



4208 ROSEDALE HWY STE 302-403

FED ID #: 36-4802034

BAKERSFIELD, CA 93308

(661) 361-7640 Phone

(661) 362-8670 Fax

CA #: 0462772

## **SUBHAUL AGREEMENT**

Please complete, sign, and return all the enclosed forms and provide copies of each item as indicated below. An incomplete package/file will prevent your truck(s) from working as a Sub-Hauler or Puller and/or cause a delay in payment if work has already been performed.

### **REQUIRED FROM ALL SUB-HAULERS/PULLERS:**

- Certificate of Liability Insurance, with KELLY TRUCKING, LLC named as additionally insured per contract, with a minimum of One Million Dollars in auto and general liability, combined single limit, unidentified trailers, and physical damage coverage.
- Certificate of Workers Compensation Insurances (If you employ drivers)
- Completed and signed Sub-Haul Agreement (Attached)
- CHP Motor Carrier Permit and Certificate of Compliance (Form CHP 809 – Attached)
- Copy of an enrollment certificate from a DOT approved Drug and Alcohol testing program
- Proof of enrollment in the State of California Bit Program
- Proof of enrollment in the State of California Pull Notice Program
- Copy of completed and signed W-9 (Attached)
- CARB Compliance (ARB)
- EDD Requirements

### **ALL OWNER OPERATORS IN ADDITION TO THE ABOVE DOCUMENTS PLEASE PROVIDE THE FOLLOWING:**

- Signed Owner Operator Certification (attached)
- Copy of Valid Driver's License and DMV Driver Record
- Copy of Social Security Card or Federal ID number
- Copy of valid Truck Registration (for all trucks/trailers Kelly Trucking, LLC will dispatch)

**Please email or fax all information to:**

Email: [socorro@kellytrucking.net](mailto:socorro@kellytrucking.net)

Fax: (661) 362-8670



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## **ATTENTION ALL PULLERS AND SUBHAULERS**

You must turn in your freight bills and weight tags within 24 hours of the day you worked for Kelly Trucking, LLC. There are absolutely NO EXCEPTIONS. Failure to do so will result in termination from any work being done for Kelly Trucking, LLC.

In addition, if weight tags are not received along with the freight bills, you will not be paid for work on that day. I must have all correlating weight tags due to Kelly Trucking, LLC not having the ability to bill the customer without them.



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## SUBHAUL CONTRACT

Kelly Trucking, LLC hereinafter referred to as "Prime Carrier" desires to secure the services of \_\_\_\_\_ As a Subhauler/Puller (Prime Carriers trailers) for the transportation of aggregate, asphalt, concrete and other similar materials.

\_\_\_\_\_ herein after referred to as "Subhauler" desires as independent contractor to act and perform as such Subhauler.

NOW, THEREFORE, in consideration of the mutual promise herein contained the Carrier and Subhauler agree as follows:

1. Subhauler represents and warrants that he/she is engaged in the trucking business and owns \_\_\_\_\_ trucks used in the conduct of his/hers business, and that he/she will maintain said equipment In compliance with the requirements of all regulatory bodies.
2. Subhauler represents that he/she is the holder of all State and/or Federal Certificates, Permits, License which are required or necessary for him/her to conduct his/her business as a hauling contractor and to perform transportation under this contract; that he/she will continue to hold such Certificates, Permits and Licenses during the term of this contract; and that he has registered as required by law with the appropriate collector of Internal Revenue and has received authorization there to operate under the Federal Transportation Excise Tax Law. MCP #: \_\_\_\_\_.
3. Subhauler represents that he/she is fully protected by Workers Compensation, Public Liability and Property Damage Insurance and will continue in effect said coverage while acting as a "Subhauler" and will furnish to Carrier satisfactory evidence of such coverage prior to performing services for Carrier under this agreement. Subhauler agrees that he/she does and shall continue to hold Carrier harmless from any claim or demands of any kind except the payment of compensation due to Subhauler for such service as he/she shall perform.
4. Subhauler agrees to name Carrier as an Additional Insured under all Insurance coverage's required by his operations under this agreement and shall produce evidence thereof to Carrier. Said notification shall contain a notice to Carrier of cancellation or termination by either party for whatever cause of said Insurance coverage's of not more than ten (10) days.
5. Should any claims be made against Carrier arising out of the performance of services by Subhauler under this agreement, Carrier is authorized to withhold any sums due to Subhauler until such claim or claims are adjusted by Subhauler to the satisfaction of Carrier.

6. Prime Carrier shall notify Subhauler of material to be transported and of the time and location of the place to load/unload all within a reasonable time prior to the required start time and thereafter Subhauler will without delay transport said product to the place designated by Prime Carrier, or its representative.
7. Prime Carrier shall have no control over the vehicles or truck drivers of others used or employed by Subhauler. Subhauler agrees to employ capable and responsible employees to operate its vehicles safely and expeditiously and to maintain his/her vehicles so as to efficiently perform the services required. Subhauler shall maintain and operate his/her said vehicle and the employees at his/her sole expense and shall pay any charges arising therefore including, but not restricted to labor, fuel, repairs and all Insurance, Permits and Taxes levied or assessed.
8. Subhauler is and hereby declares itself to be an independent contractor and any and all employees are his/her employees.
9. All expenses directly related to the trailers owned by Prime Carrier (tires, tubes, licenses, repairs, etc.) shall be the Prime Carrier's responsibility, except when caused by Subhaulers negligence, in which event the expense of repair or replacement shall be borne by the Subhauler. Subhauler shall not at any time incur any indebtedness in the name of, or against the credit of the Prime Carrier unless authorized to do so in writing by the Prime Carrier.
10. Prime Carrier will pay Subhauler amounts due Subhauler in accordance with the Credit rule contained in the applicable minimum rate tariffs established by the P.U.C. of the State of California. Subhaulers' payments will be issued on the 25<sup>th</sup> of the following month after work is performed.
11. Subhauler authorizes Prime Carrier to withhold from any moneys due Subhauler any amounts due to Prime Carrier for repairs or maintenance, gasoline, fuel, oil, labor, tires or merchandise purchased by Subhauler or his/her employees, or taxes advanced as well as any amounts for which Prime Carrier may be liable by failure of Subhauler to conform to the terms of this agreement, together with a service charge not exceeding that prescribed by law.
12. Subhauler/Puller hereby authorizes Prime Carrier to deduct Trailer Rental of 20% of gross revenue when Subhauler/Puller is leasing trailers from Prime Carrier, whether said trailers are owned by Prime Carrier or leased by Prime Carrier. Prime Carrier will pay Subhauler on the 25<sup>th</sup> of the following month that work is performed.
13. This agreement will commence on \_\_\_\_\_ and terminates upon ten (10) days notice in writing being given by either party of the other in event of breach thereof unless so terminated this agreement shall be continuous until cancelled.
14. This agreement can only be amended or changed in writing executed by all parties.

15. Subhauler agrees to and does hereby indemnify and save harmless Carrier from any loss, liability, damage or expense including reasonable attorney's fees which Prime Carrier may suffer or incur from any act or omission of Subhauler or because of the failure of Subhaulers insurance carrier to defend and action against principal carrier settle any judgment against Prime Carrier arising out of any accident, incident or other happening. This agreement shall apply as a separate and distinct agreement irrespective of any insurance herein so provided for or otherwise.
16. Subhauler shall pay all fees, licenses, taxes and fines necessary or incidental to the performance of the transportation performed.
17. Subhauler agrees and understands that the Prime Carrier requires that billing accompanied by the signed copies of the shipping documents be submitted to the Prime Carrier on a DAILY BASIS. In addition, Subhauler agrees that billings must reach Carrier's office by the 3<sup>rd</sup> of the following month to be paid.
18. Subhauler acknowledges that if its vehicle is to or from a treatment, storage, or disposal facility (TSDF) handling hazardous or non-hazardous waste materials, it may be working with and around substances known to have any or all of the following characteristics, among other, possible hazardous characteristics, ignitability, corrosiveness, reactivity and/or toxicity. The Subhauler further acknowledges and agrees that transporting to and from a hazardous waste facility involves a significant responsibility to fellow workers and the public and that it abide by all rules, regulations, safety codes, training requirements, and orders of Prime Carrier while at such facilities.
19. Subhauler, when performing services hereunder, shall provide proper safety equipment and any other extraordinary equipment appropriate to protect them from harm such as, but not limited to, Hard Hats, Goggles, Gloves, Protective Suits, Breathing Apparatus, Etc. The Subhauler and its employees and agents shall be responsible for their own safety. The Subhauler hereby releases and agrees to indemnify and hold Prime Carrier harmless from and against any damage to the Subhaulers employees or agents which may be incurred by reason of the Subhauler performing and will conform to Federal, State, and Local Laws and regulations governing the transportation of hazardous and non-hazardous wastes.



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This contract is intended to meet the requirements of the Public Utilities Commissions General order No. 102 and set forth the relationships of the contracting parties and the terms and conditions thereof and charges payable for such transportation as Subhauler may perform for Principal Carrier: provided, however that it is not being constructed as a contract or agreement for any specific transportation as to time, place, amount, or transportation, or duration, and provided further that principal carrier may at any time terminate such transportation as Subhauler may be performing for Principal Carrier.

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SUBHAULER: \_\_\_\_\_

Print Name	Signature	Date
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PRIME CARRIER: KELLY TRUCKING, LLC

Print Name	Signature	Date
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**RE: NEW EDD REQUIREMENTS**

The Employment Development Department requires that we complete a Form 542 on all service providers except those who are exempt because they are:

- ( ) A Corporation      ( ) A General Partnership      ( ) A Limited Liability Co.

If one of the above is true, we will need the following information in order to complete the mandatory form.

Full Name: \_\_\_\_\_  
First MI Last

Social Security Number: \_\_\_\_\_

Street Address (NOT PO BOX): \_\_\_\_\_  
 \_\_\_\_\_

Doing Business As: \_\_\_\_\_  
Business Name

TIN Number: \_\_\_\_\_

I certify that the above information is accurate to the best of my knowledge.

\_\_\_\_\_  
Signature Date

We are required by Law to obtain this information. Failure to respond will jeopardize our ability to use your services in the future.



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## RE: Air Resources Board (ARB) Programs and Regulations

Kelly Trucking, LLC is required to have a Compliance Statement Form to certify that all Sub-Haulers/Pullers are currently in compliance with all Federal, State and Local air quality rules and regulations.

THE AIR RESOURCES BOARD COMPLIANCE FORM IS REQUIRED AT THE TIME OF THE APPLICANT'S SUBMITTAL.

"I certify that my fleet/vehicle is currently in compliance with all federal, state, and local air quality rules and regulations, including but not limited to the Statewide Truck and Bus (T&B); Drayage Truck Regulation (DTR); Transport Refrigeration Unit (TRU); Commercial Vehicle Idling (CVI); Tractor-Trailer Greenhouse Gas Regulation (TTGHGG); Periodic Smoke Inspection Program (PSIP aka Smoke Opacity Snap Test) and any other applicable California Air Resource Board rules and regulations."

Some ARB Programs/Regulations may not apply.

Sub-Hauler/Puller Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_





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**OWNER OPERATOR CERTIFICATION**

This is to certify that I, \_\_\_\_\_ am an independent contractor, and operate my business as an owner operator firm. I do not employ any drivers for my truck (s). I am not required to carry Workers Compensation Insurance for myself. I understand that I am not insured for Workers Compensation Benefits under this policy of Kelly Trucking, LLC, or under the policies of any of the contractors whose jobsites I may enter in the course of performing Sub-Haul/Puller services for Kelly Trucking, LLC. Should I hire employees in the future, I will obtain Workers Compensation Insurance to cover those employees, and I will furnish a Certificate of Insurance to Kelly Trucking, LLC, prior to assigning any drivers to any vehicle (s) under the Sub-Haul/Puller Contract with myself and Kelly Trucking, LLC.

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

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

CA#: \_\_\_\_\_

Drivers Lic. #: \_\_\_\_\_

Medical Card Exp.: \_\_\_\_\_

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

Date: \_\_\_\_\_



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**CONTACT INFORMATION**

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

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

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

Contact Person: \_\_\_\_\_

Dispatch Number: \_\_\_\_\_

Office Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

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

**EQUIPMENT**

Bottom Dumps: \_\_\_\_\_

Semi B/D: \_\_\_\_\_

Transfers: \_\_\_\_\_

Ten Wheelers: \_\_\_\_\_

End Dumps: \_\_\_\_\_

Other Equipment Available for Hire: \_\_\_\_\_  
 \_\_\_\_\_

Owner Operators, Please provide license numbers for truck (s) and trailer (s) you will be using while Sub-Hauling/Pulling for Kelly Trucking, LLC.