



January 19, 2024

Dear Hired Hauler:

We hope you are ready for another busy construction season! This correspondence will look a bit different than it did in the past. These changes are in effort to organize the information a bit differently, making the process less overwhelming for some. All the information you will need is included within this "envelope", however most of the info that you have seen in one attachment previously has been broken down into attachments that are viewable prior to signing. In addition to the initial 8 pages that requires signing/initialing, there are several attachments that are included with this document and will also be sent to your email via DocuSign after you've completed signing this. Documents that require you to input information or sign/initial are included within the first 8 pages of the DocuSign file. Items that do not require a signature will be in separate attachments, however they do have a referenced "Schedule" number on the "Trucking Services Agreement", therefore, please be advised that you are signing the Agreement and acknowledging that you have received each supporting "Schedule" referenced. Also be advised the last page on the attachments has a checklist of items you will need to return. We ask that you reference this checklist and return all requested items that need to be printed, in a separate email.

Our annual hauler set up is a somewhat time-consuming process on the PII end, so please take the time to read the information provided in all attachments so we don't have any issues utilizing your services when it's time for start-up. Any information you can send in now is appreciated but we understand that some paperwork and training documents that have a time sensitive cost may not be readily available (i.e.: insurance, MSHA training, etc.). These items can be submitted later, however they need to be in prior to the actual start of work.

We STRONGLY advise that you READ THROUGH ALL OF THE DOCUMENTS ATTACHED THOROUGHLY so that you are not turned away from a job because your vehicle is not properly equipped, or because your application paperwork is not filled out thoroughly or accurately. Additionally, the expectation is that you will share this information with all drivers that will be dispatched to any PII project or facility.

Additionally, we also strongly advise that you go into your app store on your phones/tablets and update HaulHub before the season starts. We fully intend to use paperless timecards this season.

Failure to return and complete all documents referenced above will deem your application to be "incomplete". Should your application be considered incomplete you will be notified of the deficiency and your application will not be processed until the appropriate information is received. Please note: A checklist of items to return has been attached to this correspondence for your convenience.

Any questions? A member of the Transportation Team is always willing to assist!

- Judy Beck – Dispatcher802.279.8735/jbeck@pikeindustries.com
- Melinda Sanschagrin – Dispatcher.....603.556.2883/msanschagrin@pikeindustries.com
- Patty Fluette – Dispatcher..... 802.839.6121/pfluette@pikeindustries.com
- Tina Poulin– Dispatcher..... 207.330.8480/tpoulin@pikeindustries.com
- Jaime Pratt –Lowbed Dispatcher.....603.630.3984/jpratt@pikeindustries.com
- Lisa Pillon – Transportation Assistant.....802.316.9645/lpillon@pikeindustries.com
- Lisa Busque – Dispatch Assistant.....603.312.6924.2883/lbusque@pikeindustries.com

We have a good amount of work lined up for 2024, and there are still several project bids upcoming! We are anticipating a busy season, so if you know of anyone with trucks and looking for work, please share that we are looking to add more vendors. This year we have also added a hired hauler referral bonus program for current haulers that work for pike. More information on page 5. Please contact your dispatcher for more information on it!

Thank you for your help spreading the word!

Sincerely,

Cameron Geddes
Director of Transportation
Pike Industries, Inc.
603.293.5300



Pike Industries, Inc.
3 East gate Park Road
Belmont, NH 03220

TRUCKING SERVICES AGREEMENT

This Trucking Services Agreement ("Agreement") is made by Pike Industries, Inc. 3 Eastgate Park Road, Belmont NH 03220 ("Company") and _____ ("Contractor") with an effective date of _____, 2024].

1. TERM & PARTIES: Contractor agrees to furnish the trucking services ("Services") requested by Company for a 1-year period beginning on the above-referenced date in accordance with the provisions of this Agreement. Contractor may self-perform the Services or arrange for motor carriers ("Carriers") to perform the Services as a broker. The Services shall be performed at the locations designated by Company and at the prices set forth in **Schedule 2** or as may be mutually agreed upon by the parties in writing. This Agreement shall automatically renew for successive 1-year terms unless Company or Contractor terminates this Agreement by providing the other party with written notice of non-renewal prior to the current term expiration. This Agreement shall also govern any Services provided by Contractor to Company's corporate affiliates ("Affiliates"). Contractor agrees that such Affiliates are intended third-party beneficiaries of this Agreement and have the same rights and privileges of a Company as described herein. Each Affiliate shall agree upon specific pricing, delivery terms, and any required cargo coverage with Contractor in writing. Further, each Affiliate shall be responsible for payment of its obligations under this Agreement and shall not be liable for the performance of the obligations of any other Affiliate.

2. NON-EXCLUSIVITY: This Agreement shall not constitute an exclusive arrangement. Company shall remain free to engage other persons or entities to perform trucking services. Contractor shall remain free to perform trucking services for any other person or entity.

3. SAFETY; COMPLIANCE: In the performance of this Agreement, Contractor shall, at no additional cost to Company, comply with Company's safety rules, including those on **Schedule 1** hereto, and with all applicable laws, rules, and regulations related to the Services, including employment discrimination, wage/hour, drug-free workplace, FMCSA, OSHA, MSHA, weight limits, and the environment. **Contractor has a duty to monitor all applicable weight regulations and no driver shall leave or enter Company's property or projects with an overweight or unsecured load. Contractor shall also take any necessary action to prevent material from escaping from the truck.** In connection with the performance of Services, Contractor shall, and shall cause its suppliers and subcontractors to abide by the CRH Supplier Code of Conduct which can be viewed at <http://www.crh.com/our-group/our-people/corporate-governance/codes-of-conduct>. When performing the Services, Contractor, its Carriers, and their employees shall act in a professional manner at all times.

4. INSURANCE: Contractor and its Carriers shall provide and maintain worker's compensation, general liability, automotive liability, excess/umbrella liability, and cargo liability insurance written by insurers acceptable to Company. The minimum required limits and coverages required are as follows: Workers Compensation Coverage-Statutory Limits; Auto Liability-\$1,000,000 Combined Single Limit; General Liability-\$1,000,000 per accident; and Excess/Umbrella Liability-minimum limits of \$1,000,000. Cargo Liability-Per **Schedule 2**. If Contractor or its Carriers are transporting hazardous materials, the following coverages shall be added: CA 99 48 1013; MCS-90. Contractors solely serving as brokers may satisfy these insurance requirements by providing Contingent Liability Coverage and evidence of the Carrier's coverage. All policies, except for worker's compensation policies, shall name Company as an additional insured with primary coverage and shall, to the fullest extent permitted by law, defend, indemnify, and protect Company from all claims, expenses, and liabilities related to or arising out of (i) the Services; (ii) any breach of this Agreement; or (iii) any act or omission of Contractor or any person or entity performing Services on behalf of Contractor. Company's coverage shall be non-contributory. To the extent permitted by law, all insurance shall expressly provide that all rights of subrogation against the Company are waived, and that no amendment or cancellation of any policy shall be effective until 30 days' written notice to Company. Before providing the Services and upon Company's request, Contractor shall provide Company with certificates evidencing the required insurance coverage. Company's payment to Contractor prior to receipt of the certificates shall not diminish Contractor's duty to maintain the required insurance and Company shall not have waived any rights by allowing Contractor to perform Services prior to supplying the certificates.

5. INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold Company, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines, and remedial or clean-up costs arising out of or related to: (i) the performance of the Services; (ii) any breach of this Agreement; and/or (iii) any act or omission by or on behalf of Contractor, its employees, and agents. These defense and indemnity obligations are in addition to, and in no way limited by, Contractor's duty to provide insurance. Contractor shall not assert as a defense in any claim by Company to enforce Contractor's obligations under this Article, any immunity or other defense provided under any workers' compensation or other laws. When required by law, Contractor's indemnification obligation shall be limited to \$5,000,000 and the parties agree that said amount bears a reasonable commercial relationship to the Services.

6. INDEMNITY REFORMATION: THIS AGREEMENT SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO DEFEND OR INDEMNIFY ANY INDEMNIFIED PARTY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF ANY PROVISION OF THE AGREEMENT IS INTERPRETED BY A COURT, ARBITRATOR, OR ARBITRATION PANEL OF COMPETENT JURISDICTION TO REQUIRE THE CONTRACTOR TO DEFEND AND/OR INDEMNIFY AN INDEMNIFIED PARTY IN VIOLATION OF APPLICABLE LAW, THEN THE PARTIES INTEND THAT SUCH PROVISION BE DEEMED REFORMED NUNC PRO TUNC SO AS TO REQUIRE THE CONTRACTOR TO ONLY DEFEND AND INDEMNIFY THE INDEMNIFIED PARTY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7. EXPENSES: Contractor or its Carriers shall obtain and pay for all fuel, inspections, labor, licenses, maintenance, and permits related to the Services.

8. INDEPENDENT CONTRACTOR: Contractor and its Carriers shall remain independent contractors solely responsible for performing the details of the Services. Further, Contractor and its Carriers shall remain employing units subject to and in compliance with all applicable tax, unemployment compensation, worker's compensation, and other laws, including all recordkeeping, wage payment, and payroll withholding. Contractor shall provide proof of such compliance upon Company's request. Company and Contractor agree that Company has no right to control the manner in which the Contractor or its Carriers perform the Services. Contractor shall also provide proof of its qualifications upon Company's request.

9. FLOW-DOWN: In the event that the Services are performed in connection with Company's performance of a contract with a third party, the provisions of that contract are incorporated into this Agreement by reference. Company will make any such contract available to the Contractor for inspection.

10. COMPANY SUPPLIED EQUIPMENT: From time to time, Contractor or its Carriers may perform the Services with Company's equipment. Contractor and its Carriers shall be liable for any loss or damage to such equipment, normal wear and tear excluded. Company's equipment shall not be used to provide services to any other person or entity and Contractor shall carefully inspect the equipment prior to each use.

11. ASSIGNMENT & MODIFICATION: This Agreement and any payments related to the same may not be assigned by Contractor to any person or entity without Company's advance written consent. Any unauthorized assignment is void. This Agreement sets forth the complete agreement of the parties with respect to the Services. Any modification of this Agreement must be in writing and signed by both parties.

12. CONFIDENTIALITY: Contractor and its Carriers shall treat Company's business information, including Company's products and customers, as confidential information and shall not disclose the information to any third party.

13. MONITORING; DAMAGED OR REJECTED SHIPMENTS: Contractor shall closely monitor the drivers and equipment used in the performance of this Agreement so that the drivers and equipment comply with all applicable regulations. If Company's customer rejects a shipment or Contractor is unable to deliver a shipment in a timely manner, Contractor shall provide prompt notice of the delivery issue to Company. Contractor shall immediately notify Company of any damaged shipment and photograph any damaged shipment. Company shall instruct Contractor as to the manner of disposal of the damaged shipment and the parties shall agree on any compensation for the returned shipment in writing.

14. ENFORCEABILITY: If any provision of this Agreement is found unenforceable by any arbitrator or court, the parties agree that such provision shall be modified to the minimum extent necessary to render it enforceable and that the remainder of this Agreement shall not be affected by the modification of such provision. Any damages recoverable by Company from Contractor shall bear interest at the annual rate of 12%, or the highest rate permitted by law, whichever is lower.

15. DISADVANTAGED BUSINESS ENTERPRISE: If Contractor is to perform as a Disadvantaged, Small, Minority, or Female-Owned Business Enterprise ("DBE"), Contractor (i) shall ensure that all Services are performed and supervised by Contractor's own forces, except for Services subcontracted to others with Company's prior written consent, and (ii) shall comply with all applicable laws and regulations governing the Contractor's certification as a DBE so that Contractor's performance will count toward Company's applicable DBE requirements.

16. MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION PURSUANT TO THE CONSTRUCTION INDUSTRY ARBITRATION RULES AND THE AAA'S APPELLATE RULES SHALL APPLY. JUDGMENT UPON ANY AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF, IF NECESSARY. NO JUDGMENT SHALL BE CONSIDERED FINAL UNTIL ANY RIGHTS TO APPEAL HAVE BEEN EXHAUSTED OR WAIVED.

17. SCHEDULES. The following documents are attached hereto and incorporated into the Agreement:

Schedule Number	Description of Schedule	Included (Yes/No)
1	Safety Policy & Operating Requirements	Yes
2	Pricing Schedule & Cargo Insurance Limits	Yes
3	FWHA Form 1273-Required Contract Provisions Federal-Aid Construction Contracts	
4	VEVRAA-Section 503 Clause	
5	State Specific Provisions	

CONTRACTOR:

COMPANY:

By (Please sign): _____

By (Please sign): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**SCHEDULE 1
SAFETY POLICY & OPERATING REQUIREMENTS**

All persons visiting Company’s facilities or projects must comply with the following safety rules in addition to any safety regulations imposed by law. These rules are not intended to encompass every conceivable situation or to contradict any applicable laws, legal duties, or more stringent site-specific rules. As a result, these general safety rules should always be considered subject to such laws, duties, rules, and the exercise of reasonable judgment.

- 1. MAINTAIN AWARENESS OF THOSE AROUND YOUR VEHICLE AT ALL TIMES.**
2. Establish and maintain eye contact with anyone directing you while backing. **IF, AT ANY TIME, YOU LOSE SIGHT OF ANY PERSON AROUND YOUR VEHICLE, STOP YOUR VEHICLE IMMEDIATELY.** Do not continue backing until you have located this person and are assured that there is no one else behind your vehicle. NEVER assume that a person around your vehicle has seen you or heard you or will get out of the way. It should be second nature for you to stop in this situation and to remain stopped until it is clearly safe to proceed. **WHEN IN DOUBT, STOP.**
3. **A “spotter” (also known as a “backer” or “observer”) must be guiding you whenever you are backing up a vehicle.** The spotter must be guiding you the entire time—no matter how little or how far you are backing up the vehicle. If you lose sight of the spotter at any time, stop backing immediately.
4. All vehicles with obstructed rear views must be equipped with functioning backup alarms and/or cameras. Although backup alarms are meant to warn others that you are moving in reverse, they do not guarantee that everyone will see you, hear you, or get out of your way, nor do they guarantee that all “blind spots” behind your vehicle are clear. It is extremely important, therefore, to STOP and ask for assistance if you need help while backing. **WHEN IN DOUBT, STOP.**
5. You must obey all speed limits and other traffic control at all facilities.
6. Your headlights must be on at all times.
7. Do not leave your vehicle unattended unless it is absolutely necessary. When you do determine that it is absolutely necessary to leave your vehicle unattended, ensure that your vehicle is properly secured and located in a safe place.
8. Use extreme care when entering and exiting all facilities and projects.
9. Do not walk around any facility or project unless accompanied by or under the supervision of one of Shipper’s employees.
10. Do not use cellular phones or other communication devices unless you are (1) in a building or trailer, or (2) in a safe location and a completely stopped vehicle that is not performing or waiting to perform operations. You may not, for example, use cell phones while loading, unloading, or waiting to load/unload.
11. Familiarize yourself with the area in which you are operating your vehicle by becoming aware of, among other things: overhead wires/power lines that could be struck by any part of your vehicle.
- 12. Clean all tailgates and securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck. These actions must be performed in a safe location prior to leaving the facility or project.**
- 13. ACCIDENT/SPILL REPORTING:** Any accident with another vehicle or stationary object, or any material spill while laden with Shipper’s products must be reported to the Shipper immediately. Any accidents or spills should first be reported to the proper authorities.
- 14. Drivers must comply with all applicable weight regulations and inspect all loads prior leaving or entering Company’s projects or facilities. No driver shall leave or enter Company’s projects or facilities with an overweight, unsecured, or unsafe load.**
- 15. PERSONAL PROTECTIVE EQUIPMENT:** Contractor shall instruct and require all drivers and employees to comply with Contractor’s Personal Protective Equipment (“PPE”) requirements. The PPE requirements include the following:

Job/Operation	Type of Hazard(s)	PPE Required
Driver	Head Hazard – impact	Hard Hat
Driver	Foot Hazard – impact	Steel Toe Shoes
Driver	Face/Eye Hazard – impact & dust	Safety Glasses
Driver	Skin Hazard - abrasion	Sleeved Shirt & Long Pants
Driver	Face – liquid spray	Face Shield
Driver	Hands – abrasion & burns	Gloves (Elbow Length–Liquid AC)

SCHEDULE 2
2024 Hired Hauler Payment Terms

SIGN IN:

PAPER: Sign in at start/job location at time scheduled. If you are requested to start early, the early start time must be signed by Pike personnel, or the dispatcher scheduled time prevails. ****We will ONLY accept PII issued Hired Hauler Truck Slips latest revision date of 3/09. If you have a book dated differently, please discard it and request a new book*.***

NEW THIS SEASON

PORT TO PORT:

This season we are replacing our travel time and LLT policy with a Port to Port pay structure that will be determined by the start / stop time stamp from the Haul Hub – TMS app **ONLY**. This means that you will need to log into HaulHub when you start traveling to the job and log off when you return to the location that you park the truck.

REFERRAL BONUS:

Pike is now offering a referral bonus to anyone that can recruit a new hired hauler. This referral will be for \$1,000 and given out in two payments. The first half payment after the new vendor works for a total of 250 hours and the balance after they work a total of 500 hours. They will be expected to be available to work nights and weekend as needed and have not work for Pike in the last 3 seasons. ***There will not be any limit on the number of referrals someone is eligible for.***

SIGN OUT:

PAPER: Sign out at paver, dump site or job at the EXACT TIME (i.e.: 4:12 PM). A Pike sign out person WILL NOT add any extra time for returning to the plant or other location and MUST retain the original white daily time slip if hauler has completed the shift. Trucks must be empty before signing out, but final clean out is incidental and not mandatory to cover. HIRED HAULERS ARE NOT ALLOWED TO RETURN THEIR SIGNED SLIPS TO THE OFFICE; SLIPS MUST BE LEFT WITH THE PIKE PERSON THAT SIGNED IT AT SHIFTS END. Failure to adhere to this policy may result in the reduction of hours. Pike employee signing out trucks must note location of sign out and employee number next to signature.

HAUL HUB - TMS: A PII representative will sign out drivers via the HaulHub App on the jobsite. While we encourage the use of sign-out in the APP, if there is nobody available to sign-out, the GPS information will provide us with an accurate stop time.

****ANY CHANGING OF START/STOP TIMES OR ADJUSTING HOURS AFTER PIKE PERSONNEL HAVE VERIFIED AND SIGNED OFF IS GROUNDS TO DISCONTINUE THE USE OF THE SERVICES OF THE HIRED HAULER****

PAPER: Travel pay **MUST NOT** be added to the slips by Hired Hauler or Pike field personnel. Slips must include Start and End times (noting travel on the slip for a reminder to Pike staff is acceptable). Only a Dispatcher or the Director of Transportation will add any applicable travel pay allowed. Dispatchers are not authorized to grant more than 1.5 hours of travel without the Director of Transportation's approval.

SHOW UP PAY:

Hired Hauler must show up at facility or jobsite at scheduled start time to receive show up pay. Prior to receiving "2 hours show up Pay", Hired Hauler must contact Dispatch to exhaust any optional work. Refusal of optional work constitutes refusal of "Show up Pay". Pike Industries reserves the right to cancel the work schedule; if work is cancelled within the travel time plus 15 minutes distance to the schedule start location, no show up pay will be granted. **Haulers are encouraged to check with start location on questionable weather days.**

JOB POSTPONEMENT:

In the event of a primary job postponement and an offer of optional non-critical/non-mandatory work offered, a hauler can opt out and hold - however this time will be at his/her own expense. For clarification purposes: what is "non-critical/non-mandatory" is at the discretion of the Dispatcher. If a job is started, then put on hold, and the hauler is opting out of the optional work offered (with Dispatcher approval), the hauler must sign out and sign in at the exact times, with a PII representative's signature.

TRAVEL/OVERNIGHT ACCOMMODATIONS:

PII will reimburse haulers for hotel fees when requested to travel/stay overnight. Contact your local Dispatcher so we can organize with our admin for haulers to receive Pike's discounted hotel rates. Haulers are responsible to pay for the hotel out of pocket and will be compensated via hauler pay.

NIGHT SHIFT DIFFERENTIAL PAY:

\$25.00 additional per hour will be paid for night work. This includes aggregate hauls. Aggregate hauls on the night shift will no longer be paid by the ton and will now be paid by the hour with the additional hourly rate. Night Shift is defined as any shift that is scheduled to operate beyond midnight.

SATURDAY/SUNDAY (DAY) PAY:

\$20.00 additional per hour will be paid for Saturday and Sunday DAY work.

FUEL ADJUSTMENTS:

Rates will be adjusted weekly depending on the price of fuel, these will be based on your normal hourly rates that will be posted in March. These rates are based on the price of fuel being at \$4.00 per gallon and will be adjusted weekly basis on the New England Area's average that is posted on the EIA New England Weekly Retail Diesel Prices. All information on diesel pricing will be based on the EIA New England Weekly Retail Diesel Prices, updated on Monday evenings (Tuesday when Monday's a Holiday). Rates will be adjusted on a weekly basis and will be good Sunday – Saturday. This link can take you direct to the website. https://www.eia.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_dpgal_w.htm

We will send out a weekly email on Tuesdays, identifying the weekly diesel rate and letting vendors know the hourly rates for that week and the percent increase or decrease to the per ton rates.

HOURLY:

- The above rates are based on \$4 fuel. We will adjust hourly rates, up or down, by \$1 for every \$.20 change in fuel. There is no high-end cap to this surcharge. The low-end cap will be \$3.00 fuel.
- Rates will be adjusted in our internal systems and paid as your usual hourly pay.

PER TON HAULS:

- Current rates are based on \$4 fuel. We will adjust the pay, up or down, in similar fashion to the hourly hauls. Rather than adjust by \$1, the rates will be adjusted by 1% of the pay rate.
- Fuel surcharge payouts will be calculated on Tuesdays for the previous week and paid out the following Thursday as a lump sum, listed as "pay adjustment."

HOURLY RATES:

Hourly rates are set and reset in accordance to stay competitive in the market. A week notice of a rate change will be sent out via the most convenient media. Pike reserves the right to make a rate change at any time for any reason.

PER TON AGGREGATE HAULS:

The majority of Aggregate hauls are paid by the ton only, no LLT or Travel pay allowed without approval of the Director of Transportation. ***Overloading is STRICTLY prohibited.*** Per ton rates are set based on the hourly rate for the haul unit as a guideline. Rate considerations are calculated with standard mileage/time software set to the vehicle and legal routes. Consideration is taken for legal payload, time for loading, tolls, unloading and delays. The goal is for each haul is to make at least rate for that haul unit but cannot guarantee. Under or over performing rates should be brought to the attention of Dispatch and Director of Transportation for investigation.

CUSTOMER TRUCK RENTALS:

PAPER: When hauling to a third-party customer, ***THE HIRED HAULER IS RESPONSIBLE TO MAKE SURE THAT THEIR HOURLY TRUCK SLIP IS RETURNED TO A PII FACILITY PRIOR TO THE START OF YOUR NEXT SCHEDULED SHIFT. THE WHITE COPY OF THE TRUCK SLIP IS NOT TO BE HANDED TO A CUSTOMER.*** If requested, you may share the PINK COPY. Customers receive copies of the slips with their invoices.

HAUL HUB -TMS: Pike Industries, Inc. will be supplying customers a detail of the hourly haul with the truck rental billing.

PER TON HMA HAULS:

In the event of a Per Ton HMA haul, a pay structure notice will be provided to all haulers prior to the job on a specific job by job basis.

PAYMENT ISSUES/DISPUTES:

PAPER: As stated, and agreed upon in the 2024 Hired Hauler Agreements, The Hired Trucker agrees that it shall turn in payment slips as soon as possible but in no case more than 45 days beyond the date that the work was performed under this agreement. Pike shall impose a 25% Administrative/Handling fee on all payments due on all payment slips that are turned in greater than 45 days beyond the date that the work was performed under this agreement.

PAYMENT ISSUES/DISPUTES CONTINUED:

HaulHub - TMS: Hired Haulers must sign in for each scheduled shift prior to the start of said shift. If the hauler neglects to sign in, Pike Dispatch can create a payment sheet based on the best-known information (i.e., Ticket times, Job/Plant Foreperson feedback), however Pike Industries will impose a 5% fee for generating these tickets per occurrence up to the first five occurrences. After five occurrences, the penalty per timesheet will be 10%.

FOR ALL PAYMENT TYPES:

The Hired Trucker agrees that any and all disputes concerning payment shall be raised in writing within 60 days of receipt of payment and that payment will be considered final and all disputes waived if notice is not received by Pike within 60 days of payment. Any discrepancies with pay should be directed to your area Dispatcher, Transportation Assistant or Director of Transportation. Transportation Administration will work with the Hired Hauling Payment Department to correct or dispute the issue.

If you have any questions with any information outlined in this notice, please contact your dispatcher.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED ON THIS DATE A COPY OF THE PIKE INDUSTRIES, INC. HIRED HAULER PAYMENT TERMS UPDATED ON 01/2024. I ACKNOWLEDGE THAT IT IS MY RESPONSIBILITY TO READ AND UNDERSTAND THIS POLICY, AND THAT ANY QUESTIONS I MAY HAVE SHOULD BE DIRECTED TO THE TRANSPORTATION DEPARTMENT. I UNDERSTAND THAT THESE PAYMENT TERMS ARE NOT INTENDED TO CREATE A CONTRACT OF EMPLOYMENT, I WILL REMAIN AN AT-WILL VENDOR OF THE COMPANY, AND MY SERVICES MAY END AT ANY TIME FOR ANY REASON NOT PROHIBITED BY LAW. I UNDERSTAND THAT PIKE INDUSTRIES, INC. HAS THE RIGHT TO AMEND THESE PAYMENT TERMS AT ITS DISCRETION AND WITHOUT PRIOR NOTICE.

Hauler (type/print): _____

Hauler (signed): _____

Date: _____



Pike Industries, Inc.
3 East Gate Park Road
Belmont, NH 03220

SCHEDULE #3

Hired Trucker Information:

VENDOR #: _____

COMPANY OR OWNERS NAME: _____

U.S. DOT #: _____ MOTOR CARRIER AUTHORITY? (Yes/No): _____

MINE SAFETY & HEALTH ADMINISTRATION (MSHA) I.D.# (If applicable): _____

FEDERAL (COMPANY) I.D.#: _____

OWNER'S SOCIAL SECURITY #: _____

COMPANY OR OWNERS ADDRESS: STREET: _____

CITY: _____

STATE: _____ ZIP: _____

COMPANY OR OWNER TELEPHONE #: _____ Cell # _____

IN CASE OF EMERGENCY NOTIFY: _____ Phone # _____

E-MAIL ADDRESS: _____

HOW MANY TRUCKS DO YOU OWN:	10 Wheelers	_____
	Tri-Axles	_____
	Trailer Dumps	_____
	Flowboy's	_____
	Lowbeds	_____
	Other	_____

ARE THEY EQUIPPED FOR HAULING ASPHALT (Y/N) _____ Canvas _____ Skirt _____
of Chutes _____

DOES YOUR TARP AND DUMP BODY COMPLY WITH ME/NH/VT SPECS (note state(s) in compliance):

_____ REGISTERED IN STATE(S) OF: _____

IN WHAT STATE(S) DO YOU HOLD OVERWEIGHT PERMITS: _____

APPORTIONED PLATES (Yes/No): _____ IFTA (Yes/No): _____ MC-90? (Yes/No) _____

DO YOU EMPLOY ANY DRIVER(S) UNDER THE AGE OF 21? (Yes/No): _____

IF YES, PLEASE PROVIDE NAME OF EMPLOYEE(S) UNDER 21:

NOTE: Application must be completely filled out and signed before receiving payment for services rendered.

SCHEDULE # 4
Safety Statistics

Please complete applicable sections and return with your signed agreement.

1. For those companies who have an annual Workers' Compensation premium of at least \$5,000 please provide your Experience Modification Rate (EMR) for the last 3 years. If you are unsure of your EMR please contact your Workers' Comp Insurance provider for assistance.

2023 _____ **2022** _____ **2021** _____

2. For those companies that have **10 or more employees**, please provide the following information for the last three years. The information can be found on your OSHA 300A log.

	2023	2022	2021
Total Hours Worked			
# of fatalities			
# of cases with days away from work			
# of cases with job transfer or restrictions			
Total # of recordable injuries			
Total # of recordable illnesses			
Total # of days away from work			
Total # of days of job transfer or restriction			

MS Vendor's Truck information Sheet

SCHEDULE #5

MS VENDOR TRUCK INFORMATION SHEET

Vendor Name _____

Vendor Number _____

Truck Types	
Ten Wheeler - 102	Flowboy - 104
Trailer Dump - 103	Triaxle - 106
Tractor Only - 108	Lowbed - 107

IMPORTANT! PLEASE TYPE OR WRITE ALL INFO CLEARLY ON THIS FORM

Truck Type	Please list your company's truck # "Up to 3 digits" (must list if you have more than 1 truck used at Pike)	Driver's Name	Has driver completed the 2024 MSHA training? <i>If so, enclose a copy of certificate</i>	Truck Make	Year	Last 5 digits of the VIN#	License Plate #	State	Registration Expiration date (copy of registration needed)	List all states that you have overweight permits in, and please supply copies of each cert. <i>*Please refer to note at bottom of form.</i>

Dispatcher: _____

List of states or area eligible to work in: _____

Do you carry insurance through the winter months? _____

_____ If not, when do you plan to reinstate your insurance? _____

Vendor signature _____

DATE: _____

*** Please note that we will need updated overweight certificate when you recertify each of your trucks.**



SCHEDULE #8

SAFETY MANUAL ACKNOWLEDGEMENT FORM

(Full PDF of EHS Manual attached to Hired Hauler Agreement distribution email)

I hereby acknowledge that I have received on this date a copy of the Pike Industries, Inc. Safety Manual. I acknowledge that it is my responsibility to read and understand the manual and that any questions regarding the manual or its contents should be directed to the Transportation or Environmental, Health and Safety Department. I understand this Manual is not intended to create a contract of employment, I remain an at-will vendor of the Company, and my services may end at any time for any reason not prohibited by law. I agree to comply with, and incorporate into my daily work activities, the policies and procedures set forth in this manual. Additionally, I agree to provide the information included in this manual to any and all employees dispatched to work for Pike Industries. I understand that, unless prohibited by law, the Company has the right to amend this manual at its discretion and without prior notice.

Date _____ Vendor Name (please print) _____

Vendor Number _____

Vendor Signature _____



In lieu of providing Motor Vehicle Records for each Commercial Motor Vehicle driver employed at _____, this letter certifies that we follow all FMCSA Rules and Regulations pursuant to 49 CFR 391.25 & 391.51. Specific to Motor Vehicle Records, we certify that MVRs are pulled annually, and within 15 days of a Medical Card recertification to ensure it has been updated with the respective state DMV. We certify that our DOT files are monitored regularly and are up to date and accurate.

(Signature)

(Print Name)

(Company Name & Title)

(Date)



**ADDENDUM TO TRUCKING AGREEMENT (“CONTRACT”)
BETWEEN
PIKE INDUSTRIES, INC. (“CONTRACTOR”)**

AND

_____ (“HAULER”)

In consideration of the following mutual covenants, and notwithstanding any term or condition set forth in the above-referenced Contract, Contractor and Hauler agree to amend the Contract as follows:

1. ARTICLE 4: Hauler shall not be required to maintain workers’ compensation insurance or excess/umbrella insurance coverage. The minimum required limits and coverages required shall be as follows: Auto Liability - \$1,000,000 Combined Single Limit; General Liability - \$1,000,000 per occurrence and \$1,000,000 aggregate; Cargo: \$500,000 per occurrence but only if hauling equipment.
2. This Addendum is incorporated into the Contract and controls over any inconsistent provisions in the same.

AGREED this day _____

CONTRACTOR (PIKE INDUSTRIES)

By: _____

Title: _____

HAULER (VENDOR)

By: _____

Title: _____

Hired Haulers –Insurance Requirements

Required Insurance Limits for Haulers per the Hauler Agreement/Contract:

Note: Pike Industries recognizes that it is sometimes difficult for owner-operators to obtain these limits in certain markets. If you encounter any issues with regard to the limits, please contact your Pike Industries' Representative.

COVERAGE	LIMITS
General Liability	\$1,000,000 per occurrence / \$2,000,000 per policy aggregate
Auto Liability	\$1,000,000 per occurrence
Workers Compensation	Statutory Limits for Coverage A \$1,000,000 Employers Liability - Each Accident \$1,000,000 Employers Liability - Each Employee \$1,000,000 Employers Liability - Disease Policy Limit *Statutory limits per state is acceptable
Cargo (for Equipment Movers)	\$500,000 – All Risk – Replacement Cost

Required Endorsements for Haulers per the Hauler Agreement/Contract:

The Name, Pike Industries, Inc. as noted in the contract should be scheduled with address on the endorsements referenced below.

POLICY	ENDORSEMENT NAME/DESCRIPTION
General Liability Policy	Named as Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (form CG 20-10 – Premises) Primary and Non-Contributory-Scheduled Additional Insured Waiver of Transfer of Rights of Recovery Against Others to Us (form CG 24 04)
Auto Liability Policy	Designated Insured (form CA 20 48) Primary and Non-Contributory-Scheduled Additional Insured Waiver of Transfer of Rights of Recovery Against Others to Us (form CA 04 44)
Workers Compensation	Waiver of our Rights to Recover from other Endorsements (form WC 00 0313)

There are insurance policies that automatically extend coverage for Waiver of Subrogation and Primary & Non-Contributory as required by a signed contract. If the hauler's insurance policies automatically extend these coverages as required by a signed contract, please provide copies of the of the policy forms in lieu of endorsements. Automatic or Blanket Additional Insured Endorsements are not acceptable.

**SCHEDULE #7
Hired Hauler - Insurance Requirements (EXAMPLE CERTIFICATE)
Continued**

(SAMPLE CERTIFICATE FOR HIRED HAULERS)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Issue Date

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 Agent's Name Insurance Agent's Address	CONTACT NAME: Insurance Agent Contact Name
	PHONE: Agent Phone Number
	FAX: FAX NO.
	E-MAIL: E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED Hired Hauler's Company Name Hired Hauler's Address	INSURER A: Insurance Carrier's Name
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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	ADOL	SUBR	WVD	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	Y	Y		Policy Number			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
	GENL AGGREGATE LIM T APPLIES PER POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/>							\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y	Y		Policy Number (Any Auto Preferred)			COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>							\$
	UMBRELLA LMB EXCESS LMB							EACH OCCURRENCE \$ AGGREGATE \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>							\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	Policy Number			<input checked="" type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
	Cargo (Equipment Haulers Only)				Policy Number			\$500,000

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

Certificate Holder is Named as an Additional Insured on a Primary & Non-Contributory basis on all liability policies except Work Comp.

CERTIFICATE HOLDER Pike Industries, Inc. 3 Eastgate Park Road Belmont, NH 0322	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 Insurance Agent's Signature
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CHECKLIST OF ITEMS THAT YOU WILL NEED TO RETURN TO OUR ATTENTION:

- (DOCUSIGN) HIRED HAULER AGREEMENT/2024 PAY POLICY** - Review the Agreement and Pay Policy sent via "DocuSign", as well as all supporting "Schedules" and *electronically sign* where indicated on the Agreement.

- CERTIFICATE OF INSURANCE** - Obtain a Certificate of Insurance, naming Pike Industries, Inc. as *"additional insured."* You will find the insurance coverage requirements detailed within the Hired Trucker Agreement, as well as the insurance summary page attached which outlines the coverage for owner/operators, company with drivers, and equipment movers. It would be helpful if you were to forward the insurance summary page (enclosed) to your insurance company. This document helps them to understand our requirements. Additionally, we would prefer to receive these insurance certificates directly from your insurance agent. All Transportation representative email addresses are included on the last page of this letter for your reference.

- SAFETY STATISTICS** - *This form is needed ONLY if you are a company that employs 10 or more people.* This document will be sent in a separate attachment if your company falls within these criteria. If you are required to complete this section based on the size of your company, the information requested should be provided on your yearly Experience Modification Rate (EMR) form. *COMPANIES WITH 10 OR MORE EMPLOYEES WILL NOT BE APPROVED WITHOUT THIS INFORMATION.*

- MS TRUCKS VENDOR INFORMATION SHEET** - Fill out and sign the MS Trucks Vendor Information Sheet specific to **EACH** truck you operate (you will need to assign and MARK your truck with the corresponding #). This sheet will help us to identify your fleet and efficiently set up each of your companies' specific trucks in our payment system *(to include the Libra systems at the plant and scales. Simply put, if your truck is not set up via this sheet, the plant/scale will NOT be able to weigh out your truck and will be made to wait until we can get the appropriate paperwork in place).* This will also help in the deciphering of insurance certificates, overweight certificates, and help dispatch and scale house personnel when scheduling/weighing your truck(s). *Additionally, we are now required per State Weights and Measures rule to include the license plate on all weight tickets, please make sure you write your plate # CLEARLY on this form so your truck is set up properly.*

- STATE OVERWEIGHT/REGISTRATIONS** - Please provide PII with copies of **ALL** registrations and overweight permits for **EACH** truck listed on the submitted agreement. *Please make sure that the license plate # is NOT covered by the sticker so we may validate the plate number written on the MS TRUCK SHEET. Additionally, we will need updated certificates sent to us if they have an expiration date during the season.*

- RECORD HISTORY** - Completed MVR (Motor Vehicle Record) Letter

- PAYMENT INFORMATION/DIRECT DEPOSIT AND W9 INFORMATION** - Please review your agreement and schedules closely. Please make sure to review the enclosed info closely. Additionally, we have a stipulation in the agreement specific to payment discrepancies including when drivers neglect to sign into the HaulHub platform. For payment disputes, there is a time frame outlined that these issues need to be addressed within 45 days. Anything that falls outside of these time parameters may be accessed an "administration fee." We do our best to make sure everyone is paid accurately and timely, but it is your responsibility to account for payments; please be diligent and *check each statement timely.* **If you find any issues with the payments made, it is your responsibility to address your concerns directly with YOUR LOCAL DISPATCHER.** If you chose to sign up for direct deposit, you need to fill out the form and include a voided pre-printed check, a photocopy is acceptable. *If nothing has changed with this information, we do not need these forms.*