



# **OVERLAND**

**Materials and Manufacturing, Inc.**  
*A Subsidiary of Overland Corporation*

P. O. Box 1947  
Ardmore, Oklahoma 73402  
Phone (580) 223-8432  
Fax (580) 223-8454

TO: New Independent Truckers

We are pleased that you have requested to work with **Overland Materials and Manufacturing, Inc. (OMMI)**.

Attached please find Trucking Agreement, Hauling Policies, W-9 form, Direct Deposit form and checklist of items we need from you.

**BEFORE YOU ARE ALLOWED TO HAUL ANY MATERIALS AND BEFORE YOU ARE COMPENSATED FOR ANY WORK, the following must be completed:**

Trucking Agreement, W-9 form must be properly filled out and turned in to our main office along with the Applicant Information Sheet. On the W-9 form, please enter the Employer (company) Identification Number **(do not enter your Social Security Number)**.

We must also have received a **current** Proof of Insurance Certificate listing Overland Materials and Manufacturing, Inc. as an "additional insured". Also, we need to have your Truck and Trailer Vin number on it as well. We require that your coverage to be **as specified in the Trucking Agreement** (The insurance certificate must be faxed or emailed directly from your insurance company to our main office at 580.223.8454 or dphillips@ovco.com to insure active status.)

**In addition, we will need a copy of your CDL license along with any other coverage requirements in the Trucking Agreement.**

OMMI currently pays on a weekly basis. All payments will be issued by Electronic Fund Transfer (EFT). Our pay period runs **Sunday - Saturday**. Each Friday we will pay for the previous week's tickets. **We request that your paperwork be submitted on Monday for the previous week.** If we receive it late, we cannot guaranty it will be processed by Friday.

If you do not have your own invoicing system, attached is a sample copy of a form to be submitted with your weekly tickets.

Should you have any questions, do not hesitate to call us.  
Thank you,

### NEW TRUCKER'S CHECK LIST:

1. Fill out and turn in the Application information sheet at the main office
2. Fill out yearly Trucking Agreement.
3. Fill out and turn in the W-9 form at the main office
4. Fill out and turn in the Direct Deposit form at the main office (**Mandatory**)
5. Your insurance company must FAX or Email a copy of your Certification of Insurance to our main office. Fax # 580-223-8454, email dphillips@ovco.com
6. We must have a legible copy of your CDL License.
7. We must have Workers Compensation Insurance or an Affidavit of Exempt Status under the Administrative Workers' Compensation Act.

Notes: Please read **Trucking Agreement** thoroughly.

# Applicant Information Sheet

## Independent Trucker

Please **PRINT** the following information below:

<b>Company / Business Name</b>

<b>Last Name</b>	<b>First Name</b>	<b>Middle Name</b>

<b>Contact Name (if different from above)</b>	<b>Phone Number</b>

<b>Street Address</b>	<b>P.O. Box (if applicable)</b>

<b>City</b>	<b>State and Zip Code</b>

<b>Mobile/ Cell Phone</b>	<b>Work or Home Number</b>	<b>Fax Number</b>

<b>Truck Model , Company Truck Number and ODOT Number (or send copy of list with applicaton)</b>		

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**E-MAIL**

Please **SIGN** and date below:

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# Overland Corporation

Overland Corporation / Overland Materials Manufacturing, Inc.

## VENDOR EFT PAYMENT AUTHORIZATION

Sign and complete this form to authorize Overland Corporation to make EFT payments to your bank account,

Please complete the Information below.

Company Name \_\_\_\_\_

Federal Tax# or SSN: \_\_\_\_\_

Billing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

AR Contact Person \_\_\_\_\_

AR Contact Phone \_\_\_\_\_

AR Contact Email \_\_\_\_\_

Email address to receive remittance advice (if not same as above):

\_\_\_\_\_

Company Name on Account: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Type of Account: \_\_\_\_\_

Bank City/State \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Mailing-PO Box 1947, Ardmore OK 73402 Physical-534 US Highway 77 S Ardmore OK 73401  
580.223.8432 (Fax)580.223.8454 [www.ovco.com](http://www.ovco.com)



OVERLAND  
Materials and Manufacturing Inc.  
Weekly Payroll/Ticket Worksheet

There are **three (3) sets of Tickets**. You MUST leave one (1) ticket at the Scale House, Job Site or at our main office if nobody is available at the Scale House or Job Site.

The 2<sup>nd</sup> ticket is turned in with the Weekly Invoice for each pay period (**early Monday morning**).

Keep the 3<sup>rd</sup> ticket and a copy of your invoice for your own personal records.

**Its your responsibility to make sure information on the Material Tickets given by the Quarries or Scale house is correct Including Driver/Vendor #, Material, PO#, Company Name Etc. If information is not correct there is no Guarantee of payment for that load.**

Date:

[illegible]



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**Materials and Manufacturing, Inc.**  
*A Subsidiary of Overland Corporation*

P. O. Box 1947  
Ardmore, Oklahoma 73402  
Phone (580) 223-8432  
Fax (580) 223-8454

Dear Driver:

Enclosed you will find Overland Materials and Manufacturing's revised Trucking Agreement. Upon reviewing, please sign the agreement and return to us.

Upon speaking with a few of you, we decided **not** to request the Umbrella coverage. In regard, to the Worker's Compensation coverage if you have employees, please provide the requested coverage. If you **do not** have employees, we ask you to provide us with an "Affidavit of Exempt Status under the Administrative Worker's Compensation Act".

You can get your **Affidavit for Exempt Status** Card by going to [www.ok.gov/wcc/](http://www.ok.gov/wcc/) to apply online for an **Affidavit of Exempt Status** Card or by using CC-Form 36A. There is a Fifty Dollar fee to apply and if approved, your **Affidavit of Exempt Status** Card is good for two years from the date of application.

All payments will be issued by Electronic Fund Transfer (EFT). Enclosed is the form that will need to be completed for payment. Also, I have enclosed the required form for submitting your invoices.

If you have any questions, please feel free to contact me at 580.226.4574 or Deanette Phillips at 580.223.8432.

Sincerely,

Brenda Stephens  
Office Manager



## TRUCKING AGREEMENT

This Trucking Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **Overland Materials & Manufacturing, Inc., P.O. Box 1947, Ardmore, OK 73402** ("Contractor") and [ \_\_\_\_\_ ] ("Hauler").

**1. TERM & PARTIES:** Hauler agrees to furnish the hauling and trucking services ("Services") requested by Contractor during the following period of time: \_\_\_\_\_ to \_\_\_\_\_ in accordance with the provisions of this Agreement. The Services shall be performed at the locations designated by Contractor 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 Contractor or Hauler terminates this Agreement by providing the other party written notice of non-renewal 30 days prior to the current term expiration.** This Agreement shall also govern any Services provided by Hauler to Contractor's corporate affiliates and subsidiaries ("Affiliates"). Hauler agrees that such Affiliates are intended third-party beneficiaries of this Agreement and have the same rights and privileges of a Contractor as described herein, including the right to insist upon the performance of all obligations and duties of Hauler.

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

**3. SAFETY; COMPLIANCE:** In the performance of this Agreement, Hauler shall, at no additional cost to Contractor, comply with Contractor's safety rules and regulations, including those on **Schedule 1** hereto, and with all applicable laws, rules, regulations, and ordinances of any nature whatsoever, including but not limited to: employment discrimination, wage and hour, OSHA, MSHA, weight limits and environmental laws. Additionally, Hauler will be responsible for motor vehicle safety, driver qualifications, and a drug-free workplace in accordance with FMCSA regulations. **Hauler has a duty to monitor all applicable weight regulations and no driver shall leave or enter Contractor's property or projects with an overweight or unsecured load. Hauler shall also securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.**

**4. INSURANCE:** Hauler shall provide and maintain worker's compensation, or an Affidavit of Exempt Status under the Administrative Workers' Compensation Act from the Oklahoma Worker's Compensation Commission, general liability, automotive liability, cargo written by insurers acceptable to Contractor. The minimum required limits and coverages required are as follows: **Workers Compensation Coverage A - Statutory Limits; Workers Compensation Coverage B - \$1,000,000 per occurrence; Or an Affidavit of Exempt Status under the Administrative Workers' Compensation Act, Auto Liability - \$1,000,000 Combined Single Limit; General Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate; Cargo: \$10,000 per occurrence or \$1,000,000 per occurrence if hauling equipment.** All policies, except for worker's compensation policies where state regulations do not permit, shall name Contractor as an additional insured with primary coverage and shall, to the fullest extent permitted by law, defend, indemnify and protect Contractor from all claims, expenses and liabilities in any way related to or arising out of (i) the Services; (ii) any breach of this Agreement; or (iii) any act or omission of Hauler or any person or entity performing Services directly or indirectly on behalf of Hauler. Contractor's coverage shall be non-contributory. 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. Before providing the Services and upon Contractor's request, Hauler shall provide Contractor with certificates evidencing the required insurance coverage. Contractor's payment to Hauler prior to receipt of the certificates shall not diminish Hauler's duty to maintain the required insurance and Contractor shall not have waived any rights by allowing Hauler to perform Services prior to supplying the certificates. Additional Insured status provided to Contractor shall be to the broadest scope of coverage available to an Additional Insured, and the limits of Additional Insured coverage shall not be limited by the minimum requirements herein.

**5. INDEMNITY:** To the fullest extent permitted by law, Hauler 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: (i) the performance of the Services; (ii) any breach of this Agreement; or (iii) 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, Hauler's duty to provide insurance. Hauler's defense and indemnity obligations shall apply to any claim against Contractor by any employee of Hauler and Hauler shall not assert as a defense in any suit by Contractor to enforce Hauler's obligations under this Article any immunity or other defense provided under any worker's compensation or other laws. When required by law, Hauler'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.

**6. LIENS & COSTS:** Hauler shall obtain and pay for all fuel, materials, labor, permits, licenses, and inspections related to the Services. All funds paid by or to Contractor for Services shall be deemed in trust for the payment of all labor and materials supplied in the course of Hauler's performance of the Services. The funds shall not become Hauler's property until full payment is made for all such labor and materials. Any damages recoverable by Contractor from Hauler shall bear interest at the annual rate of 18%, or the highest rate permitted by law, whichever is lower.

**7. INDEPENDENT CONTRACTOR; CONTROL OF SERVICES:** Hauler agrees that it is, and shall remain throughout the life of this Agreement, an independent contractor solely responsible for performing the details of the Services, and an employing unit subject to and in compliance with all applicable tax, unemployment compensation, worker's compensation, and other laws, including all recordkeeping, wage payment, payroll withholding, and all other requirements for full compliance. Hauler shall provide proof of such compliance upon Contractor's request. Hauler shall also provide proof of its experience and qualifications upon Contractor's request.

**8. FLOW-DOWN:** In the event that the Services are performed in connection with Contractor's performance of a contract with a third party, the provisions of that contract are incorporated into this Agreement by reference.

**9. SUBCONTRACTING:** Hauler shall not subcontract the performance of any of the Services prior to obtaining Contractor's advance written consent and providing Contractor with a copy of the subcontractor's Certificate of Insurance Coverage. If Hauler is authorized to subcontract any of the Services, Hauler shall continue to be responsible for the performance of the Services and the terms of this Agreement.



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

**11. CONFIDENTIALITY:** Hauler shall treat Contractor's business information, including Contractor's products and customers, as confidential information and shall not disclose the information to any third party.

**12. ENFORCEABILITY:** If any provision of this Agreement is found unenforceable by any arbitrator or court, Contractor and Hauler 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.

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

**14. MANDATORY BINDING ARBITRATION:** ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE STATE AND COUNTY OF CONTRACTOR'S OFFICE. THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE CONTRACT DOCUMENTS, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.

**15. 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.

**16. COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as an original.

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	Material Hauling Policies Pricing and Payment Terms	Yes
3	Pricing and Payment Terms	Yes

### SCHEDULE 1 SAFETY POLICY & OPERATING REQUIREMENTS

All persons visiting Contractor'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. **Substance abuse and Drug/Alcohol free workplace:** Each Hauler is required to comply with 49 CFR 382.in its entirety. Prior to the first time Hauler or any of Hauler's drivers performs safety-sensitive functions, the Hauler shall be required to provide proof of current enrollment and member of good standing documentation in a DOT compliant substance abuse consortium or provide documentation providing proof of compliance with 49 CFR 382.
2. **MAINTAIN AWARENESS OF THOSE AROUND YOUR VEHICLE AT ALL TIMES.**
3. 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.**
4. An "observer" (also known as a backer or spotter) must be guiding you whenever you are backing. In such situations, a backer should be guiding you the entire time—no matter how little or how far you are backing. If, at any time, a backer is not guiding you as you are backing toward a material transfer vehicle, stop backing immediately.
5. 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. Therefore, it is extremely important to STOP and ask for assistance if you need help while backing. **WHEN IN DOUBT, STOP.**
6. You must obey all speed limits and other traffic control at all facilities.
7. Your headlights must be on at all times, day or night.
8. 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 that it is safely located.
9. Use extreme care when entering and exiting all facilities and projects.



10. Do not use cell phones or other communication devices at all, unless you are (1) in a building or trailer, (2) in a properly secured, safely located, and completely stopped vehicle that is not performing or waiting to perform operations (for example, you may not use cell phones while loading, unloading, or waiting to load/unload), or (3) receiving, or responding, to instructions related to the work at hand (but only if it is safe to do so).
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. **Hauler shall 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.**
13. If Hauler fails to require its driver(s) to comply with Contractor's safety and operating requirements, this Agreement shall be terminated upon written notice.
14. **ACCIDENT/SPILL REPORTING:** Any accident with another vehicle or stationary object, or any material spill while laden with Contractor's products must be reported to the Contractor immediately. Any accidents or spills should first be reported to the proper authorities.
15. **Hauler shall comply with all applicable weight regulations and inspect all loads prior leaving or entering Contractor's projects or facilities. No driver shall leave or enter Contractor's projects or facilities with an overweight, unsecured or unsafe load.**
16. **PERSONAL PROTECTIVE EQUIPMENT:** Hauler shall instruct and require all its 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		Safety Vest

17. Hauler shall utilize and be fully integrated with Earthwave Technologies' Fleetwatcher suite of products, as directed by Overland Corporation/Overland Materials and Manufacturing, Inc.

## **SCHEDULE 2**

### **MATERIAL HAULING POLICIES**

#### **TICKETS FOR MATERIAL HAULED TO THE PLANTS**

- A ticket is required and must be given to Plant Personnel for each load hauled to the plant for every round.
- If ticket is lost, the Plant Foreman or Trucking Manager, must be notified the same day the load was delivered.
- Plant Foreman is to ensure all tickets match loads and check each ticket for accuracy.
- Any tickets not turned in at the plant sites have no guarantee of payment.

#### **TICKETS FOR MATERIAL HAULED TO JOB SITE LOCATIONS**

- A ticket is required and must be given to Job Superintendent for each load hauled to the job for every round.
- If ticket is lost, the Job Superintendent or Trucking Manager, must be notified the same day the load was delivered.
- Job Superintendent is to ensure all tickets match loads and check each ticket for accuracy
- Any tickets not turned in at the job sites have no guarantee of payment.
- Tickets are very important and needed at the job site for state Inspectors.

#### **BACKHAULING**

- The Trucking Manager, may allow for back-hauling in certain circumstances.
- Drivers are required to get written or verbal permission (text is an appropriate form of written communication) from the Trucking Manager, with every load that is back-hauled to a plant. Every load, every time.
- The Trucking Manager, will work with the Administrative Assistant to ensure each ticket to a back-haul was approved prior to being paid.
- Trucks are not allowed to stop working at one plant to back-haul to another plant without permission from the Trucking Manager, or Division Manager-Asphalt, Joey Lantrip.

#### **MILLINGS**

- The number of loads coming into the plants must be known and accounted for daily.
- The order of the trucks should be maintained. Drivers should make every effort to stay in order. If a truck gets out of order, the Plant Foreman will check with someone on the milling crew to identify and account for the order.

#### **PLANT PERSONNEL ON SITE FOR ALL DELIVERIES**

- Material drop offs may only happen when there is on site Plant Personnel to account for the load.
- The only person who may make an exception is the Division Manager-Asphalt, Joey Lantrip. This must be done in writing, via an email or text exchange.

#### **WAIT TIME**

- If you have wait time you must inform Trucking Manager via Text or Email that same day or else you will not get paid.



**SCHEDULE 3  
PRICING & PAYMENT TERMS**

Hauler shall invoice the applicable Contractor following the completion of each shipment. For invoice payment, tickets must be submitted to plant personnel in accordance with Schedule 2 policies. Payment of the amount due shall be made by Contractor within Five (5) Days of receipt of the invoice. **Contractor shall have no obligation to pay any invoice that is not presented for payment within Sixty (60) Days of a completed shipment.** Hauler shall be responsible for issuing payment to its drivers and shall submit with any such invoice any documents relating to the services covered by such invoice that Contractor may request. Payments shall be made in accordance with the schedule below, if any, or as otherwise agreed to in writing by the parties on per shipment basis.

Pricing varies by each individual load.

Haulers are paid weekly. Pay Week starts Sunday – Saturday

Invoices must be submitted no later than Tuesday(s) at 12:00PM (Noon). Invoices submitted after the deadline will be processed within the next payment cycle.

Invoices must be submitted with proper information needed or else invoice will be rejected.

Contractor and Hauler have executed this Agreement on the date written above.

**HAULER:**

\_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:**

**Overland Materials & Manufacturing, Inc**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_