

D.A. COLLINS COMPANIES

2025 Master Hauling Agreement and Required Documentation

Please review, complete, and return the following documents to contracts@dacollinscompanies.com by **March 31, 2025**.

The Agreement and all required documents **must be submitted**, in order to be considered to work.

- ☐ Annual Master Hauling Agreement (Code of Ethics included within)
- ☐ Certificates of Insurance (s) & Corresponding Endorsements / Policy Pages
- ☐ Trucking Firm Documents:
 - *If your Firm's information has changed from last season, we are requesting the following required trucking documentation to be submitted:
 - ☐ Completed W-9 (signed & dated)
 - ☐ Proof of Ownership / Proof of Business
 - ☐ Proof of Business Certification (if applicable)

****If your Firm is working on any prevailing wage/public work covered project (NYS applicable), please note that your Firm will be required to submit the following required trucking documentation:**

- ☐ Copy of Driver's License (s)
- ☐ Copy of Truck Registration (s)
- ☐ Copy of Divisible Load Permit (s)
- ☐ NYS DOL Public Work Registry Certification (Labor Law §220-i)

All subcontractors subject to prevailing wages requirements are required to register with the NYS Department of Labor and pay the required registration fee prior to commencing any work on any prevailing wage/public work covered project.

- ☐ OSHA 10-Hour Cards for Construction (as applicable) for each driver

Trucking Firm must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the Contracting Agency and on each succeeding payroll, where any new or additional first employee is listed.

Also included, per your convenience are:

- Sample Insurance Certificate – ACORD 25
- Blank Trip Ticket
- Sample Trip Ticket
- Blank Certified Payroll Form
- Certified Payroll Instructions
- Certified Payroll Samples

Additional paperwork will be *REQUIRED* for public works projects. Project-Specific Hauling Agreements for Services, project forms, and additional insurance requirements will be emailed separately, as needed.

Please Remember: Completed Trip Tickets must be submitted by the end of each business day. **Trip Tickets and Certified Payroll (when applicable) must accompany invoices for back up.** Separate Trip Tickets should be filled out if you are working for multiple companies on the same day. *Hold/Wait time needs to be accurately & properly documented and accompanied by a Trip Ticket, signed by the in-field superintendent AND dispatcher.*

Regarding the billing procedures, if the end of the month falls during the week, be sure to separate the week into the prior month's invoice and the next month's invoice. *For example, if your Firm performs work the last week of January (January 27th, 2025), please include any work performed on Monday (1/27); Tuesday (1/28); Wednesday (1/29), Thursday (1/30), Friday (1/31) into the January invoice and any work performed on Saturday (2/1); Sunday (2/2) into the February invoice.*

Invoices with backup documentation should be submitted weekly. They can be mailed or emailed to the company you performed the work for. The Hauling Agreement lists the appropriate contact information for billing.

Lastly, if your Master Hauling Agreement and/or your Project-Specific Hauling Agreement for Services and required forms are not sent in, **you will not be authorized to work**, and any invoices will be placed on hold and will not be processed until ALL documentation is properly submitted.

If you have any questions and/or concerns, please reach out to trucking@dacollinscompanies.com OR contracts@dacollinscompanies.com

Thank you,

D.A. Collins Companies

2025 ANNUAL MASTER HAULING AGREEMENT

This HAULING AGREEMENT (“**Agreement**”) is made between and among the D.A. Collins Companies (“**Company**”) (D.A. Collins Construction Co., Inc., D.A. Collins Environmental Services, LLC, Infinity Aggregates, LLC, Jointa Galusha, LLC, Jointa Lime Company, Kubricky Construction Corp., Kubricky-Jointa Lime, LLC, and Palette Stone Corp.) and the undersigned (“**Trucking Firm**”). 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:

- A) Place an “X” on the line that applies to you as owner & vehicle information:
- a. I own and drive one truck _____
 - b. I own more than one truck and drive _____
 - c. I own more than one truck with employees _____
 - d. I own one truck, but do not drive it _____
 - e. I own more than one truck and do not drive _____
 - f. I own more than one truck and have a co-owner _____
- B) How many trucks are you supplying to our company? _____
- C) Place an “X” on the lines that apply to you as a business certification:
- a. Disadvantaged Business Enterprise (DBE) _____
 - b. Minority Business Enterprise (MBE) _____
 - c. Women-Owned Business Enterprise (WBE) _____
 - d. Veteran-Owned Business Enterprise (VOB) _____
 - e. Service-Disabled Veteran-Owned Business Enterprise (SDVOB) _____
- D) Place an “X” on the line that applies to you as a business (Information listed within this section needs to match documents supplied):
- a. Individual/Sole Proprietor or Single-Member LLC _____
 - b. Corporation _____
 - c. Partnership _____
 - d. Limited Liability Company _____

OWNER(S) INFORMATION: you must include proof of **all** owners/ownership
(Information listed within this section needs to match the proof of ownership/business document supplied)

Truck Owner: _____

Company Name, if applicable: _____

DBA Name, if applicable: _____

Federal ID Number or Social Security Number: _____

Business Mailing Address: _____

Business Telephone Number: _____

Cell Phone Number (Must Accept Voice Mail Messages): _____

Email Address: _____

Billing Contact Name: _____

Billing Contact Phone: _____

Billing Contact 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, 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 Trucking Firm 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 Trucking Firm items.

Work shall not be assigned by a trucking broker or by a Trucking Firm to a lower tier trucking firm.

5. PERMITS AND LICENSES:

Trucking Firm shall pay all licenses, permits, and similar fees as they may relate to the material or equipment, and shall indemnify the Company and Additional Insureds against, and shall hold them harmless from, any and all losses, expenses, and damages, including reasonable attorneys' fees, incurred in connection with or as the result of any and all claims or litigation arising out of infringement or alleged infringement of any letters patent or any patent rights, relating to items delivered or work performed in connection with this Agreement.

Trucking Firm shall obtain all licenses, registrations, and necessary permits as they may relate to the material or equipment. **It is the Trucking Firm's responsibility to ensure** that all necessary licenses, registrations, and permits are in place and current during the time period of their work on any of the D.A. Collins Companies' premises and/or projects. This includes, but is not limited to: drivers licenses, registrations, permits, business certifications, etc. **If at any time it is found that any of the Trucking Firm's licenses, registrations, permits, etc. have lapsed, Trucking Firm will not be permitted to continue work, until valid proof is obtained.**

6. INDEMNIFICATION:

To the fullest extent permitted by law, Trucking Firm shall defend, indemnify and hold Company, its officers, partners, shareholders, affiliates, employees, agents, insurers, sureties, successors and assigns, and any Additional Insured (hereinafter collectively "Indemnities") harmless from any and all liabilities, claims, suits, losses, expenses, (including reasonable attorneys' fees) fines and remedial or clean-up costs arising out of or related to: (i) claims for breach of this Agreement; or (ii) claims for damages for bodily injury, sickness, disease, or death; or (iii) negligent act, omission, breach of statutory duty or obligation, on the part of Trucking Firm any of its officers, agents, employees, and for every person working either directly or indirectly within the scope of this Agreement; or (iv) claims for, or damages to, or the loss of use of, tangible property, of any nature whatsoever; any of which arise out of or are connected with, or are claimed to arise out of or be connected with, the Trucking Firm's work, or any accident or occurrence involving Trucking Firm. This includes but is not limited to the payment by you to your drivers of any required Prevailing Wages, DOL 220-i registry violations, certified payroll reports, as well as any withheld amounts, interest and/or penalties that may be assessed against or withheld from Company on your behalf. This indemnity does not extend to that part of any claims, damages, loss, liability or expenses arising from the negligent acts or omissions of the Company. Trucking Firm agrees to purchase and maintain such insurance as will protect it and Company, including contractual coverage.

7. BILLING INFORMATION:

COMPLETED Trip Tickets must accompany the invoices for back-up, along with Certified Payroll Reports and OSHA 10-Hour Cards for each driver, when applicable. Certified Payroll Reports may be submitted electronically, but hard copies *MUST* also be provided. Drivers are to submit their weekly bills directly to the 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 sitework 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. Failure to do so will result in delay of payment until a correctly completed invoice is provided.

All efforts will be made to process invoices in a timely manner. To avoid delays, please ensure all paperwork is accurate, complete, & up to date prior to submission.

8. INVOICES:

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

D.A. Collins Construction Co., Inc.
269 Ballard Road
Wilton, NY 12831
Email: DACTrucking@dacollinscompanies.com

D.A. Collins Environmental Services, LLC
269 Ballard Road
Wilton, NY 12831
Email: DACTrucking@dacollinscompanies.com

Jointa Galusha, LLC
269 Ballard Road
Wilton, NY 12831
Email: trucking@dacollinscompanies.com

Jointa Lime Company
269 Ballard Road
Wilton, NY 12831
Email: trucking@dacollinscompanies.com

Infinity Aggregates, LLC
269 Ballard Road
Wilton, NY 12831
Email: trucking@dacollinscompanies.com

Kubricky Construction Corp.
238 Bay Road
Queensbury, NY 12804
Email: KCCTrucking@kubricky.com

Kubricky-Jointa Lime, LLC
269 Ballard Road
Wilton, NY 12831
Email: KCCTrucking@dacollinscompanies.com

Pallette Stone Corp.
269 Ballard Road
Wilton, NY 12831
Email: trucking@dacollinscompanies.com

9. TRIP TICKET COMPLETION:

If Trip Tickets are *incomplete, illegible, or otherwise unsatisfactory*, they will be returned to the Trucking Firm. Invoices will not be processed unless Trip Tickets are signed and fully completed.

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

- a. **Trucking Firm Name**
- b. **Driver's Full Name (Legal Names Only) and Truck Number**
- c. **Job Name and/or Job Location**
- d. **Date Work Performed (MM/DD/YYYY)**
- e. **Location the Truck Hauled from**
- f. **Type of Materials Hauled**
- g. **Scale Ticket / Slip Ticket #**
- h. **Tonnage / Yardage Hauled**
- i. **Arrival Time at Quarry/Plant/Shop**
- j. **Departure Time from Quarry/Plant/Shop**
- k. **Arrival Time at Job Site**
- l. **Departure Time from Job Site**
- m. **Notes**
- n. **Start Time/Finish Time**
- o. **Job Site Foreperson's Signature and Printed Name**
- p. **Driver's Signature and Printed Name**

Trip Tickets:

WHITE COPY – Give to the project foreperson/supervisor who has signed you out for the day

YELLOW COPY – Attach to your invoice and submit for payment

PINK COPY – Keep for your records

10. INSURANCE CERTIFICATES:

Evidence of Insurance – **Prior to commencing any Trucking Services, the Trucking Firm shall furnish certificates of insurance, executed by an authorized representative, setting out compliance with the insurance requirements set forth below.** All of the below insurance policies should be written by companies authorized by the NYS Insurance Department (or state equivalent if the work is outside NYS) and have an A.M. Best Company rating of an (A-) or better.

NOTE: If at any time an insurance policy lapses, Trucking Firm will not be permitted to continue work, until valid proof of insurance coverage is obtained. Valid proof of insurance coverage means *both* a certificate of insurance and the required endorsements.

A) Workers' Compensation.

As required by State Finance Law §142 (if work located in New York State otherwise equivalent for work in any other state(s)), the Trucking Firm shall maintain in force Workers' Compensation insurance, upon forms required by or acceptable to the Workers' Compensation Board for all of Trucking Firm's employees. Employer's Liability with limits of \$1,000,000.00 per accident, disease, or occupational injury.

B) Disability Insurance.

Trucking Firm 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.

C) Commercial General Liability Insurance.

The Trucking Firm 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 Trucking Firm. 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:

- a. General Liability Insurance shall apply separately on a per-job or per-project basis.
- b. Coverage for contractual liability assumed by the Trucking Firm insured under an insured contract (including the tort liability of another assumed in a business contract).
- c. All insurance policies required by these specifications except Workers' Compensation shall be endorsed to provide coverage to the respective Companies: **D.A. Collins Construction Co., Inc.; D.A. Collins Environmental Services, LLC; Infinity Aggregates, LLC; Jointa Galusha, LLC; Jointa Lime Company; Kubricky Construction Corp.; Kubricky-Jointa Lime, LLC; Palette Stone Corp.**, with respect to any and all claims arising from the Trucking Firm's Work under Agreement or as a result of Trucking Firm's Activities.
- d. 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.
- e. A Waiver of Subrogation shall apply on ALL POLICIES in favor of the Company.
- f. Where contract work will be performed by unregistered off-road equipment, Trucking Firm 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.
- g. 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.

D) Commercial Automobile Insurance including liability and required coverage for the state in which the vehicle is registered.

The Trucking Firm 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 Trucking Firm'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 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 truckers' coverage through ISO form CA 99 48 12 93. For transporters of heavy equipment, Trucking Firm shall provide motor truck cargo coverage with a policy of minimum coverage of \$1,000,000.00.

The Trucking Firm shall provide a copy of all insurance policies required by this Agreement within fourteen (14) days of any written request by Company for such policy.

E) Additional Insured including:

D.A. Collins Construction Co., Inc.; D.A. Collins Environmental Services, LLC; Infinity Aggregates, LLC; Jointa Galusha, LLC; Jointa Lime Company; Kubricky Construction Corp.; Kubricky-Jointa Lime, LLC; Palette Stone Corp., are added to the General Liability, Auto Liability, and Excess Liability as additional insured on a Primary & Non-Contributory basis and must be noted on Insurance Certificate(s) and Endorsement(s) provided.

F) 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.

G) The following Insurance Certificate MUST be utilized:

Acord 25 – Certificate Holder should be: D.A. Collins Construction Co., Inc.

Address for certificate holder:

D.A. Collins Construction Co., Inc.

269 Ballard Rd.

Wilton, NY 12831

H) Minimal Required Endorsements/Policy Pages to be supplied:

- General Liability Additional Insured
- General Liability Additional Insured Ongoing Operations
- General Liability Additional Insured Completed Operations
- General Liability Waiver of Subrogation
- General Liability Primary & Non-Contributory
- General Liability Designated Aggregate Per Project
- General Liability Listing of Forms
- General Liability 30-Day Notice of Cancellation
- Auto Liability Additional Insured
- Auto Liability Waiver of Subrogation
- Auto Liability Primary & Non-Contributory
- Auto Liability Broadened Pollution ISO form CA 9948 (if applicable for vehicles used for transporting hazardous materials)
- Auto Liability MCS90 (if applicable for vehicles used for transporting hazardous materials)
- Auto Liability Listing of Forms
- Auto Liability 30-Day Notice of Cancellation
- Workers' Compensation Waiver of Subrogation
- Workers' Compensation Declaration Page, Section 3A, showing the state(s) in which, the work is being performed
- Workers' Compensation Listing of Forms
- Workers' Compensation 30-Day Notice of Cancellation
- Where contract work will be performed by unregistered off-road equipment, Trucking Firm 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 (if applicable)

NOTES

ADMINISTRATIVE:

- A) Trucking Firm shall provide a list of proposed trucks including the truck designation, driver name, ownership, license, and cell phone number.
- B) Trucking Firm shall provide the agreed upon number of trucks daily, unless notified the prior day.
- C) The Contractor is to give 2-1/2 hours' notice prior to the scheduled start, if cancelling work for the day.
- D) Trucking Firm will not be paid the minimum due to highway closures beyond the Contractor's control.
- E) Trucking Firm will not be paid for unauthorized stoppages or meal breaks.
- F) Trucking Firm shall not take breaks with asphalt loads on. Any rejected loads due to unauthorized stoppages, will be at the Trucking Firm's expense.
- G) **Company Truck Trip 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 Sample, emailed to you. Unsatisfactory tickets will not be accepted and will delay payment.**
- H) Payment terms are **NET 14 days**.

IF APPLICABLE:

- A) Subcontractor Labor Affidavit forms are to be completed and submitted, PRIOR to performing work on any prevailing wage/public work covered project.
- B) Properly completed Certified Payroll Reports and OSHA 10-Hour Cards must be submitted with the invoices.
- C) Trucking Firm must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the Contracting Agency and on each succeeding payroll, where any new or additional first employee is listed.
- D) Certified Payroll Reports may be submitted electronically, but hard copies ***MUST*** also be provided. Certified Payroll Reports must include ALL employee drivers who performed work applicable to prevailing wage operations for each pay period.
- E) Prevailing Wage information and guidance can be found on the Department of Labor website for the state in which the work is being performed.

SAFETY:

- A) Trucking Firm shall meet all OSHA, ANSI, and MSHA standards, including fall protection when covering and uncovering loads.
- B) Worker protection during shall include the appropriate PPE when exiting their trucks (Hard hats with a 1" x 3" reflective strip on each side, Class II Vests (Class III during nighttime operations) consisting of 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.
- C) All vehicles with a GVWR greater than 10,000 lbs. and with restricted visibility to the rear shall be equipped with an operational audible backup alarm. Any vehicle with a non-operational backup alarm shall be taken out of service until the alarm is repaired.
- D) All vehicles and equipment within the contract limits and on the roadway shall be equipped with a rotating amber or flashing Light Emitting Diode (LED) beacon visible from all directions for a minimum of 1,000 feet during daylight. Flashing LED beacons shall meet the requirements of SAE J845 Class 2. Strobe lights shall not be used.
- E) 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 the segments shall be at least one-half the length of the body or trailer. The centerline 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.
- F) All construction vehicles and equipment operating within the contract limits, whether in the workspace, in the traffic space, in spoil areas, in storage areas, or any other areas under the contract, shall be operated at all times with due consideration for the safety of the public and workers. All vehicles and equipment within the contract limits and on the roadway shall operate a rotating or flashing amber beacon. If visibility of the beacon is blocked by a portion of the vehicle or equipment, additional beacons shall be Short-term delivery vehicles not equipped with rotating or flashing amber beacon shall display four-way emergency flashers when in the temporary traffic control zone. Other than vehicles registered and meeting all applicable requirements of the NYS Vehicle and Traffic Law, no construction vehicle or equipment used in the performance of the work shall be permitted to operate in travel lanes or shoulders open to traffic unless proper traffic control devices and other safety measures are in place to warn drivers of the presence of the equipment.
- G) Trucking Firms are to use access racks at the plant to apply release agent and tie-down tarps. Trucking Firms will release tie-downs with hooks. No climbing on truck bodies is permitted, as this is an OSHA violation.
- H) Trucking Firms shall only use an 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 is cause for immediate dismissal without payment.
- I) 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 Trucking Firm is responsible for any and all costs and disposal of the load.
- J) Any truck deemed to be in non-compliance with 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 BE PRESENT AT OUR MINES:

- A) 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.
- B) Hazardous Road Conditions – Watch out for large rocks and other debris within the roadways.
- C) 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.
- D) Noise - Areas are posted where noise produced exceeds 85 decibels. When working in or near these areas, you must utilize hearing protection.
- E) 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/conveyors/piles/highwalls.
- F) Blasting - Blasting is performed 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.
- G) Highwalls – Highwalls are scaled, but there is always the potential for loose and falling material, especially after blasts.
- H) 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.
- I) Equipment Fueling Areas – Areas posted for equipment fueling are for diesel fuel and gasoline. **THERE IS ABSOLUTELY NO SMOKING IN THESE POSTED AREAS.**
- J) Overhead wires – Please observe carefully.

HEALTH AND SAFETY STANDARDS TO BE FOLLOWED:

- A) Seat belts must be worn at all times.
- B) Drivers are required to wear hard hats, safety glasses, safety vests, long pants, and sturdy boots at all times, when outside of their vehicle.
- C) Our loaders are radio dispatched. They can be reached by tuning to Channel 19.
- D) 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.
- E) 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.
- F) Please remain with and in your vehicle, at all times, unless it is an emergency.
- G) Trucks and vehicles will **NOT** be loaded unless the driver is in the vehicle.
- H) Drugs, alcohol, and weapons are strictly prohibited on any of our premises.
- I) Horseplay and/or recklessness will not be tolerated.
- J) Pay attention to all warning devices, signs, and signals.
- K) Heavy equipment vehicles and loaded trucks have the right-of-way on site or in our quarries.
- L) Fall Protection will be used in areas that pose a 6-foot fall or greater. This includes a full body harness and two lanyards.
- M) Stay out of restricted areas, unless accompanied by an Authorized Person.
- N) No smoking near fueling areas.
- O) Please be aware of your surroundings, equipment, and especially people at all times.

MOTOR CARRIER SAFETY REGULATIONS:

- A) All Trucking Firms 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.
- B) I am aware that a Hard Hat and ANSI Class II Safety Vest, anytime I am outside of the cab while at the plant, quarry area, or on a project is required.
- C) 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.
- D) I will not wear shorts and/or cut-off tee shirts at any time when working under this Agreement.
- E) 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.
- F) 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).
- G) I am aware that my vehicle may not be left unattended on any job site.
- H) I understand that maintenance of my truck shall not be completed on a Company controlled site.
- I) I acknowledge my responsibility to mitigate/abate any spills of material or lubricants caused by misuse or improper maintenance.
- J) I understand that if any of the above regulations are not followed, 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 understand that it is my responsibility to ensure that all required trucking documents are current and in effect. I have thoroughly read and reviewed this Agreement in its entirety and agree to be bound by all terms and conditions thereafter.

Trucking Firm Owner

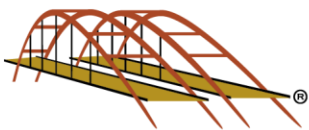
Business Name and/or DBA

Printed Name

Title

Signature

Date



D.A. COLLINS COMPANIES

SUBCONTRACTOR/VENDOR CODE OF ETHICS

The D.A. Collins Family of Companies (DAC) is committed to the highest standards of integrity in its business dealings. Accordingly, all Subcontractors/Vendors and the DAC employees who work with them are expected to conduct themselves consistent with the highest standards of honesty, integrity, and ethical conduct and to comply strictly with all applicable laws. Subcontractors/Vendors should exercise such care in their dealings and practices as to avoid even the appearance of impropriety or conflict of interest.

To ensure that Subcontractors/Vendors are aware of the ethical standards to which they will be held, DAC requires all Subcontractors/Vendors to acknowledge the following Code of Ethics and to apply scrupulously this Code in all dealings with DAC. Failure to sign and return a copy of this Code with your Subcontract/Purchase Order will delay, and if not returned, ultimately prevent your receipt of a fully executed, and therefore operative, Subcontract/Purchase Order.

For purposes of this Code of Ethics, "Subcontractor/Vendor" means the company, corporation or other entity named as the Subcontractor/Vendor, and its officers, employees, agents and or other representatives.

CODE OF ETHICS

1. Subcontractor/Vendor shall comply with all laws, regulations, standards and policies applicable to Subcontractor/Vendor and its dealings with DAC including government/private customer contractual requirements which flow down to Subcontractor/Vendor through its contract with DAC. When the General Contract is with the U.S. Government, these laws and rules include the Anti-Kickback Act of 1986 (41 U.S.C. 51-58) and those regarding suspension and debarment.
2. Subcontractor/Vendor shall not offer to any DAC employee any money, goods, gift, loan entertainment, future employment, business/investment opportunity, or any other thing of value to obtain favorable treatment from DAC. DAC employees are similarly prohibited from soliciting such items. This prohibition extends to immediate family members of both Subcontractor/Vendor and DAC employees. Provided a gift or entertainment is not intended to obtain favorable treatment for the Subcontractor/Vendor and does not create the appearance of a bribe, kickback, payoff or other prohibited conduct, DAC employees are not prohibited from accepting a gift or entertainment if: (1) the gift or entertainment is \$50 or less in value, (2) acceptance is consistent with DAC business practices, and (3) acceptance does not violate any applicable law.
3. Subcontractor/Vendor shall not enter into a financial or any other relationship with a DAC employee that creates a conflict of interest. A conflict of interest arises when the material personal interests of the DAC employee are inconsistent with the responsibilities of his/her position with DAC. All such conflicts must be disclosed and eliminated. Even where no actual conflict of interest exists, the appearance of a conflict of interest can be damaging to DAC and the Subcontractor/Vendor and, therefore, must be disclosed to DAC management.
4. Subcontractor/Vendor shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of antitrust or anti-competition laws.
5. Subcontractor/Vendor shall furnish services, products and/or materials that conform in all respects of quality and quantity with the requirements of the Subcontract/Purchase Order. Should Subcontractor/Vendor become aware that any such service, product or material previously furnished does not so conform, is defective, or is deficient in some other respect, Subcontractor/Vendor shall promptly notify DAC.
6. Subcontractor/Vendor shall promptly notify DAC's Compliance Officer at kdandrea@dacollins.com or CEO at djcollins@dacollins.com of any conduct believed in good faith to be actual, apparent, or potential violation of this Code by any Subcontractor/Vendor or DAC employee. Prompt reporting is in the best interest of all concerned. Reports may also be made by mail addressed to DAC's Compliance Officer or CEO at the address above. All reports will be treated as confidentially as possible.

Subcontractor/Vendor Name	
By (Signature)	
Print Name	
Title	
Date	