



14242 Terminal Ave. • P.O. Box 717 • Ottumwa, Iowa 52501-0717
(641) 683-1671 • FAX (641) 683-1673 • www.doudsstone.com

TO: ALL CONTRACT HAULERS

FROM: PAULA

RE: HAUL

In order to update our records and to pay haul in 2015, each trucker **must** have on file in the Ottumwa office the following:

- 1) The enclosed Form W-9, Request for Taxpayer Identification Number and Certification.
- 2) The enclosed information form.
- 3) A signed Contracted Hauler Agreement.
- 4) A current copy of your certificate of insurance (please indicate general liability and workers compensation, if applicable). This must come from your Insurance Company.
- 5) A copy of the ticket, signed by the contractor and the trucker that is being paid.

We will pay haul once we have all of the above forms. **If the haul pay copy is not signed by both the contractor and the trucker it will not be paid until we are paid by the contractor.** The signed copy of each ticket can be turned into the Ottumwa office or one of the quarries. We will continue to pay haul every two weeks. All haul checks will be mailed. We will deduct from haul checks any past due balance on a trucker's account.

You may return the forms in the enclosed envelope.

Please call me at the Ottumwa office if you have any questions or want to check on the status of your certificate of insurance. Thank you for your cooperation.

Enclosure

_____ I have your certificate of insurance on file. It expires _____.

_____ Your certificate of insurance has expired.

2015



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PLEASE FILL THESE BLANKS FOR OUR INFORMATION..

NAME _____

ADDRESS _____

CITY & STATE _____

9 DIGIT ZIP CODE NUMBER _____

TELEPHONE PHONE NUMBER _____

FAX PHONE NUMBER _____

CELLULAR PHONE NUMBER _____

EMAIL ADDRESS _____

DO YOU CARRY WORKMAN'S COMPENSATION? YES NO

BEFORE WE CAN ISSUE A CHECK FOR ANY HAUL, WE WILL NEED THE FOLLOWING:

- 1) THIS FORM COMPLETED
- 2) A SIGNED COPY OF THE W-9 FORM
- 3) A SIGNED CONTRACTED HAULER AGREEMENT
- 4) A CURRENT COPY OF YOUR CERTIFICATE OF INSURANCE/WORKMAN'S NOTED ON THE CERTIFICATE
- 5) A SIGNED COPY OF EACH TICKET

PLEASE RETURN TO:

DOUDS STONE LLC
PO BOX 717
OTTUMWA IA 52501-0717

THANK YOU.

CONTRACTED HAULER AGREEMENT

1. Hauler agrees to timely furnish the necessary vehicles, fully maintained and operated, for the performance of all hauling and trucking operations as may be requested from time to time by the Contractor, in accordance with the provisions of this Agreement and at such locations and for such prices as be mutually agreed upon by contractor and Hauler.
2. Hauler will provide and maintain worker's compensation insurance for the protection of its officers and employees to fully protect against loss from personal injuries, including death. Hauler will also provide and maintain automotive public liability and property damage insurance, written by insurers acceptable to, Contractor with minimum limits of \$1,000,000, combined single limit. Hauler specifically obligates itself, to the fullest extent of the law, to indemnify and protect Contractor, its employees, officers, directors, affiliates, agents, and insurers and save them harmless from any and all losses, penalties, damages, expenses, including but not limited to attorneys' fees, claims, suits or liabilities for injuries to property or to persons, including death, and from any other claims, suits or liabilities which arise out of or are in any way connected with any act or omission of the Hauler or any of its officers, agents, employees, or subcontractors. The indemnity obligation of the preceding sentence is in addition to, and in no way limited by, Hauler's duty to provide insurance.

All of the insurance policies to be provided hereunder will name Douds Stone LLC as additional insured. Before starting work, or at any time upon Contractor's request, Hauler will furnish Contractor with certificates, in a form satisfactory to the contractor, evidencing the above types of insurance coverage and that such insurance is in full force and effect. All of the said certificates will set forth on the face thereof contractual coverage as required herein, and will state that no amendment or cancellation of any said policies will be affected until after thirty days' written notice to Contractor.

Payment by Contractor either in whole or in part prior to receipt of such Certificates will not diminish Hauler's duty to maintain the required insurance or to supply such certificates; further, Contractor will not be deemed to have waived any right to indemnity hereunder by allowing Hauler to commence, perform, or complete work without having supplied such certificates.

3. Hauler specifically obligates itself to pay for all work and labor performed under this Agreement, and to indemnify against and hold Contractor harmless from any and all claims, suits or liens therefore; and to obtain and pay for all permits, licenses, and inspections made necessary by its work and to comply with all laws, ordinances and regulations affecting its work. Hauler will be liable to Contractor for the actual loss of or damage to the asphalt, stone, or other products carried or unloaded by Hauler pursuant to this Agreement, unless such loss or damage was caused solely by the negligent act or omission of the Contractor. Hauler hereby authorizes Contractor to deduct such payment from any amount due hereunder. Hauler will indemnify against and hold Contractor harmless from any and all loss, damage, cost, expense or attorney's fees suffered or incurred on account of any breach of these obligations and covenants, or of any other provision of this Agreement.
4. Contractor and Hauler agree that Contractor has no right to control the manner in which the Hauler does the work. Hauler specifically agrees further to fully relieve contractor from and protect it against any and all responsibility or liability therefore:
 - (i) that it is, or prior to the start of work hereunder will become, an independent contractor and an employing unit subject as an employer to all applicable unemployment and workers' compensation statutes, so as to relieve contractor of any responsibility or liability for treating its employees as employees of Contractor for the purpose of keeping records, making reports or payment of unemployment and workers' compensation taxes or contributions;

- (ii) that it will indemnify and hold Contractor harmless for any expense or liability insured under said statutes in connection with Hauler's employees, including a sum equal to benefits paid to those who were its employees, where such benefit payments are charged to Contractor under any merit plan or reserve account under any applicable law;
 - (iii) that if Hauler is a natural person (i.e., not a corporation, partnership, or other legal entity), then Hauler, for himself, his heirs, administrators, personal representatives, and all other persons claiming by or through him, hereby unconditionally waives, releases, and forever relinquishes any and all claims, rights or demands of any nature whatsoever against Contractor arising out of any unemployment, worker's compensation, or other statute which could in any way arise out of Hauler's performance of any work.
 - (iv) that with regard to: (a) the hiring, tenure or conditions of employment of employees, their hours of work, wage rates, or payment of wages, and (b) record keeping, making of reports, and payment, collection and/or deduction of all applicable taxes and contributions, it will keep and have available all necessary records and make all payments, reports, collections and deductions, and otherwise do all things necessary to fully comply with all such applicable laws, ordinances and regulations, including furnishing Contractor with satisfactory evidence thereof whenever requested to do so.
5. Hauler agrees to comply with all conditions and requirements of any prime contract that, under its terms or by operation of law, may be incorporated by reference into or made to apply to the Agreement or the work to be performed hereunder. Hauler agrees that if its pre qualification is a condition precedent to the award of work to it, Contractor may (but is not required to) file a copy of Contractor's approved or pending pre qualification statement in its name and on its behalf. That if such statement is so filed and approved, Hauler will accept and fulfill all requirements thereof as if it were an obligation of the Agreement.
6. In the performance of this Agreement, Hauler will, at no additional cost to Contractor, comply with Contractor's safety rules and regulations, and with all applicable laws, rules, regulations, and ordinances of any nature whatsoever, including but not limited to wage and hour, drug-free workplace, OSHA, MSHA, Motor Vehicle Safety, weight limits, and environmental laws.

OSHA and MSHA requires that any time you are out of your truck at one of our plant sites, whether you are delivering material or hauling product from the plant, you are required to wear an approved hard hat. The hard hat must meet ANS Standard Z89.1. (This is stamped on the hat by the manufacturer.)

In addition, Hauler will not discriminate against any employee or applicant because of race, color, religion, sex, national origin, age, disability, or veteran status; and Hauler will comply with all laws prohibiting discrimination of any kind, and to the extent required by law or other agreement, these requirements will be included in every purchase order or other document issued by Hauler. Further, in the event that Contractor intends to utilize Hauler's performance in order to comply with any Disadvantaged Business, Minority, Woman-Owned Enterprise or similar requirement, Hauler will fully comply with all applicable provisions, laws and regulations to assure Contractor's compliance. Hauler will indemnify and hold Contractor harmless from any and all loss, cost and expense (including, but not limited to, any fines, penalties, or other measures imposed on the Contractor), in any way arising out of the failure of Hauler, or any of its officers, agents, employees, or subcontractors or other persons directly or indirectly engaged by Hauler in the performance of work hereunder, to comply with any laws, rules, regulations, or ordinances.

7. It is further agreed that where Hauler engages any subcontractor for any portion of the work hereunder, such engagement will not alter the relationship of the Hauler to the Contractor as in an independent contractor and will not establish any relationship or obligation between the Contractor and any subcontractor. Hauler will continue to be solely responsible for compliance with or performance of all obligations imposed on Hauler by this Agreement regardless of whether the Hauler, Hauler's employees or Hauler's subcontractors actually do such work. Should any subcontractor make any claim of any nature whatsoever against contractor, or, as a result of any act, omission or negligence of the subcontractor, should a third party, including but not limited to any government, make any claim against Contractor,

Hauler will assume all liability for such claim and will otherwise indemnify and save harmless the Contractor from any such claims, liabilities, penalties and fines (whether criminal or civil), judgments, outlays and expenses (including attorneys' fees).

8. This contract cannot be assigned by Hauler without the written consent of Contractor.
9. Hauler will treat as confidential and not disclose to third parties, the terms of this Agreement or any information concerning Contractor's business (including information regarding supplies, products and customers) without in each instance, obtaining Contractor's written consent.
10. Contractor cannot and will not pay for any material hauled without a ticket copy of superintendent's verification/confirmation of haul pay owed; i.e. time sheet or ticket copy. It is the sole responsibility of each and every hired trucker to make sure at least one copy of each ticket is forwarded to our Douds Stone LLC home office. Contracted hauler will provide (if necessary) a copy of ticket(s) or other necessary information should a discrepancy arise due to shorted haul pay.

Any damages recoverable by Contractor from Hauler will bear interest at the annual rate of 18% or the highest rate allowed by law, whichever is lower.

This Agreement will not constitute an exclusive arrangement.

Contractor, in its sole discretion, will remain free to engage persons to perform hauling work including work of the same type then being performed by this Hauler.

This agreement may be terminated at any time by contractor for any reason whatsoever.

Contractor and Hauler have executed this Agreement through their authorized representatives on the date noted below.

Hauler:

By: _____

Title: _____
Authorized Representative

Date: _____

Douds Stone LLC

PO Box 717

Ottumwa IA 52501-0717

By: 

Title: General Manager