



**Jointa Galusha, LLC
Pallete Stone Corp.**

Proud Members of the D.A. Collins Companies

2009 HAULERS AGREEMENT

1. OWNER AND VEHICLE INFORMATION

Check one (1) that applies to you:

_____ I own and drive one truck

_____ I own more than one truck and drive

_____ I own one truck, but do not drive it

_____ I own more than one truck and do not drive

A. OWNER INFORMATION:

Truck Owner: _____

Federal ID Number/ Social Security No: _____

Mailing Address: _____

Business Phone No: _____

CELL TELEPHONE NUMBERS WITH VOICE MAIL ARE REQUIRED.

Cell Telephone Number: _____ Nextel ID: _____

2. WAGE RATES:

IMPORTANT:

If you work "on-site" on Public Works jobs, which include: Federal, State or Municipal projects, you may have to pay your drivers the "posted prevailing wage rate" for the job.

Definitions you need to know to determine if you have to pay posted rates:

"Owner-Operator" - If you own a truck and drive, you are an Owner – Operator therefore, the posted wage rate does not apply whether you haul to the job or work on-site. Although, if you have employees that drive your truck(s), they may need to be paid the prevailing wage rate.

"On-Site" – For example, if you are hauling excavated or other materials from one part of a job to another, you are working "on-site". This requires the posted rate to be paid if it is a public project.

If you are hauling to or from a quarry, you are not considered to be working "on-site" and do not have to pay the prevailing (posted) wage rate.

3. PAYMENT TERMS

Properly completed paper work must be submitted by the **end** of the business day. Paperwork not submitted by the next business day will risk delay or loss of payment. Properly completed paperwork and invoices may be paid within 2 weeks.

4. OTHER PROVISIONS

The truck owner shall work under the same terms and conditions imposed on the contractor by the State of New York as these terms and conditions apply on items in the agreement, wages, hours and working conditions under which the contractor is required to work by reason of collective bargaining agreements and New York State specifications shall be in full force and effect as they apply to the truck owners items.

The Motor Carrier shall provide and maintain Workmen's Compensation and Employer's Liability Insurance for the protection of his employees, as required by the law of the employer. The Motor Carrier shall also provide and maintain in full force and effect during the term of this agreement, insurance (including, but no limited to, insurance covering the operation of automobiles, trucks, equipment or other vehicles) in a company satisfactory to the DA Collins Companies protecting the DA Collins Companies and the DA Collins employees against liability damages because injuries, including death, suffered by persons other than employees of the Motor Carrier and liability from damages to property, arising from and growing out of the Motor Carrier's operations in connection with the performance of this Agreement. Insurance certificate must specify General liability, Auto liability and additional insured.

Such insurance covering personal injuries or death and property damage shall be in the sum of not less than \$1,000,000.00 for each occurrence. The Motor Carrier's policy shall be the primary and the DA Collins Companies shall be the excess policy and shall not contribute with Motor Carrier's insurance. Motor Carrier shall provide a certificate naming each company they will be hauling for (Palette Stone, Jointa Galusha, DA Collins Construction, DA Collins Environmental Services, Kubricky Construction, and ESMI) as an Additional Named Insured on its Insurance Policy, required to be provided under this Agreement.

The Motor Carrier further agrees to indemnify and defend the DA Collins Companies against and save him harmless from any and all claims, suits, liability for injuries to reputations or to property, injuries to person, including death, and for any other claims, suits, or liability on account of any act or omission of the Motor Carrier or any of its officers, agents, employees and for every person working either directly or indirectly within the scope of this Agreement. And the Motor Carrier shall indemnify and defend the DA Collins Companies against, and save them harmless from, any and all loss, damage, costs, expenses and attorneys' fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions of this Agreement.

The Motor Carrier shall be responsible for obtaining all of the above types of insurance coverage's (with limits as referenced above) from their subcontractors, vendors and/or independent contractors (copies of these certificates shall be supplied to the DA Collins Companies. The Motor Carrier assumes all responsibility and all liability for the work, actions and/or inactions of their employees, agents, independent contractors and anyone and everyone working and acting either directly or indirectly under the terms of this Agreement.

D.A. Collins Group Companies will not be responsible for overloads or any other violations of the New York State Vehicle and Traffic Codes, pay scale or reporting requirements.

D.A. Collins Construction Co., Inc.
ESMI of New York, LLC

Jointa Galusha, LLC
D.A. Collins Environmental Services, LLC

Palette Stone Corporation
Kubricky Construction

I have received a copy of the rules and regulations provided by the DA Collins Companies which includes information on the Mine Site Hazards.

Truck Owner / Business Name

Truck Owner Signature

DBA _____

PRINT NAME: _____

DATED: _____

RULES AND REGULATIONS FOR HAULING FOR THE DA COLLINS COMPANIES

Please keep the following information in your records.

Required Paperwork:

A signed copy of this agreement, copy of your divisible load permit, a properly completed W-9, current insurance certificates (million dollars), naming DA Collins Companies as additionally insured then listing each of our companies (Pallette Stone, Kubricky Construction, Jointa Galusha LLC, DA Collins Construction, DA Collins Environmental Services, and ESMI).

If you are hauling for ESMI they will need a copy of your "Hazard Waste Transporter Permit".

Billing Information:

Properly completed invoices that are submitted by Monday at 8AM may be paid within two weeks. ***Trip tickets should accompany the invoices for back-up.*** The last work week of the month ending on the 31st must be billed on a separate invoice and not include work for the week of the 1st. Drivers are to submit their weekly bills to the company they are hauling for. An example would be materials hauled from Pallette Stone would be billed to Pallette. If materials are hauled from Jointa Galusha or Patten Mills, they will be billed to Jointa Galusha. Please note, a separate trip sheet may be required to be filled out if you are working for multiple companies ***in*** the same day. If you have questions regarding ***any*** billing information including who to bill and at what rate, ask your dispatcher.

Any site work performed will be billed at an hourly rate to the contractor in charge (unless specified otherwise).

Wait / Hold time WILL NOT be paid unless there is an accompanying authorization slip (trip ticket) signed by the in-field superintendent AND dispatcher.

PALLETTE STONE CORPORATION

Bill may be faxed to (518) 584-0868, mailed to PO Box 4550, Saratoga Springs, NY 12866 or dropped off at the Scale house at 373 Washington, Saratoga Springs.

KUBRICKY CONSTRUCTION CORPORATION

Bill may be faxed to (518) 792-2458, mailed to PO Box 3202, Glens Falls, NY 12801 or dropped off at the Kubricky Office at 238 Bay Road, Queensbury.

JOINTA GALUSHA LLC

Bill may be faxed to (518) 792-3145, mailed to PO Box 302, Glens Falls, NY 12801 or dropped off at the Scale House, 203 Warren Street, Glens Falls.

D.A. COLLINS CONSTRUCTION CO., INC. & D.A. COLLINS ENVIRONMENTAL SERVICES, LLC

Bill may be faxed to (518) 664-9609, mailed to PO Box 191, Mechanicville, NY 12118 or dropped off at the D.A. Collins office, 101 Route 67, Mechanicville.

ESMI

Bill may be faxed to (518) 747-1181, mailed or dropped off at 304 Towpath Road, Fort Edward, NY 12828.

Trip Ticket Completion

See the attached itemized sample trip ticket. All information is to be filled in.

If 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 trip tickets are completed legibly and consistently to 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 performed
5. Location truck is hauling from.
6. Type of materials being hauled
7. JWS or Hand ticket number
8. Tonnage / Yardage being hauled
9. Arrival time at Quarry, AP, CP, etc...
10. Departure time from Quarry, AP, CP, etc...
11. Arrival time at job site
12. Departure time from job site.
13. Pay Rate – Per hour, ton, cubic yard
14. Foreman's Initials and print name
15. Start Time/Finish Time
16. Signature and printed name of job site foreman. 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.
17. Driver's Name/Printed and Driver's signature

GENERAL INFORMATION

1. Worker protection of nighttime operations includes hard hats equipped with a minimum of 12 square inches of reflective tape on all four sides (i.e. 3 square inches per side) and vests and high visibility apparel with retro-reflective stripes and piping, white or silver in color, visible for a minimum of 1000 feet in all directions under headlight illumination.
2. All vehicles and equipment shall be equipped with rotating amber beacons which shall be visible for all directions for a minimum of 1000 feet during daylight hours.
3. Vehicles operating or parked on the pavement of a closed roadway or travel lane shall display 4-way flashers or amber beacons at all times.
4. All trucks display a minimum of 100 square inches of reflective tape on the rear. NO Pindle Hooks will be permitted.
5. Haul trucks display a 2 foot by 4 foot orange reflective sign with the legend "**CONSTRUCTION VEHICLE – DO NOT FOLLOW**"
6. **New York State Department of Transportation has advised us that they 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 to above mentions guidelines.**

DA COLLINS GENERAL SAFETY REQUIREMENTS

1. Drivers are required to wear hard hats at all times when outside of their vehicle.
2. Drivers are required to wear safety glasses when they are outside of their vehicle in all quarry settings.
3. A safety vest is required on all highway construction sites.

THESE ARE HAZARDS THAT CAN POTENTIALLY CAN AND/OR WILL OCCUR AT OUR MINES:

1. **Heavy equipment/traffic movement**-is continuous on the site. Please observe and obey posted speed limits and follow established traffic patterns.
2. **Hazardous road conditions**-watch out for large rocks and other debris in roadways.
3. **Dust**-there is a potential for dust created from crushers and blasts. It is advisable to avoid the dust or wear proper personal protective gear.
4. **Noise**-areas are posted where noise produced exceeds 85 decibels. When working in or near these areas, you must utilize hearing protection in the form of plugs or muffs.
5. **Loading area**-potential for falling material, equipment/traffic movement
6. **Falling material**-from equipment/vehicles/crushers/piles/highwalls
7. **Blasting**-done in designated areas only. Designated by cones and signs by the blasters to limit activity. ONLY authorized personnel are allowed in this area.
8. **Highwalls**-we scale the highwalls, but there is always the potential for loose and falling material, especially after blasts.
9. **Crushing equipment and conveyors**-being caught in, caught between, falls, struck by or contacted by any of our crushing equipment, conveyors, including material coming off the conveyors.
10. **Equipment fueling areas** for diesel fuel and gasoline. THERE IS ABSOLUTELY NO SMOKING IN THESE POSTED AREAS.
11. **Overhead wires** are marked. Please observe.

Hauler Initials____

HEALTH AND SAFETY STANDARDS TO BE FOLLOWED:

1. If you have had no direction, please stop at the scale house, see the scale clerk and sign in so you can be directed to the proper loading area.
2. Seat belts will be worn at all times.
3. Hard Hats and safety glasses will be worn on site at all times if you are out of your vehicle.
4. Our loaders are radio dispatched. They may be reached on channel 19.
5. Please use caution backing up. If you need a spotter, ask. Trucks must have a back up alarm in operable condition. Make sure you have a clear view.
6. Proper safety equipment will be worn in designated areas.
7. No truck or vehicle will be loaded unless the driver is in the vehicle.
8. Please remain with and in your vehicle at all times unless it is an emergency.
9. Drugs, alcohol and weapons are strictly prohibited on our premises.
10. Horseplay and/or recklessness will not be tolerated.
11. Pay attention to all warning devices and signs and signals.
12. Heavy equipment vehicles and loaded trucks have the right-of-way on site or in our quarries.
13. Fall Protection will be used in areas that pose a 6 foot fall or greater.
This includes a full body harness and two lanyards.
14. Stay out of restricted areas unless accompanied by an authorized person.
15. No smoking near fueling areas.
16. All rules and regulations will be followed.
17. Please be aware of your surroundings, equipment and especially people at all times.
18. You are subjected to personal OSHA/MSHA fines for not following guidelines.

MOTOR CARRIER SAFETY REGULATIONS

1. Maximum of 11 hours driving time per day.
2. Maximum of 14 hours on duty per day.
3. One day per week of 16 hours on duty providing driver is released from duty at original starting point. **Does not increase driving time.** If this exemption hasn't been utilized within previous 6 days unless following 34 hour restart.
4. Drivers must have minimum of 10 hours off between shifts.
5. Drivers must work no more than 60 hours in 7 days or 70 hours in 8 days.
6. Drivers must have 34 hours off before the clock restarts. (24 hours for construction vehicles)
7. Drivers must keep a log book when they are on duty for more than 12 hours of travel more than 100 air miles from home base/only for that day.
8. Driver must advise dispatch of hours worked for previous 7 days by providing log book records for the past seven (7) days or sheet filled out.

Revised 1/2009

Haulers Initials _____

STATEMENT OF MOTOR CARRIER/ DRIVER'S RESPONSIBILITY

Statistics show that qualified and dependable drivers have fewer accidents, and although it may not be measurable in dollars and cents, there is value generated by such drivers in safer working environments, better customer relations and other intangibles.

As a company that uses motor carriers quite regularly, New York State mandates that DA Collins Companies use discretion when hiring motor carriers. Part of that discretion is the requirement to carry \$1,000,000.00 of auto liability insurance and general liability insurance naming DA Collins Companies (namely Palette Stone, Kubricky Construction, Jointa Galusha LLC, DA Collins Construction, DA Collins Environmental Services, and ESMI) as additionally insured. Another discretionary measure is to communicate driver responsibilities to each motor carrier we use. We are using this document to communicate to every motor carrier the responsibilities for which they are accountable, this list is not all-inclusive nor are the requirements listed in order of importance.

To ensure acknowledgement and your agreement to abide by these requirements, please read each responsibility then sign and date at the bottom. Upon completion, return this form to Palette Stone Corp. for retention in your file. Thank you for your cooperation.

- I am responsible for the safe operation of the truck I drive. Safety is paramount at all times and must **never** be compromised.
- I am responsible for the safe and legal loading of the truck I drive.
- I am aware that full observance of State and Federal laws is the sole responsibility of the driver and I will abide by these laws.
- I will abide by the rules and regulations associated with working on New York State DOT and Thruway jobs and other restricted jobs that require strict adherence to safety guidelines. I am required to know the rules and abide by such rules in all cases. If I am not fully knowledgeable of the rules that apply to a certain job, I will ask.
- I am aware that I constantly encounter dynamic obstacles (traffic, traffic signals, road and site conditions) that could disrupt the flow of traffic. All of these obstacles, when not encountered by an alert driver at a safe speed, could prove harmful to the driver and others in the area. **Please Stay Alert!**
- I realize while driving a truck I am very visible to others within the communities I transit. It is very important that I maintain a positive and polite attitude toward the people in these communities through safe and courteous driving practices.
- I am aware that I must wear a hard hat when I am outside of the truck and while at the plant or quarry area. On the job, I am also required to wear a hard hat and ANSI Class II safety vest while outside of the cab.
- I am aware that all loads must be tarped and spreader plates must be cleaned before leaving the yard. Asphalt loads must be tarped with straps and pulled over the sides.
- I am aware that lubricating and cleaning truck bodies with any solutions other than those approved by DOT and EPA standards is prohibited.
- I am aware that I am not to leave my vehicle unattended on the job site.
- I am aware that I am not to enter, turn, or park in or on private parking lots and driveways near job sites.
- I understand that I am responsible to turn in a copy of any customer hourly ticket within 24 hours after receiving the ticket. Failure to comply with this policy may result in non-payment by the customer to both DA Collins Companies and myself.
- I am aware and understand that all corrections on tickets (correction sheets) must be done within 60 days from the original date on the ticket. I also understand that it is my responsibility to make sure that DA Collins Companies receives my correction information via a correction sheet within this 60-day period or I will not be paid.
- 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 DA Collins Companies.
- I am aware that I cannot wear shorts or cut off tee shirts at any time when working for DA Collins Companies.

Motor Carrier's Signature

Motor Carrier's Name Please Print

Driver's Signature

Driver's Name Please Print

Date: _____