



P.O. Box 2024, Madison MS 39130

INDEPENDENT TRUCKING REQUIREMENTS FOR CERTIFICATE OF INSURANCE AND FOR SAFETY AGREEMENT

(Revised 01/13/2021)

Minimum Insurance Requirements

Coverage:

- A.) General Liability
- B.) Automotive Liability
- C.) Workers Compensation

Limits:

- \$1,000,000 Per Occurrence
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- \$1,000,000

D.) In all circumstances, AJ Construction, INC **MUST** be named as an additional insured with a Waiver of Subrogation.

List additional insured as followed:

**AJ Construction, INC.
P.O. Box 2024
Madison, MS 39110**

E.) All Policies shall be named in "occurrence" form, and not "Claims Made" Form.

** Please be sure your trucks are listed on your insurance policy

** Your W-9 and insurance certificate must match exactly in the name (or company) that you will be driving under.

F.) All trucks hauling asphalt and aggregate must be equipped with working full coverage tarps.

Does your truck have a working full coverage tarp? YES _____ NO _____

SAFETY REQUIREMENTS AND RESPONSIBILITIES

As an independent trucking contractor for AJ Construction INC (AJ), you and your drivers (hereinafter collectively referenced as "you") are responsible for, among other things, operating and maintaining your vehicle in accordance with all applicable laws, rules, regulations, and ordinances and all of AJ's safety and environmental policies and procedures. Accordingly, you have a legal and contractual duty to thoroughly familiarize yourself with all of these standards before you begin to perform any independent contract work for AJ.

Since many of these standards are designed specifically to protect you as well as AJ employees, the public, and others, the serious importance of this duty cannot be underestimated or ignored. Therefore, it is incumbent upon you to see that you and everyone whom you hire, employ, supervise, or otherwise allow to operate a vehicle are fully aware of, and properly understand, all of the legal and contractual obligations governing your work.

In order to aid you in your compliance efforts, AJ would like to highlight some of the many safety environmental procedures that AJ requires its own employees to follow. AJ expects you to ensure that these procedures are followed during the course of performing independent contract work for AJ, as your failure to comply with them could subject you to removal from the job. You should keep in mind, however, that these procedures are not intended to encompass every conceivable situation; as a result, they should always be supplemented by your (and your drivers') own good judgment in any particular set of circumstances.

With this understanding, you should be aware that, whenever you are on AJ property, on an AJ job site, or are otherwise doing work for AJ, it is your responsibility to:

- Make sure that you establish and maintain eye contact with anyone directing you while backing. If, at any time, you lose sight of any person around your vehicle, then you should stop immediately. Do not continue backing until you have located this person and are assured that there is no one else behind your vehicle. You can never assume that a person around your vehicle has seen you or heard you, and you can never assume that anyone will get out of the way. It should be second nature for you to stop in this situation and to remain stopped until it is clearly safe to proceed.
- Make sure that there is an "observer" guiding you whenever you are backing toward any type of material transfer vehicle located on an AJ job site, such as an asphalt paver, shuttle buggy, milling machine, or shoulder widener. In such situations, a backer should be guiding you the entire time no matter how little or how far you are backing. If, at any time, a backer is not guiding you as you are backing toward a material transfer vehicle located on an AJ job site, then you should stop backing immediately.
- Make sure that all vehicles with obstructed rear views are equipped with reversal signal alarms. All such alarms must be in proper working condition, loud enough to be heard above the surrounding noise level, and otherwise in full compliance with all applicable OSHA regulations (e.g., 29 C.F.R. §1926.601), MSHA regulations (e.g., 30 C.F.R. § 56.14132), and other legal requirements. Your vehicle is not authorized to be on any job site or AJ property or otherwise hauling for AJ without such a backup alarm. Although backup alarms are meant to warn others that you are moving in reverse, they do not guarantee that everyone will see you, hear you, or get out of the way. Neither do they guarantee that all "blind spots" behind your vehicle are clear. Therefore, it is extremely important to stop and ask for assistance if you need help while backing.
- Make sure that you strictly adhere to all laws governing vehicle weights. If you notice, or even suspect, that you are, or have been, hauling overweight, then you have an affirmative duty to report it to AJ management personnel immediately for corrective measures.
- Make sure that all speed limits on job sites, quarries, and asphalt plants are obeyed. If you do not know what the speed limit is for a particular area, then find out by contacting a site foreman, operator, or other site supervisor before entering such area.
- Make sure that all lights on your vehicle are fully operational and that your headlights are on at all times. During all hours of darkness, all clearance lights, side marker lights, taillights, etc. must be illuminated and fully visible to approaching traffic.
- Make sure that a hard hat, a high visibility safety vest, work shoes, long pants, and a shirt are worn. Hard hats and high visibility safety vests are required on all job sites and AJ properties and must be worn whenever you are outside of your vehicle no matter how brief this period may be. All personal protective equipment ("PPE"), including, without limitation, hard hats and high visibility safety vests, must comply with all applicable standards (e.g. ANSI) that are mandated by any governmental agency or authority (e.g., OSHA, MSHA, DOT, etc.). Other PPE may be necessary, depending upon the project, location, or circumstance. If you are unsure as to what PPE is required, then find out by contacting a site foreman, operator, or other site supervisor before entering the area.
- Make sure that you stay with your vehicle unless it is absolutely necessary to move away from your vehicle. When you do determine that it is absolutely necessary to move away from your vehicle, double check to ensure that your vehicle is properly secured and that it is safely located. If your vehicle is in a particularly busy area, you may need to coordinate your actions with the site foreman, operator, or other site representative in charge of the operation.
- Make sure that you use extreme care when entering and exiting the work zone. Never forget that work zones are potentially dangerous places and that they should always be treated as such. Do not set yourself up for an accident by letting your guard down. No matter how much experience you have or how safe you think you are, it is imperative to always think: Safety First.
- Make sure that you do not use diesel fuel in truck beds. In addition, do not clean your beds or aprons at any area other than those areas specified for that purpose at asphalt plants or on job sites. Please note that the correct release agent for truck beds is your responsibility, unless it is supplied by AJ.
- Make sure that all vehicles with a gross vehicle weight ratio (i.e. GVWR) over 26,000 lbs. meet the safety regulations of the United States Department of Transportation.
- Make sure that you maintain constant communications with appropriate job site/quarry/plant personnel. The work you perform is potentially hazardous if you are not paying full attention to what you are doing. You cannot allow yourself to become distracted. Therefore, among other things, you should:
 - Roll down your windows so that you can hear directions.

- Do not use cell phones at all unless you are in a building, trailer, or a properly secured, safely located, and completely stopped vehicle that is not performing or waiting to perform operations.
- Use CB radios only for work related communications.
- Maintain eye contact with, and awareness of, those around your vehicle at all time.
- Make sure that you are sufficiently familiar with the area in which you are operating your vehicle by becoming aware of, among other things: overhead wires/power lines, etc. that could be struck by any part of your vehicle (e.g., raised truckbed); utilities that could be damaged by being run into or over; ground conditions that could affect the traction or stability of your vehicle; and site conditions that could obstruct your view. Always remember: When in doubt, ask for assistance.
- Make sure that tail chutes, tailgates, aprons, and taillights are clean before leaving any job site or AJ property, that no material is spilling over the sideboards or left on taillights, and that tarps are used whenever required.
- Make sure that you maintain the utmost level of professionalism and integrity at all times by treating others with respect; by refusing to participate in, or tolerate, any horseplay, by taking pride in the appearance of yourself and your vehicle; and by properly disposing of all trash.

IMPORTANT, PLEASE READ: THESE PROCEDURES ARE IN NO WAY INTENDED TO CONSTITUTE AN EXHAUSTIVE LIST, OR EVEN A SUMMARY, OF ALL THE VARIOUS LEGAL AND CONTRACTUAL RESPONSIBILITIES AND/OR DUTIES THAT YOU ASSUME; NOR DO THESE PROCEDURES REPRESENT A COMPREHENSIVE LIST OF THE MOST IMPORTANT SAFETY AND ENVIROMENTAL CONCERNS. THEREFORE, AJ STRONGLY ENCOURGES YOU TO ACTIVELY SEEK OUT AND OBTAIN WHATEVER ADDITIONAL INFORMATION AND ADVICE (INCLUDING, WITHOUT LIMITATION, LEGAL ADVICE) THAT YOU NEED TO FULLY AND STRICTLY COMPLY WITH ALL LEGAL AND CONTRACTUAL REQUIREMENTS GOVERNING YOUR WORK.

Our goal is to operate without any accidents, injuries, or environmental problems. We need your help to make this happen. Following these safety and environmental procedures will help ensure that we are all working towards this goal. Contact an AJ site supervisor with any questions.

I, _____ (print name), do hereby certify that I have thoroughly reviewed the forgoing information, that I have been provided with a complete copy of this document for my own future reference, that I have gone over this information with everyone whom I hire, employ, supervise, or otherwise allow to operate a vehicle, that I will do the same for all persons whom I hire, employ, supervise, or otherwise allow to operate a vehicle in the future, and that I will not permit any person whom I know or will ever hire, employ, supervise, or otherwise allow to operate a vehicle to perform any AJ related work until he/she has been so advised of the information contained herein and has been provided with a complete copy of these procedures.

Independent Trucking Contractor's Signature: _____

Trucking Company: _____

Date: _____

AJ Construction Inc.

RENEWABLE TRUCKING AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____ by and between AJ Construction Inc., with offices at 850 N. Bierdeman Rd. Pearl, MS 39208 (“Contractor”), and _____, a(n) _____ (Corporation/Partnership/Individual) with offices at _____, (“Hauler”):

1) Hauler agrees to furnish the required vehicles, fully maintained and operated, for the performance of all hauling and trucking operations as may be requested by Contractor during the following period of time: _____ to _____, in accordance with the provisions of this agreement and at such locations and for such prices agreed upon by the Contractor and Hauler during such period. Contractor shall have the right to renew this agreement for successive additional one year periods upon written notice of such renewal to Hauler, and upon receipt by Contractor of such documents from Hauler as may be required by this Agreement, including but not limited to Certificates of Insurance, on or before the conclusion of the period of time described in this paragraph, or any successive one year renewals, whichever comes later. If Hauler does not timely provide such required documents, this Agreement shall terminate in accordance with its terms; notwithstanding this renewal provision, Contractor shall retain any and all termination rights contained in this Agreement.

2) Hauler shall provide and maintain worker’s compensation Insurance for the protection of its officers and employees to fully protect against loss from personal injuries, including death; and shall also provide and maintain general liability, automotive public liability and property damage insurance, written by insurers acceptable to Contractor with minimum limits of \$1,000,000, combined single limit. Hauler specifically obligates itself, to the fullest extent of the law, to indemnify and protect the Contractor, its employees, officers, director, affiliates, agents, and insurers and save them harmless from any and all losses, penalties, damages, expenses, including but not limited to attorney’s fees, claims, suits, or liabilities for injuries to property or to persons, including death, and from any other claims, suits, or liabilities which arise out of or are in any way connected with any act or omission of the Hauler or any of its officers, agents, employees, or subcontractors. The indemnity obligation of the preceding sentence is in addition to, and in no way limited by Hauler’s duty to provide insurance. All of the insurance policies to be provided hereunder shall name Contractor as an additional insured, shall assume and provide for Contractor’s defense, shall serve, to indemnify and protect Contractor and save it harmless, and shall expressly provide that all rights of subrogation against the Contractor and Owner are waived. Before starting work, or at any time upon Contractor’s request, Hauler shall furnish Contractor with certificates, in a form satisfactory to Contractor, evidencing the above types of insurance coverage and that such insurance is in full force and effect. All of said certificates shall set forth on the face thereof contractual coverage as required herein, and shall state that no amendment or cancellation of any of said policies shall be effected until after thirty(30) day’s written notice to Contractor. Payment by Contractor either in whole or in part prior to receipt of such certificates shall not diminish Hauler’s duty to maintain the required insurance or to supply such certificates; further, Contractor shall not be deemed to have waived any right to indemnity hereunder by allowing Hauler to commence, perform, or complete work without having supplied such certificates.

3) Hauler specifically obligates itself to pay for all materials furnished and work and labor performed under this Agreement, and to indemnify against and hold Contractor harmless from any and all claims, suits, or liens therefor; and to obtain and pay for all permits, licenses, and inspections, made necessary by its work and to comply with all law, ordinances, and regulations, affecting its work. All funds received by Contractor arising out of Hauler’s performance, and all funds received by Hauler, shall be held in trust for the payment of labor and materials supplied in the course of Hauler’s performance, and such funds shall not become the property of Hauler nor may any portion of such funds be used by it for any purpose, until full payment is made for all such labor and materials. Hauler shall be liable to Contractor for the actual loss of or damage to the asphalt, stone, or other products carried or unloaded by Hauler pursuant to this Agreement, unless such loss or damage was caused solely by the negligent act or omission of Contractor, and agrees to reimburse for the same within 30 days of such loss or damage. If such payment is not timely made, Hauler hereby authorizes Contractor to deduct such payment from any amount due hereunder. Hauler shall indemnify against and hold Contractor harmless from any and all loss, damage, cost, expense, or attorney’s fees suffered or incurred on account of any breach of these obligations and covenants, or of any provision of this agreement.

4) Contractor and Hauler agree that Contractor has no right to control the way the Hauler does the work. Hauler specifically agrees further, all so as to fully relieve Contractor from and protect it against any and all responsibility or liability therefor: (I) that it is, or prior to the start of work hereunder will become, an independent contractor and an employing unit subject as an employer to all applicable unemployment and works’ compensation statutes so as to relieve Contractor of any responsibility or liability for treating its employees as employees of Contractor for the purpose of keeping records, making records, or payment of unemployment and workers’ compensation taxes or contributions; (II) that it will indemnify and hold Contractor harmless for any expense or liability incurred under said statutes in connection with Hauler’s employees, including a sum equal to benefits paid to those who were its employees, where such benefit payments are charged to Contractor under any merit plan or reserve account under any applicable laws; (III) that if Hauler is a natural person (i.e., not a corporation, partnership, or other legal entity), then Hauler, for himself, his heirs, administrators, personal representatives, and all other person claiming by or through him, hereby unconditionally waives, releases, and forever relinquishes any and all claims, rights or demands of any nature whatsoever against Contractor arising out of any unemployment, workers’ compensation, or other statute which could in any way arise out of Hauler’s performance of any work; (IV) that with regard to: (a) the hiring, tenure or conditions of employment of employees, their hours of work, wage rates, or payment of wages, and (b) record keeping, making of

reports, and payment, collection and/or deduction of all applicable taxes and contributions, it will keep and have available all necessary records and make all payments, reports, collections, and deductions, and otherwise do all things necessary to fully comply with all such applicable laws, ordinances, and regulations, including furnishing Contractor with satisfactory evidence thereof whenever requested to do so.

5) Hauler agrees to comply with all conditions and requirements of any prime contract that, under its terms or by operation of law, may be incorporated by references into or made to apply to this Agreement or the work to be performed hereunder. To the extent required by law or other agreement, Hauler agrees that all provisions incorporated into or made to apply to this Agreement shall be made a binding part of all subcontracts and purchase orders issued by it. Hauler agrees that if its prequalification is a condition precedent to the award of work to it, Contractor may (but it not required to) file a copy of Contractor's approved and pending prequalification statement in its name and on its behalf; and that if such statement is so filed and approved, Hauler will accept and fulfill all requirements thereof as if it were an obligation of this Agreement.

6) In the performance of this Agreement, Hauler shall, at no additional cost to contractor, comply with Contractor's safety rules and regulations, and with all applicable laws, rules, regulations, and ordinances of any nature whatsoever, including but not limited to: wage and hour, drug-free workplace, OSHA, MSHA, Motor Vehicle Safety, weight limits and environmental laws. In addition, Hauler shall not discriminate against any employee or applicant because of race, color, religion, sex, national origin, age, disability, or veteran status; and Hauler shall comply with all laws prohibiting discrimination of any kind, and to the extent required by law or other agreement, these requirements shall be included in every purchase order or other document issued by Hauler. Further, if Contractor intends to utilize Hauler's performance in order to comply with any Disadvantage Business, Minority, Woman-Owned Enterprise or similar compliance. Hauler shall indemnify and hold Contractor harmless from any and all loss, cost and expense (including, but not limited to, any fines, penalties, or other measures imposed on the Contractor), in any way arising out of failure of Hauler, or any of its officers, agents, employees, or subcontractors or other persons directly or indirectly engaged by Hauler in the performance of work hereunder, to comply with any laws, rules, regulations, or ordinances.

7) It is further agreed that where Hauler engages any subcontractor for any portion of the work hereunder, such engagement will not alter the relationship of the Hauler to the Contractor as an independent contractor and shall not establish any relationship or obligation between the Contractor and any subcontractor. Hauler will continue to be solely responsible for compliance with or performance of all obligations imposed on Hauler by this Agreement regardless of whether the Hauler, Hauler's employees or Hauler's subcontractors do such work. Should any subcontractor make any claim of any nature whatsoever against Contractor; or, as a result of any act, omission or negligence of the subcontractor, should a third party, including but not limited to any government, make any claim against Contractor, Hauler shall assume all liability for such claim and will otherwise indemnify and save harmless the Contractor from any such claims, liabilities, penalties, and fines (whether criminal or civil) judgements, outlays and expenses (including attorney's fees).

8) This contract cannot be assigned by Hauler without the written consent of Contractor.

9) Hauler shall treat as confidential, and not disclose to third parties, the terms of this Agreement or any information concerning Contractor's business (including information regarding supplies, products and customers) without in each instance obtaining Contractor's written consent.

Any damages recoverable by Contractor from Hauler shall bear interest at the annual rate of 20% or the highest rate allowed by law, whichever is lower. 1% of all payments made to Hauler during the term hereof shall represent specific consideration for the indemnify and other obligations assumed by it hereunder, and Hauler hereby acknowledges and agrees that said consideration is sufficient for the undertaking of such indemnity and other obligations. This Agreement shall not constitute an exclusive arrangement. Contractor, in its sole discretion, shall remain free to engage persons to perform hauling work including work of the same type then being performed by this Hauler. This Agreement may be terminated at any time by Contractor for any reason whatsoever. Contractor and Hauler have executed this Agreement through their authorized representatives on the date above written.

Hauler: _____

Contractor: AJ Construction Inc.

By: _____

By: _____

Title: _____

Title: _____

INDEPENDENT HAULER INFORMATION:

NAME OF HAULER: _____

COMPANY NAME: _____

CELL PHONE: _____

EMAIL: _____

AFTER ALL FORMS HAVE BEEN FILLED OUT AND RETURNED TO AJ CONSTRUCTION PLEASE SEND
A CURRENT CERTIFICATE OF INSURANCE WITH THE ABOVE REQUIRED LIMITS TO:
daniel@ajc-ms.com