

**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.

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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
	SUB-TOTAL:				\$41,660.00
	8.3% WSST:				\$3,458.00
	TOTAL CONTRACT AMOUNT:				\$45,118.00

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

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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:

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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

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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 VanderVeen

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	\$40,660 \$40,660 ✓
	SUB-TOTAL:				\$41,660 ✓
	8.3% WSST:				\$ 3,458 ✓
	TOTAL BID AMOUNT:				\$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. UBI 601-537 052
EMPLOYER IDENTIFICATION NO. 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.