



30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

### **Trucking Service Agreement - Checklist**

We, at Equipment Transport Sand & Gravel, Inc., are pleased that you have made the choice to work with us. Please help by taking the time to read the attached, sign, and return the necessary information promptly.

**The following information is required with the signed Trucking Service Agreement:**

**\*Please initial next to each document/statement below.**

- ☐ Insurance information: This includes Auto Liability, General Liability and Work Comp Coverage.  
**NOTE: WORK COMP IS MANDATORY IF ANYONE OTHER THAN THE OWNER IS DRIVING.**
- ☐ Signed Trucking Service Agreement
- ☐ Swift # \_\_\_\_\_
- ☐ DOT # \_\_\_\_\_
- ☐ ITO/MTO Information Form
- ☐ Certification of Compliance with Worker's Compensation Law Form
- ☐ Completed W-9
- ☐ Fuel Program Form
- ☐ Prevailing Wage Requirements Form
- ☐ Prevailing Wage Hold Harmless Form
- ☐ Trailer Tarp Agreement Form
- ☐ Truck Repair Deduction Authorization Form
- ☐ Emergency Contact Form
- ☐ Paperwork Guidelines Form
- ☐ Receipt of Paperwork Guidelines Form
- ☐ I (Independent/Multiple Truck Owner) am in compliance with all FMCSA Safety Regulations

**\*\*ALL DOCUMENTATION MUST BE RECEIVED BEFORE WE ARE ABLE TO PROCESS YOUR SETTLEMENT.**

Additional Notes for Office Use:

Truck Type:

Name:

Phone Number:

Email:



30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

## **TRUCKING SERVICE AGREEMENT**

Equipment Transport Sand & Gravel, Inc. ("ETSG") and \_\_\_\_\_  
("ITO") hereby agree as follows:

1. **Purpose; Scope.** ITO will provide certain trucking services to ETSG from time to time for the transportation of sand, gravel, rock, bituminous mix, and other aggregate materials (the "Services"), subject to the terms of this Trucking Service Agreement (the "Agreement"). The Services shall consist of the pickup of materials at the pit or customer beginning location and the delivery and unloading at the customer end location.
2. **Rates.** Specified dates and the rate of compensation to be established by mutual agreement of parties in and for each instance.
3. **Independent Contractor.** ITO is, for all purposes, an independent contractor pursuant to this Agreement. ITO operates a separate and independent business and is available to work for any party offering acceptable work. ITO has no employer/employee relationship with ETSG and works solely as an independent business or corporation. Neither the ITO, nor any person employed by the ITO shall be in any way considered an employee of ETSG for any purpose. It is understood that the ITO is also responsible, if applicable, for all withholding of income, FICA, and Federal and State Taxes in accordance with Federal and State laws and all other withholdings required by State and Federal laws. All matters governing the terms and conditions of employment of ITO's employees are entirely under the control and responsibility of ITO. ITO is not granted any right or authority to create any obligations, expressed or implied, on behalf of ETSG or to bind ETSG in any manner whatsoever.
4. **Insurance.** During the term of this Agreement, ITO will maintain at all times the following types, and with the following minimum limits, of insurance coverage covering ITO's activities and obligations hereunder:
  - A. General Liability Coverage - \$1,000,000.00 combined single limit / \$1,000,000 per occurrence;
  - B. Automobile Liability Insurance Coverage - \$1,000,000.00 combined single limit / \$1,000,000 per occurrence;
  - C. Uninsured/Underinsured Motorist Coverage –Statutory minimum;
  - D. No-fault/Personal Injury Protection Coverage –Statutory minimum;
  - E. \$45,000 in coverage of Physical Damage as well as Comp/Collision Coverage for a Non-Owned equipment or unspecified trailer;
  - F. Worker's Compensation-Statutory; and
  - G. Tarp insurance is recommended but not required.

Except as may otherwise be provided herein, ETSG shall be named as an Additional Insured on ITO's General Liability and Automobile Insurance Coverage policies. In addition, ETSG shall be designated as the Loss Payee for the coverage for damage to a Non-Owned equipment or trailers, specified in Subsection F above. The ITO agrees to provide ETSG with the Certificate of Insurance identifying the above coverage prior to beginning performance under this Agreement and to provide such Certificate of Insurance coverage annually thereafter. ITO shall further provide ETSG a minimum of thirty (30) days written notice prior to cancellation or other modification of any insurance coverage required hereunder, and each policy shall identify ETSG as an entity to be provided notice and that no cancellation or other material change in its terms or conditions shall be effective unless thirty (30) days prior written notice has been given to ETSG.

5. **Trailer Use.** The parties acknowledge that ETSG may provide ITO with the possession and use of certain trailers (the “Trailers”) to provide the Services hereunder. ITO shall have exclusive possession, control, management and use of the Trailers when operated by ITO.

- A. ITO shall be liable for any loss or damage to the Trailers, however caused, while in use under the terms of this Agreement. ITO is responsible for regular repair and maintenance of Trailers under the control and possession of the ITO. Responsibility includes the following: brake adjustments, weekly greasing of axle components, daily greasing of gates, filling oilier daily, inspecting air pressure and tires daily, and general inspection of the unit. Any repairs incurred due to neglect of maintenance will be charged back to the ITO and deducted from the amounts owed ITO hereunder.
- B. ITO shall be responsible for all tow and attendant charges arising out of ITO’s use and possession of any Trailers hereunder. In addition to responsibility for payment for all repairs and damages, the ITO will be assessed a fee of \$200.00 per day for loss of revenue due to a Trailer’s down time resulting from the ITO’s use and possession of the Trailer.
- C. Any unauthorized use of a Trailer or any other ETSG equipment by the ITO is prohibited and may result in termination of this Agreement and/or additional fees. All Trailers must be returned clean or a \$100.00 wash fee and/or a \$100.00 clean out fee will be charged.
- D. ITO shall ensure Trailers are kept and maintained according to USDOT and FMCSA standards. If the ITO removes its equipment or Trailer off the job, or if equipment or a Trailer is placed out of service, ITO shall pay ETSG an amount equal to \$200.00 per day, for each day the equipment or Trailer is off job site or out of service. This will also occur if a power unit, Trailer, or other equipment is RED TAGGED by the governmental agency. **Examples: Due to lack of maintenance on power unit and trailer, Expired Medical Card, Expired Tabs, and Expired Annual Permit.**
- E. ITO is solely responsible for the return of the trailer to ETSG. If the trailer is not returned, the ITO will assume all costs incurred for its return and those costs will be deducted from the settlement.

**6. ITO Obligations.** In addition to its identified obligations hereunder, the parties agree as follows:

- A. ETSG is not responsible for any damages to any property owned by the ITO while said property is on the premises of ETSG. Except as provided herein, ITO shall furnish trucks and equipment owned or leased and operated by the ITO and driven by qualified personnel of the ITO.
- B. ITO shall ensure compliance with all applicable federal, state, or local laws and regulations, including any permitting, authority or licensure requirements. ITO shall specifically ensure its equipment, including the Trailers, are only operated by personnel qualified to operate said equipment. ITO shall likewise ensure compliance with all U.S. Department of Transportation (USDOT) and Federal Motor Carrier Safety Administration (FMCSA) laws and regulations, including driver qualification and drug and alcohol testing requirements.
- C. ITO agrees that ETSG is not responsible for overweight tickets. ITO is responsible for making sure gross weight does not exceed the legal limit per DOT regulations. ITO shall be responsible for the payment of all fines, penalties or other violations associated with any federal, state, or local laws or regulations.
- D. ITO shall own, or otherwise maintain exclusive use, possession, and control over its equipment, including power units necessary to provide the Services hereunder. ITO is responsible for maintenance of their own equipment and bears the principal burden of the operating costs, including fuel, repairs, supplies, vehicle insurance and personal expenses while on the road, and supplying the necessary personal services to operate their equipment.
- E. It is the responsibility of the ITO to have a back-up alarm and yellow flashing light in proper working condition on all equipment prior to starting any work of ETSG. ITO must further comply with all job site rules, regulations and protocols, including the use of hard hats, safety vests and work boots, which should be always available and present in ITO's equipment.

**7. Required Documentation.**

- A. At ETSG's request, ITO shall immediately provide all information and documentation necessary for ETSG to verify that ITO is meeting all obligations under this Agreement. This includes but is not limited to monthly trucking reports, and certified payroll reports. **Payment will not be released until these are received and verified.**
- B. ITO agrees to turn in daily job haul tickets and the weekly haul card to the ETSG office **no later than 7 AM on the following Monday for work performed the previous week, including Saturday work.** ETSG's work week is Sunday through Saturday. ITO agrees to the \$10.00 per day per ticket late ticket fee incurred for daily job haul tickets and weekly haul cards that are not turned in on time. Haul cards and tickets can be emailed to [office@equipmenttransport.us](mailto:office@equipmenttransport.us). Any tickets received without a haul card will not be paid to the ITO. Any tickets received 30 days or older from the date worked will not be paid to the ITO by ETSG.
- C. All required documentation must comply with the Paperwork Guidelines as set forth on Exhibit A, as applicable.

## 8. Payments and Deductions.

- A. Subject to ETSG's receipt of all required documentation, ETSG shall pay ITO on a weekly basis. Payments will be accompanied by an itemized settlement detailing the amounts payable less deductions as provided hereunder. As noted herein, authorized deductions include, but are not limited to, fuel, advances, and repair charges. After 30 days, a finance charge of 1.5% per month (18% per Annum) shall be due upon the amount of any charge which has not been paid when due.
- B. ETSG may chargeback to ITO adjustments imposed by a job site contractor or responsible party. ITO agrees that ETSG is not responsible for any adjustments in settlement (chargebacks, overpayments) imposed by a Job Site Contractor.
- C. ITO may charge to an ETSG account with prior permission from ETSG, including but not limited to parts, repair, and maintenance. **A purchase order must be issued before any purchases or services are provided.** Any charges will be deducted directly from any amounts owed ITO and will incur a service fee of 10%. Any unauthorized charges will result in a 25% fee.
- D. ETSG has a fuel program available for all trucks. New ITO's must run a complete shift before the fuel card will be issued. **Fuel is deducted out of the payments owed for the week in which the work was performed or later if necessary, to recoup in full. The fuel program runs weekly Sunday through Saturday. The fuel program fee is 2.00% surcharge for using the Fuel Card. All ITO trucks will be subject to the terms of the fuel card agreement regardless of card usage. This program is for DIESEL fuel usage in your semi-truck running on ETSG jobs only. Any other use, such as unleaded fuel for personal use, may result in a 25% penalty charge per occurrence and or possible termination of the fuel program. Fuel receipts must be submitted weekly with the haul card. Missing fuel receipts will result in a 50% fuel purchase penalty.** ETSG is considering a wash program for trailers. Included in the wash program will be the option to wash the power unit for an additional charge to the ITO. This charge will be deducted from the weekly settlement. In the interim, reimbursements for trailer washes are allowed, not to exceed \$30.00 per week per trailer. A receipt must be submitted with your haul card for reimbursement of trailer washes.
- E. ETSG provides parking in the yard. The fee is: \$200.00/month.

Upon termination of this Agreement, the parties agree that ETSG has the right to withhold the payment owed on any final settlement for up to but no longer than 90 days to ensure that all applicable charges have been charged back to ITO. **If monies owed to ETSG or ETI Truck Repair, Inc. are more than the settlement amount, the ITO shall remit balance due in full within 10 business days.**

9. Indemnification. ITO will defend, indemnify, and hold ETSG harmless for any loss, expense, deductible, claim or fine which ETSG may occur as a result of injuries or property damage sustained by the ITO, or any of the ITO's employees, or any other third party arising out of the acts of the ITO or its failure to comply with the terms and conditions of this Agreement. ITO assumes the entire responsibility and liability, to the fullest extent permitted by law, for all damages or injuries to all persons, whether employees or otherwise, and to all property resulting from or in any manner connected with the execution of the work provided for in this Agreement. Further the ITO, to the fullest extent permitted by law, agrees to indemnify and save harmless ETSG, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which ETSG may be or may be claimed to be liable and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the ITO further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provisions of this paragraph.

- 10. Termination.** This Agreement may be terminated by ETSG at any time upon written notice to the ITO. This Agreement may be terminated by the ITO hereto upon a ten (10) business day written notice to ETSG. The notice of the termination may be delivered to ETSG by facsimile transmission, hand delivery, or by certified mail. In the event the notice is sent by certified mail, the ten (10) business day period will not begin until the end of the third day after the mail is posted. If the ITO does not supply a ten (10) business day written notice, ETSG reserves the right to charge a \$200.00 fee per day up to the tenth business day for lost revenue on the ETSG trailer. If at the time that the termination notice is presented by either party, the ITO is pulling a Trailer, the ITO agrees to transport and leave the Trailer at a location designated by ETSG. ITO agrees that if they fail to comply with this requirement, ETSG may pursue any legal remedies available, including, but not limited to, recovery of any associated cost, expenses, incidental and consequential damages incurred as a result of noncompliance. A fee of \$200.00 per day will be assessed, beginning on the date following the date that the notice of termination has been provided, if the trailer is not returned to the location designated by ETSG. In addition, the ITO agrees to pay all attorney's fees and costs incurred by ETSG in bringing any such action in pursuit of its legal remedies. After the ten (10) business day period has expired, ETSG's only responsibility to the ITO will be to pay the ITO on the same pay any final amounts owed as set forth in Section 8. ETSG shall not be responsible for any costs, expenses, loss of business, incidental and consequential damages, or any other damages incurred by the ITO as a result of or related in any way to the termination of this agreement. Termination of this agreement by the ITO does not waive any legal remedies ETSG may have for failure of the ITO to adhere to its terms prior to the effective date of termination.
- 11. Non-Solicitation.** For a period of two (2) years following termination of this Agreement, ITO shall not, directly, or indirectly, solicit, provide, or otherwise do business with or on, any customer, contractor, shipper, consignee, vendor, or supplier of ETSG, or otherwise perform any work on any work site or project for which ITO provided Services. In the event of breach of this provision, ETSG shall be entitled to a commission of fifteen percent (15%) of the gross transportation revenue (as evidenced by transportation documentation) received by ITO. Additionally, ETSG may seek injunctive relief and in the event it is successful, ITO shall be liable for all costs and expenses incurred by ETSG, including, but not limited to, reasonable attorney's fees, costs, and disbursements.
- 12. Acknowledgement.** By signing this Agreement, ITO acknowledges that it has read and agrees to terms of this Agreement. Any misrepresentation or false information will be grounds for immediate termination of this Agreement. Any violation of the terms and conditions of this Agreement will be considered a material breach of this Agreement.
- 13. Assignment.** This Agreement may not be assigned by the ITO without the prior written consent of ETSG. This Agreement shall be binding upon and insure to the benefit of the heirs, successors, and assigns of the parties hereto. All parties signing this Agreement are fully authorized to do so. A photocopy of this Agreement shall have the full force and effect of the original.
- 14. Governing Law, Jurisdiction and Venue.** This Agreement shall be construed according to first to the federal law otherwise the law of the State of Minnesota and constitutes the entire understanding of the parties hereto, and all prior representations and agreements are terminated or merged herein. The parties agree that state or Federal courts located within the State of Minnesota, County of Washington, shall have personal jurisdiction over the parties and subject matter jurisdiction over any disputes under this Agreement. The parties further agree that any and all disputes hereunder shall be venued exclusively in the courts situated within the State of Minnesota, County of Washington.

**Independent/Multiple Truck Owner**

Signature \_\_\_\_\_

Title \_\_\_\_\_

Owner's Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

Driver's License # \_\_\_\_\_

DOT # \_\_\_\_\_

SWIFT# \_\_\_\_\_

**Equipment Transport Sand & Gravel, Inc.**

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**\*\*The SWIFT# is required. If you need any assistance obtaining this information, please contact our office and we will be happy to assist you with the process.**

Office Phone: 651-272-5145

Fax: 651-233-2139

Email: [office@equipmenttransport.us](mailto:office@equipmenttransport.us)



30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

### Independent/Multiple Truck Owner Information

Checks will be written to: \_\_\_\_\_  
If you are a business the check must be written to the business, not your personal name.

Address checks will be mailed to: \_\_\_\_\_

☐ I prefer to pick up my check at the office: 30233 Stacy Ponds Drive Stacy, MN 55079  
(Checks are ready for pickup after 4:00 PM on Fridays)

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

SSN: \_\_\_\_\_ FEIN: \_\_\_\_\_

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

### Equipment Information

| Unit # | Plate # | Year | Make | Tractor | Quad | Quint | Trailer # |
|--------|---------|------|------|---------|------|-------|-----------|
|        |         |      |      |         |      |       |           |
|        |         |      |      |         |      |       |           |
|        |         |      |      |         |      |       |           |
|        |         |      |      |         |      |       |           |
|        |         |      |      |         |      |       |           |
|        |         |      |      |         |      |       |           |
|        |         |      |      |         |      |       |           |
|        |         |      |      |         |      |       |           |
|        |         |      |      |         |      |       |           |

Please identify your company below:

\_\_\_ Independent Truck Owner – One truck driven by sole owner.

\_\_\_ Multiple Truck Owner – Multiple trucks, multiple owners, or single truck owner(s) with hired driver(s).



**Request for Taxpayer  
Identification Number and Certification**

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

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|  |   |  |
|--|---|--|
| Print or type.<br>See Specific Instructions on page 3. | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  |  |
|  | <b>2</b> Business name/disregarded entity name, if different from above.  |  |
|  | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|  | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>   |  |
|  | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.   | Requester's name and address (optional)  |
| <b>6</b> City, state, and ZIP code                     |   |  |
| <b>7</b> 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |  |  |  |   |  |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |  |  |  |
|                                       |  |  |  | - |  |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |  |  |  |
|                                       |  |  |  | - |  |  |  |  |  |

**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.

|                  |                                 |             |
|------------------|---------------------------------|-------------|
| <b>Sign Here</b> | <b>Signature of U.S. person</b> | <b>Date</b> |
|                  |                                 |             |

**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).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

## Certification of Compliance with Worker's Compensation Law

Full Business Name: \_\_\_\_\_

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

FEIN #: \_\_\_\_\_ SSN: \_\_\_\_\_ State ID: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Worker's Compensation Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Dates of Coverage \_\_\_\_\_ to \_\_\_\_\_

\*\*Please have your agent fax a copy of your coverage to 651-233-2139 or email to [office@equipmenttransport.us](mailto:office@equipmenttransport.us).

**OR**

I certify that I am not required to carry worker's compensation insurance because: (check **one**)

\_\_\_\_ I am a sole proprietor and have no employees.

\_\_\_\_ I have no employees who are covered by worker's compensation law.

I certify that the information provided above is accurate and complete.

\_\_\_\_\_  
Independent/Multiple Truck Owner Signature

\_\_\_\_\_  
Date

\*No local licensing agency, other person, or organization acting as an intermediary to deliver this to the department of labor and industry shall be responsible for accuracy of the information provided by the person signing.



---

30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

## Fuel Program

I have opted into the fuel program at Equipment Transport Sand & Gravel, Inc. and have received my card.

I understand the fuel is deducted out of the settlement for the week in which the work was performed, or later if necessary, to recoup in full. There is a 2.00% surcharge for using the fuel card. The fuel program runs weekly Sunday through Saturday. All trucks in the Independent/Multiple Truck Owner's fleet will be subject to the terms of the fuel card agreement regardless of the card usage.

I understand the fuel card is intended for DIESEL fuel usage in my semi-truck while running on Equipment Transport Sand & Gravel, Inc. jobs only. I am aware that if I abuse this privilege there may be a 25% penalty charge per occurrence and my fuel card may be terminated.

I understand that there is a maximum daily dollar limit and if I fuel above that limit, I am responsible to pay the difference at that time to the fueling station.

**Independent/Multiple Truck Owner agrees that any original fuel receipts that are not turned in by 7 AM Monday morning and written on the haul card may incur a 50% penalty of the missing fuel receipt amount.**

---

Independent/Multiple Truck Owner Signature

---

Date

Fuel Card #: \_\_\_\_\_

Pin: \_\_\_\_\_



30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

## **Prevailing Wage Requirements**

Davis-Bacon and Related Acts  
(40 USC §276a; 29 CFR Parts 1, 3, 5, 6 and 7)

### **Reporting**

Each covered contractor and subcontractor must, on a weekly basis, provide the federal agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period. Each payroll submitted must be accompanied by a "Statement of Compliance." The contractor, subcontractor or the authorized officer or employee of the contractor or subcontractor who supervises the payment of wages must sign the weekly statement. Statements of Compliance are to be made on the form **WH-347 "Payroll (For Contractors Optional Use)"** or on any form with identical wording. This must be completed within seven days after the regular pay date for the pay period.

Contractors may also be asked to submit, via survey, wage data that may be used by the Wage and Hour Division to determine the locally prevailing wage rates that will apply to workers on Davis-Bacon and DBRA-covered projects. The submission of wage data is encouraged, but voluntary. Contractors and others may use the **WD-10 Form, Report of Construction Contractor's Wage Rates**.

### **Penalties/Sanctions**

Contractors or Subcontractors found to have disregarded their obligations to employees, or to have committed aggravated or willful violations while performing work on Davis-Bacon covered projects, may be subject to contract termination and debarment from future contracts for up to three years. In addition, contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid wages and liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA).

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions by Administrative Law Judge's with the Department's Administrative Review Board. Final Board determinations on violations may be appealed to and are enforceable through the federal courts.

Falsification of certified payroll records or the required kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment.

**\*\*\* I understand that if I am found not paying an employee prevailing wage rates, Equipment Transport Sand & Gravel, Inc. or Equipment Transport, Inc. will deduct funds from my check to pay the employee directly and I will be automatically TERMINATED.**

\_\_\_\_\_  
Independent/Multiple Truck Owner Signature

\_\_\_\_\_  
Date



---

30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

### **Independent Contractor Prevailing Wage Hold Harmless**

1. Independent/Multiple Truck Owner agrees to pay the prevailing wage and/or Minimum Truck Rental Rates pursuant to Minn. Stat 177.41-177.44, Rules 5200.1105 and 5200.1106 or the Federal Prevailing wage to all Independent Contractor's employees or Independent Truck Owners.
2. Independent/Multiple Truck Owner has received and read Minn. Stat 177.4-1-177.44, Rules 5200.1105 and 5200-1106 and agrees to comply with the record keeping requirements found in Rules 5200.1106 Subp. 9 and 10 as requested by the Company.
3. Independent/Multiple Truck Owner agrees to hold the Company harmless from any loss or expense the Company occurs if the Company is held responsible for the Independent/Multiple Truck Owner employee wages of the Minimum Truck Rental Rate.
4. Independent/Multiple Truck Owner agrees to have the Company immediately withhold from the Independent/Multiple Truck Owner monies due to the Independent/Multiple Truck Owner for incorrect payment of employee wages or Minimum Truck Rental Rate.
5. Independent/Multiple Truck Owner understands that the willful falsification of any of the information that the Independent/Multiple Truck Owner provides pursuant to Item 2, above may subject the Independent/Multiple Truck Owner to civil or criminal prosecution under federal and/or state law. See Minnesota Statute 168, 161315, Subdivision 2, 177.43, Subdivision 5, 177.44, Subdivision 6, 609.63: or United States Code 18 D.S.C. 100131 U.S.C. 231, CFR5.

---

Please Print  
Independent/Multiple Truck Owner

---

Date

---

Signature  
Independent/Multiple Truck Owner

\*\*Copies of the above statutes can be found at [www.revisor.mn.gov](http://www.revisor.mn.gov)



---

30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

## **Trailer Tarp Agreement**

**ALL TRAILER TARPS MUST BE USED.**

As the Independent/Multiple Truck Owner, you are solely responsible for keeping the tarp on your trailer in good repair and working condition. ANY and ALL damages to the tarp due to dumping through, tearing fabric or bending tubes, and due to turning with the tub in the air, are your responsibility.

This includes but is not limited to:

- Tears in the tarp itself
- Bars
- Handles
- Mountings
- Tubes

Should you sustain damage to any portion of the tarp, due to your operating error or due to not maintaining it properly, it is your responsibility to have it repaired at your expense. Some side dump trailers are equipped with a tarp safety switch. The tarp safety switch does NOT release the Independent/Multiple Truck Owner from responsibility for any damages to the tarp. This includes damages incurred from dumping through the tarp.

Should you return the trailer with damage to the tarp and/or any mechanisms of the tarp you will be charged accordingly for repairs or replacements deemed necessary by Equipment Transport Sand & Gravel, Inc.

Tarp insurance is available by most insurance carriers if you choose to add this to your policy. If you choose not to carry insurance coverage, any expense will be out of your pocket.

**I have read and fully understand the above information and agree that if damage should occur while the tarp is being used by me, I will repair, replace, and pay for any damage sustained while in my use.**

---

Independent/Multiple Truck Owner Signature

---

Date





---

30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

## Truck Repair Deduction Authorization

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

I, \_\_\_\_\_, authorize Equipment Transport Sand & Gravel, Inc. to deduct any monies owed to ETI Truck Repair, Inc., including third party charges, out of my weekly settlements.

I will not hold ETI Truck Repair, Inc. or Equipment Transport Sand & Gravel, Inc. liable for any deductions that are not made. If I should quit before any and all invoices/debts are paid to ETI Truck Repair, Inc., Equipment Transport Sand & Gravel, Inc. is allowed to take the balance of the money owed out of any remaining checks. I understand that I am responsible for any unpaid balances and must submit payment within 10 business days to ETI Truck Repair, Inc. if I do not have any remaining checks to take deductions from.

After 30 days a finance charge of 1.5% per month (18% per Annum) shall be due upon the amount of any charge which has not been paid when due.

\_\_\_\_\_  
Independent/Multiple Truck Owner Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date



30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

## **EMERGENCY CONTACT INFORMATION**

Full Name: \_\_\_\_\_  
Last First M.I.

Address: \_\_\_\_\_  
Street Address Apt #

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

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Full Name: \_\_\_\_\_  
Last First M.I.

Address: \_\_\_\_\_  
Street Address Apt #

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

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_





30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

## Paperwork Guidelines

1. Tickets need to be turned in daily to the office. They can be sent via email to [office@equipmenttransport.us](mailto:office@equipmenttransport.us). Make sure all information is legible and visible. Originals should be turned in no later than 30 days from the date of the ticket. **Absolute deadline for tickets and weekly haul cards is the following Monday @ 7:00 AM.** If not received by the deadline you will be charged a \$10.00 per day per ticket and/or haul card late fee. If you are working out of town and/or out of the 7 county metro area and need to overnight the tickets, we must receive them by Tuesday @ 7:00 AM. Haul cards can also be emailed to [office@equipmenttransport.us](mailto:office@equipmenttransport.us).
2. All haul sheet information and ticket information must be filled in COMPLETELY.
3. Payment will be processed 2 weeks from when the work was performed, provided that paperwork is turned in timely and complete.

### Tickets

- An Equipment Transport Sand & Gravel, Inc. ticket must be used. It must be easy to read, understand and filled out completely.
  1. The start time will be determined by the first load time off the scale ticket.
  2. The ticket must be signed off by the driver and with an authorized signature, if possible.
  3. Maximum of one load per line will be permitted. If one ticket does not provide enough space, attach an additional ticket.
  4. Any down time should NOT be included in the billable time on the ticket.
  5. A separate ETSG ticket needs to be filled out for each job worked.
  6. Missing paperwork or driver error may cause a deduction or delay in pay.

### Haul Cards

- An Equipment Transport Sand & Gravel, Inc. haul card must be used. It must be easy to read, easy to understand, and filled out completely. The driver must fill in every column.
  1. For the "Ticket Number" column use Equipment Transport Sand & Gravel, Inc.'s ticket number, NOT the scale ticket numbers.
  2. For the "tons" column put the total tons, hours, or loads on that job for that day.
  3. Use separate lines for each ETSG ticket.
  4. Include fuel amounts charged if participating in the fuel program and attach the corresponding fuel receipts.

**\*Equipment Transport Sand & Gravel, Inc. needs a copy of any contractor or scale tickets that are received on the job.**

**\*\*\* I have read the above guidelines, have received my examples, and agree to comply with the instructions for filling out tickets and haul cards.**

\_\_\_\_\_  
Independent/Multiple Truck Owner Signature

\_\_\_\_\_  
Date



---

30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

## **Receipt of Paperwork Guidelines**

I have read and understand the attached Paperwork Guidelines. I am aware that I could be charged a fee and/or there could be a delay in settlement if the requirements are not met.

---

Independent/Multiple Truck Owner Signature

---

Name (Print)

---

Date

\*\*Attached you will find Exhibit A which includes a blank, numbered ticket sheet with a key explaining what each numbered section is for. You will also find examples of completed tickets and a haul card; these are yours to keep for reference.

\*\*If you have any questions please call the office at 651-272-5145.



30233 Stacy Ponds Drive Stacy, MN 55079 [office@equipmenttransport.us](mailto:office@equipmenttransport.us) Office: 651-272-5145 Fax: 651-233-2139

### **Key for the Numbered Ticket Example**

1. Name of Independent/Multiple Truck Owner company name and driver name
2. Truck number, trailer number, and date
3. Customer name and job number
4. Driver signature and authorized signature
5. Job's from/to locations
6. Type of material being hauled – refer to scale ticket if necessary
7. Total loads for the day
8. Start and stop times – Start time according to the first scale ticket load time and total the working hours
9. Type of Truck
10. Load time
11. Dump time or ticket number – Use scale ticket number
12. Net weight – should match what is printed on the scale ticket

**\*\* Remember, if you change jobs during the day, a new ticket must be used.**

**\*\* Equipment Transport Sand & Gravel, Inc. gets the top two ETSG copies (white and yellow) and a copy of any contractor tickets or scale tickets.**



**Equipment Transport  
Sand & Gravel, Inc.**  
GENERAL HAULING

30233 Stacy Ponds Dr  
Stacy, MN 55079  
Office: 651-272-5145

159802

TRUCK NO. 41 TRAILER NO. SD20-12 DATE 2-13-24  
TRUCKER COMPANY NAME (PRINT) Smith Co.  
TRUCKER NAME (PRINT) John Smith  
BILL TO Bolander  
JOB NO. 24-1234 AUTH SIGNATURE X [Signature]  
DRIVER'S SIGNATURE X [Signature]

| LOCATION AND DESCRIPTION |                | TOTAL LOADS | TIME  |      | TOTAL HOURS/ TONS |
|--------------------------|----------------|-------------|-------|------|-------------------|
| FROM                     | <u>SKB</u>     | <u>5</u>    | START | STOP | <u>9</u>          |
| TO                       | <u>Buffalo</u> |             | 7:00  | 4:00 |                   |
| TYPE OF MATERIAL         | <u>Sand</u>    |             | START | STOP |                   |

TYPE OF ☒ SIDE DUMP ☐ BELLY DUMP ☐ END DUMP TRAILER  
TRUCK: ☐ SUPER 7 ☐ QUINT ☐ QUAD ☐ TRI AXLE

| LOAD TIME | DUMP TIME OR TICKET NO. | NET WEIGHT OR YARDS | LOAD TIME | DUMP TIME OR TICKET NO. | NET WEIGHT OR YARDS |
|-----------|-------------------------|---------------------|-----------|-------------------------|---------------------|
| 7:05      | 121787                  | 19.50               |           |                         |                     |
| 9:42      | 121864                  | 21.18               |           |                         |                     |
| 11:30     | 121938                  | 19.38               |           |                         |                     |
| 1:15      | 122004                  | 22.90               |           |                         |                     |
| 3:07      | 122059                  | 22.28               |           |                         |                     |
|           |                         |                     |           |                         |                     |
|           |                         |                     |           |                         |                     |
|           |                         |                     |           |                         |                     |
|           |                         |                     |           |                         |                     |
|           |                         |                     |           |                         |                     |

White: Equipment Transport Copy Yellow: Trucker Copy Pink: Contractor Copy

# Equipment Transport Sand & Gravel, Inc.

GENERAL HAULING

30233 Stacy Ponds Dr  
Stacy, MN 55079  
Office: 651-272-5145

159804

TRUCK NO. 41 TRAILER NO. SD 20-12 DATE 2-13-24

TRUCKER COMPANY NAME (PRINT) Smith Co.

TRUCKER NAME (PRINT) John Smith

BILL TO Martin Marietta

JOB NO. \_\_\_\_\_ AUTH SIGNATURE X \_\_\_\_\_

DRIVER'S SIGNATURE X John

| LOCATION AND DESCRIPTION |                | TOTAL LOADS | TIME  |      | TOTAL HOURS/ TONS            |
|--------------------------|----------------|-------------|-------|------|------------------------------|
| FROM                     | <u>Blaine</u>  | <u>5</u>    | START | STOP | <u>120.78</u><br><u>Tons</u> |
| TO                       | <u>Scandia</u> |             | START | STOP |                              |
| TYPE OF MATERIAL         |                |             | START | STOP |                              |

TYPE OF ☒ SIDE DUMP ☐ BELLY DUMP ☐ END DUMP TRAILER  
TRUCK: ☐ SUPER 7 ☐ QUINT ☐ QUAD ☐ TRI AXLE

| LOAD TIME    | DUMP TIME OR TICKET NO. | NET WEIGHT OR YARDS | LOAD TIME | DUMP TIME OR TICKET NO. | NET WEIGHT OR YARDS |
|--------------|-------------------------|---------------------|-----------|-------------------------|---------------------|
| <u>7:42</u>  | <u>129313</u>           | <u>24.47</u>        |           |                         |                     |
| <u>9:22</u>  | <u>129365</u>           | <u>24.15</u>        |           |                         |                     |
| <u>10:54</u> | <u>129425</u>           | <u>24.33</u>        |           |                         |                     |
| <u>12:27</u> | <u>129490</u>           | <u>23.82</u>        |           |                         |                     |
| <u>2:07</u>  | <u>129553</u>           | <u>24.01</u>        |           |                         |                     |
|              |                         |                     |           |                         |                     |
|              |                         |                     |           |                         |                     |
|              |                         |                     |           |                         |                     |
|              |                         |                     |           |                         |                     |
|              |                         |                     |           |                         |                     |

White: Equipment Transport Copy Yellow: Trucker Copy Pink: Contractor Copy





Company Name: \_\_\_\_\_ Smith Co. \_\_\_\_\_

Driver's Name: John Smith

Date: 2-11-24 to 2-17-24[illegible]

office@equipmenttransport.us

30233 Stacy Ponds Drive  
Stacy, MN 55079

651-272-5145