

**APPLICATION FOR CERTIFICATE OF PUBLIC  
 CONVENIENCE TO OPERATE AS A SOLID WASTE  
 COLLECTION COMPANY UNDER CHAPTER 81.77 RCW**

1300 South Evergreen Park Drive SW  
 P.O. Box 47250  
 Olympia, WA 98504-7250

PHONE 360-664-1222  
 FAX 360-586-1181  
 TTY 360-586-8203 TTY TOLL FREE 1-887-210-5963  
 WEBSITE: [www.wutc.wa.gov](http://www.wutc.wa.gov)  
 The UTC has a policy of providing equal access to its services. If you need special accommodations, please call 360-664-1133.

Type of Solid Waste Authority Requested	Fee Required
<input checked="" type="checkbox"/> Expedited Temporary Authority (to meet an urgent need for up to thirty days) - Complete entire application and Attachment A (WAC 480-70-136)	\$ 25
<input checked="" type="checkbox"/> Temporary Authority (to meet an immediate or urgent need) - Complete entire application and Attachment A	\$ 25
<u>New Permanent Authority</u> (including extension of authority)-- (check appropriate box below) Complete entire application and submit a proposed tariff as outlined in the standard tariff form	\$200
<input type="checkbox"/> New Certificate	
<input type="checkbox"/> Extension of Existing Certificate No. G- <u>262</u>	
<u>Permanent Authority to Transfer</u> (WAC 480-70-090) (check appropriate box below) - Complete entire application and Attachments B	\$200
<input type="checkbox"/> All of Certificate No. G- _____	
<input type="checkbox"/> Portion of Certificate No. G- _____	
<input type="checkbox"/> <u>Reinstatement of Cancelled Certificate</u> (must be filed within 30 days of cancellation) -Include a statement justifying the reinstatement and complete sections 1, 2 and 8	\$200
<input type="checkbox"/> <u>Name Change</u> - does not include changes resulting in change in ownership - Complete section 1 and Attachment C	\$ 35
<input type="checkbox"/> <u>Mortgage of Certificate</u> - Complete section 1 and Attachment D	\$ 35
<u>Lease of Authority</u> - Complete entire application and Attachment B	\$200
<input type="checkbox"/> All of Certificate	
<input type="checkbox"/> Portion of Certificate No. G - _____	

**SECTION 1 - APPLICATION INFORMATION**

Name of Applicant: <u>RUSSELL VANDERVEEN</u> <u>601-531-052</u> ✓		
Trade Name(s) (if applicable): <u>VANDERVEEN Family Transport</u>		
Phone Number: <u>360 410-7171</u>	Fax Number: <u>360 354-2239</u>	E-Mail: <u>⊕</u>
Business Address		Mailing address (if different from Business Address)
Street <u>5446 Allison RD</u>	Street _____	
City <u>Bellingham</u>	City <u>same</u>	
State/Zip <u>WA, 98226</u>	State/Zip _____	

**FOR OFFICIAL USE ONLY**

Date Filed: <u>10-7-05</u>	Staff Assigned: <u>fw</u>	Motcar: <u>42900</u>	Permit Issued: <u>166-159</u>
Tariff: <u>---</u>	Insurance: <u>fw</u>	Contract: <u>YES</u>	DOL/SOS: <u>fw</u>
Application: <u>GA-19406</u>	RMS Docket #: <u>TG-051542</u>	Related App ID: <u>GA19407</u>	Map: <u>---</u>
Text approved for docket	Reception #: <u>0000466</u>	227-02: <u>225.00</u>	032-05: _____

**SECTION 2 - BUSINESS INFORMATION**

Type of business structure:

Individual  Partnership  Corporation  Other(LP, LLP, LLC) UBI No. 601 537 052

List the name, title, and percentage of partner's share or stock distribution for major stockholders:

Name	Title	Stock Distribution or Percentage of Shares
Russell VANDERVEEN	owner	100%

Indicate below the commodity to be hauled and the territory in which you wish to operate. PLEASE NOTE Territory must be described using boundaries such as streets, avenues, roads, highways, townships, ranges, city limits, county boundaries or other geographic descriptions. In addition to describing the territory, you must file a map that meets the requirements of WAC 480-70-056 and clearly shows the described territory.

1. Leachate Water: Contract with Port of Bellingham  
From: Bellingham Airport Woodwaste landfill, Wynn Rd Bellingham WA  
TO: ASB Lagoon located at Laurel <sup>srt</sup> & F <sup>srt</sup> Bellingham WA
2. Skagit County public works Dep: Leachate water  
From Iman Landfill 920 Iman Lane RD Bow Washington  
TO 1401 Britt RD: Mount Vernon waste water Treatment. Mount Vernon WA  
TO 900 South section srt: Burlington waste water Treatment Burlington WA

State below the conditions that justify the granting of this application. If you are applying for temporary certificate authority, be sure your statement addresses and supports the question of "immediate and urgent need."

1. Port of Bellingham Contract: Awarded 10-4-05: Leachate water is run off water from a Land fill. once the rain starts it ~~needs to be moved~~ needs to be moved quickly as possible
2. Skagit County public Works contract: awarded 8-1-05: Leachate water needs to be moved off Landfill quickly as possible. I will lose 1 & 2 contract if not given Temporary Authority.

Do you currently hold, or have you ever held, a solid waste certificate?

No  Yes If yes, please indicate your certificate number: G-\_\_\_\_\_

Have you ever applied for and been denied a certificate to transport solid waste?

No  Yes If yes, please explain: \_\_\_\_\_

Please tell us about your experience and knowledge of transportation or solid waste, including motor carrier driver and equipment safety requirements. I have been driving truck for 26 yrs

I'm in compliance with the FMCS R

I have driver files & maint. records for all vehicles

Have you been cited for violation of state laws or Commission rules?

No  Yes If yes, please explain: \_\_\_\_\_

**SECTION 3 – RATES AND TARIFFS**

Is this application to operate under a contract?

No  Yes If yes, submit the original or a duplicate original of each contract under which service will be performed. The contract must contain all the elements stated in WAC 480-70-146.

If this application is for temporary authority, a new certificate, or extension of existing certificated authority, you must attach two copies of your proposed tariff using either the standard tariff format included in this package, or an approved alternate format. All tariffs submitted must comply with the provisions of WAC 480-70-226 through WAC 480-70-351.

If this application is a transfer or a lease of authority from an existing certificate, you must either file a new tariff at the same rate levels as on file, or you must adopt the current certificate holder's tariff. To file a new tariff, use the standard tariff format attached to this application or an approved alternate format. Indicate which option you will use:

- Adopt  
 File a new tariff

**SECTION 4 – FINANCIAL STATEMENT**

You may attach a Balance Sheet, Profit and Loss Statement, or business plan if available.

ASSETS		LIABILITIES	
Cash in Bank	\$ 4000	Salaries/Wages Payable	\$ 1650.00
Notes Receivable	\$	Accounts Payable	\$ 1170.00
Accounts Receivable	\$ 5000	Notes Payable	\$
Investments	\$	Mortgages Payable	\$
Other Current Assets	\$	Contracts and Bonds Payable	\$
Prepaid Expenses	\$	<b>TOTAL LIABILITIES</b>	\$ 2820.00
Land and Buildings	\$	<b>NET WORTH</b>	
Trucks and Trailers	\$ 11,500	Preferred Stock	\$
Office Furniture	\$	Common Stock	\$
Other Equipment	\$ 1,000	Retained Earnings	\$
Other Assets	\$	Capital	\$
<b>TOTAL ASSETS</b>	\$ 21,500	<b>TOTAL LIABILITIES AND NET WORTH</b>	\$

**SECTION 5 – EQUIPMENT LIST**

Describe the equipment that will be used (attach additional sheets if necessary). Vehicles must pass inspection and be issued a valid Commercial Vehicle Safety Alliance inspection decal before your application may be granted.

Year	Make	License Number	Vehicle ID Number	Gross Vehicle Weight	Type of vehicle
<del>1981</del>	<del>PetrB</del>	<del>27078</del>			
1981	PetrB			80,000	Traction
1982	Heil			10,720	Tanker

**SECTION 6 – SAFETY AND OPERATIONS**

In each of the categories show below, list the person and position responsible for understanding and complying with the Federal Motor Carrier Safety Regulations (FMCSR) and Washington State laws and rules. Please refer to the WAC rules, Fact Sheets, and publication "Your Guide to Achieving a Satisfactory Safety Rating" for assistance with requirements that may apply to your specific operations.

**SAFETY RESPONSIBILITIES**

**COMMERCIAL DRIVERS LICENSE (CDL) REQUIREMENTS (Title 49, Code of Federal Regulations Part 383)** Any driver who operates a vehicle that meets the definition of a commercial motor vehicle must have a valid CDL.

Name: Russell VanderVeen Position: owner

**DRIVER QUALIFICATION REQUIREMENTS (Title 49, Code of Federal Regulations Part 391)** Driver's must meet minimum qualification requirements and each company must maintain driver qualification files for each driver.

Name: Russell VanderVeen Position: owner

**DRIVERS HOURS OF SERVICE (Title 49, Code of Federal Regulations Part 395)** Drivers must maintain logs and each company must maintain true and accurate hours of service records for each driver.

Name: Russell VanderVeen Position: owner

**CONTROLLED SUBSTANCES AND ALCOHOL TESTING (Part 382)** All persons who drive commercial vehicles requiring a CDL must be in a Controlled Substance and Alcohol Testing program that complies with the FMCSR in 49 CFR Part 382 and 49 CFR Part 40.

Each company will have in place a system for complying with FMCSR governing alcohol and controlled substances testing requirements (49 CFR Part 382 and 49 CFR Part 40).

Name: Russell VanderVeen Position: owner

**INSPECTION, REPAIR AND MAINTENANCE (Title 49, Code of Federal Regulations Part 396)** Every motor carrier shall systematically inspect, repair, and maintain all motor vehicles subject to its control.

Name: Russell VanderVeen Position: owner

**OPERATIONAL RESPONSIBILITIES**

List the person and/or position responsible for understanding and complying with the requirements of each category shown below.

**TARIFF RATES AND CHARGES (WAC 480-70-226 through WAC 480-70-351)** Companies must file with the Commission a tariff showing all rates and charges it will charge its customers, together with rules that govern how rates and charges will be assessed.

Name: Russell VanderVeen Position: owner

**ANNUAL REPORTS and REGULATORY FEES (WAC 480-70-071 & 076)** Companies must annually file a report of their financial operations and pay regulatory fees.

Name: Russell VanderVeen Position: owner

**BIOMEDICAL WASTE (WAC 480-70-426 through 476)** Companies that transport biomedical waste must handle and transport that waste according to the appropriate requirements of the federal hazardous materials regulations (49 CFR Parts 170-189) and the additional requirements in these rules.

Name: N I A Position:

**CUSTOMER SERVICE** –Person responsible for customer service complaints, customer notice requirements, and compliance with county solid waste plans.

Name: Russell VanderVeen Position: owner

**STATE OF WASHINGTON – general laws, rules and regulations:** Individuals and companies doing business in the state of Washington must comply with the regulations of local, state, and federal agencies. Please state the name and position of the person in your organization who will be responsible for ensuring compliance with the laws of the state of Washington, such as, but not limited to: Department of Labor and Industries (industrial insurance, safety, prevailing wage); Department of Licensing (vehicle and drivers licenses, business licensing, Unified Business Identifier (UBI number), fuel permits, fuel tax); Secretary of State (corporate registrations); Department of Transportation (over-size or over-weight permits); Department of Revenue and Internal Revenue Service (taxes); and Employment Security.

Name: Russell VanderVeen Position: owner



Russell Vanderveen  
d/b/a Vanderveen Family Transport  
GA-79407  
TG-051543  
G-262

SOLID WASTE COLLECTION SERVICES consisting of Leachate/Condensate from the Inman Landfill, Bow, Washington under contract with Skagit County.

SOLID WASTE COLLECTION SERVICES consisting of Leachate from the Airport Woodwaste Landfill, Bellingham, Washington under contract with the Port of Bellingham.

Vanderveen Family Transport  
Russell Vanderveen

10-17-05

**ATTACHMENT A**

**TEMPORARY CERTIFICATE OR EXPEDITED TEMPORARY AUTHORITY SUPPORT STATEMENT\***

Temporary Certificate applications and Expedited Temporary Authority applications must include sworn statements from one or more potential customers identifying all pertinent facts relating to an immediate and urgent need for service.

Applicant Name: Russell UnderVeen: UnderVeen Family Transport

**CUSTOMER SWORN STATEMENT OF IMMEDIATE AND URGENT NEED FOR SERVICE**

Customer Name: Skagit County

Address: 1800 Continental Place Mount Vernon, WA 98273

Phone Number: ( 360 ) 336-9400 Fax Number: (360) 336-9478 E-mail: \_\_\_\_\_

Describe the immediate and urgent need for the requested service:

This is a new contract and leachate will need to be transported soon.

What date(s) do you need the service? Today's date through June 30, 2007

What do you need transported? Leachate

If there is an existing company providing this service in the territory, please indicate the existing Company's name (if applicable): Previous contract was with Sumas Transport

Phone Number: ( ) no longer in business

Explain why the current company is not able to provide you service:  
Sumas Transport is no longer in business

Number of days, trips, loads: On an "as needed" basis

Transported from: 920 Inman Lane Bow, Washington To: Burlington, Washington or Mount Vernon, Washington

I certify or declare under penalty of perjury under the laws of the state of Washington that the information contained in this statement is true and correct.

Gary Stoyka  
Print Name

  
Signature

10/14/2005 Skagit WA  
Date, County, State

\*This form is not required to be filed for an application for temporary certificate to operate an existing certificate pending the outcome of an application to transfer permanent authority.

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Sumas Transport is no longer in business

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Transported from: 920 Inman Lane Burlington, Washington or  
Bow, Washington To: Mount Vernon, Washington

I certify or declare under penalty of perjury under the laws of the state of Washington that the information contained in this statement is true and correct.

Gary Stoyka  
Print Name

  
Signature

10/14/2005 Skagit WA  
Date, County, State

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Applicant Name: VanderVeen Family Transport - Mr. Russ VanderVeen 5446 Allison Rd., Bellingham, WA 98226

**CUSTOMER SWORN STATEMENT OF IMMEDIATE AND URGENT NEED FOR SERVICE**

Customer Name: Port of Bellingham

Address: PO Box 1677, Bellingham, WA 98227-1677

Phone Number: ( 360 ) 676-2500 Fax Number: ( 360 ) 671-4611 E-mail: \_\_\_\_\_

Describe the immediate and urgent need for the requested service:

The Port of Bellingham assumed responsibility to manage the leachate from the Airport Woodwaste landfill with the acquisition of the Georgia Pacific property. This includes furnishing a leachate pump system and meter, F/I a time recorder system, hazardous materials training and related security clearance of personnel for the removal and disposal of the leachate beginning November 1, 2005. VanderVeen Family Transport was the low bidder for this work and has been awarded the contract by the POB.

What date(s) do you need the service? beginning November 1, 2005

What do you need transported? Leachate run-off

If there is an existing company providing this service in the territory, please indicate the existing Company's name (if applicable): this service was previously managed by Georgia Pacific West Corp.

Phone Number: ( ) \_\_\_\_\_

Explain why the current company is not able to provide you service:

Property has changed ownership.

Number of days, trips, loads: 365 days a years, trips/loads dependent on weather, est. 630 loads.

Tranported from: Airport Woodwaste Landfill Bellingham, WA To: Port of Bellingham/New Whatcom Area 300 W. Laurel St., Bellingham, WA

I certify or declare under penalty of perjury under the laws of the state of Washington that the information contained in this statement is true and correct.

FRED J. SEEGER Fred Seeger 10/10/05, WHATCOM, WA.  
Print Name Signature Date, County, State

\*This form is not required to be filed for an application for temporary certificate to operate an existing certificate pending the outcome of an application to transfer permanent authority.

<b>ACORD</b> <small>TM.</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 07/25/2005
PRODUCER <b>MAPLE LEAF INSURANCE AGENCY, INC.</b> 6635 HARLOW DRIVE BREMERTON WA 98312	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED <b>VANDERVEEN, RUSSELL</b> DBA: VANDERVEEN FAMILY TRANSPORT 5446 ELLISON ROAD BELLINGHAM WA 98226	INSURERS AFFORDING COVERAGE INSURER A: <b>PROGRESSIVE NORTHERN INS CO</b> INSURER B: <b>FEDERAL INSURANCE COMPANY</b> INSURER C: INSURER D: INSURER E:	NAIC #

**COVERAGES**

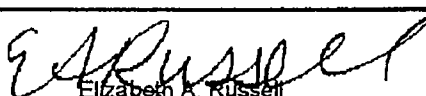
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC. <input type="checkbox"/> JECT				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$								
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> INCLUDES PHYSICAL DAMAGE <input checked="" type="checkbox"/> \$1,000 DEDUCTIBLE	02114067-3	04/25/05	10/25/05	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$								
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="0" style="width:100%; font-size: x-small;"> <tr> <td style="width: 50%;"><input type="checkbox"/> WC STATUTORY LIMITS</td> <td style="width: 50%;"><input type="checkbox"/> OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE-EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE-POLICY LIMIT \$</td> </tr> </table>	<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$		E.L. DISEASE-EA EMPLOYEE \$		E.L. DISEASE-POLICY LIMIT \$	
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E.L. DISEASE-POLICY LIMIT \$														
B		<b>OTHER: CARGO REEFER BREAKDOWN</b>	455982	08/11/04	08/11/05	<b>\$100,000 WITH \$1000 DEDUCTIBLE \$2500 DEDUCTIBLE</b>								

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**  
 SKAGIT COUNTY, ITS ELECTED OFFICERS & EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS.

SKAGIT COUNTY  
 Contract # C20050359

Page 5 of 5

<b>CERTIFICATE HOLDER</b> SKAGIT COUNTY 1800 CONTINENTAL PLACE Mount Vernon WA 98273 360-336-9478 FAX 360-419-3428 PHONE  Attention: <b>GARY STOYKA</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES  AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-size: large;">                       Elizabeth A. Russell                 </div>
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What do you need transported? Leachate run-off

If there is an existing company providing this service in the territory, please indicate the existing Company's name (if applicable): this service was previously managed by Georgia Pacific West Corp.

Phone Number: ( ) \_\_\_\_\_

Explain why the current company is not able to provide you service:

Property has changed ownership.

Number of days, trips, loads: 365 days a years, trips/loads dependent on weather, est. 630 loads.

Tranported from: Airport Woodwaste Landfill Bellingham, WA To: Port of Bellingham/New Whatcom Area 300 W. Laurel St., Bellingham, WA

I certify or declare under penalty of perjury under the laws of the state of Washington that the information contained in this statement is true and correct.

FRED J. SEEGER  
Print Name

*Fred Seeger*  
Signature

10/10/05, WHATCOM, WA.  
Date, County, State

\*This form is not required to be filed for an application for temporary certificate to operate an existing certificate pending the outcome of an application to transfer permanent authority.

**SERVICES AGREEMENT  
LEACHATE MANAGEMENT PROJECT**

**THIS AGREEMENT**, made and entered into this 12th day of Oct. 2005, by and between the **PORT OF BELLINGHAM**, having an address of 1801 Roeder Avenue, Bellingham, WA 98225, hereinafter called the "Port" and **VANDERVEEN FAMILY TRANSPORT**, a Washington corporation, having an address of 5446 Allison Road, Bellingham, WA 98226, hereinafter called "Contractor" for a project generally described as:

**LEACHATE MANAGEMENT PROJECT**

**WHEREAS**, the Contractor shall furnish all identified supplies and perform all of the work and labor in accordance with the Agreement as defined in Division 1 of the Standard Specifications for Road, Bridge, and Municipal Construction 2004 edition.

**WHEREAS**, the Contractor has represented and warranted that it has expertise in performing the services contemplated herein; and

**WHEREAS**, the Port desires to enter into an Agreement with the Contractor to perform the services contemplated herein,

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

**I. SCOPE OF SERVICES**

1. The scope of services and frequency of services to be provided by the Contractor under this Agreement is defined and identified in the Bid Solicitation for the Leachate Management Project and incorporated herein by reference.

**II. TERM**

1. This Agreement shall be in effect on a month-to-month basis **beginning November 1, 2005**, and ending on **December 31, 2006**.
2. This Agreement can be terminated by the Port upon the giving of not less than 30 days written notice of such termination. This Agreement may be terminated by either party upon thirty (30) days written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Contractor, the determination of "fail to perform in accordance with its terms" shall be in the sole judgement of the Port. In the event of termination, the Contractor shall be compensated for satisfactory services performed to the termination date. In no case, however, shall such compensation exceed the agreed upon fee as approved and amended by the Port.

LEACHATE MANAGEMENT AGREEMENT  
PAGE 2

III. COMPENSATION AND PAYMENT

1. The Contractor shall provide all labor, materials, and equipment necessary for all work. This Agreement is limited to a total expenditure of \$45,118. For the purpose of this Agreement, the Port shall pay the Contractor on a month to month basis for work performed in accordance with the Bid Proposal form (attached hereto as Exhibit "A") as follows:

Bid Item	Description	Units	Estimated Quantity	Price Per Unit	Bid Amount
1.	Mobilization and Set-up	LS	1	\$1,000.00	\$1,000.00
2.	Management of B .L Leachate	Gal.	3,800,000	\$0.0107	\$40,660.00
	<b>SUB-TOTAL:</b>				<b>\$41,660.00</b>
	<b>8.3% WSST:</b>				<b>\$3,458.00</b>
	<b>TOTAL CONTRACT AMOUNT:</b>				<b>\$45,118.00</b>

The Contractor shall obtain the prior written approval of the Port for any charges for any additional hours worked, expenses incurred, services of others retained by Contractor or the furnishing of supplies, material or equipment. Contractor shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

2. The Contractor shall submit monthly statements and a narrative progress description of services rendered acceptable to the Port. The Port shall make prompt monthly payments for work completed to the Port's satisfaction and billed before the first day of the month.

IV. GENERAL CONDITIONS

1. All federal, state and local laws applicable in the rendering of the services by the Contractor shall be complied with in all respects by the Contractor, as shall all rules and regulations of the Port and any other governmental agency. The Contractor shall register, as required by R.C.W. 23B.15.010, to do business in the State of Washington and provide proof of the same to the Port.
2. The Port may at any time and from time-to-time issue written directions within the general scope of this Agreement. If any such direction may or will cause an increase or decrease in the cost of this Agreement or otherwise effect any other provision of this Agreement, the Contractor shall immediately notify the project

LEACHATE MANAGEMENT AGREEMENT  
PAGE 3

manager and take no further action concerning those written directions unless and until such directions are reduced to writing in the form of a modification to this Agreement executed with all necessary legal formalities. No additional work shall be performed or charges incurred unless and until the Port approves in writing the modification and the increase cost thereof. Any work done in violation of this paragraph shall be at the sole expense of the Contractor.

3. Change to this Agreement may only be made by formal modification executed by duly authorized representatives of the Port and the Contractor.
4. In connection with the performance of this Agreement the Contractor shall abide by all federal and state laws relating to employment. Specifically, the Contractor shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status or handicap. The Contractor shall provide evidence of such affirmative action to the Port upon demand.
5. Before any payment is made of any sum or sums due, **Contractor** and any or all **subcontractors** must file a statement in written form satisfactory to the State Officer, certifying the rate of hourly wage paid each classification of laborer or workman employed by him on such work and further certifying that no laborer or workman employed by him of this work has been paid less than the prevailing wage rate in Whatcom County, which certificate and statement to be so filed will be verified by the other of the **Contractor** or **subcontractor** as the case may be, that he has read such statement and certificate subscribed by him, knows the contents thereof, and that the same is truly and as he verily believes.

In case of a dispute arising as to what the prevailing wage rates for work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred to arbitration by the Director of the Department of Labor and Industries of the State of Washington, and his decision shall be final and conclusive and binding upon all parties involved in the dispute.

**Contractor** acknowledges his familiarity with R.C.W. 39.12, Laws of the State of Washington, as amended by the 1991 Legislature, as the same pertains to payment of prevailing wages and agrees to comply therewith.

6. Prior to and at all times during the performance of this Agreement, Contractor shall provide Port, within 10 days of execution of this agreement, with evidence that Contractor has obtained and is maintaining the insurance, **naming the Port of Bellingham as an additional insured**, listed as follows:

LEACHATE MANAGEMENT AGREEMENT  
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- (a) Workers Compensation Insurance as required by law with an all States endorsement.
  - (b) Employers Liability Insurance (bodily injuries) with a limit of \$100,000 per occurrence with an insurance company authorized to write such insurance in all States where the Contractor will have employees located in the performance of its work covering the common law liability to such employees.
  - (c) Comprehensive General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or in behalf of Contractor with a \$500,000 combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of \$1,000,000.
  - (d) The Contractor shall furnish the Port with two (2) copies of Certificates of Insurance, evidencing policies required in the above paragraphs and evidencing policies of insurance required above for its subcontractors within 10 days of contract execution or retention of sub-consultant. Such Certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Port at least sixty (60) days written notice in the event of cancellation or material changes in any of the policies and shall **name the Port of Bellingham as an additional Insured**. The Certificate of Insurance shall give a brief description of the work being performed under this Agreement.
  - (e) The Contractor shall indemnify and hold the Port harmless from and against all costs and losses, and all claims, demands, suits, actions, payments and judgments, arising from personal injury or otherwise, brought or recovered against the Port by reason of any negligent act or omission of Contractor, its directors, officers, agents or employees, in execution or guarding of the work, including any and all expenses, legal or otherwise, incurred by the Port or its representatives in the defense of any claim or suit.
7. Both parties have participated in drafting this Agreement and any ambiguity in any paragraph herein shall be interpreted as to give fair meaning to the entire Agreement.
8. Port acknowledges that Contractor is not responsible for the creation or presence of contamination or pollution, if any, at the property, except to the extent that such a discharge release or escape is caused by the negligent act or failure to act of Contractor. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the

LEACHATE MANAGEMENT AGREEMENT  
PAGE 5

property. Contractor will promptly notify Port of contamination conditions, if identified.

- 9. Any reports, documents, questionnaires, records, information or data given to or prepared or assembled by the Contractor under this Agreement which the Port requests to be kept confidential shall not be made available by the Contractor to any individual or organization by the Contractor without prior written approval of the Port except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement. No reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- 10. This is the entire agreement between the parties. There is no other oral or written understanding between the parties concerning this matter. The Contractor specifically understands that no Port employees other than the project manager or his/her supervisors are authorized to direct the work of the Contractor.
- 11. The representations and warranties herein shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**VANDERVEEN FAMILY TRANSPORT:**

By: Russell Vander Veen

Title: Owner

Contractors License U.B.I 601 537 052

Date signed: October 12, 05

**PORT OF BELLINGHAM**

By: 

Title: James S. Darling  
Executive Director

Date signed: Oct. 13, 2005



**PORT OF BELLINGHAM**  
**PROPOSAL FORM**

PORT OF BELLINGHAM  
1801 ROEDER AVENUE  
BELLINGHAM, WA 98225

- BIDS** - Having carefully examined the site, bid documents, and Plans and Specifications for the Leachate Management Project Airport Woodwaste Landfill, Bellingham, Washington, the undersigned proposes to furnish all labor, materials and equipment required to perform all work in accordance with the above named documents for the following price;

**BID ITEMS:**


Bid Item	Description	Units	Estimated Quantity	Price Per Unit	Bid Amount
1.	Mobilization and Set-up	LS	1	\$1,000	\$ 1,000 ✓
2.	Management of BLI Leachate	Gal.	3,800,000	\$0.0107	<del>\$40,660</del> \$40,660 ✓
	<b>SUB-TOTAL:</b>				\$41,660 ✓
	<b>8.3% WSST:</b>				\$ 3,458 ✓
	<b>TOTAL BID AMOUNT:</b>				\$45,118 ✓

- PROPOSAL GUARANTY** - Accompanying this proposal is a Proposal Guaranty in accordance with the Standard Specifications and in the amount of five percent (5%) of the total bid amount.
- WITHDRAWAL** - The above proposal will not be withdrawn within thirty (30) days after the actual date of the opening hereof.
- BID PROPOSAL DOCUMENTS** - All material submitted in support of this bid will be kept by the Port as part of its records and therefore subject to all applicable law, including the Public disclosure Act. The Port reserves the right to retain all materials received in its records. In addition, the Port reserves the right to declare a bid non-responsive if the bidder designates material in a manner inconsistent with its inclusion in the records of the Port such as prohibiting the Port from retaining a copy of the material or requiring some treatment of the records other than as provided by law.

**PORT OF BELLINGHAM**  
**PROPOSAL FORM (con't.)**

5. **CONTRACT**- If the undersigned be notified of acceptance of this Proposal within thirty (30) days of the time set for opening of bids, he agrees to execute a contract for the above stated sum, and shall give a 100% Performance and Payment Bond as required by law and that he will begin work within ten (10) days after Notice to Proceed.

6. BUSINESS LICENSE NO.  
EMPLOYER IDENTIFICATION NO.

 UBI 601-537 052  
535-82-2108

7. **ADDENDA** - Receipt of Addenda(s) numbered 1 is hereby acknowledged.

CONTRACTOR -

VANDERVEEN Family Transport

SIGNED -

Russell Vand. Veen

RUSSELL VanderVeen owner

Print name and title

ADDRESS -

5446 Allison RD  
Bellingham, WA  
98226

TELEPHONE -

360-410-7171

DATE -

9-21-05

NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING BID DOCUMENTS.

## 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 5<sup>th</sup> day of the following month. If no leachate/condensate was hauled, the contractor will report to the Public Works Department by the 5<sup>th</sup> 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 22<sup>nd</sup> 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:

Approved as to Form:

Melissa Collins, Assistant  
JeAnne Geisbrecht, Clerk of the Board

[Signature]  
Civil Deputy

SKAGIT COUNTY

Contract # C20050359



# APPLICATION FOR CERTIFICATE TO OPERATE AS A SOLID WASTE COLLECTION COMPANY UNDER CHAPTER 81.77 RCW

**RECEIVED**

OCT 07 2005

WASH. UT. & TP. COMM

This application packet contains the following information:

- Application Forms
- Sample Standard Tariff Format
- WAC 480-70 – Rules Relating to Solid Waste Collection Companies
- “Your Guide to a Satisfactory Safety Rating”

You may not begin operations as a solid waste collection company until you are granted authority and a solid waste certificate is issued to you. Applications are subject to public notice and protest and may be set for hearing.

You must file and maintain Public Liability and Property Damage Insurance (Form E) with the Washington Utilities and Transportation Commission (Commission) covering each vehicle operating under your solid waste certificate in the state of Washington. Insurance or bond minimum limits are:

Vehicles less than 10,000 GVWR	\$300,000 combined single limit of public liability and property damage insurance (Form E)
Vehicles 10,000 GVWR and more	\$750,000 combined single limit of public liability and property damage insurance (Form E)
Transport quantities of biomedical waste not subject to federal regulation	\$1,000,000 combined single limit coverage (Form E)
Transport quantities of hazardous or biomedical waste that are subject to federal regulation	The federal minimum combined single limit coverage (see Title 49 CFR Part 387.301 & 303)

You may contact our Licensing Services and Compliance staff for assistance at 360-664-1222. The Commission has a policy of providing equal access to its services. If you need special accommodations, please call 360-664-1133 or TTY 360-586-8203.

Please submit application forms, appropriate attachments and proof of insurance to the address below:

Washington Utilities and Transportation Commission  
 1300 S. Evergreen Park Drive S.W.  
 P.O. Box 47250  
 Olympia, Washington 98504-7250

If paying by credit card, you may fax your application to: 360-586-1181 or mail it to the address listed above.

Please refer to our website [www.wutc.wa.gov](http://www.wutc.wa.gov) for WORD and PDF versions of the application, standard tariff format, adoption notice, etc.