



**Trucking Subcontract**  
*P.R. Trucking Enterprises, Inc.*  
331 S. Lipan St. Denver, CO 80223

ANSWER ALL  
QUESTIONS  
PLEASE PRINT

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between P. R. Trucking Enterprise 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 of 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 not limited to changes in insurance coverage, licensing, permitting terms 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:

- Business Auto Policy: Coverage shall be provided, including bodily injury and property damage, at a combined single limit of no less than \$1,000,000.
- 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

Certificate Holder and Additional Insured: P.R. Trucking Enterprises, Inc. 331 S. Lipan St., Denver, CO 80223

Workers Compensation: Waiver of subrogation and proof of coverage  
(if exempt from coverage, independent contractor declaration must be completed)

TRUCKING COMPANY’S required coverage shall be considered primary, and all other insurance 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 inquires 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 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 TRUCKING COMPANY shall be subjected 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 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 government agency.

**ASSIGNMENT**

This Agreement is not assignable by 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 and a written change of address is provided by the parties to one another.

\_\_\_\_\_  
P.R. Trucking Enterprises, Inc. (sign and date)

\_\_\_\_\_  
Trucking CO. (sign and date)

\_\_\_\_\_  
P.R. Trucking Enterprises, Inc. (printed)

\_\_\_\_\_  
Trucking CO. (printed)

**REQUEST FOR VERIFICATION OF QUALIFICATIONS**

(Exhibit A to Standard Form Trucking Subcontracted)

We have determined that, in the course of regular business, your trucks and drivers are subcontracted to P.R. Trucking Enterprises as Independent Contractors, Prior to doing any work for P.R. Trucking Enterprises we need 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 of P.R. Trucking Enterprises and is a condition of 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 P.R. Trucking Enterprises 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 a fact. (see attached Independent Contractor Insurance Status)
2. Proof of auto liability insurance listing P.R. Trucking Enterprises as Additional Insured (with a minimum of \$1 million per occurrence).
3. Completed W-9 form (taxpayer ID number and certification)
4. U.S. D.O.T ID number

Also, we need you to sign below to assure us of 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 drives all have a current Commercial Driver's License.
8. Your drivers all have a current D.O.T. Physical card.
9. You have screened your drivers and all have 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 3 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 6-10 to P.R. Trucking Enterprises.

On I have read and acknowledge compliance with all of the above items.

Dated: \_\_\_\_\_

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

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

Position with Company: \_\_\_\_\_

**INDEPENDENT CONTRACTOR INSURANCE STATUS**

*DECLARATION: MUST BE COMPLETED*

The undersigned contractual work for: P.R.Trucking Enterprises.

\_\_\_\_\_  
(Policy Number)

Herein referred to as the “prime contractor”) as an “independent contractor” and claims to be exempt from Worker’s Compensation Insurance coverage by virtue or meeting the following provisions of CRS 8-48-101 2.50, as amended:

1. I own the assets of a business, company or service known as: \_\_\_\_\_.  
(Business Name)
2. I manage and control such business, company or service;
3. I have ultimate responsibility for all decisions affecting such business, company or service;
4. I am subject to realize any profit or loss from such business, company or service as evidence by my being required to file a Tax Schedule C, or Schedules A& L(Form 1065) of the Partnership Tax return with the Federal Internal Revenue Service annually.

Because I am exempt, I understand that if I am injured while performing contractual work for the prime contractor, I will not be covered for such injury under the prime contractor’s insurance policy. I further understand that if I have someone else drive my truck, I am still required to provide Worker’s Compensation Insurance for all of my employees.

Having read and understood the above provisions, I certify under the penalty of perjury that I meet all of the active requirements and am thereby exempt from the Worker’s Compensation Act.

\_\_\_\_\_  
(Name of Independent Contractor/Business)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature of Independent Contractor)

\_\_\_\_\_  
SSN / Federal Tax ID No.

\_\_\_\_\_  
Date