



# NORTH COAST TRUCKING, INC.

1380 Lead Hill Blvd  
Suite 108  
Roseville, CA 95661  
(916) 403-7844

## Checklist for Sub-Haulers

Here is a checklist of the items North Coast Trucking, Inc. must have on file from you, the Sub-Hauler. Please send up to date copies of the attached Sub-Hauler agreement and the following requested documents:

The following items are needed in our office:

\_\_\_\_\_ Sub-Hauler Agreement

Including:

\_\_\_\_\_ Owner-Operator Status

\_\_\_\_\_ Certificate of Compliance

\_\_\_\_\_ Release of Drug & Alcohol Compliance Information

\_\_\_\_\_ Declaration of Workers' Compensation

\_\_\_\_\_ Subhauler Information Form

\_\_\_\_\_ Certificate of Insurance + Additional Insured Endorsement

*North Coast Trucking, Inc. needs to be named as additionally insured party at the address above*

\_\_\_\_\_ Motor Carrier Permit

\_\_\_\_\_ Proof of Enrollment in Drug & Alcohol Program

\_\_\_\_\_ CARB Certificate

\_\_\_\_\_ Current BIT Inspection & Proof of Payment

\_\_\_\_\_ W-9

\_\_\_\_\_ Workers' Compensation Certificate

The documents can be emailed to **billing@northcoasttrucking.com**, faxed to **(916) 674-1199**, or mailed to the address above.

# North Coast Trucking, INC Sub-Hauler Agreement

North Coast Trucking, INC hereinafter called Prime Carrier, and \_\_\_\_\_ hereinafter called Sub-hauler have entered into this agreement on \_\_\_\_\_ under the terms and conditions set forth below.

**Services to Be Rendered:** The Prime Carrier agrees to hire the services of the Sub-hauler for the transportation of sand, gravel, dirt, asphalt and similar building materials or any other commodities transported in dump truck type equipment. The Sub-hauler is retained by North Coast Trucking, INC only for the purposes and extent stipulated in this contract; and, the relation is only for the term of this contract. The relationship of North Coast Trucking, INC to the Sub-hauler is an Independent Contractor/Owner Operator exclusively, as defined in the California Labor Code Section 3353. This Agreement gives no authority for the Sub-Hauler to act as an agent, make agreements, or make contracts on behalf of North Coast Trucking, INC

**Equipment Conditions and Maintenance:** The Sub-hauler represents and warrants that he or she is the owner of motorized equipment capable of hauling aggregate when loaded to maximum capacity. Sub-hauler further represents that his or her equipment is in good working condition and state of repair, and that he or she will at their own cost and expense, make any repair which may be necessary to keep his or her equipment in good running condition while this agreement is in effect. Any loss to North Coast Trucking, INC due to the lack of safe adequate equipment will be attributed to Sub-hauler as he or she had complete control of said equipment and had the duty to operate in a proper safe and lawful manner, any request to do otherwise is to be refused by the Sub-hauler. It is understood that neither the Sub-hauler nor his or her servants, agents, or drivers are the employees of Prime Carrier and that the service performed by Sub-hauler for Prime Carrier shall be as independent contractor.

**Operating Expenses:** All expenses directly related to or incidental to operation of the motorized tractor (fuel, oil, tubes, collision insurance, repairs, maintenance, payroll costs, etc. if any) shall be the Sub-hauler's expense. The Sub-hauler shall not at any time incur indebtedness in the name of or against the credit of the Prime Carrier.

**Insurance:** Sub-hauler, shall, at his or her sole cost and expense, carry Property Damage and Personal Liability insurance on his or her equipment. Sub-hauler agrees to have a certificate of insurance sent to the Prime Carrier verifying that fact of coverage on the equipment. Sub-hauler at his or her own expense shall carry Public Liability. The limits for said coverage shall be no less than the minimum coverage required by law, with an additional Combined Single Limit (CSL) per accident of \$1,000,000.00. Worker's Compensation Insurance is also required where applicable. Sub-hauler shall indemnify, hold Harmless and defend Prime Carrier against any and all suit, actions, legal proceedings, claims, demands, liabilities, cost or expense in connection with the injury or death of any person or persons and damages to any property arising out of the operations conducted by Sub-hauler. It is also agreed that no payment to Sub-hauler will be made until such Certificate or Insurance is furnished listing North Coast Trucking, INC as additional insured. The above requirements do not preclude the necessity that Sub-hauler carries minimum coverage as set forth by State Federal Requirements.

**Indemnity:** Sub-hauler assumes all risk of injury to, or death of any persons including Sub-hauler, and loss of, or damage to property, whether such injury, death, loss and/or property damage occurs on or off contract site areas or premises. To the fullest extent of the law, Sub-Hauler shall protect, defend (using the counsel of Indemnities' choice), indemnify and hold harmless Prime Carrier, together with its affiliates, subsidiaries, agents, employees, officers, directors, successors, assigns and representatives, and, all Project Owners and Contractors with whom the Prime Carrier has contracted (collectively "Indemnities"), from and against all liabilities, losses, costs, liens, stop payment notices, damages (including consequential damages), penalties, fines, suits, administrative proceedings, judgment, citations and expenses (including attorneys' and consultants' fees( (collectively referred to as "costs")) of any kind which may be asserted, claimed, recovered against or imposed upon any the Indemnitees, or any of them, arising out of or in connection with any act, failure to act, error or omission of Sub-Hauler or Sub-Haulers' employees, agents or personnel, or contractors, including, but not limited to: (i) failure to comply with applicable requirements of any federal, state or local law, regulation or ordinance; (ii) an environmental claims; (iii) the failure of Sub-Hauler to obtain, maintain, or comply with any applicable permits; (iv) costs arising out of, caused by, or as a result of Sub-

Hauler's duties and performance pursuant to this Agreement; (v) all claims relating to the death or injury of any person or damage to any property; (vi) all claims or damages resulting from any breach by Sub-Hauler of the terms, conditions, representations, warranties or other provisions of the Agreement; (vii) all claims brought by employees, agents or personnel of Sub-Hauler alleging an employment relationship with Prime Carrier, including, but not limited to, claims arising from the California Labor Code, the California Unemployment Insurance Code, the California Fair Employment and Housing Act failure to provide workers' compensation coverage or legally mandated benefits, the Fair Labor Standard Act, the National Labor Relations Act and Title VII of the Civil Rights Act of 1964; and (viii) any other actions of Sub-Hauler pursuant to this Agreement. Sub-Hauler shall not be obligated to indemnify and defend Prime Carrier for claims found to be due to the active negligence or willful misconduct of the Indemnitees or for defects in the design furnished by such persons. Additionally, Sub-Hauler is responsible for costs and losses of all material during the transit of the material until the material is placed in its final resting place. The foregoing indemnification and hold harmless provisions, and all rights and obligations thereunder, shall survive the completion or termination of this Agreement.

**Maintenance or Records:** It shall be the sub-hauler's responsibility to complete a freight bill accurately, procure the necessary signatures, and deliver or mail all truck invoices for each day's operations to the Prime Carrier's dispatcher each night. Freight Bills received late will be paid the following pay period.

**Compensation for Services:** Prime Carrier will compensate Sub-hauler for services performed under this agreement, in an amount equal to not less than 95% of the "Pay Rate" agreed to between Prime Carrier and Sub-hauler. All shipping documents are subject to review by Prime Carrier for false claims, and Prime Carrier shall not be obligated to pay Sub-Hauler for time spent performing the Services by Sub-Hauler which is, in Prime Carrier's sole judgement, excessive in light of the requirements of a particular project. All shipping documents will be edited at Prime Carrier's sole discretion and paid in accordance with Prime Carrier's reasonable evaluation. Comparable range will be used to estimate actual time spent on a project. Any undocumented delays will be deducted from total time.

**Authorizations for Deductions by Prime Carrier:** Prime Carrier is hereby given the right to deduct any amounts due to the prime carrier, 5% of gross revenue as brokerage fees, any charges for oil, fuel, tires, etc.

**Dispatching Agreement:** Upon Prime Carrier's request, and notification of the time and place to load, Sub-hauler shall appear within a reasonable time prior to the required loading time, and thereafter Sub-hauler shall without delay, deliver the material to the place designated by the Prime Carrier's representative. It is also mutually agreed that if the Sub-hauler violates the terms and conditions of this paragraph, or any other paragraph contained in this agreement, this agreement and any other related agreements in writing between the Prime Carrier and Sub-hauler shall, at the Prime Carrier's option, become null and void.

**Hauling Authority:** The Sub-hauler warrants and represents that, to the best of his or her knowledge, operative authority held by the Sub-hauler is presently effective and authorizes transportation of freight to be carried under this agreement; that he or she is in full compliance with all requirements and regulations of the State of California; and that, in the event his or her operative permit is suspended or cancelled, he or she will immediately so notify Prime Carrier and discontinue hauling under this agreement.

This contract shall commence and be terminated by either party. In the event, it **becomes necessary to institute suit or employ an attorney to collect any monies due to North Coast Trucking, INC under this agreement or any modification** thereof, you shall be liable for all court cost and attorney's fees so incurred by North Coast Trucking, INC Any such suit must be filed within the Jurisdiction of Placer County Court.

**This Agreement executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

**Sub Hauler:** \_\_\_\_\_

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

**Prime Carrier:** \_\_\_\_\_

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



## **North Coast Trucking, INC**

**Address:** 1380 Lead Hill Blvd. Suite 108

Roseville, CA 95661

**Phone #:** (916) 403-7844

**Email Address:** [lorretta@northcoasttrucking.com](mailto:lorretta@northcoasttrucking.com)

Billing Email: [billing@northcoasttrucking.com](mailto:billing@northcoasttrucking.com) (send tags nightly to this email)

# North Coast Trucking, INC Owner/Operator Status

## Statement of Owner/Operator Status Vehicle Code # 34624 (b) State of California

I \_\_\_\_\_ attest to the truthfulness and accuracy of this annual Owner/Operator Status statement and have the authority to make this representation. This statement of Owner/Operator Status is being submitted for the year of \_\_\_\_\_ which begins January 1<sup>st</sup> and ends December 31<sup>st</sup>.

### Vehicle Code 34624 (b) Owner/Operators

**34624 (b):** As used in this section and in sections 1801.1 and 34501.12 and Owner/Operator is a person who meets all of the following requirements:

- Holds a Class A or Class B driver's license
- Owns, leases, or otherwise operates not more than one power unit and not more than three towed vehicles.
- Is required to obtain a permit as a Motor Carrier of Property by the Department under this division.

After reading the above code, please check the statement that applies to you.

\_\_\_\_ I do meet all the requirements of Vehicle Code 34624 (b): I own, lease, or otherwise operate one power unit and not more than three towed vehicles.

\_\_\_\_ I do not meet all the requirements of Vehicle Code 34624(b): I own, lease, or otherwise operate more than one power unit and not more than three towed vehicles.





# North Coast Trucking, INC Certificate of Compliance

State of California  
Department of California Highway Patrol

Motor Carrier of Property Certificate of Compliance CHP 809 (1-98) OPI  
062

I, the undersigned, certify that

(Contracted Carrier's Name) \_\_\_\_\_

Holds a Motor Carrier of Property Permit Number

(CA Number) \_\_\_\_\_

which is valid through (Date) \_\_\_\_\_, a copy of which is attached. I further certify that I, or a company officer, will immediately notify users of this company's services if the permit is suspended, revoked, or otherwise rendered invalid.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

California Driver's License Number \_\_\_\_\_

One copy of this certificate shall be provided to the person for whom services are provided (the contracting motor carrier); one copy shall be retained by the motor carrier of property (the contracted motor carrier). Copies shall be retained by both parties for the duration of the contract or period of service plus two years, and shall be presented for inspection upon the request of an authorized employee of the California Highway Patrol or Department of Motor Vehicles.

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# **North Coast Trucking, INC Truck Dispatch- Owner/Operator Controlled Substance and Alcohol Testing (CSAT) Agreement**

I certify that I am a participant in the CSAT consortium named below and I am fully compliant with all state and federal regulations regarding controlled substance and alcohol testing.

## **Instructions to Consortium by Owner/Operator**

- You are required to notify North Coast Trucking, INC by phone  
(916) 403-7844
  - \* Alcohol test with a result of 0.04 or greater
  - \* Verified positive controlled substance test result
  - \* Refusal to be tested
- You are required to provide the written CSAT record to North Coast Trucking, INC (1380 Lead Hill Blvd Suite 108, Roseville, CA 95661) **within two days of notifying** North Coast Trucking, INC of a positive test.
- You are required to notify North Coast Trucking, INC prior to discontinuing this owner/operator's participation in the consortium.
- You are authorized to release any information regarding me, my participation in the consortium and any test results with North Coast Trucking, INC

Both of the undersigned agree to comply with the above instructions

Printed Driver Name -----

Signature -----

Printed name of consortium -----

Consortium Representative Signature -----

Date -----

Phone number -----

## **RELEASE OF DRUG & ALCOHOL COMPLIANCE INFORMATION**

**The Department of Transportation Federal Highway Administration's interpretation of rules governing the use of Independent Owner Operators or Sub-Haulers are as follows:**

Employers remain responsible at all times for ensuring compliance with all the rules, including random, post-accident, reasonable suspicion testing, etc., for all drivers (sub-haulers and/or independent owner operators) which it uses regardless of utilization of third parties to administer parts of this program.

Therefore, to use another motor carriers program, an employer must make that program their own, by contract, consortium agreement, or other arrangement to the employer's own program. This would entail with respect to each driver in another program who the employee uses, among other things, being held responsible for the others program's compliance, having records forwarded to the employer's principal place of business on 2 days' notice, and being notified of and applying any consequences for positive test.

Agrees to provide North Coast Trucking, INC with verification of enrollment in a drug and alcohol testing program that meets all the requirements under Title 49 CFR, Part 382. In addition, we agree to report all positive tests and refusals to test on any drivers covered by this agreement and utilized by

**Your company Name**\_\_\_\_\_

**Address:**

**Print Name (Company Representative)**\_\_\_\_\_

**Title**.....

**Signature**\_\_\_\_\_

**Date**.....

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## Declaration of Worker's Compensation

Please complete and sign the statement below that pertains to your company.

**I declare that I am Owner/Operator with no Employees**

**Name of Company:** \_\_\_\_\_

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

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

**I declare that I am an Owner/Operator with no employee's, but I do carry  
Worker's Compensation Name of Carrier:** \_\_\_\_\_

**Expiration Date of Policy:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**By**\_\_\_\_\_

**Date**\_\_\_\_\_

**I declare I am an Individual / Sole Proprietor with one or more employees.  
My worker's Compensation carrier is:** \_\_\_\_\_

**Expiration Date of Policy:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**By**\_\_\_\_\_

**Date**\_\_\_\_\_

\_\_\_\_\_



# Subhauler Information Form

Please complete and submit with subhauler agreement or email to [billing@northcoasttrucking.com](mailto:billing@northcoasttrucking.com)

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

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

**Dispatching Contact**

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

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Office & Billing Contact**

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

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Remit Payment To:**

*(if different from above address)*

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Truck Type	Quantity <small>If none, leave blank or mark zero (0)</small>
10 Wheeler	
Super 10	
Super Tag	
End Dump	
Transfer	
Semi Bottom	
Double Bottom	
Water Truck	
Flat Bed	