

CHELAN COUNTY PUBLIC WORKS DEPARTMENT

Chelan County Brush Grinding (2025-2026)

Contract Provisions & Mandatory Bid Forms



BIDS RECEIVED ON FACSIMILE MACHINE WILL NOT BE ACCEPTED

Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801
Phone: 509.667.6415
FAX: 509.667.6250



BIDDING INSTRUCTIONS

In order to be considered for award the sealed bid must contain all forms fully completed, signed and submitted together as the Bid Proposal Package prior to the time of bid opening.

DATE OF OPENING BIDS:

Sealed bids are to be received at the following location prior to the time specified.

At the Board of Chelan County Commissioners, 400 Douglas Street, Wenatchee, Washington 98801 until **9:30 a.m.** of the bid opening date.

The bid opening date for this contract is **April 22, 2025**. Bids received will be publicly opened and read after 9:30 A.M on this date.

Each bid shall be submitted in a sealed envelope, addressed to the Board of Chelan County Commissioners, 400 Douglas Street, Wenatchee, Washington 98801, and shall be marked **“CHELAN COUNTY BRUSH GRINDNG (2025-2026)”** on the outside of the bid envelope.

RIGHT TO REJECT BIDS:

Chelan County reserves the right to reject any and/or all proposals, to accept the proposal or proposals deemed best for the County, or to advertise for new proposals, when, in the opinion of the Board of Chelan County Commissioners, the best interests of the County will be promoted thereby.

BID EVALUATION:

In evaluating bids, the following criteria, in addition to price, quality and delivery, will be considered:

1. Past performance record of the bidder.
2. Experience, technical qualifications, skill, ability and capacity of the bidder.
3. Proximity of base office and shop.
4. Compliance with terms and conditions contained in the contract documents.
5. Equalizing elements or factors not specifically listed herein, in addition to that of price which would offset the final cost to, and the benefits to be derived by the County.
6. Qualifications and eligibility of the bidders to receive an award of the contracts under applicable laws and regulations.

TERMS:

Prices may not vary up or down from the original bid price.

All bids must state a firm price including all applicable Local, State, and Federal Taxes.

No penalty shall be involved for delays caused by acts of God, governmental action, accidents or other causes beyond the contractors control.

Chelan County reserves the right to use an alternate vendor in the event it is determined that problems develop resulting in the untimely work product.

PREPARATION OF PROPOSAL:

Chelan County will only accept Bid Proposal Packages properly executed on forms provided by the County ("Bid Form").

Any Bid Proposal Package may be rejected if it does not include all information required, contains any qualification on the bid or change to the project, is not properly signed or is otherwise incomplete, or in the opinion of the awarding authority is irregular in any respect.

For a proposal to be considered by the County, the Bid Proposal Package must include all of the following:

1. All prices identified within a proposal shall be written in numerical digits (not words) written in ink or typed, and expressed in U.S. dollars and cents.
2. A unit price for each item (omitting digits more than two places to the right of the decimal point),
3. An extension for each unit price (omitting digits more than two places to the right of the decimal point),
4. The total proposal price (the sum of all extensions),
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.
6. The bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

CALL FOR BIDS
Chelan County Brush Grinding (2025-2026)

Sealed bids will be received by the Board of Chelan County Commissioners at their office at 400 Douglas Street, Wenatchee, Washington 98801 until **9:30 a.m. on April 22, 2025**, and there publicly opened and read as soon thereafter as the matter may be heard for:

This Contract requires brush grinding (also referred to at times as “chipping”) at two County sites: Chelan Transfer Station Brush Yard and Dryden Transfer Station Brush Yard during 2025 and 2026 calendar year. Work shall be performed for Chelan County Public Works Department, and in accordance with the Chelan County Brush Grinding (2025-2026) with these Contract Provisions, the current Washington State Department of Transportation Standard Specifications and the contract terms.

The Chelan County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Complete specifications may be obtained from the office of the Chelan County Public Works, **509.667.6415**, 316 Washington Street, Suite 402, Wenatchee, Washington 98801.

Each bid shall be submitted in a sealed envelope marked on the outside as follows: “**CHELAN COUNTY BRUSH GRINDING (2025-2026)**”, on the outside of envelope.

The Board of Chelan County Commissioners reserves the right to reject any or all bids for cause.

Dated at Wenatchee, Washington this 1st day of April, 2025.

**BOARD OF COUNTY COMMISSIONERS
FOR CHELAN COUNTY**





SHON SMITH, Chair



KEVIN OVERBAY, Commissioner



BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

BID PROPOSAL

Chelan County Brush Grinding (2025-2026)

To: Board of Chelan County Commissioners
400 Douglas Street
Wenatchee, WA 98801

Bid Due Date:

April 22, 2025 @ 9:30 a.m. – Board of Chelan County Commissioners

Chelan County Brush Grinding (2025-2026) for Chelan County Public Works Department for the 2025 and 2026 calendar years:

ITEM NO.	QTY.	UNIT	CONTRACT ITEMS	SUB-TOTAL	SALES TAX 8.3%	TOTAL
Brush Grinding 2025						
1	1.00	L.S.	Brush Grinding Chelan – Spring			
2	1.00	L.S.	Brush Grinding Chelan – Fall			
3	1.00	L.S.	Brush Grinding Dryden – Spring			
4	1.00	L.S.	Brush Grinding Dryden – Fall			
Brush Grinding 2026						
5	1.00	L.S.	Brush Grinding Chelan – Spring			
6	1.00	L.S.	Brush Grinding Chelan – Fall			
7	1.00	L.S.	Brush Grinding Dryden – Spring			
8	1.00	L.S.	Brush Grinding Dryden – Fall			
CONTRACT TOTAL						

* Sales tax shall be applied to the entire subtotal.

BID PROPOSAL SIGNATURE PAGE

To the Board of Chelan County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the sites of the proposed work, has read and thoroughly understands the project plans, specifications, addenda, and has read and thoroughly understands the contract governing the work and the manner by which payment will be made for such work (collectively "Contract Documents"), and is familiar with all of the conditions surrounding the required work, including but not limited to, availability of material and labor.

The Bidder hereby acknowledges that by execution of this Bid Proposal Form the Bidder has agreed to all bidding requirements, has fully executed all required bidding documents, and agrees to fully and completely furnish all labor, materials, equipment, and incidentals, and to perform all work required under the Contract Documents if awarded the contract, at the prices stated in this bid proposal.

A bid deposit of five percent (5%) of the total bid based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- ☐ Cashier's Check _____ Dollars
- ☐ Certified Check (\$_____) Payable to Treasurer of Chelan County,
Washington
- ☐ Proposal Bond In the amount of 5% of the Bid

Checks must be payable to the Treasurer of Chelan County, Washington and should reference the project number and name.

Receipt is hereby acknowledged of Addendum(s) No(s). _____, _____, _____ and _____.

Printed Bidder Name		Mailing Address	
Authorized Signature	City	State	Zip Code
Printed Name of Signatory	Title	Telephone	Fax

Note: This proposal form is not transferable and any alteration of the Bidder's name entered hereon without prior permission from Chelan County will be cause for considering the proposal irregular and subsequent rejection of the bid.

BIDDER INFORMATION & REFERENCES SHEET

A. BIDDER:

Bidder Name (Exactly as Registered in Washington)

Telephone Number

Address

City

State

Zip Code

State of Washington Contractor's License Number

Expiration Date

Federal Tax Number

UBI Number

Sole Proprietorship

Partnership

Corporation/type

Joint Venture

LLC

Other (specify)

Names of all principals, officers, partners, joint venturers or members:

B. REFERENCES

Provide references for three comparable projects performed by Bidder within the pervious five years.
A separate page maybe attached, provided it contains the information below.

	Description of Services Provided	Owner or Agency	Contact & Phone Number	Year Completed	Contract Amount
1					
2					
3					

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SPECIAL PROVISIONS

Project Description

The work consists of grinding approximate annual quantity of 3,300 CY of brush at Chelan Transfer Station, and approximate annual quantity of 2,700 CY of brush at Dryden Transfer Station twice a year (Spring and Fall) at both facilities, in Chelan County, in accordance with the project plans, specifications, addenda of the Chelan County Brush Grinding (2025-2026) Contract Provisions, these Special Provisions, the Washington State Department of Transportation Standard Specifications and amendments, and contract to be awarded (collectively “Contract Documents”). Amounts of material contained in the Contract Documents are estimations only and may not accurately reflect future material quantities. The amount of material will vary and the contract to be awarded is not priced by volume, but as a lump sum.

Construction Requirements

The successful contractor shall furnish the labor, tools and equipment necessary to safely process, and stockpile chip piles or remove brush piles from site at all two locations to meet the deadlines described below. The brush piles consist of trees (maximum size 20” width x 8’length), brush, grasses, leaves, needles, florals, garden items, and other miscellaneous organic debris.

The contractor shall accommodate the public by allowing a safe zone for the unloading of brush at all times that the contractor is working on site. The contractor shall be responsible for providing safety netting/ screen, or temporarily halting operations, or other safety methods to prevent debris from the grinding/ chipping operations from becoming airborne and a potential hazard. If, at any time, the contractor determines that closure of public access to the site is necessary to maintain safety, the contractor will immediately stop operations and notify the County that the site should be closed to the public. The County will issue a public notice of the dates and times of closure

Fugitive dust from the chipping or loading operations **must be** controlled. The contractor shall submit to the Solid Waste Manager a Fugitive Dust Control Plan in accordance with WSDOT Standard Specifications 1-07.5(4)B prior to beginning work. It is recommended that a water truck be on site during processing to control dust.

Grinding/chipping of brush must meet all applicable federal, state and local laws and regulations. Chips may be left on site in organized piles, to the extent that the chip pile(s) do not block or otherwise hinder the ingress and egress to the site. No individual pile shall exceed 6 feet in height. The contractor is responsible for any loading, moving, storing, and sorting of material prior to and following the grinding/chipping. The contractor is responsible for sorting or removing any foreign or non-organic material such as rocks and metal objects as the contractor deems necessary. Contractor is solely responsible for any damage to equipment by foreign or non-organic material.

The contractor, at their option, may have any chips or brush from the site at no cost to the contractor. Any material the contractor would like to keep must be immediately hauled off of the site upon the completion of the grinding. The contractor is not permitted to store any material they choose to have at the site.

The contractor assumes all responsibility for the removal and transportation of materials from the site.

The contractor is responsible for keeping the site(s) secure by locking the gates behind them during non-working hours. The contractor shall restrict the public from entering the site(s) if the contractor is working at the site when the facility is closed. The contractor is responsible for maintaining adequate fire safety provisions and equipment on site. The contractor shall submit to the Solid Waste Manager a Fire Prevention Control and Countermeasures Plan (FPCC Plan) in accordance with WSDOT Standard Specifications 1-07.3(1)A prior to commencing any work on site.

All sites shall be maintained and left in a clean and accessible manner. All refuse generated by the contractor shall be cleaned up and properly disposed of.

Chelan Transfer Station Brush Yard

23235 State Hwy 97A, Chelan, WA 98816

Dryden Transfer Station Brush

9073 HWY 2, Dryden WA 98821

Contractor will have access to the sites during regular operating hours, which are currently 7:00 AM to 5:00 PM, Monday through Saturday. Sites will not regularly be accessible to the contractor outside the regular operating hours, however the contractor may request from the County a variance to the days, times or both, if necessary. Any such request must be made in writing to the Solid Waste Program Manager no less than 48 hours prior to when the contractor is requesting for the access.

Brush is deposited at the County sites throughout the year, however, Spring and Fall are the seasons when the majority of material is deposited. Due to the space constraints at the Chelan Transfer Station Brush Yard and Dryden Transfer Station, Brush needs to be chipped for removal twice annually. Work should be performed in a manner so that on June 1, and November 1 the brush having been collected prior to that date is chipped.

Performance deadlines may be adjusted or extended by written change order approved by the Chelan County Solid Waste Manager.

Insurance

The Contractor shall obtain and keep in full force during the term of the project, commercial general liability and property damage insurance, and employer's liability (stop gap) insurance, with limits not less than \$2,000,000.00 per occurrence, and \$4,000,000.00 General Aggregate for bodily injury, including death, personal injury, and property damage.

Measurement

No specific unit of measurement shall apply to the lump sum items for "Brush Grinding _____ - Spring/ Fall". Informational estimated quantities have been provided. The contractor shall be responsible for verifying quantities.

Payment

“Brush Grinding ____ - Spring/ Fall”, lump sum

The lump sum payment for “Brush Grinding _____ - Spring/ Fall” shall be full pay for all costs incurred by the Contractor in performing the work. No additional payment or compensation will be provided by the County as a result of actual contractor costs or variation of the estimated quantities. The Contractor shall include in the various bid items all costs for submitting and complying with FPCC Plan and Fugitive Dust Control Plan.

CONTRACT FOR CHELAN COUNTY BRUSH GRINDING (2025-2026)

THIS CONTRACT, is made between **Chelan County**, a municipal corporation of the State of Washington ("**County**"), and _____, a Washington (limited liability company/ corporation/partnership) whose business address is _____ ("**Contractor**"). County and Contractor are occasionally referred to together as "**Parties**".

PROJECT NAME: Chelan County Brush Grinding (2025-2026) for the 2025 and 2026 calendar year

WHEREAS, the County lacks sufficient resources to provide labor and equipment necessary for brush grinding at the two Chelan County brush disposal sites of Chelan Transfer Station Brush Yard, and Dryden Transfer Station Brush Yard, and the County deems it in the best interest of the public to contract for the brush grinding services to be performed in 2025 and 2026; and

WHEREAS, the County duly advertised a Call for Bids for "Chelan County Brush Grinding (2025-2026)" and Chelan County Public Works prepared the "Chelan County Brush Grinding (2025-2026) Contract Provisions & Mandatory Bid Forms" ("**Contract Provisions**"), attached as **Exhibit A** and by reference incorporated into this Contract, to be included in the required bid proposal forms, specifying the work to be performed; and

WHEREAS, at the advertised place and time, bid package proposals were opened and reviewed; and

WHEREAS, upon review the Contractor's Bid Package Proposal ("**Proposal**"), attached as **Exhibit B** and incorporated into this Contract by reference, was deemed complete and provided sufficient information for the County that the Contractor is in full compliance with the laws and regulations of the State of Washington necessary to perform its obligations of this Contract.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained in this Contract, County and Contractor agree as follows:

1. RECITALS ADOPTED. The recitals set forth above, and in the County's authorizing resolution are hereby adopted as the factual basis for this Contract.

2. SCOPE OF WORK.

2.1. The Contractor shall do all work and furnish all labor, tools, materials and equipment required to grind (also referred to as "chipping"), and stockpile, or remove brush, lumber and other organic debris (collectively "Brush") at two County brush disposal sites, including Chelan Transfer Station Brush Yard, and Dryden Transfer Station Brush Yard in accordance with the Contract Provisions (inclusively referred to hereafter as "Work").

2.2. Performance Deadlines:

2.2.1. Brush is deposited at the County sites throughout the year, however, Spring and Fall are the seasons when the majority of material is deposited. Due to the space constraints at the Chelan Transfer Station Brush Yard and Dryden Transfer Station Brush Yard, Brush needs to be chipped for removal twice annually. Work should be performed in a manner so that on June 1, and November 1 the brush having been collected prior to that date is chipped.

2.2.2. Performance deadlines may be adjusted or extended by written change order approved by the Chelan County Solid Waste Manager.

3. EFFECTIVE DATE/TERM.

3.1. The effective date of this Contract is the date on which the Chelan County Board of Commissioners approve and execute the Contract. The Parties may cause duplicate originals of this Contract to be signed each of which shall be deemed to be an original having identical legal effect.

3.2. This Contract will remain in effect until renewed pursuant to Section 5 (RENEWAL), terminated pursuant to Section 7 (TERMINATION), or until all obligations established herein are completed at which time the Contract will terminate automatically on December 31, 2026.

4. PAYMENT. The Contractor shall invoice the County in June (Spring) & November (Fall) 2025 for all Work performed in that calendar year. Total payment by the County for the Work performed in 2025 shall be as shown in "Bid Proposal" attached as "Exhibit B". The Contractor shall invoice the County in June (Spring) & November (Fall) 2026 for all Work performed in that calendar year. Total payment by the County for the Work performed in 2026 shall be as shown in "Bid Proposal" attached as "Exhibit B". The County shall issue payment to Contractor within 45 days of receipt of an undisputed invoice.

5. OPTIONAL RENEWAL. The Contractor may request renewal of this Contract as written for a period not to exceed two calendar years (terminating no later than December 31, 2028). Payment for the renewal period will be at the 2026 bid price. The request must be made in writing to the Solid Waste Manager not less than 90 days

6. NOTICES. All notices, invoices and payments required by this Contract shall be sent or delivered to the following respective addresses:

CHELAN COUNTY PUBLIC WORKS
Attention: Solid Waste Manager
316 Washington Street, Suite 402
Wenatchee, WA 98801
509-667-6415

CONTRACTOR
ADDRESS
CITY, STATE, ZIP CODE

or to such other respective addresses as either Party may designate in writing.

7. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor for all purposes and any and all employees of the Contractor, while engaged in the performance of any work or services required under this Contract, are strictly employees of the Contractor. Nothing in this Contract shall cause employees of the Contractor to be deemed County employees for any purpose, including but not limited to withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

8. NO ASSIGNMENT. The Contractor shall not assign this Contract or any interest, obligation or duty herein without the express written consent of the County.

9. NONDISCRIMINATION

9.1. The Contractor agrees not to discriminate against any client, employee or applicant for employment for services because of race, creed, color, national origin, marital status, sex, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; rendition of services. The Contractor understands and agrees that if it 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.

9.2. It is highly encouraged for the contractor to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Contract.

10. TERMINATION

10.1. If Contractor fails to perform in a timely and professional manner material obligations under this Contract, or if the Contractor shall violate any of the material terms or provisions of this Contract, the County shall have the right to unilaterally terminate this Contract, in whole or in part, effective immediately upon the County giving written notice of the termination to the Contractor.

10.2. This Contract may be terminated in whole or in part, at any time, by written mutual agreement of the parties.

11. INDEMNIFICATION/HOLD HARMLESS

11.1. Contractor shall indemnify, hold harmless and defend the County, its officers, officials, agents and employees from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of Contractor, its agents, employees or officers, in performance of this Contract, except for injuries and damages caused by the sole negligence of the County.

11.2. The provisions contained herein have been mutually negotiated by the Parties and it is the intent that Contractor shall provide the County with the broadest scope of indemnity permitted by RCW 4.24.115. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

11.3. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.

12. INSURANCE

12.1. Without limiting Contractor's indemnity of the County, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form that is satisfactory to the County.

12.2. General Liability Insurance. Using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than \$2,000,000.00 per occurrence, and \$4,000,000.00 General Aggregate for bodily injury, including death, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).

12.3. The Commercial General Liability Coverage shall include the following endorsements:

- i) The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
- ii) Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

12.4. The Commercial General Liability Coverage shall not include the following endorsements:

- i) Amendment of Contractual Liability
- ii) Total Pollution Exclusion
- iii) Cross Suits Liability Exclusion

12.5. Certificates of Insurance shall be provided to County with this signed Contract. Insurance certificates and endorsement must be approved by Public Works prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.6. Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage

13. WORKERS' COMPENSATION COVERAGE

13.1. Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subordination against the County for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

13.2. If Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and the County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payments of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

14. COMPLETE AGREEMENT. This Contract, including the authorizing resolution and any referenced attachments contain the entire agreement of the Parties with respect to Chelan County Brush Grinding (2025-2026) and all covenants, stipulations, and provisions agreed upon by the parties. Later amendments will be in writing and executed and will become part of this agreement. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. This contract only affects this project described within, and does not conflict or have precedence over other contracts arranged.

15. VENUE. This Contract shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Contract shall be Chelan County Superior Court.

16. WAIVER. No waiver by either Party of any term or condition of this Contract shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

17. SEVERABILITY. If any section or part of this Contract is held by a court having lawful jurisdiction to be invalid, such action shall not affect the validity of any other part of this Contract.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

CONTRACTOR:

Name, Title

Dated this ____ day of _____, 2025 at _____, _____.

BOARD OF COUNTY COMMISSIONERS FOR CHELAN COUNTY:

SHON SMITH, Chair

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

Dated this ____ day of _____, 2025 at Wenatchee, WA.

ATTEST:

ANABEL TORRES, Clerk of the Board

APPROVED BY:

Eric Pierson, Director of Public Works

Date

Approved as to Form

STEWART R. SMITH

Deputy Prosecuting Attorney

Date