

Owner Operator/Sub-Contractors
Standard Form Agreement



5390 Tennyson Street
Denver, CO 80212

TRUCKING SUBCONTRACT (Standard Form)

This Agreement is made and entered into this ____ day of _____, 20__ by and between Joseph J. Grieve, Inc. hereinafter referred to as "Contractor", and _____ hereinafter referred to as "Trucking Company".

Terms of Agreement

This agreement shall remain in full force and effect, and the mutual obligations and covenants shall remain binding upon the parties, until written notice of termination or amendment thereof is provided by CONTRACTOR to TRUCKING COMPANY. TRUCKING COMPANY hereby acknowledges that CONTRACTOR is fully and completely relying upon the representations TRUCKING COMPANY made herein, and TRUCKING COMPANY furthermore affirmatively represents to CONTRACTOR that in the event any of the representations made herein become no longer true or correct that TRUCKING COMPANY shall immediately advise CONTRACTOR in writing of such changed circumstances, including but limited to, changes in insurance coverage, licensing, permitting term or conditions, financial condition, and internal policies affecting any evaluation of the qualifications of any driver or other person employed or utilized by TRUCKING COMPANY.

Scope of Work

TRUCKING COMPANY shall furnish all labor, materials, equipment, and administration, etc. necessary for the proper and complete performance and acceptance by CONTRACTOR of any task assigned or otherwise delegated by CONTRACTOR to TRUCKING COMPANY.

Insurance and Indemnification

TRUCKING COMPANY shall carry the following insurance for the term of the Agreement:

Commercial Auto Liability Insurance. Auto liability insurance providing coverage for bodily injury, including death, property damage liability, and contractual liability covering all owned, leased and non-owned autos, trucks, tractors, trailers, and semi-trailers while performing the transportation services and while on Shipper's property, with a combined single limit for bodily injury and property damage liability of not less than \$1,000,000.00 for each accident or occurrence.

General Liability Insurance. General liability insurance including coverage for bodily injury and property damage, products completed operations, cross liability and broad form contractual liability with respect to CONTRACTOR'S obligations under this Agreement having a combined single limit for bodily injury and property damage liability of not less than \$1,000,000.00 for each accident or occurrence

Workers' Compensation. The TRUCKING COMPANY shall secure and maintain during the life of the contract, coverage for all its employees unless exempt from coverage (see attached)

Transportation Cargo Insurance. The TRUCKING COMPANY shall secure and maintain insurance in sufficient amounts to cover the value of the equipment being transported.

TRUCKING COMPANY shall provide, within in a reasonable time after execution of this agreement and at any time thereafter requested, a certificate of insurance and all other documentation reasonably necessary to evidence at least the following, which are conditions precedent to the performance by and payment by CONTRACTOR to TRUCKING COMPANY of and for any services contemplated by this Agreement:

<p>Certificate Holder and Additional Insured: Joseph J. Grieve, Inc., 5390 Tennyson St., Denver, CO 80212 Workers Compensation: Waiver of subrogation and proof of coverage – (if exempt from coverage-independent contractor declaration must be completed)</p>
--

TRUCKING COMPANY'S required coverage shall be considered primary, and all other insurance shall be considered as excess over and above the TRUCKING COMPANY'S coverage.

Verification of Trucking Company Qualifications

TRUCKING COMPANY affirmatively represents that (i) prior to its execution of this Agreement, TRUCKING COMPANY has reviewed the Request for Verification of Qualifications (the "Verification) attached as Exhibit A to this Agreement : (ii) TRUCKING COMPANY currently has, and will continue to maintain, all licenses and/or permits contemplated by the Verification; (iii) TRUCKING COMPANY currently can, and will continue to be capable of, answering inquiries 6 through 13 of the Verification in the affirmative; (iv) within ten (10) days of its execution of this Agreement and at any time requested thereafter, and as a condition precedent to any payment by CONTRACTOR to TRUCKING COMPANY, TRUCKING COMPANY shall provide to CONTRACTOR that documentation required by the Verification ; and (v) if at any time the representations set forth in (i) through (iv) above, are no longer truthful or accurate, TRUCKING COMPANY shall decline to provide further services under this Agreement and shall immediately advise CONTRACTOR of such fact in writing.

Payment

Payment to the TRUCKING COMPANY shall be subject to those conditions precedents set forth above and are to be made in accordance with agreed upon unit prices and approved quantities. Further, all invoicing by the TRUCKING COMPANY to the CONTRACTOR must include the following information: Invoice/Truck Ticket, Date of Work, Description of Work including origin and/or destination of hauling activity, Units Hauled including weight ticket (if applicable) and Unit Price with extensions and totals. In addition, an authorized CONTRACTOR representative must sign all tickets prior to their inclusion in an invoice.

Indemnification

TRUCKING COMPANY shall defend, indemnify and otherwise hold CONTRACTOR harmless from any and all liability, damages, claims, causes of action, including without limitation CONTRACTOR'S actual costs and attorney fees, arising from the performance by TRUCKING COMPANY of any services contemplated by this Agreement or any breach thereof. TRUCKING COMPANY shall be solely responsible for the payment of any fines, penalties or levies assessed by OSHA, the DOT or any other governmental agency.

Assignment

This Agreement is not assignable by the TRUCKING COMPANY and there are no intended third-party beneficiaries hereunder.

Notices

All notices required hereunder shall be sent via first class mail to the addresses first set forth above unless a written change of address is provided by the parties to one another

Joseph J Grieve, Inc. (sign & date)

Trucking CO. (sign & date)

Joseph J. Grieve, Inc. (printed)

Trucking CO. (printed)

Request for Verification of Qualifications

(Exhibit A to Standard Form Trucking Subcontract)

We have determined that, in the course of regular business, your trucks and drivers are subcontracted to Joseph J. Grieve, Inc. as Independent Contractors. Prior to doing any work for Joseph J. Grieve, Inc. we need all documentation that you are in compliance with the D.O.T. regulations. *Such compliance is mandatory at all times work is being performed at the request or for the benefit Joseph J. Grieve, Inc. and is a condition to precedent to any payment for services.*

We will need you to verify and submit the following documentation to our office:

1. For all purposes with respect to any services performed for Joseph J. Grieve, Inc. you are in fact an Independent Contractor, and if deemed appropriate or necessary, you will submit appropriate documentation to the Colorado Compensation Insurance Authority to confirm such fact. (See attached Independent Contractor Insurance Status)
2. Proof of auto liability insurance listing Joseph J. Grieve, Inc. as additional insured (with a minimum of one million per occurrence)
3. Completed W-9 form (taxpayer ID number and certification)
4. U.S. D.O.T. number _____

Also, we need you to sign below to assure us the following:

5. Your drivers complete the Driver's Daily Vehicle Inspection Report per Federal D.O.T. regulations.
6. Your Commercial vehicles have current annual inspections.
7. Your drivers all have a current Commercial Driver's License
8. Your drivers all have current D.O.T. Physical Card
9. You have screened your drivers and all have the acceptable and legal driving records
10. Your drivers are a part of a Random and Pre-Employment Drug and Alcohol Program; have not tested positive for drugs in the last three years, or that the driver has completed rehabilitation through a Mental Health Facility and can again work in a safety sensitive position driving a commercial vehicle.
11. You can furnish, immediately upon request, proof of items 4-9 to Joseph J. Grieve, Inc.

I have read and acknowledge compliance with all above items.

Dated: _____

Company Name: _____

Signature: _____

Position with Company: _____

Declaration of Independent Contractor Status Form

We certify UNDER PENALTY OF PERJURY that (insert contractor's name and trade name below):

Name: _____ Trade name: _____

Performing (type of work): _____

Federal Employer Identification #: _____

Address: _____

Phone: _____

Is an independent contractor (IC) and is not an employee of the following policyholder (PH):

Policyholder's name: _____

Address: _____

Policy # _____ Phone: _____

We also certify, by OUR initials WHERE APPLICABLE, that the above business for which the above individual performs services meet the following criteria:

- IC ____ PH. ____ 1. The business DOES NOT require the individual to work ONLY for the business for whom services are performed (except that the individual may DECIDE to work only for the business for a definite period);
- IC ____ PH. ____ 2. The business DOES NOT establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);
- IC ____ PH. ____ 3. The business DOES NOT pay the individual a salary or an hourly rate instead of a fixed or contract rate;
- IC ____ PH. ____ 4. The business DOES NOT terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;
- IC ____ PH. ____ 5. The business DOES NOT provide more than minimal training for the individual;
- IC ____ PH. ____ 6. The business DOES NOT provide tools or benefits to the individual (except that materials and equipment may be supplied);
- IC ____ PH. ____ 7. The business DOES NOT dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established);
- IC ____ PH. ____ 8. The business DOES NOT pay the individual personally instead of making payment or checks payable to the trade or business name of the individual;
- IC ____ PH. ____ 9. The business DOES NOT combine the business operations in any way with the individual's business operations instead of maintaining all such operations separately and distinctly.

**** Do not forget to complete page 5 of this form, which contains the Certification by the Independent Contractor. This certification must be signed and notarized. ****

Certification by Independent Contractor

The independent contractor understands that he/she:

- ✓ Will not be entitled to any workers' compensation benefits in the event of injury.
- ✓ Is obligated to pay all federal and state income tax on all money earned while performing services for the business.
- ✓ Is required to provide workers' compensation insurance for all workers that he/she hires.

Signature: _____ Title: _____

Last four digits of Social Security #: XXX-XX-_____ (please do not provide us with your complete Social Security #)

Acceptance of the Independent Contractor named on this form does not change any party's responsibility under the Workers' Compensation Act. If individuals or organizations hired or contracted by the Independent Contractor are not covered by other workers' compensation insurance, the policyholder specified on this form will be charged premium for coverage of those individuals or organizations.

Notary Public

State of Colorado, County of _____

Subscribed and sworn before me by: _____

This _____ day of _____, _____

Commission expires: _____

Signature: _____

Certification by Joseph J. Grieve, Inc. Policyholder

I certify that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status, the proper premium can be assessed.

Signature: _____ Title: _____

Policy # or Federal Employer Identification #: _____

Notary Public

State of Colorado, County of _____

Subscribed and sworn before me by: _____

This _____ day of _____, _____

Commission expires: _____

Signature: _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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. Also see *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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Please submit completed form along with:

- ✓ Copy of valid driver license
- ✓ Copy of DOT Physical Card
- ✓ Truck registration
- ✓ Letter from Drug Test company for proof of enrollment in random consortium
- ✓ Proof of insurance listing Joseph J. Grieve, Inc. as additional insured

Contact Frank for questions: 303.919.9393

Fax: 303.455.1044

Email: info@grievetruckinginc.com

