

Please send invoice to the address shown

## PURCHASE AGREEMENT

between \_\_\_\_\_  
 \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 phone/fax \_\_\_\_\_  
 \_\_\_\_\_  
 (hereinafter "Supplier")  
 and \_\_\_\_\_  
**Concrete Services**  
 Ship to: **15 Business Parkway, Suite 101**  
**Sacramento, CA 95828**  
 Contact: \_\_\_\_\_  
 phone/fax \_\_\_\_\_  
**916-388-9198**  
 \_\_\_\_\_  
 (hereinafter "Contractor")

Job Name: \_\_\_\_\_  
 Purchase Agreement Date: \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Date of General Contract: \_\_\_\_\_  
 F.O.B.: \_\_\_\_\_  
 Committed Delivery Date: \_\_\_\_\_  
 Special Terms of Payment: \_\_\_\_\_  
 Cost Code(s) & Amounts: \_\_\_\_\_ \$  
 \_\_\_\_\_ \$  
 \_\_\_\_\_ \$  
 \_\_\_\_\_ \$

## TRADE OF WORK COVERED BY THIS AGREEMENT:

Subject to the contract documents, Concrete Services Purchase Agreement conditions and the attachments noted, deliver the following materials:

- |   |   |
|---|---|
| <input type="checkbox"/> Attachment A – Insurance & Bonding Requirements Dated:         | <input type="checkbox"/> Attachment F – Project Schedule Dated:   |
| <input type="checkbox"/> Attachment B – Document, Drawing and Specification List Dated: | <input type="checkbox"/> Attachment G – Project Procedures Dated:                                       |
| <input type="checkbox"/> Attachment C – Scope of Work Dated:                            | <input type="checkbox"/> 100% Payment & Performance Bonds are required. Supplier to pay all Bond costs. |
| <input type="checkbox"/> Attachment D – Contract Recapitulation & Unit Prices Dated:    | <input type="checkbox"/>  |
| <input type="checkbox"/> Attachment E – Billing Procedures Dated:                       | <input type="checkbox"/>  |

ITEM #	QTY	DESCRIPTION	UNIT PRICE	PER	DISC	AMOUNT

If Delivery cannot be made by Committed Delivery Date, advise Contractor Immediately. Subtotal all pages: \$ \_\_\_\_\_  
 This Order is Taxable % Sales Tax: \$ \_\_\_\_\_  
 Not to Exceed Purchase Agreement Amount: \$ \_\_\_\_\_

Accepted, upon the terms and conditions above-stated:  
 \_\_\_\_\_  
 (Supplier)  
 By: \_\_\_\_\_  
 (Signature)  
 Print Name & Title: \_\_\_\_\_  
 Contractor's License No: \_\_\_\_\_  
 (State) (Number)  
 DISTRIBUTION: \_\_\_\_\_ Supplier \_\_\_\_\_ Field \_\_\_\_\_ Office \_\_\_\_\_ Accounting \_\_\_\_\_

**Concrete Services**  
 By: \_\_\_\_\_  
 (Signature)  
 Name & Title: **Shawn Barnes, Operations Manager**  
 California Contractor's License No. 801786

Continued on next page

**ALL CONDITIONS SHOWN BELOW ARE A PART OF THIS PURCHASE AGREEMENT**

SECTION 1- The Supplier agrees the Purchase Agreement, together with the plans, specifications, Invitation to Bid, Attachments listed in the Purchase Agreement, Prime Contract, and General Conditions (collectively "Contract Documents") applicable thereto, constitutes the entire agreement between the parties and may not be amended except in writing by the Contractor. Supplier further agrees that all supplies, materials, articles, and labor required for the performance of the work or the manufacture of the items ordered, whether or not mentioned in the Contract Documents, shall be furnished by the Supplier, except as otherwise specifically provided herein. No omissions in the Contract Documents shall relieve the Supplier from its obligations to perform fully all work required of it hereunder, and to deliver the materials, supplies and equipment to be furnished hereunder complete in all respects. If a conflict is discovered between different Contract Documents, Supplier agrees to provide the greatest quantity and highest quality of the most restrictive Contract Document for such item(s) that may be in conflict. Commencing performance or making deliveries or any acknowledgment of this agreement by Supplier shall constitute acceptance of the terms of this Agreement by Supplier. Contractor is to be bound only by the terms and conditions of this Purchase Agreement notwithstanding any proposals, terms or conditions accompanying Supplier's quotation or acknowledgment. The total not to exceed price specified in this agreement includes all taxes and duties of any kind levied by federal, state, municipal, or other governmental authorities, which either party is required to pay with respect to the production, sale, use or shipment of the materials covered by this agreement, and all charges for packing, loading, unloading, and shipping unless otherwise expressly stated within the terms of the agreement.

SECTION 2- Changes to this agreement will be binding on Contractor only if in writing and signed by the Contractor. Contractor, for its convenience, may by written change order make any change, including, without limitation, additions or deductions in quantities ordered, changes in the Contract Documents, changes in the time of delivery, or termination of the Supplier. Contractor may terminate or suspend at its convenience all or any portion of this agreement not shipped as of the date of termination or suspension of the agreement. In the event of any change or termination, there shall be an equitable price adjustment by Contractor. If Supplier maintains that Contractor's adjustment is not equitable, the price change shall be negotiated. However, if unit prices have been designated as to materials maintained in the normal course of Supplier's business as standard stock, such unit prices shall control all price adjustments for quantity changes. No change or termination shall relieve Contractor or Supplier of any of their obligations as to any material shipped prior to Supplier's receipt of the change, termination or suspension order. Any claim for adjustment by Supplier hereunder must be asserted in writing within ten (10) days from the date the change or termination is ordered. If the Owner shall order the Contractor to change, adjust, substitute, add to, delete from, suspend, or terminate the work included in this agreement, Supplier shall comply with Owner's order and the price or time of performance hereunder shall only be adjusted as allowed by Owner. In the event of Supplier's termination for default, Contractor may, in addition to all other rights and remedies, purchase substitute items or services elsewhere and hold Supplier liable for any and all excess costs incurred, including attorneys' fees and experts' and consultants' fees actually incurred.

SECTION 3- Time is of the essence in delivery of the items described in this Purchase Agreement. Supplier's failure to provide all items covered by this Purchase Agreement may cause the Contractor to suffer damages in the nature of an assessment of actual, consequential, and/or liquidated damages or otherwise, the cost of which shall be borne by the Supplier. The Contractor may deduct from any amounts due or to become due to the Supplier, any sum or sums owing by the Supplier to the Contractor, and in the event of any breach by the Supplier of any part of the agreement, or in the event of any lien, claim, liquidated damages, or any other liability, asserted against the Contractor, or Owner, arising out of the Supplier's performance hereunder, the Contractor shall have the right to retain out of any payments due or to become due to the Supplier an amount sufficient to completely protect the Contractor and Owner from damage resulting therefrom, until the situation has been completely eliminated or adjusted by the Supplier. Supplier shall provide satisfactory evidence of compliance with the provisions of this agreement to Contractor whenever demand is made. Supplier shall supply lien releases for their work and for the work of all of their sub-subcontractors and suppliers as requested from Contractor. If Supplier fails to perform any of its obligations hereunder, Contractor shall be entitled to all remedies provided by law. If Supplier becomes insolvent or makes an assignment for the benefit of creditors, or files or becomes subject to receivership or reorganization or bankruptcy proceedings, or becomes involved in labor difficulties, which in Contractor's opinion threaten Supplier's ability to perform in a timely manner, Contractor may, in addition to any other rights or remedies it may have hereunder or at law, terminate the purchase agreement upon written notice to Supplier; such termination shall be deemed a termination for default. Contractor's failure to notify Supplier of a rejection of nonconforming materials or to specify with particularity any defect in nonconforming materials after rejection or acceptance thereof will not bar Contractor from pursuing any remedies for breach which it may otherwise have.

SECTION 4- Supplier will provide copies of purchase agreements they have placed with sub-subcontractors and suppliers at Contractor's request so Contractor can monitor the status of such agreements. Failure to provide such documentation shall be cause for Contractor to withhold payments otherwise due to Supplier. Contractor shall have the right to inspect and test the materials at Supplier's plant anytime prior to shipment and to conduct additional inspections at any time after arrival at the job site. The making or failure to make any inspection of, or payment for or acceptance of, the materials shall not impair Contractor's right to later reject nonconforming materials, or to avail itself of any other remedy to which Contractor may be entitled, notwithstanding Contractor's knowledge of the nonconformity, its substantiality, or the ease of its discovery. Supplier shall be liable for all inspection, reshipment and return costs on nonconforming materials. Supplier shall not replace returned materials unless so directed by Contractor in writing.

SECTION 5- Title to merchandise and risk of loss (in transit or otherwise) shall be and remain in Supplier until merchandise is delivered to and accepted by Contractor. In the event Supplier and/or his agents or employees enter on Owner's property for the purpose of executing this agreement, such person shall be subject to Owner's facility rules and regulations concerning conditions of entry, scope of access and activity.

SECTION 6- The Contractor reserves the right to return any merchandise which is not as ordered, at Supplier's expense.

SECTION 7- If terms of this Agreement do not appear on, or agree with the Supplier's invoice or other documents as rendered, Supplier hereby agrees that such invoice shall be deemed to conform to this Agreement, and payment will be made accordingly. If cash discounts are not shown on the face of this Agreement, standard trade cash discounts shall apply. Merchandise shipped later than the 25th of any month will be paid for as though shipped the first of the following month. Supplier's invoice shall set forth the items delivered to the project site, the date of delivery, the unit cost and total costs of the items invoiced. Supplier's right to payment is subject to the same payment provisions enforced on Contractor by the terms of the Prime Contract. The obligation of Contractor to make any payment hereunder is subject to the express condition precedent of payment by Owner to Contractor therefor, except payment withheld by the culpable acts or omission of Contractor. Provided Supplier has complied with all of the terms of the Purchase Agreement Contractor shall pay Supplier within 10 days of Contractor's receipt of payment from Owner unless special terms of payment have been agreed to by Contractor. In the event the Owner does not make payment for reasons not arising out of Contractor's culpable acts, Supplier agrees its sole remedy shall be the enforcement of its lien rights.

SECTION 8- In the Event the Supplier fails to comply with the provisions herein and the failure is not corrected after written request by the Contractor to the Supplier, the Contractor may, without prejudice to any right or remedy, furnish or secure elsewhere the necessary material or equipment to remedy the situation at the expense of the Supplier.

SECTION 9- The Supplier shall provide and maintain Worker's Compensation Insurance as required by law. The Supplier shall also provide and maintain bodily injury liability and property damage liability insurance including but not limited to coverage for the operation, maintenance or use of automobiles and products liability insurance which will protect the Supplier from any and all claims for injuries including death suffered by persons other than the Supplier's employees and/or damage to property. The limits of liability shall not be less than \$1,000,000 per person, \$1,000,000 per occurrence for Bodily Injury Liability and not less than \$1,000,000 per occurrence for Property Damage Liability. The Supplier shall furnish the Contractor upon request satisfactory evidence that such insurance is provided and is in full force and effect before starting delivery of material. The Supplier shall, at his own expense, maintain such insurance as is necessary for his protection covering the

materials provided under this agreement, and it is understood and agreed that Contractor shall be held free and harmless from loss or damage to such property until the materials are delivered to and accepted by Contractor.

SECTION 10- The Supplier further obligates himself to the Contractor in the following respects, to wit:

(a) Supplier shall indemnify the Contractor against and save him harmless from any and all claims, suits or liabilities for infringement or violation of any patent or patent right, arising in connection with this agreement and anything done thereunder.

(b) Supplier shall indemnify the Contractor against and save him harmless from any and all claims, suits or liability for injuries to property, injuries to persons including death, and from any other claims, suits or liability whatsoever, on account of any act or omission of Supplier, or any of his officers, agents, employees or servants.

(c) Supplier shall pay for all materials or equipment furnished and labor performed under this agreement, and shall satisfy the Contractor thereupon whenever demand is made, and shall indemnify the Contractor and the Owner against and save them and the premises harmless from any and all claims, suits, or liens thereof, by other than Supplier.

(d) Supplier warrants and guarantees all materials and items furnished under this agreement to be in strict conformance with the Contract Documents and agrees to remove and replace any non-conforming items at his sole cost, including but not limited to costs of correction and re-installation and repair of adjacent or otherwise damaged work effected by such corrective work.

(e) Supplier, in addition to the obligations set forth in this agreement, assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner, as set forth in the Contract Documents herein above referred to, insofar as applicable, generally or specifically, to items furnished under this agreement.

SECTION 11- Supplier shall indemnify the Contractor and the Owner against, and save them harmless from any and all losses, damage, costs, expenses and attorney's fees suffered or incurred on account of any of the aforesaid matters.

SECTION 12- Supplier must obtain and pay for all permits, licenses, tests and official inspections necessary for performance under this agreement, and shall comply with all laws, ordinances and regulations bearing on the production and delivery thereof.

SECTION 13- The Supplier shall not assign or sublet this agreement or any part or portion thereof without the written consent of the Contractor.

SECTION 14- The Supplier agrees to be bound by and comply with all applicable Fair Employment Practices Provisions and Regulations of Federal, State or other Governmental authority having jurisdiction including the provisions of Executive Order No. 11246 of September 1965, and Title VII of the Civil Rights Act of 1964, including amendments or revisions thereof, relating to non-discrimination in employment, affirmative action in employment and any such similar provisions of the Prime Contract including MBE/WBE (or the like) requirements, if any.

SECTION 15- It is understood that the Supplier is responsible for compliance with the requirements under applicable occupational safety and health acts and any other governmental regulation.

**Contractors performing work in California are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the Board whose address is: Contractor's State License Board, 9835 Goethe Road, P.O. Box 26000, Sacramento, CA 95827. Concrete Services California Contractor's License is No. 801786**