



Purchase Order

Seller: _____

 Phone: _____
 Fax: _____

Order No.: _____
OCJ Job No.: _____
 All material to meet specifications for:

Attention: _____ **Email:** _____ **Project Name:** _____
Date: _____

Material to be provided:

Item No.	Description	Est. Quantity	Unit	Unit Price
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Please sign and return both copies for our signature. A fully executed copy will be returned to you.

Approximate amount of material contract (Based on estimated quantity)

Ship to: _____
Via: _____
Deliver F.O.B.: _____
Freight terms: _____

Mail payment invoice in triplicate to: O.C. Jones & Sons, Inc.
 1520 Fourth Street, Berkeley, Ca. 94710

Delivery: Time is of the essence. Material will be delivered on demand, or no later than _____ **per project schedule**

1. PAYMENT. Specific price includes all applicable taxes, freight charge, insurance and duties of any kind. No Payment will be made without return of this agreement fully executed without revisions.

2. RISK OF LOSS, PASSAGE OF TITLE AND INDEMNIFICATION. Risk of loss and title to the goods shall remain with the Seller until Buyer takes delivery and accepts the goods. Seller shall indemnify and hold Buyer harmless from any and all losses, damages, claims, costs, or other expenses incurred as a result, or in connection with, the performance or nonperformance of this agreement; including actual attorneys' and experts' or consultations' fees incurred in good faith, except to the extent caused by Buyer's sole negligence or willful misconduct.

3. APPLICABLE LAWS. Seller's performance shall strictly conform with all federal, state or local laws applicable to its performance of this agreement; including those laws which govern the handling and disposal of hazardous waste and, if Seller is providing labor, the requirements of the Equal Opportunity Clause promulgated by the Secretary of Labor pursuant to Executive Order 11246 found in Title 41 CFR 60-1.4, the requirements of the Veterans and Handicapped Clauses found in Title 41 CFR 60-250.4 and 60-741.4 and the requirements of The Americans with Disabilities Act of 1990 which is incorporated by reference herein. This agreement shall be governed by California law.

4. REMEDIES. Buyer and Seller shall have all remedies afforded by the Uniform Commercial Code.

5. ATTORNEYS' FEES. In the event either party becomes involved in litigation or arbitration arising out of, or relating to, the performance or nonperformance of this agreement, the prevailing party shall be entitled to recover its actual attorneys' and experts' fees.

6. COMPLIANCE WITH LICENSE LAW. CONTRACTORS 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, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

7. ENTIRE AGREEMENT. This Purchase Order constitutes the entire agreement between Buyer and Seller. Seller's acceptance is limited to the terms and conditions herein. Commencing performance or making deliveries or any acknowledgment of the Agreement shall constitute an acceptance of the terms of this agreement by the Seller. Buyer is to be bound only by the terms and conditions of this Purchase Order notwithstanding any additional proposals, terms or conditions accompanying Seller's performance.

8. CONFORMANCE WITH PROJECT REQUIREMENTS. Seller acknowledges it has had an opportunity to review the Project Specifications as they relate to material supplied pursuant to this Purchase Order and Seller warrants that all materials furnished pursuant to this Purchase Order shall fully comply with the requirements of the Project Specifications.

9. TERMINATION FOR CONVENIENCE. Buyer may terminate this agreement, for any reason upon 48 hours notice, in which event, Seller will be paid (at unit price) only for material delivered to the project prior to receipt of notice, that cannot be returned to Seller in merchantable quality.

10. INSURANCE. Seller providing LABOR agrees to maintain in full force and effect insurance per the requirements as described in "Addendum A" attached to and made a part of this Purchase Order.

11. AB219 Ready-Mixed Concrete. On all public projects awarded on or after July 1, 2016, Section 1720.9 of the Labor Code (AB 219) requires that any person or entity that engages in "the hauling and delivery of ready-mixed concrete" must: (1) comply with prevailing wage laws, including payment of prevailing wages and the submission of certified payroll reports within the time stipulated in the Code; and (2) register with the Department of Industrial Relations, even if the person or entity is not a licensed contractor. Vendor agrees strictly to comply with these requirements, and Vendor's failure to comply shall constitute a material breach. In particular, and without limitation, Vendor agrees to comply with Division 2, Part 7, Chapter 1 of the California Labor Code, Section 1720 et seq.

Acknowledged and Accepted:

O. C. JONES & SONS, INC.

SELLER

By: _____
Title _____
Date _____
License No. _____

By: _____
Title _____
Date _____
License No. 759729