

2022 HAULING AGREEMENT

Materials Group/Shop

This HAULING AGREEMENT (“**Agreement**”) is made between and among the DA Collins Companies Materials Group (Jointa Galusha, LLC, Jointa Lime Company, Palette Stone Corporation) and the Shop (collectively, “**Company**”) and the undersigned (“**Carrier**”). In consideration of the mutual promises, covenants, benefits, and obligations set forth in this Agreement the parties agree as follows:

1. OWNER AND VEHICLE INFORMATION:

Place an “X” on the line that applies to you as owner & vehicle information below:

- 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 _____

Is your business certified? Check all applicable: WBE ___ MBE ___ DBE ___ VOB ___ SDVOB ___

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 Number: _____
- Mailing Address: _____
- Business Telephone Number: _____
- Cell Phone Number (**Must Accept Voice Mail Messages**): _____
- Email Address: _____
- Billing Contact Name:** _____ **Phone:** _____ **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. The Prevailing Wage Schedule, including the Prevailing Wage Rates and Prevailing Hourly Supplements, for Public Work-specific projects, will be EMAILED to you with additional hauling documents, to ensure the correct labor rates are being paid. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) of applicable specific projects. Please submit the Subcontractor Affidavit Labor Law form (AC2948), alongside your other required signed paperwork.

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 Carrier 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 as required by applicable collective bargaining agreements and any state specifications as they apply to the Carrier items.

Prior to any substitutions or subcontracting of any work/trucks to other subcontractors, the carrier must obtain permission from the Superintendent/Project Manager of the Company. Failure to obtain permission will result in all assessed liquidated damages, penalties, and costs imposed on Company for such non-approved substitution to be paid by and borne by Carrier.

5. INDEMNIFICATION:

To the fullest extent permitted by law, Carrier agrees to indemnify, protect, save harmless, and defend the Company and Additional Insureds, collectively and individually (each an “Indemnitee”), against any and all liabilities, claims, suits, and demands which either may suffer by reason of any act, failure, or omission of the Carrier or any of its officers, agents, employees, and for every person working either directly or indirectly within the scope of this Agreement. Carrier shall indemnify and defend the Company against, and save them harmless from, any and all

losses, damages, 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.

6. BILLING INFORMATION:

COMPLETED Trip Tickets must accompany the invoices for back-up, along with Certified Payrolls Reports when applicable. Drivers are to submit their weekly bills directly to the Company member company, in which they are hauling/working for. Please note, a separate Trip Ticket 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). Hold/Wait 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.

7. INVOICES:

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

Jointa Galusha, LLC
269 Ballard Road
Wilton, NY 12831
Fax: (518) 886 – 7872
Email: trucking@dacollins.com

Jointa Lime Company
269 Ballard Road
Wilton, NY 12831
Fax: (518) 886 - 7872
Email: trucking@dacollins.com

Pallette Stone Corporation
269 Ballard Road
Wilton, NY 12831
Fax: (518) 886 – 7872
Email: trucking@dacollins.com

Shop
269 Ballard Road
Wilton, NY 12831
Fax: (518) 583-9915
Email: nvaughn@dacollins.com

8. TRIP TICKET COMPLETION:

If Trip Tickets are incomplete, illegible, or otherwise unsatisfactory, they will be returned to the Carrier and will not be processed for payment until properly completed and resubmitted.

Trip Tickets **must** include the following information:

- Truck Owner/Motor Carrier
- Driver/Carrier Full Name, Signature, and Truck Number
- Customer's Name and/or Job Location
- Date Work Performed
- Location the Truck Hauled from
- Type of Materials Hauled
- Scale Ticket
- Tonnage/Yardage Hauled
- Arrival Time at Quarry/Plant/Shop
- Departure Time from Quarry/Plant/Shop
- Arrival Time at Job Site
- Departure Time from Job Site
- Pay Rate - per hour, ton, cubic yard
- Foreperson's Initials and Printed Name
- Start Time/Finish Time
- Job Site Foreperson's Signature and Printed Name
- Driver's Signature and Printed Name

9. INSURANCE CERTIFICATES:

A) 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 Carrier shall maintain in force Workers' Compensation insurance, upon forms required by or acceptable to the Workers Compensation Board for all of Carrier's employees. Employer's Liability with limits of \$1,000,000 per

accident, disease, or occupational injury. Carrier 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.

B) Commercial General Liability Insurance. The Carrier 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 Carrier. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing at least as broad as 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 Carrier 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 Company and project Owner with respect to any and all claims arising from the Carrier's Work under Agreement or as a result of Carrier'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 Company and the Project Owner.
- Where contract work will be performed by unregistered off-road equipment, Carrier 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.

C) Commercial Automobile Insurance including liability and required coverage for the state in which the vehicle is registered. The Carrier 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 Carrier's automobiles (including owned, hired, and non-owned vehicles), on and around the project site. This should be ISO form CA 00 01 10 01, CA 00 01 01 87, or a policy form providing at least as broad as 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 carriers, and carrier's coverage through ISO form CA 99 48 12 93.

D) Umbrella or Excess Liability Insurance. The Subcontractor shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and 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 Subcontractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing at least as broad as coverage. In the event that umbrella coverage is unavailable, at least as broad as excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than \$5,000,000.00 per occurrence/aggregate.

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.; are added to the General Liability and Auto Liability as additional insured on Primary & Non-Contributory basis and must be noted on Insurance Certificate(s) and Endorsement(s) provided.

Waiver of subrogation in favor of additional insured parties for General Liability, Auto Liability, and Workers' Compensation policies, must be noted on Insurance Certificate(s) and Endorsement(s) provided.

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

Notes

ADMINISTRATIVE:

- Carrier shall provide a list of proposed trucks including the truck designation, driver name, ownership, license, and cell phone number.
- Carrier shall provide the agreed upon number of trucks daily, unless notified the prior day.
- The Contractor is to give 2-1/2 hours' notice prior to the scheduled start, if cancelling work for the day.
- Carrier will not be paid the minimum due to highway closures beyond the Contractor's control.
- Carrier will not be paid for unauthorized stoppages or meal breaks.
- Carrier shall not take breaks with asphalt loads on. Any rejected loads due to unauthorized stoppages, will be at the Carrier's expense.
- Company Truck Tickets must be filled out for each truck every day. The Foreperson or Plant Operator must sign out each truck at the end of the shift, allowing reasonable time to return to leave the project. The Trip Tickets must be completed as shown on the Trip Ticket Template, emailed to you. Unsatisfactory tickets will not be accepted and will delay payment.
- Payment terms are NET 14 days.
-

IF APPLICABLE:

1. Certified Payrolls must be completed properly and submitted with the invoices.
2. All drivers must be on the Certified Payrolls (unless they are Owner-Operators).
3. If they are Owner-Operators, they must provide proof as such and invoice directly.
4. Our projects do not have Project Labor Agreements, but portions are subject to Prevailing Wages. Only the hours subject to Prevailing Wages need to be reported on Certified Payrolls. If the project or portions of the project are subject to Prevailing Wages, the Subcontractor Affidavit Labor Law form (AC2948), must be submitted as well.

SAFETY:

- Carrier shall meet all OSHA, ANSI, and MSHA standards, including fall protection when covering and uncovering loads.
- Worker protection during any nighttime operations, shall include the appropriate PPE when exiting their trucks (Hard hats with a 1" x 3" reflective strip on each side, Class III Vests, high visibility apparel with retro-reflective stripes and piping, white or silver in color, visible for a minimum of 1,000 feet in all directions under headlight illumination, safety glasses, long pants, and leather work boots.)
- Carriers are to use access racks at the plant to apply release agent and tie-down tarps. Carriers will release tie-downs with hooks. No climbing on truck bodies is permitted, as this is an OSHA violation.
- Carriers shall only use approved release agent. This agent will be provided at the plant, and available to fill spray bottles to apply on the job. The use of diesel fuel as a release agent will be cause for immediate dismissal without payment.
- All trucks must have the proper tarps with tie-downs, tail gate signs, amber beacons, and reflective sheeting (*All trucks with a GVWR greater than 10,000 lbs. shall display a minimum 2-inch-wide band of reflective sheeting on the front, rear, and each side. The sheeting need not be continuous, but the sum of the length of these segments shall be at least one-half the length of the body or trailer. The center line of the sheeting shall be between 15 inches and 60 inches above the ground. All other construction equipment shall display a minimum 2-inch-wide band of reflective sheeting on the front and rear (100 square inches per end minimum), as practicable. Reflective markings on construction vehicles and equipment shall conform to §730-05 Reflective Sheeting ASTM Type III, Type VII, or Type IX.*)
- All vehicles and equipment shall be equipped with rotating amber beacons, which shall be visible for all directions for a minimum of 1,000 feet during daylight hours.

- Vehicles operating or parked on the pavement of a closed roadway or travel lane shall display 4-way flasher or amber beacons at all times.
- All trucks must display a minimum of 100 square inches of reflective tape on the rear. No Spindle Hooks will be permitted.
- Haul trucks must display a 2-foot by 4-foot orange reflective sign with the legend “CONSTRUCTION VEHICLE - DO NOT FOLLOW.”
- 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 Carrier will be held responsible for any and all costs and disposal of the load.
- 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:

- Heavy Equipment/Traffic Movement - 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.
- Hazardous Road Conditions - Watch out for large rocks and other debris within the roadways.
- Dust - There is a potential for dust created from blasts and crushers. It is advisable to avoid the dust or wear proper personal protective gear.
- Noise - Areas are posted where noise produced, exceeds 85 decibels. When working in or near these areas, you must utilize hearing protection.
- Loading Area & Falling Material - There is potential for falling material and constant equipment/traffic movement within designated loading areas. Falling material may occur from equipment/vehicles/crushers/piles/highwalls.
- Blasting - Blasting is done in designated areas only. These areas are designated by cones, signs, and by the blasters to limit activity. ONLY Authorized Personnel are allowed in this area.
- Highwalls - Highwalls are scaled, but there is always the potential for loose and falling material, especially after blasts.
- Crushing Equipment and Conveyors - Being caught in, caught between, struck by, or contacted by any of our crushing equipment, conveyors, including material coming off the conveyors.
- Equipment Fueling Areas - Areas posted for equipment fueling are for diesel fuel and gasoline. **THERE IS ABSOLUTELY NO SMOKING IN THESE POSTED AREAS.**
- Overhead wires - Wires overhead are marked. Please observe carefully.

HEALTH AND SAFETY STANDARDS TO BE FOLLOWED:

- Seat belts **must** be worn at all times.
- Drivers are required to wear hard hats, safety glasses, safety vests, long pants, and sturdy boots at all times, when outside of their vehicle.
- Our loaders are radio dispatched. They may be reached on Channel 19.
- Please use caution when backing up. If you need a spotter, ask. Trucks must have a backup alarm in operable condition. Make sure you have a clear view.
- 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.
- No truck or vehicle will be loaded unless the driver is in the vehicle.
- Please remain with and in your vehicle, at all times, unless it is an emergency.
- Drugs, alcohol, and weapons are **strictly prohibited** on any of our premises.
- Horseplay and/or recklessness will not be tolerated.
- Pay attention to all warning devices and signs, and signals.
- Heavy equipment vehicles and loaded trucks have the right-of-way on site or in our quarries. Fall Protection will be used in areas that pose a 6-foot fall or greater. This includes a full body harness and two lanyards.
- Stay out of restricted areas, unless accompanied by an Authorized Person.
- No smoking near fueling areas.
- Please be aware of your surroundings, equipment, and especially people at all times.
- You are subjected to personal OSHA/MSHA fines if guidelines are not followed.
- All rules and regulations will be followed.
-

MOTOR CARRIER SAFETY REGULATIONS:

All Carriers and their employees are obligated to perform in accordance with all applicable terms, provisions, laws, and regulations, including the Motor Carrier Safety Regulations of the state(s) in which they perform work.

- 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 alcohol, contraband, drugs, 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 strictly prohibited. (NO FUEL OIL)
- I am aware that my vehicle may not be left unattended on any job site.
- I understand that maintenance of my truck shall not be completed on a 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.

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. I have thoroughly read and reviewed this Agreement in its entirety and agree to be bound by all terms and conditions thereafter.

Carrier/Owner

Business Name and/or DBA

Date

Signature

Print Name

Title