

Ferndale Ready Mix Concrete: Terms and Conditions, Additional Charges & Conditions of Sale

03/17

TERMS & CONDITIONS OF SALE

- Terms of payment to approved credit customers are payment in full by the 10th of the following month of delivery. In the absence of pre-approved credit, all deliveries will be COD.
- Credit Card payments are only accepted at time of delivery. Credit Card payments on account may be subject to a 3% additional processing fee.
- Lack of purchase order or job numbers do not affect the terms of sale.
- Ferndale exercises Materialman's Notices on all deliveries.
- Should legal action be necessary to collect whether or not a suit be instituted, Ferndale shall be entitled to reasonable attorney fees and costs, including appeals, bankruptcies, and post-judgment collection efforts.
- Ferndale does not guarantee on-time service for same day orders, time changes, or increased ordered quantities.
- Ferndale is not responsible for damage done to property on or beyond the curb line.
- Eight minutes per cubic yard are allowed on site to unload material. Standby time will be charged at a rate of \$110.00/hour.
- Minimum order/load size for a colored concrete order is 3 yd³.
- Will Call orders placed for 10 a.m. or before must be confirmed by 3 p.m. on the previous day of business. Will Call orders placed after 10 a.m. must be confirmed a minimum 2 hours before scheduled time. Weather related Will Call order under 100 yd³ must be confirmed a minimum of 2 hours before scheduled time. Orders of 100 or more must be confirmed a minimum 4 hours before the scheduled time.
- Confirmed orders which are cancelled within two (2) hours of scheduled time are subject to a cancellation fee of up to 100% of the order amount.
- Contractors are responsible to provide flagging for ingress/egress of trucks from public roadways as well as traffic control on the roadway in accordance with the Manual on Uniform Traffic Control Devices (WAC 468-95) and WSDOT Work Zone Traffic Control Guidelines (RCW 47.36).
- This quote is effective for all published Whatcom County and State of Washington prevailing wage rate jobs within Whatcom County. If Federal prevailing wages are required, extra charges will apply.
- Quotes are valid for 60 days from the posted date.

CHARGES

- Pricing is effective 6:00 a.m. to 5:00 p.m. Monday through Friday. Saturday mornings will incur a \$5.00/yd³ additional charge for commercial accounts, \$10.00/yd³ additional charge for COD, retail, or non-licensed contractors. After hour charges may include a \$10.00/yd³ surcharge plus a minimum \$1,000.00 batch plant fee. All after hour rates may be charged at a time and a half (\$15/yd³, \$1,500.00) during Saturday afternoon times (noon to 5 p.m.), double (\$20/yd³, \$2,000.00) for Saturday evening or Sundays, and triple (\$30/yd³, \$3,000.00) for any holiday or holiday weekend deliveries.
- The request of an onsite QC technician may be charged at a rate of \$75/Hr. during normal business. After hour charges will be additionally applied.
- Short load fees will be applied on single load deliveries less than three (3) yards for commercial accounts. All COD, retail, or non-licensed accounts will have short load fees applied on single load deliveries less than five (5) yards.
- An Environmental Fee of \$3.00/yd³ will be applied to all invoices.
- A Winter Heat[®] surcharge of \$3.00/yd³ will be applied to all orders from November 1st through March 31st.
- Fuel surcharges will be applied on all delivered materials. Fuel surcharges are based the Energy Information Administration (www.eia.gov) Ultra Low Sulfur fuel rate. Fuel surcharges are applied and increased by \$2.50/load per each \$0.25/gallon increase over \$2.50/gallon (e.g. \$2.50/gallon published price has a \$2.50/load fuel surcharge; \$3.50/gallon published price has a \$12.50/load fuel surcharge applied). Point Robert's fuel surcharge rates double.
- Concrete admixtures used to alter the mix design characteristics will be charged at the publicized rates found at www.ferndalereadymix.net.
- A \$25.00 per truckload fee will be assessed for concrete trucks returning dirty. A \$100.00 fee will be assessed for a pump truck cleaning out into the mixer truck.
- Extra delivery fees apply for Sudden Valley, Samish Island, Lummi Island, Point Roberts and points east of Glacier.

CONDITIONS OF SALE

Ferndale Ready Mix & Gravel is delivering you an unfinished product. We are not responsible for the results unless the following conditions are met:

- Sampling, making, curing, and testing of compressive and flexural strength test specimens must be done in accordance with the ASTM (American Society for Testing and Materials) standards, latest revision.
- All concrete tests will be performed only by a technician who is a currently certified ACI (American Concrete Institute) Concrete Field Testing Technician - Grade I (ACI 301-96, Section 1.6.2)
- All concrete cylinder and beam test specimens shall be initially cured on site in a temperature range between 60 to 80 degrees F for up to 48 hours after which time they shall be transported to the laboratory of record for final curing. For concrete mixtures with a specified strength of 6,000 p.s.i. or greater, the initial curing temperature shall be between 68F and 78F for the first 48 hours (ASTM C 31, Section 9.1.2). Maximum-minimum temperature shall be recorded of the initial curing process (ASTM C31).
- Compressive and flexural tests of specimens shall be done in accordance with ASTM C39 and ASTM C78. The testing agency must meet the requirements of ASTM standard E-329.
- Ferndale Ready Mix & Gravel reserves the right to observe sampling at the job site and testing at the testing agency's laboratory.
- Concrete test cylinders must be made of metal or plastic only.
- Ferndale Ready Mix & Gravel will only be responsible for physical test results of the concrete at the point of transfer from the concrete mixer truck to the concrete conveying and/or placement system.
- Reports of all test results will be sent to Ferndale Ready Mix & Gravel at the same time and in the same manner as those made to the Architect, Engineer, Owner, and Contractor (ACI 301-96, Section 1.5.2, 1.6.4.1c).
- Ferndale Ready Mix & Gravel warrants that our flatwork concrete mixes either meet or exceed all ASTM and ACI criteria for the production of flatwork ready mixed concrete.
- Ferndale Ready Mix & Gravel is not responsible for the quality or the condition of the subgrade upon which the concrete is to be placed. Subgrade must be properly engineered, well compacted (+95% compaction) and unfrozen. Subgrade must contain a uniform amount of moisture and be not more than damp before concrete placement. The subgrade shall have adequate year round drainage provided.
- All concrete must be placed only by an experienced contractor at a maximum slump of five inches (without a superplasticizer).
- The concrete flatwork contractor must follow all appropriate ACI & NRMCA (National Ready Mixed Concrete Association) criteria for the design, placement, and curing of concrete. This includes the proper use of control joints to limit the possibility of undesired cracking.
- The use of ice melting products is strictly prohibited on the concrete surface for a minimum period of one year.
- Any liquids produced by ice melting products must have an adequate drainage path away from the concrete slab area.
- Ferndale Ready Mix & Gravel is not responsible for cracking, uneven colors, or the final finish of the concrete.
- Ferndale Ready Mix & Gravel highly recommends the proper application of an approved acrylic or silane based concrete surface sealer to all flatwork concrete. This sealer shall be applied at least once and preferably twice per year.
- The contractor or property owner is responsible to provide a Washington State Department of Ecology approved washout site as specified in Chapter 7 of the Construction Stormwater Pollution Prevention Guide. Any fines imposed onto Ferndale Ready Mix & Gravel for washing out in a designated unapproved washout area will be the responsibility of the contractor or property owner.