

CONTRACTOR ORIGINAL

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WHATCOM COUNTY AND
VANDERVEEN FAMILY TRANSPORT
FOR SERVICES TO LOAD, TRANSPORT AND DISCHARGE LEACHATE FROM THE
CEDARVILLE LANDFILL TO THE CITY OF FERNDALE WASTEWATER
TREATMENT PLANT**

WHATCOM COUNTY
CONTRACT NO.
200401014-1

WHEREAS, AN AGREEMENT (Whatcom County Contract No. 200401014) was entered into between Whatcom County and VanderVeen Family Transport on January 1, 2004 for the purpose of services to load, transport and discharge leachate from the Cedarville landfill to the City of Ferndale wastewater treatment plant and,

WHEREAS, the original contract, No. 200401014 allows for an extension of up to two additional one-year periods through December 31, 2006, by mutual agreement of the parties; and,

WHEREAS, the contract is based upon the requirement, among others, that the Contractor be properly licensed to transport leachate; and

WHEREAS, the Contractor has obtained provisional approval from the Washington Utilities and Transportation Commission for transport of leachate and is in the process of obtaining final approval for such transport; and

WHEREAS, Whatcom County and VanderVeen Family Transport mutually agreed to terms of the original contract No. 200401014, and that only the consideration clause of the original contract will be altered slightly for the remaining 2 months of 2004 and the one-year extension of this contract, to begin January 1, 2005 and,

WHEREAS, the aforementioned dates shall be considered the date for the start of services as contained herein regardless of the date of signatures and,

WHEREAS, it has been demonstrated that the cost of fuel has increased significantly in the past year, from \$1.69 per gallon at the initiation of the contract in late 2003 to the current price of \$2.35 per gallon and,

WHEREAS, in recognition of the significant rise in fuel costs that bear directly on the Contractor's costs of transporting the leachate, the County agrees to increase the amount of the contract by \$0.0005 (five one hundredths of one cent), from \$0.0189 to \$0.0194 per gallon of leachate hauled and discharged beginning November 1, 2004,

NOW BE IT THEREFORE AGREED, that an additional one (1) year extension be granted to VanderVeen Family Transport to provide said services through December 31, 2005, and that the consideration be increased from \$0.0189 to \$0.0194 per gallon of leachate hauled and discharged beginning November 1, 2004, and that the affected contract clauses shall read as follows:

COMPENSATION SCHEDULE:

As consideration for the services provided by the Contractor, the County agrees to compensate the Contractor at a rate of \$0.0194 cents per gallon of leachate hauled and discharged. This figure includes all costs incidental to and necessary to undertaking the performance of the

service, including all taxes. The leachate volume will be based on the recording from the electromagnetic flowmeter located inside the building at the Cedarville Landfill. VanderVeen Family Transport truck drivers will be required to record the beginning volume before filling the truck and once again after the truck is filled. This information, along with the date, time, truck and trailer number, driver's signature and any other pertinent information will be recorded on each and every load of leachate removed from the Cedarville Landfill. The drivers will be required to complete a log posted inside the Cedarville leachate building listing the date, time, driver's name and the beginning and ending meter volumes. The VanderVeen Family Transport driver will deposit the truck tickets at a prearranged place at the Ferndale leachate collection facility. The truck tickets will be verified and tabulated, with monthly invoices prepared by the City of Ferndale and submitted to Whatcom County for payment. Whatcom County will record the volume of the electromagnetic flowmeter monthly and verify with the tabulated trip tickets.

Amount of additional compensation will not exceed \$4,000 for the remainder of 2004 (total for 2004 - \$23,000) with a maximum contract amount of \$25,000 for the year 2005.

TIME SCHEDULE:

This Amendment/Renewal to the Agreement shall add to the original one-year term another year beginning January 1, 2005, and shall continue in effect through December 31, 2005. The price increase will begin November 1, 2004. The aforementioned date shall be considered the date for the start of services as contained herein regardless of the date of signatures.

LICENSURE:

All licensing requirements of the original contract, which is being renewed hereby, remain in full force and effect, and the renewal of the contract shall not be construed by either party to be a waiver of any such requirements.

This Amendment shall be made part of the original agreement by and between Whatcom County and VanderVeen Family Transport. Unless specifically stated herein, all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 to the agreement for leachate hauling and discharge services, this 28 day of October, 2004.

CONTRACTOR – VanderVeen Family Transport

Russell VanderVeen

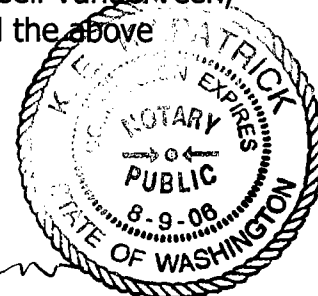
By: Russell VanderVeen
Title: Owner

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 28 day of October, 2004, before me personally appeared Russell VanderVeen, to me known to be the person individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

K E Keppatrick

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham
My commission expires: 8-9-06



WHATCOM COUNTY

[Signature]

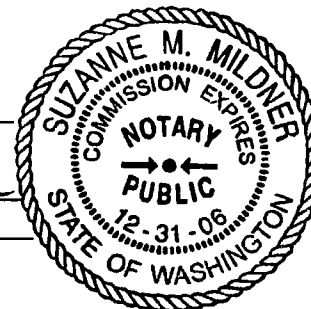
PETE KREMEN
County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 28th day of October, 2004, before me personally appeared Pete Kremen, to me known to be the person individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Suzanne M. Mildner

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham
My commission expires: 12-31-06



APPROVED AS TO FORM:

DEPARTMENTAL APPROVAL:

[Signature]

Daniel L. Gibson, Senior Civil Deputy
Prosecuting Attorney

[Signature]

Jeffrey M. Monsen, Director, Public Works

EXHIBIT "A"
(SCOPE OF WORK)

The Contractor shall be responsible for loading leachate collected at Cedarville Landfill, transporting it to the pretreatment facility at the City of Ferndale Wastewater Treatment Plant, and discharging it into the receiving station at the pretreatment facility.

A. LOADING LEACHATE

1. The Cedarville Landfill leachate collection system includes a 10,000 gallon reservoir with a 6-inch transmission pipe extending to the truck loading pad. The loading pad is shown in the Appendix. The Contractor can gravity load or pump the leachate from the 6-inch pipe by way of a 6-inch flange coupling. Contractor shall furnish necessary fitting and connections for connecting to coupling.
2. The Contractor will monitor the leachate level in the reservoir and be responsible for loading the leachate when the reservoir is full.
3. The Contractor shall be required to record beginning and ending volumes from the electromagnetic flowmeter located at the Cedarville landfill.
4. The Contractor shall be responsible for maintaining an adequate leachate removal schedule to avoid pressure build up in the system.
5. The Contractor shall be responsible for cleaning up only spills at either the loading station or pretreatment facility as well as on the haul roads between the two locations.
6. The Contractor will normally load leachate from the collection system after 7:00 a.m. and before 3:00 p.m. of any weekday, Monday through Friday (except legal holidays) to correspond with the leachate treatment agreement between Whatcom County and the City of Ferndale.

B. TRANSPORT OF LEACHATE

1. Vehicles delivering leachate to the leachate pre-treatment facility shall not normally use any City of Ferndale streets in traveling to or from said facilities. Exceptions may be granted by the City if the County roads are impassable due to flooding or other obstructions.
2. Normally, vehicles delivering leachate shall not enter the City of Ferndale Wastewater Treatment Plant on Saturdays, Sundays, and legal holidays, with the exception of holidays for emergency reasons, upon mutual agreement between the City of Ferndale Public works Director and Whatcom County Solid Waste.
3. Normally, no more than ten (10) vehicles per day shall be allowed to deliver leachate to the pretreatment facility at the City of Ferndale Wastewater Treatment Plant, but exceptions may be granted by the City for more deliveries per day during periods of heavy rain or other emergencies at Cedarville Landfill.
4. The Contractor shall furnish operators and adequate equipment to transport leachate from the Cedarville Landfill to the pretreatment facility. The equipment shall be in good working order and able to negotiate the turning movements at the landfill and the pretreatment facility. It is expected that the Contractor will utilize truck tankers, possible with trailers, to haul the greatest legal load.

C. DISCHARGING LEACHATE INTO PRETREATMENT FACILITY

1. The leachate discharge rate shall be monitored so it does not exceed 1,000 gallons per minute (gpm) so as not to overburden the flow meter and flow recorder. The amount of leachate hauled will be based on information provided by the flow recorder.
2. The Contractor shall conform to all rules and regulations as established by the City of Ferndale regarding access to the pretreatment facility through the Wastewater Treatment Plant, hours of disposal, sampling, and other activities of this operation.
3. The pretreatment facility shall not normally receive more than an average daily flow of 20,000 gallons of leachate during any single calendar month nor more than an average daily flow of 12,050 gallons of leachate during any twelve-month period.
4. The Contractor delivering leachate to the pretreatment facility shall spray the facility with clean water after each delivery to assure maximum cleanliness and containment of leachate within the facility.

(COMPENSATION)

CONSIDERATION

As consideration for the services provided by the Contractor, the County agrees to compensate the Contractor at a rate of \$0.0194 cents per gallon of leachate hauled and discharged. This figure includes all costs incidental to and necessary to undertaking the performance of the service, including all taxes. The leachate volume will be based on the recording from the electromagnetic flowmeter located inside the building at the Cedarville Landfill. VanderVeen Family Transport truck drivers will be required to record the beginning volume before filling the truck and once again after the truck is filled. This information, along with the date, time, truck and trailer number, driver's signature and any other pertinent information will be recorded on each and every load of leachate removed from the Cedarville Landfill. The drivers will be required to complete a log posted inside the Cedarville leachate building listing the date, time, driver's name and the beginning and ending meter volumes. The VanderVeen Family Transport driver will deposit the truck tickets at a prearranged place at the Ferndale leachate collection facility. The truck tickets will be verified and tabulated, with monthly invoices prepared by the City of Ferndale and submitted to Whatcom County for payment. Whatcom County will record the volume of the electromagnetic flowmeter monthly and verify with the tabulated trip tickets.

Amount of additional compensation will not exceed \$4,000 for the remainder of 2004 (total for 2004 - \$23,000) with a maximum contract amount of \$25,000 for the year 2005.

BILLING PROCEDURES

The Contractor shall submit to the Whatcom County Solid Waste Division written claims for reimbursement for services provided on a monthly basis. All payments shall be based upon services provided unless otherwise approved in writing by the County. Each request for payment shall be submitted and supported by documentation of the service actually performed. The County agrees to make payment for services provided promptly in accordance with the County's customary procedures.