



# MASTER CONCRETE SALES CONTRACT

This agreement is made and entered into this \_\_\_\_\_, by and between **HOLLIDAY ROCK CO., INC.**, DIR No. 1000035316 ("Supplier"), and \_\_\_\_\_ ("Contractor") for Bid "Project") having a DIR Project ID Number of \_\_\_\_\_. Supplier and Contractor agree as follows:

1. From time to time, Contractor may order material from Supplier. The parties agree that this Agreement, without further acknowledgement or signature, will govern and apply to all orders for material placed by Contractor.
2. **PAYMENT.** This Agreement, together with the Credit Agreement executed by Supplier and Contractor, represents the entire agreement between the parties with respect to the subject matter hereof. Payment is due per terms of the Credit Agreement.
3. **PUBLIC WORKS PROJECTS.** Contractor shall notify Supplier at the time of each order if the material is supplied for the purpose of carrying out a public works project so that Supplier may comply with the provisions of Labor Code Section 1720.9. For each order related to a public works project, Contractor shall provide the information identified on the attached form and return it to Supplier at the time of its order. Contractor shall be liable for any and all damages, costs, fines or penalties that may be incurred by Supplier as a result of Contractor's failure to notify Supplier that the material ordered is to be used at a public works project. When Assembly Bill 219 compliance is required, Supplier will submit certified payroll records electronically to the Contractor and the DIR in compliance with Assembly Bill 219. Each Certified Payroll will include: Holliday Rock Certified Payroll Reporting Form, Signed Driver's tickets, Statement of Compliance, DIR Confirmation Receipt, and DIR generated Certified Payroll Form. All other requested documentation will be deemed outside of Assembly Bill 219 and therefore considered optional at the discretion of Holliday Rock Co., Inc. Supplier reserves the right to assess a Prevailing Wage Administrative Fee to cover the costs incurred to comply with Labor Code Section 1720.9.
4. Current Prevailing Wage Administrative Fees are as follows: One time setup fee of \$2,000.00 and a per load fee of \$200.00 each.

## SUPPLIER

### HOLLIDAY ROCK CO., INC.

Name: Tom Maher  
 By: \_\_\_\_\_  
 Title: Sales Manager  
 Address: 1401 N. Benson Ave  
 Upland, CA 91786

## CONTRACTOR

### INSERT NAME

Name: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_



**IN THE EVENT CONTRACTOR ORDERS FROM HOLLIDAY ROCK CO., INC. READY MIX CONCRETE FOR DELIVERY TO A PUBLIC WORKS PROJECT OR A PROJECT OTHERWISE SUBJECT TO THE PREVAILING WAGE PROVISIONS OF AB219, CONTRACTOR MUST NOTIFY HOLLIDAY ROCK CO., INC. OF THIS FACT AND MUST PROVIDE THE FOLLOWING INFORMATION AT THE TIME OF THE ORDER:**

CONTRACTOR'S NAME: \_\_\_\_\_  
CONTRACTOR'S ADDRESS: \_\_\_\_\_  
CONTRACTOR'S CSLB LICENSE NO. \_\_\_\_\_  
CONTRACTOR'S DIR NO. \_\_\_\_\_  
AWARDING BODY (PROJECT OWNER) \_\_\_\_\_  
DIR PROJECT NAME \_\_\_\_\_  
DIR PROJECT ID NO. \_\_\_\_\_  
PAYROLL REPORTING EMAIL ADDRESS \_\_\_\_\_

**IF THE CONTRACTOR IS NOT THE PROJECT'S PRIME CONTRACTOR, PLEASE PROVIDE THE FOLLOWING:**

PRIME CONTRACTOR'S NAME \_\_\_\_\_  
PRIME CONTRACTOR'S ADDRESS \_\_\_\_\_  
PRIME CONTRACTOR'S CSLB LICENSE NO. \_\_\_\_\_  
PRIME CONTRACTOR'S DIR NO. \_\_\_\_\_

**CONTRACTOR SHALL BE LIABLE FOR ANY AND ALL DAMAGES, COSTS, FINES OR PENALTIES THAT MAY BE INCURRED BY SUPPLIER AS A RESULT OF CONTRACTOR'S FAILURE TO NOTIFY SUPPLIER THAT THE MATERIAL ORDERED IS TO BE USED AT A PUBLIC WORKS PROJECT.**