



---COASTAL ROAD REPAIR---

590 Bridgton Road, Westbrook, ME 04092 Office: 207-893-8923

2023 Hired Trucking Agreement

This Trucking Agreement is made this ____ day of _____, 2023 by Coastal Road Repair, LLC and _____ (Hired Truck Subcontractor) whose Tax ID# _____ is for the purposes of performing trucking on an as needed and ongoing basis.

1. **Contract Payment:** Coastal Road Repair LLC agrees to pay Hired Truck Subcontractor for satisfactory performance of Hired Truck Subcontractor’s work on an hourly basis of:

Truck Type	Day Rate	Night Rate
Wheeler	\$ 100.00	\$ 115.00
Triaxle	\$ 105.00	\$ 120.00
Dump Trailer/Flow Boy	\$ 135.00	\$ 150.00
Lowbed (mill transport)	\$ 135.00	\$ 150.00

as requested by and authorized by Coastal Road Repair, LLC. Payment shall constitute a waiver of all claims by the Hired Truck Subcontractor relating to the Hired Truck Subcontractor Work, but shall in no way relieve the Hired Truck Subcontractor of any liability for claims or warranties for its work.

2. **Schedule of Work:** Time is of the essence. Hired Truck Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. Hired Truck Subcontractor will make sure they are filled with fuel prior to the start of the shift. Shutdown due to lack of fuel will not be included in hourly compensation.
3. **Non-Exclusivity:** This Agreement shall not constitute an exclusive arrangement.
4. **Safety; Compliance:** At no additional cost to the Contractor, the Hired Truck Subcontractor shall comply with Contractor’s safety rules and regulations, including but not limited to: employment discrimination, drug-free workplace, OSHA, Motor Vehicle Safety, and weight limits.
5. **Insurance:** Hired Truck Subcontractor shall provide and maintain insurance, provide an updated certificate of insurance listing Coastal Road Repair LLC as additional insured. To the extent permitted by law, all insurance shall

expressly provide that all rights of subrogation against the Contractor are waived and that no amendment or cancellation of any policy shall be effective until 30 days written notice to Contractor.

Automobile Liability:

\$1,000,000 Bodily Injury (per person)

\$1,000,000 Bodily Injury (per occurrence)

\$1,000,000 Property Damage (per accident) or \$1,000,000 Combined Single limit (each accident)

General Liability:

\$1,000,000 per occurrence / \$2,000,000 general aggregate

Worker's compensation: \$500,000/\$500,000/\$500,000 Employer's Liability

Cargo- \$500,000 per occurrence if hauling equipment

Sole Proprietors/Owner Operators are encouraged to maintain General Liability and Workers Compensation.

6. **Indemnity:** To the fullest extent permitted by law, Hired Truck Subcontractor shall defend, indemnify and hold Contractor, 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 in any way related to: the performance of the services, any breach of this agreement, or any act or omission by or on behalf of Hauler, its employees, and agents. These defense and indemnity obligations are in addition to, and in no way limited by, Hired Truck Subcontractor's duty to provide insurance. Hired Truck Subcontractor defense and indemnity obligations shall apply to any claim against Contractor by any employee of Hired Truck Subcontractor and Hired Truck Subcontractor shall not assert as a defense in any suit by Contractor to enforce Hired Truck Subcontractor's obligations under this Article any immunity or other defense provided under any worker's compensation or other laws. When required by law, Hired Truck Subcontractor's indemnification obligation shall be limited to \$5,000,000 and the parties agree that said amount bears a reasonable commercial relationship to the work related to this Agreement. Sole proprietor/owner operator assumes full responsibility for and risk of all bodily injury, including injury due to negligence.
7. **Liens & Costs:** Hauler shall obtain and pay for all fuel, labor, permits related to the Services.
8. **Independent Contractor:** Hired Truck Subcontractor agrees that it is, and shall remain, an independent contractor solely responsible for performing the detailed service, and in compliance with all applicable tax, unemployment compensation, worker's compensation and other laws, including all recordkeeping, wage payment, payroll withholding, and any other requirements for full compliance.
9. **Confidentiality:** Hired Truck Subcontractor shall treat Contractor's business information, including product and customers, as confidential information and shall not disclose to any third party.
10. **Limitation of Liability:** To the fullest extent permitted by law, contractor shall not be liable for any consequential, indirect, incidental, special, exemplary, or punitive damages with regard to any claim arising out of or relating to this agreement.

Safety Policy & Operating Requirements

Job safety is priority number one. Hired Truck Subcontractors will follow all applicable State and Dept. Of Transportation safety standards. In addition:

- Trucks must be parked inside the work enclosure or off site.
- Stay inside your vehicle when you are inside the work enclosure. If you must exit your truck, you must wear proper Personal Protective Equipment (hard hat, class 3 safety vest, etc.)
- *Do **NOT** turn the truck around within the road enclosure; trucks must completely exit the enclosure to turn around. Trucks may be released for the day and may not be allowed to return if they do.*
- *Do **NOT** use crossover access when on highway projects. Trucks may be released for the day and may not be allowed to return if they do.*
- Do not use cell phones while driving. If you must use your cell phone, you must exit the work site.
- Maintain awareness of those around your vehicle at all times.
- If at any time, you lose sight of any person around your vehicle, stop your vehicle immediately.
- NEVER assume that a person around your vehicle has seen or heard you or will get out of the way.
- When in doubt, STOP.
- Hired Truck Subcontractor must obey all speed limits and other traffic control.
- Hired Truck Subcontractor shall secure the load and prevent material from escaping from the truck.
- Hired Truck Subcontractor shall comply with all applicable weight regulations and inspect all loads.
- Hired Truck Subcontractor must have functioning strobes and back-up alarms.
- Hired Truck Subcontractor must have MDOT approved signage on trucks.

**** Drivers must sign out before leaving the job site ****

All drivers **must** sign out through a Coastal Road Repair representative. Failure to sign out may cause a delay in payment and may incur a nominal administrative fee to cover the costs for processing delays, research and verification of hours.

The trucking slip must be clear with accurate Start Time, End Time, and Total Hours prior to signing out.

Start Time: The Start Time for trucking hours shall be the **assigned** start time. No additional time will be paid if the truck is on site prior to the assigned start time. The dispatcher will notify you of Start Time prior to the start date. You will be notified of any changes to the Start Time, as needed. If a driver is late, the Job Supervisor will change the Start Time to reflect the actual arrival time on the job site.

End Time: The End Time for trucking hours shall be the time drivers are *signed out* by a Coastal Road Repair Representative. If a driver has to travel to the dump site to empty their truck at the end of the shift, travel time to the dump site will be added by the Job Supervisor. **Drivers must sign out before leaving the job site.** Failure to sign out with a Coastal Road Repair Representative may delay payment and may incur a nominal administrative fee to cover the costs for processing delays, research and verification of hours.

Travel Pay: Travel Pay shall be paid on 1-way travel only, up to 1 hour maximum. For example, if 1-way travel time to the job site is 30 minutes, you will be paid 30 minutes of Travel Time.

Travel Time: Travel Time for travel pay shall be calculated via Google Maps and is based on drive time to the center of the job site from your offices/facilities.

Total Hours: Total Hours are calculated via the Trucking App and are based on the assigned Start Time, End Time, and Travel Time.

Invoicing

Coastal Road Repair strives to process and pay all invoices within **10 business days** of receipt of invoice. In order to ensure that your invoices are processed in a timely manner, all invoices must be submitted by the end-of-day Saturday of every week. Invoices received *after* end-of-day Saturday will not be processed that week and will instead be processed the following week. You can email your invoice or mail it to our office. Certificate of Insurance and W-9 must be received prior to work/payment.

Invoices can be emailed to: avillanueva@crrme.com

Office Mailing Address:

590 Bridgton Road, Westbrook, ME 04092

Attention: Angela Villanueva



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Trucker's Agreement Checklist

- Sign and return Hired Trucking Agreement.
- Submit Certificate of Insurance (please review insurance requirements).
- Complete and submit W9.
- I acknowledge that I have read, and accept the terms and conditions of the Hired Trucker's Agreement.

Subcontractor's Company Name: _____ Date: _____

Contact Name: _____ Phone Number: _____

Authorized Signature: _____

Subcontractor's Address: _____