

205 Tunnel Drive  
Canon City, CO 81212  
Phone 719-269-1173  
Fax 719-269-1148



102 South Tejon St., Ste. 1100  
Colorado Springs, CO 80903  
Phone 719-644-7052  
Fax 719-269-1148

Equal Opportunity Employer

SCALE HOUSE

719-275-6746

719-275-8196 (Fax)

## INDEPENDENT HAULER AGREEMENT

This Independent Hauler Agreement between Tezak Heavy Equipment Co., Inc., a Colorado Corporation (Tezak), whose business office and mailing address is 205 Tunnel Drive, Canon City, Colorado, 81212 and \_\_\_\_\_ (Hauler) whose address is \_\_\_\_\_ (Hauler Address) and whose DOT # is \_\_\_\_\_ (DOT#) and is effective as of: \_\_\_\_\_ (Date).

### **I. SCOPE OF WORK:**

Hauler is an independent for hire motor business carrier engaged in the business of hauling aggregate and with sole responsibility for assigning drivers to drive Hauler's trucks. Hauler will provide the trucks (as described in Exhibit A) with drivers for hauling aggregates and materials for Tezak. Hauler and Driver shall certify that Driver is fully licensed and qualified to operate the motor truck (as described in Exhibit B)

Tezak is not leasing Hauler's truck and has no authority to assign drivers to Hauler's trucks. Tezak reserves the right to verify that trucks entering quarry or job site match Exhibit A.

***This Agreement shall terminate 2 years from the effective date above.***

### **II. DUTIES AND RESPONSIBILITIES OF HAULER:**

It is the express intention of the parties hereto that Hauler is an independent contractor and not an employee, agent, joint venture or partner of Tezak for any purposes whatsoever. Neither Hauler nor its employees will be entitled to participate in any of Tezak's pension, stock, bonus, profit sharing, retirement, health, or other employee benefit plans. Tezak shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services which shall be contracted to and performed by Hauler pursuant to this agreement.

Hauler is free to utilize its equipment and employees in any manner that it wishes, to contract with any third party, and to conduct such other business as it may wish as long as such action does not preclude or interfere with Hauler's performance of its obligations under this agreement.

Hauler shall be solely responsible for the employment, training, and supervision of its drivers and for the operation, maintenance and repair of its trucks, and any other equipment. Hauler shall have current registration and permits for all trucks and equipment, and shall be responsible for all operating expenses associated with the operation of the trucks or other equipment during this agreement.

All drivers used by Hauler for performing its work under this agreement shall have the qualifications and licenses required by the Federal Motor Carrier Safety Regulations. Hauler shall not use an **unqualified** or **disqualified** driver for any work for Tezak under any circumstances. Hauler will furnish to Tezak the certification required by 49 CFR §391.65 of the Federal Motor Carrier Safety Regulations for the required certification and attach hereto as Exhibit B.

### III. INSURANCE:

Hauler will, at its expense, provide and maintain insurance covering all operation and transportation services to be provided under this agreement by insurance companies with a Best's insurance Rating of A-(VII) or better or otherwise acceptable to Tezak as follows:

#### A. Workers' Compensation and Employers Liability Insurance:

Hauler will carry Workers' Compensation and Employers Liability Insurance as in the limits and requirements as outlined below:

1. Limits: The statutory limits of Workers' Compensation insurance complying with the laws of the State of Colorado will be maintained. Employers Liability Insurance will be maintained in amounts of not less than \$500,000 each accident for bodily injury by accident, \$500,000 policy limit for bodily injury by disease, and \$500,000 aggregate for bodily injury or disease, or Hauler's limits, **whichever is greater**.
2. Waiver of Subrogation: Hauler waives all rights against Tezak for recovery of damages to the extent these damages are covered by the insurance policies obtained by the Hauler as required by this Agreement. In addition, Hauler shall cause the insurer(s) issuing the required policies applicable to the work to be endorsed to waive the rights of recovery or subrogation.
3. Workers' Compensation Exemption: If Hauler is an owner/operator and is exempt from the requirements of Workers' Compensation by law, Hauler will certify to such by signing a Workers' Compensation Exemption Certificate, attached as Exhibit D, which would become a part of this agreement. The Owner/Operator acknowledges the fact that they are not an employee of Tezak and not covered under Tezak's Workers Compensation. The Owner/Operator may not have anyone else working for them or on their behalf. The Owner/Operator must also be the person signing all documentation, including but not limited to this agreement, scale tickets, and delivery receipts.

#### B. Auto Liability Insurance:

Hauler's Auto Liability Insurance will include coverage for bodily injury and property damage, liability and auto contractual liability covering all autos, trucks, tractor, trailers and semi-trailers while engaged in transportation or hauling operations for Tezak. If Hauler's operations involve the transportation of hazardous materials then auto liability policy will be endorsed with an MCS-90 Endorsement (Federal Motor Carrier Act).

1. Limits of Liability: The limits of liability will be a combined single limit for bodily injury and property damage liability of \$1,000,000 each accident, or Hauler's limits, **whichever is greater**.
2. Additional Insured: Tezak Heavy Equipment Co., Inc. and their officers and employees shall be named as additional insured's under Hauler's Auto Liability Insurance policy.
3. Non-Owned Vehicle Liability: Auto coverage must include coverage for liability arising out of owned, leased, hired, and non-owned vehicles.
4. Waiver of Subrogation: Hauler waives all rights against Tezak for recovery of damages to the extent these damages are covered by the insurance policies obtained by the Hauler as required by this Agreement. In addition, Hauler shall cause the insurer(s) issuing the required policies applicable to the work to be endorsed to waive the rights of recovery or subrogation.

C. General Liability Insurance:

Independent Contractor will carry General Liability insurance including coverage for Products and Completed Operation and Contractual Liability Insurance for the obligations assumed by Independent Contractors in this agreement.

1. Limits of Liability: The limits of liability will be a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence, \$1,000,000 aggregate, or Hauler's limits, **whichever is greater**.
2. Additional Insured: Tezak Heavy Equipment Co., Inc. and their officers and employees shall be named as additional insured's under Hauler's General Liability Insurance policy.
3. ISO Occurrence Form: CGL policy shall be written on ISO Occurrence form CG 00 01 or a form providing equivalent coverage ("modified occurrence" and "claims made" forms are not acceptable) and shall cover liability arising from premises operations, products completed operations, and personal and advertising injury.
4. Waiver of Subrogation: Hauler waives all rights against Tezak for recovery of damages to the extent these damages are covered by the insurance policies obtained by the Hauler as required by this Agreement. In addition, Hauler shall cause the insurer(s) issuing the required policies applicable to the work to be endorsed to waive the rights of recovery or subrogation.

D. Commercial Umbrella (Excess Liability)

1. Umbrella limits of at least \$1,000,000 each Occurrence / \$1,000,000 Aggregate is required.
2. Umbrella policy must follow Commercial General Liability coverage, and include as additional insured all entities required by contract.

E. Certificates of Insurance:

Hauler will furnish certificates of Insurance to Tezak before any work is commenced hereunder by Hauler. The Certificate of Insurance will provide that there will be no cancellation or non-renewal of coverage without prior written notice to Tezak. The acceptance of Certificates of Insurance by Tezak will not limit or relieve Hauler's responsibility to obtain and maintain the insurance coverage specified in this agreement. Tezak's payment to Hauler prior to receipt of the Certificate shall not diminish Hauler's duty to maintain the required insurance and Tezak shall not have waived any rights by allowing Hauler to perform prior to supplying the Certificate.

F. Endorsements:

Each of the policies specified in this Section III, Insurance, shall be endorsed to stipulate that the insurance afforded the additional insured will apply as primary and non-contributory insurance including deductible carried by the additional insured and that any other insurance maintained by Tezak will be excess only and will not be called upon to contribute with the insurance specified in this agreement.

A copy of additional insured, primary & non-contributory, and waiver of subrogation endorsements shall be attached to the Certificate of Insurance.

#### **IV. INDEMNIFICATION:**

Hauler shall indemnify, defend, and hold harmless Tezak and officers, employees, and agents from and against all claims, actions, losses, damages, liabilities, costs, and expenses including without limitation any interest, penalties, and attorney's fees asserted against, resulting to, imposed upon, or incurred by Tezak or their officers, employees, or agents directly or indirectly, by reason of negligence caused by or resulting from damage to property, injury to or death of a person or persons, or other damages or injury attributable to negligence caused by the act or omission of the Hauler or any of its partners, employees, or agents. Hauler shall indemnify and hold harmless Tezak from and against all damages losses, costs, and expenses, including attorney's fees resulting to or incurred by Tezak by reason of or resulting from any breach by Hauler or any of its obligations or covenants under this agreement.

#### **V. COMPLIANCE WITH ALL APPLICABLE LAWS AND POLICIES:**

Hauler will comply with all applicable laws and regulations. This covenant includes, without limitation, (a) the hiring, tenure, conditions of employment, discharging of employees, their hours of work, and rate of and the payment of their wages; and (b) the keeping of records, making of reports, and payment, collection, and/or deduction of Federal, State, and local taxes and contributions. Hauler will keep and have available all necessary records and make all payments, reports, collections, and deductions and otherwise do any and all things as to fully comply with all Federal, State and local laws, ordinances, and regulations, in regard to any and all said matters, insofar as they affect or involve Hauler's performance under this agreement, also to fully relieve Tezak from and protect it against any and all responsibility or liability therefore in regard thereto.

Federal Motor Carrier Regulations: Furthermore, Hauler will comply with all of the provisions of the Federal Motor Carrier Safety Regulations of the US Department of Transportation (Regulations) applicable to motor carriers, employers, and employees.

DOT COMPLIANCE: Any driver used by Hauler must be in compliance with DOT requirements related to holding a Commercial Driver's License (CDL). The Hauler agrees to be responsible for insuring that its drivers used by Tezak comply with DOT requirements, including DOT regulations related to drug testing and the maintenance of drug testing records. The Hauler further agrees to produce all above-described DOT records to Tezak within 24 hours of such request. The Hauler agrees to indemnify Tezak for any fines incurred as a result of Hauler's failure to comply with DOT requirements as set forth above. It will be the Hauler's responsibility to comply and provide evidence to Tezak of DOT compliance. **BY SIGNING THIS AGREEMENT, HAULER VERIFIES AND UNCONDITIONALLY STATES THAT HAULER AND ITS DRIVERS ARE IN DOT COMPLIANCE.** Hauler will notify its drug testing location that Tezak has the right to access Hauler's drug records and will give consent by signing Exhibit C of this Agreement.

Equal Employment: Hauler will comply with all applicable laws, Executive Orders, including but not limited to Executive Order 11246 and 13658, Federal and State Certified Wage Requirements, if any, and regulations concerning nondiscrimination in employment. Hauler agrees not to discriminate against any of its employees or any applicant for employment because of age, race, religion, sex, color, genetic information, national origin, citizenship status, military status, disability or any other status protected by applicable state or local law. Furthermore, Hauler agrees that while this agreement is in place it will abide by Tezak's equal employment policy and anti-harassment statement, workplace violence policy, (available at [www.tezakheavyequipment.com/subcontractors](http://www.tezakheavyequipment.com/subcontractors)).

#### **VI. INVOICES AND PAYMENT:**

Invoices are created daily for the Hauler from Tezak's Material Billing System based on Hauler's daily activity as evidenced by driver signed scale tickets. Tezak shall make payments to Hauler as follows: hauling from the 1<sup>st</sup> – 15<sup>th</sup> of the month are paid on the 25<sup>th</sup> of the month. Hauling from the 16<sup>th</sup> – 31<sup>st</sup> of the month are paid on the 15<sup>th</sup> of the following month. Occasionally, hauling may be calculated on an hourly basis. In this case, Hauler will provide Tezak with a daily ticket listing the amount of hours hauled that day. The daily ticket must be approved in writing by job site supervisor.

## VII. SAFETY:

In addition to complying with all safety laws and regulations, the Hauler will comply with all safety rules and regulations promulgated by Tezak as applicable to its quarry and job sites, including Tezak's general safety policy and drug and alcohol policy (available at [www.tezakheavyequipment.com/subcontractors](http://www.tezakheavyequipment.com/subcontractors)). In addition, the Hauler will comply with any safety rules and regulations promulgated by any third party as applicable to the activities conducted by Hauler pursuant to its performance under this agreement. These rules or those below, are not intended to encompass every conceivable situation or to contradict any applicable laws, legal duties or more stringent site-specific rules. As a result, these general safety rules should always be considered subject to such laws, duties, rules and the exercise of reasonable judgement.

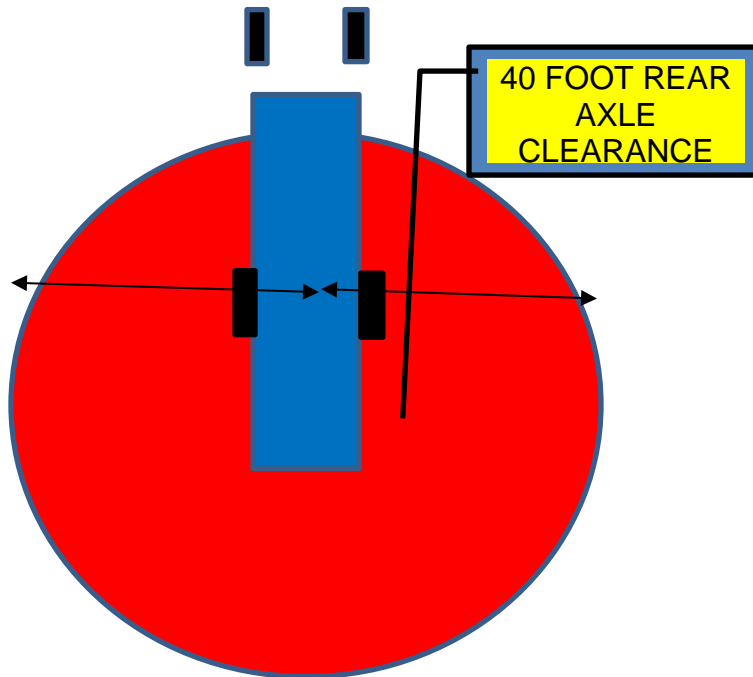
SAFETY RESPONSIBILITY: As Tezak's continuing emphasis on safety, the Hauler is required to follow the same safety rules as Tezak's employees and to ensure that Hauler's employees and sub-haulers follow them as well. These rules are incorporated into this Agreement and failure to abide by them will be considered a breach of this Agreement and said Agreement will be terminated upon written notice.

- Hard hats will be worn while at the quarry, construction site, work site or where posted (not in vehicles).
- Over the ankle hard (steel or polymer) toed leather boots will be worn at the quarry, shop, work sites, or construction sites. No tennis shoe look-a-likes will be permitted. (If not in vehicles)
- Safety glasses will be worn at the quarry, shop, work sites, or construction sites. (If not in vehicles)
- Safety vests will be worn at all construction sites and work site where traffic is present. (If not in vehicles)
- Hearing protection is required for all personnel at posted sites.
- Appropriate clothing will be worn; specifically, no short or tank tops will be permitted at the quarry, work sites, or construction sites.
- All persons entering the quarries must read, understand, and sign T.H.E. Aggregate Source/Table Mountain Site Specific Rules as required by 30 CFR MSHA Part 46. This must be re-read and re-signed annually.
- Be aware that all quarry equipment have inherent "blind spots." Never pull in behind operating equipment or trucks. Be especially aware of equipment backing down ramps. Always yield right of way to quarry equipment. **MAINTAIN AWARENESS OF THOSE AROUND YOUR VEHICLE AT ALL TIMES. IF AT ANY TIME YOU LOSE SIGHT OF ANY PERSON, TRUCK OR EQUIPMENT AROUND YOUR VEHICLE, STOP YOUR VEHICLE IMMEDIATELY UNTIL SIGHT HAS BEEN RE-ESTABLISHED.**
- You must obey all speed limits, traffic signs and other traffic control at all quarries and job sites. Use extreme care when entering and exiting all quarries and jobsites.
- Clean all tailgates and securely fasten a tarp to all loose loads or take any other necessary action to prevent material from escaping from the truck.
- Comply with all applicable weight regulations and inspect all loads prior to leaving any quarry or jobsite. No driver shall leave or enter any quarry or job site with an overweight, unsecured, or unsafe load.
- Accident/Spill Reporting: Any accident with another vehicle or stationary object or any material spill while laden with Tezak's products must be reported to Tezak immediately. Any accidents or spills should first be reported to the proper authorities.
- Road Hazards: The goal of this Section is to eliminate injuries drivers and members of the public suffer from vehicle accidents as well as reduce physical damage to vehicles and equipment. Haulers should be aware of the potential danger of encountering various types of road hazards including but not limited to:
  - Soft shoulders or severe pavement drop-offs that can cause rollover type accidents.
  - Road debris such as tire recaps, metal or lumber can cause severe damage to tires, tire rims, electrical systems, and brake lines. You should be aware of the road ahead to identify potential road debris early and take safe and appropriate avoidance maneuvers.

- Dangerous road conditions such as ruts and large rocks that could cause damage to tanks and undercarriages.

While operating their vehicles, drivers should always drive in the safest and most professional manner possible. Drivers should use their instincts and common sense when coming upon a road hazard, be it on or off road. At no time is the driver expected to drive through a road hazard. If a driver is unsure as to whether to proceed or not the driver, or Hauler, is EXPECTED to call Tezak for further clarification. Damage to vehicles will be at the sole expense of the Hauler if the driver makes the decision to drive through a road hazard or dump loads on uneven or unstable surfaces.

- Tractor Trailer End Dump Dumping: Haulers and drivers operating an end dump tractor trailer are required to leave at a minimum a forty foot safe zone surrounding the rear trailer tire axels. This safe zone is to remain clear of any structures, vehicles, powerlines and people. Failure to comply with this will be considered a breach of this Agreement and said Agreement will be terminated upon written notice. This is a zero tolerance policy.



### VIII. RISK OF LOSS:

Hauler acknowledges that it will bear all risk of loss with regards to its performance under this agreement, including without limitation, cost on losses caused by delays attributable to Hauler, breakdowns of Hauler's trucks, and the acts or omissions of Hauler's employees.

Hauler agrees that it is responsible to pay for all fuel, parts, labor, permits, insurance, licenses, inspections, and any other expense attributable and related to the Services of this Agreement. Any work performed by Tezak for Hauler will be billed by time and material. Any damages recoverable by Tezak from Hauler or payments not received by Tezak from Hauler for work performed by Tezak within 30 days of invoice shall bear interest at the highest rate permitted by law. Tezak shall have the right to withhold funds from payment to Hauler for any outstanding debt owned by Hauler to Tezak.

Hauler acknowledges that Tezak owns trucks for hauling aggregate and has driver employees for operating such trucks. Hauler agrees that Tezak will utilize its trucks and drivers in any manner that it wishes and that Tezak is not obligated to order work from Hauler unless it chooses not to use its own trucks. Hauler agrees not to recruit or hire Tezak driver employees while still employed by Tezak.

Non-Exclusivity: This Agreement shall not constitute an exclusive arrangement. Tezak shall remain free to engage other persons or entities to perform hauling and trucking services. Hauler shall remain free to perform hauling and trucking services for any other person or entity.

**IX. TERMINATION:**

If either party fails to perform its obligations or covenants under this agreement, the non-defaulting party may terminate this agreement by giving 10 days written notice of termination specifying the default. In addition, the non-defaulting party will have the right to avail itself to any or all remediation provided by this agreement or by the law. The parties agree that any remedies provided in this agreement are cumulative and not exclusive.

**X. MEDIATION AND ARBITRATION:**

Mediation: Any claim arising out of or related to the Agreement, except those waived in this Agreement, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fremont County, Colorado, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Arbitration: Any claim arising out of or related to this Agreement, except those waived in this Agreement, shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of this Section.

Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

A demand for arbitration shall be made within the time limits specified in the conditions of the Prime Contract as applicable, and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

Limitations on Consolidation or Joinder: Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

Judgment on Final Award: The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**XI. ATTORNEY'S FEES:**

If there is any mediation or arbitration between the parties pertaining to this agreement, the substantially prevailing party shall be awarded its attorney's fees, court costs, and all other expenses incurred, which pertain to the dispute between the parties. Such amount plus any other amount included in the judgment shall accrue interest at the rate of 18% per annum until collected in full. Such party shall also be awarded all attorneys' fees, court costs, and other expenses incurred in collecting its judgment, including appeals.

**XII. NOTICES:**

All notices required by this agreement shall be in writing and shall be either hand delivered or sent by certified mail, return receipt requested, postage prepaid, the address of the appropriate party as set forth below or to the known address of such party is different than the address below or sent by facsimile or email to the receiving party. All notices so given shall be effective when delivered. Any party may change the address or facsimile number specified in this agreement by giving notice in the manner specified above.

TO: Tezak Heavy Equipment Co., Inc.  
205 Tunnel Drive  
Canon City, CO 81212  
719-269-1173 (Phone)  
719-269-1148 (Fax)

TO: Independent Contractor: \_\_\_\_\_

Phone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**XIII. SEVERABILITY:**

If any provision of this agreement is ruled to be invalid or illegal, such ruling will have no effect upon the remaining provisions, which will be considered legally binding and given the full effect.

**XIV. HEADINGS:**

The headings of the paragraphs and subparagraphs of this agreement are included for convenience only and will not affect the construction or interpretation of any of its provisions.

**XV. BINDING EFFECT:**

This agreement will be binding upon and inure to the benefit of the parties and their successors. Neither party may assign its rights or delegate its duties hereunder without the prior written consent of the other party.

**XVI. ENTIRE AGREEMENT; MODIFICATION WAIVER:**

Except as provided in paragraph XVII, this agreement constitutes the entire agreement of the parties regarding the subject matter of the agreement and supersedes all prior agreements, verbal or written, which pertain to the subject matter of this agreement. This agreement may be modified only in writing, signed by all of the parties. The waiver of a breach of any provision of this agreement will not be construed as a waiver of any subsequent breach. No waiver will be valid unless it is in writing and signed by the party giving the waiver.



**XVII. PRIOR COMMITMENTS:**

If, upon the effective date of this agreement, Hauler has any existing commitments or agreements with Tezak regarding hauling of aggregate, Hauler shall fulfill such commitments or complete its obligations under such agreements in accordance with their terms. In such event this agreement shall apply to the jobs or projects specifically indemnified in this agreement.

**XVIII. GOVERNING LAW; FORUM FOR DISPUTE:**

This agreement shall be construed and governed by the laws of the State of Colorado. Venue for any litigation shall be in Fremont County, Colorado.

**XIX. MISCELLANEOUS:**

Assignment and Modification: This Agreement and any payments related to the same may not be assigned by Hauler to any person or entity without Tezak's advance written consent. Any unauthorized assignment is void. This Agreement sets forth the complete Agreement of the parties with respect to the Services and any modification of the Agreement must be in writing and signed by both parties.

Flow-Down: In the event that the Services are performed in connection with Tezak's performance of a contract with a third party, the provisions of the contract are incorporated into this Agreement by reference.

Confidentiality: Hauler shall treat Tezak's business information, including but not limited to products, customers, haul rates and compensation, as confidential information and shall not disclose the information to any third party.

Limitation of Liability: To the fullest extent permitted by law, Tezak shall not be liable for any consequential, indirect, incidental, special, exemplary, or punitive damages with regard to any claim arising out of or relating to this Agreement.

Tezak Heavy Equipment Co., Inc.

Hauler: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title



Exhibit B  
Independent Contractor Hauler Agreement  
Driver Qualification Certification  
(Attach more sheets as necessary)

\_\_\_\_\_  
Type or Printed Name of Driver

\_\_\_\_\_  
\*\*Driver's License # & Date of Birth

\_\_\_\_\_  
\*Signature of Driver

\_\_\_\_\_  
Date

\_\_\_\_\_  
SS No.

I certify that the above name driver, as defined in 49 CFR §390.5 of the Federal Motor Carrier Safety Regulations, is a single-employer driver driving a commercial motor vehicle operated by the below-named carrier and is fully qualified under 49 CFR §391 of the Federal Motor Carrier Safety Regulations.

The driver's current **\*\*medical examiner's certificate** expires on \_\_\_\_\_  
(Date)

Hauler's certification of Driver's qualifications expires: \_\_\_\_\_  
(Date not later than expiration date of medical certificate)

Issued on: \_\_\_\_\_  
(Date)

Issued By:

\_\_\_\_\_  
(Name of Hauler)

\_\_\_\_\_  
(Hauler Address)

\_\_\_\_\_  
\*Signature of Hauler

\_\_\_\_\_  
Print Name and Title

\*My signature on this document authorizes Tezak Heavy Equipment to check my MVR at the state.

\*\*Copy of Driver's License and Medical Card Attached

Tezak Heavy Equipment Co., Inc. contacted the Hauler which certified the driver's qualifications under this section to verify the validity of the certificate. This contact may be made

In person on \_\_\_\_\_ or by telephone on \_\_\_\_\_ or by letter on \_\_\_\_\_.  
(Date) (Date) (Date)

By: \_\_\_\_\_  
Of Tezak Heavy Equipment Co., Inc.

Tezak shall retain a copy of that certificate in its files for three years. Hauler, which certifies a driver's qualifications, shall be responsible for the accuracy of the certificate.

**Exhibit C**  
**Independent Contractor Hauler Agreement**  
**Records Consent**  
 (Attach more sheets as necessary)

\_\_\_\_\_ (Hauler) is in complete compliance with Department of Transportation rules and regulations. My DOT files are kept at \_\_\_\_\_ and Hauler will furnish these files to Tezak Heavy Equipment Co., Inc., upon request within 24hours.

In addition, Hauler's drug testing program is with \_\_\_\_\_

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_

Hauler hereby gives consent to \_\_\_\_\_ (Drug Testing Company), to release information requested by Section 2 below to Tezak Heavy Equipment Co., Inc. and Hauler will supply the necessary permission from individual employee or sub-hauler to drug testing company.

\_\_\_\_\_  
 Hauler Signature

\_\_\_\_\_  
 Date

**SECTION 1**

**TO BE COMPLETED BY DRIVER**

I, (print name) _____				
	First _____	Middle Name _____	Last _____	Date of Birth _____
<b>authorize company:</b>				Email _____
	Street _____			Phone _____
	City, State, Zip _____			Fax # _____
To release and forward the information requested by Section 2 (below) of this document concerning my Alcohol and Controlled Substances Testing records within the previous 3 years from: <b>Date of Consent:</b> _____				
	To: Tezak Heavy Equipment Co., Inc.		Attention: Cat Burns	
	Street Address: 205 Tunnel Drive		City, State, Zip: Canon City, CO 81212	
	Phone #: 719-269-1173			
_____ <b>Driver Signature</b>			_____ <b>Date</b>	
<i>This information is being requested in compliance §391.23</i>				

**SECTION 2**

**Information Requested by Tezak Heavy Equipment Co., Inc.**

1. Any alcohol test with a result of 0.04 or higher alcohol concentration.
2. Any positive or adulterated or substituted a test specimen for controlled substances.
3. Any refusal to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test.
4. Any violations of Subpart B of Part 382, or Part 40.
5. Any violation of a DOT drug and alcohol regulation, and/or failure to undertake or complete a program prescribed by Substance Abuse Professional (SAP).
6. For a driver who successfully completed a SAP's rehabilitation referral, any subsequent alcohol test result of 0.04 or greater a verified positive test, or refused to be tested.



**Exhibit D  
WORKERS' COMPENSATION EXEMPTION CERTIFICATE  
(To be completed only if Hauler has no employees)**

I, \_\_\_\_\_  
Please print name

as owner / partner / stockholder (circle one) \_\_\_\_\_  
Please print business name

located at: \_\_\_\_\_  
Address City/State Zip

being operated as Sole Proprietorship / Partnership / Corporation (circle one), certify this company has no employees as defined by the State of Colorado Workers' Compensation Law and that no individual performs services for pay except for the owner, partner or stockholders listed below and is therefore exempt from and not required by Colorado law to have workers' compensation insurance. The undersigned also declare that an independent contractor status exists between this company and Tezak Heavy Equipment Co., Inc.

If the company's status changes in such a manner that requires Workers' Compensation Insurance, all work will be suspended until such insurance has been obtained and proof of insurance coverage is provided to Tezak Heavy Equipment. If proof of insurance is not provided in a timely manner (Tezak Heavy Equipment will be the sole judge of what is "timely"), any and all contracts, agreement and/or task orders will be cancelled according to the provisions of the contract, agreement and/or task order.

By signing this certification, the undersigned waives all rights to and understands that he/she will not be entitled to any Workers' Compensation benefits from Tezak Heavy Equipment in the event of injury, is obligated to pay all federal and state income tax on all money earned while performing services for Tezak Heavy Equipment, and is required to provide workers' compensation insurance for all workers that the company hires.

Name (Please print)	Signature	Title	Date

State of Colorado )  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared,

\_\_\_\_\_ whose identity was proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

\_\_\_\_\_  
Notary Public  
Expires on: \_\_\_\_\_

SEAL