



2020
ANNUAL HAULER AGREEMENT

This Agreement and Attachments set forth the agreement and understanding by and between the undersigned, Truck Owner/Hauler/Motor Carrier, hereafter referred to as “Hauler” and Pallette Stone Corporation, Jointa Lime Company, Jointa Galusha, LLC, D.A. Collins Construction Co., Inc., D.A. Collins Environmental Services, LLC, and Kubricky Construction Corp. hereafter referred to as the “D.A. Collins Companies.”

1. OWNER AND VEHICLE INFORMATION :

- I own and drive one truck I own more than one truck and drive
 I own one truck, but do not drive it I own more than one truck and do not drive
 I own more than one truck and have a co-owner

OWNER(S) INFORMATION you must include proof of all owners/ownership

Truck Owner: _____
Company Name if applicable: _____
DBA name if applicable: _____
Federal ID Number or Social Security No: _____
Mailing Address: _____

Business Telephone Number: _____
Cell Phone Number (**Must accept voice mail messages**): _____
Email address: _____

2. WAGE RATES

IT IS YOUR RESPONSIBILITY to ensure that you are paying your drivers the posted Prevailing Wage rate applicable when performing Prevailing Wage work on Public Works jobs.

3. PAYMENT TERMS

Properly completed paperwork must be submitted by the end of the next business day . Failure to submit properly completed paperwork by the next business day will result in delay of payment. See billing information section for more detailed information.

4. OTHER PROVISIONS

The Hauler shall work under the same terms and conditions imposed on the contractor by Owner/Prime Contractor. This includes all terms and conditions applicable to items in the agreement, wages, hours, and working conditions under which the contractor is required to work by reason of collective bargaining agreements and all applicable state specifications in full force and effect as they apply to the Haulers items.

Prior to any substitutions or subcontracting of any work/trucks to other subcontractors, the hauler must obtain permission from the superintendent/project manager of the D.A. Collins Companies. Failure to obtain permission will result in all assessed liquidated damages, penalties, and costs imposed on D.A. Collins Companies for such non-approved substitution to be paid by and borne by Hauler.

5. INSURANCE

1. **Workers' Compensation and Disability Insurance.** As required by State Finance Law §142 (if work located in New York State otherwise equivalent for work in any other state(s)), the Hauler shall maintain in force workers' compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of Hauler's employees. Employer's Liability with limits of \$1,000,000 per accident, disease or occupational injury. Hauler shall also maintain disability insurance as required by the Disability Benefits Law of the state in which the company is domiciled and pays payroll taxes to.
2. **Commercial General Liability Insurance.** The Hauler shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Hauler. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:
 - Coverage for contractual liability assumed by the Hauler insured under an insured contract (including the tort liability of another assumed in a business contract).
 - All insurance policies required by these specifications except workers' compensation shall be endorsed to provide coverage to the D.A. Collins Companies and project Owner with respect to any and all claims arising from the Hauler's Work under Agreement or as a result of Hauler's activities. Additional Insured Endorsements to be Primary and Non-Contributory using ISO form CG 20 10 11 85 or CG 20 38 04 13 AND CG 20 37 07 04 or the Equivalent. Any definitions of "your work" must include the Acts or Omissions of those acting on your behalf.
 - A Waiver of Subrogation shall apply on ALL POLICIES in favor of the D.A. Collins Companies and the Project Owner.
 - Where contract work will be performed by unregistered off-road equipment, Hauler shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.
 - Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.
3. **Commercial Automobile Insurance including liability and required coverage for the state in which the vehicle is registered** The Hauler shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Hauler's automobiles (including owned, hired and non-owned vehicles) on and around the project. This should be ISO form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory endorsements. Coverage shall be in an amount of not less than \$1,000,000.00 each accident. For transporters of fuel or hazardous materials, policy shall include pollution liability broadened coverage for covered autos, business auto, motor carrier and hauler's coverage through ISO form CA 99 48 12 93.

Additional Insured including Palette Stone Corporation; Jointa Lime Company; Jointa Galusha, LLC; D.A. Collins Construction Co., Inc.; D.A. Collins Environmental Services, LLC; Kubricky Construction Corp.;

and Project Owner are added to the General Liability and Auto Liability as additional insured on Primary and Non-Contributory basis and must be noted on insurance certificate and endorsements provided.

Waiver of subrogation in favor of additional insured parties for General Liability, Auto Liability and Workers' Compensation policies and must be noted on insurance certificate and endorsements provided.

Insurance company must be admitted in the state(s) in which the Work is located.

The following insurance certificate must be utilized

- Acord 25

Minimal Required Endorsements

- General Liability Additional Insured
- General Liability Waiver of Subrogation
- General Liability Primary & Non-Contributory
- Auto Liability Additional Insured
- Auto Liability Waiver of Subrogation
- Auto Liability Primary & Non-Contributory
- Auto Liability Broadened Pollution ISO form CA 9948 (if applicable)
- Workers Compensation Waiver of Subrogation

6. INDEMNIFICATION

To the fullest extent permitted by law, Hauler agrees to indemnify, protect, save harmless and defend the D.A. Collins Companies and Additional Insureds, collectively and individually (each an "Indemnitee"), against any and all liability, claims, suits, and demands which either may suffer, (except to the extent caused by a member of the D.A. Collins Companies), by reason of any act, failure, or omission of the Hauler or any of its officers, agents, employees and for every person working either directly or indirectly within the scope of this Agreement. Hauler shall indemnify and defend the D.A. Collins Companies against, and save them harmless from, any and all loss, damage, costs, expenses and reasonable attorneys' fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions of this Agreement. **This includes but is not limited to the payment by you to your drivers of any owed, required, or withheld Prevailing Wages as well as any assessed interest and/or penalties.**

The Hauler shall be responsible for obtaining all of the above types of insurance coverage's (with limits as referenced above) from their subcontractors, vendors and/or independent contractors (copies of these certificates shall be supplied to the D.A. Collins Companies). The Hauler assumes all responsibility and all liability for the work, actions and/or inactions of themselves, their employees, agents, independent contractors and anyone and everyone working and acting either directly or indirectly under the terms of this Agreement.

I, the undersigned have authority to execute this Agreement and I have received a copy of the rules and regulations, including information on the Mine Site Hazards, that I have read and reviewed this Agreement in its entirety and agree to be bound by all terms and conditions.

Hauler/Owner

Signature

Business Name and/or DBA

Print Name

Date

Title

Billing Information:

COMPLETED Trip tickets must accompany the invoices for back-up, along with certified payrolls when applicable. Drivers are to submit their weekly bills directly to the D.A. Collins Companies member company they are hauling/working for. Please note, a separate trip sheet will be required to be filled out if you are working for multiple companies on the same day.

A properly completed invoice shall include the day the work was done, tonnage and type of material, rate for each item), job name and/or customer (site). Any site work performed will be billed to the contractor in charge (unless specified otherwise). Wait/Hold time needs to be properly and accurately documented and accompanied by an authorization slip (trip ticket) signed by the in-field superintendent AND dispatcher on work paid by the ton or cubic yard. Failure to do so will result in delay of payment until a correctly completed invoice is provided.

Invoices:

Invoices with backup documentation can be mailed, faxed, or emailed to the company for whom you performed work:

Palette Stone Corporation/Jointa Galusha, LLC
c/o D.A. Collins Companies, 373 Washington Street, Saratoga Springs, NY 12866
Fax: (518) 584-0868; Email: trucking@dacollins.com

Jointa Lime Company
c/o D.A. Collins Companies, 269 Ballard Road, Wilton, NY 12831
Fax: (518) 664-9491; Email: trucking@dacollins.com

Kubricky Construction Corp.
c/o D.A. Collins Companies, 269 Ballard Road, Wilton, NY 12831
Fax: (518) 886-7872; Email: kccap@dacollins.com

D.A. Collins Construction Co., Inc. / D.A. Collins Environmental Services, LLC
c/o D.A. Collins Companies, 269 Ballard Road, Wilton, NY 12831
Fax: (518) 664-9491; Email: dacap@dacollins.com

Trip Ticket Completion

If trip tickets are incomplete, illegible or otherwise unsatisfactory, they will be returned to the Hauler and cannot be paid until properly completed and resubmitted.

Trip Tickets must include:

- Truck Owner/Motor Carrier
- Driver/Hauler full name, signature, and truck number
- Customer's Name and/or Job Location
- Date work performed
- Location truck hauled from
- Type of materials hauled
- Scale ticket
- Tonnage/Yardage hauled
- Arrival time at Quarry/Plant
- Departure time from Quarry/Plant

- Arrival time at job site
- Departure time from job site
- Pay Rate – Per hour, ton, cubic yard
- Foreman’s Initials and printed name
- Start Time/Finish Time
- Job site foreman’s signature and printed name
- Driver’s printed name and signature

GENERAL NOTICES & REQUIREMENTS

1. Worker protection of nighttime operations shall include hard hats equipped with a minimum of 12 square inches of reflective tape on all four sides (i.e. 3 square inches per side) and vests and high visibility apparel with retro-reflective stripes and piping, white or silver in color, visible for a minimum of 1000 feet in all directions under headlight illumination.
2. All vehicles and equipment shall be equipped with rotating amber beacons which shall be visible for all directions for a minimum of 1000 feet during daylight hours.
3. Vehicles operating or parked on the pavement of a closed roadway or travel lane shall display 4-way flashers or amber beacons at all times.
4. All trucks must display a minimum of 100 square inches of reflective tape on the rear. **No Pindle Hooks** will be permitted.
5. Haul trucks must display a 2 foot by 4 foot orange reflective sign with the legend “CONSTRUCTION VEHICLE – DO NOT FOLLOW.”
6. Any load that may have traces of fuel oil in the truck box or does not have a DOT approved tarp will be rejected. If for any reason the load is rejected, the hauler will be held responsible for any and all costs and disposal of the load.
7. Any truck deemed to be in non-compliance of any of the above-mentioned guidelines or any other safety guidelines as determined by the Contractor will be immediately dismissed from the job.

NOTICE---THE FOLLOWING HAZARDS & DANGEROUS CONDITIONS MAY AND/OR WILL OCCUR AT OUR MINES:

1. Heavy equipment/traffic movement is continuous on the site. Please observe and obey posted speed limits and follow established traffic patterns. Passing Haul Trucks in the quarry is strictly forbidden.
2. Hazardous road conditions- Watch out for large rocks and other debris in roadways.
3. Dust- There is a potential for dust created from crushers and blasts. It is advisable to avoid the dust or wear proper personal protective gear.
4. Noise areas are posted where noise produced exceeds 85 decibels. When working in or near these areas, you must utilize hearing protection.
5. Loading area- Potential for falling material, equipment/traffic movement.
6. Falling material from equipment/vehicles/crushers/piles/highwalls.
7. Blasting is done in designated areas only. Designated by cones and signs by the blasters to limit activity. **ONLY** authorized personnel are allowed in this area.
8. Highwalls- We scale the highwalls, but there is always the potential for loose and falling material, especially after blasts.
9. Crushing equipment and conveyors- being caught in, caught between, falls, struck by or contacted by any of our crushing equipment, conveyors, including material coming off the conveyors.
10. Equipment fueling areas for diesel fuel and gasoline. **THERE IS ABSOLUTELY NO SMOKING IN THESE POSTED AREAS.**
11. Overhead wires are marked. Please observe.

HEALTH AND SAFETY STANDARDS TO BE FOLLOWED:

1. Seat belts will be worn at all times.
2. Drivers are required to wear hard hats, safety glasses, safety vests, long pants and sturdy boots at all times when outside of their vehicle.
3. Our loaders are radio dispatched. They may be reached on channel 19.
4. Please use caution backing up. If you need a spotter, ask. Trucks must have a backup alarm in operable condition. Make sure you have a clear view.
5. When arriving at a mine or quarry, if you have had no direction, please stop at the scale house, see the scale clerk and sign in so you can be directed to the proper loading area.
6. No truck or vehicle will be loaded unless the driver is in the vehicle.
7. Please remain with and in your vehicle at all times unless it is an emergency.
8. Drugs, alcohol, and weapons are strictly prohibited on our premises.
9. Horseplay and/or recklessness will not be tolerated.
10. Pay attention to all warning devices and signs and signals.
11. Heavy equipment vehicles and loaded trucks have the right-of-way on site or in our quarries.
12. Fall Protection will be used in areas that pose a 6 foot fall or greater. This includes a full body harness and two lanyards.
13. Stay out of restricted areas unless accompanied by an authorized person.
14. No smoking near fueling areas.
15. All rules and regulations will be followed.
16. Please be aware of your surroundings, equipment and especially people at all times.
17. You are subjected to personal OSHA/MSHA fines for not following guidelines.

MOTOR CARRIER SAFETY REGULATIONS

All Haulers and their employees are obligated to perform in accordance with all applicable terms, provisions, laws, regulations including the motor carrier safety regulations of the state(s) in which they perform work.

STATEMENT OF HAULER RESPONSIBILITY

Statistics show that qualified and dependable drivers have fewer accidents, and although it may not be measurable in dollars and cents, there is value generated by such drivers in safer working environments, better customer relations and other intangibles.

To ensure acknowledgement and your agreement to abide by these requirements, please read each responsibility then sign and date at the bottom.

- I am responsible for the safe operation of the truck I drive. Safety is paramount at all times and must never be compromised.
- I am responsible for the safe and legal loading of the truck I drive.
- I am aware that full observance of state, federal, local laws and rules is the sole responsibility of the driver and I agree that all drivers will abide by these laws.
- I am responsible for knowing the limits of the truck I drive. This includes the height of the box when elevated and its proximity to overhead lines or obstructions.
- I will abide by the rules and regulations in the state(s) that I am working, following all DOT and Thruway job requirements as applicable and any other restricted jobs that require strict adherence to safety guidelines. I am required to know the rules and abide by such rules in all cases. **If I am not fully knowledgeable of the rules that apply to a certain job, I will ask.**

- I am aware that dynamic obstacles (traffic, traffic signals, road, and site conditions) are constantly encountered and could disrupt the flow of traffic. All of these obstacles, when not encountered by an alert driver at a safe speed, could prove harmful to the driver and others in the area. **Please Stay Alert!**
- It is very important that a positive and polite attitude is maintained toward the people in these communities through safe and courteous driving practices.
- I am aware that a hard hat must be worn when outside of the truck and while at the plant or quarry area, and while on the job I will wear a hard hat and ANSI Class II safety vest anytime I am outside of the cab.
- I will not carry or have in my or my driver's possession any contraband, firearms, and/or any type of weapons while working under this Agreement.
- I will not wear shorts and/or cut off tee shirts at any time when working under this Agreement.
- I am aware that all loads must be tarped and spreader plates must be cleaned before leaving the yard. Asphalt loads must be tarped with straps and pulled over the sides.
- I am aware that lubricating and cleaning truck bodies with any solution other than those approved by DOT and EPA standards is prohibited. **(No Fuel Oil!)**
- I am aware that my vehicle may not be left unattended on the job site.
- I understand that maintenance of my truck shall not be completed on a D.A. Collins Company controlled site. I acknowledge my responsibility to mitigate/abate any spills of material or lubricants caused by misuse or improper maintenance.
- I understand that if any of the above regulations are not followed that I may be denied access to the quarry or project site.

Hauler/Owner

Signature

Business Name and/or DBA

Print Name

Date

Title