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400 Valley Ave NE Puyallup, WA 98372-2516

Date: March 21, 2022 (rev. 05/02/22)
To: F.O.B. Ready-Mix Customers

From: Ready-Mix Sales

RE: Batch Plant Operational Requirements

F.O.B. Ready-Mix Customers (Customer) shall comply with the following requirements at all Miles Sand & Gravel Company (Miles) facilities. Please review all points and acknowledge your understanding and acceptance by signing and returning a copy of this form. Should you have any questions, please contact your area Sales Representative or Ready-Mix Dispatch.

- 1. Complete orders (see reverse for details) must be called in to Miles dispatch, at a minimum, the night before.
- 2. Miles will determine the best facility for service. Additional orders must be called in to Miles dispatch.
- 3. Customer shall provide Miles dispatch with a detailed description of its truck fleet including truck numbers, GVW, CY capacity, driver name, etc. Customer shall timely advise Miles dispatch of any changes.
- 4. Customer trucks shall have easily readable/discernable, unique truck numbers.
- 5. Prior to batching any tickets, Customer must proceed to the batch office to let the batch plant operator know they are on-site and ready to be loaded. No Customer loads will be batched if Customer is not at the plant.
- 6. PPE (hardhats, high-vis, eye protection, proper footwear, etc.) shall be worn at all times no exceptions.
- 7. Only bring back concrete from a purchase at a Miles facility may be returned to a Miles facility.
- 8. Bring back concrete must be placed in eco block forms (if available) or ribboned out on the strip out slab.
- 9. If one (1) or more yards of concrete are returned, Customer will be charged a fee of \$65.00/CY.
- 10. Washout/cleanup on the strip out slab is strictly prohibited.
- 11. The Enviroport is to be used only for loads purchased from Miles and for drum rinse water only. Minimal water should be used when rinsing drums. Time is of the essence. When it's your turn, rinse and go. Customer will be charged a fee of \$80.00/LD.
- 12. Bring back concrete should never be dumped in the Enviroport.
- 13. Miles trucks have priority use of the strip out slab and the Enviroport. If it's busy, FOB customers should wait until there is a sufficient gap in the Miles trucks thus allowing no Miles trucks to experience a delay.
- 14. At the Pacific batch plant, while waiting for tickets during busy times, FOB customers should wait in the Miles lot located to the south of the facility.
- 15. Transferring loads of any kind/size on Miles property is strictly prohibited.
- 16. Customer shall not wash or clean trucks on Miles property. Wash products are for Miles use only.
- 17. Any persons accompanying the driver must remain in trucks/vehicles while on Miles property.
- 18. Customer is responsible for and shall reimburse Miles for all costs associated with damages or cleanup related to Customer's actions.
- 19. It is the Customers responsibility to train all drivers/employees and ensure compliance.
- 20. A premium will be charged for Saturday orders. Customer must confirm plant availability with Miles dispatch.
- 21. Customer shall provide Miles with a Certificate of Liability Insurance (per the terms and conditions noted on the reverse).
- 22. Miles agrees to batch concrete based on Customer's order. The performance of the concrete becomes the sole responsibility of the Customer at the time of batching. Customer understands that Miles provides no representations or warranties, either express or implied, of merchantability, fitness for a specific purpose, or otherwise with regards to any concrete provided hereunder. Customer hereby knowingly and intentionally releases, indemnifies, and holds Miles harmless from and against any and all claims, actions, liabilities, and costs for performance, personal injury or property damage resulting from concrete provided hereunder.
- 23. Customer must be enrolled in the Miles "Material Now" program for any orders picked up after April 1, 2022.
- 24. At the sole discretion of MILES, MILES shall have the right to adjust prices based on increases in the costs of raw materials, labor, energy, and/or other factors beyond MILES control.

I acknowledge that I have read, understand and agree to abide by the terms/conditions herein. Section 11, 21, 24 omitted per agreement on 7/23/24

Company Name

Customer Rep. (printed)

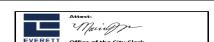
Customer Rep. (signed)

<u>Date</u> 08/02/2024

City of Everett Cassie Franklin

OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM



Complete Order Requirements

Customer being picked up under	Taxable or nontaxable
Mix, Quantity, Slump	Load sizes
Extra products	E-Ticket info/contact info
What time they are picking up the load	Visa/MasterCard if applicable
Number of the truck picking up the load	Truck legal load capacity

2028-028_Ready-Mix Memo_7.29.2024_SD

Final Audit Report 2024-08-05

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By: Ashleigh Scott (AScott@everettwa.gov)

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