

**U.S. CONCRETE, INC.
SAFETY POLICY and PROCEDURE MANUAL**

FUNCTION	Safety
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TOPIC	Insurance/Indemnification Requirements Contractors/Contract Haulers
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OBJECTIVE(S): To ensure that U.S. Concrete, Inc. and its subsidiaries (“Company”) are protected from undue loss of revenue and/or assets resulting from damages or claims for damages, caused or made by contractors and/or contract haulers. To that end, Company has developed this policy to establish minimum insurance and indemnification requirements for contractors and contract haulers who have occasion to enter, or perform work on, company property, plants and equipment whether owned or leased.

APPLICATION: U.S. Concrete, Inc. and Subsidiaries

RESPONSIBILITY: Vice President / General Manager

(1) STATEMENT OF POLICY

No contractor or contract hauler shall be permitted to perform work on, or provide services for the Company until Company has received a true and correct copy of a Certificate of Insurance and a signed and dated Indemnification Agreement.

(2) INURANCE REQUIREMENTS

Each contractor and contract hauler shall provide the Company with a true and correct copy of a Certificate of Insurance that, at a minimum, meets the following requirements;

- a. **Workers’ Compensation Insurance as required by laws and regulations applicable to, and covering employees of the contractor engaged in the performance of the work under this Agreement with the applicable statutory limits.**
- b. **Employer’s liability insurance with a minimum limit of \$1,000,000.**

- c. **Commercial General Liability Insurance covering the premises, operations, independent contractor, fire damage, product/completed operations, and Broad Form CGL endorsement with a minimum limit of \$1,000,000.**
- d. **Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits of \$1,000,000.**

- (3) All of the insurance policies described above shall include a waiver of subrogation providing that Contractor's insurance company shall have no right of recovery against company or its subsidiaries. All insurance required herein and provided by the Contractor shall be primary coverage.
- (4) Contractor shall furnish to Company, certificates of insurance certifying that the above insurance is in full force and effect. Each certificate shall contain a provision stating that the insurer agrees to give Company at least thirty (30) days prior written notice in the event of cancellation or material change in the insurance policy. The certificate of insurance shall name the Company, and its subsidiaries.
- (5) Each Contractor shall be required to sign an agreement to furnish the aforementioned information as well as to sign an Indemnification and Hold Harmless Agreement. (see Appendices A & B)

Approved by:	CEO/US Concrete
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Effective Date:	1/1/05
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Signature:	On File Houston Office
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