

VENDOR SERVICES AGREEMENT

Skagit County, through the Department of Public Works (hereinafter referred to as County) and Vanderveen Family Transport (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

1. Contractor will provide the following service/products at such time and in such manner as directed by the signatory Department Head. The service/product shall consist of *monthly inspection of the leachate pond at Inman Landfill and, as necessary or when directed, to pump the leachate from the leachate pretreatment facility at Inman Landfill and haul the leachate for disposal to one of the two wastewater treatment facilities, noted below. However, the routine disposal of leachate shall only be at the Mount Vernon Waste Water Treatment Plant. In the event that it is necessary to utilize the City of Burlington receiving station, Skagit County Public Works Solid Waste Division shall be contacted to arrange for leachate disposal at that facility. The contractor will also inspect and pump condensate from the Inman Landfill condensate tanks, as directed, and haul the condensate in the same manner as the leachate. The contractor will report to the Public Works Department the volume of leachate/condensate hauled for each month, by the 5th day of the following month. If no leachate/condensate was hauled, the contractor will report to the Public Works Department by the 5th day of the following month that no leachate/condensate was hauled.*

Vanderveen Family Transport shall be compensated according to the following schedule:

Pump, transfer, and discharge leachate/condensate to Mount Vernon, WA at a cost of \$00.0237 per gallon

Pump, transfer, and discharge leachate/condensate to Burlington, WA at a cost of \$00.0198 per gallon

2. County will compensate Contractor a maximum of \$20,000, chargeable to GL expenditure code #401 56802764700, and other GL Codes, as appropriate.

3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit County. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the

misimpression that Contractor is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

4. **Defense & Indemnity Agreement:**

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective 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 on account of 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, its subcontractors, its 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. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

5. ~~This Contract shall commence on July 1, 2005 and continue until either party terminates by giving 30 days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than two years from date of execution. The term of this Agreement shall commence on the 1st day of July, 2005 and continue until June 30, 2007. At the sole discretion of the County, this contract may be extended for one additional year until June 30, 2008. Any party may terminate this Contract by giving 30 days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.~~ R.V.
5/11

6. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

7. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold County harmless therefrom.

8. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County.

A certificate of insurance naming the County, its elected officers, and employees as additional insureds and naming the County as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto.

9. **Prevailing Wages:** Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

10. **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 Contractor 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. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement

this 22nd day of August, 2005.

SKAGIT COUNTY
Contract # C20050359

Page 3 of 5

CONTRACTOR:
Vanderveen Family Transport

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Russell J Vanderveen: owner
Signature & Title of Signatory
(Date 7-29-05)

Don Munks
Don Munks, Chairman

RUSSELL J Vanderveen
Print Name

Ted W Anderson
Ted W. Anderson, Commissioner

owner
Title

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

For contracts under \$5000

Mailing Address:
Vanderveen Family Transport
5446 Allison Road
Bellingham, WA 98226

Gary Rowe, County Administrator
(Authorization per Resolution #R20030146)

Telephone No. (360) 592-5446
Fed. Tax ID # (will use SSN)
Contractor Lic. #. N/A

Recommended:
By: [Signature]
Department Head

By: [Signature]
Trisha Logue, CPA
Budget / Finance Administrator

Approved as to Indemnification:
By: [Signature]
Risk Manager

Attest:
[Signature]
JeAnne Geisbrecht, Clerk of the Board

Approved as to Form:
[Signature]
Civil Deputy

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