



**Sand & Gravel LLC**  
494 Western Turnpike  
Altamont, New York 12009  
Tel (518) 355-6034  
Fax (518) 356-7282

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April 2020

RE: Trucking Services

We are looking forward to your company providing trucking services for us. We now require a signed **annual** Trucking Agreement, Motor Carrier's Statement of Driver's Responsibilities, and Certificate of Insurance on file before you may begin work. Please carefully follow the procedures we have outlined below to gathering the correct information.

1.) Call your insurance agent/company and have them review the following:

- ☛ All contract documents
- ☛ Prepare a Certificate of Insurance confirming compliance with the insurance requirements.
- ☛ The enclosed Certificate of Insurance template indicating the minimum coverage and limits to be certified. The Certificate of Insurance must state that the Certificate Holder and Owner's are named as Additional Insured's on your liability coverage on a primary and non-contributing basis. The Certificate of Insurance must also evidence your Worker's Compensation Insurance Coverage. Have your agent send us the certificate. Our fax number is 518-356-7282 or email to Lisab@carvercompanies.com.
- ☛ Please be sure to complete this step even if we already have your certificate on file, as some of the information may need to be updated or changed.

2.) Complete the following yourself:

- ☛ Trucking Agreement
- ☛ Motor Carrier's Statement of Responsibility
- ☛ FORM W-9

Have a person of responsibility review, sign and return all forms to Carver Sand & Gravel LLC. Review this information with any driver's or employees that may be working for us. It will be their responsibility to comply with the requirements while on our job sites and while working with us.

**No work will be authorized to proceed until the properly signed and completed Trucking Agreement, Certificate of Insurance, Motor Carrier's Statement of Driver's Responsibilities and proof of drug testing are received.**

Please contact us at 518-355-6034 should you have any questions. Thank you in advance for your anticipated cooperation.

Sincerely,

Subcontract Administration  
Carver Sand & Gravel LLC

CARVER SAND & GRAVEL LLC

**Trucking Agreement**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Carver Sand & Gravel LLC, and \_\_\_\_\_, herein referred to as Trucking Company.

Trucking Company Information:

Company Owner's Name: \_\_\_\_\_

Mine Safety & Health Administration (MSHA) I.D. #, if applicable: \_\_\_\_\_

Federal (company) I.D.#: \_\_\_\_\_

US DOT #: \_\_\_\_\_

Owner's Social Security #: (will be provided on W-9, if applicable)

Company/ Owner's Telephone #: \_\_\_\_\_

In case of an emergency, notify (name & number): \_\_\_\_\_

\_\_\_\_\_  
Your Drug Testing manager name & number: \_\_\_\_\_

REQUIREMENTS:

**Job Meetings/Training Sessions**

You may be required to have a representative at any and all job meetings/training sessions, including jobsite tool box talks.

**Compliance**

Your company/employees/drivers are required to abide by all state, federal and DOT requirements.

## **Drug Testing**

Provide us proof of membership in a drug-testing program. The company that does your drug testing selection can provide you with this.

## **Motor Carrier's Statement of Driver's Responsibilities:**

It is your responsibility and obligation to review and comply with the enclosed statement of Driver's Responsibilities. This must be signed by a company official and returned back to us.

## **INDEMNIFICATION & INSURANCE – Trucking Services**

### **INDEMNIFICATION**

To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless and defend Owners, Contractor, Architects, Architect's Consultants, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) caused in whole or part by act or omission or violation of statutory duty or regulation of the Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Subcontractor's obligation to indemnify Owner, Contractor, Architect, Architect's Consultants, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Subcontractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Subcontractor.

In the event that subcontractor fails to meet the requirements and scope of work outlined in the subcontractor's agreement, any additional charges incurred by Carver Sand & Gravel will be the responsibility of trucking subcontractor.

### **INSURANCE REQUIREMENTS**

The Subcontractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

\*\*Contractor and Owners shall be included as Additional Insured's on the Subcontractor's CGL policy on a primary and non-contributing basis.

Business Automobile Liability (AL) with limits of Insurance of not less than \$1,000,000 each accident.

\*\*Contractors and Owners shall be included as Additional Insured's on the Subcontractor's AL policy on a primary and non-contributing basis.

Workers Compensation (WC) & Employers Liability (EL) with limits of Insurance of not less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

Commercial Umbrella Liability (UL) with limits of Insurance of not less than \$5,000,000. UL coverage must include as Additional Insured's all entities that are Additional Insured's on the CGL and AL. The UL coverage for Additional Insured's shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insured's other than CGL, AL, and EL coverage maintained by the subcontractor.

**Waiver of Subrogation:**

Subcontractor waives all rights against Contractor and Owners for recovery of damages to the extent these damages are covered by CGL, AK, WC & EL or UL insurance maintained per requirements stated above.

**Certificate of Insurance:**

A Certificate of Insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's work.

**Notice of Cancellation or Coverage Modification:**

No insurance policy required above will be cancelled, allowed to expire or reduced in coverage without at least 30 days prior written notice to the Contractor.

**Payment and Billing Terms:**

Properly completed invoices must be submitted by Tuesday, for work done the previous week. Paperwork not submitted by the deadline will risk delay or loss of payment. Properly completed paperwork and invoices will be paid 30 days from invoice date.

Rate of pay will be determined at the time of hire and you will be required to sign a form agreeing to this rate to avoid discrepancy.

All drivers will be required to complete Carver driver timesheets (sample copies attached). The drivers are also responsible for having the job foreman or dispatcher sign a manual ticket verifying the time which the driver will be billing Carver Sand & Gravel, LLC.

All material tickets **MUST** be signed for by the customer or customer's representative.

Upon hire you must see the dispatcher or main office for manual ticket book.

**ALL** invoices **must** be accompanied with the driver's timesheet, manual ticket signed by the job foreman or dispatcher, any Carver generated tickets (i.e. stone or asphalt tickets). If these items do not accompany the invoice, the invoice will not be paid until **ALL** information is turned in.

**New York State Department of Transportation will reject, without any hesitation at all, any load that may have traces of fuel oil in the truck box or does not have a D.O.T. approved tarp. If for any reason the load is rejected the hauler will be held responsible for the load. Any truck will be dismissed from the job due to non-compliance.**

**Required Paperwork to Return to Carver Sand & Gravel LLC:**

- \_\_\_\_\_ Completed and Signed Trucking Agreement
- \_\_\_\_\_ Motor Carrier's Statement of Driver's Responsibility
- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Proof of Membership in a drug testing program
- \_\_\_\_\_ W-9 Form

Ensure you have read, understand and have reviewed all documents with everyone they pertain to. All documents must be on file prior to working. **Those trucking companies that do not have acceptable coverage may not be allowed to work for Carver Sand & Gravel LLC.**

Trucking Company

Carver Sand & Gravel LLC

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

You may return to us via mail  
Carver Sand & Gravel, LLC  
494 Western Turnpike  
Altamont, NY 12009  
Attn: Lisa Boomhower

You may also return via email: [lisab@carvercompanies.com](mailto:lisab@carvercompanies.com)

## Motor Carrier's Statement of Driver's Responsibilities

A working partnership must be established between all contractors working on a jobsite. This starts before work begins by ensuring everyone has the right insurance coverages. The second step is to ensure that everyone knows, understands and follows the safety requirements for the job. Your drivers are key in our working partnership. There are several safety requirements they must follow.

Each driver has sole responsibility for:

- ✿ Operating their vehicle in a safe manner. Safety is a paramount at all times and must never be compromised.
- ✿ Following all State, Federal, and DOT requirements, including but not limited to:
- ✿ The safe and legal loading and transportation of their truck and all materials. Driver must communicate with plant operator the legal limits his/her vehicle can carry.
- ✿ Trucks must be cleared of all loose stone and other materials before leaving the quarry, pit, jobsite, etc.
- ✿ All loads must be adequately tarped and secured before traveling on the roadway.
- ✿ All devices on a vehicle must be in operational condition.
- ✿ Lubrication and cleaning of truck bodies must only be done with approved materials, not fuel.
- ✿ The driver must not leave his/her truck unattended on the jobsite.
- ✿ Back up alarms must be louder than the surrounding noise.
- ✿ Following all hours-of-service requirements.
- ✿ Being fit-for-duty, and not under the influence of any substances. The use of drugs and/or alcohol is strictly prohibited.

Other requirements include:

- ✿ Do not enter, turn, or park in or on private parking lots and driveways near jobsites.
- ✿ When at quarries and pits, a hard hat is required when exiting your vehicle. There are also specific safety requirements established at these sites which must also be followed. MSHA/OSHA guidelines must be followed. You are responsible for any fine resulting in your negligence.
- ✿ When at a jobsite, an ANSI Class II safety vest is required when exiting your vehicle.
- ✿ When backing, be sure you know what is behind you. If at any time you lose sight of someone behind you, STOP. Do not proceed until you are sure it is safe.
- ✿ If at any time a driver has a question, he/she should ask the foreman.
- ✿ I will not carry or have in my or my driver's possession any contraband, firearms, and/or any type of weapons while working for Carver Sand & Gravel, LLC
- ✿ Maintain professional driving skills and actions at all times. You re highly visible to the community and our customers. Your polite and respectful attitude is important to both your company and ours.

Your company and your driver are responsible for the safe and legal operation of your vehicle. Your company and your driver will be held accountable for all actions and claims caused by your driver and equipment.

**\*\*\*Please review this and ensure you and your drivers will be able to meet these requirements. Sign and return this, addressed to Carver Sand & Gravel LLC, 494 Western Turnpike, Altamont, New York 12009. You must also have each of your drivers working on our jobsites read and sign this, so they are fully aware of our requirements.**

Please feel free to contact the manager or foreman at each location if you have any questions or concerns. It is our goal to keep everyone working safely.

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Motor Carrier Company Name

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Print Name of Company Official

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Date

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Signature of Company Official



## Timesheet Completion

*See the attached itemized timesheet. All information is to be filled in.*

If timesheets and trip tickets are not satisfactory, they will be returned to the driver and not paid until properly completed.

This section should be reviewed to ensure all timesheets are completed legibly and consistently at avoid any confusion.

- 1) Truck Owner
- 2) Drivers Name and Truck Number
- 3) Customer's Name and/or Job Location
- 4) Date work is being preformed
- 5) Location truck is hauling from
- 6) Type of material is being hauled
- 7) JWS or hand ticket number
- 8) Tonnage/Yardage being hauled
- 9) Arrival time at Quarry, Asphalt Plant, Pit
- 10) Departure time from Quarry, Asphalt Plant, Pit
- 11) Arrival time at job site
- 12) Departure time from job site
- 13) Pay Rate – Per hour, ton, cubic yard
- 14) All deliveries of asphalt MUST be accompanied by a properly completed manual ticket indicating your hours and must be signed by a customer or customer representative.
- 15) All manual tickets must be completely and properly filled out to avoid payment delays.
- 16) All tickets must be signed by the customer or customer representative
- 17) Job Foreman's signature/or Dispatcher's -- This block MUST be completed for verification of release time. If this block is not completed, you may not be compensated for all hours worked.
- 18) Start Time/Finish Time
- 19) Driver's Name/Printed and Driver's Signature

**\*\*Contact billing at 355-6034 ext 101 with any questions on completing all paperwork and tickets accurately\*\***





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency Name Insurance Agency Address	CONTACT NAME: SAMPLE	FAX (A/C, No):
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:
INSURED SAMPLE	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Carrier Name:	NAIC #
	INSURER B: Carrier Name	
	INSURER C: Carrier Name	
	INSURER D: Carrier Name	
	INSURER E: Carrier Name	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	Policy Number	1/12018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	Policy Number	1/12018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		C	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	Policy Number	1/12018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
			D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	Policy Number	1/12018
E	Property / Equipment Floater	X	X	Policy Number	1/12018	1/1/2019	Special Coverage Form (Incl Flood) \$ 1,000 Deductible		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Description & Address:  
Carver Sand & Gravel, LLC and all affiliated and subsidiary companies, its officers and employees are included as as additional insured on General Liability, Automobile Liability & Excess Liability on a Primary and Non Contributing Bases per form CG2010 (11/85 Edit) or Equivalent forms. A Waiver of Subrogation is included on all policies and (30) Day Notification is Included for cancellation of policy, any material change in policy terms for the Certificate Holder Named Herein. (ALL FORMS MUST BE ATTACHED TO THE CERTIFICATE)

CERTIFICATE HOLDER Carver Sand & Gravel, LLC 494 Western Turnpike Altamont, New York 12009	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE AGENT SIGNATURE