

CONTRACT FOR PROFESSIONAL SERVICES

SKAGIT COUNTY (hereinafter referred to as County) and 01103

WESTERN SERVICES, INC. (hereinafter referred to as Contractor), whose address is: 811 NORTH 8TH STREET LYNDEN, WA 98264 for

and in consideration of the mutual covenants and benefits herein do hereby agree as follows:

1. Contractor will provide the following service at such time and in such manner as directed by County. The services shall consist of:
 2. Per Exhibit "A", contract documents entitled: "PUMP, TRANSFER, AND DISCHARGE LEACHATE FROM INMAH LANDFILL TO ONE, OR ALL OF THREE WASTEWATER TREATMENT FACILITIES"; Skagit County, Washington, 1991.
2. County will compensate Contractor at the rate as specified below:

Per Exhibit "B" - Resolution No. 13097
3. The parties agree that Contractor is an independent Contractor and not an employee nor agent of 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 or agent of County.
4. The Contractor hereby agrees to save the County harmless from all loss or damage occasioned to it or to any third person or property by reason of any acts or omissions on the part of the Contractor, sub-contractors, agents, employees, or persons working directly or indirectly in the performance of the Contract including joint acts or omissions and shall, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the County by any third party alleging injury by reason of such acts or omissions, and will pay any judgment which may be obtained against the County in such suit.
5. This Contract shall commence on 8/1/91, and continue until 12/31/92, or until sooner terminated. The County may terminate this Contract by giving fifteen (15) days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the Contractor's last known address.
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.

"APPROVED

Eff. 11/8/93

LSN _____

LAA _____

Docket _____

Other P 02 16/9

By [Signature]

By [Signature]
 Other _____
 Docket MVA 1/2/93
 LAA _____
 LSN _____
 Eff. 1/20/93
APPROVED

Page 2 of 2
Professional Services Contract

8. Contractor agrees to furnish the County evidence of and name the County additional insured to comprehensive general and professional liability insurance in the amount of \$2,000,000.00 per occurrence, single limit for personal injury and property damage for the protection of the County, its elected officials, officers, agents, and employees against liability, claims related costs, and defense costs because of personal injury, bodily injury, death, or damage to property. Contractor will furnish the County with a certificate of insurance evidencing the above requirement prior to commencing any activities related to this contract.

DATED this 9th day of September, 1991.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

W. W. Vay
Chairman

Robert Lybke
Commissioner

Commissioner

ATTEST: Stephanie Wood
Clerk of the Board

APPROVED AS TO FORM:
John Moffat
John Moffat, C.C.D.

APPROVED AS TO INDEMNIFICATION:
David Fleming
David Fleming, A.H.

PRESENTED BY:
[Signature]
County Department Head

"APPROVED

Eff. 11/8/93

LSN _____

LAA _____

Docket _____

L:CTAS:007,0-1-91

Other MVG 1667

By [Signature]

CONTRACTOR: Firm Name and Address

WESTERN SERVICES, INC.

811 NORTH 8TH STREET

LYNDEN, WA 98264

DATED: Aug 20, 1991

BY: MR. NICK VADALEN
(Print/Type Name of Officer)

Michael VanDalen
(Signature)

APPROVED

Eff. 1/20/95

LSN _____

LAA _____

Docket MVG ok 1733

Other _____

By [Signature]

RESOLUTION NO. 15032

BID AWARD RECOMMENDATION

PUMP, HAUL and DISCHARGE LEACHATE from INMAN LANDFILL TO ONE, OR ALL OF THREE (3) Wastewater Treatment Facilities (i.e.: Buddington, Mount Vernon, and Anacortes).

WHEREAS, the Board of Skagit County Commissioners deems it advisable to award a bid to a Contractor to Pump, Haul, and Discharge Leachate from Inman Landfill; and,

WHEREAS, on the 7th day of June, 1993, the Board did, by Resolution No. 14888, instruct the Clerk of the Board to issue a Call for Bids for this service, with a bid opening of June 30, 1993 at 1:30 p.m., or as soon as possible thereafter; and,

WHEREAS, said Call for Bid was issued and published in the Skagit Argus and the Journal of Commerce on June 9th, 16th and June 23, 1993, and as a result of these publications, five (5) bids were received as follows:

<u>Contractor:</u>	<u>Cost to County:</u>
Sumas Transport, Inc.	\$53,800.00
Western Services, Inc.	\$63,000.00
Cleaning and Pumping Specialists	\$75,787.50
LTI	\$93,000.00
Foss Environmental Services Co.	\$174,000.00

WHEREAS, after review of the Bids the Department of Public Works recommends award of the Bid to Sumas Transport, Inc. of Bellingham, Washington, for the total amount of \$53,800.00 paid to the Contractor per the specifications contingent on the following:

1. Sumas Transport's receiving the necessary license for the hauling of Leachate from Inman Landfill. The time frame allowed for this to occur is until the Washington Utilities and Transportation Commission rules on the matter.
2. Skagit County will play no part in the matter of Sumas Transport's acquisition of the necessary license.

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED that the Bid of Sumas Transport, Inc. of Bellingham, Washington is hereby accepted as stipulated herein.

WITNESS OUR HANDS and official Seal of our Office this ²⁷th day of September, 1993.



BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Robert Hart
ROBERT HART, Chairman

Harvey Wolden
HARVEY WOLDEN, Commissioner

Robby Robinson
ROBBY ROBINSON, Commissioner

ATTEST:

Stephanie Wood
Clerk of the Board

APPROVED AS TO CONTENT:

Rich Medved
RICH MEDVED, Director Public Works

leachate-haul.res / kk/9/93

"APPROVED

Eff. _____

LSN _____

LAA _____

Docket _____

Other _____

By _____

**Leachate Pumping & Transfer Bid Proposal
June 1993**

Skagit County will monitor the level of leachate in the Inman leachate pretreatment facility and will notify the Contractor of the need for service. It will be the responsibility of the Contractor to respond and provide service within two (2) hour of notification. In the event that the Contractor does not respond within the required time, the County may acquire alternate service and deduct the costs from any payments due to the Contractor.

Skagit County shall be responsible for all applicable disposal fees.

No work shall be subcontracted without the written consent of the County.

TERM OF CONTRACT

The term of the contract shall be from July 6, 1993 through December 31, 1994, unless terminated by the County. The County also reserves the right to extend the contract on a yearly basis to a maximum of three (3) additional years. It is agreed that the contract shall be reviewed annually, and wages and equipment costs will be adjusted as appropriate, based on substantiated economical factors at that time. Should any unforeseen condition arise, the right to negotiate these items shall be open to the Contractor and to the County upon written notice. All, or any portion of this contract may be terminated by the Board of County Commissioner's upon giving the Contractor fifteen (15) days written notice.

Failure to supply sufficient properly skilled workmen, equipment, or materials, and/or failure to prosecute the work to prompt completion, and/or failure to perform any of the obligations of the contract as determined by the Engineer, shall be sufficient reason for termination of the contract upon fifteen (15) days written notice from the County.

PAYMENT

Payment for work performed shall be on a monthly basis. This payment shall be made the month following the satisfactory performance of the work based on invoices from the Contractor, and as approved by the Engineer. Payment shall be per gallon of leachate pumped, transferred and discharged. The price paid per gallon shall include all labor, materials, equipment, and incidentals necessary to perform the work described in these specifications.

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SKAGIT COUNTY (hereinafter referred to as County) and 01103

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Contractor), whose address is: 811 NORTH 8TH STREET
LYNDEN, WA 98264 for

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Per Exhibit "B" - Resolution No. 13097

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"APPROVED

Eff. 11/8/93

LSN _____

LAA _____

Docket _____

Other ^{P.02} 16/9

By [Signature]

10-29-1993 02:10PM *ris x 2-pw*

Page 2 of 2
Professional Services Contract

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John Moffat, C.C.D.

APPROVED AS TO INDEMNIFICATION:
David Fleming
David Fleming, A.E.

PRESENTED BY:
[Signature]
County Department Head

"APPROVED

Eff. 11/8/93

LSN _____

LAA _____

Docket _____

L:CPAS:REV:8-4-91

Other MVG
1667

By [Signature]

CONTRACTOR: Firm Name and Address

WESTERN SERVICES, INC.

811 NORTH 8TH STREET

LYNDEN, WA 98264

DATED: Aug 20, 1991

BY: MR. MICK VADALEN
(Print/Type Name of Officer)

Michael Vadalen
(Signature)

RESOLUTION NO. 15032

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WHEREAS, on the 7th day of June, 1993, the Board did, by Resolution No. ~~14828~~, instruct the Clerk of the Board to issue a Call for Bids for this service, with a bid opening of June 30, 1993 at 1:30 p.m., or as soon as possible thereafter; and,

WHEREAS, said Call for Bid was issued and published in the Skagit Argus and the Journal of Commerce on June 9th, 16th and June 23, 1993, and as a result of these publications, five (5) bids were received as follows:

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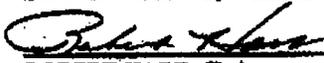
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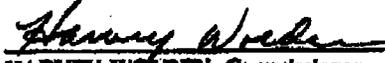
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BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

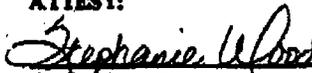

ROBERT HART, Chairman


HARVEY WOLDEN, Commissioner

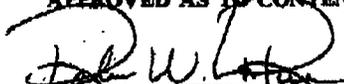

ROBBY ROBINSON, Commissioner



ATTEST:


Clerk of the Board

APPROVED AS TO CONTENT:


RICH MEDVED, Director Public Works

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"APPROVED

Eff. _____

LSN _____

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Docket _____

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By _____

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