

# **CONTRACT FOR MAINTENANCE SPRAYING ON COUNTY ROADSIDES**

**THIS CONTRACT** is entered into between Chelan County, Washington, whose address is 316 Washington Street, Suite 402, Wenatchee, Washington, 98801 and \_\_\_\_\_, whose address is \_\_\_\_\_. The parties are collectively referred to herein as “parties”, and may be referred to separately as a “party”.

In consideration of the terms and conditions contained herein, and those additional documents incorporated and made part of this Contract, the Parties agree as follows:

## **ARTICLE 1: GENERAL PROVISIONS**

### **1.1 Definitions:**

“Board of Commissioners” means the Board of County Commissioners for Chelan County, Washington.

“Contract” means the binding agreement for services for herbicide application in County rights of way, as memorialized and agreed to in this Contract for Maintenance Spraying on County Roadsides, the County’s Request for Proposals, the Contractor’s Proposal, addendums, schedules, exhibits, incorporated documents and terms, or any combination thereof.

“Contractor” means the person, firm or company awarded the Contract.

“County” means Chelan County, Washington.

“County Engineer” or “Engineer” means the Chelan County Engineer and includes his or her designee.

“Material” means herbicide and adjuvants used by the Contractor for right of way maintenance pursuant to this Contract.

“Program(s)” means the following pesticide application programs:

1. Residual Program along hard-surfaced County roads, commonly required to be performed annually, between February 15<sup>th</sup> to April 15<sup>th</sup> and/or October 15<sup>th</sup> to November 15<sup>th</sup>.
2. Noxious Weed Control Program for spot treatments that may be necessary throughout the county rights of way to control specific noxious weeds and are commonly required to be performed annually, during mid-spring and summer; and
3. Foliar Roadside Treatment Program along hard surfaced County roads, commonly required to be performed annually, between June 15<sup>th</sup> to August 15<sup>th</sup>.

“Right(s) of Way is used herein to mean “Vegetation Control Technician” means a delegee of the County Engineer, authorized as the primary County contact for coordination and administration of this Contract as may be identified herein, or otherwise delegated by the County Engineer.

“Work” means the tasks and activities necessary for the performance of the Contractor to perform, as provided by the Contract.

## **1.2 Intent.**

This Contract contains all terms and conditions agreed upon by the Parties. To be valid and binding on the parties, any change or addition to this Contract shall be made by written amendment and executed by both Parties. The parties do not intend for any unspecified 3rd party to be a beneficiary of this Contract.

## **1.3 Interpretation of the Contract; Order of Precedence.**

The Contract documents are intended to be complimentary. What is required in one part of the Contract shall be binding as if required by all. Resolutions of conflict or inconsistency of terms within the documents shall be guided by the following order of precedence (with 1 having precedence over 2, 3, etc).

1. Federal, Washington State, tribal, or Chelan County laws, codes, and regulations governing or pertaining to the Work;
2. Change Orders;
3. This signed Maintenance Spraying on County Roadsides – 2024 Contract, as executed by the parties following proposal evaluation and award;
4. Chelan County’s Request for Proposals; and
5. The Contractor’s Proposal.

## **ARTICLE 2: SCOPE OF WORK**

The Contractor is responsible for the timely execution, preparation, management, supervision, inspection, and reporting, as detailed in this Contract, and as directed by the Chelan County Department of Public Works, for the purpose of providing Chelan County with herbicide application services for weed control on all or parts of County right-of-way along approximately 1,100 shoulder miles of Chelan County hard-surfaced roads. The tasks and activities necessary for the Contractor to perform the scope of work, and meet the terms and conditions is collectively referred to herein as “Work”. The Work, or portions thereof, shall be performed annually as needed, based on the determination and direction of the Chelan County Engineer.

## **ARTICLE 3: CONTRACT ADMINISTRATION**

### **3.1 County Engineer.**

The Chelan County Engineer is the Administrator of this Contract. The Engineer designates the Vegetation Control Technician to act as the Engineer's delegee and primary contact for purposes of administrating this Contract. All correspondence, questions, and/or documentation, except for invoices for payment, shall be addressed as follows:

Chelan County Public Works  
Attn: Tony Daggett - Vegetation Control Technician  
316 Washington Street, Suite 402  
Wenatchee, WA 98801

Phone: (509) 667-6418

Fax: (509) 667-6250

### **3.2 Contractor's Representative.**

If different than the contact information provided in the Proposal, the Contractor shall designate a representative(s) for purposes of communication and administration of the Contract. If the representative, or the contact information changes, the Contractor shall update the County on such changes at the Contractor's earliest convenience. The County shall not be responsible for any attempted communications with the Contractor via incorrect or outdated contact information.

### **3.3 Requests for Information.**

For mutual convenience and efficiency, unless revoked by written instrument, signed by both parties, the designated representatives agree that requests for information and responses may be by e-mail between the representatives, or by a telephone call which is promptly memorialized in writing by the responding party and sent to the inquiring party.

### **3.4 Time of the Essence.**

All time requirements set forth in the Contract are of the essence.

### **3.5 Monitoring the Work.**

The County retains all rights to monitor and observe activities within the County right of ways, including activities performed by the Contractor under this Contract.

### **3.6 Correction of Work.**

If the Contractor's equipment or workmanship does not meet the Contract requirements, the County may have the right to reject any nonconforming portion of the Work by giving the Contractor written notice of the defect or nonconformity. The County may require the Contractor to correct the defect or nonconforming part of the Work within a reasonable time at no cost to the County.

### **3.7 Assignment or Subcontractors.**

The Contract is between Chelan County and the Contractor. The Contractor shall not assign or subcontract any portion of the Work, except as may be authorized by prior written approval of the Board of County Commissioners.

## **ARTICLE 4: CONTRACTOR**

### **4.1 Contractor Representations.**

The Contractor represents and warrants to the County, that the Contractor has at the time of Contract execution, the Contractor carefully reviewed the Contract and any inconsistency, omission, or conflict arising from that review has been resolved by the parties.

Having made that review, the Contractor further represents and warrants to the County, the following:

- A. The Contractor meets all licensing or certification requirements necessary to perform its obligations under this Contract, and has met any other timeframes or deadlines for proof of licensing or certification that may have arisen during the RFP process.
- B. The Contractor has made any site visits, inspections, or inquiries into the geographic, meteorological, elevation, environmental conditions and generalized right of way conditions, as the Contractor deems necessary to commit to the obligations and responsibilities of this Contract.
- C. The Contractor represents and warrants that they can meet the qualifications to perform the Work, pursuant to any conditions, schedules, limits, or other terms as specified by this Contract.

### **3.2 General Standards and Duties**

- A. The Contractor shall be required to meet the standards and expectations for the Work, and performance thereof, as set out in this Contract, law and regulation, and industry best practices. This duty includes, but is not limited to the timely performance and completion of Work while exercising due care and diligence. The Contractor shall at all times prioritize and protect the public safety, public and private property, and the environment and comply with all federal, Washington State, tribal, and Chelan County laws, codes, rules and regulations applicable to the Work under the Contract and to the materials used for the Work. The provisions of the Washington Pesticide Application Act, R.C.W. 17.21, as amended, shall apply in all respects:
- B. In the event that the Contractor is unable to make treatments as directed due to conditions beyond its control, the Contractor shall promptly notify the County in writing of the conditions or occurrences which affect, interfere with, or prevent proper execution or results for the Work.

### **3.5 Contractor's Supervision and Employees.**

- A. The Contractor shall provide qualified, duly licensed and/or certified, and competent personnel to satisfy the terms and conditions of this Contract. Management and supervision for the performance of Work is the sole responsibility of the Contractor.

### **3.6 Independent Contractor.**

- A. The Contractor is an independent contractor with respect to performance of this Contract. Nothing in this Contract shall be considered to create an employer—employee relationship between the parties.
- B. Employees of, or other persons operating on behalf of the Contractor to perform any Work for this Contract, shall at all times be considered employees of the Contractor only, and not of the County. Any and all claims that may arise under any workmen's compensation act, and any and all claims made by a third party as a consequence of an act or omission on the part of the Contractor, its employees or other persons while so engaged in the Work shall be the sole obligation and responsibility of the Contractor.
- C. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits afforded the County's employees by virtue of the services provided under this Contract.
- D. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program or otherwise assuming the duties of an employer with respect to the Contractor, or any employees of the Contractor.

### **3.8 Materials Furnished by County; When Water Is Furnished by Contractor.**

- A. The County purchases all necessary chemical materials, including herbicides and adjuvants, directly from suppliers, and shall furnish the necessary materials to the Contractor, to be used for the sole purpose of completing the Work.
- B. County materials shall be stored at County facilities ("storage site"). Storage sites will be reasonably accessible to the Contractor for collecting materials, returning materials, cleaning the spray equipment, as needed under the terms of this Contract. Access to storage sites may be restricted to specified days and times, as determined appropriate by the County Engineer for health, safety and convenience, and any limitation or restriction shall be designated in writing to the Contractor prior to taking effect.
- C. The County shall provide the Contractor with water at the below listed locations, to the extent that the water is available for use.
  - 1. Chelan Shop, 23290 Hwy 97A, Chelan, Washington;

2. Leavenworth Shop, 10210 County Shop Road, Leavenworth, Washington; and
  3. Sunnyslope Shop, 210 Easy Street, Wenatchee, Washington.
- D. The County shall not be responsible for securing alternate water sources, in the event that water is not available for use at the locations identified in this section.
- E. In no circumstance, does the County does not authorize the Contractor to draft water out of rivers, streams or reservoirs. Contractor shall comply with all Federal, State and County laws and regulations concerning loading water from any source and shall always use a backflow preventer when loading water.

### **3.10 Working Times and Conditions.**

The Contractor shall only perform work in the County right-of-way during such times and under such conditions as are allowed under Chapter 17.21 RCW, and as may be further limited by the County Engineer.

### **3.11 Logs, Reports, and Other Records To Be Submitted to the County.**

In addition to the recordkeeping requirements of RCW 17.21.100, for and during the course of each active application period the Contractor shall maintain application logs and submit to Public Works the following logs, reports, projections, and records:

- A. The Contractor must complete signed daily application logs on County-approved forms. These application logs shall be submitted by the Contractor to the County weekly for all Work performed in the preceding week.
- B. Public Works will provide maps of Chelan County, or portions thereof, upon which the Contractor shall highlight the areas of county right-of-way treated with herbicide and indicate the date of application for each area.

### **3.12 Maintenance, Inspection and Retention of Records.**

- A. The Contractor shall keep up-to-date and available for inspection by the County the application logs, copies of licenses, registrations, certifications, and insurance documents and other records required under this Contract and all items related to, or bearing upon, these records. A County audit will be limited to those records reasonably deemed by the Contractor to be non-proprietary.
- B. The records shall be retained for a period not less than seven years from the date of the application of the pesticide to which such records refer.
- C. If any litigation, claim or audit commences before the expiration of the seven-year retention period, the records shall be retained by the Contractor until all litigation, claims or audit findings involving the records have been resolved.

- D. If the Contractor is dissolved, assigns, or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify the County and preserve such records, at the Contractor's expense.

### **3.13 Permits, Laws, and Regulations.**

- A. The Contractor shall be responsible to obtain and maintain all permits, licenses and certifications as are required for the Work.
- B. The Contractor shall perform all work in full compliance with local, federal, tribal, and Washington State laws, codes, resolutions, and regulations and with license and permit conditions pertaining to the Work. The Contractor shall defend, indemnify and hold County harmless from any assessment of fines, penalties or damages arising from the same by the Contractor. The Contractor shall pay and provide proof of payment of any such assessments of fines, penalties, or damages. The Contractor shall cooperate with all government entities regarding inspection of the Work and compliance with such requirements.
- C. The Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid by the County under the Contract because of any change in law or regulation covering any applicable taxes, except sales tax, or because of any misunderstanding by the Contractor as to its liability for or the amount of taxes.

### **3.14 Deviation from Contract.**

The County shall have the right to treat any alteration, variation, deviation, or omission from the requirements of this Contract as a contract breach if prior written consent is not obtained from the County. Such a breach may be justification for the County to withhold payment, stop work, or summarily terminate the Contract.

### **3.15 Equipment.**

- A. The Contractor's equipment must have the capacity to simultaneously carry sensitive and non-sensitive residual herbicide.
- B. Equipment used to perform the Work must be inspected and approved by the Engineer prior to being placed into service by the Contractor.
- C. The Contractor shall be responsible for proper care, protection, and storage of its equipment and shall maintain its equipment in proper working order.
- D. The Contractor shall triple rinse all containers used for the Work after each use and prior to storage, except refillable totes
- E. Equipment may only be stored at the County's designated material storage site ("storage site") with prior written approval from the Engineer, and if approved is stored at the Contractor's own risk. The County shall not be responsible or liable for any loss or damage to Contractor's equipment if stored.

### **3.16 Operations.**

- A. For each Program, the Engineer shall provide the Contractor with the designated areas of right-of-way to be treated by herbicide application. The Contractor shall confine all herbicide application to the designated areas of right-of-way for each Program. The Contractor shall be responsible for updating the designated areas, as necessary in response to a Change Order, posted "Owner Will Maintain" signage, or other specifically identifiable condition that prevents the Contractor from operating in compliance with law, industry standards or practices, or provisions of the Contract.
- B. Each herbicide application must be applied to the County right-of-way in one pass.

### **3.17 Material Inventory, Handling, and Monitoring.**

- A. The Contractor shall utilize only the County's designated facility(s) for storage, dispatching, and deliveries of materials.
- B. The Contractor shall return all unmixed chemical materials to a storage facility(s) provided by and designated by the County. The Contractor shall be responsible to monitor and inventory the types and quantities of County materials and provide the County sufficient advance notice of low materials to allow for ordering and delivery of additional materials in time to avoid delays to the Work.

### **3.18 Spills.**

The Contractor shall be responsible for any spills, repairs, or damage of any type resulting from Contractor's use of the storage site. The Contractor will clean up and dispose of any chemical spills in compliance with all applicable laws and to the satisfaction of appropriate regulatory authority(s), regardless of the location of a spill.

### **3.19 Contractor's Responsibility for Protection of Persons and Property.**

- A. The Contractor shall be responsible for the safety of all persons and property during the performance of the Work.
- B. The Contractor shall perform the Work in a manner which meets statutory and common law requirements, or other specific contractual requirements for the provision of a safe place to work and which adequately protects all persons and property in or near the areas in which the Contractor performs the Work. This requirement shall apply continuously and is not limited to working hours.
- C. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including safety training, in connection with the Work. The Contractor shall comply with all applicable laws, codes, regulations, rules, resolutions, and lawful orders of any public authority bearing on the safety of persons, property or their protection from damage, injury or loss.



- D. The Contractor shall perform the Work in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) requirements and shall supply all required signing, barricades, flaggers, or other personnel or means needed for such compliance.
- E. The Contractor shall take all reasonable precautions for the safety of its employees performing the Work and all other persons who may be affected by such Work.
- F. The Contractor shall comply with applicable requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA) and the Washington Industrial Safety Act of 1973 (WISHA), including revisions, amendments and regulations under either act. Any violation of this Section or other safety requirements applicable to the Work may be considered a breach of contract, and grounds for contract termination.
- G. The Contractor shall be solely and completely responsible for damages arising from the Work on property adjacent to the Contractor's herbicide application.
- H. The Contractor shall repair or replace with no cost to the County any damage or loss that may occur, except damages or loss caused by acts or omissions of the County.
- I. The Contractor shall, in performing the Work, protect from damage structures, real property, personal property and utility facilities.
- J. The Contractor shall, in performing the Work, protect from damage all landscaping, trees, and vegetation, whether public or private, that is not required to be treated with herbicide under the Work.
- K. The Contractor shall repair, at no cost to the County, damage to real property, personal property, utilities, landscaping, trees, or vegetation resulting from the failure to comply with requirements of this Contract.

### **3.22 Environmental Requirements.**

- A. The Contractor shall perform the Work in compliance with all applicable environmental laws and shall be liable for all penalties, damages, and violations under any federal or Washington State law or regulation, rule, or order.
- B. The Contractor specifically represents that Contractor has knowledge of and understands the provisions and requirements of Chapter 90.48 RCW, including regulations pursuant thereto.

## **ARTICLE 5: CHANGES TO THE CONTRACT**

### **5.1 Contractor's Request for Change Order.**

- A. Field directives, responses to requests for information, or other directive, instruction or interpretation are not considered a Change Order.

B. The Contractor shall not be entitled to a Change Order for conditions or events (1) reasonably foreseeable at the time of entry into the Contract or (2) caused by the Contractor.

C. Request for Change Order.

1. No later than seven days after the event, directive, instruction, comment or other reason that the Contractor believes is a basis for a change order, the Contractor shall provide the County with the Contractor's Request for a Change Order. The request should include:

- a. The Contractor's reason for requesting a Change Order;
- b. A statement and explanation of the requested additional money or time requested;
- c. The contractual provisions and substantive basis supporting the Request;
- d. Documentation supporting the request; and
- e. Contractor's proposed terms and conditions.

D. County's Response to Request for Change Order.

1. The County will make a written determination with respect to the Contractor's Request for Change Order within thirty (30) days of receipt of the request, unless:

- a. The County requests additional information; or
- b. The County notifies the Contractor that it needs additional time to respond to the request.

2. If the County requests additional information, the County will make its written determination within thirty (30) days of its receipt.

3. If the County does not make a written determination within the applicable time, the Request for Change Order is denied.

E. Approval of Change Order Request.

If the County determines that a Request for Change Order is approved, the Parties may negotiate acceptable terms and conditions and execute a bilateral change order, or without negotiation, the County may issue a unilateral change order.

### **5.3 County Request for Change Order.**

- A. In the event that the County desires to change the terms or conditions of the Work, it may request that the Contractor provide a written Change Proposal representing the Contractor's offer to perform the requested work and the compensation for the changed portion of the Work.
- C. The County is under no obligation to accept the Contractor's Change Proposal. Nothing in this section shall prevent the parties from negotiating the proposed terms of a change order.
- D. The Contractor shall not perform Change Order work until the County provides written authorization.

### **5.3 Right-of-way Conditions; Extensions of Time Less Than 30 Days.**

- A. Each party will take care to promptly inform the other of conditions in the right-of-way that may affect the Work.
- B. If conditions in the right-of-way (including weather, fire conditions, utility work, or construction) require delaying all or any part of the Work, the Engineer may, in writing, authorize an extension of the time for performance of all or any part of the Work for a period thirty (30) days or less without the need for a Change Order.

### **5.4 2.5 Work by the County.**

In the event that the Contractor is unable, or unwilling to perform applications as directed by the County, the County reserves the right to perform such Work as is necessary to complete the Work. The Contractor shall not be paid for any portion of Work performed by the County under this provision and shall have no claim or right against the County for losses or other damages resulting from the County's performance of the Work

## **ARTICLE 6: DURATION; TERMINATION**

### **6.1 Duration.**

- A. The duration (initial term) of this Contract shall be for a period three years effective upon date of last execution by a party and may be extended by mutual written consent of the parties for up to two (2) one-year extensions.
- B. A Party desiring one-year extension of this Contract, shall notify the other Party in writing at least 90 days prior to the expiration of the then-existing remaining term of the Contract.
- C. If either Party declines in writing to extend the Contract, or if the Parties have not executed a bilateral extension contract at least thirty (30) days prior to the expiration of the then-existing term, the Contract will terminate on the last day of such term.

- D. The initial term together with one-year extensions shall not exceed a total of five years.

## **6.2 Termination.**

A party may terminate this Contract upon sixty (60) days written notice sent by certified mail to the other party.

## **ARTICLE 7: PAYMENT**

### **7.1 Compensation.**

- A. The Contractor is solely responsible for all costs of labor, equipment, fuel, supplies, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes, except sales tax for services provided to the County) necessary for the proper execution and completion of the Work;
- B. The compensation for Contract performance is a flat-rate of \$\_\_\_\_\_ per shoulder mile of herbicide treated right of way, and a \$\_\_\_\_\_ hourly service rate for spot treatment.

### **7.2 Applications for Payment.**

The Contractor may claim progress payments on a monthly basis for all parts of the Work completed during the month for which a billing is submitted. The following shall apply to payment for the Work:

- A. The monthly billing shall be supported by a detailed statement showing shoulder miles treated with herbicide, dates of application, crew, work hours, and equipment expended.
- B. Invoices and supporting documents shall be submitted to:

Chelan County Public Works Department  
Attn: Accounts Payable  
316 Washington, Suite 402  
Wenatchee, WA 98801

## **ARTICLE 8: MISCELLANEOUS**

### **8.1 Indemnification/Hold Harmless.**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County, and all officials, agents and employees of the County, from and against all claims arising out of or resulting from the performance of the Contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's

agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend and hold harmless the County for any claim arising out of or incident to Contractor's or any subcontractor's performance, failure to perform the contract, or failure to be properly insured.

THE CONTRACTOR WAIVES ITS IMMUNITY UNDER TITLE 51 RCW TO THE EXTENT IT IS REQUIRED TO HOLD HARMLESS THE COUNTY, ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES.

Contractor Initials: \_\_\_\_\_

## **8.2 Insurance Requirements.**

- A. The Contractor shall at all time during the term of this Contract at its cost and expense, buy and maintain insurance of the types and amounts listed below with an insurance company authorized to do business in the State of Washington. Failure to buy and maintain the required insurance may result in termination of the Contract at the County's option.
- B. Contractor shall maintain commercial general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- C. Contractor shall maintain pollution and environmental liability insurance with first and third party coverage and a limit of not less than \$3,000,000 per each occurrence and an aggregate limit of at least twice the "each occurrence" limit.
- D. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto".
- E. All of the insurance required by Contract shall be endorsed to include the County as an additional insured and shall stipulate that the insurance afforded by the policies shall be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention trusts maintained or participated in by the Parties shall be excess and not contributory to insurance required. All liability insurance policies will be endorsed to show this additional coverage.

## **8.3 Compensation, Wages, Benefits and Taxes.**

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the County, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

#### **8.4 Nondiscrimination.**

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, or other status protected from discrimination by United States and Washington State law, including the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.). The Contractor understands and agrees that if the Contractor violates this nondiscrimination provision, this Contract may be terminated by the County and further that the Contractor shall be barred from performing any services for the County now or in the future, unless a showing is made satisfactory to the County that discriminatory practices have terminated and that recurrence of such action is unlikely.

#### **8.5 No Waiver.**

Payment for any part of the work by the County shall not constitute a waiver by the County of any remedies of any type it may have against the Contractor for any breach of this Contract by the Contractor, or for failure of the Contractor to perform work required of it by the County. Forbearance of any rights under the Contract will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Contractor.

#### **8.6 Dispute Resolution.**

Before either Party commences an action or lawsuit against the other related this Contract, the Parties' representatives shall promptly meet face-to-face at the Chelan County Public Works Department conference room, or other mutually agreed location, and attempt good-faith negotiation to resolve any dispute involving this Contract. A party's failure or refusal to timely participate in such meeting and negotiation shall excuse the other party from this requirement.

#### **8.7 Headings.**

The headings used in this Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision herein.

#### **8.8 Applicable of Law; Venue.**

- A. The Contractor shall comply with all federal, Washington State, tribal and Chelan County laws, codes, rules and regulations applicable to the Work.
- B. This Contract shall be governed by, and interpreted under, the laws of the State of Washington.
- C. Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in the Superior Court for the State of Washington in Chelan County, Washington. Each party shall be responsible for its own attorney's fees and costs.

## **8.9 Successors and Assigns.**

The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other with respect to all covenants, agreements, and obligations contained in this contract.

## **8.11 Severability.**

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by Washington State or applicable federal law. The provisions of the Contract are separate and severable. The invalidity of a sentence, paragraph, provision, section, Article, or portion of this Contract shall not affect the validity of the remainder of the Contract.

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

INFORMATIONAL



Dated at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
FOR CHELAN COUNTY

\_\_\_\_\_  
KEVIN OVERBAY, Chair

\_\_\_\_\_  
SHON SMITH, Commissioner

ATTEST: ANABEL TORRES

\_\_\_\_\_  
TIFFANY GERING, Commissioner

\_\_\_\_\_  
Clerk of the Board

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
KAMMERON N. TODD  
Deputy Prosecuting Attorney

Dated: \_\_\_\_\_