5200 HEDGE AVE, SACRAMENTO, CA 95829

OFFICE: (916) 374-1192

Email: hdulai@shkhauling.com

INFORMATION REQUEST

WE MUST RECEIVE THE FOLLOWING INFORMATION BEFORE ENGAGING IN ANY TRANSPORTATION OF PRODUCT. TO COMPLETE OUR RECORDS AND ESTABLISH IN OUR SYSTEM, PLEASE PROVIDE THE FOLLOWING INFORMATION:

- ***------Complete Subhauler Agreement***
- ***------Current Motor Carrier Certificate***
- ***------Certificate Of Liability Insurance Showing SHK HAULING, INC. As Additional Insured***
- ***------Certificate Of Workers Compensation Insurance (Does NOT Apply To Owner-Operators)***
- ***------Federal W-9***
- ***------Current CARB Certificate***
- ***------Drug & Alcohol Certificate***
- ***------DIR Certificate***
- ***------Equipment List***
- ***------Copy Of Current Driver License***

OWNER OPERATORS ONLY

- ***------Signed Waiver Of Workers Compensation Insurance***
- ***------CEM 2510 (See Attached) Truck Owner-Operators Certificate Of Ownership***

PRIME CARRIER agrees that it will; from time to time, tender to SUBHAUL CARRIER (here in after "SUBHAUL") a load or loads of fright (hereinafter "LOAD") for delivery by SUBHAULER, which tender shall be in the form of pick-up orders or pursuant to oral instruction, specifying the place to which and person or party to whom, such LOAD is to be delivered, and then and there determine the rate or amount of compensation on which PRIME CARRIER is willing to pay SUBHAULER for such haul or delivery. This agreement shall not, or shall it be construed to, obligate, or require a PRIME CARRIER to tender to SUBHAULER any specified amount or number of LOADS for hauling during any given period.

If SUBHAULER elects to accept for hauling any LOAD or LOADS tendered by PRIME CARRIER then it is mutually agreed by and between the parties that the hauling or delivery of such LOAD or LOADS shall be accepted from PRIME CARRIER by SUBHAULER and shall be performed under, and in accordance, with the following terms and provisions:

1. SUBHAULER agrees to furnish a vehicle or vehicles in good and safe operating condition, suitable for the hauling of the LOAD or LOADS tendered, and to furnish a driver or drivers and all fuel, oil, lubricants, tires, and other accessories to such vehicle or vehicles to perform all repairs and maintenance thereto. It is expressly understood and agreed that PRIME CARRIER shall not be responsible or liable to SUBHAULER for any of the expenses or cost of operation maintenance or repairs to such vehicle or vehicles. SUBHAULER warrants that said vehicle or vehicles furnished. are fully licensed for operation in the State of California, or other state ifSUBHAULER holds ICC authority and that SUBHAULER has complied with all of licensing conditions set forth by any governmental agency or any such state authorized/ Should any LOAD be hauled on a trail owned, leased, or in the possession of PRIME CARRIER, SUBHAULER shall be responsible for maintaining said trailer during the haul and shall return said trailer to PRIME CARRIER in the same condition it was in at the start of the haul. SUBHAULER is responsible and liable for any damage to or caused by the trailer during a LOAD except to the extent that SUBHAULER is not responsible for the normal wear and tear to said trailer.
2. SUBHAULER shall be responsible for the LOAD during the course of transportation and shall obtain and deliver to PRIME CARRIER a signed Bill of Landing covering each shipment transported. It shall be the SUBHAULER'S responsibility to complete

paperwork properly and procure the necessary signatures. PRIME CARRIER agrees to pay, and SUBHAULER agrees to accept full payment, less 5%, for transportation rates as mutually agreed upon at the commencement of each load. PRIME CARRIER shall perform the necessary billing and collecting and provide shipping documents upon request. PRIME CARRIER will not be responsible for the filing fee, penalties, etc. of any reports or monies due to regulatory bodies by the SUBHAULER. SUBHAULER hereby agrees to protect, defend, indemnify and hold harmless, PRIME CARRIER, of any fuel tax or road tax.

3. It is hereby declared to be the express intention of each of the parties that the relationship created between them by this contract is that of Motor Carrier to Motor Carrier. An agent, employee, or servant of SUBHAULER shall never be or deemed to be the employee, agent, or servant of PRIME CARRIER. In this connection SUBHAULER shall have the sole right to hire and fire all drivers and shall exercise all control direction and supervision over any of the same except to the ultimate complied delivery of the material hauled or to be hauled by SUB HAULER. However, SUBHAULER agrees to re_place any driver of any vehicle to whom PRIME CARRIER shall object as not being a careful and competent driver. SUBHAULER hereby promises to maintain driver s record of duty status in full compliance with the California Code of Regulations, Title 13, 1213 and/or Federal Motor Carrier Safety Regulations, 49CFR, 395.8 whichever is applicable. SUBHAULER further warrants that drivers performing a safety sensitive function pursuant to this agreement will be participating in a drug/alcohol testing program in accordance with 49CFR, 382 at the time of such performance of duty.
4. It is further mutually understood and agreed by the parties that SUBHAULER shall provide workers' compensation insurance covering all of SUBHAULER'S employees and agrees to hold PRIME CARRIER harmless and indemnify it for and against any loss, cost, or expenses, including, but not limited to court costs and attorneys, fees
   arising out of or with respect to any injury to, or death of SUBHAULER or any employees, agents, or servants of SUBHAULER. SUBHAULER further agrees to secure and maintain, during all times engaged in work under this contract, insurance to the type, nature and limits set forth in exhibit "A". In addition, if not previously covered, SUBHAULER shall secure and maintain the type and amount of insurance required by either the Motor Carrier Permit Program or Interstate Commerce Commission, whichever is greater. For any policy of insurance required hereunder, or by the Motor Carrier Program or Interstate Commerce Commission, SUBHAULER further shall cause
   PRIME CARRIER to be named as an additional insured there under and shall provide an insurance certificate endorsement. SUBHAULER agrees to be responsible for all claims, loss or damage to cargo not covered by SUBHAULER'S insurance. In the event of such a claim for loss or damage, PRIME CARRIER shall have the right to withhold payment of any sums due to SUBHAULER until such claim for loss or damage has been corrected.

3. SUBHAULER agrees to hold harmless and indemnify PRIME CARRIER from and against any and all loss cost, expense, damages, suits, causes of actions, attorney's fees and any and all other cost or expense arising out of the performance of SUBHAULER or SUBHAULER'S agents or employees hereunder.
4. SUBHAULER further agrees to make all deductions from payments to employees, or agents and shall make and render in its own name, all reports and payments of such sums so deducted as shall be required by all applicable federal and state laws, including unemployment compensation, social security, and tax of any nature. SUBHAULER further agrees to report and pay any and all license and transportation or other privilege taxes due or to become due with respect to performance under the terms of this agreement.
4. In the event of any controversy claim or dispute between the parties hereto arising out of or related to this Agreement or the breech thereof. The prevailing party shall be entitled to recover reasonable attorney fees, as determined by the court in such litigation, in addition to any other remedy provided by law.

This agreement can be canceled by either party at any time by serving written notice by the other party.

****** TAGS MUST BE TURNED IN DAILY ******
EMAIL TO: CMORRIS@SHKHAULING.COM

5200 HEDGE AVE, SACRAMENTO, CA 95829
OFFICE: (916) 374-1192
Email: cmorris@shkhauling.com

SUBHAULER INFORMATION FORM

SUBHAULER LEGAL NAME:	
PAYMENT REMITTANCE ADDRESS:	
PHYSICAL ADDRESS:	
EMAIL ADDRESS:	
OFFICE PHONE:	***FAX:***
CELL PHONE:	
FEDERAL TAX ID/SSN:	
MOTOR CARRIER PERMIT:	
MCP EXPIRATION DATE:	
DIR REGISTRATION:	
DIR EXPIRATION DATE:	

PRINT NAME (AUTHORIZED REPRESENTATIVE):	
TITLE:	
SIGNATURE:	***DATE:***

DRUG AND ALCOHOL CONSORTIUM AGREEMENT

To all Drug and Alcohol Consortium Providers:

SUBHAULER: _____ CA# _____

In my capacity as an Independent Contractor (Subhauler) with SHK Hauling, Inc., I am required to notify the SHK Hauling, Inc. Company of certain drug and alcohol testing compliance matters.
Please consider this request as my authorization for you to immediately notify and furnish the following information on your behalf.
Verification of my/our current participation in the applicable Consortium.
In the future, please immediately notify the SHK Hauling, INC. Company of any of the following circumstances:
Non-compliance test issues, failure to test and/or positive test results
Re-compliance Issues
Termination of Consortium Services

PLEASE SEND THIS INFORMATION TO:

OFFICE: (916) 374-1192

SHK HAULING, INC.
5200 HEDGE AVE
SACRAMENTO, CA

Signed: _____

Signed At: _____

Social Security #: _____ **Date: _____**

ORIGINAL COPY TO BE SENT TO YOUR CONSORTIUM PROVIDER

Consortium Provider is to send a copy to SHK Hauling, INC.

This agreement is intended to clarify how a company and a leased/owner operator interstate commerce, or two or more companies in interstate commerce, will share the results of ICST conducted pursuant to Title 49 of the Code of Federal Regulations, Part 382 (49CFR 382). This agreement is limited to that purpose and does not imply the existence of any employer/employee relationship or any legal responsibilities beyond those specifically addressed in (49CFR 382). The parties have executed this agreement at Sacramento, State of California, effective as of the date set forth by signatures.

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OFFICE: (916) 374-1192
Email: cmorris@shkhauling.com

SUBHAULER

SUBHAULER:
SIGNATURE:
PRINT NAME:
DATE:
TITLE:

OFFICE

PRIME CARRIER: SHK HAULING, INC.
SIGNATURE:
PRINT NAME:
DATE:
TITLE:

INDEPENDENT CONTRACTORS/SUBHAULERS INDEMNIFICATION AGREEMENT

I am an independent contractor and I agree to indemnify and to hold SHK Hauling, INC. harmless from, against, for or in respect to any and all liability, claims, actions, obligations, deficiencies, damages, settlement payments, losses, expenses of any kind whatsoever arising out of or in any manner connected with or resulting from my operations hereunder as an Independent Contractor, my agents. servants, or employees, which may be asserted by any third party. At my own cost and expense, I agree to defend against all actions, suit or other proceedings that may arise on account of any claims or demand and further agree to pay or satisfy any judgements that may be rendered against SHK Hauling, INC. in any such actions, suits, or proceedings which may result there from. Under no circumstances am I authorized to represent either expressly or implicitly, that SHK Hauling INC. is responsible for any expense or liability whatsoever including but not limited to: insurance, fuel taxes, road taxes, surcharges, and fines and I agree· that I will not do So. I agree to maintain workers' compensation insurance (ifl have employees) in compliance with California state law, to provide a Certificate of said insurance to SHK Hauling, INC. and to hereby expressly waive any right that may exist whereby SHK Hauling, INC. is to provide such insurance. I further agree to maintain at my own expense Comprehensive Public Liability and Property Damage Insurance; as regulated by Interstate Commerce Commission under 49 USC# 10927, with respect to vehicles and exposures to liability incidental to or arising out of by performance under this agreement. 1 will provide a certificate of liability insurance to SHK Hauling; INC. which shall contain a provision that the policy will not be canceled, modified or changed without first given thirty (30) days' written notice thereof to SHK Hauling, INC. I agree that SHK Hauling, INC., will not be responsible for neglect on the part of independent contractors and/or their employees in respect of OSHA safety regulations or fines which may result therein.

INDEPENDENT CONTRACTORS NAME:
SIGNATURE:
TITLE:
DATE:
FEDERAL TAX ID OR SSN:
MCP#:

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OFFICE: (916) 374-1192
Email: cmorris@shkhauling.com

CHP CERTIFICATE OF COMPLIANCE

I, The Undersigned, Certify That _____
Name of Company

Holds a Motor Carrier of Property Permit Number CA

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 is Otherwise Rendered Invalid.

_____ _____
Signature **Printed Name**

_____ _____
Title **California Driver License**

_____
Date

EXHIBIT A
EQUIPMENT LIST

SUBHAULER NAME: _____

COMPANY TRUCK #	TRUCK TYPE	CMAC	LICENSE PLATE #	TRUCK DESCRIPTION (YR,MAKE,MODEL)

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

MOTOR CARRIER CERTIFICATION OF COMPLIANCE

CHP 809 (Rev. 4-16) OPI 062

I, the undersigned, certify that _____
(Contracted Carrier's Name)

holds a Motor Carrier of Property (MCP) Permit, Number _____ , which is valid through _____ ,
(CA Number) *(Date)*

and the above named carrier is knowledgeable of and in compliance with all applicable statutes and regulations including but not limited to

(check all that apply): ☐ Basic Inspection of Terminals Program, ☐ Controlled Substances and Alcohol Testing Program, ☐ MCP

_____ _____
Signature Printed Name

_____ _____
Title Date

Services Provided For: _____ _____
(Contracting Carrier's Name) *(Contracting CA 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 the Department of Motor Vehicles.

Safety, Service, and Security ***An Internationally Accredited Agency***

Chp809_0419.pdf

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

MOTOR CARRIER CERTIFICATION OF COMPLIANCE

CHP 809 (Rev. 4-16) OPI 062

I, the undersigned, certify that _____
(Contracted Carrier's Name)

holds a Motor Carrier of Property (MCP) Permit, Number _____ , which is valid through _____ ,
(CA Number) *(Date)*

and the above named carrier is knowledgeable of and in compliance with all applicable statutes and regulations including but not limited to

(check all that apply): ☐ Basic Inspection of Terminals Program, ☐ Controlled Substances and Alcohol Testing Program, ☐ MCP

_____ _____
Signature Printed Name

_____ _____
Title Date

Services Provided For: _____ _____
(Contracting Carrier's Name) *(Contracting CA 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 the Department of Motor Vehicles.

Safety, Service, and Security ***An Internationally Accredited Agency***

Chp809_0419.pdf

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

TRUCK OWNER-OPERATOR CERTIFICATION OF OWNERSHIP

CEM-2510 (REV 12/2006)

Caltrans Contract Number _____ **Project Location** _____

SECTION 1

I, _____ , am the registered owner or lessee of the vehicle listed below:

Business Name: _____

Name of Registered Owner: _____

Name of Driver: _____

Driver License Number: _____

Address: _____

City, State, Zip: _____

Description of Truck:
(Example: 5-axle Dump Truck) _____

MCP Number: _____

Truck CA Number: _____

Truck License Number: _____

SECTION 2

I, _____ , do hereby certify under penalty of perjury that I am the owner of this vehicle, that I am an independent owner operating this vehicle as an owner-operator, and that I am not employed by any trucking company, broker, or contractor as an employee in accordance with the Fair Labor Standards Act, Employee Relationship.

_____ _____

Signature of Owner Date

SECTION 3

I, _____ , do hereby certify under penalty of perjury that I have the sole use and
(Name of Owner-Operator)

discretion of this vehicle during the time period specified in my lease agreement with _____.
(Name of Lessor)

_____ _____

Signature of Lessee Date

PLEASE COMPLETE ALL INFORMATION ON SECTION 1 and EITHER SECTION 2 OR SECTION 3

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

TRUCK OWNER-OPERATOR CERTIFICATION OF OWNERSHIP

CEM-2510 (REV 12/2006)

Instructions

Caltrans Contract Number	District - Expenditure Authorization
Project Location	Description of Project
Name of Owner-Operator or Lessee	First and Last Name of owner-operator or lessee
Business Name	Name as indicated on truck or registration
Name of Registered Owner	First and Last Name of registered owner as listed with DMV
Name of Driver	First and Last Name of Driver
Driver License Number	Number listed on valid driver's license
Address	Street address of business
City, State, Zip	City, State, Zip of business
Description of Truck	Full description of make, model, year of truck
MCP Number	Motor Carrier Permit number issued by DMV
CA Number	CA number issued by CHP
Truck License Number	Number as provided by CA DMV registration
Name of Owner-Operator	First and Last Name of owner-operator
Signature of Owner-Operator	Full signature of owner-operator
Date	Date of completion of form
Name of Lessor	First and Last name of Lessor
Signature of Lessee	First and Last Name of owner-operator
Date	Date of completion of form

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *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. See ***Specific Instructions*** on page 3.

1 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.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: 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.

☐ Other (see instructions)

3b 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 . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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.

Social security number

			–		–				

or

Employer identification number

		–							

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.

Sign Here	**Signature of U.S. person**	**Date**

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*.

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