

**CONTRACTOR ORIGINAL**

**RENEWAL NO. 2**

**TO**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN WHATCOM COUNTY AND  
VANDERVEEN FAMILY TRANSPORT INC.  
FOR CEDARVILLE LEACHATE HAULING SERVICES**

WHATCOM COUNTY  
CONTRACT NO.  
200612041-2

**WHEREAS**, AN AGREEMENT (Whatcom County Contract No. 200612041) was entered into between Whatcom County and VanderVeen Family Transport on December 20<sup>th</sup>, 2006 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. 200612041 allows for an extension of up to two additional one-year periods through December 31, 2009, by mutual agreement of the parties and,

**WHEREAS**, Whatcom County and VanderVeen Family Transport mutually agreed to terms of the original contract No. 200612041 and subsequently renewed said contract on December 12, 2007 with a minor increase in costs from \$0.0189 to \$0.0191 per gallon of leachate hauled;

**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<sup>st</sup>, 2009 and the consideration remain at \$0.0191 per gallon of leachate hauled and discharged 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 \$0.0191 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. In determining the rate originally, the contractor utilized a fuel cost of \$3.05 per gallon of diesel for the hauling of leachate which represents 5% percent of the total rate for hauling and discharge of leachate. The present rate above reflects a diesel price of \$3.70 per gallon. 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.

Changes to the hauling rate in response to fluctuating fuel costs will be at the discretion of the County.

Amount of compensation will not exceed \$30,000 for the year 2009.

TIME SCHEDULE:

This Renewal to the Agreement shall add to the original one-year term a third year beginning January 1, 2009, and shall continue in effect through December 31, 2009. The aforementioned date shall be considered the date for the start of services as contained herein regardless of the date of signatures.

This Renewal 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.

**EXHIBIT "B"**  
(COMPENSATION)

**CONSIDERATION**

As consideration for the services provided by the Contractor, the County agrees to compensate the Contractor at a rate of \$0.0191 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. In determining the rate originally, the contractor utilized a fuel cost of \$3.05 per gallon of diesel for the hauling of leachate which represents 5% percent of the total rate for hauling and discharge of leachate. The rate noted above (\$0.0191) is based upon a diesel price of \$3.70 per gallon. 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 compensation will not exceed \$30,000 for the year 2009

**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.

**IN WITNESS WHEREOF**, the parties have signed this Renewal No. 2 to the agreement for leachate hauling and discharge services, this 4 day of November, 2008.

CONTRACTOR – VanderVeen Family Transport

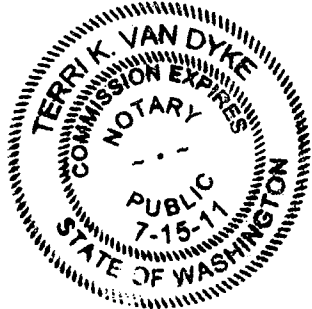
Russell VanderVeen

By: Russell VanderVeen

Title: President

STATE OF WASHINGTON )  
COUNTY OF WHATCOM ) ss.

On this 7<sup>th</sup> day of November, 2008, 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.



Terry K. Van Dyke  
NOTARY PUBLIC in and for the State of  
Washington, residing at Whatcom County  
My commission expires: 7-15-11

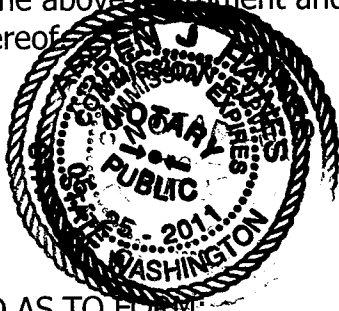
WHATCOM COUNTY

Pete Kremen

PETE KREMEN  
County Executive

STATE OF WASHINGTON )  
COUNTY OF WHATCOM ) ss.

On this 20<sup>th</sup> day of November, 2008, 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.



Aiden Haines  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellingham  
My commission expires: 05-25-2011

APPROVED AS TO FORM:

DEPARTMENTAL APPROVAL:

Daniel L. Gibson  
Daniel L. Gibson, Senior Civil Deputy  
Prosecuting Attorney

Frank M. Abart  
Frank M. Abart, Director, Public Works