



Trucking Purchase Order

To: _____

Phone: _____
Fax: _____

P.O. No.: _____
Project Name: _____
Contract No.: _____
Job No.: _____
Date: _____

Attention:

The parties to this Purchase Order are O.C. Jones & Sons, Inc., a California Corporation and _____

Broker Services: The undersigned Broker agrees to supply trucks ("Broker Services") in accordance with OCJ's schedule, and as per the following:

Item No.	Description	Est. Quantity	Unit	Unit Price
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The AB 5 Declaration - MASTER CONSTRUCTION TRUCKING SERVICES AGREEMENT is attached and made part of this agreement.

Special Conditions :

The following standard terms and conditions shall also apply:

1. Broker shall supply the number of trucks as requested and scheduled by OCJ
2. A condition precedent to Broker's beginning its services is that Broker meet OCJ's insurance requirements set forth in Addendum A, attached to and made part of this Purchase Order and acknowledge by Broker's signature below.
3. Broker shall make no claim against OCJ for extra compensation or damages unless written notice of such claim was delivered to OCJ within 48 hours of the initiation of the event which gave rise to the claim. Failure to give such written notice will constitute a waiver of Broker's right to seek extra compensation or damages from OCJ.
4. An extra charge shall be allowed for Standby Time but only for trucks whose average dump time on any one shift is more than _____minutes ("allowance per load"). If the total dump time, for any one truck during any one shift exceeds the total of the truck's per load allowance for the same shift, the excess Standby Time shall be charged at \$_____ per minute. Unless specifically directed by OCJ in writing, Standby Time shall not include (a) time traveling from, traveling to, or time spent at the plant, yard or point of load origin, (b) time spent delivering the first load of one shift, (c) one-half hour per shift for lunch time, and (d) idle time due to the breakdown of either parties' equipment.
5. **LIABILITY AND INDEMNIFICATION.** Broker assumes all risks in providing the trucking services hereunder. Broker shall be liable to OCJ and shall indemnify OCJ for any added costs, losses, damages, claims, expenses or royalties OCJ incurs as a result of, arising out of, or incurred in connection with the performance or non-performance of this Purchase Order, including the non-performance of any of the warranties expressed herein, including actual attorneys' and experts' or consultants' fees incurred in good faith, expect when arising from OCJ's sole negligence or willful misconduct.
6. **DELIVERY.** Time is of the essence for this Agreement. Should delivery of services for any reason fail to be timely, except for properly documented equipment breakdown, Broker Shall be liable for all damages suffered by OCJ as a result of such failure, including, without limitation, any liquidated damages under OCJ's Prime Contract. Failure to provide services within the scheduled time shall give OCJ the right to cancel the balance of this order without additional charge, in addition to, and not in lieu of, any other legal or equitable rights OCJ may have against Broker.
7. **COMPLIANCE.** Brokers' performance shall in all ways strictly conform with all applicable laws, regulations, safety orders, including, but not limited to, all state, federal, and local non-discrimination in employment provisions required by the Prime Contract and by OCJ's own internal safety program, and all local regulations building codes. Broker shall execute and deliver all documents as may be required to effect or evidence compliance.
8. **CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT IF FILED WITHIN THREE YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**
9. **TERMINATION.** OCJ may terminate or suspend at its convenience all or any portion of this Agreement not performed as of the date of termination or suspension of this Agreement. Broker shall receive payment for work actually performed. Broker shall not be entitled to any recovery on account of profit or unabsorbed overhead with respect to work not actually performed or on account of future work, as of the date of termination or suspension. No termination or suspension shall relieve Broker of any of its obligations as to any services performed prior to Broker's receipt of the termination or suspension order.

If Broker fails to perform any obligation under this Agreement, OCJ may terminate this order for default. In the event of a termination or default, OCJ may in addition to all other rights or remedies, purchases substitute services elsewhere and hold Broker liable for any and all excess costs incurred, including attorneys' fees and experts' and consultants' fees actually incurred.

11. **DISPUTES.** Any dispute arising out of this Agreement shall upon the demand of either party, be submitted to binding arbitration through the San Francisco office of the American Arbitration Association.
12. OCJ acknowledges that Broker may meet its obligations to OCJ under this Agreement through services procured through other entities ("Third Parties"). This Agreement creates no rights on behalf of such Third Parties, or any other party, against OCJ and Broker shall defend, indemnify and hold harmless OCJ against such claims in full in accordance with paragraph 6 above on page one of this agreement.
13. **WARRANTIES.** Broker warrants the following:

- a. The equipment procured through broker's services shall be of sound operational condition and shall comply with all of the state, local and federal laws governing its use.
- b. The drivers procured through Broker's services shall be properly licensed, experienced and qualified to operate the provided equipment.
- c. The drivers procured by Broker shall have no reported incident of using or being under the influence of alcohol or illegal drugs while performing similar services for Broker.
- d. Representations made by Broker, if any, regarding its qualifications as a minority-owned, women owned or local-owned business are true and accurate as of the date of this Purchase Order.

Acknowledge and Accept:

Approved:

Broker

O.C. Jones & Sons, Inc.

By Title

By Title

Date

Date

Contractor's License Number (if required)

Contractor's License Number (if required)

**MASTER CONSTRUCTION TRUCKING SERVICES AGREEMENT
AB 5 DECLARATION**

The Trucking Service Provider (Subcontract/ Vendor) hereby declares the following:

- 1) Subcontractor/Vendor is a legitimate business entity formed as a sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation.
- 2) Subcontractor/Vendor has a current business license for the location of its principal place of business and/ or motor carrier permit in good standing.
- 3) Upon Contractors request, Subcontractor/Vendor agrees to provide documentation in support of the business entities existence. Documentation includes, but is not limited to, articles of incorporation, partnership formation documents, fictitious business license statement, a copy of business license or motor carrier permit.
- 4) Subcontractor/Vendor is registered as a public works contractor with the Department of Industrial Relations and acknowledges that it is familiar with and capable of submitting certified payroll reports. Subcontractor/ Vendor agrees to submit certified payroll reports as requested by Contractor and required by project.
- 5) Subcontractor/Vendor employs its own truckers and utilizes its own employees to perform the construction trucking services, unless Subcontractor/ Vendor is a sole proprietorship who operates his or her own truck to perform the entire contract and holds a valid motor carrier permit issued by the Department of Motor Vehicles. If additional truckers are needed to perform the services under the Master Construction Trucking Agreement, the subcontracting conditions below shall apply.
- 6) Subcontractor/Vendor has the authority to hire and fire persons to provide or assist in providing construction trucking services.
- 7) Subcontractor/Vendor customarily provides construction trucking services.
- 8) Should Subcontractor/ Vendor enter into subcontracts for any work pursuant to this Master Construction Trucking Services Agreement it shall adhere to the below conditions and assume any and all AB 5 liability associated with the use of its subcontractors.

Subcontracting Conditions:

Subcontractor/Vendor may enter into subcontracts with other trucking firms, if necessary, to perform services under the Master Construction Trucking Services Agreement. Subcontractor/Vendor shall adhere to the following obligations if other trucking firms are utilized:

- 1) Any firm that we hire shall be either a C/S Corp or an LLC filing taxes as a S Corp
- 2) Any owner, officer, member worker, or driver must be a w-2 employee of that corporation or LLC
- 3) The business entity must maintain all applicable permits, follow all laws related to the MCP and Carb and carry all required insurances to include workers compensation. If an officer is exempt from workers compensation per California law, he or she must maintain occupational accident coverage.

- 4) Any trucking firm or owner supplied by us must maintain an active DIR #
- 5) If Subcontractor/Vendor hires a trucking firm and that firm hires subcontractors, Subcontractor/Vendor will require that the firm requires his/her subcontractors to meet all of the above.

Signature

Print Name/Title

Date