



STEVE MANNING CONSTRUCTION, INC.

GENERAL ENGINEERING CONTRACTOR
CA LIC #754230

P. O. Box 491660 Redding, CA 96049-1660 Phone
(530) 222-0810 Fax (530) 222-4908

To: All Owner Operators / Sub Haulers Heidi@smci-const.com
Re: 2020 Subhaul Agreement

IF THE FOLLOWING REQUIREMENTS ARE NOT MET OR INSURANCE IS NOT CURRENT, YOU WILL BE REMOVED FROM THE ACTIVE SUBHAUL LIST AND ANY PENDING PAYMENTS TO YOU WILL BE HELD

- ☐ Subhauler Agreement
- ☐ Copy of Driver's License
- ☐ Drug & Alcohol Testing:
 - Authorization to Release Information of Drug Testing Results
 - A copy of your current Certificate of Enrollment from your drug consortium
- ☐ Motor Carrier Permit:
 - Copy of your current Motor Carrier of Property Permit
 - Motor Carrier of Property Certificate of Compliance (CHP 809) form
- ☐ California Air Resources Board (CARB) Compliance Certificate
- ☐ California DOT Truck Owner-Operator Certification of Ownership (Form CEM-2510)
 - If you are an Owner Operator: I need an copy of your truck registration
 - If you lease your truck complete and sign Section 3 of Form CEM-2510 and include a copy of your Lease Agreement
- ☐ IRS Form W-9
- ☐ Your company must be registered with California Department of Industrial Relations as a public works contractor.
 - Information may be obtained here: <http://www.dir.ca.gov/Public-Works/Contractors.html>
 - Per the Department of Industrial Relations, trucking companies that haul materials onsite or to a designated off-site location are considered subcontractors and must register.
- ☐ Insurance:
 - Certification of General Liability insurance coverage
 - **List Steve Manning Construction, Inc. as an additional insured**
 - Combined single limits of \$1,000,000 minimum
 - Certificate of Automobile Insurance
 - Certificate of Workers' Compensation Insurance
 - (If subhauler employs drivers)
 - Signed Waiver of Worker's Compensation Insurance
 - (If subhauler is strictly an owner-operator)
- ☐ If you have employees: I will need certified payrolls for any onsite hauls or off-hauls.

Please note: **your check will be issued to the name on your Form W-9.**

Original Signatures are required

If you have any questions please call (530) 222-0810.

Thank you,

Heidi Hall
Accounts Payable



STEVE MANNING CONSTRUCTION, INC.

GENERAL ENGINEERING CONTRACTOR
CA LIC #754230

2020 Subhaul Trucking Agreement

Between

Steve Manning Construction, Inc.

P.O. Box 491660
Redding, California 96049
Phone: (530) 222-0810
Fax: (530) 222-4908

And

_____ (Hereinafter called Subhauler)

Address _____

_____ Home or office phone

_____ Fax

_____ Cell phone

_____ E-mail address

DIR Public Works Registration # _____

Expiration Date: _____

CA Motor Carrier Permit No.: _____

Expiration Date: _____

USDOT Permit No.: _____

Expiration Date: _____

****Provide a copy of your current Motor Carrier Permit****

****Provide a copy of your CARB compliance certificate****

General Agreement

Steve Manning Construction, Inc. (hereinafter called SMCI) desires to enter into an agreement to engage Subhauler, as an Independent Contractor, for the purpose of transporting sand, gravel, asphalt, dirt, debris, water, construction equipment and similar construction materials. Subhauler desires to contract with SMCI to transport said commodities.

For the purpose of this agreement, movement of property transported by Subhauler for SMCI will be required to be made under Subhauler's operating authority granted by the California Department of Motor Vehicles and/or the Federal Motor Carrier Safety Administration. In no event will Subhauler make shipments under SMCI's name or authority under the terms of this agreement.

Subhauler is engaged in the trucking business and is fully familiar with the trucking services to be provided and the conditions under which the work is to be performed. Subhauler has the title to the motor vehicle(s) and trailer(s) described in the equipment schedule attached to this agreement, or has the right to exclusive use of the described

equipment, or has lawful use of this equipment. Subhauler is the holder of all city, county, state, or federal certificates, permits, registrations, authorizations and licenses that are required or necessary for the conduct of business and the performance of services under the terms of this agreement. Subhauler will continue to hold such certificates, permits, registrations, authorizations and licenses in full force and effect at all times while providing services under the terms of this agreement. Subhauler is fully familiar with the transportation safety regulations promulgated in the California Vehicle Code (hereinafter called CVC), Title 13 of the California Code of Regulations (hereinafter called CCR 13) and Title 49 of the Code of Federal Regulations (hereinafter called CFR 49) that are applicable to transportation services provided to SMCI by Subhauler under the terms of this agreement, and agrees to remain in compliance with said regulations at all times while providing services for SMCI under the terms of this agreement.

Therefore, in consideration of the mutual promises and agreements set forth in this agreement, SMCI and Subhauler agree as follows.

Relationship of Parties

It is the express intent of the parties hereto that Subhauler is an independent contractor, and not an employee, lessee, agent, joint venture, or partner of SMCI for any purpose whatsoever. This agreement is intended by the parties to create the relationship of Shipper and independent contractor, not an employer-employee relationship. Neither Subhauler nor its employees shall be considered employees of SMCI at any time under any circumstances, or for any purpose. Neither party is the agent of the other, and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided in this agreement. SMCI shall have no right to, and shall not, control the manner or prescribed method of accomplishing those services that shall be contracted to and performed by the Subhauler pursuant to this agreement. The general public and all governmental agencies regulating such activity shall be considered so informed.

The provisions of this agreement that reserve ultimate authority of SMCI have been entered into solely to achieve compliance with federal and state laws, rules and interpretations thereof. None of the provisions of this agreement shall be interpreted as creating or establishing a employer-employee relationship between SMCI and Subhauler, or between SMCI and any driver, agent, servant, or other employee of Subhauler.

Under this agreement, nothing shall prevent SMCI from entering into similar agreements with other Subhauler's, nor shall Subhauler be prevented from performing work under agreements or contracts with other parties.

Subhauler shall have the right to refuse haul shipments offered by SMCI. Subhauler is not required to devote exclusive services to SMCI, and shall have the right to perform services for others. Nothing in this agreement shall be construed as an obligation by SMCI to provide any specific quantity of loads or volume of freight to Subhauler.

Subhauler's Employees

Subhauler shall furnish at its own discretion, selection, and expense any labor required incident to the operation of Subhauler's equipment and the pickup, packing, loading, unloading, assembling, disassembling, delivery, and documentation of shipments in performance of services under this agreement.

Subhauler shall assign only properly licensed, qualified employees to perform services for Subhauler under the terms of this agreement. Subhauler shall not assign improperly licensed, unlicensed, or disqualified employees to perform services for Subhauler under the terms of this agreement.

Subhauler shall be solely responsible for the direction and control of its employees, agents and servants, if any, performing labor for the Subhauler under this agreement. Subhauler shall be responsible for their selection, hiring, terminating, supervision, work assignment, and direction. Subhauler shall be responsible for the setting of wages, hours, working conditions, and for addressing its employee's grievances. Subhauler shall determine the method, means, and manner of the performance of the work of its employees, agents, and servants, if any and their performance pursuant to this agreement.

SMCI shall neither have, nor exercise, disciplinary authority or control over Subhauler's employees. SMCI shall have no authority to supervise Subhauler's employees in the performance of their work for Subhauler, and shall have no authority or right to select, approve, hire, terminate, or discipline any of Subhauler's employees.

Subhauler assumes full and sole responsibility for the payment of all wages, benefits and expenses of its employees, agents, or servants, if any, and for all state and federal income tax withholding, unemployment insurance, Social Security taxes, or other taxes or withholdings as to all persons employed by Subhauler in the performance of services under this agreement. Subhauler shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by legally constituting authority with respect hereto.

SMCI shall not be responsible for the wages, benefits or expenses due Subhauler's employees, agents, or servants. SMCI is not authorized to withhold state or federal income taxes, Social Security taxes, unemployment insurance taxes, or other local state or federal tax on behalf of Subhauler or Subhauler's employees. Subhauler shall indemnify, save, and hold harmless SMCI from any and all liability SMCI may incur by Subhauler's failure to comply with the terms of this paragraph.

Subhauler assumes all responsibility for maintaining adequate worker's compensation insurance coverage for itself and all employees, agents, or servants whom Subhauler employs in the performance of services under the terms of this agreement. Subhauler shall provide SMCI with appropriate evidence of said coverage by which SMCI will receive thirty (30) days' notice of cancelation or change in coverage. Subhauler agrees to indemnify and hold SMCI harmless from any and all liability, including but not limited to attorney's fees, imposed or claimed, arising out of any injury, disability or death of any person who performs services under this agreement.

Subhauler agrees, upon reasonable request by SMCI, to provide SMCI with a list of all driver employees covered by Subhauler's worker's compensation insurance policy.

In the event that a court or tribunal of competent jurisdiction enforces any judgment against SMCI for any labor costs resulting from an employment relationship of employees, agents, or contractors of Subhauler, Subhauler agrees to indemnify SMCI against any costs arising out of such judgment.

Therefore, in consideration of the above sections (Relationship of Parties and Subhauler's Employees) of this agreement, SMCI and Subhauler agree that Subhauler is properly considered Employer of its drivers in accordance with federal law (49 CFR 382.107) when Subhauler is providing transportation service for SMCI under the terms of this agreement. All governmental agencies regulating such activity shall be considered so informed.

Scope of Operations

This agreement is between SMCI and the Subhauler. Subhauler shall not have the right to assign any of its rights or delegate any of its duties without express prior written consent of SMCI. Any assignment or delegation not authorized in writing by SMCI shall be void and shall constitute default by Subhauler.

SMCI or their representative will contact Subhauler when loads are available. In the event SMCI makes available to Subhauler, SMCI shall notify Subhauler of material to be transported and of the time and location to load same, all within a reasonable time prior to the required delivery time. Therefore, Subhauler will, without delay, cause said material to be transported to the place designated by SMCI or by SMCI's representative.

This agreement shall not be construed as an agreement by SMCI to furnish any specific amount of goods, materials, or loads for transportation by Subhauler in any particular time or place.

Subhauler shall perform transportation and related services as may be necessary to serve SMCI's customers and to protect customers' cargo against loss and damage. Such services shall conform to the requirements imposed by SMCI under the terms of this agreement and to the requirements of SMCI's customers.

Subhauler warrants that the equipment listed on the attached equipment schedule is properly licensed and/or permitted for operation in the State of California while providing service for SMCI under the terms of this agreement, and that licensing conditions and safety requirements set forth by governing agencies that may be applicable for continued legal operation of equipment shall be followed. Subhauler shall not obligate SMCI for payment of any expense associated with licensing of Subhauler's equipment.

Subhauler shall be responsible for all costs and expenses incident to its performance of services under this agreement, including all operating and maintenance costs for the equipment provided by Subhauler in said performance, including fuel and oil, special permits, all detention and accessorial services, gross revenue taxes, road taxes, tolls and ferries, equipment use fees or taxes, base plates, and any other tax, fine, or fee imposed or assessed

against the equipment, cargo or carrier by any state or federal authority as a result of action by Subhauler or the employees, agents, or servants of Subhauler in performance of services under the terms of this agreement.

Subhauler shall be responsible for cargo hauled for SMCI under the terms of this agreement and shall obtain and deliver to SMCI a duly receipted document covering such shipments transported. It shall be the Subhauler's responsibility to obtain complete bills of lading, to produce the necessary signatures, and to deliver or mail all properly completed paperwork to SMCI prior to the due date for the payment cycle.

Safety

Subhauler shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to safety. Subhauler accepts sole responsibility for the safety of its employees, if any and agrees and intends to perform service for SMCI under terms of this agreement in good faith, and in a safe, responsible and lawful manner.

Subhauler shall ensure that all vehicles used by Subhauler to provide work covered by this agreement are in safe operation condition and that they are operated in compliance with all provisions of federal and state laws and regulations where applicable, with CVC (including the California Highway Patrol Biennial Inspection of Terminal (CHP BIT) program and the DMV pull notice program), with CCR 13, and CFR 49.

Subhauler shall ensure that all drivers operating Subhauler's equipment are properly licensed and qualified in accordance with CVC, CCR 13, and CFR 49. It will be the responsibility of the Subhauler to comply with all requirements set forth by OSHA, CAL-OSHA, MSHA, FHWA, CARB, Cal-Trans, or any other governmental agency's requirements for personal protective equipment (PPE) in the performance of services under this agreement.

Performance

Performance is the essence of this agreement. Insofar as practical, SMCI shall provide Subhauler with reasonable scheduling information, and Subhauler shall conform to schedules provided by SMCI. Subhauler agrees to begin work promptly as scheduled and as requested by SMCI, to perform diligently, in a safe manner, in good faith and in full cooperation with SMCI and with SMCI's customers, and to complete the work requested by SMCI. Failure to maintain the performance standard herein set forth shall give SMCI the right to terminate this agreement in the interest of protecting its reputation for provision of safe and reliable transportation to its customers.

Compliance with Law

Subhauler is responsible for complying with all applicable laws, rules, regulations, ordinances, and other requirements imposed by federal, state, county, or municipal government authority in the conduct of its business. Subhauler is responsible for ensuring that its employees are in compliance with all laws, rules, regulations, ordinances, and other requirements imposed by federal, state, county, or municipal government authority in the conduct of business.

Subhauler shall indemnify and hold SMCI harmless from Subhauler's violation of any applicable laws, rules, regulations, ordinances, and other requirements imposed by federal, state, county or municipal government authority. Upon failure of Subhauler to fulfill the requirements imposed by law, SMCI may reduce Subhauler's compensation in any reasonable amount necessary to offset SMCI's loss and expense, if any, arising out of such default, or may immediately terminate this agreement, or both.

SMCI shall have no obligation or responsibility to Subhauler of Subhauler's employees, agents, or servants for any fine, cost, penalty, monetary or otherwise, arising out of Subhauler or Subhauler's employees violation of any law, rule, ordinance, or regulation of any and all governmental authority while providing service for SMCI under the terms of this agreement.

If Subhauler's operating authority is suspended or revoked by DMV, CHP, and/or FMCSA during the time this agreement is in effective, Subhauler shall immediately notify SMCI. This agreement shall then be considered breached, and shall be immediately terminated by SMCI.

SMCI shall in no way be liable for any damage that may occur to Subhauler's equipment used in the performance of services under this agreement. Subhauler shall indemnify and hold SMCI harmless against any and all liability, including attorney's fees and costs, imposed or claimed to be imposed upon SMCI arising directly or indirectly with

the failure of Subhauler or Subhauler's employees, agents, servants, or representatives to comply with the provisions of this agreement.

Subhauler shall indemnify and hold SMCI harmless against any and all liability, including attorney's fees and costs, imposed or claimed to be imposed upon SMCI arising directly or indirectly from the injury to or death of persons, from damage to property, from cargo damage, theft, or loss caused by or in connection with Subhauler's performance of service under the agreement.

Subhauler shall pay any and all judgments rendered in connection with such injuries, death, claims, loss or damage. In the event of such claim, SMCI shall have the right to withhold payments of any sums due Subhauler until such claim has been settled or until SMCI shall be reasonably satisfied that Subhauler has sufficient insurance to cover said claim.

California Air Resources Board (CARB) Compliance

Subhauler shall provide SMCI with a current certificate of compliance from California Air Resources Board (CARB).

If the fleet or truck owner does not report to the ARB because they are complying with the engine model year schedules, then the owner must provide other documentation to demonstrate that their fleet complies with the regulation. The Subhauler must provide SMCI a written statement from the owner that verifies that they are aware of the Truck and Bus regulation (Title 13, California Code of Regulations, Section 2025) and engine model year and PM filter information about their trucks to demonstrate compliance with the engine model year schedules.

If SMCI becomes aware that one or more vehicles in the Subhauler's fleet do not comply with CARB regulations, this agreement will immediately be terminated. See "Termination of Agreement" on the next page of this agreement.

California Department of Industrial Relations (DIR) Public Works Contractor Registration

Subhauler must be registered with California Department of Industrial Relations as a Public Works Contractor before performing any work on any projects for Steve Manning Construction, Inc.

If your DIR Public Works Contractor Registration is revoked or expires your truck(s) will immediately be removed from our project and this contract may be terminated.

Insurance

Subhauler agrees to carry appropriate trucker's liability insurance coverage for all equipment operated by Subhauler. Such coverage shall be in a minimum amount of one million (\$1,000,000) combined single limit for bodily injury and property damage per occurrence. Subhauler agrees to name SMCI as an additional insured to said insurance policy. An additional insured endorsement must be received by SMCI prior to Subhauler performing work for SMCI.

Subhauler shall agree to carry, at his sole cost and expense, property damage and public liability insurance on equipment at all times. Limits shall fall within State of California Department of Motor Vehicle required minimums or higher amounts in compliance with state laws and regulations. Subhauler agrees to indemnify SMCI against loss, theft, or damage of cargo arising out of actions of Subhauler or its agents or employees. Subhauler agrees that SMCI may deduct costs of such incurred losses from compensation due Subhauler.

Subhauler shall provide unidentified trailer liability insurance for any trailer used while performing service for SMCI under this agreement. Unidentified trailer liability insurance obtained by Subhauler shall cover both unidentified semi-trailers and unidentified pull trailers. Subhauler agrees to name SMCI as an additional insured to said insurance policy. An additional insured endorsement must be received by SMCI prior to Subhauler performing work for SMCI.

Subhauler assumes all responsibility for maintaining adequate worker's compensation insurance coverage for itself and all employees, agents, or servants whom Subhauler employs in the performance of services under the terms of this agreement. Subhauler shall provide SMCI with appropriate evidence of said coverage by which SMCI will receive thirty (30) days' notice of cancelation or change in coverage. Subhauler agrees to indemnify and hold SMCI harmless from any and all liability, including but not limited to attorney's fees, imposed or claimed, arising out of any injury, disability or death of any person who performs services under this agreement.

Payment for Services

Subhauler shall prepare a statement or invoice and submit it to SMCI, along with a copy of the signed shipping documents by the Fifth (5th) and Twentieth (20th) of the month per the following billing payment schedule. SMCI will prepare a statement that reflects all bills of lading received prior to the Fifth (5th) and the Twentieth (20th) for services performed by Subhauler under the terms of this agreement. Said statement shall be binding on the Subhauler, unless written notice of any discrepancy is provided to SMCI within fifteen (15) days of receipt of statement. Failure of Subhauler to notify SMCI of any discrepancy within fifteen (15) days of receiving statement shall constitute a waiver by Subhauler of any legal alleged underpayment or overpayment.

SMCI will compensate Subhauler for services performed under this agreement in an amount equal to the "pay rate" agreed to between SMCI and Subhauler, less any applicable deductions. The "pay rate" is the rate (per hour, per ton, or per load) offered by SMCI for the Subhauler's services. The pay rate shall be considered binding if Subhauler provides services at the pay rate indicated by SMCI. Subhauler hereby authorizes SMCI to deduct from Subhauler's compensation any amounts owed by Subhauler to SMCI, including but not limited to the following:

- 1) Any amounts for which SMCI may be liable from failure of Subhauler to conform to any terms of this agreement.
- 2) Any amounts for which SMCI may be liable or back charged as a result of Subhauler pulling off a job.
- 3) Any claim for loss, shortage, damage, or contamination of cargo handled by Subhauler.
- 4) Any fuel purchased from SMCI.
- 5) Trailer rental payments as agreed to in the Trailer Rental Agreement if applicable.
- 6) Any overpayments.
- 7) Handling charge resulting from failure of Subhauler to conform to the terms of this agreement.
- 8) In the event of damage or theft of any trailers and/or trailing equipment not owned by Sub Hauler, SMCI reserves the right to have said equipment repaired or replaced at a location of SMCI's choice and deduct an amount equal to the amount paid for repair or replacement.
- 9) In the event of damage to SMCI, shipper, or consignee equipment or facilities, SMCI reserves the right to deduct an amount equal to the amount paid for repair of said damage.
- 10) Any advance or payment made to connecting carriers or outside firms furnishing transportation, loading, unloading or related services shall be deducted.
- 11) Any Federal, State, or local agency's liens or levies against subhauler trucker.

If the requirements of this agreement are not met or insurance is not current, your company will be removed from the active subhaul list and any pending payments to you will be held.

SMCI shall pay Subhauler for services under this agreement, less any applicable deductions, on a "Net 30 Day" schedule in which services were provided; provided that Subhauler has submitted signed copies of the completed shipping documents related to such services and a billing statement or invoice to SMCI in a timely manner, in accordance with the Relationship of Parties section in this agreement. All payments will be mailed out weekly via United States Postal Service. SMCI shall retain the option to pay Subhauler earlier than specified above. In no event will SMCI make any advances of compensation due Subhauler.

Payment Schedule:

"Net 30 Day" schedule. We will be processing and releasing payments on a weekly basis for all tags that are due at that time.

Revocation of Prior Agreements

This agreement shall constitute the entire agreement and understanding between parties and shall not be modified, altered, changed, or amended in any way unless in writing and signed by both parties. This agreement supersedes, replaces, and takes precedence over any prior contract and/or concerned with the same or similar matters between parties.

Termination of Agreement

This agreement shall commence on the date of execution and shall continue in effect until December 31, 2020.

This agreement may be terminated at an earlier date in accordance with the following provisions:

- 1) At any time upon mutual written consent of the parties hereto, but not earlier than thirty (30) days from the effective date of this agreement.
- 2) If one party commits a material breach or default of the terms of this agreement. A material breach or default will immediately terminate the agreement. The negligent party shall be given written notice of termination of agreement, and said notice shall specify the breach relied upon.
- 3) By either party without cause upon ten (10) business days prior written notice by certified mail to the other party, with the date of mailing commencing the ten (10) business day period, but not earlier than thirty (30) days from the effective date of this agreement.

Upon termination of this agreement, the following conditions shall apply:

- 1) Subhauler shall complete delivery of any shipment it may at the time be engaged in transporting. Should Subhauler fail to complete delivery of the shipment, Subhauler will be held liable for all expenses incurred by SMCI to complete the day's work.
- 2) Pending any final settlement, SMCI is authorized to withhold such sums as deemed necessary by SMCI to cover Subhauler's liability to SMCI.

Enforcement

By agreeing to provide services requested by SMCI, and/or by undertaking such services, Subhauler warrants that all conditions precedent in this agreement have been satisfied and shall remain effective for the duration of Subhauler's provision of services to this agreement. Subhauler shall indemnify SMCI for any damages from a breach of these warranties.

If any provision in this agreement is deemed to be invalid, void, or unenforceable, the remaining provisions of this agreement will nevertheless continue in full force without being deemed impaired or invalidated in any way.

The failure of SMCI to enforce at any time any of the provisions of this agreement, or to exercise any option herein provided, or to require at any time performance by Subhauler of any of the provisions herein, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of SMCI to thereafter enforce each and every such provision.

The laws of the State of California as to interpretation and performance shall govern this agreement. Since each party acknowledges having had the opportunity to be represented by independent council of its own choice throughout all negotiations preceding execution of this agreement and any addenda to this agreement, the parties agree that the terms of this agreement shall be given a neutral interpretation and any ambiguities or uncertainty in the agreement shall not be construed against either party.

Subhauler agrees to pay reasonable attorney's fees and all other cost and expense which may be incurred by SMCI in the enforcement of this agreement. In case of a dispute or litigation between Subhauler and SMCI, it is hereby agreed that the jurisdiction and venue shall vest in Shasta County. All other venues are hereby expressly waived.

IN WITNESS WHEREOF, authorized representatives of the parties to this agreement have executed it, including attached equipment schedule, incorporated as part of this agreement,

on this the _____ day of _____, 2020, and the same shall be considered binding upon both parties, their heirs, executors, successors, administrators and assignees, and shall remain in full force and effect until December 31, 2020 or until canceled to the terms of this agreement.

Subhauler

Signature

Print Name & Title

SIGN HERE

Steve Manning Construction, Inc.

Signature

Print Name & Title

Date



STEVE MANNING CONSTRUCTION, INC.

GENERAL ENGINEERING CONTRACTOR
CA LIC #754230

DRUG AND ALCOHOL TESTING NOTIFICATION

RELEASE OF LIABILITY FORM

Steve Manning Construction, Inc. is required by Title 49, of Federal Regulations, Parts 40 and 382, Interpretations to Part 382.305, Questions 5, to have a signed release in order to allow your consortium to provide information on drug/alcohol testing program participation, any controlled substances or alcohol test results, participation in a random program, evidence of refusals to be tested, or other violations of DOT rules of which it has information or knowledge.

Consortium Name _____

Consortium Address _____

Consortium Phone _____ Fax _____

Expiration Date _____

I authorize the release of information on drug/alcohol testing program participation, any controlled substances or alcohol test results, participation in its random program, evidence of refusals to be tested, or other violations of DOT rules of which it has information or knowledge, to Steve Manning Construction, Inc. as required by Title 49, CFR, Parts 40 and 382. My signature below releases the liability of and gives the above named consortium the right to provide such information as required by law.

Owner Operator/Subhauler Name _____

Doing Business As _____

Social Security Number _____

Address _____

Phone _____ Fax _____

CA # _____

Signature

Date

Print Name

Please provide a copy of your Current Certificate of Enrollment from your drug consortium.

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_0416.pdf

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



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Chp809_0416.pdf



STEVE MANNING CONSTRUCTION, INC.

GENERAL ENGINEERING CONTRACTOR
CA LIC #754230

Subhauler/Independent Contractor Declaration of Worker's Compensation

Complete and sign the statement below that applies to your company.

I declare that I am an owner/operator with no employees and therefore exempt from Workers' Compensation.

Name of Company: _____

Name: _____ Date: _____

Signature: _____

OR

I declare that I am an owner/operator with employees. I do carry Workers' Compensation Insurance.

Name of Insurance Carrier: _____

Policy Expiration: _____

Name of Company: _____

Name: _____ Date: _____

Signature: _____

Please provide a Certificate of Workers' Compensation Insurance

Complete the following page as it applies to your situation:

If you **OWN** the truck- complete Sections 1 and 2 and include a copy of the truck's DMV registration

.

If you are **LEASING** the truck- complete Sections 1 and 3 and include a copy of your lease agreement.

Make copies as necessary for additional trucks.

TRUCK OWNER-OPERATOR CERTIFICATION OF OWNERSHIP

CEM-2510 (REV 07/2015)

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: _____

Public Works Contractor Registration Number: _____

Name of Driver: _____

Driver License Number: _____

Driver's Social Security Number: _____

Driver's Address: _____

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) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



CA Lic# 754230

REQUEST FOR INFORMATION

CALIFORNIA EDD (EMPLOYMENT DEVELOPMENT DEPARTMENT) DE 542 REPORT OF INDEPENDENT CONTRACTOR

California requires businesses to report to EDD on Form DE 542 on all service providers except those who are exempt because they are:

() A Corporation () A General Partnership () A Limited Liability Company

If none 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.

Thank you for providing us with this information.

Please return the completed form to either the address, fax number, or email below:

Steve Manning Construction, Inc.

PO Box 491660

Redding, CA 96049

OR fax (530) 222-4908

OR email Heidi@smci-const.com

Sincerely,

Heidi Hall
Accounts Payable

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.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) Steve Manning Construction, Inc. PO Box 491660 Redding, CA 96049 P(530)222-0810 F(530)222-4908 |
| | 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:

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.

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 insert a copy of the Driver License for each truck driver covered by this agreement.

Please insert a copy of your California Air Resource Board (CARB) certificate of compliance.

Please insert a copy of your proof of enrollment in a drug consortium.

Please insert a copy of your
Motor Carrier Permit

Please insert a copy of your
registration with California
Department of Industrial Relations
(DIR) Public Works Contractor (PWC)
Registration

Information pertaining to DIR PWC registration
may be obtained at the following website:

<http://www.dir.ca.gov/Public-Works/Contractors.html>

If you are a trucking company and need to
register or renew with DIR click on "Register as a
public works contractor".

*Your DIR registration needs to be renewed prior
to June 30 each year.*