



HAULING AND DELIVERY OF READY-MIX CONCRETE – PUBLIC WORKS

This form must be filled out in its entirety.

This Agreement made this _____ day of _____, 20____, between

Contractor _____ and Spragues' Ready Mix (Supplier)

Contractor's DIR # _____

Bonding Company _____ Bond number _____

Project Name/Awarding Body _____

Street Address and Zip Code of Public Works job _____

Description or Public Works job _____

County of Public Works job _____

DIR Project ID _____

OR

Caltrans Project ID _____

General/Prime Contractor Name _____

General/Prime Contractor Address _____

LIMITED DEFINITION OF "SUBCONTRACTOR" PURSUANT TO LABOR CODE SECTION 1720.9.

Concrete supplier is a materials supplier, not a subcontractor. Under the Labor Code, Concrete Supplier is a "subcontractor" only for the limited purpose of complying with the requirements of the California Prevailing Wage Law.



ACTIONS REQUIRED AS A “SUBCONTRACTOR” PURSUANT TO LABOR CODE SECTION 1720.9

- A. Required to register with the DIR.
- B. Required to have a written agreement.
- C. Required to pay prevailing wage.
- D. Required to provide certified payroll records and written time records.

ACTIONS NOT REQUIRED AS A “SUBCONTRACTOR” PURSUANT TO LABOR CODE SECTION 1720.9.

Under this agreement, Supplier will not comply with any subcontractor requirement except those required by the Prevailing Wage Law (Labor Code Section 1720 to 1861).

- A. Not required to obtain a contractors’ license.
- B. Not required to provide proof of compliance beyond certified payrolls and written time records. Does not apply to Caltrans projects.
- C. Supplier will not provide any of the following (does not apply to Caltrans projects):
 - Proof of fringe benefits paid to any specific plan, fund or program;
 - Employee personal information included but not limited to “personal information” as identified by the California Consumer Privacy Act.
 - Employee financial information, including 401(k) balances.
 - Benefit Deduction Authorizations of current or former employees;
 - Employee medical or health information;
 - Information regarding union requirements or programs;
 - Any other proof of compliance with Labor Code Section 1720.9 other than certified payrolls and written time records
- D. Not required to hire apprentices.
- E. Not required to submit payrolls to any online software other than the DIR’s.
- F. Not required to perform other actions generally required by “subcontractors” under California State Law.
- G. Supplier is not required to comply with Local Employment or Hiring programs. Supplier is not a subcontractor within the meaning of those programs, and therefore is not subject to them.
- H. Not subject to terms of Master Contract
Concrete supplier is not subject to any terms or agreement of a Master Contract or contract not signed by said supplier.

PAYMENT. This Agreement, together with the Credit Agreement executed by Supplier and Contractor, represents the entire agreement between parties with respect to the subject matter hereof. Payment is due per terms of the credit agreement.



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 WAS TO BE USED AT A PUBLIC WORKS PROJECT. IN NO EVENT SHALL SUPPLIER BE REQUIRED TO CREATE DOCUMENTS RETROACTIVELY, INCLUDING BUT NOT LIMITED TO CERTIFIED PAYROLLS AND WRITTEN TIME RECORDS.

Supplier reserves the right to assess Prevailing Wage Administrative Fee to cover the costs incurred to comply with Labor Code Section 1720.9

Dated: _____

Dated: _____

Contractor

Spragues’ Ready Mix

Signature

Signature

Address

Address

Contractor’s License Number