



# Biosolids Hauling And Grit Hauling

## Contract No. 153538

This contract is made and entered into this 1st day of August, 2006 between King County, a home rule charter county of the state of Washington and Great Western Contractors, Inc. of Covington, Washington and for their heirs, assigns and legal representatives.

The parties hereby agree to the terms and conditions contained herein effective on the date noted above.



Finance and  
Business Operations Division  
Procurement and Contract Services Section  
Department of Executive Services

Date: Jan 28, 2007  
Change Order No. 1

Contract No 153538 Title: Biosolids Hauling and Grit Hauling  
Contractor: Great Western Soil Conditioners Inc. (GWSC)

**Description of Change:** Extend contract for three additional years starting August 1, 2004. KC will directly pay for fuel through a card key system and reimburse insurance costs as described in the attached addendum.

**Reasons for Change:** GWSC is experiencing increased costs to operate the trucks that are no longer new. Due to changes in the insurance industry and the impacts of September 11, 2001, the cost for truck insurance has substantially increased.

Cost Data:  Additive  Deductive  No Cost Change  
 Unit Price  Lump Sum  Time and Expense

**Cost:** In order to fairly represent the cost of insurance the parties have agreed to have KC reimburse GWSC for the actual cost of insurance with increased limits. The monthly fixed rate will be adjusted to \$30,177.50, the variable cost per ton for the 100 mile base rate will be adjusted to \$9.48 and the haul cost per load to haul grit will be \$117. All costs are described in the attached addendum.

Contract Completion Date: extended to July 31, 2007

This proposal and acceptance shall constitute and become a part of this contract subject to all conditions contained therein, as modified by this change order.

Approved by:

Accepted By:

King County Department of  
Finance

Diana R. Leach

Signature

6-10-04

Date Approved

GREAT WESTERN SOIL CONDITIONERS, INC.

Contractor

[Signature]

Signature

PRESIDENT

Title

5-27-04

Date Accepted

All terms, conditions, specifications and requirements of the Contract and its prior amendments shall remain unchanged and in full effect, except as amended herein.

FOR OFFICIAL USE ONLY  
Docket: TG-051406  
Effective Date: 02/06/06



King County

Procurement  
Business Operations  
Procurement Services  
Department of Finance  
EXC-01-0825  
Exchange Building, 8th Floor  
821 Second Avenue  
Seattle, WA 98104-1598  
**206-684-1681**  
206-684-1147 Fax  
TTY Relay: 711  
www.metrokc.gov

May 25, 2004

Great Western Soil Conditioners, Inc.  
9418 Old Highway 99 South  
Olympia, WA 98501

Dear Mr. Daniel O'Neill,

King County wishes to extend your existing Contract for an additional three (3) years period (or depending upon funds appropriation) under the same terms, conditions unless modified by the attached change order. With this extension, your Contract # 153538 issued for Biosolids Hauling and Grit Hauling Services, would be extended through July 31, 2007.

**A current Performance Bond or Letter of Credit, a Certificate of Insurance and the Endorsement naming King County as additional insured is required for this extension.**

Great Western will do everything within its control to supply the above instruments to King County prior to August 1, 2004. King County also recognizes the time required to finalize the Performance Bond or Letter of Credit and will work with Great Western to be flexible if necessary.

If you consent to the extension of your current Contract, please complete this form below and return fax (206) 684-1470 to my attention as soon as possible.

King County will issue a Change Order upon approval of the extension.

Please direct questions to me at (206) 684-1055 or fax number 206-684-1470.

Sincerely,

*Ovita Bonadie*  
Ovita Bonadie  
Buyer

The undersigned hereby agrees to extend King County's existing Contract for three additional years (or depending upon funds appropriation). This extension is entered into under the same terms, conditions and pricing as currently in effect or as modified, as attached through a Change Order issued by King County.

FIRM NAME: GREAT WESTERN SOIL  
CONDITIONERS, INC  
Name: (Printed) DANIEL O'NEILL  
Signature: Daniel O'Neill

Date: 5-27-09  
Title: PRESIDENT

**FOR OFFICIAL USE ONLY**  
Docket: TG-051406  
Effective Date: 02/06/06

## PURCHASE ORDER GENERAL TERMS AND CONDITIONS

**Applicability and Federal Grant Contract:** If the Federally Funded statement is on the front side of this document, then this contract is funded in part by a contract between King County and the U.S. Department of Transportation. The vendor shall comply with applicable terms and conditions in the contract between the U.S. Department of Transportation and King County. Upon request, the purchasing agent will provide applicable contract terms and conditions.

**Acceptance/Changes:** All goods or materials purchased hereunder are subject to approval by King County (King County Department of Finance). Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this purchase order, whether held by King County or returned, will be at Vendor's risk and expense. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

**Assignments:** The provisions or monies due under this purchase order shall only be assignable with prior written consent of King County.

**Claims and Encumbrances:** Vendor warrants and represents that all goods and materials delivered hereunder shall be free and clear of all liens, claims or encumbrances of any kind.

**Applicable Law and Forum:** Except as hereinafter specifically provided, this purchase order shall be governed by and construed according to the laws of the State of Washington (Revised Code of Washington, RCW). Any suit arising herefrom shall be brought in King County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

**Legal Regulations and Relations:** The Vendor shall comply with King County resolutions and regulations applicable under this purchase order. This purchase order shall be binding upon and inure to the benefit of the successors of the parties. To the maximum extent permitted by law, the Vendor shall indemnify and hold King County and its officers, principals, agents and employees harmless from any liability whatsoever for any injuries to persons or property arising out of the performance of this purchase order; provided, however, the indemnification shall not apply in the event of King County's sole negligence. The Vendor specifically assumes potential liability for actions brought by the Vendor's own employees against King County and for that purpose the Vendor specifically waives any immunity under the workers compensation act, RCW Title 51; and the Vendor acknowledges that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. In case, suit or legal proceedings shall be brought sustained by any person or property as a result of the performance of this purchase order, the Vendor agrees to assume the defense thereof and to pay all expenses connected therewith. In the event that any lien is placed upon the property of King County or any of its officers, principals, agents or employees as a result of such suits, the Vendor agrees to at once cause the same to be dissolved and discharged by giving bond or otherwise.

**Off-Shore Items:** In accordance with Chapter 39.25 RCW, upon completion of this order and upon request by King County, Vendor shall furnish a certified statement setting forth the nature and source of off-shore items in excess of \$2,500 which have been utilized in the performance of this purchase order.

**Change Orders:** Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

**Payments, Cash Discount, Late Payment Charges:** Payment will not be processed nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. An invoice to be complete must contain the following information: Ship to Address, Mailstop, Requester's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, Description, and Unit Price as stated on the purchase order. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

**Washington State Sales Tax:** All vendors licensed to do business in Washington State must bill King County for applicable sales tax. All vendors not licensed to do business in Washington State will not bill sales tax, but King County will pay applicable use tax directly to the state. King County is exempt from sales taxes in purchases of diesel fuel, vanpool vehicles and Rule 171 construction contracts.

**Shipping and Shipping Instructions:** All shipments must contain a packing slip and a copy of the invoice. The packing slip shall have the Vendor and King County part number and a complete description of the item. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Vendor to make delivery to that location at no additional charge.

**Warranty:** The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. All products determined by King County to be defective shall be replaced within 15 days of notice by King County. All costs of replacement, including shipping charges shall be borne by the Vendor. Test inspections, review of specifications or plans, payment, or acceptance by King County do not constitute a waiver, modification, or exclusion of any express or implied warranties or any rights under this purchase order or law.

**Title VI of the Civil Rights Act of 1964:** The Vendor agrees to comply with, and assure the compliance by its contractors and sub-contractors under this purchase order, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. part 2000(d); U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

**Access Requirements for Individuals with Disabilities:** The Vendor agrees to comply with and assure that any third party contractor under this purchase order complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. part 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. part 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. part 1612; and all other applicable state and federal regulations and amendments.

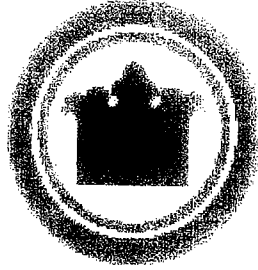
**Audit, Inspection and Record Retention:** The Vendor agrees to permit King County, the United States Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records pertaining to this purchase order, and to audit the books, records, and accounts involving this purchase order. All records shall be retained by the Vendor for a period of three years after final payment.

**Energy Conservation:** The Vendor and all sub-contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. part 6321 et seq.

**Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:**

- 52.252-2 Clauses Incorporated By Reference (Apr. 1984) This purchase order incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Purchasing Agent will make their full text available.
- 52.203-1 Officials Not to Benefit (Apr. 1984)
- 52.219-8 Utilization of Small Business Concerns & Small Disadvantaged Business Concerns (Feb. 1990)
- 52.222-4 Contract Work Hours & Safety Standards Act - Overtime Compensation - General (Apr. 1984)
- 52.222-26 Equal Opportunity (Apr. 1984)
- 52.222-36 Affirmative Action for Handicapped Workers (Apr. 1984)
- 52.223-2 Clean Air and Water (Apr. 1984)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Nov. 1991)
- 52.223-6 Drug-Free Workplace (Jul. 1990)
- 52.223-3 Buy American Act - Supplies (Jan. 1994)
- 52.2433-1 Changes - Fixed Price (Aug. 1987) A1, II or III as appropriate
- 52.241-64 Preference for Privately Owned U.S. Flagged Commercial Vessels (Apr. 1984)
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr. 1984).

**Order of Precedence:** When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the resulting contract shall control.



## Purchase Order

**TO:** Unknown

**Fax:** 3607543301

**Phone:**

**Company:** GREAT WESTERN S

**FROM:** AUSTINC

**Fax:** 2066841470 Phone

2062633746**Company:** King County

**Email:** Cynthia.Austin@metrokc.gov

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### NOTES:

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**Date and time of transmission:** Tuesday, June 29, 2004 1:47:42 PM

**Number of pages including this cover sheet:** 04

*FOR OFFICIAL USE ONLY*  
*Docket: TG-051406*  
*Effective Date: 02/06/06*

CHANGE ORDER #1

## Biosolids Hauling And Grit Hauling Contract No. 153538

The following sections or parts of sections will be modified as follow.

### 1-7 Use of Storage Facility

- A. For operations from the WPTP, the Contractor shall be allowed to utilize the storage and maintenance facility (hereinafter "Storage Facility") at 6640 Ellis Avenue in Seattle, Washington located at the north end of the King County Airport for the sole purpose of maintaining and staging trucks and trailers used to provide service to from the County's treatment plants. The Contractor may, at its sole cost and expense, provide a drive through automatic truck wash at this location for the purpose of rinsing/washing the trucks and trailers. All utilities at this Storage Facility shall be the responsibility of the Contractor. All modifications to this site shall receive approval from the King County Airport management.
- B. If the Contractor hauls from the RTP, the Contractor can utilize at no cost the County's 20-foot-long insulated storage container, which includes power located in the truck staging area. The Contractor must keep the storage areas clean at all times. The Contractor will maintain the container in good appearance and repair on the exterior with a paint color to be approved by the County. The Contractor may, at its sole cost and expense, provide a drive through automatic wash at the existing wash area. Pressure pumps and associated equipment may be installed by the Contractor in the container.

### 1-15 Haul Cost

- A. The Haul Cost is separated into a monthly payment for fixed costs for those costs that are ongoing plus a payment for variable costs per wet ton which depends upon the miles driven as calculated by the biosolids tariff and set forth on the Proposal Price Form.

**The Fixed Cost will include only the such costs of as**

- **Administrative Support overhead that will include**
  - oversight management costs
  - office support staff, office supplies,
  - Phones / communication system
  - inside and outside accounting,
  - legal services
  - B & O Taxes
  - Payroll related taxes for all management and support staff including dispatcher
  - Health Care insurance for all management and support staff including dispatcher
- **Insurance required by this contract, overhead**
- **Leased or purchased equipment and**
- **Utilities (including electricity, sewer, water and phone), other fixed costs that do not change.**

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Dispatch Labor

Other fixed costs

Employee Insurance (to allow and operate a 10% profit)

Profit

The Variable Cost will be used as the basis for calculating the actual rate per wet ton to each of the end use sites based upon the actual constructive miles driven.

**The Variable Cost will only include all other costs per ton for hauling based on constructive miles driven**

**Fixed Portion subject to the CPI adjustment**

- **Driver labor**
  - Payroll related taxes
  - Health Care insurance
- **Maintenance Labor**
  - Payroll related taxes
  - Health Care insurance
- **Maintenance Parts**
  - Brake parts
  - Transmissions (including clutch)
  - Rear ends
  - Engine
  - Electrical
  - Tarps
  - Hydraulics
  - Other truck and trailer operating costs (ie, other component parts of the vehicles including running gear, windows, towing, body repair, ect.)
- **Shop Supplies**
- **Tires**
- **B & O Taxes**
- **Utilities and Transportation Taxes**
- **Profit and**

**Portion Subject to quarterly fuel adjustment**

- **There will be no quarterly adjustments since King County will pay for fuel directly.**

- B. An additional Fixed Cost per month may be added if the County elects to have the Contractor finance and supply additional haul equipment. The cost of the equipment will be based upon a competitive bid from competing suppliers and calculated using a 10 year life cycle.
- C. Starting August 1, 2000 the Contractor shall use their own equipment for hauling services from the Renton Treatment Plant until King County's vehicles are placed in service. The Contractor will be allowed the current base rate of \$11.54 per ton for 50 miles based on RFB 90-103, and a surcharge of \$5.00 per ton (not subject to mileage factors) on a per ton hauled basis using the Contractor's owned trucks in service at time of monthly billing. See following table for over 100 miles:

Equipment used	Base rate for 100 miles	Example mileage factor for 200 miles	Subtotal rate per ton for 200 miles	Equipment adjustment	Total rate per ton
GW trucks and trailers used at Renton prior to delivery of KC trucks and trailers	\$17.26 for 100 miles	163.3%	\$28.18	\$5.00	\$33.18
KC trucks and trailers	\$9.31	163.3%	\$15.20	\$0.00	\$15.20
GW trucks and trailers after all KC trucks have been delivered and put into service	\$9.31 + \$4.85 = \$14.16	163.3%	\$23.08	\$0.00	\$23.08

- D. When all King County vehicles are placed in service Subsection 1-15.C will no longer apply.
- E. If after all of the King County vehicles have been placed in service and Great Western is authorized by the project manager to use its equipment, \$4.85 may be added to the base rate per ton.
- F. The per load cost to transport the biosolids from the Vashon Treatment Plant to the Renton Treatment Plant will be based on the rate for 50 miles times 25 tons per load. The adjusting factor for 50 miles is 66.9%. Standby time for extra time spent traveling on or waiting for the ferry may be added to the cost of the haul. The Contractor will be using the County's tank trailer for the transport of the solids. The Contractor will be responsible for all maintenance as outlined in the section 1-34. The cost of ferry transportation and the cost of a scale weight on Vashon may be added if required. King County reserves the right to contract this portion of the work separately in the future. For example the starting load cost on August 1, 2000 for Vashon is; \$9.31 \* 66.9% factor \* 25 tons = \$155.75.

**1-16 Adjusting the Haul Cost**

- A. The **Fixed Cost** per month and a portion of the **Variable Cost** per wet ton is subject to annual adjustments to be effective January 1<sup>st</sup> of each year of this Contract. The portion of the Variable Cost that represents fuel is subject to quarterly adjustments. The parties hereto recognize that such adjustments could be increases or decreases in the prices; both parties are entitled to benefit from such price adjustments.
- B. Except for the cost of insurance which will be adjusted in accordance with paragraph C. below, the **Fixed Cost** per month will be adjusted by multiplying ~~80~~**100%** of the annual percent change to the **"All Items" category of the Seattle-Tacoma Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers** (Series ID : CWURA423SA0) for the year preceding the year in which the adjustment is made.

For illustrative purposes, the following table indicates the index values that were used to calculate the percentage of change based upon CPI.

CPI Table		
Year Ending	12/98	12/99
Annual CPI Index	163.2	168.3



**Calculations for example purposes only:**  $168.3 - 163.2 = 5.100 / 163.2 = .03125 \times 80\% = 2.5$   
 $3.125\%$  percentage of change would be applied to the fixed costs per month. New Fixed Cost per  
 month = Old Fixed Cost per month \* (100% + 2.5-3.125%)

C. The Contractor shall also be reimbursed for the Cost of premiums for insurance coverage this Contract expressly requires Contractor to maintain. The Contractor shall annually submit copies of documentation from its insurance carriers regarding the premiums for such insurance for the upcoming year together with a written statement from the carrier(s) as to the basis for any increase in the premiums. Insurance invoices for reimbursement will have King County's portion clearly described and priced. The amount reimbursable under this paragraph for insurance premiums shall be adjusted annually based upon this documentation and any additional information requested by the County. In no event shall the Contractor be entitled to be reimbursed for increased premium costs that are due in whole or part to the acts or omissions of the Contractor or its officers, employees, subcontractors or agents.

D. The base Variable Cost is divided into two categories in order to accommodate Federal requirements for Fuel Excise Tax. The following terms have been included in this contract in order to adjust the Variable cost;

1. The first category represents the fixed portion (~~profit, driver labor, maintenance and tires as described in Section 1-15 above~~), which makes up ~~85~~ 100% of the variable cost. This portion of the variable cost represented here is \$7.91 ( $\$9.31 \times 85$  100%). This portion will be adjusted by multiplying ~~80~~100% of the annual percent change to the "All Items" category of the Seattle-Tacoma Consumer Price Index for Urban Wage Earners and Clerical Workers (Series ID: CWURA423SA0) for the year preceding the year in which the adjustment is made.

For illustrative purposes, the following table indicates the index values that were used to calculate the percentage of change based upon CPI.

CPI Table		
Year Ending	12/98	12/99
Annual CPI Index	163.2	168.3

**Calculations for example purposes only:**  $168.3 - 163.2 = 5.100 / 163.2 = .03125 \times 80\% = 2.5\%$  (percentage of change)  
 $(2.5-3.125\% + 100\%) \times \$7.91 = \$8.44-8.157$  (represents the adjusted cost for profit, driver labor, maintenance and tires.)

2. The second category represents fuel (as described in Section 1-15 above). Actual cost of fuel will be paid by King County directly to Great Western or the fuel supplier, which makes up 15% of the variable cost. ~~The portion of the variable cost represented here is  $(\$0.31 \times 15\%) = \$1.40$  starting August 1<sup>st</sup> 2000. This portion will be adjusted quarterly using the data found in the Bureau of Labor Statistics Data for #2 diesel fuel (Series ID: WPS057303) plus the state tax of 23 cents per gallon. Due to delays in updating the statistical data by the Bureau of Labor Statistics, there will be a lag of at least one quarter for actual adjustments. The fuel will be adjusted for October 1, 2000 based upon the fuel index rate of \$.043 as of April 1, 2000.~~

~~For illustrative purposes, the following table indicates the index values that were used to calculate the percentage of change based upon Bureau of Labor Statistics.~~

Bureau of Labor Statistics		
Quarter Ending	03/00	06/00
Fuel Index	94.3	87.4

~~Calculations for the quarter starting Oct. 1, 2000:  
 $(87.4+23) / (94.3+23) =$~~

4.17-3 = 04.12%  
9.17-3 = \$1.40 = \$1.32 (represents a eight cent decrease in the cost of fuel)

### **1-22 Scheduling of Drivers**

- A. It is the responsibility of the Contractor to appoint a dispatcher who will maintain contact with the County for scheduling purposes. The dispatcher will actively manage and coordinate day to day operations with King County, the application sites and maintenance of the equipment. The County will estimate the production quantities on an annual basis. The County will also estimate to the best of its ability the production for the following day by 11:00 a.m.; these are estimates only and subject to change. Constant communication may be required in higher production months. In order to schedule and provide communication with the County operations, the dispatcher shall contact the treatment plant(s) at least once per day. The dispatcher shall also be available twenty-four (24) hours per day via a digital pager and cellular phone to receive changes that may develop so drivers can be re-scheduled accordingly. If paged, the Contractor will return the call within one-half (1/2) hour.
- B. The Contractor will be informed of the biosolids distribution including site priority. While this is an overview of the site distribution, the specific daily production and site schedule will be confirmed by phone before noon of the previous day by the site operations contractor if changes are anticipated with any of the reuse sites. The Contractor should anticipate some changes to the daily schedule as a result of changes in weather conditions or equipment breakdowns at the treatment plants or reuse sites.

### **1-28 Maintenance and Repair Responsibility of all Equipment**

The maintenance and repair responsibilities set forth below shall refer to both the County's and the Contractor's trucks and trailers.

- A. The County shall have no obligation to test, adjust, maintain, service, repair, or replace the trucks and trailers. At all times, the Contractor shall, at its sole cost and expense, maintain the trucks and trailers in optimal working order and condition and make all repairs and replacements necessary to maintain, preserve and keep the trucks and trailers in such condition. The Contractor shall be responsible for coordinating all warranty claims for the trucks and trailers with the service shop of the manufacturer. All products and services used in the repair and maintenance of the trucks and trailers shall be equal to or better than the original equipment or as specified by the manufacturer. The Contractor shall maintain stores of lubricants, parts, and supplies for the maintenance and operation of all equipment utilized in providing these services. The contractor will be responsible for providing all shop tools and equipment that may be required for the completion of this work.
- B. The Contractor shall institute a preventative maintenance program for all trucks and trailers consistent with state and federal Department of Transportation (DOT) and industry standards. Such a program shall meet or exceed the manufacturer's recommended or specified PM (preventative maintenance). ~~The contractor will be responsible for making sure that the engine heaters are plugged in at the treatment plant and the Storage Facility when parked.~~ Oil samples will be taken and analyzed for all component parts (engine, transmission, differentials) at each specified service intervals or at least twice per year in order to assure that all parts of the equipment are maintained and working properly. The program must include a computerized equipment tracking and record-keeping system approved by the County that tracks and creates reports on all maintenance and repair activities on all the equipment. The computer software selected by the Contractor shall include the latest version and be able to easily track the all-historical work associated with the equipment. Reports shall be made available provided to the County on a quarterly basis and also upon request.
- C. The Contractor shall perform inspections of all trucks and trailers prior to hauling each load and maintain written reports of each inspection. Each inspection and report shall include, but not be limited to, the following items: Directional signals, brake lights and tail & marker lights, brakes,

tires, hoses and covers. The Contractor shall require each driver to submit inspection reports on a daily basis (these may be part of time cards). Reports shall be made available to the County upon request.

- D. The Contractor shall inspect and adjust, if necessary, brakes on all trucks and trailers at regular intervals as required by the manufacturer. All necessary brake maintenance shall be performed immediately by the Contractor upon discovery of any deficiency.
- E. The Contractor shall maintain an electronic maintenance database of complete records of all repairs, maintenance and warranty work performed on the trucks and trailers and shall provide copies of the information to the County upon its request. The computer tracking program and weekly input of the data will take place at the Storage Facility. All input will be up to date on a weekly basis.
- F. The Contractor shall consistently maintain the trailer covers to assure effective operation, prevent leakage, and maintain the seal. All tarps will be replaced on a yearly basis unless it is demonstrated that they are in good repair. King County will reimburse Great Western separately for all parts required to maintain the new motorized tarping system. All labor and servicing of the tarps will be the responsibility of Great Western.
- G. All trucks and trailers shall be painted with a quality epoxy base to resist stains and provide ease of cleaning. All painted surfaces will be repainted when damaged. Repainting of equipment will be at the County's option and expense or at least once every five (5) years with a color and paint approved by the County. Image of the equipment is a direct reflection upon the County operation and the Contractor shall cooperate fully with the County to maintain the highest image.
- H. Maintenance and Repair. This contract required routine servicing and preventive maintenance of all King County equipment used in the performance of hauling. All servicing and preventive maintenance shall be in accordance with the equipment manufactures specifications as identified in the equipment O & M Manual. The work includes supplying all parts and labor necessary to perform and complete the equipment maintenance. The contractor will be responsible for providing all shop tools and equipment that may be required for the completion of this work.
1. Labor for Equipment Servicing, Preventive Maintenance and Repair. Payment for labor to perform all equipment servicing, repairs and preventive maintenance will be included in the haul cost per wet ton.
  2. Maintenance and Repair Parts. Materials and parts used in the equipment repair work will be included in the haul cost per wet ton.

#### **1-46 Grit Haul Reporting**

Transfer Stations in the Greater Seattle area within 25 miles of the treatment plant will be used as delivery sites for the grit. The revised cost for this service is modified as described in the attached table. The county is considering sites that are outside the Greater Seattle area which will cause a price adjustment to the cost per load hauled. If a site beyond the 25-mile range is utilized, the cost will be revised by determining the actual constructive miles and adjusting the cost with the new miles in the haul tariff. In order to determine a base rate for hauling grit 100 miles, the grit rate in the table will be divided by 47.6%. While there will be no cost to King County for this service, aAll loads (approximately 25 tons) will be hauled to destination sites. Prior to leaving the treatment plant, Contractor shall complete and leave at the treatment plant a copy of the haul order form for each load. A second copy of the haul order form shall be returned to the County with the scale weight attached along with the monthly report. All reports will be in an approved form and sent to each treatment plant using Microsoft Excel.

#### **1-48 Loading**

There are three ~~two~~ (32) grit storage hoppers at the WPTP and three (3) grit storage hoppers at the RTP. The Contractor will receive the grit at each of the treatment plants, as specified herein, and haul to the

delivery sites described above. At each site the trucks will be weighed entering and departing so the County may be billed separately for the delivered tonnage to the site. The weight receipts received by the Contractor are to be attached to the individual hauling tickets from each plant and sent to each treatment plant with the monthly invoices.

**1-49 Equipment Required**

- A. Containers used to transport grit shall not allow leakage as specified by the Washington State Department of Ecology, WAC 173-301-142/143 and shall be covered with an approved cover. Covers will prevent spillage and control odor during transport. Covers will be consistently maintained to assure effective operation.
- B. Double-locked, watertight sealed, end-dumping trailers/containers are required. One of the locking mechanisms types must include at least four sand locks (safety locks) on all tailgates to prevent leakage. Belly dumps are not acceptable. All containers used will have four 2.5" ball valve drains installed in each trailer/container to be open during loading and closed and capped with a camlock during transport. All trailer stands must be permanently affixed to the trailer body and must be adequate to support a fully loaded trailer. Each container/trailer set shall be so configured to accept the grit in loading with no delay to the loading process, with all container/trailers using the same weight prescription. The Contractor's equipment will be designed such that it is maneuverable at each treatment plant and the unload site. The trailers must easily fit into each of the loading bays at the treatment plants. There must be a trailer under each hopper to receive grit at all times other than during transport to the unload site. The Contractor may be asked to move the containers/trailers during filling or the County may at its option move them.
- C. The approximate quantity of grit per load may vary. The total capacity of the Contractor's equipment must be capable of hauling a minimum of 25 tons and 34 cubic yards (17 cubic yards in each container). The Contractor will not load its own trailers. The County will make an operator available to load the Contractor's containers. The Contractor must call at least one-half hour in advance of arriving to pick up a load of grit to assure an operator will be available.
- D. The Contractor will be responsible for keeping the equipment as clean as possible. This will include rinsing the equipment each trip to remove dirt and to wash the truck at least once per week to remove all road dirt.
- E. The County may provide container chassis in the future to transport intermodal containers. The chassis would then replace the existing trailers provided by the Contractor. The per load cost of transporting these chassis with the container to the intermodal facility will remain the same. The goal of KC will be to maximize the tonnage hauled in each container. KC may request that that while the contractors biosolids drivers are in the plant that they backup an empty chassis with container into the grit bays using KC's yard truck. Standby time will be paid to the contractor for the time spent by the driver to perform the operation.

### **3-2 Insurance Requirements**

#### C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: ~~\$2,500,000~~ \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: ~~\$2,500,000~~ \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

### **3-3 Performance and Payment Bond or Letter of Credit**

The Proposer to whom the County wards this Contract shall furnish a performance and payment bond on the form provided in Attachment D, "Performance and Payment Bond, or "Letter of Credit" with an end date consistent with the obligations of this contract in the amount of \$650,000 as security for the faithful performance of the work, including the payment of all persons furnishing materials and performing labor on the work, and all payments arising from the performance of the work due the State of Washington pursuant to Titles 50 and 51 RCW. ~~Such bond shall be submitted within ten (10) calendar days of receipt of a written request from the County.~~ Such bond must be executed by a duly licensed surety company which is registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner or a Washington State Bank. The scope of the performance and payment bond or the form thereof prescribed in Attachment D or "Letter of Credit" shall in no way affect or alter the liabilities of the Contractor to the County under subsection "Indemnification."

The County may require the sureties or surety company to appear and qualify themselves upon the bond. If at any time, the County determines, in its sole judgment, that the sureties or surety company are insufficient, the County may require the Contractor to furnish additional surety in form and arrangement satisfactory to the County and in an amount not exceeding that originally required. Payments will not be made on the contract until sufficient surety as required is furnished.

~~Failure by the Proposer to submit a satisfactory performance and payment bond shall be grounds for disqualifying the Proposer from further participation in this RFP and result in forfeiture of the proper Proposal security.~~

Lucas, Mark

**From:** Lucas, Mark  
**Sent:** Wednesday, May 12, 2004 4:40 PM  
**To:** (GW) O'Neill, Dan O'Neill (E-mail)  
**Cc:** Leonard, Peggy; Bonadie, Ovita  
**Subject:** tarps

Dan, Peggy and I have put together the following language to address the tarp issue we discussed on Monday. Since King County would be reimbursing Great Western for the parts, the variable rate is reduced by \$.10 per ton to \$9.48. So in addition to changing the rate in the change order, we propose the following modified language for subsection F.

- F. The Contractor shall consistently maintain the trailer covers to assure effective operation, prevent leakage, and maintain the seal. All tarps will be replaced on a yearly basis unless it is demonstrated that they are in good repair. **King County will reimburse Great Western separately for all parts required to maintain the new motorized tarping system. All labor and servicing of the tarps will be the responsibility of Great Western.**



King County

Finance and Business Operations Division  
Procurement and Contract Services Section  
Department of Executive Services  
EXC-FI-0871  
Exchange Building, 8th Floor  
821 Second Avenue  
Seattle, WA 98104-1598

206-694-1681  
206-694-1470 Fax  
TTY Relay: 711  
www.metrokc.gov

VENDOR:  
GREAT WESTERN SOILS  
CONDITIONERS INC  
P O BOX 4128  
TUMWATER, WA 98501

SHIP TO  
KC DEPARTMENT OF NATURAL RESOU  
KING STREET CTR, MS: KSC-NR0512  
201 SOUTH JACKSON, 5TH FLOOR  
SEATTLE, WA 98104-3856  
United States  
BILL TO  
KC DEPARTMENT OF FINANCE  
A/P, EXCHANGE BLDG, 8TH FL  
821 2ND AVE - MS:EXC-FI0875  
SEATTLE, WA 98104  
United States

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
153538	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, CREATORS AND COVER SHEETS OF CREDIT TO THIS ORDER.		
CREATION DATE	BUYER	
20-MAR-00	O, Bonadie	
DATE OF REVISION	BUYER	
25-JUN-04	O Bonadie	

FORMER ACCT #	VENDOR NO.	PAYMENT TERMS	REQUEST TERMS	REQUESTOR / DELIVER TO	SHIP VIA
	G00041	PAID IMMEDIATELY	paid		N/A
CONFIRM TO / TELEPHONE (360) 352-1388					
LINE PART NUMBER / DESCRIPTION					
DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	
					1

PRICE WARRANTY: THE CONTRACTOR WARRANTS THAT THE PRICES CHARGED KING COUNTY DO NOT EXCEED THE PRICES CHARGED BY THE CONTRACTOR TO ANY OTHER CUSTOMER PURCHASING THE SAME PRODUCT OR SERVICES IN LIKE OR SIMILAR QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS.

NON-APPROPRIATIONS: THIS CONTRACT MAY BE CANCELLED AT THE END OF THE THEN CURRENT FISCAL PERIOD FOR NON-APPROPRIATION OF FUNDS BY THE KING COUNTY GOVERNING BODY. SUCH CANCELLATION SHALL BE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR. KING COUNTY'S FISCAL PERIOD ENDS DECEMBER 31 OF EACH YEAR.

CHANGE ORDER NO. 1  
TERM PURCHASE AGREEMENT

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required Invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Catalog Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order, may result in payment delays.

ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL  
*OK*  
Authorized signature



**King County**

**Finance and Business Operations Division**  
 Procurement and Contract Services Section  
 Department of Executive Services  
 EXC-FL-0871  
 Exchange Building, 8th Floor  
 821 Second Avenue  
 Seattle, WA 98104-1598

206-694-1681  
 206-694-1470 Fax  
 TTY Relay: 711  
 www.metrokc.gov

**VENDOR:**  
 GREAT WESTERN SOILS  
 CONDITIONERS INC  
 P O BOX 4128  
 TUMWATER, WA 98501

**SHIP TO**  
 KC DEPARTMENT OF NATURAL RESOU  
 KING STREET CTR, MS: KSC-NR0512  
 201 SOUTH JACKSON, 5TH FLOOR  
 SEATTLE, WA 98104-3856  
 United States

Purchase Order			
PURCHASE ORDER NO.	REVISION	PAGE	
153538	1	2	
THIS PURCHASE ORDER NUMBER IDENTIFIES THE PURCHASE AND ALL INVOICES, PACKING SLIPS, CREDIT SLIPS, AND OTHER DOCUMENTS RELATING TO THIS ORDER.			
CREATION DATE	BUYER		
20-MAR-00	O, Bonadie		
DATE OF REVISION	BUYER		
25-JUN-04	O Bonadie		

OWNER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	REQUESTOR/DELIVERY TO	SHIP TO
	900041	PAY IMMEDIATELY	paid	Destination	N/A
CONFIRM TO / TELEPHONE	(360) 352-1388				

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
------	---------------------------	---------------	----------	------	------------	-----------

THIS CONTRACT AGREEMENT IS ISSUED FOR THE BIOSOLIDS AND GRIT HAULING FROM KING COUNTY'S TREATMENT PLANTS

AS REQUESTED BY KING COUNTY NATURAL RESOURCES DEPTS. IN ACCORDANCE WITH KING COUNTY'S CONTRACT AND THE RESPONDING GREAT WESTERN SOIL CONDITIONERS, INC. DATED JUNE 10, 2004 WHICH IS INCORPORATED BY REFERENCE AS IS FULLY SET FORTH HEREIN.

MONTHLY RATE \$30,177.50  
 VARIABLE RATE BASED ON 100 MILE \$9.48  
 GRIT HAUL RATE \$117.

THE TERM OF THIS CHANGE ORDER IS THREE YEARS EFFECTIVE AUGUST 1, 2004 THROUGH JULY 31, 2007.

THIS CONTRACT MAY BE EXTENDED NOT TO EXCEED TEN (10) YEARS IN 2 OR 3 YEAR INCREMENTS. CONTRACT AWARDED AUGUST 2000.

Purchase Agreement  
 Effective From: 01-AUG-00 To: 31-JUL-07

Amount Agreed:

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required Invoice Information: Ship to Address, Mailing, Requestor Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order; may result in payment delays.

**ACCEPTANCE:**  
 This purchase order expressly limits acceptance to the terms and conditions stated herein.

**TOTAL**

*AR Huck*  
 Authorized signature



AGREEMENT

THIS AGREEMENT, made this 1 day of August, 2000, by and between King County, Washington, (hereinafter "County") Great Western Soil Conditioners, Inc., (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused contract documents for:

RFP No: 99-032

Contract No. 153538

Contract Title: Biosolids and Grit Hauling

to be prepared for certain work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly provide the goods and services in a timely manner and that its Proposal includes all of the functions and features required for the goods and services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and services in accordance with the Contract's terms, specifications and Proposal documents;

WHEREAS, by executing this Agreement, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor; and the County agrees to pay the Contractor the contract price provided herein for the supply of the goods and services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; identified in Sub-Section 2-4 Contract Documents and Precedence.

COMPANY NAME:

GREAT WESTERN SOIL CONDITIONERS  
- INC.

ACCEPTED BY: Daniel C. O'Neill

Authorized Signature

DANIEL C. O'NEIL PRESIDENT  
Name and Title (Print or Type)

Date Accepted: AUGUST 1, 2000

KING COUNTY  
APPROVED BY:

NR Leach  
Signature

Name and Title (Print or Type)

Date Accepted:

Approved as to form only:

Jeff Richard  
Jeff Richard, Deputy Prosecuting Attorney

BASED ON REQUEST FOR PROPOSAL #99-032

BIOSOLIDS AND GRIT HAULING SERVICES

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- Attachment B Price Proposal
- Attachment C Personnel Inventory Report
- Attachment D Performance and Payment Bond
- Attachment E Affidavit and Certificate of Compliance
- Attachment G Current or Former King County Employee Disclosure Form
- Attachment O Statement of Compliance
- Attachment P Certification of Acceptance of Terms and Conditions

**SECTION 1**  
**INTRODUCTION AND SCOPE OF**  
**CONTRACT WORK**

KING COUNTY

Contract No. 153538

SECTION 1 - INTRODUCTION

1-1 Purpose

This contract is intended to provide biosolids and grit hauling services by Great Western Soil Conditioners (the Contractor) from King County's treatment facilities to various destinations.

1-2 Contract Period

The period of this Contract shall be four (4) years, commencing on August 1, 2000. King County may extend this Contract for up to six (6) years in two (2) or three (3) year increments. During extension periods, all terms and conditions of this Contract shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is ten (10) years.

1-3 Scope of Work

This Contract requires the labor and supervision necessary to transport biosolids and Grit Hauling, from the County's West Point Wastewater Treatment Plant (hereinafter "WPTP") and Renton Treatment Plant (hereinafter "RTP") and hereinafter collectively referred to as "wastewater treatment plants" and other possible sites. The transport of biosolids will be to project reuse sites designated by the County's Project Manager for the term herein. The grit will be transported to Cedar Hills solid waste landfill or transfer stations inside King County designated by the County

1-4 Pricing

Prices for the hauling services provided under this contract shall remain firm during the initial contract period. Starting August 1, 2000 the fixed cost per month is \$34,190.00 and the proposed variable cost is \$9.41 without federal excise tax included. To accommodate the Federal Excise tax reduction, the variable cost pricing has been modified as follows; the variable cost adjustments are outlined in Subsection 1-16 of this contract. The Contractor has agreed to reduce the proposed price by an additional \$.10 per ton for in order for King County to take on the responsibility for fuel fluctuations Pursuant to IRS requirements, King County is liable for fluctuation in the price of fuel. The revised variable cost is \$9.31 per ton.

Reasonable price changes may be made for additional contract extension periods beyond 2004 provided the Contractor supplies satisfactory documentation 90 days in advance of any requested price change. King County will evaluate this information to determine whether the request for a price adjustment is considered fair and reasonable. Any agreed to change shall take effect on the date agreed upon by the parties and shall remain in effect for a mutually agreed upon period.

1-5 Material (Dewatered Biosolids)

- A. Dewatered biosolids is a semi-solid material that requires a watertight hauling container. Biosolids is the digested byproduct of a municipal wastewater treatment plant. The biosolids is digested but contains living microorganisms; therefore, the Contractor must ensure proper hygienic handling to protect its personnel and the public health in accordance with the Seattle-

King County Health Department and the Washington State Department of Ecology and all other applicable rules and regulations. Records concerning the monthly haul and distribution for the past year are included in this document.

- B. The partially dewatered biosolids will vary in weight per unit volume from a minimum of 1,400 pounds per cubic yard.

1-6 Transportation

The Contractor shall be entirely responsible for the handling and transportation of the biosolids from the moment of loading in the trailer until delivered and properly unloaded at a designated reuse site. In case of any spillage or other accidental deposit of the biosolids, the Contractor must follow the most current Biosolids and Grit Haul Contingency Handbook and take immediate curative steps to abate and remove the spilled biosolids. In the event of any delay in corrective action by the Contractor, the County shall have the right to authorize its staff or a third party to perform the cleanup and the Contractor shall be liable for all expenses incurred by the County, including overhead. The Contractor shall remain on the scene until cleanup is completed. All trucks shall be equipped to provide for emergency traffic control when spills require such action. The Contractor shall be responsible for controlling and abating any spillage, odor, insects, vermin and/or any other problems, complaints or nuisance arising from its operation.

1-7 Use of Storage Facility

- A. For operations from the WPTP, the Contractor shall be allowed to utilize the storage and maintenance facility (hereinafter "Storage Facility") at 6640 Ellis Avenue in Seattle, Washington located at the north end of the King County Airport for the purpose of maintaining and staging trucks and trailers from the County's treatment plants. The Contractor may, at its sole cost and expense, provide a drive through automatic truck wash at this location for the purpose of rinsing/washing the trucks and trailers. All utilities at this Storage Facility shall be the responsibility of the Contractor. All modifications to this site shall receive approval from the King County Airport management.
- B. If the Contractor hauls from the RTP, the Contractor can utilize at no cost the County's 20-foot-long insulated storage container, which includes power located in the truck staging area. The Contractor must keep the storage areas clean at all times. The Contractor will maintain the container in good appearance and repair on the exterior with a paint color to be approved by the County. The Contractor may, at its sole cost and expense, provide a drive through automatic wash at the existing wash area. Pressure pumps and associated equipment may be installed by the Contractor in the container.

1-8 Equipment Level Required

- A. Trucks and trailers shall be maintained in operational condition sufficient to haul each day's production level at a capacity of at approximately 2.5 times the average daily biosolids production for the WPTP and 2 times the average daily production from the RTP in wet tons as computed on an annual basis. The County will supply 27 trucks and trailers for use at the WPTP and RTP. The capacity of the trucks supplied by the County will be approximately 34 tons. If, in the future, the trucks and trailers provided to the Contractor by the County are insufficient to meet this requirement, the County will either provide additional trucks and trailers or have the Contractor provide the additional equipment.
- B. In the event that the County requires the Contractor to supply additional biosolids hauling equipment during the term of this Contract in order to maintain hauling equipment minimums,

the equipment must meet the same basic specifications outlined in this document. The cost of the equipment to the County will be as defined in Section 1-15, Haul Cost, of this Contract.

1-9 Loading

- A. The Contractor will receive the biosolids as it is discharged from the end of the conveyor belt or pipe at the treatment plant dewatering building. The Contractor must have adequate empty equipment available at the treatment plant to accept the biosolids whenever it is being discharged. In order to adjust to production variables, the Contractor should plan a buffer of at least one (1) loaded trailer set at each treatment plant in order to make certain there is always an available trailer set for the drivers. When a trailer is filled it should be hauled away from the plant as soon as possible in the order of loading. The County will make every attempt to maintain as even of production as practically possible from each of the treatment plants.
- B. Prior to loading, the trucks/trailer covers will be opened by the County. Once loaded, the County shall close the covers. The Contractor is responsible for making sure the load is secure, legal and ready for travel, including the covers.
- C. The Contractor shall determine the weight to be hauled for all equipment. It is the responsibility of the Contractor to look at the specifications for the equipment supplied by the County to determine the maximum weight that may be hauled.

1-10 Allocation of Biosolids among Sites

The County has the sole right to allocate the biosolids deliveries among reuse sites. The Contractor should assume that each reuse site would receive biosolids from both treatment plants. While the County cannot guarantee volumes or proportions of each plant's biosolids to be delivered to each reuse site, the County's intention is to distribute biosolids similar to the distribution used in 1998 and 1999. Most of the biosolids produced at the WPTP has been distributed to sites that require long hauls and most of the production from the RTP has been distributed to sites that require short hauls. The County will make every effort to adjust the distribution in order to minimize impacts to the Contractor, recognizing that this is not a guaranty.

1-11 Route of Travel

The County shall designate the Contractor's route of travel to each reuse site. Any specific routes may be subject to revision from time to time as required by governmental agencies, including the County. All posted speed limits shall be observed at all times. In addition, the Contractor shall give special emphasis to observance of speed limits on routes through Magnolia, Discovery Park and the treatment plants. If speeds are not strictly enforced by the Contractor, such failure shall be considered a cause for termination. In order to assure the above requirements are being met, the Contractor shall use electronic tachographs similar to the County's trucks capable of recording MPH, RPM's and time in all trucks working on this Contract. The tachographs will be "Fleet manager 200 systems" as manufactured by VDO Kienzle. The information recorded on the tachographs shall be downloaded onto a computer and a report supplied to the County's Project Manager within thirty (30) days following each calendar quarter pertaining to the equipment and operations. The Contractor should also anticipate that the treatment plants may periodically have some type of construction activities. Possible delays should be anticipated, but every effort will be made to assure good access. Trucks will only be allowed to stop at designated locations as approved by the County other than for emergencies. In general, these are limited to major truck stops and freeway rest areas designed to accommodate trucks and trailers.



1-12 Compliance with Laws/Permits

- A. The Contractor shall at all times comply with all federal, state, and municipal statutes, laws, ordinances, rules, policies and regulations applicable to the operation of the trucks and trailers and the activities conducted pursuant to this Contract.
- B. The Contractor shall protect, defend, indemnify and hold the County harmless from and against any and all fines, forfeitures or penalties imposed on the trucks and trailers, any driver of the trucks and trailers, or employee of the Contractor.
- C. All permits, if any, required by the health department on the trailers will be the responsibility of the Contractor. A permit with sufficient authority to perform the work from the Washington Utilities and Transportation Commission shall be obtained, and a copy provided to the County.

1-13 Reporting Accidents

The Contractor shall notify the County as soon as possible of any accident or occurrence involving the trucks and trailers in which a person or property is, or is claimed to be, injured or damaged.

1-14 Licensing, Vehicle Log and Federal Excise Taxes

The County shall be responsible for registering and maintaining the license plates including tonnage charges for only such equipment owned by the County as required by the laws of the State of Washington. Federal Excise Tax (FET) for fuel and tires may be waived for equipment owned by the County.

Vehicle Inventory Log

The Contractor is responsible for maintaining and reporting to the County a listing of all equipment used for the service of Biosolids and Grit hauling that will be exempt from Federal Excise Taxes on fuel and tires. The vehicle inventory log will be updated and supplied to King County's Project Manager on an annual basis.

Federal Excise Taxes (Tires)

King County will authorize Great Western the use of the State Contract for the procurement of tires. Tires supplied for the purpose of this contract will be excluded from Federal Excise Tax. The tires are to be installed on equipment owned by King County. Great Western will reimburse King County for all tire purchases. The current dealer selected on the State Contract is "Tires, Inc.". In the event of future changes to the State Contract, The County will work with Great Western to select another dealer that is authorized under the State Contract.

Federal Excise Taxes (Fuel)

FET on fuel is handled by the "Ultimate Vendor" i.e. (Pioneer Fuel) as defined in the Internal Revenue Service Publication 378. Pioneer will provide the fuel to Great Western for this contract less federal excise tax, and submit an invoice to Great Western for payment. Pioneer will also provide a copy of the monthly statement to King County for its records. The fuel supplied to Great Western using the card lock systems is intended for the exclusive use of King County owned equipment used for the purpose of hauling biosolids and grit from our wastewater treatment plants to various sites in Washington, Oregon and Idaho. Great Western is responsible for properly documenting that the fuel is only used for this service. Reports provided by Pioneer for fuel used in each of the trucks will provide the basis for this documentation. The Contractor will be responsible for any penalties associated with improper documentation and/or the misuse of fuel.

1-15 Haul Cost

- A. The Haul Cost is separated into a monthly payment for fixed costs for those costs that are ongoing plus a payment for variable costs per wet ton which depends upon the miles driven as calculated by the biosolids tariff and set forth on the Proposal Price Form. The Fixed Cost will include such costs as insurance, overhead, leased or purchased equipment and other fixed costs that do not change. The Variable Cost will be used as the basis for calculating the actual rate per wet ton to each of the end use sites based upon the actual constructive miles driven. The Variable Cost will include all other costs per ton for hauling based on constructive miles driven (profit, driver labor, maintenance, tires and fuel).
- B. An additional Fixed Cost per month may be added if the County elects to have the Contractor finance and supply additional haul equipment. The cost of the equipment will be based upon a competitive bid from competing suppliers and calculated using a 10 year life cycle.
- C. Starting August 1, 2000 the Contractor shall use their own equipment for hauling services from the Renton Treatment Plant until King County's vehicles are placed in service. The Contractor will be allowed the current base rate of \$11.54 per ton for 50 miles based on RFB 90-103, and a surcharge of \$5.00 per ton (not subject to mileage factors) on a per ton hauled basis using the Contractor's owned trucks in service at time of monthly billing. See following table for over 100 miles:

Depreciating cost of equipment is used to help calculate from the following base rates will apply.					
Equipment used	base rate for 100 miles	Example (mileage factor for 200 miles)	Subtotal rate per ton for 200 miles	equipment Surcharge	Total rate per ton to haul 200 miles
GW trucks and trailers used at Renton prior to delivery of KC trucks and trailers	\$17.26 for 100 miles	163.3%	\$28.18	\$5.00	\$33.18
KC trucks and trailers	\$9.31	163.3%	\$15.20	\$0.00	\$15.20
GW trucks and trailers after all KC trucks have been delivered and put into service	\$9.31 + \$4.85 = \$14.16	163.3%	\$23.08	\$0.00	\$23.08

- D. When all King County vehicles are placed in service Subsection 1-15.C will no longer apply.
- E. If after all of the King County vehicles have been placed in service and Great Western is authorized by the project manager to use its equipment, \$4.85 may be added to the base rate per ton.
- F. The per load cost to transport the biosolids from the Vashon Treatment Plant to the Renton Treatment Plant will be based on the rate for 50 miles times 25 tons per load. The adjusting factor for 50 miles is 66.9%. Standby time for extra time spent traveling on or waiting for the ferry may be added to the cost of the haul. The Contractor will be using the County's tank trailer for the transport of the solids. The Contractor will be responsible for all maintenance as outlined in the section 1-34. The cost of ferry transportation and the cost of a scale weight on Vashon may be added if required. King County reserves the right to contract this portion of the work separately in the future. For example the starting load cost on August 1, 2000 for Vashon is;  $\$9.31 * 66.9\% \text{ factor} * 25 \text{ tons} = \$155.75$ .

1-16 Adjusting the Haul Cost

- A. The **Fixed Cost** per month and a portion of the **Variable Cost** per wet ton is subject to annual adjustments to be effective January 1<sup>st</sup> of each year of this Contract. The portion of the Variable Cost that represents fuel is subject to quarterly adjustments. The parties hereto recognize that such adjustments could be increases or decreases in the prices; both parties are entitled to benefit from such price adjustments.
- B. The **Fixed Cost** per month will be adjusted by multiplying 80% of the annual percent change to the **“All Items” category of the Seattle-Tacoma Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (Series ID : CWURA423SA0)** for the year preceding the year in which the adjustment is made.

For illustrative purposes, the following table indicates the index values that were used to calculate the percentage of change based upon CPI.

CPI Table		
Year Ending	12/98	12/99
Annual CPI Index	163.2	168.3

**Calculations for example purposes only:**  $168.3 - 163.2 = 5.100 / 163.2 = .03125 \times 80\% = 2.5\%$  percentage of change would be applied to the fixed costs per month. **New Fixed Cost per month = Old Fixed Cost per month \* (100% + 2.5%)**

- C. The base **Variable Cost** is divided into two categories in order to accommodate Federal requirements for Fuel Excise Tax. The following terms have been included in this contract in order to adjust the Variable cost;
1. The first category represents the fixed portion (**profit, driver labor, maintenance and tires**), which makes up 85% of the variable cost. This portion of the variable cost represented here is \$7.91 ( $\$9.31 \times 85\%$ ). This portion will be adjusted by multiplying 80% of the annual percent change to the **“All Items” category of the Seattle-Tacoma Consumer Price Index for Urban Wage Earners and Clerical Workers (Series ID : CWURA423SA0)** for the year preceding the year in which the adjustment is made.

For illustrative purposes, the following table indicates the index values that were used to calculate the percentage of change based upon CPI.

CPI Table		
Year Ending	12/98	12/99
Annual CPI Index	163.2	168.3

**Calculations for example purposes only:**  $168.3 - 163.2 = 5.100 / 163.2 = .03125 \times 80\% = 2.5\%$  (percentage of change)

$(2.5\% + 100\%) * \$7.91 = \$8.11$  (represents the adjusted cost for profit, driver labor, maintenance and tires.)

2. The second category represents fuel, which makes up 15% of the variable cost. The portion of the variable cost represented here is  $(\$9.31 \times 15\%) = \$1.40$  starting August 1<sup>st</sup> 2000. This portion will be adjusted quarterly using the data found in the Bureau of Labor Statistics Data for #2 diesel fuel (Series ID: WPS057303) plus the state tax of 23 cents per gallon. Due to delays in updating the statistical data by the Bureau of Labor Statistics, there will be a lag of at least one-quarter for actual adjustments. The fuel will be adjusted for October 1, 2000 based upon the fuel index rate of \$.943 as of April 1, 2000.

For illustrative purposes, the following table indicates the index values that were used to calculate the percentage of change based upon Bureau of Labor Statistics.

Bureau of Labor Statistics		
Quarter Ending	03/00	06/00
Fuel Index	94.3	87.4

**Calculations for the quarter starting Oct. 1, 2000:**

$$(87.4+23) / (94.3 +23) =$$

$$110.4 / 117.3 = 94.12\%$$

$$94.12\% * \$1.40 = \$1.32 \text{ (represents a eight cent decrease in the cost of fuel)}$$

**1-17 Variable Cost Payment Calculations**

- A. Variable cost payments shall be made on a per-ton-handled basis according to the Base Rate set forth on the Proposal Form. The Base Rate is based upon a site located one hundred (100) "constructive miles" from the treatment plant. For the purposes of this Contract, "constructive miles" shall be defined as, "Distances named but not necessarily actual because of variation in the ease of road passability."
- B. For loads hauled to sites other than 100 miles from the treatment plants, the Base Rate will be adjusted with respect to mileage and classification of roadway as set forth herein and in the Biosolids Haul Tariff Table. The per-ton cost will include all the hauling costs including any overtime costs other than standby costs which are provided for herein. The Contractor shall have to determine the weight in each trailer and the County will not adjust the rate if the hauler is not able to haul as much as planned in the Contract.
- C. Roadway classifications shall be Classes A through E as defined below. Distances to each reuse site shall be computed as "constructive miles" for the purpose of ascertaining a basis for payment under this Contract. In order to calculate the constructive miles, the actual miles in each roadway classification from the County to each reuse site will be multiplied by the factor associated with the class of roadway utilized:

Road Classification	Multiplier Factor
A	1.00
B	1.39
C	1.75
D	2.81
E	4.00

Example: (5 Class C miles times 1.75 equals 8.75 "constructive miles")

The following are the definitions of road classes used to determine "constructive miles":

**CLASS "A"** Paved or macadamized, reasonably free from chuck holes, ruts, "washboard" conditions and other hazards, not exceeding grades of 6 percent.

**CLASS "B"** Paved or macadamized, or gravel bed, or other specifications in a Class other than the "A" as applicable, not exceeding grades of 12 percent. Also, permanently and continuously maintained fine gravel, smooth surface, free from chuckholes, ruts, "washboard" conditions and other hazards, with grade exceeding 6 percent but not exceeding 12 percent and good plank roadways.

Good plank roads shall be defined as at least 10 feet wide with side guards at least 6 inches high on longitudinal planking; constructed of planks at least 3 inches by 10 inches, firmly spiked down and with sufficient turn out space for truck passing at least every 200 yards; supporting timbers to be at least 10 inches by 10 inches.

CLASS "C"

All roads with grades exceeding 12 percent but not exceeding 18 percent, also all dirt, grave, or rock roads with the majority of the road surface consisting of materials 3" minus or less and not exceeding grades of 18 percent.

CLASS "D"

All roads with grades exceeding 18 percent but not exceeding 22 percent, and all other dirt, gravel or rock roads not meeting Class B or C definitions.

CLASS "E"

All roads with grades exceeding 22 percent; also roads consisting of mud or water to a depth of 8 or more inches, or any road that cannot be negotiated by the truck or under its own motive power.

D. "Constructive Miles" in the Biosolids Haul Tariff Table will be rounded into increment steps as follows:

1. Each 5-mile increment step will include the "constructive" miles up to and including two and one half (2.5) miles below the increment step to anything less than two and one half (2.5) miles above the increment step. The percentage factor shall be multiplied by the Base Price Rate set on the Price Proposal Form to determine a price for hauling to sites other than 100 miles from the treatment plant. Any dispute as to distance or roadway classification shall be resolved by a distance and classification study by the Washington Utilities and Transportation Commission.
2. Weight of the biosolids cake shall be ascertained by weighing the equipment at the County when empty and then when filled and recorded on a haul order form. Weights are measured on the scale in 20-pound increments. In the event a scale is not available at the County, weights will be determined by using the average weights from past loads by the Contractor, by utilizing alternate scales at another site or by any other reasonable method as the County shall in its sole discretion decide. Prior to leaving the Contractor shall complete and leave at the treatment plant a copy of the haul order form for each load. The second copy shall be left at each delivery site and the final copy is for the Contractor's records. Invoices will be sent once each month to the County electronically in an approved format using the latest version of Microsoft Excel. Invoices will be based on a copy of the haul summary logs supplied by the County. Once each month all invoices will be reconciled based on the site reconciliation's and the County's distribution summaries. The reconciled invoices will be in an approved format.

**Biosolids Haul Tariff Table**

The 100 mile rate is the contract cost starting August 1, 2000.

Adjusting Factor	Variable cost per Ton	One-Way Constructive Miles
28.5%	\$2.65	5
38.0%	\$3.53	10
39.5%	\$3.67	15
41.0%	\$3.81	20
47.6%	\$4.43	25
54.2%	\$5.05	30
58.1%	\$5.41	35
62.0%	\$5.78	40
64.5%	\$6.00	45
66.9%	\$6.23	50
70.8%	\$6.59	55
74.7%	\$6.95	60
77.4%	\$7.21	65
80.1%	\$7.46	70
83.4%	\$7.77	75
86.7%	\$8.08	80
89.5%	\$8.33	85
92.2%	\$8.58	90
96.1%	\$8.95	95
<b>100.0%</b>	<b>\$9.31</b>	<b>100</b>
102.7%	\$9.56	105
105.4%	\$9.81	110
108.7%	\$10.12	115
112.0%	\$10.43	120
115.4%	\$10.74	125
118.7%	\$11.05	130
121.7%	\$11.33	135
124.7%	\$11.61	140
128.0%	\$11.92	145
131.3%	\$12.23	150
134.6%	\$12.53	155
138.0%	\$12.84	160
140.7%	\$13.10	165
143.4%	\$13.35	170
146.7%	\$13.66	175
150.0%	\$13.97	180
153.3%	\$14.27	185
156.6%	\$14.58	190
159.9%	\$14.89	195
163.3%	\$15.20	200

Adjusting Factor	Variable cost per Ton	One-Way Constructive Miles
165.7%	\$15.42	205
168.1%	\$15.65	210
172.3%	\$16.04	215
176.5%	\$16.43	220
179.5%	\$16.71	225
182.5%	\$16.99	230
185.8%	\$17.30	235
189.2%	\$17.61	240
192.5%	\$17.92	245
195.8%	\$18.23	250
199.1%	\$18.54	255
202.4%	\$18.84	260
205.1%	\$19.10	265
207.8%	\$19.35	270
211.7%	\$19.71	275
215.7%	\$20.08	280
218.4%	\$20.33	285
221.1%	\$20.58	290
225.0%	\$20.95	295
228.9%	\$21.31	300
231.8%	\$21.58	305
235.3%	\$21.90	310
238.9%	\$22.24	315
242.5%	\$22.58	320
245.8%	\$22.88	325
249.1%	\$23.19	330
252.4%	\$23.50	335
255.7%	\$23.81	340
259.0%	\$24.11	345
262.3%	\$24.42	350
266.8%	\$24.84	355
271.4%	\$25.27	360
274.7%	\$25.57	365
278.0%	\$25.88	370
283.9%	\$26.43	375
289.7%	\$26.97	380
293.7%	\$27.34	385
297.6%	\$27.71	390
300.9%	\$28.01	395
304.2%	\$28.32	400

1-18 Washing and Image of Equipment

The Contractor will be responsible for keeping all equipment as clean as possible. Image of the equipment is a direct reflection of the County's operations:

At a minimum, the Contractor will be required to rinse the rear of the truck and trailer at the reuse site to remove excess or splashed biosolids using the water in the 30-gallon tank on the trailer. If weather conditions limit the use of water, the Contractor shall use air from the truck to blow and also scrape off any excess material from the truck or trailer. After each trip when the contractor returns to the treatment plant or Storage Facility, the trucks and trailers shall be thoroughly rinsed and washed if necessary to remove road dirt. In the case of WPTP, all washing/rinsing activities will occur off site at the King County Airport Facility prior to returning to the treatment plant. At least once per week all trucks and trailers shall be washed to remove all road dirt. The frequency of washing will be higher in the winter and when conditions are wet in order to maintain an image. Note that whenever water is supplied by the County at the treatment plants, the Contractor should be aware that the water may be non-potable treated wastewater that has been chlorinated. Although the water has been treated, the Contractor should make sure the drivers follow proper hygienic procedures and the water should not be used for purposes other than washing equipment.

It may be in the Contractor's interest to install a drive through automatic truck wash at the RTP and the Storage Facility to more efficiently perform this task. The Contractor will maintain all wash areas daily in a manner acceptable to the County, which includes the supply and maintenance of all hoses and nozzles.

1-19 Leaking of Biosolids

- A. The Contractor shall not allow any leakage or unauthorized release of biosolids from the trucks and trailers and an approved cover shall be utilized in order to prevent spillage. Operational experience has shown that double-locked, watertight sealed, end-dumping trailers/containers are required. One of the locking mechanisms types must include at least four screw locks (safety locks) on all tailgates to prevent leakage. The Contractor will consistently maintain the seals and covers to assure effective operation.

1-20 Contractor's Personnel

1. Employees must meet the following performance requirements:

Contractor shall assign a **qualified person to be in charge** of its operations as related to this Contract. The Contractor will also assign a person as Contract Administrator. The person in charge of operations shall be available at all times to make decisions regarding work under this Contract.

2. **All personnel** employed by the Contractor or subcontractors shall be **competent and skilled** in the performance of the work to which they are assigned. Failure or delay in the performance of this Contract due to any inability by the Contractor, for any reason, to obtain employees of the number and skill required may be deemed by the County to constitute a default of this Contract.
3. Contractor shall require its employees to **conduct themselves in a professional manner** at all times even when confronted with less than ideal situations including not using loud or obscene language and to do their work as quietly as possible.
4. Employees shall **not trespass** or loiter, or meddle with property, which does not concern them.

5. If a person employed to perform work for the Contractor shall be considered by the County to be incompetent, negligent, or otherwise unsatisfactory, he or she shall be removed from the performance of work under this Contract. Persons removed from this Contract shall not again be employed for work on this Contract without the prior consent of the County. This paragraph shall be interpreted and enforced in such a manner as will respect and give effect to agreements on such subject between the Contractor and any bargaining unit representing all or any of its employees.
6. The Contractor shall provide ongoing operating and safety training for all personnel as required by state law. Supervisory personnel shall be trained in first aid and each vehicle shall be equipped with a first aid kit. The Contractor will include drug tests of the drivers to assure safe operation. Drug testing will be consistent with state and federal Department of Transportation requirements. All safety rules will be observed including those imposed at specific sites.
7. Employee appearance shall always be neat and clean. At a minimum all employees will be required to be clean and neatly dressed in order to project a professional image for King County.

1-21 Scheduling of Work

The County may produce biosolids up to 24 hours per day, and up to seven days per week. Biosolids quantities vary with the weather and season. Biosolids production is determined by the loading into the plant. All equipment in the plant is run to minimize the cost to the County and will not be scheduled for the convenience of the Contractor. Because of these production variables, it is mandatory that the Contractor be able to respond to accelerate hauling requests at any time. In order to provide available trailers, the Contractor will be required to schedule and haul around the needs of the County and also be able to adjust its operation to fit the operational hours of the delivery sites. The Contractor will be given a minimum of two weeks notice to adjust its operation if the hours of a site must be changed (i.e., 24 hours to daylight only.) The equipment and labor needs will vary from day to day depending upon biosolids production and destination. The Contractor should plan on delivering to one or more sites during daylight hours at interval spacing that avoids trucks traveling together, and allows the reuse site time to apply the biosolids and minimizes traffic impacts.

Some reuse sites may allow night deliveries, but these reuse sites are not always available. Travel into or leaving the WPTP entrance with the trucks and/or trailers is restricted to the hours between 8:30 a.m. to 4:30 p.m., and 6:30 p.m. to 9:00 p.m. No other hours shall be allowed. There are no restrictions at the RTP at this time; access at night and on weekends is through an electric gate that must be opened with an access code, which will be made available to the Contractor. The reuse sites are required to schedule deliveries by noon the day prior to delivery.

1-22 Scheduling of Drivers

- A. It is the responsibility of the Contractor to appoint a dispatcher who will maintain contact with the County for scheduling purposes. The County will estimate the production quantities on an annual basis. The County will also estimate to the best of its ability the production for the following day by 11:00 a.m.; these are estimates only and subject to change. Constant communication may be required in higher production months. In order to schedule and provide communication with the County operations, the dispatcher shall contact the treatment plant(s) at least once per day. The dispatcher shall also be available twenty-four (24) hours per day via a digital pager and cellular phone to receive changes that may develop so drivers can be re-scheduled accordingly. If paged, the Contractor will return the call within one-half (1/2) hour.



- B. The Contractor will be informed of the biosolids distribution including site priority. While this is an overview of the site distribution, the specific daily production and site schedule will be confirmed by phone before noon of the previous day by the site operations contractor if changes are anticipated with any of the reuse sites. The Contractor should anticipate some changes to the daily schedule as a result of changes in weather conditions or equipment breakdowns at the treatment plants or reuse sites.

1-23 Standby

- A. The hourly standby rate is equal to \$35.00. Standby time will be paid to the Contractor only for delays caused solely by the County's action or inaction. Due to the nature of the operation, it is impossible for the County to either schedule or guarantee tons or loads to the Contractor. It is the Contractor's responsibility to provide the service by coordinating its schedule so as not to cause delays. The County's supervisor or designee must sign haul order forms stating the reason for delay and a copy submitted with the payment request. The standby rate will be paid in quarter-hour increments.
- B. In addition, methods of application sometimes require that the Contractor spend additional time at reuse sites. The County will only pay for the additional time the Contractor is on the site beyond its normal unloading time or 20 minutes (whichever is greater) for delays caused by the County. Standby rates shall be calculated as described below:
- C. Acceptance of a standby payment for a delay constitutes full and complete payment for all costs associated with said delays.

1-24 Communications

As part of the communication system, the Contractor shall install and maintain in both King County and Contractor owned trucks, a CB (for use on logging roads and other emergencies) and a telephone system which covers the entire transport area so that the drivers are always within contact of the dispatcher. While on private property, the drivers will limit the use of the CB's to the needs of the work performed. The Contractor will also have an e-mail address to receive written communications.

1-25 Reports and Meetings

- A. The Contractor shall at all times maintain at its principal place of business full, complete and accurate books of accounts and records of the work performed including maintenance required under this Contract. The Contractor shall maintain all books and records of account in accordance with generally accepted accounting principles, (which include all cost and tax information). The County shall have the right during reasonable business hours to inspect and audit such books and records. All books, accounts, and records required to be maintained under this section shall be preserved intact without alteration in accordance with Section 3-21.
- B. At any time the Contractor, or its subcontractor is involved in an accident while performing under this Contract, a written report will be sent to the County's Project Manager outlining the circumstances associated with the accident. This is in addition to the requirements in the Biosolids and Grit Haul Contingency Handbook.

The County representatives will meet with the Contractor at the treatment plant(s) on a monthly basis in order to discuss the service provided under the Contract. In addition, the Contractor should plan to meet with representatives of each of the scheduled reuse sites at least twice per year. The frequency of these meetings may be less if the County determines that a different schedule would be as effective. These will be used to keep the Contractor current on all operations that may affect the County or the Contractor.

1-26 Risk of Loss by Physical Damage, Theft or Loss of Use

- A. The Contractor shall have sole use, care, custody, control and responsibility for the trucks and trailers supplied by the County, if any, until they are returned to the County. The Contractor assumes the entire risk of any physical damage, loss, theft and/or loss of use of damage to the trucks and trailers either owned by the County or the Contractor, whatever the cause and whether or not covered by insurance and irrespective of fault; and no such loss, theft or damage shall relieve the Contractor of its obligations under the Contract. The Contractor shall fully defend, indemnify and hold the County and its officers, employees, agents and representatives harmless from (i) any and all loss arising out of or incident to physical damage, theft or loss of use of the trucks and/or trailers, except for normal wear.
- B. The County will operate all the trucks and trailers for loading purposes at the County's WPTP and RTP as a convenience to the Contractor. Damage caused by the County to the equipment must be reported in writing by the Contractor prior to leaving the treatment plant and all reasonable costs incurred by the Contractor to complete the repair determined to be the fault of the County will be reimbursed. No damages can be paid by King County unless a claim complying with Washington State Law is present to the Clerk of the Council. A request for the claim form can be made to the Project Manager.

1-27 Operation of Trucks and Trailers

The Contractor shall be solely responsible for the proper, prudent, and safe usage and operation of all the trucks and trailers. The Contractor shall ensure that employees of the Contractor who operate the trucks and trailers are safe, careful, legally qualified, properly trained, and properly licensed drivers. The trucks and trailers must at all times be maintained in a safe condition and in compliance with all applicable laws, ordinances and regulations.

1-28 Maintenance and Repair Responsibility of all Equipment

The maintenance and repair responsibilities set forth below shall refer to both the County's and the Contractor's trucks and trailers.

- A. The County shall have no obligation to test, adjust, maintain, service, repair, or replace the trucks and trailers. At all times, the Contractor shall, at its sole cost and expense, maintain the trucks and trailers in optimal working order and condition and make all repairs and replacements necessary to maintain, preserve and keep the trucks and trailers in such condition. The Contractor shall be responsible for coordinating all warranty claims for the trucks and trailers with the service shop of the manufacturer. All products and services used in the repair and maintenance of the trucks and trailers shall be equal to or better than the original equipment or as specified by the manufacturer. The Contractor shall maintain stores of lubricants, parts, and supplies for the maintenance and operation of all equipment utilized in providing these services.
- B. The Contractor shall institute a preventative maintenance program for all trucks and trailers consistent with state and federal Department of Transportation (DOT) and industry standards. Such a program shall meet or exceed the manufacturer's recommended or specified PM (preventative maintenance). The contractor will be responsible for making sure that the engine heaters are plugged in at the treatment plant and the Storage Facility when parked. Oil samples will be taken and analyzed for all component parts (engine, transmission, differentials) at each specified service intervals or at least twice per year in order to assure that all parts of the equipment are maintained and working properly. The program must include a computerized equipment tracking and record-keeping system approved by the County that tracks and creates reports on all maintenance and repair activities on all the equipment. The computer software

selected by the Contractor shall include the latest version and be able to easily track the all-historical work associated with the equipment. Reports shall be made available to the County upon request.

- C. The Contractor shall perform inspections of all trucks and trailers prior to hauling each load and maintain written reports of each inspection. Each inspection and report shall include, but not be limited to, the following items: Directional signals, brake lights and tail & marker lights, brakes, tires, hoses and covers. The Contractor shall require each driver to submit inspection reports on a daily basis (these may be part of time cards). Reports shall be made available to the County upon request.
- D. The Contractor shall inspect and adjust, if necessary, brakes on all trucks and trailers at regular intervals as required by the manufacturer. All necessary brake maintenance shall be performed immediately by the Contractor upon discovery of any deficiency.
- E. The Contractor shall maintain an electronic maintenance database of complete records of all repairs, maintenance and warranty work performed on the trucks and trailers and shall provide copies of the information to the County upon its request.
- F. The Contractor shall consistently maintain the trailer covers to assure effective operation, prevent leakage, and maintain the seal.
- G. All trucks and trailers shall be painted with a quality epoxy base to resist stains and provide ease of cleaning. All painted surfaces will be repainted when damaged or at least once every five- (5) years with a color and paint approved by the County. Image of the equipment is a direct reflection upon the County operation and the Contractor shall cooperate fully with the County to maintain the highest image.

1-29 Accessions

All replacements, repairs, parts, devices, accessories and improvements of any kind to County equipment shall be accessions to the trucks and trailers and the property of the County.

1-30 Right of Inspection

The County shall have the right at any time to inspect the trucks and trailers and any facilities used for the maintenance or repair of the trucks and trailers. All deficiencies noted upon such inspection shall be corrected and evidence that all such deficiencies have been corrected shall be provided to the County. If the County finds that the Contractor is not performing the required maintenance or repairs in a timely and sufficient manner and corrective action is not immediately taken to the County's satisfaction, the County may consider this to be material breach of the Contract.

1-31 Marking of Trucks and Trailers

The Contractor agrees that it will not place any sign or mark on the County's trucks or trailers without the County's prior written consent other than what is required by the Washington State Department of Transportation. The Contractor shall pay the costs of removing any sign or markings and all needed repairs that are caused by such removal from the County's trucks and trailers.

1-32 Responsibility for Equipment Damage

- A. The County shall not be liable for damage (other than described below), or theft of any property belonging to the County, Contractor or its agents at the treatment plants, reuse sites or any other place whatsoever. The County will operate the trucks and trailers at the treatment plants for

loading purposes; this will be considered a convenience to the Contractor. Damage to the trucks and trailers caused by the County must be reported by the Contractor prior to leaving the treatment plant. All reasonable costs incurred by the Contractor to complete the repair determined to be the fault of the County will be reimbursed.

- B. At all times, the Contractor shall cause all components of each truck and trailer, including its body, frame, mechanical, electrical, hydraulic, air or other operating systems to be maintained in proper working condition free from damage and malfunction. The Contractor shall cause each truck or trailer, which is damaged in any accident or otherwise impairing the proper and safe mechanical operation of the trucks and trailers to be repaired immediately. Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, parts and supplies required for the maintenance and operation of all trucks and trailers utilized in providing these services.

1-33 Trucks and Trailers Supplied by Contractor

The effective date of this Contract is August 1, 2000. During the start-up of August 1, 2000 until all King County trucks and trailers have been delivered, the rate for tons hauled with Great Western's equipment will be at the rate described in Section 1-15.c.

1-34 Trucks and Trailers Provided by The County

- A. The trucks and trailers provided to the Contractor by the County for use in the performance of this Contract will be Kenworth Dump Trucks with Beall boxes and Beall trailers. The three axle trucks are equipped with Cat-3406 engines with a brakesaver retarders, Fuller 18-speed transmissions and a chalmers rear suspension. The four axle trailers include an air ride suspension, a hinged drawbar and the front axle is mounted on a turntable in order to steer. The County reserves the right to add and delete trucks and trailers and shall require the Contractor to acknowledge such fleet changes in writing. Any trucks or trailers added to the fleet by the County shall be subject to the terms of this Contract.
- B. Trucks and trailers supplied by the County shall only be used for work performed for the County under this Contract. No other products will be hauled unless prior written approval has been obtained from the County.
- C. The County will furnish the trucks and trailers described in this Contract for the Contractor to use in conjunction with the operations and fulfillment of the Contract. The County shall make available and/or deliver such trucks and trailers to the Contractor and the Contractor shall take possession of such trucks and trailers at that location. The County and the Contractor agree that consideration for the use of such trucks and trailers has been reflected in the payment provisions set forth in this Contract.
- D. The County's trucks and trailers shall be deemed at all times to be the property of the County and under a bailment agreement to the Contractor. The County shall be responsible for registering and securing license plates for such trucks and trailers as required by the laws of the State of Washington.
- E. If requested by the County, the Contractor shall execute UCC financing statements, including continuation statements, as applicable, covering the County's trailers and Equipment and setting forth the County's interest therein.
- F. Contractor shall ensure that proper insurance coverage is provided as called out in this Contract. Contractor shall be responsible for the proper and prudent usage, maintenance, repair, storage and operation of such equipment. Contractor shall ensure such equipment is operated by safe, careful, legally qualified, trained and properly licensed operators. Contractor shall ensure such

equipment is operated consistent with applicable local, state and federal laws. Contractor shall maintain up-to-date records of repair, whether major or otherwise, and normal usage and replacement items and make such records available to the County on request.

- G. Contractor shall be responsible for the cost to repair major equipment failures (e.g., transmissions, engines, etc.) and shall be responsible for the cost to repair all other equipment failures and for normal usage and replacement items (e.g., tires, brakes, fuel, fluids, bearings, etc.) and such costs have been included in the payment provisions set forth in this Contract.
- H. Contractor shall not allow any levies, liens or encumbrances of any kind or nature whatsoever to be placed on or maintained against such equipment. If a lien is placed against such equipment, Contractor shall immediately take all actions necessary to remove such lien.
- I. Upon expiration or earlier termination of this Contract, Contractor shall immediately redeliver such equipment to the County, pursuant to Section 1-39 and in the condition as required by Section 1-40.
- J. **Use and Marking of Trailers:** The Contractor shall have the sole use, control and responsibility for the Trucks and Trailers until they are returned to the County and shall not yield possession or control thereof to any party, other than the County, without the County's prior written consent. The Contractor hereby agrees that all laws will be strictly observed in connection with the operation and use of the trucks and trailers, and that the trucks and trailers will only be operated by competent and qualified personnel. The Contractor agrees that it will not place any sign or mark on the trucks and trailers without the County's prior written consent and will pay the costs of removing any sign or markings and all needed repairs that are caused by such removal.
- K. **Risk of Loss, Damage and Indemnity:** The Contractor assumes the entire risk of loss, theft and damage to the trucks, and trailers during the term of the Contract, whether or not covered by insurance and irrespective of fault; and no such loss theft or damage shall relieve the Contractor of its obligations under the Contract. The Contractor will fully indemnify and hold the County and its officers, employees, agents and representatives harmless from (i) any loss or damage to the trucks and trailers during the term of the Contract (ii) any and all claims, damages, losses or actions arising out of the use or condition of the trucks and trailers and (iii) any and all claims, damages, losses or actions asserted by any third parties with respect to the Contractor's use, possession or operation of the trucks and trailers, including in each such case, indemnification for any and all expenses, costs, charges and reasonable attorney's fees associated therewith. The Contractor shall pay all fines imposed on the trucks and trailers or on any driver of the trucks or trailers during the term of the Contract.
- L. **Maintenance and Repair:** The County shall have no obligation to test, adjust, maintain, service or repair the trucks and trailers, which shall be the sole responsibility of the Contractor, during the term of the Contract. The Contractor shall maintain and repair the trucks and trailers in accordance with Section 1-28 of this Contract.

1-35 Ownership of Trucks and Trailers Supplied by the County

- A. The trucks and trailers shall at all times remain the property of the County. If requested by the County, the Contractor shall execute any documents designated by the County to affirm or set forth the County's ownership of or interest in the trucks and trailers.
- B. The Contractor shall not part with or otherwise sell, purport to sell, pledge, assign, or transfer any of the trucks and trailers. The Contractor shall not allow any levy, lien, or encumbrance of any kind or nature to be placed upon or maintained against any of the trucks and trailers. If a

levy, lien, or encumbrance is placed against any of the trucks and trailers, the Contractor shall immediately take all actions necessary to remove such levy, lien, or encumbrance.

1-36 Use of Trucks and Trailers Supplied by The County

If any trucks and trailers are provided by the County, they shall be used exclusively by the Contractor for work performed for the County under this Contract. The Contractor shall not use the trucks and trailers for any other purpose without the prior written approval of the County.

1-37 Possession of Trucks and Trailers Supplied by The County

- A. The Contractor shall take possession of the trucks and trailers supplied by the County at the date and location or locations designated by the County. By accepting possession of the trucks and trailers, the Contractor acknowledges and agrees that it will be deemed to have (a) accepted the Limitation of Warranties set forth below, (b) inspected the trucks and trailers and concluded that they are in proper operating condition and are adequate and sufficient for the Contractor's uses as authorized by this Contract, and (c) waived any right the Contractor may have to assert any defense against the County by reason of defect in the trucks or trailers or any warranties, representations, service or maintenance agreements, expressed or implied, made by the manufacturer or distributor of the trucks and trailers or by any other person or firm.
- B. If, after inspecting the trucks and trailers but before taking possession thereof, the Contractor concludes that any truck or trailer is not in proper operating condition or is not adequate and sufficient for the Contractor's uses as authorized under this Contract, the Contractor shall immediately provide written notice to the County explaining in detail the basis for the Contractor's conclusion. Upon receipt of such notice, the County will consider the reasons provided by the Contractor and notify the Contractor of the action, if any, that the County will undertake.

1-38 Limitation of Warranties

The contractor acknowledges that the trucks and trailers supplied by the County are provided to the contractor on an "as is" basis and that the County had made no warranties, express or implied, regarding the trucks and trailers including, but not limited to, performance guaranties and implied warranties of merchantability or fitness for a particular purpose, all of which are expressly excluded.

1-39 Redelivery of County Trucks and Trailers

- A. On expiration of the term or earlier termination of this Contract, the Contractor shall redeliver County trucks and trailers to the County by releasing the trucks and trailers to the County's agent or by transporting or shipping the trucks and trailers as the County may direct. Redelivery shall be at the Contractor's expense and liability. If the Contractor fails or refuses to redeliver all or any one of the trucks and trailers as required, the Contractor shall pay all of the County's costs, including attorney's fees and associated costs, incurred by the County in securing possession of any such trucks or trailers. In addition, the County shall have the right to take possession of the trucks and trailers and remove them. For that purpose, the County shall be permitted to enter any premises under the control or supervision of the Contractor where any of the trucks and trailers may be located, without being liable to any suit, action, defense, or other proceedings by the Contractor.
- B. In the event any of the trucks or trailers become located on premises not under the control or supervision of the Contractor, the Contractor shall take legal or other actions to immediately recover such trucks and trailers. If the Contractor fails or neglects to take such actions, the

County shall be entitled to do so and the Contractor shall pay the costs incurred by the County, including attorneys' fees and associated costs.

1-40 Required Condition upon Redelivery

- A. At the end of the term or upon earlier termination of this Contract, all County trucks and trailers shall be redelivered to the County in the same condition, as they were received, less normal wear and tear. This condition is hereafter referred to as the "Required Condition."
- B. Approximately three (3) months prior to the end of the Contract term, a County representative and the next contractor, if any, will perform a preliminary inspection of the trucks and trailers to determine if they are in the Required Condition. All repairs necessary, as determined by the County, to restore any truck or trailer to the Required Condition shall be completed no later than two (2) weeks prior to the end of the Contract term. A final inspection will be performed by the County on all trucks and trailers to determine if they are in the required condition. If any trucks and trailers are not in the required condition two (2) weeks prior to the end of the Contract, the County may, in its sole discretion, perform the repair work itself or have a third party perform said work. The Contractor shall be liable for the cost of said repair work, including all administrative costs. If the Contractor does not immediately pay the County for the repairs, the County may retain any funds owed to the Contractor and pursue any other remedies allowed by law. The Contractor shall be responsible for any costs and attorneys' fees incurred by the County in enforcing this section.

- C. The following is required upon redelivery all trucks and trailers must be in as good a condition as they were received, less normal wear and tear. This includes but is not restricted to;

The outside cosmetic appearance of all Trucks and Trailers to be without body damage. All wiring, lights and safety equipment will be in proper working condition. All suspensions to be in good repair. All structural frame and related parts to be without visual cracks and, if cracks are present, each must be repaired to the manufacturer's or DOT standards.

All brake drums and brake linings will require at least 75% remaining wear. Tires must have 75% tread and free of any other damage. If there is less than 75% remaining life on either the brake linings or tires, the Contractor will pay the pro-rated wear. Wheels must be straight and without damage other than normal wear, otherwise the wheel must be replaced.

All covers and hardware to be in excellent repair and have been replaced within the previous 12 months. Covers are to be comparable to original equipment.

Replacement parts will be new and of the same type and manufacturer's specifications or equal to the original equipment.

Hydraulic cylinders and fittings will be in good repair without leaks. All frames and structural members to be in proper alignment.

All running gear including engines, transmissions, rear-ends and axles will be in good repair and condition. The County may take oil samples of all components of the equipment in addition to other checks in order to access the condition.

- D. The Contractor shall be liable for the replacement value of any truck or trailer, which is damaged beyond repair and cannot be restored to the Required Condition. The Contractor shall also be liable for any costs and attorneys' incurred by the County in collecting payment for any such truck or trailer.

1-41 Back Haul Opportunities

The County recognizes that there may be opportunities for back hauls from the vicinity of the reuse sites back to the Seattle metropolitan area. Both the logistics and the products hauled must be approved in writing and coordinated through the County. Either the County or the Contractor may identify back haul opportunities for alternate products with the goal to reduce the cost of the County's biosolids hauling costs under this Contract.

1-42 Failure to Load or Haul - Liquidated Damages

- A. It is agreed by the parties that timely loading and hauling of biosolids is essential to this Contract. In the event the Contractor fails to perform the loading and hauling within the time specified in this contract, or beyond authorized extensions of the time limitations, damage will be sustained by the County. The Contractor shall, in place of actual damages, pay to the County as fixed, agreed, and liquidated damages in the amount of \$200 for each failure to haul. In addition, the Contractor will also be charged \$50.00 per each quarter hour when the biosolids de-watering process is halted. The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire contract.
- B. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of a road closure in which there is no alternate route and the Contractor is thereby prevented from traveling to a reuse site or returning to a wastewater treatment plant or the Storage Facility.

1-43 Substantial Failure to Perform

The approved Operations Plan submitted pursuant to Great Western's Plan and this document will be the minimum expected performance of the Contractor. Failure to perform as per the Operations Plan will be considered unsatisfactory performance. Failure to follow the Operations Plan will be considered a default of the Contract as Subsection 2-6 Termination for Convenience/Default and may result in the County invoking the performance bond. The Contractor shall take action to become consistent with the Operations Plan in not less than thirty (30) days from receipt of notice from the County.

1-44 Grit General Information

Grit is composed of sand, small rock particles, small sized debris, rags, sewage organics and contains living micro-organisms; therefore, the Contractor must ensure proper hygienic handling to protect its personnel and the public health in accordance with King County Health Department rules and regulations. The grit contains some water and the water quantity varies. Additionally, the Renton Treatment Plant will utilize this grit hauling contract to dispose of any, or all miscellaneous refuse, including loose papers, which is generated by the plant. Throughout this document, any reference to "grit" may be considered as a reference to any or all of the above-described materials.

1-45 Scheduling of Work

The County will establish a schedule of the days the grit is to be picked up at each location. The pickups now take place Monday, Wednesday and Friday during regular working hours but may require weekend work. Days for hauling grit may be changed to accommodate changes in grit production. King County will produce grit seven days per week. Grit quantities vary with the weather and season. Grit production is determined by the flows into the plant. The County will not schedule for convenience of the Contractor because the treatment process only provides for minimum storage of grit. Because of these variables, it is mandatory that the Contractor be able to respond to accelerated hauling requests at any time. In order to



provide available trailers, the Contractor will be required to schedule and haul around the needs of the County and also be able to adjust it's operation to fit the operational hours of the Cedar Hills landfill site or other approved sites. Travel into or leaving the WPTP entrance with the haul trucks and or trailers is restricted to the hours between 8:30 a.m. to 4:30 p.m. and 6:30 p.m. to 9:00 p.m. There are no restrictions at RTP at this time, plant access at night and on weekends is through an electric gate that must be opened with an access code.

1-46 Grit Haul Reporting

Transfer Stations in the Greater Seattle area will be used as delivery sites for the grit. While there will be no cost to King County for this service, all loads (approximately 25 tons) will be hauled to destination sites. Prior to leaving the treatment plant, Contractor shall complete and leave at the treatment plant a copy of the haul order form for each load. A second copy of the haul order form shall be returned to the County with the scale weight attached along with the monthly report. All reports will be in an approved form and sent to each treatment plant using Microsoft Excel.

1-47 Loading Measurement

The Contractor shall design each container to haul the same weight and volume. A load indicator will be placed in each container in order for operations to determine the maximum load. The Contractor will be responsible for maintaining all measure indicators.

1-48 Loading

There are three (3) grit storage hoppers at the WPTP and three (3) grit storage hoppers at the RTP. The Contractor will receive the grit at each of the treatment plants, as specified herein, and haul to the delivery sites described above. At each site the trucks will be weighed entering and departing so the County may be billed separately for the delivered tonnage to the site. The weight receipts received by the Contractor are to be attached to the individual hauling tickets from each plant and sent to each treatment plant with the monthly invoices.

1-49 Equipment Required

- A. Containers used to transport grit shall not allow leakage as specified by the Washington State Department of Ecology, WAC 173-301-142/143 and shall be covered with an approved cover. Covers will prevent spillage and control odor during transport. Covers will be consistently maintained to assure effective operation.
- B. Double-locked, watertight sealed, end-dumping trailers/containers are required. One of the locking mechanisms types must include at least four sand locks (safety locks) on all tailgates to prevent leakage. Belly dumps are not acceptable. All containers used will have four 2.5" ball valve drains installed in each trailer/container to be open during loading and closed and capped with a camlock during transport. All trailer stands must be permanently affixed to the trailer body and must be adequate to support a fully loaded trailer. Each container/trailer set shall be so configured to accept the grit in loading with no delay to the loading process, with all container/trailers using the same weight prescription. The Contractor's equipment will be designed such that it is maneuverable at each treatment plant and the unload site. The trailers must easily fit into each of the loading bays at the treatment plants. There must be a trailer under each hopper to receive grit at all times other than during transport to the unload site. The Contractor may be asked to move the containers/trailers during filling or the County may at its option move them.
- C. The approximate quantity of grit per load may vary. The total capacity of the Contractor's equipment must be capable of hauling a minimum of 25 tons and 34 cubic yards (17 cubic yards

in each container). The Contractor will not load it's own trailers. The County will make an operator available to load the Contractor's containers. The Contractor must call at least one-half hour in advance of arriving to pick up a load of grit to assure an operator will be available.

- D. The Contractor will be responsible for keeping the equipment as clean as possible. This will include rinsing the equipment each trip to remove dirt and to wash the truck at least once per week to remove all road dirt.

1-50 Transportation and Storage

The Contractor shall be entirely responsible for the handling and transportation of the grit from the moment of loading on the trailer until delivered and properly unloaded at a designated site. In case of any spillage or other accidental deposit of the grit, the Contractor must follow the "Biosolids and Grit Haul Contingency Plan" and take immediate curative steps to abate and remove the spilled grit. In the event of any delay in corrective action by the Contractor, the County shall authorize its staff or a third party to perform the cleanup and the Contractor shall be liable for all expenses incurred by the County. The Contractor shall remain on the scene until cleanup is completed. All trucks shall be equipped to provide for emergency traffic control when spills require such action. The Contractor shall be responsible for controlling and abating any spillage, odor, insects, vermin and/or any other problems, complaints or nuisance arising from its operation.

1-51 Significant Changes in Service Provided

If during the term of this contract there is a significant change in the requirements of the Contractor or other services covered under this contract as the result of regulatory changes, other change mandated by federal or state law or other unexpected significant circumstances not as a result of regulatory changes or law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this contract.

1-52 Additional Services

If King County requires additional services of the type the Contractor provides, it may direct the Contractor in writing to do the additional work subject to compensation and provisions mutually agreed to between the parties. Performance of additional work with the prior express written consent of King County shall be at the Contractor's sole expenses.

1-53 Inquiries

The primary contacts for program administration are:

King County – Project Manager

Mark Lucas  
Senior Land Reclamation Coordinator  
201 South Jackson Street, M/S KSC-NR-0512  
Seattle, WA 98104-3855  
Phone: (206) 684-1248  
Fax: (206) 684-2057

Buyer Contact for Contract Issues  
Ovita Bonadie, Buyer-King County  
Phone: (206) 684-1055  
Fax: (206) 684-1470

Great Western Soil Conditioners, Inc.

Daniel O'Neill  
President  
9418 Old Highway 99 South  
Olympia, WA 98501  
Phone: (360) 352-1388  
Fax: (360) 754-3301

PART 1: NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Contractor will, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this section. The Contractor will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Contractor will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Contractor.
- E. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;

4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain *times* is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Contractors entering into a contract or agreement with King County valued at \$25,000 or more under this Contract shall, after the proposer receives written notice of selection, submit the following:
  - 1) A Personnel Inventory Report on the form provided by the County.
  - 2) An Affidavit of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 are available from the Minority and Women's Business Enterprise and Contract Compliance Division, phone (206) 684-1330.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200 In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.

**SECTION 2**  
**GENERAL TERMS AND**  
**CONDITIONS**

## SECTION 2 - GENERAL TERMS AND CONDITIONS

### 2-1 Definition of Words and Terms

Where used in the contract documents, the following words and terms shall have the meanings indicated.

**Acceptance:** Formal action of the County in determining that the Contractor's work has been completed in accordance with the contract.

**Act of Nature:** A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

**Amendments:** Written additions, deletions, clarification, interpretations, modifications or corrections to the scope of work and/or contract documents issued by the County during the Contract period.

**Final Offer:** Final Offer shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's final offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

**Buyer:** Individual designated by King County to conduct the contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during contract performance.

**Change Order:** Written order issued by the County, with or without notice to sureties, making changes in the work within the scope of this contract.

**Constructive Miles:** Distances named but not necessarily actual because of variation in the ease of road passability.

**Contract or Contract Documents:** The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the services or work under the Contract.

**Contract Administrator:** The individual designated by the County to administer the contract and be the contractor's primary point of contact. The contract administrator will approve orders, receipts, invoices and document the contractor's performance. This person may be the project manager.

**Contract Price:** Amount payable to the Contractor under the terms and conditions of the contract for the satisfactory performance of the services under the contract.

**Contract Period:** The period and time during which the Contractor shall perform the services or work under the contract.

**Contract Time:** Number of calendar days and/or the intermediate and final completion dates stated in the contract documents for the completion of the work specified herein.

**Contractor:** The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of services or work under the contract.

**Contractor's Representative:** The individual designated in writing by the Contractor to act on its behalf under this contract.

**Cost Analysis:** The review and evaluation of the separate cost elements and proposed profit of the Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the contract should cost, assuming reasonable economy and efficiency.

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**Council:** The Metropolitan King County Council. The elected, governing body of King County.

**Criteria, Evaluation Criteria or Evaluation Factors:** The elements cited in the RFP that the County will examine to determine the proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the proposer; potential for successfully accomplishing the contract; risk allocation and the probable cost to the County.

**Day:** Calendar day.

**Documentation:** Technical publications relating to the use of the Software, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to King county.

**Executive:** King County Executive

**Long Haul:** Hauls over 100 miles from King County's Treatment Plants, i.e., to such application site as Boulder Park and Green Valley.

**Month:** The period commencing on the first day of a calendar month and ending on the first day of the next succeeding calendar month.

**Person:** Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

**Price Analysis:** The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

**Project Manager:** The individual designated by the County to manage the project on a daily basis and may represent the County for contract administration. This contract may be part of a larger County project.

**Proposed Work Change (PWC):** A written document issued by the project manager, or his/her designee, to the Proposer identifying contemplated changes in the work and requesting a price estimate from the Contractor; such a document shall not be interpreted or construed to constitute a change order.

**Provide:** Furnish without additional charge.

**RCW:** The Revised Code of Washington.

**RFP:** Request for Proposal number 99-032.

**RTP:** Renton Treatment Plant, the wastewater treatment plant located at 1200 Monster Road S.W., Renton, Washington.

**Reconciled Invoices:** A revised invoice that matches the actual deliveries to the delivery sites.

**Required Condition:** The same condition, as they were received, less normal wear and tear.

**Services:** The furnishing of labor, time or effort by a Contractor, not involving the delivery of any specific end product. Work performed to meet a demand, especially work not connected with a manufacturing process.

**Shall or Will:** Whenever used to stipulate anything, shall or will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Short Haul: Hauls within 100 miles of King County's Treatment Plants, i.e., to such application site as GroCo, Weyerhaeuser and Pack Forest."

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed or of the technical requirements to be fulfilled under this contract.

Storage Facility: The storage and maintenance facility at 6640 Ellis Avenue, Seattle, Washington, which is located at the north end of the King County Airport and used for the purpose of maintaining and staging trucks and trailers from the County's wastewater treatment plants.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the work covered by this contract.

Submittals: Information, which is submitted to the Project Manager in accordance with the technical specifications.

Subsection: For reference or citation purposes, subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Truck Stops: Locations that have been pre-approved for the trucks to stop for food or other necessities.

Work: Everything to be done and provided for the fulfillment of the contract.

WPTP: West Point Treatment Plant, the wastewater treatment plant located at Discovery Park, in Seattle, Washington.

Wastewater treatment plants: Renton Treatment Plant and West Point Treatment Plant.

Year 2000 Compliant: An information system is "Year 2000 Compliant" when the system is able to accurately process date data-including, but not limited to, calculating, comparing and sequencing--from, into and between the twentieth and twenty-first centuries, including leap year calculations.

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### Administration

This contract is between the County and the Contractor who will be responsible for providing the goods and/or performing the services described herein. The County is not party to defining the division of work between the Contractor and its subcontractors, if any, and the specifications have not been written with this intent.

The Contractor represents that it has or will obtain all personnel and equipment required to perform hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the contract must be disclosed according to Attachment G; and the County will determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this contract may be monitored and reviewed by a contract administrator appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this contract shall be addressed to the contract administrator for response.

This contract is for official use only.

2-3 Proof of Compliance with Contract

The Contractor shall, if requested submit to King County within sixty (60) days properly authenticated documents or other satisfactory proof as to the Contractor's compliance with contract requirements.

In addition, the Contractor will permit King County, or their dully-authorized representative, to inspect all work, materials, payrolls and other data and records involving the contract.

2-4 Contract Documents and Precedence

The documents constituting the contract between King County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: (1) Amendment; (2) Contract Agreement Form, and all attachments including: Proposal Response Form (Attachment A), Sworn Statement Regarding Equal Employment Opportunity (Attachment F), letter of Insurance Confirmation (Attachment E), Performance and Payment Bond (Attachment D) Agreement (Attachment M), Former Employee Disclosure Form (Attachment G), (3) Great Western Soil Conditioners' Response to Proposal Best and Final Offer (4) Proposal Addenda; (5) Contractor's Proposal, and (6) Request for Proposal.

2-5 Amendments

This contract may be amended. All amendments to this contract shall be in writing and signed by both parties.

2-6 Termination for Convenience/Default

A. Termination for Convenience

King County for its convenience may terminate this contract, in whole or in part, upon thirty (30) days written notice sent by courier service, certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its fees, on that portion of the work satisfactorily performed up to the date of termination specified in the notice. The Contractor shall promptly submit this information, together with detailed supporting documentation. If the Contractor has any property i.e. vehicles or data, in its possession belonging to King County, the Contractor shall account for the same and return or dispose of it in the manner King County directs.

B. Termination for Default

In addition to termination for convenience, if either party fails to perform in the manner called for in the contract, or if either party fails to comply with any material provisions of the contract, either party may terminate this contract for default. One party shall provide the other party with written notice of the default and a ten (10) day period for the party to correct the default to the satisfaction of the contract. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the party setting forth the manner in which the other party is in default and the effective date of termination. The party will only be paid for services performed in accordance with the manner of performance set forth in the contract.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this contract or in any amendment hereto, the County may, upon written notice to

the Contractor, terminate this Contract in whole or in part. Such termination shall be in addition to the County's rights to terminate for convenience or default.

In accordance with King County Code 4.04, 040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and
2. The Contractor shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.
3. Funding under this contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

D. Force Majeure

A party shall be excused from performance of the contract to the extent such performance is limited, delayed or prevented in whole or in part by an act of nature. In the event a party is unable to perform due to an act of nature, that party shall not be considered in default provided the party makes all reasonable efforts to resume performance and all reasonable steps are taken to ensure Plan Participants have access to health care services. The parties' obligations shall be suspended and any time periods included in contract provisions shall be extended by the period of the time the affected party is unable to perform. If the affected party is still unable to perform after thirty (30) days, the other party may exercise its right to terminate the contract.

2-7 Payment

Invoices with supporting documentation as appropriate will be submitted by the Contractor for services provided to the Program Administrator who requested the service(s) for review and approval prior to sending said invoice(s) to the appropriate accounts payable section for payment processing. The Program Administrator shall forward Contractor's invoices to accounts payable department for payment.

**Important** – The County requires one invoice per requisition for payment processing. All invoices must include the following information: contract number, requester's name and phone number, date of invoice, invoice number, purchase order number, prompt payment discount and total price for invoice. Failure to comply with this requirement may delay payment.

2-8 Payment Procedures

Not to Exceed thirty (30) calendar days after receipt and approval of an invoice, the County will pay the Contractor for authorized goods and/or services satisfactorily delivered or performed. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

2-9 Taxes, Licenses and Certificate Requirements

This contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified service consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required license(s) or certificate(s) are terminated,

suspended, revoked or in any manner modified from its status at the time this Agreement becomes effective, the Contractor shall notify King County immediately of such condition in writing.

The Contractor shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any subcontractors and shall secure and maintain such licenses and permits as may be required to provide the services under this contract. Contractor may be required to provide licenses and permits upon request of King County.

2-10 Guarantee

The Contractor shall not be relieved of its guarantee responsibility on services that have been accepted by King County on the date of termination of this contract. The termination of the contract shall in no way relieve the Contractor from any of its covenants, undertakings, duties and obligations, under this contract nor limit the rights and remedies of King County hereunder in any manner whatsoever.

This guarantee shall be in addition to any other express warranties or any implied warranties or remedies provided by this contract or by law, and in addition to any other rights or remedies available to King County under this contract or by law. No provision in this section shall be construed to limit the liability of the Contractor for work not done in accordance with the contract. The liability for such work shall extend as far as the appropriate periods of limitation provided by law.

2-11 Assignment

The Contractor shall not assign any interest, obligation or benefit under or in this contract or transfer any interest in the same, whether by assignment or notation, without prior written consent of King County. If assignment is approved, this contract shall be binding upon and inure to the benefit of the successors of the parties.

2-12 Hold Harmless and Indemnification

The successful awardee shall protect, defend, indemnify, and hold the County, its agents, employees, officials, and officers harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the execution of, performance of, or failure to perform this Contract; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the successful awardee, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this paragraph shall be valid and enforceable only to the extent of the negligence of the successful awardee, its agents, employees, and/or officers; and, PROVIDED FURTHER, that nothing in this paragraph shall require the successful awardee to indemnify, hold harmless, or defend the County, its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of the County, its agents, employees, and/or officers. The successful awardee's obligation under this paragraph shall include indemnification for claims made by the successful awardee's own employees or agents. For this purpose, the successful awardee, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 R.C.W. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this paragraph, and such fees, expenses, and costs shall be recoverable from the successful awardee.

2-13 Applicable Law and Forum

The Contractor shall comply with all King County ordinances, resolutions and regulations applicable to this contract and with any applicable local, state or federal laws or regulations. This contract shall be governed by and construed according to the laws of the state of Washington. Any suit arising from this

contract shall be brought in King County Superior Court, which shall have sole and exclusive jurisdiction and venue.

2-14 Equal Employment Opportunity Requirements

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of creed, race, religion, color, sex, sexual orientation, age, national origins or the presence of any sensory, mental or physical disability unless based on a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, race, religion, color, sex, sexual orientation, age, national origins or the presence of any sensory, mental or physical disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause.

2-15 Conflicts of Interest and Noncompetitive Practices

Consistent with King County Ordinance 11032, the Contractor agrees as follows:

A. Conflict of Interest

The Contractor, by entering into this contract with King County to perform or provide work, services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to King County and take action immediately to eliminate the conflict or to withdraw from this contract, as King County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this contract with King County to perform or provide work, services or materials, has thereby covenanted:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives to any official, member or employee of King County or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

2-16 Disputes, Claims and Appeals

Questions or claims regarding meaning and intent of the contract or arising from this contract shall be submitted in writing by the Contractor to the program administrator for a written decision within ten (10) calendar days of the date of which the Contractor knows or should have known of the question or claim.

The program Administrator will ordinarily respond with a written decision to the Contractor, but absent such written response the question or claim shall be deemed denied upon the thirtieth (30th) calendar day following receipt by the project manager.

In the event the Contractor disagrees with any determination or decision of the program administrator, the Contractor shall, within then (10) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the project manager. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The project manager will review the appeal and transmit a decision in writing to the Contractor within thirty (30) calendar days from the receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the program administrator within said ten (10) calendar day period will be final and will constitute a waiver of the Contractor's right to thereafter assert any claim resulting from such determination or decision. Appeal to the project manager shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in questions between King County and the Contractor that are not resolved between the project manager and the Contractor may be referred to mediation or arbitration. Otherwise such matters will be decided in the Superior Court of King County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between King County, and the Contractor. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of the program administrator. Failure by the Contractor to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a release of that claim and a presumption of prejudice to King County.

2-17 Continuation During Disputes

The Contractor agrees that notwithstanding, the existence of any dispute between the parties, insofar as possible under the terms of the contract to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by law.

2-18 Retention of Records and Audit Access

A. Retention of Records

1. The Contractor shall maintain books, records and documents of its performance under this contract in accordance with generally accepted accounting principles. The Contractor shall maintain and retain for a period of not less than six (6) years after the date of final acceptance of contract work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final proposal for this contract and invoicing for supplies or services and any payments resulting from change orders or claims. In addition, the Contractor shall maintain the financial information used in the preparation or support of any change orders or claims.
2. The Contractor shall ensure that its subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by the subcontractors and suppliers of their portions of the work under this contract.

B. Audit Access

1. The County and its authorized representatives and designees shall have access to all records maintained and retained by the Contractor and its subcontractors for the purpose of inspection, cost/price analysis, audit or other reasonable purposes related to this contract.

The County and its representatives and designees shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall provide proper facilities for such access, inspection and copying.

2. Audits may be conducted during or after the contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits will be conducted by auditors selected and paid for by the County. Audits shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor shall fully cooperate with the County or its auditor(s) during audits and inspections, and provide all requested documentation.
3. If an audit is commenced more than sixty (60) days after the date of final acceptance of contract work, the County will give reasonable notice to the Contractor of the date on which the audit will begin.
4. The Contractor shall maintain records relating to the pricing of spare parts. The County will have access to such records for audit purposes.
5. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

2-19 Taxes, Licenses, and Certificate Requirements

This contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any subcontractors and shall secure and maintain such licenses and permits as may be required to provide the services or supplies under this Contract. It has been determined that this contract is exempt from Federal Excise Tax for fuel and tires. The contractor has reflected a credit of \$.49 (forty-nine cents) per ton for a Federal Excise Tax savings.

2-20 Assignment

The Contractor shall not assign any interest, obligation or benefit under or in this contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this contract shall be binding upon and inure to the benefit of the successor/party.

2-21 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar days of the date in which the Contractor knows or should know of the question or claim. The buyer will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Services Division Manager. Such written notice of appeal shall



include all documents and other information necessary to substantiate the appeal. The Procurement Services Division Manager will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the Procurement Services Division Manager shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Services Division Manager and the Contractor or through alternative dispute resolution will be decided in the Superior Court of King County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

**2-22 Mediation and Arbitration**

Nothing in this paragraph precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

**2-23 Recycled Products Policy**

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor shall, when requested by the contract administrator, provide documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor shall furnish the content by price/volume of recycled and non-recycled material used, and shall furnish an explanation of the reason that recycled materials were not used.

**2-24 Industrial and Hazardous Waste**

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

2-25 Year 2000 Compliance

An information system is "Year 2000 Compliant" when the system is able to accurately process date data - including, but not limited to, calculating, comparing and sequencing--from, into and between the twentieth and twenty-first centuries, including leap year calculations.

2-26 Nondisclosure of Data

Data provided by King County either before or after contract award shall only be used for its intended purpose. Proposers, vendors, contractors and subcontractors shall not utilize nor distribute the King County data in any form without the express approval of King County.

2-27 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through Subsection 2-5 Amendments.

2-28 Severability

Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to be invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of this Agreement and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Agreement, which will remain valid and binding.

2-29 Purchase Orders

Purchase Orders will be issued referencing this Contract Agreement number. The Purchase Orders will define and authorize the delivery of goods and services by the Contractor with a "not to exceed price" (based on the prices contained in Attachment B and estimated other direct costs, if applicable.) The purchase orders issued by Procurement Services Division may also modify the contract terms, funding or other matters subject to Subsection 2-5 Amendments.

2-30 Cost Mark-Up

Contractors shall not mark up subcontractor costs and Other Direct Costs (ODCs). The cost for subcontractor management shall be segregated into a single cost item and included as a separate task in the Contract.

2-31 Other Public Agency Orders

Other public agencies may utilize the terms and conditions established by this contract if the Contractor agrees. King County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

**SECTION 3**  
**INSURANCE REQUIREMENTS**

## SECTION 3 - INSURANCE REQUIREMENTS

### 3-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County received notice at least 45 days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of King County, deliver to King County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to provide such insurance in a time-frame acceptable to the King County shall enable King County to suspend or terminate the Contractor's work hereunder in accordance with contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this contract shall not relieve the Contractor from its insurance obligations hereunder.

### 3-2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that services pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor with this Contract.
- b. To the extent of the contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.
- c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and subcontractors. The Contractor shall be responsible for the subcontractor's compliance with these provisions.

3-3 Performance and Payment Bond

The Proposer to whom the County awards this Contract shall furnish a performance and payment bond on the form provided in Attachment D, "Performance and Payment Bond," in the amount of \$650,000 as security for the faithful performance of the work, including the payment of all persons furnishing materials and performing labor on the work, and all payments arising from the performance of the work due the State of Washington pursuant to Titles 50 and 51 RCW. Such bond shall be submitted within ten (10) calendar days of receipt of a written request from the County. Such bond must be executed by a duly licensed surety company which is registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of

Washington published by the Office of the Insurance Commissioner. The scope of the performance and payment bond or the form thereof prescribed in Attachment D shall in no way affect or alter the liabilities of the Contractor to the County under subsection "Indemnification."

The County may require the sureties or surety company to appear and qualify themselves upon the bond. If at any time, the County determines, in its sole judgment, that the sureties or surety company are insufficient, the County may require the Contractor to furnish additional surety in form and arrangement satisfactory to the County and in an amount not exceeding that originally required. Payments will not be made on the contract until sufficient surety as required is furnished.

Failure by the Proposer to submit a satisfactory performance and payment bond shall be grounds for disqualifying the Proposer from further participation in this RFP and result in forfeiture of the proper Proposal security.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

FORM ID T2  
ONE I-04

DATE (MM/DD/YY)  
06/28/00

**PRODUCER**  
Raleigh, Schwarz & Powell, Inc  
P. O. Box 1718  
Tacoma WA 98402  
Phone: 253-396-5500 Fax: 253-396-4500

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**

**INSURED**  
O'Neill & Sons, Inc.; O'Neill & Sons Trucking; Great West Supply; Great Western Soil Conditioners, etal  
P. O. Box 4128  
Tumwater WA 98501

INSURER A: Westport Insurance Corporation  
INSURER 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RF20208651	07/01/00	07/01/01	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RF20208651  HIRED AUTO PHY DAM \$15,000 LIMIT	07/01/00	07/01/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> King County Attn: Mark Lucas Mail Stop #81 821 2nd Ave Seattle WA 98104-1958	N ADDITIONAL INSURED; INSURER LETTER:	KING-07	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 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.
			David Allison





BOND NO: 111003807

PREMIUM: \$13,000.00  
Premium based on final contract price.

### PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Great Western Soil Conditioners  
PO Box 4128  
Tumwater, WA 98501-0128

**OWNER (Name and Address):**

King County  
The Exchange Building, 821 Second Ave. MS 71  
Seattle, WA 98104

**Premium based on final contract amount**

**SURETY (Name and Principal Place of Business):**

Amwest Surety Insurance Company  
9709 Third Avenue NE, Suite 200  
Seattle, WA 98115-2027

**CONSTRUCTION CONTRACT**

Date: 01 Aug 2000 Contract Number: RFP99-032

Amount: Six hundred fifty thousand And 00 /100 Dollars ( \$650,000.00 ).

**Description (Name and Location):**

RFP99-032 Biolsolids & Grit Hauling Services

**BOND**

Amount: Six hundred fifty thousand And 00 /100 Dollars ( \$650,000.00 ).

Signed, sealed and dated this day of 24 Jul 2000



Great Western Soil Conditioners  
By: [Signature] Principal Name  
Signature

Amwest Surety Insurance Company  
By: [Signature] Signature

Dan Bouc  
Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. After the Owner has declared Contractor in default and has satisfied the conditions of Paragraph 3, and the Surety has conducted its own prompt and reasonable investigation as to whether or not the Contractor's default has actually occurred, the Surety may at its own option elect one or more of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount determined, tender payment therefore to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract; and
  - 6.2 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted no later than six months after Contractor Default or no later than six months after the Contractor ceased working or no later than six months after the Surety refused or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or other legal requirement shall be deemed incorporated herein.
12. DEFINITIONS
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, or reduced by all valid and proper payments made or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms hereof.



BOND NO: 111003807

PREMIUM: \$13,000.00

### PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Great Western Soil Conditioners  
PO Box 4128  
Tumwater, WA 98501-0128

***Final premium based on final  
contract amount.***

**OWNER (Name and Address):**

King County  
The Exchange Building, 821 Second Ave. MS 71  
Seattle, WA 98104

**SURETY (Name and Principal Place of Business):**

Amwest Surety Insurance Company  
9709 Third Avenue NE, Suite 200  
Seattle, WA 98115-2027

**CONSTRUCTION CONTRACT**

Date: 01 Aug 2000 Contract Number: RFP 99-032

Amount: Six hundred fifty thousand And 00/100 Dollars ( \$650,000.00 )

**Description (Name and Location):**

RFP99-032 Biolsolids & Grit Hauling

**BOND**

Amount: Six hundred fifty thousand And 00/100 Dollars ( \$650,000.00 )

Signed, sealed and dated this day of 24 Jul 2000



Great Western Soil Conditioners

By: *Darl...* Principal Name  
Signature

Amwest Surety Insurance Company

By: *Dan Bouc* Signature

Dan Bouc

Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity whose materials or equipment were furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 11) of any claims, demands, liens or suits and tendered defense, claims, demands, liens or suits to the Contractor and the Surety and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety at P.O. Box 4500, Woodland Hills, California 91365-4500 and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claims stating, with substantial accuracy, the amount claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - 3 Not having been paid within the above 30 days, have sent a written notice to the Surety at P.O. Box 4500, Woodland Hills, California 91365-4500 and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
7. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
8. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of six months from the date (1) on which the claimant gave the notice required by Paragraph 4.1 or Clause 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address specified or shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy this Bond or shall permit a copy to be made.
14. DEFINITIONS
  - 14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.


# LIMITED POWER OF ATTORNEY

## Amwest Surety Insurance Company

## Far West Insurance Company

Expiration Date: 05/12/01

POWER NUMBER 0001009138

This document is printed on white paper containing the artificial watermarked logo (  ) of Amwest Surety Insurance Company on the front and brown security paper on the back. Only unaltered originals of the Limited Power of Attorney ("POA") are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of Nebraska and is only valid until the expiration date. Amwest Surety Insurance Company and Far West Insurance Company (collectively the "Company") shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (206) 522-3111

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation (collectively the "Company"), do hereby make, constitute and appoint:

Irene E. Meyers  
Jay A. Miley  
Dianne Hansen  
Suzanne Holden  
Mark Nermo  
Dan Bouc

As Employees of Amwest Surety Insurance Company

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follows:

All Bonds up to \$25,000,000.00

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors of both Amwest Surety Insurance Company and Far West Insurance Company set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of each company, are now in full force and effect.

Bond No. 111003807 Signed & sealed this 24th day of July 2000

  
Karen G. Cohen, Secretary

### RESOLUTIONS OF THE BOARD OF DIRECTORS

This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 15, 1975 and Far West Insurance Company at a meeting duly held on July 28, 1983:

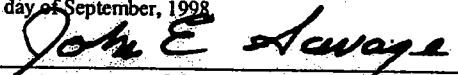
RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company and Far West Insurance Company have caused these present to be signed by its proper officers, and its corporate seals to be hereunto affixed this 25<sup>th</sup> day of September, 1998.

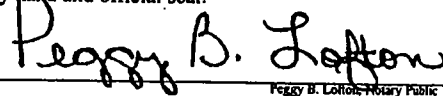
  
John E. Savage, President

  
Karen G. Cohen, Secretary

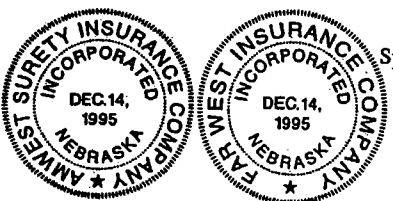
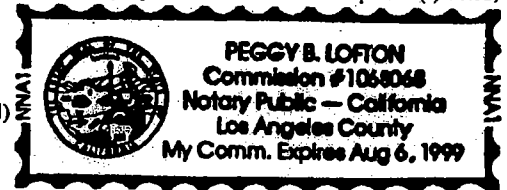
State of California  
County of Los Angeles

On September 25, 1998 before me, Peggy B. Lofton Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature   
Peggy B. Lofton, Notary Public

(Seal)



5230 Las Virgenes Road Calabasas, CA 91302 TEL 818 871-2000

FOR OFFICIAL USE ONLY  
Docket: TG-051406  
Effective Date: 02/06/06

**ATTACHMENTS**

ATTACHMENT A

PROPOSAL RESPONSE FORM

RFP NO: 99-032

Proposer's Declarations and Statement of Understanding

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Proposal Response Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that addenda numbers 1 through 3 have been delivered and have been taken into account as part of this Proposal, and that all addenda issued are hereby made part of our Proposal.

Proposer hereby designates Daniel C. O'Neill Telephone No: (360) 352-1388  
as the person to contact for additional information about our Proposal.

E-Mail Address: oneilldc@interserve.com Fax No: (360) 754-3301

**DECLARATION**

By signing this Proposal, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. By signing the signature page of this Proposal, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, and authorized the signature below.
3. In preparing this Proposal, the Proposer has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Proposal or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this Proposal Response Form.

Internal Revenue Service (IRS) Reporting Requirements

Check one:  Corporation;  Partnership;  Sole Proprietor;  Other \_\_\_\_\_

Identify: State of Incorporation: Washington

Provide one: Federal Tax Number 91-1304969 Social Security Number \_\_\_\_\_

Identify: UBI Number 600 639211 Business License Number \_\_\_\_\_

What is the official name registered with the IRS for this number: Great Western Soil Conditioners Inc.

Proposer accepts all Contractual terms and conditions.

Firm Name: Great Western Soil Conditioners Inc.

Address: P. O. Box 4128

Proposer does not accept all contractual terms and conditions. Explanation must be included with proposal and may impact vendor selection.

City, State, Zip: Tumwater, Wa 98501

Phone Number: (360) 352-1388

Authorized Signature: Daniel C O'Neill

1

# Revised Price Sheet (Credit)

(assumes credit for Federal Excise Tax)

(In 1999 biosolids production for West Point was 60,438 wet tons and Renton was 74,763 wet tons)

Contractor Name: Great Western Soil Conditioners, Inc.

## Assumption A-1 (per RFP distribution)

One Contractor serving both the West Point and Renton Treatment Plants

(1) Assume hauler does not pay Federal Excise tax

(2) Assume the distribution as outlined in the RFP, the 1999 actuals were approximately:

- 46,500 tons to BPI in Douglas County
- 39,000 tons to Green Valley in Yakima County
- 28,000 tons to Weyerhaeuser in King County
- 13,500 tons to State DNR in King County
- 11,000 tons to GroCo in King County
- ? balance to eastern Washington

	Schedule 1 (all trucks supplied by County)	Fixed Cost Per Load
Variable Cost Per Ton	9.41	
Fixed Cost per Month	34,190.00	
Grit Haul West Point		N/C
Grit Haul Renton		N/C

## Assumption A-2 (modified distribution)

One Contractor serving both the West Point and Renton Treatment Plants

(1) Assume hauler does not pay Federal Excise tax

(2) Assume a modification to the 1999 distribution as outlined below, which is approximately:

- 65,000 tons to BPI in Douglas County
- 30,000 tons to Green Valley in Yakima County
- 25,000 tons to Weyerhaeuser in King County
- 10,000 tons to State DNR in King County
- 10,000 tons to GroCo in King County
- ? balance to eastern Washington

	Schedule 1 (all trucks supplied by County)	Fixed Cost Per Load
Variable Cost Per Ton	9.68	
Fixed Cost per Month	34,190.00	
Grit Haul West Point		N/C
Grit Haul Renton		N/C

Price Proposal - RFP No. 99-032

Best & Final

Schedule 1 - Single contract for both treatment plants, King County provides equipment. Variable cost/ton \$9.41  
Fixed cost/month \$34,190.00

*Daryl C. DeLo*  
PRESIDENT 3-2-00

FOR OFFICIAL USE ONLY

Docket: TG-051406

Effective Date: 02/06/06



## Revised Price Sheet (Credit)

(assumes credit for Federal Excise Tax)

(In 1999 biosolids production for West Point was 60,438 wet tons and Renton was 74,763 wet tons)

Contractor Name: Great Western Soil Conditioners, Inc.

### Assumption B (modified distribution)

One Contractor providing service to the West Point treatment plant only

(1) Assume hauler **does not** pay Federal Excise tax

(2) Assume the the following revised distribution, which is approximately:

- 55,000 tons to BPI in Douglas County
- tons to Green Valley in Yakima County
- tons to Weyerhaeuser in King County
- tons to State DNR in King County
- 5,000 tons to GroCo in King County (in bad weather)
- ? balance to eastern Washington

	Schedule 4 (all trucks supplied by County)	Fixed Cost Per Load
Variable Cost Per Ton	11.09	
Fixed Cost per Month	32,524.40	
Grit Haul West Point		N/C
Grit Haul Renton		N/C

### Assumption C (modified distribution)

One Contractor providing service to the Renton treatment plant only

(1) Assume hauler **does not** pay Federal Excise tax

(2) Assume the the following revised distribution, which is approximately:

- tons to BPI in Douglas County
- 30,000 tons to Green Valley in Yakima County
- 25,000 tons to Weyerhaeuser in King County
- 10,000 tons to State DNR in King County
- 5,000 tons to GroCo in King County (in bad weather)
- ? balance to eastern Washington

	Schedule 4-a (all trucks supplied by County)	Fixed Cost Per Load
Variable Cost Per Ton	9.88	
Fixed Cost per Month	32,524.40	
Grit Haul West Point		N/C
Grit Haul Renton		N/C

## Revised Price Sheet (No Credit)

(assumes no credit for Federal Excise Tax)

(In 1999 biosolids production for West Point was 60,438 wet tons and Renton was 74,763 wet tons)

Contractor Name: Great Western Soil Conditioners, Inc.

### Assumption A-1 (per RFP distribution)

One Contractor serving both the West Point and Renton Treatment Plants

(1) Assume hauler does pay Federal Excise tax

(2) Assume the distribution as outlined in the RFP, the 1999 actuals were approximately:

- 45,500 tons to BPI in Douglas County
- 39,000 tons to Green Valley in Yakima County
- 28,000 tons to Weyerhaeuser in King County
- 13,500 tons to State DNR in King County
- 11,000 tons to GroCo in King County
- ? balance to eastern Washington

	Schedule 1 (all trucks supplied by County)	Fixed Cost Per Load
Variable Cost Per Ton	9.90	
Fixed Cost per Month	32,190.00	
Grit Haul West Point		N/C
Grit Haul Renton		N/C

### Assumption A-2 (modified distribution)

One Contractor serving both the West Point and Renton Treatment Plants

(1) Assume hauler does pay Federal Excise tax

(2) Assume a modification to the 1999 distribution as outlined below, which is approximately:

- 56,000 tons to BPI in Douglas County
- 30,000 tons to Green Valley in Yakima County
- 25,000 tons to Weyerhaeuser in King County
- 10,000 tons to State DNR in King County
- 10,000 tons to GroCo in King County
- ? balance to eastern Washington

	Schedule 1 (all trucks supplied by County)	Fixed Cost Per Load
Variable Cost Per Ton	10.23	
Fixed Cost per Month	32,190.00	
Grit Haul West Point		N/C
Grit Haul Renton		N/C

# Revised Price Sheet (No Credit)

(assumes no credit for Federal Excise Tax)

(In 1996 biosolids production for West Point was 60,436 wet tons and Renton was 74,763 wet tons)

**Contractor Name: Great Western Soil Conditioners, Inc.**

## Assumption B (modified distribution)

One Contractor providing service to the West Point treatment plant only

- (1) Assume hauler does pay Federal Excise tax
- (2) Assume the the following revised distribution, which is approximately:

- 55,000 tons to BPI in Douglas County
- tons to Green Valley in Yakima County
- tons to Weyerhaeuser in King County
- tons to State DNR in King County
- 5,000 tons to GroCo in King County (in bad weather)
- ? balance to eastern Washington

	Schedule 4 (all trucks supplied by County)	Fixed Cost Per Load
Variable Cost Per Ton	11.66	
Fixed Cost per Month	32,524.00	
Grit Haul West Point		N/C
Grit Haul Renton		N/C

## Assumption C (modified distribution)

One Contractor providing service to the Renton treatment plant only

- (1) Assume hauler does pay Federal Excise tax
- (2) Assume the the following revised distribution, which is approximately:

- tons to BPI in Douglas County
- 30,000 tons to Green Valley in Yakima County
- 25,000 tons to Weyerhaeuser in King County
- 10,000 tons to State DNR in King County
- 5,000 tons to GroCo in King County (in bad weather)
- ? balance to eastern Washington

	Schedule 4-a (all trucks supplied by County)	Fixed Cost Per Load
Variable Cost Per Ton	10.23	
Fixed Cost per Month	32,524.00	
Grit Haul West Point		N/C
Grit Haul Renton		N/C



ATTACHMENT C

Personnel Inventory Report

Legal name of business Great Western Soil Conditioners Inc. Telephone No: (360) 352-1388
dba (if applicable) N/A
Street address 9418 Old Hwy 99 S. City Olympia State Washington Zip Code 98501

Submitted by: Daniel C. O'Neill Title President Date 12-15-99
IRS Employer Identification Number: 91-1304969

Do you have any employees? No Yes X

If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers 2. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): 11-30-99

Do any of your employees belong to a union and/or do you use an employee referral agency? No X Yes

If yes, list the unions and/or employee referral agencies with whom you have agreements:

If you expect to do more than \$10,000 worth of public work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Table with 16 columns: Job Categories, Whites (M, F), African Americans (M, F), Asians (M, F), Native Americans (M, F), Hispanics (M, F), Disabled (M, F), Minority Subtotal (M, F), Disabled Subtotal (M, F). Rows include Managerial, Professional, Technical, Clerical, Sales, Service, Labor, On-Job Trainees, Apprentice, Skilled Craft\*, and Subtotal.

\* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: 31 If no employees, write "0."



# Personnel Inventory Report

## SUPPLEMENTAL FORM

**Use this form as necessary to report the total work force.**

Legal name of business \_\_\_\_\_ Telephone \_\_\_\_\_  
 Submitted by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<b>Managerial</b>																
<b>Professional</b>																
<b>Technical</b>																
<b>Clerical</b>																
<b>Sales</b>																
<b>Service</b>																
<b>Labor</b>																
<b>On-Job Trainees</b>																
<b>Apprentice</b>																
<b>Skilled Craft*</b>																
<b>Subtotal</b>																

Contact the King County Procurement and Contract Services Division at (206) 296-4210 or the King County M/WBE and Contract Compliance Division (206) 684-1330 if you have any questions concerning completion of this form.



# Personnel Inventory Report

## SUPPLEMENTAL FORM

Use this form as necessary to report the total work force.

Legal name of business \_\_\_\_\_ Telephone \_\_\_\_\_  
Submitted by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

Contact the King County Procurement and Contract Services Division at (206) 296-4210 or the King County M/WBE and Contract Compliance Division (206) 684-1330 if you have any questions concerning completion of this form.



## ATTACHMENT E

# Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action  
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" shall mean any contractor, vendor or Contractor who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

- A. Contractor recognizes that discrimination in employment is prohibited by federal state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, Contractor, and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.
- C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
- D. Contractor will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. Reports: The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by the Chapter includes but is not limited to the following reports

and records:

1. **Personnel Inventory Report:** This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
2. **Monthly Utilization Report:** This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.
3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

- F. **Subcontractors:** For public works projects and contracts over ten thousand dollars (\$10,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:
1. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies

and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.
8. **Responsible Person:** Designate an employee who shall have the responsibility for implementation of the Contractor's affirmative action measures.
9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made

toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on an annual basis.

- I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
- K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
- L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

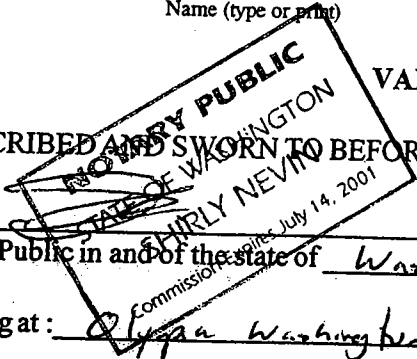


- and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
  3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
  4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
  5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
  6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
  7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.
  8. **Responsible Person:** Designate an employee who shall have the responsibility for implementation of the Contractor's affirmative action measures.
  9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on an annual basis.
- I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
  - J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
  - K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
  - L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: Great Western Soil Conditioners Inc. 9418 Old Hwy 99 S. Olympia, Wa 98501  
Company Name Street Address City State Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: Daniel C. O'Neill President (360) 352-1398 Daniel C O'Neill  
Name (type or print) Title Phone Signature



VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15<sup>th</sup> DAY OF December, 1999.

Notary Public in and of the state of Washington

Residing at: Olympia Washington

ATTACHMENT G

**CURRENT OR FORMER KING COUNTY EMPLOYEE DISCLOSURE FORM**

**RFP NO: 99-032**

**(Submit to King County only when applicable)**

1. Identify current or former employees of the County involved in the preparation of this Proposal or the anticipated performance of the work or services to be provided on this contract.

Name of current or former Employee: N/A

Date of Last Employment with the County: N/A

2. The Contractor is responsible for notifying the County's project manager of current or former County employees who become involved in the contract any time during the term of the contract:

Name of Firm: Great Western Soil Conditioners Inc.

Authorized Signature: Daniel C. O'Neill

Printed Name: Daniel C. O'Neill

Title: President

Date: 12-15-99



# Statement of Compliance

With King County Code Chapter 12.16 Discrimination and Affirmative Action  
in Employment by Contractors, Subcontractors and Vendors

## UNION OR EMPLOYEE REFERRAL AGENCY STATEMENT

N/A

The undersigned states as follows:

- A. That I am the authorized officer of N/A and am signing this statement on behalf of the union/employee referral agency.
- B. That the organization recognizes that King County Code Chapter 12.16 prohibits discrimination in both employment and referrals for employment on the basis of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability.
- C. That the organization agrees to adhere to a policy of nondiscrimination and agrees to affirmatively cooperate in the implementation of the policies and provision of King County Code Chapter 12.16. The organization further agrees that recruitment, employment, and the terms and conditions of employment under all contracts with King County shall be in accordance with the purposes and provisions of King County Code Chapter 12.16; provided however, that no specific levels of utilization of minorities and women in the workforce shall be required, and the contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices, and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.

Great Western Soil Conditioners Inc.

~~Authorized Union/Employee Referral Agency Representative~~

Union/Employee Referral Agency

(360) 352-1388

Telephone Number

Address

Signature

City, State, Zip

President

Title



**NOTE:** The following letter explains the requirements of King County Code Chapter 12.16. Complete the address blocks below and forward to your union(s) or employee referral agency. Enclose with this explanatory letter, a copy of the Statement of Compliance form above for the Union or Referral Agency to complete.

TO: \_\_\_\_\_ FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE:** Compliance with King County Code Chapter 12.16, "Discrimination and Affirmative Action in Employment by Contractors, Subcontractors and Vendors".

King County Code Chapter 12.16 and the supporting Affidavit and Certificate of Compliance require that all public work contractors doing business with King County in an aggregate amount of \$10,000 or more per year and all other contractors doing business with King County in an aggregate amount of \$25,000 submit a statement of compliance from their union/employee referral agency to the King County M/WBE & Contract Compliance Division.

The statement of compliance is to ensure that the union/employee referral agency is in compliance with Chapter 12.16 and does not "discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any sensory, mental or physical disability" in employment or referral for employment.

In an effort to comply with King County Code Chapter 12.16, enclosed with this letter is a form for signature by any authorized officer of your union/employee referral agency. In the event that you refuse to sign this statement of compliance, our compliance report shall so certify, and shall set forth what efforts have been made to secure the signing of this agreement.

Your written response is required in this office on or before \_\_\_\_\_. Your cooperation in this matter is greatly appreciated.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date



ATTACHMENT P

CERTIFICATION OF ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned certifies that the terms and conditions set forth in Request For Proposal # 99-032 and its attachments are accepted and that the undersigned will comply with all said requirements set forth in any agreement executed pursuant to Request for Proposal # 99-032.

Company Name: Great Western Soil Conditioners Inc.

Address: 9418 Old Hwy 99 S.

City, State, Zip: Olympia, Washington 98501

Print name: Daniel C. O'Neill

Signature:

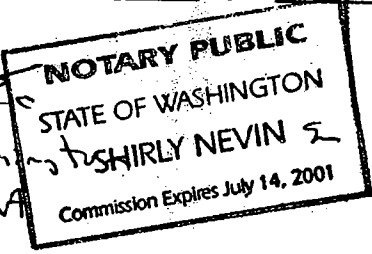
*Daniel C. O'Neill*

Title : President

Subscribed and sworn to me before the 15<sup>th</sup> day of December, 1998.

Notary Public

*[Signature]*



In and for the state of Washington

Residing at Olympia, WA



**KING COUNTY**

Department of Finance  
Procurement & Contract Services Division  
8th Floor, M.S. EXC-FI-0871  
821 Second Avenue, Suite 10  
Seattle, WA 98104-1398  
Phone: (206) 684-1681 Fax: (206) 684-1470

**VENDOR:**

GREAT WESTERN SOILS  
CONDITIONERS INC  
P O BOX 4128  
TUMWATER, WA 98501

**SHIP TO**

KC DEPARTMENT OF NATURAL RESOU  
KING STREET CTR, MS:KSC-NR0512  
201 SOUTH JACKSON, 5TH FLOOR  
SEATTLE, 98104-3856  
United States

**BILL TO**

KC DEPARTMENT OF FINANCE  
ACCOUNTS PAYABLE/EXCHANGE BLDG  
821 2ND AVE - MS:EXC-FI0875  
SEATTLE, 98104  
United States

**Purchase Order**

PURCHASE ORDER NO. 153538  
REVISION 0  
PAGE 2

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

CREATION DATE BUYER  
20-MAR-00 O BONADIE  
DATE OF REVISION BUYER

CUSTOMER ACCT NO. VENDOR NO. PAYMENT TERMS FREIGHT TERMS F.O.B. Destination SHIP VIA N/A  
CONFIRM TO / TELEPHONE G00041 PAY IMMEDIATELY Paid (360) 352-1388 REQUESTOR/DELIVER TO

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	NON-APPROPRIATIONS: THIS CONTRACT MAY BE CANCELLED AT THE END OF THE THEN CURRENT FISCAL PERIOD FOR NON-APPROPRIATION OF FUNDS BY THE KING COUNTY GOVERNING BODY. SUCH CANCELLATION SHALL BE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR. KING COUNTY'S FISCAL PERIOD ENDS DECEMBER 31 OF EACH YEAR.				Amount Agreed:	
	Purchase Agreement Effective From: 01-AUG-00 To: 31-JUL-04					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requester's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description, and Unit Price as stated on the purchase order, may result in payment delays.

**ACCEPTANCE:**  
This purchase order expressly limits acceptance to the terms and conditions stated herein.

**Total**

*[Signature]*  
AUTHORIZED SIGNATURE

**KING COUNTY**  
 Department of Finance  
 Procurement & Contract Services Division  
 8th Floor, M.S. EXC-FI-0871  
 821 Second Avenue, Suite 10  
 Seattle, WA 98104-1598  
 Phone: (206) 864-1681 Fax: (206) 684-1470

**VENDOR:** GREAT WESTERN SOILS  
 CONDITIONERS INC  
 P O BOX 4128  
 TUMWATER, WA 98501

**SHIP TO**

KC DEPARTMENT OF NATURAL RESOU  
 KING STREET CTR, MS:KSC-NR0512  
 201 SOUTH JACKSON, 5TH FLOOR  
 SEATTLE, 98104-3856  
 United States

**BILL TO**

KC DEPARTMENT OF FINANCE  
 ACCOUNTS PAYABLE/EXCHANGE BLDG  
 821 2ND AVE - MS:EXC-FI0875  
 SEATTLE, 98104  
 United States

**Purchase Order**

PURCHASE ORDER NO. 153538  
 REVISION 0  
 PAGE 1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

CREATION DATE BUYER  
 20-MAR-00 O BONADIE  
 DATE OF REVISION BUYER

CUSTOMER ACCT NO. G00041 PAYMENT TERMS PAY IMMEDIATELY FREIGHT TERMS Paid  
 CONFIRM TO / TELEPHONE (360) 352-1388 REQUESTOR/DELIVER TO F.O.B. Destination SHIP VIA N/A

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	TERM PURCHASE AGREEMENT						
	TERMS: THIS CONTRACT AGREEMENT IS ISSUED FOR THE BIOSOLIDS AND GRIT HAULING FROM KING COUNTY'S TREATMENT PLANTS AS REQUESTED BY KING COUNTY NATURAL RESOURCES DEPTS. IN ACCORDANCE WITH KING COUNTY'S RFP 99-032 AND THE RESPONDING GREAT WESTERN SOIL CONDITIONERS INC. WHICH IS INCORPORATED BY REFERENCE AS IS FULLY SET FORTH HEREIN. THE INITIAL TERM OF THIS CONTRACT IS FOUR YEARS EFFECTIVE AUGUST 1, 2000 THRU JULY 31, 2004, THIS CONTRACT MAY BE EXTENDED NOT TO EXCEED TEN (10) YEARS IN 2 OR 3 YEAR INCREMENTS. PRICE WARRANTY: THE CONTRACTOR WARRANTS THAT THE PRICES CHARGED KING COUNTY DO NOT EXCEED THE PRICES CHARGED BY THE CONTRACTOR TO ANY OTHER CUSTOMER PURCHASING THE SAME PRODUCT OR SERVICES IN LIKE OR SIMILAR QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS.						

**ACCEPTANCE:**  
 This purchase order expressly limits acceptance to the terms and conditions stated herein.

**Total**

*DR Lench*



**GREAT WESTERN SOIL  
CONDITIONER, INC.**

**RFP 99-032**

King County RFP Number 99-032

Check List

Proposal Requirements

1. Executive Summary or Overview of Proposal (Optional)
2. Statement accepting the term and attachments contained in the RFP ( Attachment A)
3. Proposal shall respond to the RFP questions listed in Section 8
  - a) 8-4 – Your Organization
  - b) 8-5 – Detailed Operations Plan
4. Agreement: Sign and submit with proposal
5. Attachments:
  - Attachment A - Proposal Response Form
  - Attachment B - Price Proposals separate envelope “Price Proposal RFP 99-032
  - Attachment C - Personnel Inventory Report
  - Attachment E - Affidavit and Certificate of Compliance
  - Attachment G - Current or Former King County Employee Disclosure Form.
  - Attachment O - Statement of Compliance – Complete and submit with Proposal.
  - Attachment P - Certification of Acceptance of Terms and Conditions

King County RFP Number 99-032 attachments due when requested by King County

- Attachment D - Performance and Payment Bond – Due upon request
- Attachment N - ADA/504 Assurance of Compliance. Complete and retain the questionnaire when notified by the buyer. Complete the Corrective Action Plan and give to buyer before contract award. – Due upon request.

King County Biosolids and Grit Hauling Services

RFP Number 99-032

## Executive Summary

To summarize, it has been the goal of Mr. Daniel O'Neill and Great Western Soil Conditioners, Inc. to provide the most professional service possible for Metro/King County in the transportation and utilization of biosolids since 1984. Furthermore Mr. O'Neill owned and managed South Sound Transport Services in the transportation of biosolids for Metro from 1980 to 1984. It is with great pride that Great Western Soil Conditioners, Inc. submit this proposal in response to King County Biosolids and Grit Hauling Services RFP Number 99-032.

The highlights of our Request For Proposal include:

- Resumes of the staff of Great Western Soil Conditioner, Inc.
- The transportation of grit to King County landfill or King County transfer station at NO charge to King County
- The offer of 51% of all net back haul revenues payable to King County
- A sales and management force that spends a minimum of two days per week promoting back hauls
- A unique opportunity for King County to purchase fuel and tires for the biosolids and grit hauling services
- The continuation of excellent service for the staff of King County
- Reduced rates for the biosolids and grit transportation

These options, in addition to the required documents, are explain in detail throughout The King County Biosolids and Grit Hauling Services, RFP Number 99-032.

Sincerely,



Daniel C. O'Neill  
President

**KING COUNTY  
BIOSOLIDS AND GRIT HAULING SERVICES  
RFP NUMBER 99-032**

**8-4**

**YOUR**

**ORGANIZATION**

## 8-4 Your Organization

King County Biosolids and Grit Hauling Services

RFP Number 99-032

### **Great Western Soil Conditioners, Inc.**

Great Western Soil Conditioners, Inc. (GWSC) was incorporated in the State of Washington in 1984. GWSC has a garbage permit (G-196) issued in 1984 to transport biosolids in the State of Washington for contract hire. GWSC has been transporting biosolids for Metro/King County since August 1, 1984, with no interruptions in the West Point or Renton treatment plant operations. GWSC has been able to comply with all changes required by either Metro or King County. Prior to GWSC, South Sound Transport Services (SSTS) transported biosolids for Metro from 1980 to 1984 under the same management and garbage permit (G-196).

The corporate office for GWSC is located at 9418 Old Highway 99 SE, Olympia, WA 98501. GWSC also has an office/shop site at 6640 Ellis Avenue South, Seattle, WA 98108. The corporate officers are Daniel C. O'Neill, President and Treasurer, Carla L. O'Neill, Vice President and Secretary. Located at the Olympia office are Ryan Lawson, Shirly Nevin, Nancy Harwick, Julie Paleka and Lee Blocker. The Seattle site is managed by Anthony Chiras and Gerald Muncton in the maintenance facility. Daniel O'Neill and Robert Wallace can be found at both sites.

## 8-4 Your Organization

Our key personnel are as follows:

Daniel C. O'Neill, President, Contract Administrator  
Robert W. Wallace, General Manager  
Shirly E. Nevin, Accounting Manager  
Anthony S. Chiras, Dispatcher Manager, Seattle  
Ryan L. Lawson, Dispatcher Manager, Olympia  
Gerald Muncton, Head Mechanic, Seattle  
Lee Blocher, Head Mechanic, Olympia  
Nancy Harwick, Bookkeeper  
Julie Paleka, Reception/Bookkeeper

Please see the attached resumes for the above key personnel, O'Neill and Sons, Inc., and Great Western Soil Conditioners, Inc.

The corporate status of GWSC has not changed since inception and at this time the corporate officers do not anticipate any changes.

GWSC has two full time managers/dispatchers that will manage the day to day dispatching, communications with the WPTP and RTP and spend at least two days per week marketing back hauls for King County and GWSC. Operating relationships with other companies in the agriculture, soil amendment and by-product utilization fields (See GWSC resumes) give GWSC expanded back-haul capacity. These contacts in Central and Eastern Washington are an asset in the event of accidents, vehicle breakdowns and the coordination of back hauls. The back hauls will provide King County with 51% net back haul revenue within the guidelines of 6-38 Back Haul Opportunities. Great Western Supply, a related company of GWSC will continue to sell GROCO and soil mixes with GROCO exclusively in the South Sound regions.

## 8-4 Your Organization

Daniel C. O'Neill is a partner in NW Ag Services, LLC, which provides custom farming services in the states of Washington and Oregon. This provides additional contacts for possible back hauls.

In addition to professional commitment to GWSC, employees maintain active schedules in the community through involvement in service organizations and volunteerism. Making volunteering a priority, the participation in the school district, youth athletic programs and various charitable organizations gives GWSC additional insight and experience that promotes both personal and professional growth.

Daniel O'Neill, the president of GWSC, has encouraged continuing education for employees. Daniel O'Neill is presently writing his masters thesis for a reuse of water from the Miller Brewery Company. Shirly Nevin is pursuing her Bachelor Degree from The Evergreen State College; Julie Paleka is pursuing her Associate Degree from South Puget Sound Community. GWSC's key employees are encouraged to attend seminars in their fields.

GWSC's dispatchers and managers are qualified to drive and operate the vehicles necessary to fill in for drivers who are ill, in the case of extra loads or unforeseen events. The dispatchers have current Commercial Drivers Licenses.

O'Neill and Sons, Inc./Great Western Soil Conditioners, Inc. has experience operating in the following states: Washington, Oregon, Idaho, Montana, New Hampshire, Maine, Vermont, New York and Massachusetts. These companies have also operated in British Columbia and Quebec. GWSC have operated in the various states and Canada with all required permits in place.

GWSC has two full time dispatchers with a combined experience of 21 years. The dispatchers are available 24 hours per day, seven days per week. Additionally these

#### 8-4 Your Organization

dispatchers have pagers and cell phones and can be reached during business hours at the main office. They are also available during non-office hours through the answering service.

GWSC has the necessary equipment for back up at the Renton Treatment Plant. This equipment could also be used at West Point as needed.

Daniel O'Neill has assembled a staff of managers, who are qualified in a variety of specialized fields. The promotion of personal growth and continued learning for each team member at Great Western Soil Conditioners, Inc. and O'Neill and Sons, Inc. are the highest priorities for Mr. O'Neill and his staff.

In response to section 8 - 4 item 8 the following information is based on approximately 1.4 million miles driven during the period December 1, 1998 to December 1, 1999:

The fleet of approximately 20 trucks and 35 sets of doubles have gone through 40 Level 1, Level 2 and Level 3 inspections during this period. There were 12 citations given in accordance with the Federal Motor Carrier Safety Regulations, Section 393. No citations resulted in an "out-of-service" declaration as defined by Federal Motor Carrier Safety Regulations, Section 396.



## 8-4 - Your Organization

Great Western Soil Conditioners, Inc.  
Per Federal Income Return - Form 1120

	June 30, 1997		June 30, 1998		June 30, 1999	
Total Sales	2,745,349	100.00%	3,890,973	100.00%	3,568,583	100.00%
Direct Expense						
Drivers Wages	638,954	23.27%	973,797	25.03%	981,312	27.50%
Fuel	294,364	10.72%	296,500	7.62%	275,230	7.71%
Repairs	167,789	6.11%	159,358	4.10%	48,320	1.35%
Parts	130,536	4.75%	227,446	5.85%	196,986	5.52%
Tires & Tubes	101,251	3.69%	138,140	3.55%	127,982	3.59%
Operating Supplies	37,283	1.36%	43,743	1.12%	46,887	1.31%
Licenses & Permits	82,071	2.99%	91,649	2.36%	90,092	2.52%
Outside Rents	25,620	0.93%	32,615	0.84%	116	0.00%
Subcontracting	721,928	26.30%	827,305	21.26%	872,816	24.46%
	<u>2,199,796</u>	<u>80.13%</u>	<u>2,790,553</u>	<u>71.72%</u>	<u>2,639,741</u>	<u>73.97%</u>
Operating Income	545,553	19.87%	1,100,420	28.28%	928,842	26.03%
Management Wages	73,834	2.69%	177,320	4.56%	186,229	5.22%
Advertising	3,191	0.12%	4,765	0.12%	4,725	0.13%
Depreciation Exp./Intercompany	124,442	4.53%	144,016	3.70%	129,170	3.62%
Dues & Subs	8,026	0.29%	5,655	0.15%	6,854	0.19%
Professional services	7,644	0.28%	44,879	1.15%	15,046	0.42%
Donation	581	0.02%	100	0.00%		0.00%
Insurance	27,102	0.99%	86,919	2.23%	70,525	1.98%
Miscellaneous	2,739	0.10%	6,994	0.18%	12,840	0.36%
Office Wages		0.00%	34,586	0.89%	9,051	0.25%
Office Expenses	5,051	0.18%	6,745	0.17%	29,750	0.83%
Officers Wages	20,733	0.76%	67,773	1.74%	49,128	1.38%
Pension Expense	13,950	0.51%	27,668	0.71%	42,466	1.19%
Rent Expense	64,862	2.36%	63,913	1.64%	98,559	2.76%
Taxes - business	48,090	1.75%	78,207	2.01%	68,025	1.91%
Telephone	45,639	1.66%	48,671	1.25%	47,423	1.33%
Utilities	5,488	0.20%	7,111	0.18%	10,051	0.28%
	<u>451,372</u>	<u>16.44%</u>	<u>805,322</u>	<u>20.70%</u>	<u>779,842</u>	<u>21.85%</u>
Operating Income	94,181	3.43%	295,098	7.58%	149,000	4.18%
Interest Expense	-56,784	-2.07%	-86,299	-2.22%	-81,514	-2.28%
Other Income	126	0.00%		0.00%		0.00%
	<u>-56,658</u>	<u>-2.06%</u>	<u>-86,299</u>	<u>-2.22%</u>	<u>-81,514</u>	<u>-2.28%</u>
Net Income Before Tax	37,523	1.37%	208,799	5.37%	67,486	1.89%
Federal Income Tax	5,628	0.21%	68,106	1.75%	22,945	0.64%
Net Income	<u>31,895</u>	<u>1.37%</u>	<u>140,693</u>	<u>5.37%</u>	<u>44,541</u>	<u>1.89%</u>

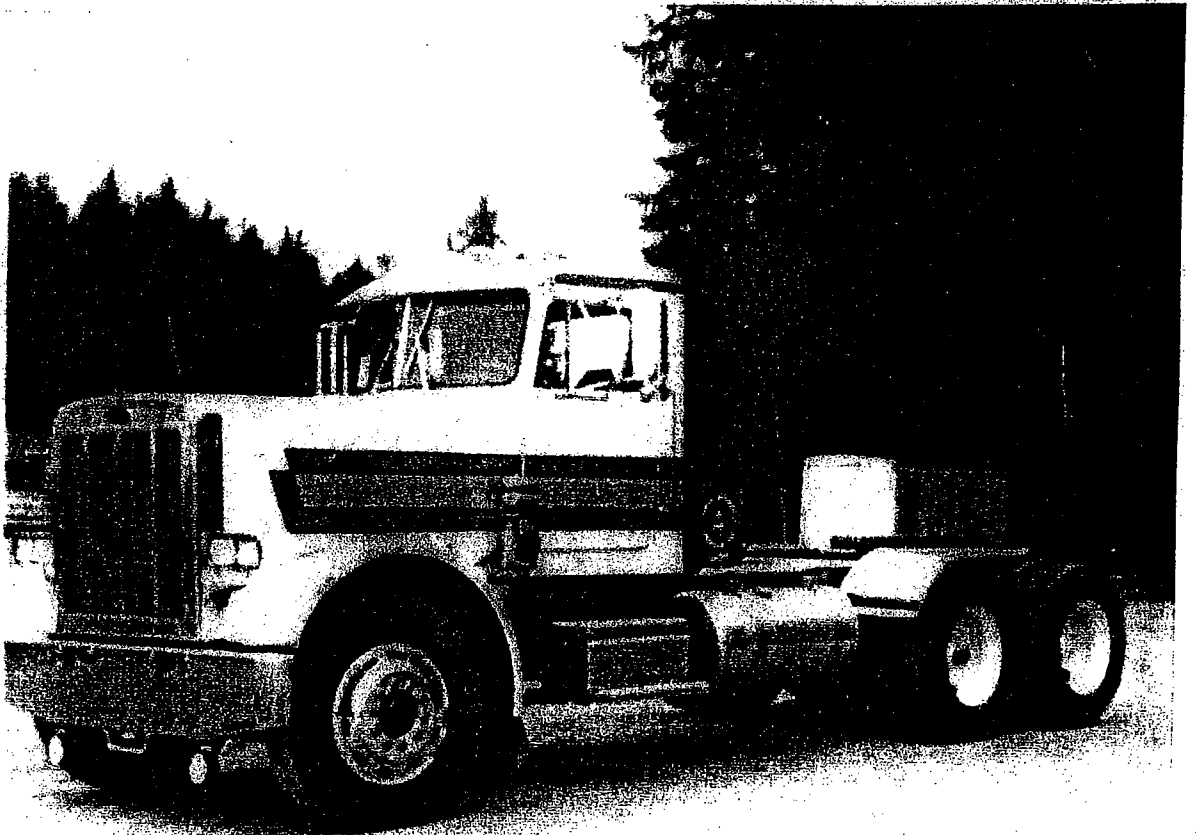
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Docket: TG-051406  
Effective Date: 02/06/06

Unit #	Year	Description	Serial Number
10	1990	Ford PU	2FTHF26H5LCA0424
12	1988	International Service Truck	1HTLCCFL4JH537029
15	1991	Ford PU	1FTEX14H2MKA24138
18	1989	Chevy S10 Pickup	1GCBS14EOK2261330
121	1979	Peterbilt Conventional	116388P
123	1980	Peterbilt Conventional	137734P
126	1986	Peterbilt Conventional	190941
127	1979	Peterbilt Conventional	110678P
132	1986	Peterbilt Conventional	190937
140	1984	Freightliner COE	1FUEYCYB7EH243201
141	1984	Freightliner COE	1FUEYCYB3EH234091
142	1984	Freightliner COE	1FUEYCYB7EH226821
143	1986	Volvo White Conventional	1WUADOME7GN109576
144	1989	Freightliner COE	1FUPACYB5KH365743
145	1986	Freightliner COE	1FUEYCYB4GP266153
146	1988	Freightliner COE	1FUEYCYB3JP312241
147	1988	Freightliner	1FUEYCYB5JP312256
150	1987	Peterbilt Conventional	1VP6D29XGHD215086
151	1990	Peterbilt Conventional	1XPCDB9XLD294788
152	1990	Peterbilt Conventional	1XPCD89X6LD294786
153	1991	Kenworth	1XKAD69X9MS565938
154	1991	Kenworth	1XKAD69X7MS564937
157	1993	Peterbilt	1XPCDR9X59D328814
158	1993	Peterbilt	1XPCD69X5PD324079
159	1993	Peterbilt Conventional	1XPCDR9X4PD324060
160	1993	Peterbilt Conventional	1XPCDR9X0PD334083
161	1993	Peterbilt Conventional	1XPCD69X3PD324078
T10	1979	GMC 30' End Dump	79F519
T100	1979	GMC 30' End Dump	79F571
T101	1978	GMC 30' End Dump	78F421
T102	1990	GMC 35' End Dump	1M9A35422H036179
T103	1990	Mate 35' End Dump	1M9A35425LH036175
T105	1978	Mate 30' End Dump	1M9A233400176
T106	1981	Mate 30' End Dump	A230361212
T107	1979	Mate 30' End Dump	WA230360504
T108	1980	Mate 30' End Dump	WA230360905
T109	1978	Mate 30' End Dump	A230360249
T11	1979	GMC 30' End Dump	79F520
T110	1978	Mate 30' End Dump	A230360213
T111	1985	Mate 30' End Dump	1M9A30424FH036319
T112	1978	CMC End Dump	78F281
T113	1983	Mate End Dump	1M9A30423DH036101
T114	1987	Mate End Dump	1M9A38527HH036654
T116	1971	Freuhauf End Dump	
T117	1977	Freuhauf End Dump	FWX829502
T118	1977	Freuhauf End Dump	FWX829502
T119	1978	Freuhauf End Dump	FWX755115
T12	1980	CMC 30' End Dump	80F958
T14	1980	CMC 30' End Dump	80F960

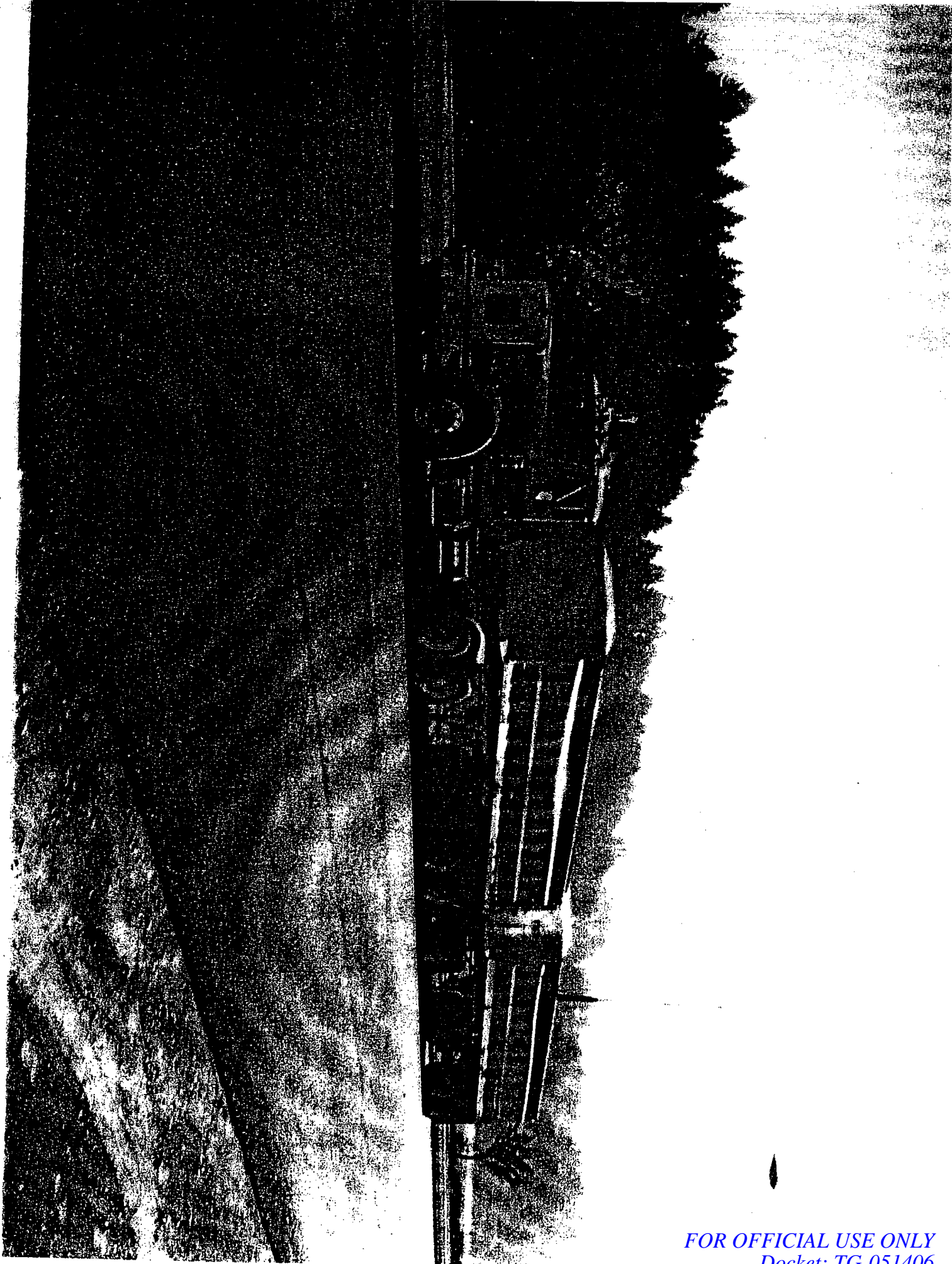
Unit #	Year	Description	Serial Number
T15	1980	CMC 30' End Dump	80F961
T16	1980	CMC 30' End Dump	80F962
T17	1980	CMC 30' End Dump	80F963
T21	1980	Williamson 24' End Dump	66560
T30	1984	Mate 24' End Dump	IM9A24324EH036251
T31	1984	Mate 24' End Dump	IM9A24322EH036250
T32	1984	Mate 24' End Dump	IM9A24327EH036249
T33	1984	Mate 24' End Dump	IM9A24325EH036248
T35	1979	Fruehauf 30' End Dump	FWV449901
T36	1978	Fruehauf 30' End Dump	FWZ256602
T39	1980	Hobbs 36' End Dump	FHV343307
T42	1982	Mate 30' End Dump	230361276
T43	1962	Williamson 24' End Dump	WA78112763
T46	1981	Mate 30' End Dump	A230361299
T47	1981	CMC 30' End Dump	1A9A1AK26D11A9199
T48	1979	CMC 30' End Dump	79F532
T49	1983	CMC 30' End Dump	1A9A1A126D11A9200
T50	1979	CMC 30' End Dump	79F566
T51	1978	Mate 30' End Dump	A230360291
T54	1979	Hobbs 30' End Dump	FHV305005
T58	1982	CMC 30' End Dump	1A9A1AK26C11A9002
T59	1978	CMC 30' End Dump	78F359
T6	1968	Williamson 30' End Dump	F48146
T60	1982	CMC 30' End Dump	1A9A1AG26C11A9103
T61	1982	CMC 30' End Dump	1A9A1AK26C11A9003
T62	1983	CMC 30' End Dump	1A9A1AG26D11A9255
T63	1983	CMC 30' End Dump	1A9A1A126D11A9209
T64	1978	CMC 30' End Dump	78F447
T65	1978	CMC 30' End Dump	78F448
T66	1978	CMC 30' End Dump	78F449
T67	1978	CMC 30' End Dump	78F450
T68	1978	CMC 30' End Dump	78F451
T69	1978	CMC 30' End Dump	78F452
T70	1990	Travis 37' End Dump	2A9AA3U24L12A9295
T71	1990	Travis 37' End Dump	2A9AA2U39L12A9294
T72	1976	Fontaine 24' End Dump	C1226
T73	1976	Fontaine 24' End Dump	C1229
T74	1979	Mate 30' End Dump	WA230360547
T75	1984	CMC 30' End Dump	1A9A1AK26D11A9348
T76	1980	CMC 30' End Dump	79F728
T77	1983	CMC 30' End Dump	1A9A1AK26D11A9261
T8	1970	Williamson 30' End Dump	J58155
T80	1985	Mate 38' End Dump	1M9A38427FH036362
T81	1985	Mate 38' End Dump	1M9A38422FH036363
T83	1991	Mate 26' End Dump	1M9A26323MH036249
T84	1991	Mate 26' End Dump	1M9A26329MH036255
T85	1991	Mate 26' End Dump	1M9A2632XMH036256
T86	1991	Mate 26' End Dump	1M9A26327MH036254
T87	1983	Fruehauf 30' End Dump	1HAD04020EF003803

GWSC Equipment List

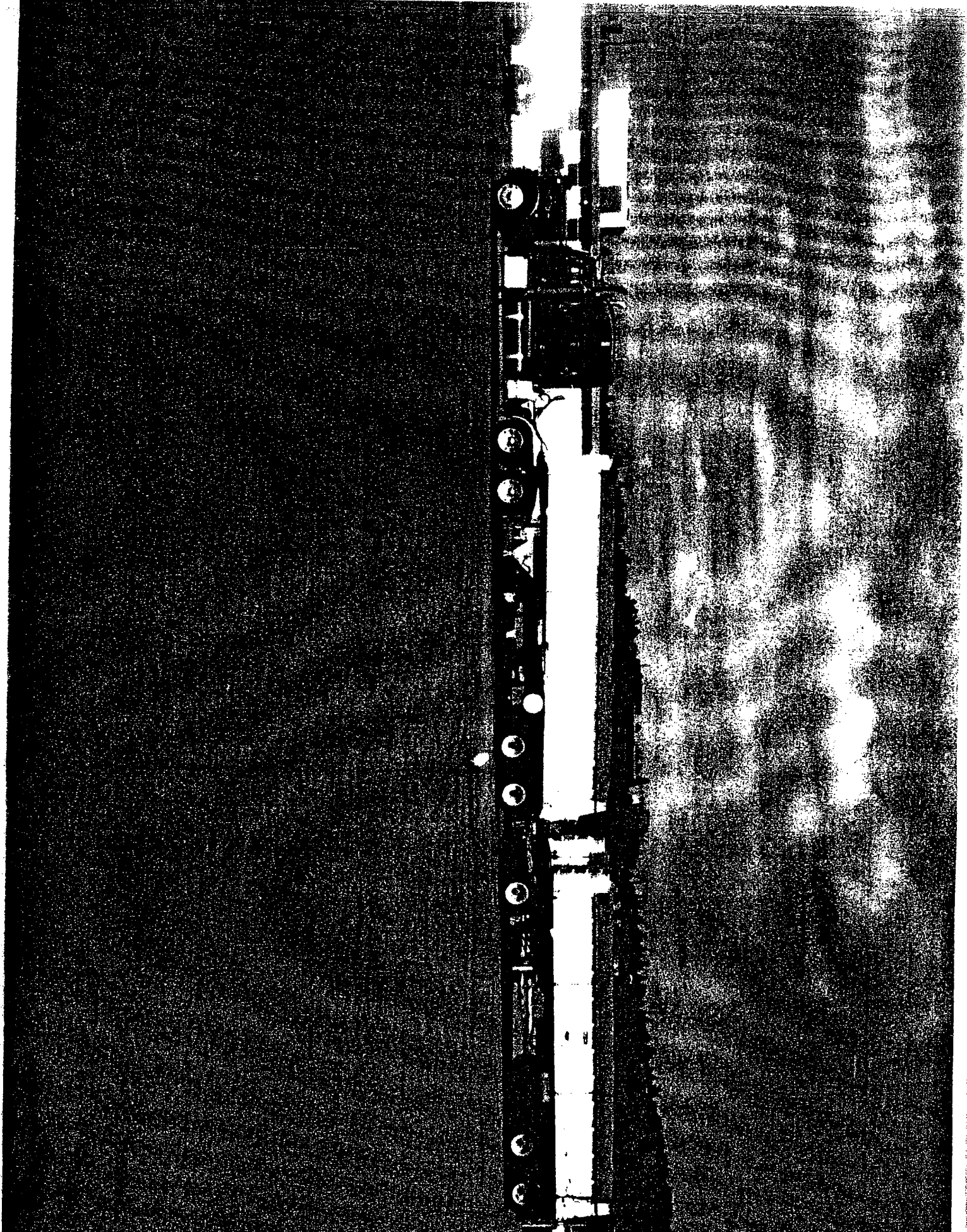
Unit #	Year	Description	Serial Number
T88	1983	Fruehauf 30' End Dump	1H4D04029EF003809
T89	1985	Fruehauf 30' End Dump	1H4D0402XEF024809
T90	1985	Fruehauf 30' End Dump	1H4D04021EF024810
T91	1983	CMC 39' End Dump	1A9A1AR26D11A9326
T92	1983	CMC 39' End Dump	1A9A1AR26E11A9305
T93	1983	CMC 39' End Dump	1A9A1AR26E11A99303
T95	1980	CMC 35' End Dump	1A9A1EP36H11A9795
T96	1984	Tibrook 30' End Dump	1T9BAAH27EB021482
T97	1985	Tibrook 30' End Dump	1T9BAAH26FB021541
T98	1983	Tibrook 30' End Dump	1TPBSAE24DB021294
T99	1974	Tibrook 30' End Dump	WA94173456



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*Effective Date: 02/06/06*



*FOR OFFICIAL USE ONLY*  
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FOR OFFICIAL USE ONLY  
Docket: TG-051406  
Effective Date: 02/06/06

**THESE RESUMES**

**ARE TO ~~IDENTIFY~~ IDENTIFY**

**AND SUPPORT**

**RFP NUMBER 99-032**

**8-4 YOUR ORGANIZATION**



**O'NEILL & SONS, INC**  
**GREAT WESTERN SOIL CONDITIONERS, INC.**

---

PO Box 4128  
Tumwater, WA 98501  
(360) 352-1388 / FAX (360) 754-3301

Daniel C. O'Neill  
President

6640 Ellis Avenue South  
Seattle, WA 98108  
(206) 764-3232 / FAX (206) 764-1971

Daniel C. O'Neill  
President

### **HISTORY**

Joseph Wickie (great grandfather of Daniel C. O'Neill) founded company in 1896 as a sole proprietorship to service the Olympia Brewing Company. This sole proprietorship was purchased by Charles W. O'Neill in 1950 and was incorporated as the firm O'Neill & Sons, Inc. in the State of Washington in 1976. Great Western Soil Conditioners was formed in 1978 and incorporated in the State of Washington in 1984.

### **CONTRACTS AND ACTIVITIES**

- Miller Brewing Company - *Olympia, WA (September 1999 to Present)*
- Olympia/Pabst Brewing Company - *Olympia, WA (1896 to August 1999)*
- Full Sail Brewing Company - *Hood River, OR (1993 to present)*
- Red Hook Ale Brewery - *Seattle, WA (1993 to present)*
- Hart Brewing - *Seattle, WA (1994 to present)*
- Hale's Ale - *Seattle, WA (1994 to present)*
- Mass Bay - *Boston, MA (1997 to 1998)*
- Red Hook Ale Brewery - *Portsmouth, NH (1996 to 1998)*

Wholesale grain, yeast and residual water delivery service for the above brewing companies.

- Simplot Foods Division - *Quincy, WA (1996 to present)*

Transport by-products from Simplot's food packaging plant to local feed lots.

- King County Department of Metropolitan Services/METRO - *Seattle, WA (1980 to present)*
- Pierce County, Chambers Creek Waste Water Treatment Plant - *Tacoma, WA (1985 to 1997)*
- City of Olympia - LOTT - *Olympia, WA (1981 to 1983)*
- Southwest Suburban Sewer District - *Burien, WA (1987 to present)*
- City of Puyallup Treatment Plant - *Puyallup, WA (1987 to present)*
- Kitsap County Public Works - *Kitsap, WA (1987 to present)*
- Midway Treatment Plant - *Des Moines, WA (1987 to present)*
- Solganic Services Corporation - *Centralia, WA (1985 to 1992)*

Transport biosolids and grit to various reuse sites in Washington State, Alaska, Oregon and Idaho.

- 
- King County Department of Metropolitan Services/METRO - (1982 to 1995)
    - Biosolids application and soil improvement in Washington and Alaska States and British Columbia.
  - King County Department of Metropolitan Services/METRO- (1980 to 1989)
    - Landfill cover and soil enhancement project.
  - C.W. O'Neill Pit - Thurston County, WA (1991 to present)
    - Operate sand, gravel and screening operations.
  - Kittitas County - (1982 TO 1995)
    - Balefill contract (1982 - 1985; 1988 to 1995) Operate solid waste transfer stations and balefill. Apply biosolids as a cover material on balefill and agriculture/forestry soil enhancement (1983 - 1989).
  - Dump Truck, Topsoil, Compost - Tumwater, WA (1978 to present)
    - Dump truck operations in Washington and Oregon States. Sale of soil mixes, mushroom compost, and other related by-products in the states of Washington and Oregon.
  - Continental Can Company (Crown, Cork and Seal) - Olympia, WA (1983 to 1994)
    - Transport waste under contract to local landfill.
  - Grant County - Wildlife Habitat Projects - (1987 to 1992)
    - Develop CRP (Conservation Reserve Program) land for alternative utilization.
  - Washington Department of Transportation - (1989 to present)
    - Contract for aerial photography. Supply twin engine aircraft and two pilots for photograph and mapping operations for the Washington State Department of Transportation.
  - The Barn at Great Western Supply - Tumwater, WA (1988 to 1994, 1997 to present)
    - Retail sales of nursery stock, mail order items, Northwest products and gifts.
  - Thurston County - (1984 to 1987)
    - Milfoil/lake harvest, clean-up and reuse of waste materials on disturbed land for soil improvement.
  - Marie's Vineyard - (present)
    - 77 Lot subdivision - lots sales began May of 1999

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## PHILOSOPHY OF BUSINESS

- Provide a professional service and customize that service to meet the needs of our customers.
- Essential to purchase, maintain, and efficiently operate proper type of equipment for each project's special needs and requirements.
- Screen and employ qualified employees, both management and operators, who are safety-conscious and courteous.
- Utilize by-products, such as solid waste and biosolids in an environmentally responsible manner.

## REFERENCES

- Lawyer: Mr. E. Robert Fistoe  
Fristoe, Taylor, & Schultz, P.S.  
Professional Arts Building  
Olympia, Washington 98502  
(360) 357-5566
- Accountant: Mr. John Clees  
Clees-Miles CPA Group  
410 11th Ave SE  
Olympia, Washington 98502  
(360) 357-9301
- Bank: Ms. Nina Maurer  
Columbia Bank  
2915 Harrison Ave. NW #230  
Olympia, Washington 98502  
(360) 357-7013
- Personal: Mary A. McCravey  
Portland, Oregon 97201

Current as of December 1, 1999

# Daniel C. O'Neill

President  
(360) 352-1388

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## EDUCATION:

- Grade School: St. Michael School  
Olympia, Washington  
1956 to 1964
- High School: St. Martin's High School  
Olympia, Washington  
1964 to 1968
- College: University of Portland  
5000 N. Willamette Blvd.  
Portland, Oregon 97203  
1968 to 1972  
  
The Evergreen State College  
Masters of Environmental Studies  
Due to Graduate December 1999
- Military: USAF - ROTC 1968 to 1972  
Active Duty 1972 to 1973

## HONORS AND ACTIVITIES:

- St. Martin's High School Student Body Treasurer - 1968
- Honor Roll
- Blue Key
- Associated Students of the University of Portland, Treasurer - 1971 to 1972
- University of Portland "Outstanding Senior" - 1972
- AFROTC Outstanding Cadet - 1971
- Selected Who's Who in American Colleges and Universities - 1971
- University of Portland Alumni Association, Reverend Thomas C. Oddo, C.S.C. Outstanding Service Award - 1991

## EXPERIENCE:

- Concord Disposal - *Concord, California - 1973*  
Laborer
- Western Pacific Transport - *Oakland, California - 1973 to 1975*  
Controlled clearance and movement of approximately 1300 to 1500 ocean containers weekly.
- Novato Disposal - *Novato, California - 1973 to 1978*  
Initiated recycle program and equipment control system.
- Sealand Services, Inc. - *Oakland, California - 1975 to 1978*  
Managed all land/bridge equipment and documentation, Eastbound and Westbound

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**CURRENT ACTIVITIES:**

- O'Neill and Sons, Inc. - *Tumwater, Washington - 1978 to Present*  
President of family owned wholesale grain, by-product management and transportation corporation.
- St. Michael's Catholic Church and School - *Olympia, Washington*  
School Commission - *1989 to 1992*  
Religious Education Instructor - *1979 to present*
- University of Portland Alumni Association - *Portland, Oregon*  
Board of Directors  
Co-Chairman of Olympia Chapter
- University of Portland Capital Campaign  
Capital Campaign 1998 - 2001 "Defining Moment"  
Presidents Advisory Council Leadership Team - 1996 - Present
- South Puget Sound Community College Foundation - *Olympia, Washington*  
Board Member - *1983 to present*  
Foundation Board President - *1991 to 1992, 1995 to 1996*  
Trustee - *1992 to 1994*
- Member of the Following:
  - Tumwater Chamber of Commerce
  - Olympia Chamber of Commerce
    - Exploring Business (*1994 - Present*)
  - Olympia Country and Golf Club Member
  - Washington Trucking Association
  - Washington Waste Management
    - Association Member Washington State
    - Recycling Association Member
  - Olympia - Tumwater Foundation
- Tumwater School District
  - Chairman Superintendent's Roundtable
  - Cochairman - Citizens for Better Education
- NW Ag Service, LLC, Partner in Custom Farming business.

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**REFERENCES:**

- **Lawyer:** Mr. E. Robert Fistoe  
Fristoe, Taylor & Schultz, P.S.  
Professional Arts Building  
Olympia, WA 98502  
(360) 357-5566
- **Accountant:** Mr. John Clees  
Clees-Miles CPA Group  
410 11<sup>th</sup> Ave SE  
Olympia, WA 98502  
(360) 357-9301
- **Bank:** Ms. Nina Maurer  
Columbia Bank  
2915 Harrison Ave. NW #230  
Olympia, WA 98502  
(360) 357-7013
- **Personal:** Mary A. McCravey  
Portland, Oregon 97201

**ROBERT W. WALLACE**

*General Manager*

(360) 352-1388

---

**PROFESSIONAL EXPERIENCE:**

- O'Neill & Sons, Inc. / Great Western Soil Conditioners, Inc.
  - Olympia, WA 1980-present
  - General Manager of a wholesale grain, by-product management and transportation corporation. 1987-present
  - Truck Driver/Dispatcher
- Satsop Rentals and Construction - Tumwater, WA 1980-1987
  - Owner 1979-1980
- Garrett Freight Lines - Portland, OR 1965-1979
  - Truck Driver.

**EDUCATION:**

**PRIMARY:**

- South Bay Grade School
  - Olympia, WA
- Tenino High School
  - Tenino, WA 1950-1960

**MILITARY:**

- US Navy 1960-1964

**FLIGHT SCHOOL:**

- Trajen Flight School 1999-present
  - Olympia, WA

**OTHER:**

- Teamster Local 81, Portland OR
- Attended various seminars studying management, composting and biosolids application and trucking

**REFERENCES:**

**PROFESSIONAL:**

- George Donovan, Owner
  - GeoDan Land Incorporation
  - (360) 352-8080

**PERSONAL:**

- Gary Swindler
  - (360) 943-7911

R Wallace

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Effective Date: 02/06/06

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• Teri Sanders  
Heritage Bank  
(360) 943-1500 ex8060

• Loren Van Lou  
(360) 659-8145

• Gary Anensen  
(360) 453-3786

R Wallace

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*Effective Date: 02/06/06*



**SHIRLY E. NEVIN**  
*Accounting Manager*  
(360) 352-1388

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**PROFESSIONAL EXPERIENCE:**

- O'Neill & Sons, Inc. / Great Western Soil Conditioners, Inc.  
- Olympia, WA 1988-present  
Accounting Manager of a wholesale grain, by-product management and transportation corporation.
- Perry Sweeney, CPA's - Sweeney, Larner, Mertz, CPA's -  
Neimi Holland & Scott, CPA's - Olympia, WA 1983-1988  
These companies merged and I was continuously employed as a Staff Accountant through out all the changes.
- Vadman Diamond and Briggs, CPA's 1981-1983  
Staff Accountant
- Alan D. Wilma, CPA's - Colville, WA 1979-1981  
Staff Accountant
- Avey's RV - Colville, WA 1976-1979  
Bookkeeper

**EDUCATION:**

**PRIMARY:**

- Kettle Falls Schools 1964-1975  
Kettle Falls, WA
- Colville High School 1975-1976  
Colville, WA

**COLLEGE:**

- South Puget Sound Community College 1983-1985  
Olympia, WA  
Associate of Arts in Accounting
- St. Martins College 1985-1986  
Olympia, WA
- The Evergreen State College 1997-present  
Olympia, WA  
Bachelors of Arts Degree (Anticipate graduation June 2000)

**OTHER:**

- Kitchen Garden Project - Treasurer of Non-profit organization 1999-present
- Mount Tahoma Home Owners Association - Treasurer 1989-1992
- Cub Scouts of America - Awards Recorder/ Assistant Scout Leader 1987
- Lakes Elementary PTA - Treasurer 1989-1992
- Basic Skills Advisor Committee Member 1988-1992

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**REFERENCES:**

**PROFESSIONAL:**

- Nina Maurer, Senior Vice President  
Columbia Bank  
2915 Harrison Ave NW # 230  
Olympia, WA 98502  
(360) 357-7013

- Beatrice I. Miles, CPA  
Clees Miles CPA Group  
PO Box 287  
Olympia, WA 98507  
(360) 357-3901

- Richard Sweeney, CPA  
5115 Brentwood Dr SE  
Lacey, WA 98507  
(360) 491-8868

**PERSONAL:**

- Nancy Harwick  
2315 48th Ave SW  
Tumwater, WA 98512  
(360) 956-3480

- Jon Taylor, DC  
2703 Capital Mall Drive SW  
Olympia, WA 98502  
(360) 943-0988

- Kathy Everson  
7315 Young Road NW  
Olympia, WA 98502  
(360) 866-1847

**ANTHONY S. CHIRAS**

*Dispatcher/Manager*

(206) 764-3232

---

**PROFESSIONAL EXPERIENCE:**

- O'Neill & Sons, Inc./ Great Western Soil Conditioners, Inc. 1987-present  
Hired as a dump truck driver in 1987 and promoted to  
Dispatch manager in 1992
- Tri-State Construction - Bellevue, WA 1986-1987  
Dump Truck/Belly Drop Driver, loader operator
- John Looker Trucking - Olympia, WA 1986-1987  
Truck driver-hauling lumber
- Tom Martin Construction - Olympia, WA 1983-1987  
Dump Truck Driver

**EDUCATION:**

**PRIMARY:**

- Wadena Elementary 1969-1977  
Wadena, MN
- Timberline High School 1977-1979  
Lacey, WA

**OTHER EDUCATION:**

- Waconi Teamster School 1980  
White Swan, WA

**OTHER:**

- Volunteer Coach, baseball - Babe Ruth Baseball League 1999
- Volunteer Coach, baseball - Bambino Baseball League 1998-1999
- Volunteer Assistant Coach - Lacey Youth Parks and Recreation 1998-1999
- Volunteer Coach, baseball, 1st-4th grade, Little League Baseball 1993-1996
- Home is on the Olympia Tour of Lights during the Christmas Season 1997-1999

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**REFERENCES:**

**PROFESSIONAL:**

- Arlie Huffrom  
Natural Selections Farms  
(509) 837-6787

- Chris Lange  
C.E.L. Trucking  
PO Box 1493  
Snoqualmie, WA 98065  
(425) 888-0974

- Dick Raabe  
Western Fleet Supply  
620 S. Dakota  
Seattle, WA 98108  
(206) 624-4444

**PERSONAL:**

- Gerald Mandelke  
3491 Meridian Rd SE  
Olympia, WA 98501  
(360) 491-4592

- Tom Stolz  
2934 Monta Vista  
Olympia, WA 98501  
(360) 352-3252

- Todd Turner  
7435 Yolanda Drive SE  
Olympia, WA 98512  
(360) 357-9274

**RYAN L. LAWSON**  
*Dispatcher/Manager*  
(360) 352-1388

---

**PROFESSIONAL:**

O'Neill & Sons - Olympia, WA	
Dispatcher	1997-present
Truck driver-mechanic	1995-1996
O'Neill & Sons - Olympia, WA	
Part time as a loader operator and mechanic	1987-1992
Hytec Inc/Lasco Bathware- Tumwater WA	
Part time clean-up/sweeping/forklift	1984-1986
Crager Pre-Hung Doors- Shelton WA	
Part time door/sill finisher	1984-1985

**EDUCATION:**

**PRIMARY:**

Griffin School	1977-1984
Olympia, WA	
Capital High School	1984-1988
Olympia, WA	

**COLLEGE:**

South Puget Sound Community College	1988-1990
Olympia, WA	
University of Washington, Bachelor of Science, Marine Biology	
Seattle, WA	1990-1994

**OTHER:**

Employees in Crisis/Drug Awareness Training Program	1999
First Aid/CPR Training - Annually	
NAUI certified scuba diver	1991

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REFERENCE:

PROFESSIONAL:

Jeremy Jacobson  
Scherer Trucking Inc  
(206) 925-5169

Pat Brady  
Brady Trucking Co.  
(360) 426-3132

PERSONAL:

Grant Rodeheaver  
(360) 754-6155

Erik Price  
(360) 709-9129

Don Bartlett  
(360) 491-9346

**GERALD MUNCTON**  
*Head Mechanic*  
(206) 764-3232

---

**PROFESSIONAL EXPERIENCE:**

- O'Neill & Sons, Inc./Great Western Soil Conditioners, Inc. 1984-present  
Head Mechanic in the Seattle Shop
- Sour Dough Express - Fairbanks AK 1976-1983  
Shop Foreman
- Capps Transportation - Canada 1974-1976  
Shop Foreman

**EDUCATION:**

**PRIMARY:**

- Lincoln Grade School 1946-1952  
Vancouver, WA
- Shaway Junior High School 1952-1954  
Vancouver, WA
- Woodland High School 1954-1958  
Woodland, WA

**OTHER EDUCATION:**

- Cummins Northwest 1984-1985  
Renton, WA

**OTHER:**

- Attended various seminars and classes on diesel mechanics
- Little League Soccer Coach - volunteer- Rainer, WA

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**REFERENCES:**

**PROFESSIONAL:**

- Dick Raabe  
Western Fleet Supply  
620 S. Dakota  
Seattle, WA 98108  
(206) 624-4444
- Gene Hahn  
Cascade Diesel  
(425) 888-1886
- Tom Tsukishima  
Western Peterbuilt Supply  
3707 Airport Way South  
Seattle, WA 98134  
(206) 624-1564

**PERSONAL:**

- Lee Myers  
PO Box 597  
Rainer, WA 98576
- Stanlie Butler  
13209 Reo St  
Rainer, WA 98576  
(360) 446-7250
- Dennis Pothier  
(360) 446-7797



**LEE W. BLOCHER**

*Head Mechanic*

*(360) 352-1388*

---

**PROFESSIONAL EXPERIENCE:**

- O'Neill & Sons, Inc./Great Western Soil Conditioners, Inc. 1980-present  
Head Mechanic for the Olympia shop
- Delson Lumber Company - Olympia, WA 1976-1980  
Grader Operator
- Ted Sandberg - Olympia, WA 1974-1976  
Truck Driver/mechanic
- Swiss Baco Skyline Logging - Olympia, WA 1973-1974  
Truck Foreman and Truck Driver
- Dairy Valley Farm Inc. - Royal City, WA 1968-1973  
Irrigation Mechanic

**EDUCATION:**

**PRIMARY:**

- Roosevelt Elementary School 1945-1951  
Olympia, WA
- Washington Middle School 1951-1954  
Olympia, WA
- Olympia High School 1954-1957  
Olympia, WA

**OTHER EDUCATION:**

- Cummins Diesel School 1980-1981  
Portland, OR
- South Puget Sound Community College 1976-1978  
Olympia, WA
- Grays Harbor Community College 1978-1980  
Grays Harbor  
Lumber Inspection Certificate/Grading Certificate
- Shore Line Community College 1978-1979  
Shore Line, WA  
Labor and Industries Certificate
- CBCC 1969-1973  
Moses Lake, WA  
Welding courses
- Pico State 1965-1966  
Pico Rivera, CA  
Starters, Generators and Alternators Certificate
- Military 1961-1963  
US Army

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**REFERENCES:**

**PROFESSIONAL:**

- Cole Gilke  
Commercial Brake  
(253) 229-0905
- Gary Good  
Olympia Truck Supply  
(360) 352-3128

**PERSONAL:**

- Ken Thompson  
3511 Gull Harbor Rd  
Olympia, WA 98506  
(360) 956-3667
- Buck Butler  
13209 Reo Street  
Rainer, WA 98576  
(360) 446-7250

**JULIE A. PALEKA**  
*Receptionist/Bookkeeper*  
(360) 352-1388

---

**PROFESSIONAL EXPERIENCE:**

- O'Neill & Sons, Inc. - Tumwater, WA 1999-present  
Receptionist/Bookkeeper
- The Bon Marche - Moscow, ID 1997-1998  
Selling Specialist/Bridal Consultant
- Albertsons Food and Drug - Lacey, WA 1996-1997  
Assistant Front End Manager
- Ross Dress For Less - Olympia, WA 1992-1995  
Head Bookkeeper/Area Supervisor

**EDUCATION:**

**PRIMARY:**

- Woodland Elementary School 1981-1988  
Lacey, WA
- Evergreen Christian School 1988-1989  
Olympia, WA
- Nisqually Middle School 1989-1990  
Olympia, WA
- Timberline High School 1990-1991  
Olympia, WA
- New Century High School 1991-1993  
Olympia, WA

**COLLEGE:**

- South Puget Sound Community College 1993-present  
Tumwater, WA

**OTHER:**

- Summer quarter award for top sales in the district - The Bon Marche 1998
- Employee of the month - The Bon Marche 1997
- Employee of the month - Albertsons Food and Drug 1996
- 100% award for outstanding service - Ross Dress For Less 1995
- Capital Lakefair Princess 1993

**REFERENCES:**

**PROFESSIONAL:**

- Jeff Nevin, Manager  
The Barn  
9440 Old Hwy 99 South  
Olympia, WA 98501  
(360) 943 - 2826
  
- Steve Harwick  
WA State Capital Facilities  
(360) 586-8756
  
- Mike Wills/Dotti Wikle  
6810 33rd AVE SE  
Lacey, WA 98503  
(360) 456-8513

**PERSONAL:**

- Don & Teri Preston  
2830 East Bay Drive  
Olympia, WA 98503  
(360) 357 - 5436
  
- Vern & Sandi Butters  
6905 33rd AVE SE  
Lacey, WA 98503  
(360) 491-5706
  
- Jennifer Williams  
(360) 357-7310

J Paleka

**NANCY HARWICK**  
*Bookkeeping Assistant*  
(360) 352-1388

---

**PROFESSIONAL EXPERIENCE:**

- O'Neill & Sons, Inc. - Tumwater, WA  
Bookkeeping Assistant 1995-present
- Western Washington University, WA - Bellingham, WA 1971-1976
- Laguna News Post - Laguna Beach, CA 1969-1971

**EDUCATION:**

**PRIMARY:**

- Magnolia Elementary School
- Sierra Junior High School
- Riverside Poly High School.  
Riverside, CA 1950-1964

**COLLEGE:**

- Riverside City College,  
Riverside, CA 1964-1965
- California State Polytechnical University,  
San Luis Obispo, CA 1965-1968
  - Bachelor of Science in Home Economics
  - Minor in Early Childhood Education

**OTHER:**

- Tumwater School District - volunteer 1981-present

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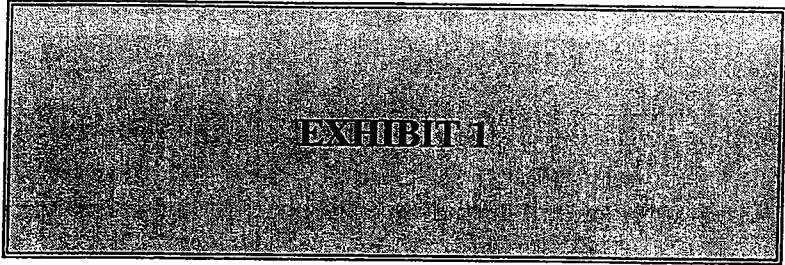
**REFERENCES:**

**PROFESSIONAL:**

- Judy O'Looney  
US West  
1-800-879-4357
- Steven Cifka  
Cifka Photography  
(360) 866-8625
- Michael Velasquez  
Black Hills High School  
(360) 709-7800

**PERSONAL:**

- Carla O'Neill  
(360) 943-4923
- Cindy Powell
- Carl Peterson  
(206) 855-1742



**EXHIBIT NO. 1**  
**REFERENCES**

PROPOSER: Great Western Soil Conditioners, Inc.

Type or print company name)

Provide at least two (2) references (excluding King County) for whom Proposer has recently performed services similar to the services required in the proposal document.

1. Company name: -SEE ATTACHED-  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Date and description of services provided: \_\_\_\_\_  
\_\_\_\_\_

2. Company name: -SEE ATTACHED-  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Date and description of services provided: \_\_\_\_\_  
\_\_\_\_\_

3. Company name: -SEE ATTACHED-  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Date and description of services provided: \_\_\_\_\_  
\_\_\_\_\_



EXHIBIT NO. 1  
REFERENCES

PROPOSER: Great Western Soil Conditioners

1. City of Ellensburg

Ellensburg Waste Water Treatment Plant

2415 Canyon Road

Ellensburg, WA 98926

Contact person: Irma Grogran (509) 962-7277

Rick Bollinger (509) 962-7133 office (509) 850-6052 cell

Fall of 1998 and 1999

Haul Biosolids that are produced in drying beds to sites assigned by Natural Selections Farms, usually in the Mabton, WA area.

2. City of Yakima

Yakima Waste Water Treatment Plant

2220 East Viola

Yakima, WA 98901

Contact person: Darrell Bullard (509) 575-6077

October 31, 1999

3. King County

Department of Natural Resources

The Exchange Building

821 Second Ave M/S 81

Seattle, WA 98104

Contact person: Mark Lucas (206) 684-1248

Transport biosolids for Metro/King County since 1980 to sites in Washington, Idaho and Alaska. Transported approximately 1,900,000 wet tons of biosolids since 1980.

4. Miller Brewing Company

PO Box 947

Olympia, WA 98507

Contact persons: Denise Quinn or Paul Decou (360)754-5000

Contract to purchase grain by-product, reuse residual water and recycle diatomaceous earth in soil blends and agriculture field enhancement. Service has been provided by Daniel O'Neill and related family companies since 1896.

EXHIBIT NO. 1  
REFERENCES

5. Midway Sewer District  
Des Moines Creek Treatment Plant  
PO Box 3487  
Kent, WA 98032

Contact person: Jeff Griffith (206) 824-2760  
1998-1999

Haul de-watered biosolids to sites in Mabton, WA, designated by Natural Selection Farms

6. Kitsap County  
Department of Public Works  
Central Kitsap Treatment Plant  
12350 State Hwy 303 NE  
Poulsbo, WA 98370

Contact person: John Gardmer (360) 337-7197

Haul biosolids to sites in Mabton, WA designated by Natural Selection Farms.

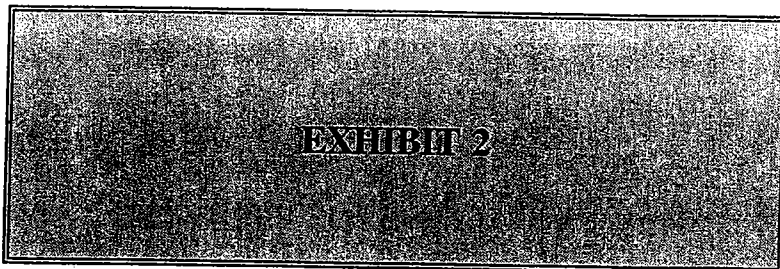
7. JR Simplot Company

PO Box 817

Quincy, WA 98848

Contact Persons: Bruce Miller and JR Abrahms

Transport approximately 100,000 tons of by-products annually to reuse farms in Washington State.



## EXHIBIT NO. 2

### PROPOSER'S INFORMATION REQUIRED

1. Contact Person(s)

Offeror to list name, address, title and telephone number(s) where contact person(s) can be reached during normal working hours and in case of emergencies.

-SEE ATTACHED-

2. Proposer's Facilities-

Offeror to list name, address/physical location, telephone number and a contact person for each facility as noted in Section 8. Use additional sheets if needed.

1. O'Neill & Sons Inc.

9418 Old Hwy 99 S.

Olympia, Wa 98501

(360) 352-1388

Contact Person - Daniel C. O'Neill

2. Great Western Soil Conditioners Inc.

6640 Ellis Ave S.

Seattle, Wa 98108

(206) 764-3232

Contact Person - Anthony S. Chiras

3. If Great Western Soil Conditioners Inc. is the successful  
proposer, we will consider combining our By-product operation  
in Quincy, Washington with the Biosolids Transportation Operation  
for King County. This would facilitate additional backhaul  
capacity.

**EXHIBIT NO. 2**  
**PROPOSER'S INFORMATION REQUIRED**

DANIEL C. O'NEILL, President, Contract Administrator  
9418 Old Hwy. 99 South, Olympia, WA 98503  
6640 Ellis Ave South, Seattle, WA 98108  
work - (360) 352-1388  
home - (360) 943-4923  
cell - (360) 951-1333  
pager - (360) 456-9813

ROBERT WALLACE, General Manager  
9418 Old Hwy. 99 South, Olympia, WA 98501  
6640 Ellis Ave South, Seattle, WA 98108  
work - (360) 352-1388  
home - (360) 866-0878  
cell - (360) 951-3547  
pager - (360) 456-9868

ANTHONY S. CHIRAS, Dispatch Manager  
6640 Ellis Ave South, Seattle, WA 98108  
work - (206) 764-3232  
home (360) 459-2186/(360) 455-0798  
cell - (360) 951-0787  
pager - (360) 456-9435/Olympia  
pager - (206) 977-0653/Seattle

RYAN LAWSON, Dispatch Manager  
9418 Old Hwy. 99 South, Olympia, WA 98501  
work- (360) 352-1388  
home - (360) 866-7442  
cell - (360) 951-1383  
pager - (360) 951-9103

ATTACHMENT B

**PRICE PROPOSAL**  
FOR RFP NO. 99-032

**BIOSOLIDS AND GRIT HAULING**

The undersigned Proposer hereby agrees to provide the services in accordance with the specifications and addenda issued under the above RFP. The Contractor can submit a proposal on one or more schedules. Proposers are encouraged to incorporate creative approaches or strategies in responding to the requirements herein, (see Section 8).

For each proposal submitted on schedules 1 – 4C, the Contractor must provide a fixed rate and variable cost per ton hauled. The annual tonnage used is for evaluation purposes only and should not be interpreted as actual tonnage. The County reserves the right to select the haul schedule which is in the best interest of the County in order to provide service to both treatment plants.

<b>SCHEDULE 1, 2 or 3 DESCRIPTION</b>		<b>Variable Cost per Ton Hauled</b>	<b>Fixed Cost per Month</b>	
<b>Service by one contractor to both treatment plants (based on approximately 136,000 tons annually)</b>				
1	Single contract for both treatment plants where the County supplies the specified trucks and trailers to be used at Renton and West Point Treatment Plants.	\$14.57	\$75,833.00	OPTION A
		\$11.56	\$75,833.00	OPTION B
2	Single contract for both treatment plants where the County supplies the specified trucks and trailers to be used at West Point only and the Contractor supplies similar equipment for Renton allowing for equipment use at both locations.			
3	Single contract for both treatment plants where the County supplies trucks and trailers for West Point only and the Contractor supplies equipment for Renton with no design restrictions which can only haul from Renton.	\$14.57	\$75,833.00	OPTION A
		\$11.56	\$75,833.00	OPTION B

<b>SCHEDULE 4, 4-a, 4-b, 4-c DESCRIPTION</b>		<b>Variable Cost per Ton Hauled</b>	<b>Fixed Cost per Month</b>	
<b>Service by 1 contractor for each treatment plant (Schedule 4, for WPTP and Schedule 4-a, 4-b or 4-c for RTP). You are invited to make a proposal on any one or more of the items in this schedule.</b>				
4	Single contract for West Point Treatment Plant only where the County supplies the specified trucks and trailers. (based on approximately 70,000 tons annually)	\$14.57	\$75,833.00	OPTION A
		\$11.56	\$75,833.00	OPTION B
4-a	Single contract for Renton Treatment Plant only where the County supplies specified trucks and trailers. (based on approximately 66,000 tons annually)	\$14.57	\$75,833.00	OPTION A
		\$11.56	\$75,833.00	OPTION B
4-b	Single contract for Renton Treatment Plant only where the Contractor supplies similar equipment to specified trucks and trailers that the County is supplying for the West Point Treatment Plant. (based on approximately 66,000 tons annually)			
4-c	Single contract for Renton Treatment Plant only where the Contractor supplies equipment with no design restrictions. The equipment may be similar to the existing equipment used by the current haul Contractor. (based approximately 66,000 tons annually)	\$14.57	\$75,833.00	OPTION A
		\$11.56	\$75,833.00	OPTION B

OPTIONS A and B -SEE ATTACHED-

*FOR OFFICIAL USE ONLY*  
Docket: TG-051406  
Effective Date: 02/06/06

**ATTACHMENT B**  
**PRICE PROPOSAL**

King County Biosolids and Grit Hauling Services

RFP Number 99-032

Price Proposal

Option A –

Great Western Soil Conditioners, Inc. (GWSC) charges King County a variable cost per ton of \$14.57 with a base of 100 miles and a fixed cost of \$75,833.00 per month. GWSC to be the end purchaser of diesel fuel and tires. GWSC does not charge King County for Grit Hauling from the West Point Treatment Plant to Waste Management in Seattle or the Renton Treatment Plant to Cedar Hills Landfill or Waste Management in Seattle.

Option B –

Great Western Soil Conditioners, Inc. charges King County a variable cost per ton of \$11.56 with a base of 100 miles and a fixed cost of \$75,833.00 per month. King County to be the end purchaser of diesel fuel and tires. GWSC does not charge King County for Grit Hauling from the West Point Treatment Plant to Waste Management in Seattle or the Renton Treatment Plant to Cedar Hills Landfill or Waste Management in Seattle.

Examples:

	GWSC Purchaser	King County Purchaser
Diesel	\$1.61 per Gallon	\$1.16 per Gallon

See attached offer from Pioneer Fuel, \$1.16 per gallon is quoted amount before volume and EFT discounts.

Tires – G362	\$289.00 per tire	\$216.00 per tire
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See attached quote for Tires, Inc.



**1997 STATE OF WASHINGTON  
POLITICAL SUBDIVISIONS**

**GS9730995**

**EFF: June 15, 1997**

**EXP: December 31, 1999**

**DELIVERY COMMISSION: 5%**

**THIS APPROVAL IS FOR LOCAL BILLING ONLY. THIS  
APPROVAL MUST APPEAR ON ALL LOCAL SALES INVOICES.**

**FACTORS ARE APPLIED TO NET STATE PRICE BOOK DATED  
1/1/95**

<u>PRODUCT</u>	<u>DISCOUNT</u>
AUTO POLICE	28% .72
AUTO-RADIAL	28% .72
LIGHT TRUCK-BIAS	10% .90
LIGHT TRUCK-RADIAL	17% .83
MEDIUM OVER-THE-ROAD-BIAS	2%
MEDIUM OVER-THE-ROAD-RADIAL (INCLUDE D/139)	2%
MEDIUM OFF-THE-ROAD-BIAS	2%
MEDIUM OFF-THE-ROAD-RADIAL	2%
FARM	2%
SPECIALTY	2%
INDUSTRIAL TIRES	NET
147-354-070 P225/60R16 97V EAGLE UG	\$50.15
732-354-500 P225/60R16 97V EAGLE RSA	\$50.15
165-877-314 21L-24 ITS25 16PLY	\$685.10

This Approval adds all service pricing (including tire-related service and non-tire related service) to The State of Washington contract. This service pricing is based off the National Accounts Service Price List dated 09/01/96. All service is to be Local Billed. There is no Central (WOC) Billing to The State of Washington on tires or service.



Operations Plan

**GREAT WESTERN SOIL CONDITIONERS, INC.**

**OPERATIONS PLAN FOR THE TRANSPORTATION OF  
BIOSOLIDS AND GRIT FOR KING COUNTY**

*FOR OFFICIAL USE ONLY*  
*Docket: TG-051406*  
*Effective Date: 02/06/06*

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## **Company Overview**

Great Western Soil Conditioners, Inc. (GWSC) is an intra-state and inter-state licensed trucking company which operates a truck fleet and is set up to serve a broad diversity of customers in Washington State and other parts of the United States. With well-equipped facilities and mobile units, we can maintain our own fleets of vehicles and will provide our present and future customers with up-to-date services.

Great Western Soil Conditioners, Inc. (GWSC) is administered by a management team, which meets once a week in the format of a Management Advisory Committee. This management team consists of Mr. Daniel O'Neill, President/Contract Administrator; Mr. Bob Wallace, General Manager & Maintenance and Equipment Manager; Mrs. Shirly Nevin, Accounting Manager; Mr. Tony Chiras, Dispatch Manager & Safety Director and Mr. Ryan Lawson, Dispatch Manager. The Management Team also meets once a week in the capacity of an operation and safety meeting.

## **Section 1 Operations**

Great Western Soil Conditioners, Inc. (GWSC) will provide hauling and truck maintenance services for King County to all its biosolids reuse sites in western and eastern Washington consistent with the King County Contract. We are committed to providing safe and efficient transportation of biosolids and grit. This operations plan is a summary of our operating procedures and demonstrates our commitment to the highest quality service to King County possible.

This section outlines the procedures followed by Great Western Soil Conditioners, Inc. in daily service between treatment plants and delivery sites, from loading of the trailers until delivered and properly unloaded at a designated reuse site.

### **Managing Production at the Treatment Plants**

King County may produce biosolids up to 24 hours per day, and up to seven days per week. Biosolids quantities vary with the weather and season and is determined by the loading into the plant. Because of these production variables, Great Western Soil Conditioners, Inc. (GWSC) may be required to respond to accelerate hauling requests at any time. GWSC will schedule and haul around the needs of King County and will adjust its operation to fit the operational hours of the delivery sites. The equipment and labor needs will vary from day to day depending upon biosolids production and destination. GWSC will plan on delivering to one or more sites at interval spacing that avoids trucks traveling together, and allows the reuse site time to apply the biosolids and minimizes traffic impacts.

GWSC has qualified staff to manage and transport loads produced by both the WPTP and RTP each day. There are two Dispatch Managers providing seven-day a week coverage to coordinate King County equipment. Initially, Mr. Tony Chiras and Mr. Ryan Lawson, Dispatch Managers, will conduct the dispatching from GWSC headquarters at 9418 Old Highway 99 South, Olympia, WA 98501. The designated Dispatch Manager for each day will contact the treatment plants and confirm production from the previous day and receive the production estimate for the next day. The designated dispatcher will coordinate staff and equipment to allocate loads to each delivery site per the request of the King County site managers.

### **Variable Hauling Distances**

GWSC anticipates utilizing a vehicle location system in combination with a Global Positioning Satellite (GPS) system. This system will ensure real time vehicle and employee management. This system will provide GWSC with a web based monitoring, tracking and management system to improve our customer service to all delivery sites for King County.

### **Restricted Delivery at Certain Sites**

GWSC will schedule deliveries around the restricted hours of the WPTP and the delivery restrictions as required by the reuse sites. GWSC utilizes an answering service 24 hours per day, seven days a week to ensure that communication between the WPTP, RTP, GWSC and drivers is maintained at all times. Communication and coordination can accommodate restricted hours of delivery.

### **Availability of Backup Equipment**

GWSC is prepared and equipped to handle the many variables that occur in the movement of biosolids and grit. There will be 27 sets of King County truck and trailer units and a minimum of 4 sets of GWSC truck and trailers units available. GWSC can provide operators for this equipment on short notice. With this equipment available GWSC can provide 2.5 times the present load requirements (1999 production). The additional equipment available for use in this contract will include a minimum of four sets of Mate, Fruehauf, or CMC double end dump trailers with tarps and leak proof tailgates. There are a minimum of four Kenworth or Peterbilt tractors capable of transporting biosolids 24 hours per day, 7 days a week, to various sites. In addition to this equipment the following personnel are available. O'Neill and Sons, Inc. a related company has a minimum of 19 additional drivers available through other related companies including Great Western Supply, O'Neill and Sons Trucking and Northwest Ag Services, as well as management personnel qualified and available as drivers. GWSC's Contract Administrator, General Manager and two Dispatch Managers have CDL's and are fully qualified and available as drivers.

### **Accidents and Spills**

GWSC recognizes the need for preparation for the possibility of accidents or spills. The driver will immediately place flags, reflective triangles, and/or flares as needed and required around the spill site to warn motorists and divert traffic. The driver will then contact the dispatcher in charge by cell phone, pager or home phone. If the dispatcher cannot be reached the company President will be notified. If the President is not available, the General Manager will be notified. If the General Manager is not available the Accounting Manager will be notified. The experience of GWSC for the past twenty years this procedure has never had to proceed this far. GWSC takes great pains to insure there is someone in charge and available at all times. In the event of a major spill, subcontractors are available through our contingency plan, which has been prepared in coordination with King County. GWSC is prepared to mobilize whatever equipment is required to deal with the emergency. A written report of all accidents or spills for work under this contract will be prepared and sent to the contract manager within two days of the incident.

### **Snow, Ice and Other Adverse Road Conditions**

All trucks are equipped with chains in the event of severe ice and snow conditions. Our drivers are trained to deal with ice and snow conditions and other adverse conditions such as mud, gravel and irregular road surfaces. When our drivers encounter these

conditions, they adjust their speed to match the conditions and drive defensively to protect themselves and other vehicles on the road.

### **Material Delivered to the Wrong Location**

In the event that material is delivered to the wrong location, the driver will immediately contact the Dispatch Manager. The Dispatch Manager will contact the King County Project Site Manager to formulate a new delivery plan. The driver will document the change and King County will be notified each week should a load be delivered incorrectly.

### **Road Closures**

In the event of unforeseen road closures, the driver will contact the dispatcher who, with the aid of the King County Project Site Manager and Washington State Department of Transportation, will provide routes or sites for delivery.

### **Coordination with King County and the Reuse Sites**

GWSC will contact the treatment plants each day by 10:00 AM to find out the schedule for the next day. GWSC has the capability of immediate communication with WPTP, RTP and King County. This allows coordination of the needs of the treatment plants, reuse sites and King County. The result of GWSC managing the WPTP and RTP operations is that it does ensure the capacity to react to changes in production at either plant or the interchange of equipment on an "as needed" basis. This flexibility will improve the customer service of GWSC and simplify the operations and communications between the WPTP, the RTP, King County and GWSC. Monthly meetings will be held at the wastewater plant facilities and two meetings per year will be held at the scheduled reuse sites.

Liquid biosolids from the Vashon Treatment Plant will be scheduled with the treatment plant staff. GWSC will use the tank trailers provided by King County for this haul. King County will provide GWSC with as much notice as possible to coordinate the haul.

### **Safety Program**

Safety is a serious subject at GWSC. We will do everything within reason to carry on a consistent and effective safety program. We stress work safety and require each employee to make use of all the safety devices which are provided for protection. In the long run, safe work practices and working conditions are a reflection on both GWSC and King County.

GWSC schedules a quarterly safety and information meeting which is mandatory for each employee. At that time each employee is encouraged to discuss safety concerns or problems and make recommendations to their supervisor. When unsafe working conditions are observed our employees are encouraged to report them immediately.

Full consideration will be given to the observations and steps will be taken to correct or solve any problems.

Members of the King County Management and staff are encouraged to attend and provide input as to safe operations. Proposed distribution and other information important for the communication and cooperation of King County and GWSC throughout this contract.

### **Driving Practices on Private Road Systems**

GWSC drivers will be operating on private road systems as well as public roads and highways. All GWSC drivers will adopt the safe driving practices required by the landowners on these private road systems. This may require reduced speed limits, wearing of personal protective equipment such as vests and hard hats, use of CB radios and other driving skills and practices necessary to share the road safely with other contractors.

### **Washing Equipment (Maintaining Image)**

Great Western Soil Conditioners, Inc. recognizes that the appearance of the vehicles is a direct reflection not only on GWSC, but also on King County and the quality of its operations. GWSC will keep all equipment as clean as possible.

At each reuse site, drivers are required to rinse the rear of the truck and trailer to remove excess or splashed biosolids using the water in the 30-gallon tank on the trailer. If weather conditions limit the use of water, the driver will use air from the truck to blow and also scrape off any excess material from the truck or trailer. After each trip when the driver returns to the treatment plant or Staging Facility, the trucks and trailers will be thoroughly rinsed and washed if necessary to remove road dirt. For West Point trucks, all washing/rinsing activities will occur off-site at the Staging Facility prior to returning to West Point. All trucks and trailers will be washed thoroughly at least once per week. The frequency of washing will be higher in the winter, when conditions are wet.

### **Records**

All records for RFP99-032 – Contract 153538 will be kept at 9418 Old Highway 99 South, Olympia, WA 98501. These records will include all employee files (secured and unsecured), all required documentation by the U. S. Department of Transportation including: log books, maintenance records and a complete file of all equipment owned by King County. All of the financial records will be completed in accordance with Generally Accepted Accounting Principals and secured at 9418 Old Highway 99 South, Olympia, WA 98501. All accounting records will be available during normal business hours. Employee files required by Federal Motor Carrier Safety Regulations are maintained at corporate headquarters. Biosolids and Grit Haul Drivers Handbook will be available at:

- 9418 Old Highway 99 South, Olympia, WA 98501
- Each manager vehicle

## Operations Plan

- Each unit used for the transportation of biosolids and grit for King County

GWSC's operations plan will be updated from time to time for changes in management, equipment and new laws and regulations.



## Section 2 Equipment

### Equipment List

Detailed list of all equipment including all accessories intended for use in this Contract.

Unit Number	Year	Description	Weight / Capacity
161	1993	Peterbilt Tractor	
159	1993	Peterbilt Tractor	
157	1993	Peterbilt Tractor	
158	1993	Peterbilt Tractor	
T-88	1984	Fruehauf Trailer	14500
T-89	1985	Fruehauf Trailer	15500
T-36	1978	Fruehauf Trailer	11720
T-35	1979	Fruehauf Trailer	12980
T-63	1983	CMC Trailer	11580
T-62	1983	GMC Trailer	10960
T-61	1982	CMC Trailer	11900
T-60	1982	CMC Trailer	11020

The above list of equipment is subject to change based on GWSC workload. At all times there will be 4 trucks and 8 trailers available as backup equipment.

## **Section 3 Maintenance**

### **Maintenance Personnel**

Mr. Bob Wallace, Maintenance and Equipment Manager for O'Neill and Sons, Inc., will manage equipment maintenance. Mr. Jerry Muncton will be the Maintenance Supervisor. Mr. Muncton has been with GWSC since 1984. He has attended training courses with Cummins Northwest in addition to other seminars and classes in diesel mechanics. GWSC maintains a staff of two mechanics to maintain King County equipment in safe operating condition. GWSC will conduct weekly meetings to plan the following weeks maintenance. All GWSC personnel are encouraged to attend classes and conferences in relationship to the maintenance of equipment.

### **Maintenance Procedures for King County Vehicles**

Beall Manufacturing will provide a recommended maintenance schedule for all trucks and trailers prior to implementation. Weekly maintenance meetings will be held to plan the following week's maintenance schedule. The person or facility performing the maintenance will fill out a maintenance report of all services performed including all parts or materials used, whether a commercial shop or GWSC owned shop.

All King County owned trucks will be maintained and repaired in accordance with the Kenworth Custom Shop Manual for T 600, a manual custom made for the specific components of King County Kenworth trucks. This manual consists of twenty separate sections relating to the instruction of operation; maintenance and service, disassembly/assembly and trouble shooting of the King County owned Kenworth trucks. A copy of this manual will be located in the office of Mr. Daniel C. O'Neill, Contract Administrator, GWSC, 9418 Old Highway South, Olympia, WA 98501. A copy will also be placed in the maintenance office at 6640 Ellis Ave., Seattle, WA 98108 at Boeing Field to be used as a reference by Mr. Jerry Muncton, Maintenance Supervisor for GWSC. This copy will also be available for employee reference. The aluminum box and trailer manuals are not available from Beall at this time. When these manuals become available a copy will be placed in the office of Mr. Daniel C. O'Neill and at the maintenance facility at Boeing field in Seattle.

GWSC will maintain King County owned trucks and trailers in optimum working order consistent with industry standards, making all repairs necessary to maintain and preserve the trucks and trailers in top condition. Engine heaters will be plugged in at each of the treatment plants and at the staging facility. Oil samples will be taken and analyzed for all component parts (engine, transmission, differentials) at each specified service interval or at least twice per year in order to assure that all parts of the equipment are maintained and working properly. GWSC will institute and enforce a preventive maintenance program consistent with State and Federal Department of Transportation regulations, industry standards and manufacturer's recommendations.

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*Docket: TG-051406*

*Effective Date: 02/06/06*

## Operations Plan

GWSC will refer to RFP 99-032 – Contract 153538 for any required maintenance and repairs.

### **Inspection Interval**

Inspections will be performed at each 3,000-mile interval and 10,000-mile interval. GWSC will maintain stores of lubricants, parts and supplies for the maintenance and operation of all King County owned equipment. GWSC Brakes will be routinely inspected or adjusted on all trucks and trailers at regular intervals or more frequently as needed. The trucks and trailers are equipped with auto-slack adjusting brakes and will be inspected during routine maintenance. Regular intervals will constitute a brake inspection at a minimum of once every two weeks.

GWSC will contract with Mr. Phil Begardt to make random inspections and meet quarterly with the GWSC management team to provide feedback. Mr. Begardt is a retired Washington State Patrol officer with extensive background in the truck industry. This service may be changed to monthly should the inspection frequency need to be increased for any reason.

### **Routine Inspection Form**

At the regular inspection interval the "Maintenance Checklist" (see attached) will be used as a checklist to make certain that the equipment has been thoroughly inspected.

### **Driver Inspection**

Each GWSC driver of a truck and trailer will inspect said truck and trailer prior to hauling each load and note any departures from normal on the "Driver's Vehicle Inspection and Interchange Report" (DVIIR). (See attached Driver's Vehicle Inspection and Interchange Report.)

Each driver will inspect the loaded King County unit prior to leaving the treatment plant to ensure safe and effective operation; that the tailgates are sealed to prevent leaking, that the safety locks are all completely tight and the cover is secured. Should equipment be damaged during the loading process at a treatment plant, a complete report will be filled out and photographs will be taken prior to the equipment departing the plant. In addition, the driver will record the damage and plant operations will confirm the damage, in writing, prior to removal of the equipment from the plant. If it has been determined that King County caused the damage, GWSC will complete a damage report consistent with requirement from King County for reimbursement.

### **Computerized Maintenance Program**

The maintenance program will be selected by GWSC and approved by King County. GWSC will utilize a computerized equipment tracking and record keeping system. King County will approve this system prior to purchase and reports will be provided to the county upon request. GWSC will maintain all records in the electronic maintenance database complete with records of all repairs, maintenance and warranty work.

*FOR OFFICIAL USE ONLY*  
*Docket: TG-051406*  
*Effective Date: 02/06/06*

Operations Plan

performed on the trucks and trailers in accordance with the computerized equipment tracking and record keeping system approved by King County.

All data from the maintenance reports will be entered into the computer tracking program on a weekly basis and become a part of the maintenance record for all equipment.

In addition all King County trucks GWSC staff will be equipped with a VDO computer system. Data obtained from the VDO computer on each truck will be updated by GWSC a minimum of once a week. The VDO data will be downloaded after each shift change. Downloading and evaluation of the VDO computer information will be the responsibility of the safety director, Mr. Tony Chiras and the maintenance director, Mr. Bob Wallace. This information will be used to give direct feedback to the drivers both during annual performance evaluations and other periodic reviews with the drivers. Summary reports will be provided to the County on a monthly basis and more detailed reports will be available at any time. Design of both the summary reports and any detailed reports requested by the County will be coordinated with GWSC.

**Handling of Waste Products**

GWSC takes great pride in the environment and maintaining an environmental management system. With a long family history of Farm Management and recycling many types of reusable products, we are committed to being good stewards of the environment. All stores of lubricants or products held for either use in the performance of the contract or for disposal are maintained in environmentally approved containers with safeguards to protect from any type of spillage or other release to the environment. Both management personnel and various regulatory agencies perform periodic inspections. All waste products that are not recyclable will be handled according to State and Federal regulations and guidelines. The following is a partial list of how we manage with some of the more visible waste products that are a byproduct of the transportation industry. (List effective 8-1-00)

<b>Waste Product</b>	<b>Description of Action Taken</b>
Waste engine oil	Emerald Petroleum Services removes waste products and disposes or recycles
Waste gear and transmission oil	Emerald Petroleum Services
Solvents	Emerald Petroleum Services
Oil filters	Emerald Petroleum Services
Anti-freeze	Emerald Petroleum Services
Air filters	Emerald Petroleum Services
Batteries	Exide – Tacoma picks up used batteries and disposes of or recycles
Broken or replace parts	Seattle Iron removes and recycles parts
Tires	Tires Inc. removes and recycles
other hazardous materials	Emerald Petroleum Services and various other companies depending on the kinds of hazardous materials

## **Section 4 Personnel**

### **Teamwork**

Success is achieved at GWSC by providing high quality service in a safe work environment at a competitive price. We believe this requires a productive work environment, the use of modern equipment and technology and most critically the employment of capable people in a flexible system based on teamwork.

Unlike traditional operations, GWSC does not have a large number of technically defined job classifications that strictly segregate employees into many individualized separated functions. Instead, we operate on a team concept.

Under the team system, all employees work together for the overall goal of the highest quality service at a low, competitive cost. Employees are not limited to responsibility for only a small facet of operations. Everyone is expected to perform whatever work needs to be done and which they are qualified to do safely. In other words, all team members should be result-oriented, not task oriented.

### **The Hiring Process**

#### **The applicant must:**

1. Must have at least 2 years experience operating similar equipment.
2. Complete a written driver's application.
3. Have a current Commercial Driver's License.
4. Have a clean driving history. See attached requirements from GWSC's insurance carrier.
5. Pass a driver's road test conducted by Great Western Soil Conditioners, Inc. supervisory personnel.
6. Able to demonstrate good driver skills on the various driving conditions required as part of the work.
7. Be at least 25 years of age and in good health or accepted by current insurance carrier.
8. Speak and read English well enough to communicate effectively and courteously with the King County staff, landowners and the general public.
9. Pass a drug and alcohol test.
10. Complete GWSC training. (See employee training.)

### **Employee Communication**

It is our firm belief that we need to communicate with all employees through established channels and informally on a person-to-person basis. We believe that this approach can solve any personnel problems, whether it is personal or work related. Mr. Daniel

O'Neill maintains an open door policy for all management team members and employees.

### **Employee Retention Program**

GWSC recognizes that retaining good drivers is necessary for efficient and safe operations. Some important encouragement is offered in the following ways:

- A combined wage and benefit package, including medical and dental insurance, competitive with the transportation industry in Western Washington.
- A bonus program for the safe operation of King County vehicles.
- A 401/K package including contributions by GWSC.
- Quarterly safety and information meetings to be held with all employees present. Annual safety training for interested employees.
- Annual evaluations of each employee conducted personally by the Contract Manager, Daniel O'Neill.

### **Awards Acknowledging Safe Operation of King County Vehicles**

- Periodic review of the computer data by the management team and employees together.
- Each driver is required to attend quarterly safety and information meetings held for all employees. Annual evaluations will be completed for the purpose of informing employees (mechanics and drivers) of driver and equipment improvement and for the overall exchange between employee and management.

(See attached Employee Handbook.)

### **Employee Training / Continuing Education**

GWSC's training of new personnel is at a minimum as follows:

- 1) Trained to an acceptable level of safety with the King County Truck and Trailers, on the various sites and during travel.
- 2) Trained to a level of competence that ensures professional and knowledgeable performance of King County equipment.
- 3) Trained to a level of awareness regarding fuel consumption, tire wear, operation of King County Equipment and computer monitoring of equipment.

This training may take up to four weeks depending on previous experience and qualifications of the personnel.

Training seminars for all employees to improve fuel consumption and operator performance will be provided as part of the quarterly safety meetings.

Maintenance Personnel will be encouraged and required to get additional training on engines, transmissions, brakes and other components as required to maintain certification.

Management personnel and leads will attend and complete first aid training courses.

**Employee Performance**

GWSC takes the performance of its employees seriously. GWSC and its employees will obey all Federal, State, County and City rules, laws and regulations. GWSC requires that all personnel conduct themselves in a professional manner, and that their appearance shall always be neat and clean. At a minimum all employees will be required to be clean and neatly dressed in order to project a professional image for King County.

To assist the Company in retaining qualified and competent employees, all employees will be given a periodic performance review. Probationary and annual reviews will be in written form. The following criteria will be used to evaluate the employee's performance under this contract:

- |                  |   |
|------------------|---|
| Quality of Work  | Attendance and Punctuality                  |
| Quantity of Work | Initiative                                  |
| Job Knowledge    | Observance of Company Policies & Procedures |
| Work Rules       | Cooperation and Team work                   |

In addition, the VDO computer data generated from the truck computers will be used as a tool to help access the overall driving performance of the employee.

Disciplinary action for not obeying the laws or requirements of the contract is further defined in the employee's handbook.

## **Section 5 Grit Hauling**

### **Grit Hauling Procedures as Follows:**

Contact will be made daily with WPTP and RTP by the dispatcher on duty. Grit will be transported on Monday, Wednesday, and Friday or oftener if production warrants. Grit will be hauled in GWSC trucks and trailers. Backup equipment will be used when equipment is down for major repairs and is available to transport grit at 9418 Old Highway 99 South, Olympia, WA 98502.

Grit trailers will be maintained on a regular basis.

GWSC will be able to respond to accelerated hauling of grit upon request by WPTP or RTP. The removal of grit will be coordinated with the WPTP and the RTP on a daily basis. WPTP and RTP will notify GWSC of increased volumes of grit due to digester cleaning or weather conditions. GWSC will accommodate these increases.



## **Attachments**

- 1) Manufactures Equipment Operations Manuals (by reference)
- 2) Driver's Vehicle Inspection and Interchange Report
- 3) Maintenance Checklist GWSC
- 4) Driver Checklist
- 5) Employee Handbook
- 6) Biosolids and Grit Haul Driver's Handbook (by reference)
- 7) Subcontractor Listings

**GREAT WESTERN SOIL CONDITIONERS, INC.**

**OPERATIONS PLAN FOR THE TRANSPORTATION OF  
BIOSOLIDS AND GRIT FOR KING COUNTY**

**ATTACHMENTS**

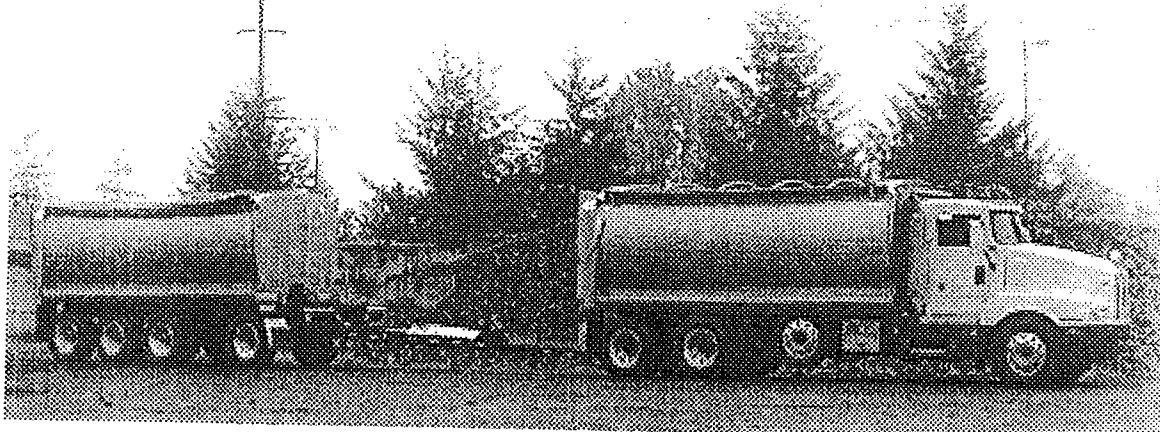
**GREAT WESTERN SOIL CONDITIONERS, INC.**

**MANUFACTURES EQUIPMENT OPERATIONS**  
**MANUALS**

Manufactures Equipment Operations Manuals – By Reference Only – Manuals are located at the Great Western Soil Conditioners, Inc. corporate office in Tumwater Washington and at the Seattle Washington location.

GREAT WESTERN SOIL CONDITIONERS, INC.

DRIVER'S VEHICLE INSPECTION AND  
INTERCHANGE REPORT



**Great Western Soil Conditioners, Inc.  
Driver's Vehicle Inspection Report  
And Fuel Report**

Driver: \_\_\_\_\_ Date: \_\_\_\_\_  
 Truck #: \_\_\_\_\_ Fuel Added: \_\_\_\_\_  
 Beg Miles: \_\_\_\_\_ Oil (Quarts): \_\_\_\_\_  
 End Miles: \_\_\_\_\_  
 Signature: \_\_\_\_\_

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Air Compressor     | <input type="checkbox"/> Horn                 | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Air Lines          | <input type="checkbox"/> Lights               | <input type="checkbox"/> Starter           |
| <input type="checkbox"/> Battery            | <input type="checkbox"/> Head-Stop            | <input type="checkbox"/> Steering          |
| <input type="checkbox"/> Body               | <input type="checkbox"/> Tail-Dash            | <input type="checkbox"/> Tachograph        |
| <input type="checkbox"/> Brake Accessories  | <input type="checkbox"/> Turn Indicators      | <input type="checkbox"/> Tires             |
| <input type="checkbox"/> Brakes, Parking    | <input type="checkbox"/> Mirrors              | <input type="checkbox"/> Tire Chains       |
| <input type="checkbox"/> Brakes, Service    | <input type="checkbox"/> Muffler              | <input type="checkbox"/> Transmission      |
| <input type="checkbox"/> Clutch             | <input type="checkbox"/> Oil Pressure         | <input type="checkbox"/> Wheels and Rims   |
| <input type="checkbox"/> Coupling Devices   | <input type="checkbox"/> Radiator             | <input type="checkbox"/> Windows           |
| <input type="checkbox"/> Defroster/Heater   | <input type="checkbox"/> Rear End             | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Drive Line         | <input type="checkbox"/> Reflectors           | <input type="checkbox"/> Tarpaulin         |
| <input type="checkbox"/> Engine             | <input type="checkbox"/> Safety Equipment     | <input type="checkbox"/> Fire Extinguisher |
| <input type="checkbox"/> Exhaust            | <input type="checkbox"/> Reflective Triangles | <input type="checkbox"/> Front Axle        |
| <input type="checkbox"/> Fifth Wheel        | <input type="checkbox"/> Flags, Flares, Fuses | <input type="checkbox"/> Fuel Tanks        |
| <input type="checkbox"/> Frame and Assembly |   |  |
| <input type="checkbox"/> Generators         |   |  |

Trailer No \_\_\_\_\_

<input type="checkbox"/> Brake Connections	<input type="checkbox"/> Hitch	<input type="checkbox"/> Tarpaulin
<input type="checkbox"/> Brakes	<input type="checkbox"/> Landing Gear	<input type="checkbox"/> Tires
<input type="checkbox"/> Coupling Devices	<input type="checkbox"/> Lights - All	<input type="checkbox"/> Wheels and Rims
<input type="checkbox"/> Coupling (King) Pin	<input type="checkbox"/> Doors	<input type="checkbox"/> Suspension System

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY  
 ABOVE DEFECTS CORRECTED

MECHANIC'S SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
 DRIVER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**GREAT WESTERN SOIL CONDITIONERS, INC.**

**MAINTENANCE CHECKLISTS**

# Great Western Soil Conditioners

## MAINTENANCE WORK ORDER

VEHICLE NO.	_____-_____-_____-	NEXT SERVICE DUE	PM NO. <u>N<sup>o</sup></u>
DATE	_____/_____/_____-	APPROVED BY:	<u>47336</u>
FACILITY CODE	_____-_____-_____-	CHECK APPROPRIATE BOX — ONE ONLY	
HUBOMETER/HOURS	_____-_____-_____-	23	LUBE — WEEKLY
		24	PM A — 10,000 MILE
		25	PM B — QUARTERLY
		26	PM C

TIME OFF	TIME ON	HRS	MIN	EMPLOYEE	LABOR HOURS
ON	---				
OFF	---				
ON	---				
OFF	---				
ON	---				
OFF	---				
ON	---				
OFF	---				
ON	---				
OFF	---				
ON	---				
OFF	---				
ON	---				
OFF	---				
ON	---				
OFF	---				
ON	---				
OFF	---				
<b>TOTAL HOURS</b>					
<b>TOTAL OTV &amp; COST</b>					
<b>COMMERCIAL COST</b>					
CLASS	LABOR \$	PARTS \$		TOTAL \$	

✓ — CHECK IF OK

LUBE

x — ADJUSTMENT MADE

QUANTITY

P.M. "B" SERVICE

0 — REPAIRS NEEDED

- 1.  LUBRICATION
- 2.  BATTERY — Check
- 3.  RADIATOR & HOSES — Check
- 4.  TRANSMISSION — Lube Level
- 5.  DIFFERENTIAL — Lube Level
- 6.  DRIVE SHAFT — U Joints
- 7.  TIRES — Inflation, Condition, Lug Nuts
- 8.  BELTS — Condition, Tension
- 9.  CLEANING — Vacuum or Wash

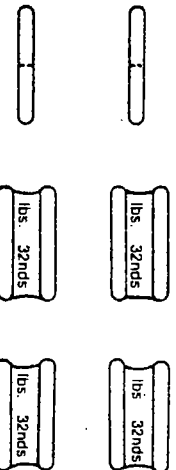
**P.M. "A" SERVICE**

- 10.  CRANKCASE — Drain and Refill
- 11.  FILTERS — OIL, FUEL, AIR — Clean or Change
- 12.  FUEL SYSTEM — Leaks, Connections
- 13.  EXHAUST SYSTEM — Leaks, Connections
- 14.  AIR SYSTEM — Leaks, Connections
- 15.  LIGHTS & SIGNALS
- 16.  BODY INTERIOR, GAUGES, HEATER
- 17.  BODY EXTERIOR, PAINT, DENTS, MIRRORS, WINDOWS
- 18.  SAFETY EQUIPMENT, LICENSE, PERMITS
- 19.  SUSPENSION, AXLES, SPRINGS
- 20.  CLUTCH — Operation & Condition
- 21.  BRAKES — Operation & Condition
- 22.  FIFTH WHEEL
- 23.  MOUNTED EQUIPMENT — Attachment, Operation

- 24.  AIR CLEANER — DRY ELEMENT
- 25.  AIR COMPRESSOR GOVERNOR - Test
- 26.  AIR HOSES AND GLAD HAND CONNECTIONS
- 27.  AIR PRESSURE - Low Air Warning Device
- 28.  ALTERNATOR — Record Maximum Output
- 29.  BATTERIES — Load Test
- 30.  COOLING SYSTEM — Pressure Test
- 31.  KING PINS — Check for Looseness
- 32.  LIGHT CORD & CONNECTIONS
- 33.  SPRING PARKING BRAKE
- 34.  STEERING — Check for Looseness
- 35.  WIPER OPERATION
- 36.  WHEEL ALIGNMENT
- 37.  BRAKES — Record Thickness

- (RFT) (RFD) (LRD) (RRD)
- (LFS) (RFD) (LRD)

ILLUSTRATIONS FOR RECORDING THICKNESS.



FOR OFFICIAL USE ONLY  
 Docket: TG051406  
 Effective Date: 02/06/06

**GREAT WESTERN SOIL CONDITIONERS, INC.**

**MAINTENANCE CHECKLISTS**



# Great Western Soil Conditioners

## MAINTENANCE WORK ORDER

FOR OFFICIAL USE ONLY  
Docket: TG-051406  
Effective Date: 02/06/06

VEHICLE NO.		NEXT SERVICE DUE	PM NO. <span style="font-size: 1.5em;">No</span> 4339
DATE _ / _ / _		APPROVED BY:	
FACILITY CODE		CHECK APPROPRIATE BOX — ONE ONLY	
HUBOMETER/HOURS		<input type="checkbox"/> 23 LUBE — WEEKLY	<input type="checkbox"/> PM A — 10,000 MILE
		<input type="checkbox"/> 24	<input type="checkbox"/> PM B — QUARTERLY
		<input type="checkbox"/> 25	<input type="checkbox"/> PM C
		<input type="checkbox"/> 26	

TIME OFF	TIME ON	LABOR HOURS		EMPLOYEE
		HRS	MIN	
ON				
OFF				
ON				
OFF				
ON				
OFF				
ON				
OFF				
ON				
OFF				
ON				
OFF				
ON				
OFF				
ON				
OFF				
ON				
OFF				
ON				
OFF				
ON				
OFF				
ON				
OFF				
TOTAL HOURS				
TOTAL OUY & COST				
<b>COMMERCIAL COST</b>				
CLASS	LABOR \$	PARTS \$	TOTAL \$	

- CHECK IF OK
- LUBE**
1. LUBRICATION
  2. BATTERY — Check
  3. RADIATOR & HOSES — Check
  4. TRANSMISSION - Lube Level
  5. DIFFERENTIAL — Lube Level
  6. DRIVE SHAFT — U Joints
  7. TIRES — Inflation, Condition, Lug Nuts
  8. BELTS — Condition, Tension
  9. CLEANING — Vacuum or Wash
- P.M. "A" SERVICE**
10. CRANKCASE — Drain and Refill
  11. FILTERS — OIL, FUEL, AIR — Clean or Change
  12. FUEL SYSTEM — Leaks, Connections
  13. EXHAUST SYSTEM — Leaks, Connections
  14. AIR SYSTEM — Leaks, Connections
  15. LIGHTS & SIGNALS
  16. BODY INTERIOR, GAUGES, HEATER
  17. BODY EXTERIOR, PAINT, DENTS, MIRRORS, WINDOWS
  18. SAFETY EQUIPMENT, LICENSE, PERMITS
  19. SUSPENSION, AXLES, SPRINGS
  20. CLUTCH — Operation & Condition
  21. BRAKES — Operation & Condition
  22. FIFTH WHEEL
  23. MOUNTED EQUIPMENT — Attachment, Operation

**QUANTITY**

- ADJUSTMENT MADE
- P.M. "B" SERVICE**
- O — REPAIRS NEEDED**
24. AIR CLEANER — DRY ELEMENT
  25. AIR COMPRESSOR GOVERNOR - Test
  26. AIR HOSES AND GLAD HAND CONNECTIONS
  27. AIR PRESSURE - Low Air Warning Device
  28. ALTERNATOR — Record Maximum Output
  29. BATTERIES — Load Test
  30. COOLING SYSTEM — Pressure Test
  31. KING PINS — Check for Looseness
  32. LIGHT CORD & CONNECTIONS
  33. SPRING PARKING BRAKE
  34. STEERING — Check for Looseness
  35. WIPER OPERATION
  36. WHEEL ALIGNMENT
  37. BRAKES — Record Thickness

ILLUSTRATIONS FOR RECORDING THICKNESS.

 <input type="checkbox"/>	 <input type="checkbox"/> lbs. 32nds	 <input type="checkbox"/> lbs. 32nds
 <input type="checkbox"/>	 <input type="checkbox"/> lbs. 32nds	 <input type="checkbox"/> lbs. 32nds

RFT
RFD
LFS
RRD
LFD
LRD



# Great Western Soil Conditioners

## EQUIPMENT MANAGEMENT SYSTEM VEHICLE REPAIR ORDER

FOR OFFICIAL USE ONLY  
Docket: G-051406  
Effective Date: 02/06/06

Vehicle Number	Safety/Service Due
Repair Order No.:	Repair Order Date:
Facility Code:	Hubometer/Hour Reading:
Date: _____ Time: 200__ M AM PM30 PM Returned to Service Date: _____ Time: _____ M AM PM30 PM Down Time: _____ nearest hour	

Check: One Box	Check: One Box
C L A S S	C L A S S
A Scheduled	A Scheduled
B Non-Scheduled	B Non-Scheduled
C ROAD:CSH	C ROAD:CSH
R: Wear & Tear	R: Wear & Tear
S Warranty	S Warranty
T Damage	T Damage
V Accident	V Accident

Written By:
-------------

THIS BLOCK TO BE SUMMARIZED BY REPAIR TYPE

LABOR SUMMARY	PARTS SUMMARY
REPAIR TYPE	QTY.
LABOR HOURS TO NEAREST MIN.	TOTAL COST

INSTRUCTIONS

REPAIR TYPES:

151	Accessories — General	345	Engine Minor
101	Air Conditioning	143	Exhaust
105	Air System	178	Final Drive
121	Axle Front	179	Forks
111	Axle Driven Non-Front	114	Frame
232	Battery	144	Fuel System
190	Blade	181	Glass
261	Body Exterior	106	Hydraulic System
161	Body Interior	103	Instruments & Gauges
171	Boom	182	Legs
113	Brakes Reline	183	Lids
213	Brakes Repair	134	Lights
290	Bucket	166	Painting
172	Bunks	156	Radio
102	Cab	184	Ripper
123	Clutch Major	590	Rollers
223	Clutch Minor	900	Safety Equipment
173	Containers	490	Sprockets
174	Converter	115	Steering
142	Cooling System	116	Suspension
175	Gross Member	168	Towing
176	Cutting Edges	226	Trans. Major
129	Differential	126	Trans. Minor
124	Drive Train	185	Turbo Charger
177	Drums & Hubs	690	Under Carriage
152	Electrical	186	Welding
145	Engine Major	158	Winch

COMMERCIAL COST

REPAIR TYPE	LABOR \$	PARTS \$	TOTAL \$
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**GREAT WESTERN SOIL CONDITIONERS, INC.**

**DRIVER'S FILE CHECKLIST**

# GREAT WESTERN SOIL CONDITIONERS, INC.

## DRIVER CHECKLIST

### SECURED

1. Written Application
2. Inquiry to last employer
3. Motor Vehicle Report
  - Insurance Carrier Guidelines, effective 8-1-00
  - > No drivers under 25 or over 65.
  - > No more that 3 minor traffic violations in the past 3 years.
  - > No major violations (DUI, etc) in the past 3 years.

There are exceptions to the above guidelines. These exceptions must have a have a strong recommendation from management and be documented.
4. Record of Violations
5. Physical Examination
6. Road Test
7. Driver's License
8. Fit for Work (Drug & Alcohol)

### UNSECURED

1. W-4
2. I-9
3. Paycheck Memo
4. Handbook Receipt
5. Fax Confirmation of W-4 to State of Washington

**GREAT WESTERN SOIL CONDITIONERS, INC.**

**EMPLOYEE HANDBOOK**

*FOR OFFICIAL USE ONLY*  
*Docket: TG-051406*  
*Effective Date: 02/06/06*

**GREAT WESTERN SOIL  
CONDITIONERS, INC.**

**HOURLY/PER TRIP EMPLOYEE HANDBOOK**

**Effective August 1, 2000**



**WELCOME TO GREAT WESTERN SOIL CONDITIONERS, INC.**

We are pleased that you have joined us at Great Western Soil Conditioners, Inc., and wish you success in your job. We realize that our employees are the most important factor in establishing and achieving success in our operation. Thus, we are strongly committed to working closely with you to establish a good, safe and productive work environment and are equally committed to rewarding employees for their efforts.

The plans and programs affecting you as employees of Great Western Soil Conditioners, Inc. will be explained in detail in this handbook. We will also explain the privileges and benefits to be enjoyed and the commonsense obligations which we all share as employees of Great Western Soil Conditioners, Inc.

The contents of this handbook represent a summary of guidelines regarding operations at Great Western Soil Conditioners, Inc. and should not be construed as a contract or employment agreement. Nor should they be construed as promises of specific treatment in specific situations. You are employed at your will and at the will of the Company, and your employment may be terminated for any reason by either party; with or without notice. The handbook will be subject to revision from time to time as business conditions may require. We will keep you advised as changes occur.

Great Western Soil Conditioners, Inc. is proud to have you on board. It is the objective of this Company to produce a service valued by our customers: to hopefully provide our employees with opportunities for personal fulfillment in their work, which stimulates superior performance and dedication. This is shown in our mission statement, which states:

*Great Western Soil Conditioners, Inc. is committed to ensuring that each customer is provided with the highest quality service. This is accomplished by:*

- 1) Providing growth opportunities to our employees and an atmosphere where all employees and their contributions are treated with dignity and respect.*
- 2) Utilization of by-products.*
- 3) Safely provide the best transportation value possible.*
- 4) Listening to the needs of each customer and responding with the best information possible.*

If you have any questions, please feel free to discuss them with your supervisor.

Daniel C. O'Neill  
President

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**YOUR COMPANY**

### OUR BUSINESS

Great Western Soil Conditioners, Inc. is an intra-state and inter-state licensed trucking company which operates a truck fleet and is set up to serve a broad diversity of customers in Washington State and other parts of the United States. With well-equipped facilities and mobile units, we can maintain our own fleets of vehicles and will provide our present and future customers with up-to-date services, as well.

Great Western Soil Conditioners, Inc. serves King County and other municipalities transporting semi-liquid commodities under a garbage permit, throughout the state of Washington. This service to King County has proven that our company possesses the capability to respond to any and all types of transportation in a responsive manner.

### EQUAL OPPORTUNITY EMPLOYMENT

Great Western Soil Conditioners, Inc. is an equal opportunity employer. All employees and potential employees will be recruited, selected, and if necessary, disciplined without regard to sex, race, religion, marital status, age, national origin, color, or the presence of any sensory, physical or mental handicap that does not impair the ability to do the job.

### EMPLOYEE COMMUNICATIONS

It is our firm belief that we need to communicate with all employees through established channels and informally on a person-to-person basis. We believe that this approach can solve any personnel problems, whether it is personal or work related.

### SOLICITATION

It is our objective to provide a comfortable work environment, which allows employees to complete their tasks with the least amount of interruptions or disruptions. Thus, our Company has established the following policy...

Nonemployees are not allowed at any time to come upon our premises for the purpose of any form of solicitation or literature distribution. This policy is to restrain third parties or strangers from soliciting or handing out materials for political, charitable or similar activities.

Employees are prohibited from distributing any form of literature or other materials in their work area. Employees are also prohibited from soliciting for any cause during their assigned working time. These prohibitions on employee solicitation and literature distribution do not apply during employees' non-working time such as lunch periods.

Non employees are not allowed to ride with an employee of Great Western Soil Conditioners, Inc. Insurance restrictions will not allow nonemployee riders in any of our equipment.

**YOUR JOB**

## NEW EMPLOYEE ORIENTATION

A designated Personnel individual interviews all prospective employees.

To orient you to your new job, your supervisor should see that:

You are given a tour of the facility and an explanation of how your job and your department fit into our Company

You receive a copy of this Employee Handbook to help you get to know Great Western Soil Conditioners, Inc., our operating philosophies and our employee policies and benefit programs.

You receive the Great Western Soil Conditioners, Inc. Fit for Work Policy, Department of Transportation Drivers/Employee Handbook, Notice to Employees of the requirements Regarding Drug and Alcohol Testing.

You are given a W-4 federal tax form to fill out.

You are introduced to your co-workers.

Your immediate supervisor or a co-worker should then explain your new job to you and give you any help necessary to get you started.

## TEAMWORK

Success can be achieved at Great Western Soil Conditioners, Inc. only if we provide a high quality service in a safe work environment at a competitive price. We believe this requires a productive work environment, the use of modern equipment and technology and most critically the employment of capable people in a flexible system based on teamwork.

Unlike traditional operations, Great Western Soil Conditioners, Inc. does not have a large number of technically defined job classifications that strictly segregate employees into many individualized separated functions. Instead, we operate on a team concept.

Under the team system, all employees work together for the overall goal of the highest quality service at a low, competitive cost. Employees are not limited to responsibility for only a small facet of operations. Everyone is expected to perform whatever work needs to be done and which they are qualified to do safely. In other words, all team members should be result-oriented, not task oriented.

We hope you will initiate the solving of problems and generate ideas for improvement. In support of this goal Great Western Soil Conditioners, Inc. will strive to maintain a work atmosphere that encourages the free flow of ideas and information about jobs and team performance, as well as open, two-way direct communication among all members.

## **GWSC Employee Handbook**

### **SAFETY PROGRAM**

Safety is a serious subject at Great Western Soil Conditioners, Inc. For your own sake we want you to work safely and to make use of all the safety devices which are provided to protect you. In the long run, safety is up to you. Your supervisor should advise you on safe work practices. Please help us by doing your part. If you see any unsafe working conditions, tell your supervisor about it.

Great Western Soil Conditioners, Inc. has a quarterly safety and information meeting which is mandatory. At that time each employee should discuss safety problems in each department and make recommendations to their supervisor. When you report unsafe working conditions you see to your supervisor, full consideration will be given to the conditions and steps will be taken to correct it.

The Company will do everything within reason to carry on a consistent and effective safety program, but its ultimate success will depend on the safety consciousness of you and your fellow employees.

### **WORKDAY**

The standard work period is 40 hours within a seven-day period. A standard workday consists of eight hours worked within 24 hours and 30 minutes for lunch or ten hours worked within 24 hours (on certain assignments). Special hours of work may be scheduled as required. Non standard workdays or workweeks may be established for certain jobs or individuals to meet special business or personal requirements. Under some circumstances we may utilize a four days on and four days off schedule. Your supervisor will keep you informed of your specific work schedule.

### **TIME REPORTING**

All employees with a commercial driver's license must record and report the number of hours worked each day on a driver's daily log. Non-commercial drivers license employees will use a company time clock. Your hours are to be submitted to your supervisor daily on the forms provided by the office. All logbooks must be completed correctly in order for the hours to be recorded and the correct pay scale paid with the weekly payroll. Hours on incomplete and/or incorrect logs will be paid at minimum wage, the log will be returned with the paycheck, to be corrected, and returned to your supervisor. The differences in rate of pay will be made up on the next paycheck, as long as the corrected logs are returned to your supervisor.

### **LOG BOOK DRIVING VIOLATIONS**

The U.S. Department of Transportation (U.S.D.O.T.) provides guidelines for our company and employees operating commercial motor vehicles. Specifically, Part 395 of the Federal Motor Carrier Safety Regulations outlines the hours of operation that a driver can safely and legally operate. Violation of these regulations can result in fines both of the company and the driver who is in violation. For your safety and the safety of others, Great Western Soil Conditioners, Inc. requires its drivers to strictly follow these guidelines. Any employee who violates Section 395.3 Maximum Driving Time will be subject to the following discipline:

## GWSC Employee Handbook

- **1st Offense:** One week suspension without pay.
- **2nd Offense:** One month suspension without pay.
- **3rd Offense:** Termination

### CUSTOMER CONTRACT VIOLATIONS

The company is contracted to King County. This contract expects the company and its employees to obey all Federal, State, County and City rules, laws and regulations. Not obeying the laws could be considered a cause for termination of the contract between The Company and King County. The contract also requires that all personnel conduct themselves in a professional manner, and that their appearance shall be neat and clean at all times. Any employee who violates the King County Contract will be subject to the following discipline:

- **1st Offense:** One week suspension without pay.
- **2nd Offense:** One month suspension without pay.
- **3rd Offense:** Termination

The King County contracts are available at Corporate Headquarters to be viewed at any time.

### PAY PROCEDURES

Our pay periods for Hourly/Per Trip employees are one week in length. Your paycheck should be available every Tuesday at 3:00 p.m. and covers the previous week from Saturday to Friday. Employees on shift work will be paid on the 2<sup>nd</sup> day following the end of the shift. These paychecks will also be available at 3:00 p.m. If you are absent for any reason on payday, you may obtain your check from the accounting manager or bookkeeping assistant when you return. A third party, provided you have given prior notice and the name of the third part is on file may pick up your paycheck. Pay checks and employee's files are locked and secured to prevent theft or access by unauthorized personnel.

In the event of termination, an estimated final paycheck will be issued not later than the next applicable payday.

All employees will have withheld from their wages amounts specified by federal and state law and are protected by Worker's Compensation, and receive other benefits prescribed by law.

### PERFORMANCE APPRAISALS

To assist the Company in retaining qualified and competent employees, you may be given a periodic performance review. This review may be in oral or written form. Probationary and annual reviews will be in written form. Your progress and performance will be assessed by your supervisor on criteria such as:

- |                  |   |
|------------------|---|
| Quality of Work  | Attendance and Punctuality                  |
| Quantity of Work | Initiative                                  |
| Job Knowledge    | Observance of Company Policies & Procedures |
| Work Rules       | Cooperation and Team work                   |



**EMPLOYEE STATUS**

For a variety of legal and operating reasons, it is necessary to define the working status of each employee. Your employment status refers to the nature of your job responsibilities, weekly work schedule, and participation in the Company benefit programs. Your supervisor can inform you of your individual status.

**Regular full-time Employee:** A nonexempt employee who works the normal working hours per week and is paid at an Hourly/Per Trip rate.

**Regular part-time Employee:** A nonexempt employee who works less than the normal working hours per week and is paid at an Hourly/Per Trip rate.

**Temporary Employee:** A nonexempt employee who is hired for only a specific period of time (normally less than 30 days) and is paid at an Hourly/Per Trip rate. Temporary employees may work full- or part-time but as a general rule are not eligible to participate in the Company's benefit programs.

**OVERTIME PAY**

It may be necessary for certain hourly employees to work longer than an eight-hour day or a 40-hour week. All hourly employees are eligible for overtime if they work in excess of 40 hours in any given workweek. Compensation for such overtime will be paid in wages computed at one and one-half times the base hourly wage rate for the number of overtime hours worked.

All overtime must be authorized in advance by your supervisor.

**ATTACHMENT OF WAGES**

You should make every effort to keep personal financial situations from involving Great Western Soil Conditioners, Inc. Normally, the Company will not help outside creditors in the collection of personal debts. Under certain legal procedures known as garnishments, levies, wage attachments, judgments, etc., the Company is required by law to withhold specified amounts from your earnings. Should such levies be received, you will be informed of the facts concerning the order.

**CONTINUED EMPLOYMENT**

We strive to produce a respected, high quality service for our customers. We also strive to provide a safe, productive and enjoyable work environment for our employees. You can help us achieve these objectives by following commonsense guidelines for work behavior. For your guidance (and by way of example only), we ask that you adhere to:

- Observation of safety regulations, rules, and instructions.
- Quality workmanship and efficient performance of duty.
- Satisfactory attendance and punctuality in report for work.

## **GWSC Employee Handbook**

- In accordance with Great Western Soil Conditioners, Inc. drug and alcohol policy: there will be no possession or use of alcohol and/or narcotics and drugs at the workplace and reporting for work under the influence of such use is prohibited.
- Proper consideration and respect will be shown for Company representatives, Company property and employee property. You are employed at your will and the will of the Company. Either party, with or without cause may terminate the employment relationship at any time.

### **PROBLEM-REVIEW PROCEDURE**

In any organization, problems or differences of opinion over work matters may occasionally arise between you and your supervisor, fellow employees or the Company in general. We encourage you to bring any problem you might have to your immediate supervisor first. If your supervisor is unable to resolve the problem to your satisfaction, we ask that you discuss it with the General Manager, who will serve as the final authority in resolving the matter.

We encourage you to bring your problems and questions to the Company's attention. Your problem will be thoroughly discussed and evaluated on its merits and necessary corrections to resolve the problem will be made. There will be no retaliation against you solely for exploring any questions or problems you might have.

### **ATTENDANCE**

Great Western Soil Conditioners, Inc. needs the combined efforts of all employees to ensure uninterrupted and efficient operations. Absenteeism and lateness often place added burdens on your fellow workers.

When you know you will be absent or late, please notify your supervisor as soon as possible before the start of your scheduled shift. If you are unable to call personally, have someone call for you. Excessive tardiness or absence may result in termination.

### **DRESS AND GROOMING**

It is important that our employees maintain appropriate standards of grooming, personal hygiene and dress during all working hours. At a minimum GWSC requires that the employee practice good personal hygiene which includes changing to a clean change of clothing everyday prior to work. All wearing apparel, personal grooming and hygiene should be such that they do not distract or create a safety hazard to yourself or your fellow employees. Also, working apparel must be appropriate for your position. Uniforms may be required for some positions. In the case of uniforms, Great Western Soil Conditioners, Inc. will provide uniforms and cleaning for those uniforms. Your supervisor will gladly answer any questions you may have about appropriate dress or grooming for your area of work. Our Company shall observe all applicable federal or state safety and health laws pertaining to dress and grooming.

## **GWSC Employee Handbook**

### **USE OF COMPANY TELEPHONES**

Company telephones are intended for company related business only. You may use them for emergency calls.

### **CELLULAR PHONE USAGE**

In an effort to offer flexibility for communication of both business and family related issues yet minimize the overall cost of company communication, Great Western Soil Conditioners, Inc. uses cellular phones in many of its vehicles.

In order to enhance communication among family members, Great Western Soil Conditioners, Inc. allows its employees to use cellular phones as a means of communication. Each employee is granted \$25.00 per month of personal cellular phone calls as a benefit. Any charges accrued in one billing period over \$25.00 that cannot be identified, as company business will be withheld from the employee's paycheck in the third week of the following month. Phone calls that are identified, as company business will include the following:

- a) Outgoing calls made to the following numbers:
  - 1) Olympia Terminal
  - 2) Seattle Terminal
  - 3) Transportation Manager's Cellular Phone/Pager, Assistant Transportation Manager's Cellular Phone/Pager (Phone Number's Available on Company Phone List).
  - 4) Transportation Manager's Home Phone, Assistant Transportation Manager's Home Phone (Phone Number's Available on Company Phone List)
- b) Incoming calls placed from Seattle/Olympia Terminals or made by Great Western Soil Conditioners, Inc. management.
- c) Other Company Business Numbers
  - 1) Green Valley
  - 2) Boulder Park (Dave Ruud)
  - 3) North Bend (Mike Kennedy)
  - 4) Other projects or sites that may be approved in the King County contract.
- d) Numbers authorized with your supervisor for special circumstances, short term projects, etc.

### **USE OF COMPANY VEHICLES**

Company vehicles may be used only by employees that are authorized and only for Company-related business. A valid driver's license is required.

### **PERSONAL TOOLS**

The Company will provide work all special tools required by Great Western Soil Conditioners, Inc. Employees will provide their own standard tools. You must first submit a personal tool inventory to the Manager. In the event of a loss or theft from Company premises, personal tools will be covered if an inventory that includes the lost or stolen tool is on file.

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### **PERSONAL STATUS CHANGES**

To ensure that your benefits and records are kept up to date, please notify your supervisor of any changes in your name, address, telephone number, marital status, number of dependents, or related information.

### **CONFIDENTIAL PERSONNEL INFORMATION**

In response to requests for personnel information from outside the Company, only a verification of your dates of employment, your job titles, and your wage or salary will normally be provided. No additional information will be released from the personnel files of past or present employees without the approval of an officer of the Company or the written permission of the employee about whom the information is requested.

### **EMPLOYMENT OF RELATIVES**

In general, the employment of relative or spouses of employees is acceptable at O'Neill & Sons Inc. We will not, however, hire or continue the employment of an individual in a particular position if this action would:

- Violate any state or federal law;
- Potentially violate the confidentiality of the Company or any of its employees;
- Create a conflict of interest or the appearance of improper influence of favor;
- Disregard a bona fide occupational qualification.

### **OUTSIDE EMPLOYMENT**

It is important not to let outside activities hinder the team effort at Great Western Soil Conditioners, Inc. If you work in a secondary job outside the company, you must be sure that such employment does not conflict or interfere with your work here. Potential conflicts include, but are not limited to: placing you in violation of Duty Hours per United States Department of Transportation rules and regulations (no more than 70 hours in eight consecutive days), poor work performance, absenteeism, tardiness or the risk of disclosing confidential information. Thus outside employment should be discussed and approved by your supervisor in writing, with subsequent approval by the General Manager. In no event are our employees permitted to also work for a customer, supplier or company otherwise associated with Great Western Soil Conditioners, Inc.

### **SEXUAL HARASSMENT**

Sexual harassment has serious consequences not only for the employees involved, but also for the entire Company. Therefore, it is against the policy of Great Western Soil Conditioners, Inc. for any officer, manager, supervisor, employee, or visitor to make unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

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- Submission to such conduct is made either explicitly or implicitly a term or a condition of employment.
- Submission to or rejection of such conduct is used as the basis for employment decisions.
- Such conduct has the purpose and effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Should you encounter such behavior, you should immediately contact Dan O'Neill who will investigate the circumstances in which the incident or incidents allegedly occurred. If your complaint is found to have merit, immediate corrective action will be taken.

### **RELIGIOUS OBSERVANCE**

We make a reasonable effort to accommodate an employee's religious practices. When an employee requests an accommodation, we will consider alternative such as:

- Voluntary substitutes
- Flexible scheduling
- Change in job assignment

Any accommodation that would create an undue hardship on the conduct of business will not be made. We will determine whether accommodations would create an undue hardship based on the particular facts in each case where accommodation is requested.

### **REDUCTION IN FORCE**

Great Western Soil Conditioners, Inc. makes an effort to provide stable employment. If a reduction in force should become appropriate due to lack of work or other reason, employees will be laid off at the discretion of the Company, with consideration given to work performance, job knowledge, attendance record, length of service, attitude and other such factors relating to overall job performance.

### **EXIT INTERVIEWS**

We feel that you are our most important asset and we are concerned about retaining talented, competent people. Employees, who leave the employment of Great Western Soil Conditioners, Inc. will usually be offered the opportunity to participate in an exit interview conducted by their immediate supervisor or the General Manager. By conducting exit interviews, we hope to gain constructive insight and ideas for the benefit of all employees.

YOUR BENEFITS

VACATION

Vacation will be granted in accordance with the following schedule:

- 1 Week paid vacation after completion of 1 year of full-time employment (Minimum of 1400 hours worked)
- 2 Weeks paid vacation after completion of 2 years full-time employment
- 3 Weeks paid vacation after completion of 6 years full-time employment
- 4 Weeks paid vacation after completion of 15 years full-time employment

All vacation time earned in a given year must be used in the following year and is not cumulative from year to year. Vacation will be based on a 40-hour workweek and will be paid at the hourly rate. Your supervisor, keeping in mind that production schedules must be met, will handle the scheduling of vacation. Employees who have been with the Company for the longest period of time will usually have the first opportunity to select vacation time, if vacation requests are submitted to your supervisor by February 28. Vacation requests after that date will be approved on the basis of whether the schedule will allow.

Employees who leave the Company for any reason with at least 12 months of continuous employment will be paid all accrued but unused vacation time upon termination unless they are terminated for dishonesty.

HOLIDAYS

Holidays are observed in compliance with Federal guidelines. All regular full-time employees are eligible for holiday pay after 90 days of employment. To receive holiday pay, you must work your normal schedule before and/or after the holiday or be on vacation those days. Holiday pay is your regular hourly rate plus one and one-half times your regular rate for all hours worked on the Holiday. No alternate day off in lieu of the worked holiday will be granted.

We enjoy eight holidays with pay:

New Year's Day  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

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### **HEALTH BENEFIT PLANS**

To protect our employees against medical and other health care related expenses, we provide a comprehensive medical and dental insurance coverage program.

All regular full-time employees are covered by these plans. The Company pays all premiums for employees for these plans. You may reimburse Great Western Soil Conditioners, Inc. if you choose to include any family members on this plan.

An employee is eligible for the Health Benefit Plans on the first day of the month following successful completion of 90 days of employment. You will be provided with booklets describing these plans in detail and enrollment forms at that time.

### **PENSION PLAN**

Great Western Soil Conditioners, Inc. provides an excellent retirement plan for regular employees. Eligibility is established after successfully completing one full year of employment with the Company. In addition, you must be at least 21 years of age.

At this time of eligibility, information will be given to you that will fully describe the plan and its benefits to you.

### **JURY AND WITNESS DUTY LEAVE**

We recognize the responsibility of every citizen to serve on jury duty when summoned and whenever personal and business circumstances permit. In these instances, we will pay the difference between your jury duty pay and your normal pay. We will pay this rate for up to 80 hours of pay per year. Your supervisor may request written evidence of jury duty. You are expected to report to work during those periods when you have no court responsibilities.

### **BEREAVEMENT LEAVE**

Great Western Soil Conditioners, Inc. grants two days off with pay to regular employees suffering a death in the immediate family if necessary to make arrangements and attend the funeral. Immediate family includes wife, husband, son, daughter, mother, father, grandmother, grandfather, sister, brother, mother- or father-in-law.

### **PERSONAL LEAVE**

We realize that occasionally situations may arise which will cause you to request time off for personal business. Your supervisor may cooperate with you by granting such time off, without pay, provided:

- 1) your reasons for wanting the time off are strong and compelling and of a nature that cannot be handled during your regular off hours or your regular days off;
- 2) the requirements of your service are such that you can conveniently be spared from your job; and

## **GWSC Employee Handbook**

- 3) your request is made far enough in advance such that your supervisor can make appropriate arrangements for the accomplishment of your work.

### **MEDICAL LEAVE/PREGNANCY DISABILITY LEAVE**

If you must leave work for medical reasons (such as pregnancy-related leaves or disability leaves), you are expected to submit a written medical leave of absence request to your manager within a reasonable period of time before the leave is to be taken. Exceptions will be made in emergency conditions. If you do not request such a leave, you will be considered to have voluntarily terminated your employment.

In general, medical leaves will not exceed 90 calendar days. However, in unusual situations, such as those involving pregnancy-related leaves, the length of the leave of absence may be based on the actual time period the person is sick or temporarily disabled. you are required to present a doctor's certificate as to the date your disability or inability to work commences and the date when you are medically able to return to work. You may be required to submit to an examination by a Company-appointed doctor to verify your request or to determine if it is advisable for a longer leave to be taken.

You should normally be reinstated to your former or an equivalent job or like status and pay and without loss of any vacation rights if you return when your disability ceases. However, unusual circumstances may arise which result in a variance for this policy. Requests for additional time off following the date that you are able to work will be considered on a case by case basis.

### **MEDICAL EXAMINATIONS**

In cases where we feel physical condition or health could pose a business concern or are in some cases required by the Department of Transportation and the W.U.T.C., we reserve the right to ask for a physical examination or statement from an individual's medical doctor that he or she can perform the job to which assigned, as a condition to either hiring or continued employment.

### **QUESTIONS**

If you have any questions about the information contained in this booklet or about any other aspect of your employment relationship with Great Western Soil Conditioners, Inc., just ask. Your supervisor will have the answer...or get one.

### **SUGGESTIONS**

Your good ideas are always welcome. Growth and success are the results of innovative thinking and we encourage your contributions. If you see a way of improving something in your area, SAY SO! Quarterly safety/information meetings for all employees brings Great Western Soil Conditioners, Inc. employees up-to-date on the progress of our company. Communication is a vital part of our overall service to each other and our customers and these meetings offer an additional communication tool.



**GREAT WESTERN SOIL CONDITIONERS, INC.**

**BIOSOLIDS AND GRIT HAUL DRIVER'S**  
**HANDBOOK**

Biosolids and Grit Haul Driver's Handbook – By Reference Only – Handbooks are located at the Great Western Soil Conditioners, Inc. corporate office in Tumwater Washington, at the Seattle Washington location and in all trucks operated for King County.

GREAT WESTERN SOIL CONDITIONERS, INC.

SUBCONTRACTOR LISTINGS

# GREAT WESTERN SOIL CONDITIONERS, INC

## SUBCONTRACTOR LISTING

Great Western Soil Conditioners, Inc. will be using the Subcontractor listing that is included in the Biosolids and Grit Haul – Driver's Handbook, pages 5-6 to 5-9. Following is a list of the Subcontractors.

Name	Office	Phone Number	Name	Office	Phone Number
<b><u>Dump Trucks/loaders</u></b>			<b><u>Tow Trucks</u></b>		
Churchill Construction	North Bend	425-888-1367	Bradley's Towing	Pasco	509-545-1574
Clark Construction	Sclah	509-697-6883	Chuck's Towing	Ritzville	509-659-1071
Codiga	Seattle	206-762-7868	Clark Towing	Issauagh	425-392-6000
Dave Parrish Co	Port Angles	360-457-6254	D & M Towing	Ellensburg	509-925-4151
DMC Trucking	Olympia	360-456-7487	Dean's Towing	Vantage	509-856-2247
Ellensburg Cement	Ellensburg	509-925-4121	Dick's Towing	Wenatchee	509-663-1623
Great Western Supply	Olympia	360-754-3722	Hiway Towing	Yakima	509-248-3831
		360-943-4923	Ken's Towing	Redmond	425-455-1200
Ground Level Construction	Yakima	509-575-1668	Lincoln Towing	Seattle	206-622-0415
Lewis Construction	Yakima	509-966-4911	P & K Towing	Richland	509-943-1736
Mahaffey Enterprises	Pasco	509-627-4593	Pete's Garage/Towing	Ritzville	509-659-0640
Mike Sheldon Trucking	Tenino	360-264-5331	Poages Towing	Olympia	360-943-1531
R & S Trucking	Wenatchee	509-884-6547	Todd Towing	North Bend	425-888-3414
Rada Excavating	Pasco	509-547-3509			
Scherer Trucking Inc.	Tacoma	360-581-0815	<b><u>Cranes</u></b>		
Schuman Excavating	Ritzville	509-659-0295	Capital City Crane	Olympia	360-491-6240
Weber Construction	North Bend	425-888-3064	Duncan Crane Service	Moses Lake	509-765-8061
			H. L. Thompson Crane	Wenatchee	509-663-7037
<b><u>Vacuum Trucks</u></b>			Hooks Crane Service	Pasco	509-547-5852
Apple Valley Pumping	Wenatchee	800-359-1417	Mobile Crane	Seattle	206-767-4767
Bishop Sanitary Service	Chelan	509-682-5155	Neil F. Lampson, Inc.	Kennewick	509-586-0411
Bob's Septic Tank Service	Yakima	509-452-9938	Ness Cranes	Seattle	206-784-1054
Brown & Jackson	Ellensburg	509-925-1564	Russel Crane Service	Yakima	509-457-6341
Cliff's Septic Tank Service	Yakima	509-248-8444	Sunnan Crane	Tacoma	253-627-8151
Howie Power-Vac	Seattle	206-783-3316			
MWC Vac	Olympia	360-491-8800			
Riddard Service	Cle Elum	509-674-2156			
Valley Septic	Yakima	509-248-6810			
Ventilation Power	Seattle	206-634-2750			
W/W Pumping Service	Wenatchee	509-663-4777			
<b><u>Water Trucks</u></b>					
Great Western Supply	Olympia	360-754-3722			
		360-943-4923			
Natural Selection Farms	Sunnyside	509-837-3501			
Segal	Tukwila	206-575-3200			

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