Diam.	160	LF				
3.06	9-05.19	Corrugated Polyethylene Culv. Pipe 8 In. Diam.	20	LF				
3.07	9-05.19	Corrugated Polyethylene Culv. Pipe 12 In. Diam.	2,800	LF				
3.08	9-05.19	Corrugated Polyethylene Culv. Pipe 18 In. Diam.	480	LF				
3.09	9-05.19	Corrugated Polyethylene Culv. Pipe 24 In. Diam.	80	LF				
3.10	9-05.2(7)	Underdrain Pipe 8 In. Diam.	700	LF				
3.11	9-05.2(8)	Underdrain Pipe 12 In. Diam.	12,000	LF				
3.12	9-05.2(8)	Underdrain Pipe 18 In. Diam.	20	LF				
3.13	9-05.1(6)	Corrugated Polyethylene End Cap 8 In. Diam.	6	EA				
3.14	9-05.1(7)	Corrugated Polyethylene End Cap 12 In. Diam.	340	EA				
3.15	9-05.1(7)	Corrugated Polyethylene End Cap 18 In. Diam.	5	EA				
3.16	9-05.20	Corrugated Polyethylene Coupling 8 In. Diam.	5	EA				
3.17	9-05.20	Corrugated Polyethylene Coupling 12 In. Diam.	14	EA				
3.18	9-05.20	Corrugated Polyethylene Coupling 18 In. Diam.	5	EA				
3.19	9-05.20	Corrugated Polyethylene Coupling 24 In. Diam.	5	EA				
3.20	9-05.20	Corrugated Polyethylene Coupling 36 In. Diam.	6	EA				
<b>TOTAL BID – SECTION 3</b>								

**SECTION 4 – DUCTILE IRON PIPE**

Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
4.01	9-05.13	Ductile Iron Storm Sewer Pipe 8 In. Diam.	20	LF				
4.02	9-05.13	Ductile Iron Storm Sewer Pipe 12 In. Diam.	1,000	LF				
4.03	9-05.13	Ductile Iron Storm Sewer Pipe 18 In. Diam.	20	LF				
<b>TOTAL BID – SECTION 4</b>								

**SECTION 5 – MISCELLANEOUS PIPE**

Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
5.01	9-05.30(4)	Field Joint Coating	1,000	LF				
5.02	9-05.30(1)	Type 1 Debris Barrier 12 In. Diam.	2	EA				
5.03	9-05.30(1)	Type 1 Debris Barrier 18 In. Diam.	2	EA				
5.04	9-05.30(1)	Type 1 Debris Barrier 24 In. Diam.	2	EA				
5.05	9-05.30(1)	Type 2 Debris Barrier 12 In. Diam.	2	EA				
5.06	9-05.30(1)	Type 2 Debris Barrier 18 In. Diam.	2	EA				
5.07	9-05.30(1)	Type 2 Debris Barrier 24 In. Diam.	2	EA				
5.08	9-05.30(1)	Type 3 Debris Barrier 12 In. Diam.	2	EA				
5.09	9-05.30(1)	Type 3 Debris Barrier 18 In. Diam.	2	EA				
5.10	9-05.30(1)	Type 3 Debris Barrier 24 In. Diam.	2	EA				
<b>TOTAL BID – SECTION 5</b>								

**SECTION 6 – PRECAST CONCRETE DRAINAGE STRUCTURE**

Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
6.01	9-05.50(3)	Catch Basin Type 1 Base	460	EA				
6.02	9-05.50(3)A	Modified Catch Basin Type 1 Base	40	EA				
6.03	9-05.50(4)	Concrete Inlet Base	40	EA				
6.04	9-05.50(3)	Catch Basin Type 1P	340	EA				

SECTION 6 – PRECAST CONCRETE DRAINAGE STRUCTURE								
Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
		Base						
6.05	9-05.50(3)	Catch Basin Type 1L Base	10	EA				
6.06	9-05.50(6)	Catch Basin Type 1L Reducing Section	16	EA				
6.07	9-05.50(6)	Catch Basin Type 2 48 In. Diam. Flat Top Slab w/ Rect. Opening	22	EA				
6.08	9-05.50(6)	Catch Basin Type 2 48 In. Diam. Flat Top Slab w/ Circ. Opening	5	EA				
6.09	9-05.50(6)	Catch Basin Type 2 48 In. Diam. 1 Foot Riser	5	EA				
6.10	9-05.50(6)	Catch Basin Type 2 48 In. Diam. 2 Foot Riser	5	EA				
6.11	9-05.50(6)	Catch Basin Type 2 48 In. Diam. 3 Foot Riser	5	EA				
6.12	9-05.50(6)	Catch Basin Type 2 48 In. Diam. 4 Foot Riser	5	EA				
6.13	9-05.50(6)	Catch Basin Type 2 48 In. Diam. 5 Foot Riser	5	EA				
6.14	9-05.50(6)	Catch Basin Type 2 48 In. Diam. Separate Base	12	EA				
6.15	9-05.50(5)	Precast Concrete Drywell 5 Foot Riser	5	EA				
6.16	9-05.50(5)	Precast Concrete Drywell 5 Foot Integral Base	5	EA				
6.17	9-05.50(6)	Rectangular Adjustment Section 1 In.	190	EA				
6.18	9-05.50(6)	Rectangular Adjustment Section 2 In.	210	EA				
6.19	9-05.50(6)	Rectangular Adjustment Section 4 In.	200	EA				
6.20	9-05.50(6)	Rectangular Adjustment Section 6 In.	150	EA				
6.21	9-05.50(6)	Rectangular Adjustment Section 12 In.	110	EA				
6.22	9-05.50(6)	Rectangular Adjustment Section 24 In.	10	EA				
6.23	9-05.50(6)	Circular Adjustment Section 1 In.	16	EA				
6.24	9-05.50(6)	Circular Adjustment Section 2 In.	22	EA				
6.25	9-05.50(6)	Circular Adjustment Section 4 In.	12	EA				
6.26	9-05.50(6)	Circular Adjustment Section 6 In.	14	EA				
<b>TOTAL BID – SECTION 6</b>								

SECTION 7 – METAL FRAME, GRATE, AND SOLID METAL COVER								
Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
7.01	9-05.15(4)	Modified Rectangular Solid Metal Cover	420	EA				
7.02	9-05.15(4)	Modified Rectangular Herringbone Grate	110	EA				
7.03	9-05.15(4)	Modified Rectangular Vaned Grate	120	EA				
7.04	9-05.15(4)	Modified Rectangular Frame (Reversible)	900	EA				
7.05	9-05.15(4)	Modified Rectangular Bi-Directional Vaned Grate	420	EA				
7.06	9-05.15(2)A	Rectangular Beehive Grate	10	EA				
7.07	9-05.15(5)	Rolled Curb Grate	18	EA				
7.08	9-05.15(3)	Combination Inlet Frame	5	EA				
7.09	9-05.15(2)	Rectangular Frame (Reversible)	130	EA				
7.10	9-05.15(2)	Rectangular Solid Metal Cover	26	EA				
7.11	9-05.15(2)	Rectangular Vaned Grate	170	EA				
7.12	9-05.15(2)	Rectangular Bi-Directional Vaned Grate	70	EA				
7.13	9-05.15(2)	Rectangular Herringbone Grate	270	EA				
7.14	9-05.15(1)	Manhole Cover	60	EA				
7.15	9-05.15(1)	Manhole Ring	5	EA				
7.16	9-06.5(2)	Bolt Down Screw 1.5 In.	500	EA				
7.17	9-06.5(2)	Bolt Down Screw 1.75 In.	10	EA				
7.18	9-06.5(2)	Bolt Down Screw 2 In.	20	EA				
7.19	9-06.5(2)	Bolt Down Screw 2.5 In.	10	EA				
<b>TOTAL BID – SECTION 7</b>								

SECTION 8 – EROSION CONTROL AND ROADSIDE PLANTING								
Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
8.01	9-14.3	Fertilizer	1,100	LB				
8.02	9-14.4	Wood Mulch with Tackifier	17,000	LB				
8.03	9-14.2(A)	WSDOT Hydroseed Grass Mix	3,100	LB				
8.04	9-14.2(B)	Bioswale Seed Mix	230	LB				
8.05	9-14.5(5)	Wattle	10	EA				
8.06	9-14.5(10)	Silt Fence with Wood Posts	22	LF				
8.07	9-14.5(10)	Silt Fence with Backup Support	4,300	LF				
8.08	9-14.5(4)	Check Dam	5	LF				
8.09	9-14.5(2)E	Straw Double Net Erosion Control Blanket	45	SY				
8.10	9-14.5(2)F	Excelsior Double Net Erosion Control Blanket	45	SY				
8.11	9-14.5(2)G	Brown Excelsior Double Net Erosion Control Blanket	45	SY				
8.12	9-14.5(2)H	Green Excelsior Double Net Erosion Control Blanket	45	SY				
8.13	9-14.5(2)I	Green Excelsior Single Net Erosion Control Blanket	120,000	SY				
8.14	9-14.5(2)J	Brown Excelsior Single Net Erosion Control Blanket	33,000	SY				
8.15	9-14.5(2)K	Coir Net Erosion Control Blanket	45	SY				
8.16	9-33.2(6)	Turf Reinforced Mat	45	SY				
<b>TOTAL BID – SECTION 8</b>								



**SECTION 9 – MISCELLANEOUS ITEMS**

Item #	Std. Spec	Item Description	Qty.	Unit	Delivered Price		Pickup Price	
					Unit Price	Extended Price	Unit Price	Extended Price
9.01	9-20.4(3)	Mortar Type 2	120,000	LB				
9.02	9-20.2	Concrete Patching Mix	17,000	LB				
9.03	9-37.1	Packaged Concrete Mix	50,000	LB				
9.04	9-33.2(4)	Underground Drainage Geotextile	70,000	SY				
9.05	9-33.2(2)	Biaxial Geogrid	240	SY				
9.06	9-05.40	Perk Filter Cartridge with Standard Media 12 In.	5	EA				
9.07	9-05.40	Perk Filter Cartridge with Standard Media 18 In.	5	EA				
9.08	9-05.40	BayFilter Cartridge with Standard Media	5	EA				
9.09	9-05.40	StormFilter Threaded Cartridge with CSF Media 12 In.	5	EA				
9.10	9-05.40	StormFilter 1/4-Turn Cartridge with CSF Media 12 In.	5	EA				
9.11	9-05.40	StormFilter Threaded Cartridge with CSF Media 18 In.	5	EA				
9.12	9-05.40	StormFilter 1/4-Turn Cartridge with CSF Media 18 In.	42	EA				
9.13	9-05.40	StormFilter Threaded Cartridge with CSF Media 27 In.	5	EA				
9.14	9-05.40	StormFilter 1/4-Turn Cartridge with CSF Media 27 In.	5	EA				
9.15	9-05.40	StormFilter Threaded Cartridge with ZPG Media 12 In.	5	EA				
9.16	9-05.40	StormFilter 1/4-Turn Cartridge with ZPG Media 12 In.	5	EA				
9.17	9-05.40	StormFilter Threaded Cartridge with ZPG Media 18 In.	70	EA				
9.18	9-05.40	StormFilter 1/4-Turn Cartridge with ZPG Media 18 In.	1,800	EA				
9.19	9-05.40	StormFilter Threaded Cartridge with ZPG Media 27 In.	5	EA				
9.20	9-05.40	StormFilter 1/4-Turn Cartridge with ZPG Media 27 In.	18	EA				
<b>TOTAL BID – SECTION 9</b>								

Pierce County reserves the right to reject any and all bids, to waive as an informality any irregularity in any bid and to accept or reject any item in the bid.

**PAYMENT TERMS:** Prompt Payment Discount: \_\_\_\_\_% / \_\_\_\_\_ Days, Net 30

**ADDENDUM RECEIPT:**

Receipt of addenda numbered \_\_\_\_\_ is acknowledged.

The address for Supplier's site to pick-up material bid items is: \_\_\_\_\_  
\_\_\_\_\_

When a vendor awarded a contract cannot make a required delivery, Pierce County may purchase items from an alternate source without violating the contract.

**AWARD:** Bidders are encouraged to bid on all bid items listed in the Bid Proposal, but it is not required to bid on all sections to submit a responsive bid. Under Pierce County Code provision 2.106.260, **Pierce County may award one or more contracts to the lowest responsible bidder or bidders for each section or combination of sections.** When determining the lowest price bid for each section or combination of sections, the County may, in whatever combination best serves the interests of the County, consider the terms of any prompt payment discount, and the prices bid for both delivery and pickup,

This bid is subject to the attached General Provisions.

- Bid security is not required for this project. Please delete paragraph 1.4 of the attached General Provisions.
- This contract shall be renewable. Please see renewal terms in paragraph 2.2 of the attached General Provisions.

All documents, reports, proposals, submittals, working papers, or other materials prepared by the contractor pursuant to this proposal shall be printed on recycled paper whenever practicable.

**VENDOR INFORMATION & SIGNATURE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Address**

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

UBI No: \_\_\_\_\_

Complete the tax status information for one of the following business entity types. **Individual or Corporate name must match exactly as registered with either Social Security Administration or Internal Revenue Service.**

Identification of Vendor as a sole proprietor, a partnership, a joint venture, a corporation or another described form of legal entity:

\_\_\_\_\_

Federal Tax ID# (EIN or SSN – as applicable): \_\_\_\_\_

**PLEASE NOTE:** Proposals shall be signed by the person or persons having authority to sign them. If a bidder is a corporation the proposal shall be signed on behalf of the corporation by such an authorized person.

***All questions and blanks in this bid must be completed in full for valid bid response.  
SUBMIT THIS FORM WITH THE BID FORM AT TIME OF BID OPENING***

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

**NON-COLLUSION & DEBARMENT AFFIDAVIT**

I, the undersigned, having carefully examined the Invitation to Bid, propose to furnish materials, equipment, supplies and/or services as set forth herein.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgement rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the last three years. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215).

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**SUBMIT THIS FORM WITH THE BID FORM AT TIME OF BID OPENING**

## **INTRODUCTION TO THE SPECIAL PROVISIONS**

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 1, 2013 PC GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- Pierce County Standard Drawings

Contractor shall obtain copies of these publications, at Contractor’s own expense.

## **DESCRIPTION OF WORK**

### **DESWORK1**

(March 13, 1995 WSDOT GSP)

This contract is to furnish Pierce County Maintenance and Operations with various types of polyethylene and concrete pipe and other miscellaneous items as needed. Quantities shown are estimated yearly requirements, and will be ordered on an as needed basis. While Pierce County anticipates it will need the listed quantities, if a contract is awarded for any particular item, that contract will obligate Pierce County to purchase that item, at the listed price, only as needed. The quantities listed are an estimate to be used for comparing bids. Actual quantities purchased under such a contract may be more than that listed, less than that listed, or none and shall not be held to the 25% +/- bid estimate quantities, all in accordance with the Contract Provisions, and the Standard Specifications.

## **1-01 DEFINITIONS AND TERMS**

### **1-01.2 Abbreviations**

#### **1-01.2(2) Items of Work and Units of Measurement**

Section 1-01.2(2) is supplemented with the following:

T&G	Tongue and Groove
B&S	Bell and Spigot
EA	Each
w/	With
Rect.	Rectangular
Circ.	Circular

## **1-06 CONTROL OF MATERIAL**

### **1-06.1 Approval of Materials Prior to Use**

Section 1-06.1 is supplemented with the following:

Successful bidder shall provide a consistent package size for each awarded item that will not change for the duration of the contract. Package size will be determined by quantity of bid units (weight, length, area, each). No awarded item paid by the pound shall exceed 60 pounds.

Successful bidder shall mark invoice with “2017\_<Item #>” for each item ordered through the contract. For example, a Manhole Ring (listed as item number 15 in section 7) would be labeled with “2017\_7.15”.

## **2-12 CONSTRUCTION GEOSYNTHETIC**

### **2-12.1 Description**

Section 2-12.1 is replaced with the following:

This Work consists of furnishing materials in accordance with the Standard Specifications and the Standard Plans, as modified by these Special Provisions.

### **2-12.3 Construction Requirements**

Section 2-12.3 is replaced with the following:

This bid is for furnishing of materials only.

### **2-12.4 Measurement**

Section 2-12.4 is replaced with the following:

Items will be measured by quantity furnished.

### **2-12.5 Payment**

Section 2-12.5 is supplemented with the following:

- “Biaxial Geogrid”, per square yard.
- “Underground Drainage Geotextile”, per square yard.

**6-02 CONCRETE STRUCTURES**

**6-02.1 Description**

Section 6-02.1 is deleted and replaced with the following:

This Work consists of furnishing materials in accordance with the Standard Specifications and the Standard Plans, as modified by these Special Provisions.

**6-02.2 Materials**

Section 6-02.2 is supplemented with the following:

Concrete Patching Mix	9-20.2
Packaged Concrete Mix	9-37

**6-02.3 Construction Requirements**

Section 6-02.3 is deleted and replaced with the following:

This bid is for furnishing of materials only.

**6-02.4 Measurement**

Section 6-02.4 is deleted and replaced with the following:

Items will be measured by quantity furnished.

**6-02.5 Payment**

Section 6-02.5 is supplemented with the following:

- “Concrete Patching Mix”, per pound.
- “Packaged Concrete Mix”, per pound.
- “Mortar Type \_\_\_\_\_”, per pound.

**7-01 DRAINS**

**7-01.1 Description**

Section 7-01.1 is deleted and replaced with the following:

This Work consists of furnishing materials in accordance with the Standard Specifications and the Standard Plans, as modified by these Special Provisions.

**7-01.2 Materials**

Section 7-01.2 is supplemented with the following:

Fittings, Couplings & Coatings	9-05.30
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**7-01.3 Construction Requirements**

Section 7-01.3 is deleted and replaced with the following:

This bid is for furnishing of materials only.

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**7-01.4 Measurement**

Section 7-01.4 is deleted and replaced with the following:

Items will be measured by quantity furnished.

**7-01.5 Payment**

Section 7-01.5 is supplemented with the following:

- “Corrugated Polyethylene End Cap \_\_\_\_ In. Diam.”, per each.
- “Solid Wall PVC Drain Pipe \_\_\_\_ End \_\_\_\_ In. Diam.”, per linear foot.
- “Solid Wall PVC \_\_\_\_ deg. Bend \_\_\_\_ In. Diam.”, per each.
- “Solid Wall PVC Coupling \_\_\_\_ In. Diam.”, per each.

**7-02 CULVERTS**

**7-02.1 Description**

Section 7-02.1 is deleted and replaced with the following:

This Work consists of furnishing materials in accordance with the Standard Specifications and the Standard Plans, as modified by these Special Provisions.

**7-02.2 Materials**

Section 7-02.2 is supplemented with the following:

Fittings, Couplings & Coatings 9-05.30

**7-02.3 Construction Requirements**

Section 7-02.3 is deleted and replaced with the following:

This bid is for furnishing of materials only.

**7-02.4 Measurement**

Section 7-02.4 is deleted and replaced with the following:

Items will be measured by quantity furnished.

**7-02.5 Payment**

Section 7-02.5 is supplemented with the following:

- “Type \_\_\_\_ Debris Barrier \_\_\_\_ In. Diam.”, per each.
- “Beveled Conc. End Section \_\_\_\_ End \_\_\_\_ In. Diam.”, per each.
- “Cl. \_\_\_\_ Reinf. Conc. Culv. Pipe \_\_\_\_ End \_\_\_\_ In. Diam.”, per linear foot.
- “Field Joint Coating”, per linear foot.

**7-04 STORM SEWERS**

**7-04.1 Description**

Section 7-04.1 is deleted and replaced with the following:

This Work consists of furnishing materials in accordance with the Standard Specifications and the Standard Plans, as modified by these Special Provisions.

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**7-04.2 Materials**

Section 7-04.2 is supplemented with the following:

Ductile Iron Storm Sewer Pipe	9-05.13
Fittings, Couplings & Coatings	9-05.30

**7-04.3 Construction Requirements**

Section 7-04.3 is deleted and replaced with the following:

This bid is for furnishing of materials only.

**7-04.4 Measurement**

Section 7-04.4 is deleted and replaced with the following:

Items will be measured by quantity furnished.

**7-04.5 Payment**

Section 7-04.5 is supplemented with the following:

- “Ductile Iron Storm Sewer Pipe \_\_\_\_ In. Diam.”, per linear foot.
- “Corrugated Polyethylene Split Coupling \_\_\_\_ In. Diam.”, per each.

**7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

**7-05.1 Description**

Section 7-05.1 is replaced with the following:

This Work consists of furnishing materials in accordance with the Standard Specifications and the Standard Plans, as modified by these Special Provisions.

**7-05.2 Materials**

Section 7-05.2 is supplemented with the following:

Precast Concrete Drainage Structure Components	9-05.50(6)
Metal Castings	9-05.15
Bolts	9-06.5

**7-05.3 Construction Requirements**

Section 7-05.3 is replaced with the following:

This bid is for furnishing of materials only.

**7-05.4 Measurement**

Section 7-05.4 is replaced with the following:

Items will be measured by quantity furnished.



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**7-05.5 Payment**

Section 7-05.5 is supplemented with the following:

- “Catch Basin Type \_\_\_\_ Base”, per each.
- “Modified Catch Basin Type \_\_\_\_ Base”, per each.
- “Catch Basin Type 2 \_\_\_\_ In. Diam. Separate Base”, per each.
- “Catch Basin Type 2 \_\_\_\_ In. Diam. \_\_\_\_ Foot Riser”, per each.
- “Catch Basin Type 2 \_\_\_\_ In. Diam. Flat Top Slab with \_\_\_\_ Opening”, per each.
- “Concrete Inlet Base”, per each.
- “Catch Basin Type 1L Reducing Section”, per each.
- “ \_\_\_\_ Adjustment Section \_\_\_\_ In.”, per each.
- “Manhole Ring”, per each.
- “Manhole Cover”, per each.
- “Rectangular Frame (Reversible)”, per each.
- “Rectangular Solid Metal Cover”, per each.
- “Rectangular \_\_\_\_ Grate”, per each.
- “Modified Rectangular Frame (Reversible)”, per each.
- “Modified Rectangular Solid Metal Cover”, per each.
- “Modified Rectangular \_\_\_\_ Grate”, per each.
- “Rolled Curb Grate”, per each.
- “Welded Grate \_\_\_\_ for Grate Inlet”, per each.
- “Bolt Down Screw \_\_\_\_ In.”, per each.
- “Precast Concrete Drywell \_\_\_\_ Base”, per each.
- “Precast Concrete Drywell \_\_\_\_ Foot Riser”, per each.

**7-06 VACANT**

Section 7-06 is deleted and replaced with the following:

**7-06 STORMWATER QUALITY**

**7-06.1 Description**

This Work consists of furnishing materials in accordance with the Standard Specifications and the Standard Plans, as modified by these Special Provisions.

**7-06.2 Materials**

Materials shall meet the requirements of the following sections:

Filtration System 9-05.40

**7-06.3 Construction Requirements**

This bid is for furnishing of materials only.

**7-06.4 Measurement**

Items will be measured by quantity furnished.

For items measured by the pound the contractor will provide a single package size for each bid item that will not change for the duration of the contract. No package size shall exceed 60 pounds.

**7-06.5 Payment**

Payment will be made for each of the following Bid items that are included in the Proposal:

- “ \_\_\_\_ Cartridge with \_\_\_\_ Media”, per each.
- “ \_\_\_\_ Cartridge with \_\_\_\_ Media \_\_\_\_ In.”, per each.

## **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

### **8-01.1 Description**

Section 8-01.1 is replaced with the following:

This Work consists of furnishing materials in accordance with the Standard Specifications and the Standard Plans, as modified by these Special Provisions.

### **8-01.3 Construction Requirements**

Section 8-01.3 is replaced with the following:

This bid is for furnishing of materials only.

### **8-01.4 Measurement**

Section 8-01.4 is replaced with the following:

Items will be measured by quantity furnished.

### **8-01.5 Payment**

Section 8-01.5 is supplemented with the following:

“Silt Fence with \_\_\_\_”, per linear foot.

“\_\_\_\_ Wattle”, per linear foot.

“Hydraulically applied erosion control product”, per pound

“Bioswale Seed Mix”, per pound.

“WSDOT Hydroseed Grass Mix”, per pound.

“Turf Reinforced Mat”, per square yard.

## **8-02 ROADSIDE RESTORATION**

### **8-02.1 Description**

Section 8-02.1 is replaced with the following:

This Work consists of furnishing materials in accordance with the Standard Specifications and the Standard Plans, as modified by these Special Provisions.

### **8-02.3 Construction Requirements**

Section 8-02.3 is replaced with the following:

This bid is for furnishing of materials only.

### **8-02.4 Measurement**

Section 8-02.4 is replaced with the following:

Items will be measured by quantity furnished.

### **8-02.5 Payment**

Section 8-02.5 is supplemented with the following:

“Bark or Wood Chip Mulch”, per pound.

**9-05 DRAINAGE STRUCTURES, CULVERTS, AND CONDUITS**

**9-05.1 Drain Pipe**

**9-05.1(5) PVC Drain Pipe, Couplings, and Fittings**

Section 9-05.1(5) is supplemented with the following:

Section 9-05.30(2) will apply to PVC couplings and fittings.

**9-05.1(6) Corrugated Polyethylene Drain Pipe, Couplings, and Fittings (Up to 10 Inch)**

Section 9-05.1(6) is supplemented with the following:

No gaskets are required on ends.

**9-05.1(7) Corrugated Polyethylene Drain Pipe, Couplings, and Fittings (12 Inch Through 60 Inch)**

Section 9-05.1(7) is supplemented with the following:

No gaskets are required on ends.

**9-05.2 Underdrain Pipe**

**9-05.2(7) Perforated Corrugated Polyethylene Underdrain Pipe (Up to 10 Inch)**

Section 9-05.2(7) is supplemented with the following:

Joints for perforated corrugated polyethylene underdrain pipe shall be made with a bell/bell or bell and spigot coupling.

**9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe (12-Inch Through 60-Inch Diameter Maximum), Couplings, and Fittings**

Section 9-05.2(8) is supplemented with the following:

Joints for perforated corrugated polyethylene underdrain pipe shall be made with a bell/bell or bell and spigot coupling.

**9-05.3 Concrete Culvert Pipe**

**9-05.3(2) Reinforced Concrete Culvert Pipe**

**9-05.3(2)A End Design and Joints**

Section 9-05.3(2)A is replaced with the following:

All tongue and groove (T&G) concrete culvert pipe require no gasket.

All bell and spigot (B&S) concrete culvert pipe shall be furnished with rubber gaskets. Beveled concrete end sections with spigot end shall be furnished with rubber gaskets. The joints and gasket material shall meet the requirements of AASHTO M198. Gasket material shall be handled and stored in accordance with Section 9-04.4(5)

The plane of the ends of the pipes shall be perpendicular to their longitudinal axes.

**9-05.3(3) Beveled Concrete End Sections**

Section 9-05.3(3) is supplemented with the following:

Section 9-05.3(2)A will apply to beveled concrete end sections.

**9-05.13 Ductile Iron Sewer Pipe**

Section 9-05.13 second paragraph is replaced with the following:

Pipe ends shall be push on type and shall meet the requirements of AWWA C111.

**9-05.15 Metal Castings**

Section 9-05.15 is supplemented with the following:

Metal castings for drainage structures must have a corrosion resistant coating.

**9-05.15(1) Manhole Ring and Cover**

Section 9-05.15(1) is supplemented with the following:

Lettering on cover shall be either STORM or DRAIN.

**9-05.15(2) Metal Frame, Grate, and Solid Metal Cover for Catch Basins or Inlets**

**9-05.15(2)A Rectangular Beehive Grate**

Section 9-05.15(2)A is a new section:

Rectangular beehive grate is defined in the Pierce County Standard Drawings. The applicable details are:  
PC.B1.3, last updated 3-25-14

**9-05.15(4) Modified Metal Frame, Grate, and Solid Metal Cover for Catch Basins or Inlets**

Section 9-05.15(4) is a new section:

Modified metal frames, grates, and solid metal covers are defined in the details included in the Detail Appendix. The applicable details are:

Modified Rectangular Solid Metal Cover	Modified B-30.20-03
Modified Rectangular Herringbone Grate	Modified B-30.50-02
Modified Rectangular Vaned Grate	Modified B-30.30-02
Modified Rectangular Frame (Reversible)	Modified B-30.10-02
Modified Rectangular Bi-Directional Vaned Grate	Modified B-30.40-02

**9-05.15(5) Rolled Curb Grate**

Section 9-05.15(5) is a new section:

Rolled curb grate is defined in the Pierce County Standard Drawings included in the Detail Appendix..  
The applicable details are:  
PC.B1.1, last updated 3-25-14

**9-05.19 Corrugated Polyethylene Culvert Pipe, Couplings, and Fittings**

Section 9-05.19 first paragraph is replaced with the following:

Corrugated polyethylene culvert pipe, couplings, and fittings shall meet the requirements of AASHTO M 294 Type S or D for pipe 12- to 60-inch diameter with silt-tight joints.

Corrugated polyethylene culvert pipe, couplings, and fittings shall meet the requirements of AASHTO M 252 Type C or S for pipe 4- to 10-inch diameter with silt-tight joints.

**9-05.20 Corrugated Polyethylene Storm Sewer Pipe, Couplings, and Fittings**

Section 9-05.20 is first paragraph is replaced with the following:

Corrugated polyethylene storm sewer pipe, couplings, and fittings shall meet the requirements of AASHTO M294 Type S or D for pipe 12-inch diameter or greater. The maximum pipe diameter for corrugated polyethylene storm sewer pipe shall be the diameter for which a manufacturer has submitted. Fittings shall be blow molded, rotational molded, or factory welded.

Corrugated polyethylene storm sewer pipe, couplings, and fittings shall meet the requirements of AASHTO M 252 Type C or S for pipe 4- to 10-inch diameter. Fittings shall be blow molded, rotational molded, or factory welded.

**9-05.30 Vacant**

Section 9-05.30 is deleted and replaced with the following:

**9-05.30 Pipe Fittings, Coupling, and Coatings**

**9-05.30(1) Debris Barrier**

Debris barriers are defined in the Pierce County Stormwater Management & Site Development Manual (PCSWMSDM), effective December 5, 2015 included in the Detail Appendix. The applicable details are:

Section A 17.0 Debris Barrier 1&2, last updated 6/2015

Section A 17.1 Debris Barrier 3, last updated 6/2015

**9-05.30(2) Polyvinyl Chloride (PVC) Fittings and Couplings**

All couplings and fittings must have ends compatible with furnished Solid Wall PVC Drain Pipe of same nominal diameter. No gasket is required on any fitting.

All bends must be compatible with bell and spigot (B&S) end.

All couplers will have female-female ends, with lip inside at center.

**9-05.30(3) Corrugated Polyethylene Fittings and Couplings**

All couplings and fittings must be compatible with furnished Corrugated Polyethylene Storm Sewer Pipe, Corrugated Polyethylene Culvert Pipe, and Corrugated Polyethylene Underdrain Pipe of same nominal diameter, as recommended by the manufacturer of the pipe. Gaskets must meet or exceed the requirements for joints for corrugated polyethylene culvert pipe detailed in Section 9-05.19.

**9-05.30(4) Field Joint Coating**

Field joint coating shall be Covalence® WPCT or approved equal. Roll width shall be 34 inch nominal.

**9-05.40 Vacant**

Section 9-05.40 is deleted and replaced with the following:

**9-05.40 Stormwater Filtration Systems**

**9-05.40(1) Housing Structure**

This section left intentionally blank.

**9-05.40(2) Cartridge**

The cartridges are intended to replace cartridges in existing housing structures. The new cartridges must physically fit inside the existing structures on the existing attachment points. The cartridge must meet the design flow rate specified for the existing stormwater filtration system. They will contain media as defined in Section 9-05.40(3).

**9-05.40(2)A StormFilter Cartridge**

StormFilter cartridge shall be StormFilter® or approved equal.

Flow restriction orifice shall be either 5 gpm for a 12-inch cartridge, 7.5 gpm for an 18-inch cartridge, or 11.3 gpm for a 27-inch cartridge.

Connector fittings must be 1/4-Turn, Threaded, or Slip Connector as specified in the name of the bid item.

**9-05.40(2)B Perk Filter Cartridge**

Perk Filter cartridge shall be Perk Filter™ or approved equal.

Filter cartridges shall be made of durable, non-corrosive, reusable polymeric and stainless steel components with no moving parts. Filter cartridges shall be 12-inch with a flow rate of 6.8 gpm or 18-inch with a flow rate of 10.2 gpm.

**9-05.40(2)C BayFilter Cartridge**

BayFilter cartridge shall be BayFilter™ or approved equal.

**9-05.40(3) Media**

The media for each cartridge must meet the design treatment capacity specified for the existing stormwater filtration system.

**9-05.40(3)A ZPG Media**

ZPG media shall be ZPG™ or approved equal.

Description from the manufacturer: This proprietary blend of zeolite, perlite, and granular activated carbon media is used to provide an alternative for CSF media for installations where leaf media cannot be used.

**9-05.40(3)B CSF Media**

CSF media shall be CSF® Leaf Media and Metal RX™ or approved equal.

Description from the manufacturer: CSF LeafMedia is a granular organic media created from deciduous leaves, CSF is most effective for removing soluble metals, TSS, oil, and neutralizing acid rain. MetalRx, a finer gradation, is used for higher levels of metal removal.

**9-05.40(3)C Standard Media**

Standard media shall be as recommended by the manufacturer of the cartridge.

**9-05.50 Precast Concrete Drainage Structures**

**9-05.50(3) Precast Concrete Catch Basins**

Section 9-05.50(3) is supplemented with the following:

Section 9-05.50(6) will apply to concrete components of precast concrete catch basins.

**9-05.50(3)A Modified Catch Basin Type 1**

Section 9-05.50(3)A is a new section:

Catch Basin Type 1 Modified is a Catch Basin Type 1, except it has an overall height of 34-36 In. and sump of 6-9 In. All other references to Catch Basin Type 1 apply to Catch Basin Type 1 Modified.

**9-05.50(4) Precast Concrete Inlets**

Section 9-05.50(4) is supplemented with the following:

Section 9-05.50(6) will apply to concrete components of precast concrete inlets.

**9-05.50(5) Precast Concrete Drywells**

Section 9-05.50(5) is supplemented with the following:

Section 9-05.50(6) will apply to concrete components of precast concrete drywells.

**9-05.50(6) Vacant**

Section 9-05.50(6) is deleted and replaced with the following:

**9-05.50(6) Precast Concrete Drainage Structure Components**

**Bases**

See Standard Plans of the same name.

For modified catch basin type 1 see Standard Plan for Catch Basin Type 1 and modifications listed in Section 9-05.50(3)A.

**Risers**

See Standard Plans of the same name.

**Adjustment Sections**

See Standard Plan B-30.90-02. Circular Adjustment Section 1 In. must be reinforced per manufacturer recommendations. Rectangular Adjustment Section 1 In. must be reinforced per manufacturer recommendations. Rectangular Adjustment Section 24 In. must have knockouts or cutouts placed on all four sides which may be round or D-shaped.

**Flat Top Slabs**

See Standard Plan B-10.20-01.

**Reducing Sections**

See Standard Plan B-5.40-02.

**9-06 STRUCTURAL STEEL AND RELATED MATERIALS**

**9-06.5 Bolts**

**9-06.5(2) Vacant**

Section 9-06.5(2) is deleted and replaced with the following:

**9-06.5(2) Bolt Down Screw**

Bolt down screws shall be 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC Allen head cap screws of the length specified by the bid item.

**9-14 EROSION CONTROL AND ROADSIDE PLANTING**

**9-14.2 Seed**

Section 9-14.2 is supplemented with the following:

**9-14.2(A) WSDOT Hydroseed Grass Mix**

40% Creeping Red Fescue

40% Perennial Ryegrass

10% White Clover

10% Highland Colonial Bentgrass

**9-14.2(B) Bioswale Seed Mix**

40% Turf-type Tall Fescue  
30% Dwarf Perennial Ryegrass  
25% Creeping Red Fescue  
5% Highland Colonial Bentgrass

**9-14.3 Fertilizer**

Section 9-14.3 is supplemented with the following:

Fertilizer shall contain the following:

20% total nitrogen  
10% phosphorous in the form of available phosphoric acid  
10% potassium in the form of water-soluble potash

**9-14.4 Mulch and Amendments**

**9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)**

**9-14.4(2)D Wood Mulch with Tackifier**

Section 9-14.4(D) is a new section:

Wood mulch with Tackifier shall be Terra-Wood™ with Tacking Agent 3® or approved equal. Section 9-14.4(7)A will apply to tackifier included in wood mulch.

**9-14.4(7) Tackifier**

**9-14.4(7)A Organic Tackifier**

Section 9-14.3 is supplemented with the following:

Tacking Agent 3® is assumed to meet this specification.

**9-14.5 Erosion Control Devices**

**9-14.5(2) Biodegradable Erosion Control Blanket**

**9-14.5(2)E Straw Double Net Erosion Control Blanket**

Section 9-14.5(E) is a new section:

Straw double net erosion control blanket shall be Excel SS-2™ or approved equal.

Description from the manufacturer: A temporary erosion control blanket which is composed of a 100% weed free agricultural straw matrix mechanically bound on two inch centers between two photodegradable, synthetic nets.

**9-14.5(2)F Excelsior Double Net Erosion Control Blanket**

Section 9-14.5(F) is a new section:

Excelsior double net erosion control blanket shall be Excel S-2™ or approved equal.

Description from the manufacturer: A temporary erosion control blanket that is composed of 100% machine produced High Altitude Rocky Mountain Aspen Excelsior matrix mechanically bound on two inch centers between two photodegradable synthetic nets. Excelsior matrix consists of curled, machine produced fibers with greater than eighty percent longer than six inches. The nominal weight of the product is 0.98 pounds per square yard. Provides erosion protection for a period of up to twenty-four months.



**9-14.5(2)G Brown Excelsior Double Net Erosion Control Blanket**

Section 9-14.5(G) is a new section:

Brown excelsior double net erosion control blanket shall be Curlex® II or approved equal. Roll width shall be 4 feet nominal and the color shall be brown.

Description from the manufacturer: A specific cut of Great Lakes Aspen Curled wood excelsior with 80% six-inch fibers or greater fiber length. It shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. Then top and bottom of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives.

**9-14.5(2)H Green Excelsior Double Net Erosion Control Blanket**

Section 9-14.5(H) is a new section:

Green excelsior double net erosion control blanket shall be Curlex® II or approved equal. Roll width shall be 4 feet nominal and the color shall be green.

Description from the manufacturer: A specific cut of Great Lakes Aspen Curled wood excelsior with 80% six-inch fibers or greater fiber length. It shall be of consistent thickness, with fibers evenly distributed throughout the entire are of the blanket. Then top and bottom of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives.

**9-14.5(2)I Green Excelsior Single Net Erosion Control Blanket**

Section 9-14.5(I) is a new section:

Green excelsior single net erosion control blanket shall be Curlex® I or approved equal. Roll width shall be 4 feet nominal and the color shall be green.

Description from the manufacturer: A specific cut of Great Lakes Aspen curled wood excelsior with 80% six-inch fibers or greater fiber length. It shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives.

**9-14.5(2)J Brown Excelsior Single Net Erosion Control Blanket**

Section 9-14.5(J) is a new section:

Brown excelsior single net erosion control blanket shall be Curlex® I or approved equal. Roll width shall be 4 feet nominal and the color shall be brown.

Description from the manufacturer: A specific cut of Great Lakes Aspen curled wood excelsior with 80% six-inch fibers or greater fiber length. It shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives.

**9-14.5(2)K Coir Net Erosion Control Blanket**

Section 9-14.5(K) is a new section:

Coir net erosion control blanket shall be Geocoir® 400 or approved equal.

Description from the manufacturer: A woven geotextile fabric, produced from yarns spun from natural coir fiber, which will typically meet or exceed the following specifications.

Mass per Unit Area ASTM D-6475	10.39 oz/yd <sup>2</sup>
Thickness ASTM D-6525	352 mils
Water Absorption ASTM D-1117	237%
Light Penetration ASTM D-6567	54%
Ground Cover ASTM D-6241	46%
Tensile Strength ASTM D-6818	37.3MD 33.7CD lbs/in
Elongation ASTM D-6818	44.8%MD 34.9%CD

**9-14.5(5) Wattles**

Section 9-14.5(5) is replaced with the following:

Wattles shall consist of cylinders of excelsior encased within biodegradable netting. Wattles shall be a minimum of 5 inches in diameter. Wattles shall be 10 feet long. Netting material shall be clean, evenly woven, and free of encrusted concrete and other contaminating material such as preservatives. Netting material shall be free from cuts, tears, or weak places and shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

**9-14.5(10) Silt Fence**

Section 9-14.5(10) is a new section:

Silt fence shall be black in color. The geotextile shall be securely attached to the posts and support system. Post spacing and attachments shall be as shown in the Standard Plans.

Geotextile material shall meet the requirements of Section 9-33.2(1), Table 6 and be sewn together at the point of manufacture, or at a location approved by the Engineer, to form geotextile lengths as required. Roll length is not to exceed 100 linear feet. Roll width must be at least 3 linear feet.

**Silt Fence with Wood Posts**

Posts shall be wooden with minimum dimensions of 1¼ by 1¼ inches by 4 feet minimum length as shown in the Plans. All sewn seams and overlaps shall be located at a support post.

**Silt Fence with Backup Support**

When backup support is used, wire shall have a maximum mesh spacing of 2 inches, and the plastic mesh shall be as resistant to ultraviolet radiation as the geotextile it supports. The strength of the wire or plastic mesh shall be equivalent to or greater than as required in Section 9-33.2(1), Table 6, for unsupported geotextile (i.e., 180 lbs. grab tensile strength in the machine direction).

**9-20 CONCRETE PATCHING MATERIAL, GROUT, AND MORTAR**

**9-20.4 Mortar**

**9-20.4(3) Mortar Type 2 for Masonry Applications**

Section 9-20.4(3) is replaced with the following:

Mortar Type 2 for masonry shall be a prepackaged blend of portland cement Type I/II and fine aggregate conforming to Section 9-20.4(1).

**9-33 CONSTRUCTION GEOSYNTHETIC**

**9-33.2 Geosynthetic Properties**

**9-33.2(4) Underground Drainage Geotextile**

Section 9-33.2(4) is a new section:

Underground drainage geotextile shall conform to the standards for Geotextile for Underground Drainage, Moderate Survivability, Nonwoven, Classes A and B.

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**9-33.2(5) Biaxial Geogrid**

Section 9-33.2(5) is a new section:

Biaxial geogrid shall conform to the standards for Geotextile Reinforcement Used in Geosynthetic Reinforced Slopes and Retaining Walls. Openings shall not exceed 2 In. in any dimension. Roll width shall be 10 feet minimum.

**9-33.2(6) Turf Reinforced Mat**

Section 9-33.2(6) is a new section:

Turf reinforced mat shall be Recyclex® TRM or approved equal. Roll width shall be 4 feet nominal and length shall be between 50 and 100 feet nominal. The color shall be green.

**9-33.4 Geosynthetic Material Approval and Acceptance**

**9-33.4(3) Acceptance Samples**

Section 9-33.4(3) is omitted

**9-33.4(4) Acceptance by Certificate of Compliance**

Section 9-33.4(4) first paragraph and first chart are replaced with the following:

Acceptance shall be by Manufacturer's Certificate of Compliance.

**9-37 PACKAGED, DRY MATERIALS FOR CONCRETE**

Section 9-37 is a new section:

**9-37.1 Specifications**

Packaged, dry materials for concrete shall conform to ASTM C387.

**1. BIDDING REQUIREMENTS**

**1.1 USE AND COMPLETION OF COUNTY PROPOSAL SHEETS**

**A. Bidder's Proposal**

Each Bidder must bid exactly as specified on the Invitation to Bid (hereinafter referred to as bid) sheets. All bids must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids.

**B. Alterations of Proposals Not Allowed**

Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The County cannot legally accept any proposal containing a substantial deviation from these Specifications.

**C. Filling Out County Bid Forms**

All proposals must be made upon blanks furnished by the Purchasing Department of Pierce County and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink.

**1.2 CLARIFICATION OF PROPOSAL FOR BIDDER**

If a prospective Bidder has any questions concerning any part of the Bid/Proposal, he/she may submit a written request to the Pierce County Purchasing Office for answer of his/her questions. Any interpretation of the Bid will be made by an Addendum duly issued and mailed or delivered to each prospective Bidder. Such addendum must be acknowledged (a) by signing and returning the addendum or (b) by letter. Such acknowledgement must be received by the County prior to the bid opening. Pierce County will not be responsible for any other explanation or interpretation of the bid documents.

**1.3 BLANK**

**1.4 BID SECURITY (When specifically required by the Invitation to Bid)**

Each bid must be accompanied either by a certified or cashier's check for 5% of the total amount bid, payable to the Pierce County Treasurer, or an approved Bid Bond, by a surety company authorized to do business in the State of Washington, for 5% of the total amount bid. The check or Bid Bond is security that the bidder will, if awarded the bid, enter into a contract with the County for this activity within the time set forth in these requirements. Any bidder who refuses to enter into a Contract after it has been awarded to the Bidder will be

in breach of the agreement to enter the Contract and the Bidder's certified or cashier's check or Bid Bond shall be forfeited.

If a Bid Bond is used, the 5% may be shown either in dollars and cents, or the Bid Bond may be filled in as follows, "5% of the total amount of the accompanying proposal".

Upon award and signing of the Contract the bid security will be returned if a check or will automatically expire if a Bid Bond. The bid securities of all other bidders will be processed in the same manner immediately upon the award of the Contract.

**1.5 DELIVERY OF PROPOSALS TO PIERCE COUNTY**

All bid proposals and documents must be delivered to the Clerk, Pierce County Council, 930 Tacoma Ave So, Room 1046, Tacoma, WA 98402-2176, in a sealed, properly addressed envelope with the name of the Bidder and bid number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. County offices are not open for special mail or other delivery on weekends and County holidays. Pierce County shall assume no responsibility for delay in U.S. mail service or for bids delivered to County offices other than the specified Council Office.

Telecopy bid proposals will be accepted by the County provided that the original signed bid proposal is mailed to the Chief Clerk and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the County's telecopy machine but must be sent to the Bidder's agent and delivered to the Chief Clerk in a sealed envelope, as stated above, before the time stated in the Bid.

Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

**1.6 CONTRACTOR'S STATE REGISTRATION NO. (NOT APPLICABLE TO SUPPLY ONLY CONTRACTS)**

Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid.

**1.7 BID IS NONCOLLUSIVE**

The Bidder represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

## 1.8 EVALUATION OF BID

### A. Experience, Delivery Time and Responsibility

In the evaluation of otherwise responsive bids, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract, provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- IX. Compliance with all affirmative action requirements, minority business enterprise and women's business enterprise subcontracting and contracting requirements.

### B. Insertions of Material Conflicting with Specifications

Only material inserted by the Bidder to meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being nonresponsive and may be grounds for rejection of the Bidder's Bid/Proposal.

### C. Correction of Ambiguities and Obvious Errors

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

## 1.9 WITHDRAWAL OF BID

### A. Prior to Bid Opening

Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to the Chief Clerk, Pierce County Council Office. The notice may be submitted in person or by mail; however, it must be received by the County Council Office prior to the time for bid opening.

### B. After Bid Opening

No bidder will be permitted to withdraw his/her Bid/Proposal after the time of bid opening, as set forth in the Invitation To Bid, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Bidder must submit written notice withdrawing his/her Bid to the Pierce County Purchasing Agent.

## 1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

## 1.11 TAXES

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Where applicable the County shall furnish a Federal Excise Tax Exemption certificate.

## 1.12 APPROVED EQUAL

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered provided the offeror specifies the brand, model and other data for comparison with their bid. Pierce County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

## 1.13 FAILURE TO SUBMIT BIDS

If the recipient of this Bid does not submit an offer for the goods or services requested, they shall return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified. Failure to do so may result in removal of the recipient's name from the bidders' mailing list.

## 1.14 APPROXIMATE QUANTITY REQUIREMENTS

The quantities listed are the County's current estimated and approximate yearly requirements. Pierce County will neither be obligated by nor restricted to these quantities and may increase or decrease (including to zero) the listed quantity of any item(s) ordered under this

contract and pay according to the unit prices quoted in the Bid. By contracting for any particular item, Pierce County is contracting to purchase that item only if needed, at the contract price, not to purchase any particular quantity of that item.

### 1.15 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum.

### 1.16 DELIVERY

Quotation shall cover delivery F.O.B. Pierce County, Tacoma, Washington, (unless otherwise stated in this Invitation to Bid at the designated address set forth in the proposal given to each bidder).

### 1.17 AWARD

The County reserves the right to award a contract or multiple contracts for any section or combination of sections to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive as an informality any irregularity in any Bid, and to call for new Bids as best meets the needs of the County.

## 2. CONTRACT REQUIREMENTS

### 2.1 AWARD OF CONTRACT

Written notification will be mailed or otherwise furnished to the successful offeror (lowest responsive bidder). Within 20 calendar days after the notice of proposed award, the apparent successful bidder shall return the signed contract or other specified award documents prepared by the County, insurance certification as required and any other pre-award information the County requires.

Until the County executes said contract or award/acceptance documents, no proposal shall bind the County to execute a contract, nor obligate it to bear any expense pursuant to the Invitation for Bids. Neither shall any work begin within the project limits or within the County furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency, and the Contractor is given written Notice To Proceed.

Pierce County is prohibited by RCW 39.06.010 from executing a contract with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Pierce County may require persons doing business with the County to possess a business license prior to award.

When the Proposal Form provides spaces for a business license number, a Washington State Contractor's registration number, or both, the bidder shall insert such information in the spaces provided. The County may at its option, require legible copies of the Contractor's Registration and/or business license be submitted to the Architect/Engineer as part of the County's pre-award information and evaluation activities.

### 2.2 CONTRACT RENEWAL PERIODS (When specifically allowed by the Invitation to Bid)

This proposed agreement shall remain in effect for a period of one year from and after its effective date and shall automatically be renewed on a year-to-year basis thereafter unless either party hereto serves notice upon the other party of its intention to cancel at least 30 days in advance of the termination of the first year, or during any yearly renewal thereof. Notice during each renewal term may occur at any time during the course of such term. Prices will be considered firm for at least the first 12 months of the contract. No change in services or prices will be allowed without written consent of both parties, pursuant to the following conditions:

"Prices will be subject to increase or decrease in the same proportion as changes occur in the vendor's certified costs, providing the vendor requests an adjustment from the Purchasing Department 30 days prior to the effective date. The written request shall be accompanied by written proof of said changes in cost to vendor and is subject to acceptance by the Purchasing Department. The County shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to the County."

Total contract period not to exceed 5 years.

### 2.3 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Preprinted portions of the Proposal pages prevail if they conflict with the General or Technical Provisions.
- b) Technical Provisions prevail if they are in conflict with the General Provisions.
- c) Unit prices will prevail when an error in extending total amounts occurs. In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Pierce County Purchasing Agent for determination. Failure to submit the discrepancy issue to the Purchasing Agent shall result in the Vendor's actions being at his/her own risk and expense.

**2.4 INSPECTION**

**A. Of the Work**

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to Pierce County.

**B. Inspector's Authority**

The Inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Vendor may appeal to the Pierce County Purchasing Agent, whose decision shall be final.

The Contract shall be carried out under the general control of the representative of the particular Department administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of Pierce County. The Vendor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract.

Nothing herein contained, however, shall be taken to relieve the Vendor of his/her obligations or responsibilities under the Contract.

**2.5 FEDERAL, STATE AND MUNICIPAL REGULATIONS**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

**2.6 GUARANTEE**

The supplier and/or manufacturer of the supplies, material and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the County. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item or equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee. The supplier hereby assigns to the County the contractor's right to enforce all manufacturer's warranties for materials or systems incorporated into the work, to the extent defects which are not corrected by the supplier under their guarantee. The supplier shall provide evidence of all manufacturers' warranties prior to acceptance.

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the County until the work or equipment is repaired or replaced by Vendor and accepted by the County. In addition, in the event less than ninety (90) days remain on the guarantee period (after deducting the period of suspension), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the County.

## **2.7 PIERCE COUNTY'S RIGHT TO TERMINATE CONTRACT**

### **A. Termination for Default**

If the Vendor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Vendor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Vendor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

### **B. Termination for Public Convenience**

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

## **2.8 VENUE AND CHOICE OF LAW**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

## **2.9 PAYMENT**

Payment discount periods of twenty (20) calendar days or more offered by the Contractor will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment, nor will the period of cash discount commence, until receipt of a properly completed invoice, all invoice items are received, and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment will not be considered late if the payment is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

## **2.10 WITHHOLDING PAYMENT**

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.



## 2.11 DEFENSE AND INDEMNITY AGREEMENT

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

## 2.12 INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

## 2.13 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the drawings, specifications, delivery schedules, delivery locations and all instructions. Failure to do so will be at the Bidder's risk.

## 2.14 PERMITS

The Vendor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by Pierce County. In the event a necessary permit is not obtained the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

## 2.15 FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

## 2.16 DISPUTES

### A. General

Differences between the Vendor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Pierce County Purchasing Agent, shall be final and conclusive.

### B. Notice of Potential Claims

The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Purchasing Agent or the County, or (2) the happening of any event or occurrence, unless the Vendor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Vendor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Vendor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

**C. Detailed Claim**

The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Vendor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

**2.17 FORCE MAJEURE**

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The County reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the County.

**2.18 NOTICE**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Vendor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673.

Notice to the Vendor for all purposes under this Agreement shall be given to the address reflected on the Invitation to Bid. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

**2.19 SEVERABILITY**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

**2.20 WAIVER**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**2.21 SURVIVAL**

The provisions of the following paragraphs, the provisions of the non-collusion affidavit, and the liability of the Vendor for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason:

- Taxes
- Guarantee
- Pierce County's Right to Terminate Contract
- Venue and Choice of Law
- Hold Harmless & Indemnity Agreement
- Waiver
- Future Non-Allocation of Funds

**2.22 ENTIRE AGREEMENT**

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

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