



**SUB-HAULER REQUIREMENT CHECKLIST**

- Sub-Hauler Agreement (signed, dated, and completed)
- Current copy of Motor Carrier Permit
- Current copy of Driver’s License
- Copy of Social Security Card
- Current copy of Medical Card
- Current copy of CARB Certificate
- W-9 completed, dated, and signed
- Copy of BIT Program
- Current copy of Drug Certification
- Workers Compensation Insurance Certificate (If Applicable)
- Exemption on Workers Compensation Insurance Form (If Applicable)
- Owner Operator Certificate (If Applicable)
- Current copy of Union Card (If Applicable)
- Current copy of your Insurance Certificate naming:  
**PCA Trucking, LLC**  
**P.O Box 1802**  
**Bonita, CA 91908**  
 ... As an Additional Insured – **Provide Copy of Endorsement with Certificate**  
**PLEASE MAKE SURE SPELLING IS CORRECT.**

In addition, please indicate the current equipment utilized for this project:

| <u>Number of:</u>  | <u>Quantity</u> | <u>Ditch Gate</u> | <u>Chains</u> | <u>Tarp</u> |
|--------------------|-----------------|-------------------|---------------|-------------|
| ___ 10 Wheeler     | ___ Tons        | Yes / No          | Yes / No      | Yes / No    |
| ___ Super 10       | ___ Tons        | Yes / No          | Yes / No      | Yes / No    |
| ___ Booster        | ___ Tons        | Yes / No          | Yes / No      | Yes / No    |
| ___ Transfer       | ___ Tons        | Yes / No          |               | Yes / No    |
| ___ End Dump       | ___ Tons        |                   |               | Yes / No    |
| ___ Side Dump      | ___ Tons        |                   |               | Yes / No    |
| ___ Bottom Dump    | ___ Tons        |                   |               |             |
| ___ Flat Bed       |                 |                   |               |             |
| ___ Low Boy        |                 |                   |               |             |
| ___ Street Sweeper |                 | Model:            |               |             |
| ___ Water Truck    |                 | 2K Gallon         | 4K Gallon     | 6X6         |

D.B.E \_\_\_\_\_ D.V.B.E \_\_\_\_\_ Firm Name: \_\_\_\_\_ Firm #: \_\_\_\_\_



Please provide your company's most current information requested below:

Driver Name: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Office Phone #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

SSN/Federal Tax ID: \_\_\_\_\_

Motor Carrier Permit #: \_\_\_\_\_

Are you certified to haul hazardous materials?  Yes  No

If "Yes", provide information below:

**Department of Toxic Substance Control (DTSC)**

Hazardous Waste Transporter Registration #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**US Environmental Protection Agency (EPA)**

ID Certification with RCRA Identification #: \_\_\_\_\_

EPA RCRA Registration#: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Haz-Mat Transportation Permit ICC#: \_\_\_\_\_



**SUB-HAULER AGREEMENT**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**CARRIER: PCA Trucking, LLC** having principal place of business at:

P.O Box 1802, Bonita, CA 91908

And INDEPENDENT CONTRACTOR (hereafter "IC"): \_\_\_\_\_

Having principal place of business at: \_\_\_\_\_

**ARTICLE 1. TERM OF AGREEMENT**

**Section 1.01.** This agreement will become effective on \_\_\_\_\_ of 20 \_\_\_\_\_ and will continue in effect. It shall terminate upon three (3) days written notice of termination by either party, whichever is sooner. It also may be terminated in accordance with the provisions of Article 6 of this agreement.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

**Section 2.01.** It is the express intention of the parties that IC is an independent contractor and not an employee, agent, joint venture or partner of Carrier. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Carrier and IC, or any employee or agent of IC. Both parties acknowledge that IC is not an employee for state or federal tax purposes. IC shall retain the right to perform services for others during the term of this agreement.

**ARTICLE 3. SERVICES TO BE PERFORMED BY IC**

**Section 3.01. Specific Services:** Carrier desires to engage the services of IC for the bulk transportation of earth, rock, sand, gravel, asphaltic concrete, and other bulk construction or industrial materials capable of being transported in truck equipment and IC agrees, as an independent contractor, to provide such services. At such times as IC's services may be desired, Carrier shall request IC to provide the service and shall provide IC with a description of the bulk material to be transported and, within a reasonable time prior to the loading, the time and origin of loading and the destination for unloading of such material. Thereafter, IC will, without delay, cause said material to be picked up at origin and transported to the destination as designated by Carrier, or Carrier's agent or representative. Carrier shall have no control over the persons or the operation of any of the equipment used by IC in providing services under this agreement. However, all transportation services provided by IC shall be in accordance with all applicable State and Federal safety requirements. IC shall have the right to refuse to perform services on a project-to-project basis.

**Section 3.02. Time and Place of Work Route:** The parties to this agreement acknowledge that Carrier does not dictate the time and origin of loading or the destination of unloading of the bulk materials to be transported by IC. However, because the nature of the service to be provided necessitates, Carrier shall transmit that information from the contractor or other entity responsible for payment of the transportation charges ("Debtor") to IC within a reasonable time prior to the time these materials require movement. IC's selection of route shall maximize economic efficiency and insure compliance with the law.



**Section 3.03. Method of Performing Services:** IC will determine the method, details and means of performing the above-described services. Carrier shall have no right to, and shall not control the manner or determine the method of accomplishing IC's services.

**Section 3.04. Employment of Assistants:** IC may, at It's own expense; employ such assistants as IC deems necessary to perform the services required of IC by this agreement. Carrier may not control, direct or supervise IC's assistants or employees in the performance of those services. IC assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance, and other applicable withholdings.

#### **ARTICLE 4. COMPENSATION**

**Section 4.01.** Unless otherwise agreed to on a project-to-project basis by a "Supplemental Agreement". Carrier agrees to pay IC for the services performed by IC, compensation in an amount equal to not less than 90% of the rate established between Carrier and the contractor or other Debtor, responsible for payment of the transportation charges to Carrier for the specific transportation and any assessorial services provided and IC agrees to accept such compensation. Any other level of compensation paid by Carrier to IC shall be negotiated on a project to project basis and reduced to writing in a "Supplemental Agreement" to this agreement and which is to be executed by both parties. In recognition of the fact that construction transportation is often requested to be provided on short notice, any "Supplemental Agreement regarding the level of compensation and any other specific terms and conditions of the service, may be transmitted by facsimile and facsimile signatures on such a "Supplemental Agreement" shall be valid and binding in the same manner and to the same extent as signatures on an original document.

**Section 4.02. Invoices:** IC agrees that signed copies of all applicable shipping documents (e.g. freight bills, weight certificates, etc.) for services performed must be submitted on a daily basis. These shipping documents will serve as the principle accounting record of IC's service for the purpose of IC's compensation and it shall be IC's responsibility to provide complete and accurate information, which is sufficient to calculate compensation and to obtain all necessary signatures. Shipping documents which require signature but are submitted by IC to Carrier without signatures will be tendered by Carrier to the Debtor for payment but will not be paid by Carrier to IC unless Carrier is paid by said Debtor. In the event Carrier does not receive payment from the Debtor for unsigned shipping documents, no compensation to IC shall be made for the transportation covered by those documents.

**Section 4.03. Date and Procedure for Payment of Compensation:** Carrier shall pay IC the compensation specified in Section 4.01 less any authorized deductions, within seven (7) business days, after Carrier receives payment from Prime Contractor for the appropriate billing cycle provided that IC has submitted to Carrier on a timely basis, signed copies of the shipping documents as provided in Section 4.02.

Carrier will prepare a monthly settlement statement covering services performed under this agreement. The monthly statement and it accompanying settlement check for compensation due shall be binding unless written notice of any claimed disagreement is provided by IC to Carrier within (10) days after receipt of the settlement statement by IC. Failure to provide written notice of the disagreement within said ten (10) days, combined with cashing the settlement check, constitutes a waiver by IC of any claimed underpayment of compensation due.



**Section 4.04 IC Expenses:** IC shall be responsible for all costs and expenses incidental to the performance of services for Carrier, including but not limited to, all costs of equipment provided by IC, all fees, fines, bonds or taxes required of or imposed against IC, and all other of IC's costs of doing business. Carrier shall be responsible for no expenses incurred by IC in performing services for Carrier. More specifically, all IC's expenses related to, or incidental to the operation of IC's equipment (including but not limited to, fuel, oil, tires, tubes, the insurance costs of public liability, property damage, collision, cargo, and Workers' Compensation, repairs, maintenance, payroll and payroll related cost, if any,) shall be the IC's expense. IC shall not at any time incur indebtedness in the name of, or against Carrier unless authorized to do so in writing. If Carrier pays any expense for or on behalf of IC, IC agrees that Carrier shall deduct the amount of such expense from any compensation otherwise due IC pursuant to the provision of Article 4 of this agreement. IC also agrees that Carrier may withhold from IC such mandated fees as may be imposed on the transportation and required to be paid by Carrier to a government agency and, in such event, Carrier shall pay said fees directly to such government agency.

**Section 4.05. Additional Authorized Deductions From IC Compensation:** In addition to the deductions from IC compensation as previously specified in this Article 4, IC further authorizes Carrier to deduct from Compensation otherwise due IC,

1. Any charges for fuel, including all applicable fuel taxes and reasonable handling charge, for any fuel purchased by IC from Carrier.
2. Any specified trailer rental charges if IC rents trailers from Carrier.
3. Any cash advance made by Carrier to IC on compensation requested by IC but not yet due and payable, plus a \_\_\_\_\_% cash advance charge, unless said charge is prohibited by law or waived by Carrier, and any amount for which Carrier may be held liable by failure of IC to properly perform or otherwise conform the contractor, or other entity responsible for the payment of the transportation charges, because of loss of damage caused by IC, or by the failure of IC to complete or satisfactorily perform the agreed upon transportation (e.g. back charges).

## **ARTICLE 5. OBLIGATIONS OF IC**

**Section 5.01. Equipment and Instrumentalities:** IC will supply all equipment and instrumentalities required to perform the service under this agreement. IC is not required to purchase or rent any equipment, products or services from Carrier.

**Section 5.02 Workers' Compensation:** IC agrees to provide workers' compensation insurance for IC employees and agents if any, and agrees to hold harmless and indemnify Carrier for any and all claims arising out of injury, disability, or death of any of IC's employees or agents. IC's workers' compensation insurance shall remain in effect throughout the period a list of all employees covered by the workers' compensation policy. IC recognizes and agrees that neither IC nor IC's employee or agents are not entitled to make a claim under Carrier's policy.

**Section 5.03. Indemnification of Liability:** To the fullest extent permitted by law, IC shall indemnify and hold Carrier harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of IC or IC's assistants, employees or agents, including all claims relating to the death or injury of any person or damage to any property. IC agrees to maintain a policy of public liability and property damage insurance in the minimum amount of one million dollar liability insurance (\$1,000,000) to cover any such claims. IC shall have Carrier named as an additional insured under said public liability and property damage policy



or policies and shall provide Carrier a copy of the endorsement from the insurance company. IC agrees that said insurance coverage should not be cancelled for any reason without thirty (30) days written notice to Carrier. The indemnity provision included in this agreement shall not be limited by insurance requirements or actual limits of coverage, or by any other provision of this agreement.

**Section 5.04 State and Federal Taxes and Other Withholdings:** As IC is not Carrier's employee; IC is responsible for paying all required state and federal taxes and any other applicable payroll withholdings. In particular:

- Carrier will not withhold FICA (Social Security) from payments to IC;
- Carrier will not make state or federal unemployment insurance contributions from payments to IC;
- Carrier will not withhold state or federal income tax from payments to IC;
- Carrier will not make disability insurance contributions on behalf of IC; and
- Carrier will not obtain workers' compensation insurance on behalf of IC.

**Section 5.05 Governmental Authorization and Licenses:** IC is the holder of all Federal, State, and local licenses and other authorizations, which are necessary for the performance of the service(s) covered by this agreement. IC warrants that it will continue to hold such governmental licenses and other authorizations in full force and effect at all times for the duration of this agreement.

**Section 5.06 Equipment and Compliance with Laws and Regulations including Safety:** The equipment in which IC will use in performing the services covered by this agreement is listed on the attached "Equipment Operated" schedule. IC agrees to modify said schedule and immediately provide new schedule to Carrier as equipment is added to or deleted from the schedule as presently attached hereto. IC will continuously insure all of the equipment it operates in accordance with the insurance provision of this agreement and will operate and maintain such equipment in compliance with all applicable laws, rules, and regulation applicable to the type of equipment being operated. Further, and with respect to safety, IC shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for the safety of his employees and any assistants or suppliers of equipment to perform the trucking work covered by this agreement in a safe, responsible and lawful manner. IC shall specifically have procedures in place to ensure that all vehicles used to provide the work covered by this agreement are in safe operating condition and that they are operated on the project(s) covered by this agreement in compliance with all provisions of the California Vehicle Code (including the "BIT" program and the "Pull Notice" program) as well as the regulation contained in the Title 13 of the California Code of Regulations or Federal DOT Regulations related to motor carrier safety. IC agrees to accept responsibility for any violation of law by IC or his employees or agents. Upon request, IC will provide Carrier with current "Driver Record Information" report as issued by this California Department of Motor Vehicles and covering IC's own driving record as well as the driving records of IC's employee drivers, if any.



## **ARTICLE 6. TERMINATION OF AGREEMENT**

**Section 6.01 Termination on Occurrence of Stated Events:** This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Sale of Business of either party;
3. Death of either party.

**Section 6.02 Termination by Carrier for Default of IC:** Should IC default in the performance of this agreement or materially breach any of its provisions, Carrier, at Carrier's option, may terminate this agreement by giving written notification to IC. For the purposes of this section, material breach of this agreement shall include, but not be limited to, the following: failure to supply the equipment agreed to be supplied to perform the work, failure to comply with laws and regulations as specified in Section 5.07, failure to keep in effect the insurance required by this agreement at all times, and failure to perform the transportation work in a satisfactory manner.

**Section 6.03. Termination for Failure to Make Payments:** Should Carrier fail to pay IC all or any part of the compensation set forth in Article 4 of this agreement on the date due, IC, at IC's option, may terminate this agreement if the failure is not remedied by Carrier within five days from the date payment is due.

## **ARTICLE 7. SUPPLEMENT TO AGREEMENT**

**Section 7.01.** Because the costs, conditions, complexities, and demand for truck carrier service vary from project to project and change depending on economic and seasonal factors, this agreement has been prepared with the expectation that it will normally be supplemented with a written "Supplemental Agreement" stating the specific compensation and other terms and conditions mutually agreed upon for each individual work project for which transportation and any related accessorial services may be requested of IC by Carrier during the term of this agreement. As is specified in the Section 4.01 to this agreement, and in recognition that truck service is often requested to be provided on short notice, any written "Supplement Agreement" covering specific compensation and any other specific terms and conditions of service by IC, my, in addition to other means of delivery, be transmitted by facsimile and facsimile signatures of IC and Carrier on any such "Supplement Agreement" shall be valid and binding in the same manner, and to the same extent as signatures on an original document.

## **ARTICLE 8. GENERAL PROVISION**

**Section 8.01 Assignment of Work:** IC shall not, without written consent of the Carrier, assign or transfer all or any portion of the work required by this agreement, nor assign any payment hereunder to others. However, IC may engage other independent contractor trucking companies to assist in the performance or the work. In such case, however, IC shall continue to be solely responsible to Carrier for the full and faithful performance of the contract work and for ensuring that all of the terms and conditions of this agreement applicable to IC are fulfilled.

**Section 8.02 Claims Resolution:** Any claims resolution procedure incorporated in a written agreement between Carrier and the entity or agency responsible for payment of transportation charges to Carrier (Debtor) shall be deemed incorporated into this agreement, and shall apply to any disputes arising hereunder. In the absence of a claims resolution procedure in the Carrier-Debtor agreement, the parties shall not be obligated to utilize arbitration or any non-



judicial method of dispute resolution. In any dispute resolution proceeding between the parties to this agreement, the prevailing party shall be entitled to recover attorneys' fees in addition to any other relief.

**Section 8.03 Notices:** Any notices to be given by either party to this agreement to the other party may be affected either by personal delivery in writing or by mail. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

**Section 8.04 Partial Invalidity:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 8.05 Attorneys' Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fee which may be set by the court in the same action or in separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**Section 8.06 Governing Law:** This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at \_\_\_\_\_, California on the date and year first above written.





**CARRIER:**

(Name of Carrier/DBA): PCA Trucking, LLC

(Type/Print Name): Angelica Mercado

(Title): Operations Manager

**INDEPENDENT CONTRACTOR:**

Name of Carrier/DBA) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Type/Print Name) \_\_\_\_\_

(Title) \_\_\_\_\_



**EXEMPTION ON WORKERS' COMPENSATION INSURANCE**

The undersigned affirms that he/she is not required to provide Workman's Compensation insurance under the provisions of the State of California Workman's Compensation Law for the following reason:

I do not have any employees

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

Print Your Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Upon completion please email/fax or mail completed packet to address below:

**PCA Trucking, LLC.**

**P.O Box 1802**

**Bonita, CA 91908**

Thank you for your prompt cooperation!



**DRUG & ALCOHOL CONSORTIUM AGREEMENT / AUTHORIZATION TO RELEASE INFORMATION**

I, \_\_\_\_\_, agree to allow PCA Trucking, LLC, which may “assign” the operation of my vehicle, access to my drug and alcohol consortium information.

Consortium Name: \_\_\_\_\_ ID #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ SSN: \_\_\_\_\_

To be provided to: **PCA Trucking, LLC**  
**P.O Box 1802**  
**Bonita, CA 91908**

The Consortium will provide the following information: Notification of:

- Participation in Consortia
- Non-Compliance – Failure to Test & Positive Results
- Re-Compliance
- Termination of Service