

## VENDOR SERVICES AGREEMENT

Skagit County, through the Department of Public Works (hereinafter referred to as County) and VanderVeen Family Transport, Inc. (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 pumping the leachate from the leachate pretreatment facility at Inman Landfill and hauling the leachate for disposal at one of the two wastewater treatment facilities noted below, as necessary or when directed. 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 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.

The Contractor 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 \$30,000.00, chargeable to GL expenditure code(s) #120 587034700 and other codes as necessary.

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, 2008 and continue until June 30, 2010. At the sole discretion of the County, this contract may be extended for one additional year until June 30, 2011. 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.

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 officials, 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

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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.

CONTRACTOR

Russell J VanderVeen  
Russell J. VanderVeen, Owner

Date: 6-19-08

Mailing Address: VanderVeen Family Transport, Inc  
5446 Allison Road  
Bellingham, WA 98226  
Telephone No.: (360) 410-7171

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IN WITNESS WHEREOF, the parties have executed this Agreement this 22<sup>nd</sup> day of July, 2008.

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Don Munks  
DON MUNKS, Chairman

Kenneth A. Dahlstedt  
KENNETH A. DAHLSTEDT, Commissioner

Sharon D. Dillon  
SHARON D. DILLON, Commissioner

For contracts under \$5,000:

By: \_\_\_\_\_  
County Administrator  
(Authorization per Resolution R20030146)

Recommended:

By: Jim Vetter  
Department Head

By: Lisha Togni  
Budget & Finance Director

Approved as to Indemnification:

By: Brieie Kadmas  
Risk Manager

Approved as to Form:

By: [Signature]  
Deputy Prosecuting Attorney

Attest:

By: Anne Ciesbrecht  
Clerk of the Board

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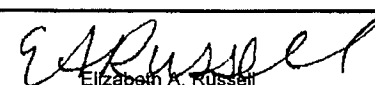
<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 04/25/2008
PRODUCER Phone: (360) 479-5707 Fax: 360-479-5880 MAPLE LEAF INSURANCE AGENCY, INC. 6635 HARLOW DRIVE BREMERTON WA 98312	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED VANDERVEEN FAMILY TRANSPORT INC C/O RUSSELL VANDERVEEN 5446 ALLISON ROAD BELLINGHAM WA 98226	INSURER A: <b>NORTHLAND INSURANCE CO.</b>	
	INSURER B: <b>RED SHIELD INS. CO</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**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	CLP010943	10/12/07	10/12/08	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS-COMPIOP AGG. \$ 1,000,000
A		AUTOMOBILE LIABILITY	TN600168	04/25/08	04/25/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
						\$
						\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.I. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.I. DISEASE-EA EMPLOYEE \$
						E.I. DISEASE-POLICY LIMIT \$
		OTHER:				

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

<b>CERTIFICATE HOLDER</b> SKAGIT COUNTY 1800 CONTINENTAL PLACE Mount Vernon WA 98273 360-336-9478 FAX 360-336-9400 PHONE  Attention: JANICE	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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  Elizabeth A. Russell
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SKAGIT COUNTY  
Contract # C20080464

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**SKAGIT COUNTY**  
**Department of Public Works**  
 1800 Continental Place  
 Mount Vernon, WA 98273-5625  
 (360) 336-9400

LETTER OF TRANSMITTAL

DATE July 28, 2008  
 ATTENTION: Russ Vanderveen  
 RE: Vendor Services Agreement with VanderVeen Family Transport, Inc and Skagit County Public Works for the pumping, transfer, and discharge of leachate/ condensate from Inman Landfill.

FAX (360) 336-9369

TO: Russ Vanderveen  
 Vanderveen Family Transport, Inc.  
 5446 Allison Road  
 Bellingham, WA 98226

WE ARE SENDING YOU THE FOLLOWING ITEMS:  Attached with this letter  Under separate cover via  
 Shop drawings  Prints  Plans  Samples  Specifications  Copy of letter  
 Change Order  Copy of your contract  W-9 (Blank)  Sample Insurance Document  
 Washington State Prevailing Wage scales for Public Works Contracts in Skagit County  
 Statement of Intent to Pay Prevailing Wages  Other \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1	July 22, 2008		Vendor Services Agreement with VanderVeen Family Transport, Inc and Skagit County Public Works for the pumping, transfer, and discharge of leachate/ condensate from Inman Landfill.

THESE ARE TRANSMITTED as checked below:

For approval  Approved as submitted  Resubmit  copies for approval  
 For your use  Approved as noted  Submit  copies for distribution  
 As requested  Returned for corrections  Return  corrected prints  
 For review and comment  Return  signed copies  
 For bids due \_\_\_\_\_, 20\_\_\_\_  Prints returned after loan to us

REMARKS:

Should you have any questions, please call (360) 336-9400 ext 3148. Thank you.

SIGNED:   
 Samantha Clark, Administrative Assistant

COPY TO:  
 File

*If enclosures are not as noted, kindly notify us at once.*