

# ROCK ON TRUCKS INC.

3100 7<sup>th</sup> Street S, Waite Park, MN 56387 Office (320) 230-2998 Fax (320) 230-2912

## ITO/MTO Hauling Agreement

February 12, 2024

The information listed below and in the following pages is required for you to work with Rock On Trucks, Inc. Please help us out by taking the time to read the following information and return the necessary paperwork to [safety@rockontrucks.com](mailto:safety@rockontrucks.com)

**We require the following information in our office for your file:**

### **REQUIRED BY ALL ITO & MTO COMPANIES**

1. Completed ITO/MTO contractor information request form (*Included*)
2. Insurance certificate (Additional Insured & Waiver of Subrogation requirements per contract) SAMPLE INCLUDED
3. If pulling a Rock On issued trailer – non-owned, un-described trailer insurance for value of \$50,000 is required listing Rock On Enterprises, Inc. as Loss Payee & additional insured.
4. Completed Certificate of Compliance MN Workers Compensation Form (*Included*)
5. Completed W-9 form (*Included*)
6. Vendor ACH payment enrollment form (only turn in if new vendor or bank account has changed)
7. If pulling a Rock On Trailer – a current MVR (Motor Vehicle Report) for each driver is required.
8. Letter from your D.O.T. compliance company in which you are enrolled in a random testing pool
9. Completed proof of D.O.T. compliance form (*Included*)
10. Signed and dated policy and procedure letter form (*Included*)
11. Signed and dated safety policy form (*Included*)
12. Responsible contractors form (*Included*) – Fill In Subcontractor, Sign & Date. Doesn't need to be notarized
13. Your Swift Vendor ID number (Application and instructions enclosed)
14. Signed Broker/Carrier Agreement (*Included*)
15. Completed Schedule I (*Included*)
16. Completed Schedule II (*Included*)
17. Federal Motor Carrier safety regulations form (*Included*)

### **REQUIRED BY ALL ITO COMPANIES ONLY**

1. Copy of front and back of driver's license
2. Copy of valid D.O.T. physical card
3. Copy of the title to truck, cab card or license renewal for truck
4. Copy of valid annual D.O.T. inspection for truck and/or trailer
5. Independent contractor status determination test form (*Included*)
6. Disclosure and release form (*Included*)

### **REQUIRED BY ALL MTO COMPANIES ONLY**

1. MTO Request to Sublet (*Included*) - Fill in Trucking Co Info and Sign ONLY please
2. AASHTOWare Registration Form (*Included*) – Needed if you are not already enrolled
3. Workers comp certificate of insurance (if not listed on above insurance certificate)

If you already have a contract in place with Rock On Trucks, Inc., this **updated contract needs to be in our office before you start hauling.** If you have any questions, please give me a call at (320) 257-5531. Thank you for your cooperation.

**ALL PAPERWORK MUST BE TURNED IN TO ROCK ON TRUCKS FOR YOU TO BE PAID!!!**

# ROCK ON TRUCKS INC.

## ITO/MTO CONTRACTOR INFORMATION REQUEST

The following needs to be completed for us to enter your company into our system and is REQUIRED by the state for prevailing wage jobs for the payroll reports.

DATE: \_\_\_\_\_ ASSIGNED ROCK ON HAULER NUMBER \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CELL #: \_\_\_\_\_ Smart Phone [ ] Yes [ ] No – Cell Provider \_\_\_\_\_ Dispatch: [ ] Email or [ ] Text

ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP CODE: \_\_\_\_\_

EMERGENCY CONTACT PERSON: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

FED TAX ID #: \_\_\_\_\_ MN TAX ID#: \_\_\_\_\_ DOT#: \_\_\_\_\_ MC#: \_\_\_\_\_

SWIFT VENDOR #: \_\_\_\_\_ (To register go to: <https://mn.gov/mmb/accounting/swift/vendor-resources/>)

ARE YOU A CERTIFIED DBE, MBE, WBE OR TBG WITH THE STATE OF MN? YES / NO (If yes circle which one)

STATES APPORTIONED FOR: ☐ MN ☐ ALL 48 States

Equipment Types:

\_\_\_\_\_ I have tractor only and need a trailer - Do you have a wet kit? \_\_\_\_\_ Trailer Type: End Dump/ Side Dump/ Belly Dump

# of Each Type: Dump Trucks: Tri \_\_\_\_\_ Tandem \_\_\_\_\_ Quad \_\_\_\_\_ Quint \_\_\_\_\_ 7 Axle \_\_\_\_\_

End Dump \_\_\_\_\_ Side Dump \_\_\_\_\_ Belly Dump \_\_\_\_\_ Dry Van \_\_\_\_\_ Reefer \_\_\_\_\_ Step Deck \_\_\_\_\_ Flatbed \_\_\_\_\_

Equipment Type:	Unit #:	License Plate:	Vin #:	Empty Weight:
Example: Quad	13	ABC123	1DFT56STHYS123456	18,000

Were you referred by anyone? [ ] Yes [ ] No – If Yes, Please let us know who to thank with our Referral program!

Referred By: \_\_\_\_\_ Name of Company \_\_\_\_\_

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>INSURANCE AGENCY NAME</b> <b>INSURANCE AGENCY ADDRESS</b> <b>CITY/STATE/ZIP</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C, No):</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> <b>SUBCONTRACTOR NAME</b> <b>SUBCONTRACTOR ADDRESS</b> <b>CITY/STATE/ZIP</b>		<b>INSURER A : INSURANCE COMPANY A</b> <b>INSURER B : INSURANCE COMPANY B</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<b>X</b>	<b>X</b>	<b>POLICY NUMBER</b>	<b>EFF DATE</b>	<b>EXP DATE</b>	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident)	<b>\$1,000,000</b> <b>\$100,000</b> <b>\$5,000</b> <b>\$1,000,000</b> <b>\$2,000,000</b> <b>\$2,000,000</b> <b>\$</b> <b>\$1,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>X</b>	<b>X</b>	<b>POLICY NUMBER</b>	<b>EFF DATE</b>	<b>EXP DATE</b>	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	<b>\$</b> <b>\$</b> <b>\$</b>
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>X</b>	<b>X</b>	<b>POLICY NUMBER</b>	<b>EFF DATE</b>	<b>EXP DATE</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	<b>\$500,000</b> <b>\$500,000</b> <b>\$500,000</b>
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)								

ANY/ALL WORK PERFORMED. ROCK ON TRUCKS, THE OWNER AND OTHERS AS REQUIRED IN THE CONTRACT DOCUMENTS ARE INCLUDED AS ADDITIONAL INSUREDS, ON A PRIMARY & NONCONTRIBUTORY BASIS IF REQUIRED BY WRITTEN CONTRACT W/RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY and UMBRELLA LIABILITY. WAIVER OF SUBROGATION APPLIES, IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE GL, AUTO, WC AND UMBRELLA IN FAVOR OF ROCK ON TRUCKS, THE OWNER AND OTHERS AS REQUIRED IN THE CONTRACT DOCUMENTS.

## CERTIFICATE HOLDER

## CANCELLATION

Rock On Trucks  
 3100 7<sup>th</sup> Street S,  
 Waite Park, MN  
 56387

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Mailing Address:  
PO Box 64217  
St. Paul, MN 55164-0217

Email: [dli.license@state.mn.us](mailto:dli.license@state.mn.us)  
Website: [dli.mn.gov](http://dli.mn.gov)  
Phone: (651) 284-5034

## Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

### Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number	Alternate telephone number
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Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes)	City	State	ZIP code
County	Email address		

**You must complete number 1 or 2 below.**

**Note:** You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. ☐ **I have a workers' compensation insurance policy.**

Insurance company name (not the insurance agent)

Policy number:	Effective date:	Expiration date:
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☐ **I am self-insured for workers' compensation.** (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see <https://mn.gov/commerce/industries/insurance/licensing/self-insurance>.)

2. **I am not required to have workers' compensation insurance because:**

- ☐ I only use independent contractors and do not have employees. (See [Minn. Stat. § 176.043](#) for trucking and messenger courier industries; [Minn. Stat. § 181.723, subd. 4](#), for building construction; and [Minnesota Rules chapter 5224](#) for other industries.)
- ☐ I do not use independent contractors and have no employees. (See [Minn. Stat. § 176.011, subd. 9](#), for the definition of an employee.)
- ☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- ☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See [Minn. Stat. § 176.041](#) for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

**Print name:**

Applicant signature (required)	Title	Date
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If you have questions about completing this form or to request this form in braille, large print or audio.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://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 <b>one</b> 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) ► _____ <b>Note:</b> 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 <b>not</b> 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)
	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 ►
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## 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](http://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.*

# ROCK ON TRUCKS, INC.

3100 7<sup>th</sup> Street South Waite Park, MN 56387

Office (320) 230-2998 Dispatch (320) 257-5545

Fax (320) 230-2912

## Vendor ACH Payment Enrollment Form

**This form is used for Automated Clearing House (ACH) payments to provide payment related information to your financial institution. You must check with your financial institution to confirm that funds have been deposited.**

Please check one of the following: ☐ New ☐ Change

### **Payee/Company Information**

Name:	Vendor #:
Current Mailing Address:	
Social Security or Taxpayer ID:	Contact Person Name:
Home Telephone:	Mobile Telephone:
Work Telephone:	Email Address:

### **Financial Institution Information**

Name:	
Address:	
Routing #:	Account #:
Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	

Name of Payee or Authorized Official (please print):
Signature and Title of Payee or Authorized Official:
Date:

A voided check must accompany this form in order to receive payments electronically. A Social Security Number or Taxpayer ID is required for vendor verification. An email address is required to participate in this program.

[www.rockontrucks.com](http://www.rockontrucks.com)

Members of:



**TO: ALL ITO'S AND CONTRACT HAULERS**

**RE: PROOF OF DOT COMPLIANCE**

TO WHOM IT MAY CONCERN:

ALL ITO'S OR CONTRACT HAULERS OR THEIR AGENTS (HEREIN AFTER CALLED "HAULERS") MUST COMPLY WITH MINNESOTA STATUTES 221.025 THROUGH 221.033 AND ANY APPLICABLE U.S. DEPT. OF TRANSPORTATION FEDERAL MOTOR CARRIER SAFETY REGULATION APPLICABLE UNDER PARTS 382.383.390-399

WE REQUIRE THAT THE HAULER MUST BE ABLE TO SUBSTANTIATE THAT ITS EMPLOYEES(S) AND OR AGENTS(S), THAT ARE SUBJECT TO THE ABOVE RULES, ARE IN COMPLIANCE WITH THE APPLICABLE STATE AND FEDERAL REQUIREMENT. ALSO, THAT THE HAULERS EMPLOYEES(S) AND/OR AGENTS(S) ARE ADEQUATELY TRAINED IN THE APPLICABLE REGULATIONS AND THEIR RESPONSIBILITY THERETO.

THE HAULER, IF REQUIRED, MUST MAINTAIN AND SUBSTANTIATE THAT HE/SHE COMPLIES WITH:

- 1) REQUIRED DRIVER QUALIFICATIONS FILES
- 2) DRUG AND ALCOHOL TEST REQUIREMENTS (NAME, ADDRESS, PHONE # OF HAULERS DRUG CONSORTIUM)
- 3) DAILY VEHICLE INSPECTION RULES
- 4) ANNUAL VEHICLE INSPECTIONS (SEC. 169,78)
- 5) COMPLETE AND ACCURATE VEHICLE MAINTENANCE FILES

LIST THE NAME, ADDRESS, PHONE #. AND CONTACT PERSON OF HAULERS DRUG AND ALCOHOL TESTING COMPANY IN THE SPACES BELOW.

\_\_\_\_\_  
CONSORTIUM NAME

\_\_\_\_\_  
CONSORTIUM ADDRESS

\_\_\_\_\_  
CONSORTIUM PHONE #

\_\_\_\_\_  
CONTACT PERSON

THE HAULER AGREES TO IMMEDIATELY NOTIFY ROCK ON TRUCKS, INC. IF THE HAULER IS NOT IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS.

THE HAULER SHALL HOLD ROCK ON TRUCKS, INC. HARMLESS FROM ANY CLAIMS OR FINES RESULTING FROM THE HAULERS NON-COMPLIANCE OF STATE AND FEDERAL REGULATIONS, AND IN ADDITION, WILL HOLD ROCK ON TRUCKS, INC. HARMLESS FOR ANY DAMAGES RESULTING FROM INJURY OR DESTRUCTION TO PROPERTY OR PERSONS THROUGH THE NEGLIGENCE OF HAULER. PLEASE SIGN, DATE, AND RETURN ONE COPY OF THIS LETTER.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

# ROCK ON TRUCKS INC.

3100 7<sup>th</sup> Street S Waite Park, MN 56387  
OFFICE (320) 230-2998 FAX (320) 230-2912

## Policy and Procedures

February 12, 2024

To: ITO's and MTO's

Re: Paper work – Please read carefully. If you have drivers – **Please give copy to them.**

Welcome to Rock On or Welcome back. The 2023 season is about to begin and looks to be a very busy year. The following policies are necessary to follow for prompt settlements to you the independent contractor.

### Dispatch

Dispatch can be reached between the hours of **5:30 am – 6:00 pm Monday - Friday, 5:30 am – Noon on Saturday, and 4:00 pm – 6:00 pm on Sunday. Please be respectful of this request.**

Exceptions: If you feel the weather is threatening a job you may call earlier or later to check the status or if you cannot meet your job appointment.

Dump Trucks, Belly Dumps and Side Dump call: **Cell (651) 755-7625 / Direct (320) 257-5547**  
End Dump call: **Cell (320) 249-6050 / Direct (320) 257-5545**

Although Dispatch should be your first call - Kevin Vierkant can also be reached between the hours of **5:30 am – 6:00 pm Monday - Friday, and 7:00 am – Noon on Saturday. Please be respectful of this request.** Exceptions: If you feel the weather is threatening a job you may call earlier or later to check the status or if you cannot meet your job appointment. **Cell (763) 238-9882**

Make sure that your ticket is printed for where you are dispatched and for the material you have on your truck/trailer. **It's your responsibility to know your ticket is correct before leaving the scale.** If it is incorrect have the scale change it immediately so they bill the correct customer the correct material.

**Overloading** – If you feel you are being overloaded – Call dispatch immediately, DO NOT haul the load. Safety is priority. Talk to the job foreman and work out how to leave the jobsite with a legal load. Remember **you** are ultimately responsible for knowing what you can haul; therefore, **you** are responsible for your overweight fines. MN Statute 169.871.

**Start time on an hourly job is the Dispatch time** (there are some jobs that it is the load time). Hourly jobs must **have sign out signatures** from the supervisor/foreman of that job. Put the correct hours down on your paperwork. We will be paying accordingly. Make sure to deduct any break or down time.

**Job site mailbox:** Most customers (Job Sites) require us to put a scale ticket in the mailbox at the job site: You **must** put one copy of your weight slips at the delivery site **at the time** you deliver the load, each, and every load. **Do not ever assume** you are going to the same place twice in the same day. Therefore, put your tickets in the mailbox each time you deliver your load.



# DISPATCH EXAMPLE

**Eqp** =End Dump  
**On Job** =02/12/24  
**OJT** =07:00  
**Trk#** =V3560  
**Trl#** = This will be blank unless you are renting a Rock ON Trailer  
**ROT Job #** =009332-0000  
**Cust** =Pine Bend Paving  
**Cjob** =MM to Sherco Solar Substation  
**Orig** =Martin Marietta – Waite Park  
**1450 Division Street**  
**Waite Park, MN 56387**  
**Odir** =  
**CB chan 21**  
**MBT** =Pine Bend Paving  
**Comm** =3/4 Wash Chips #0721  
**FTyp** =Tons  
**Delv** =Sherco Solar Substation  
**11492 115th Ave SE**  
**Clear Lake, MN**  
**Ddir** =  
**Enter site on right shoulder**  
**Cmts** =875 TON  
**PO#** =158588  
**Cust Job #** =  
**PREVLWAGE** =N

\*\*There may be coordinates in place of an address (see below) you will copy/paste or type them in exactly like you see them to google maps. 45.247790, -95.008725 do not type in any words. It is VERY important to put the space and all characters in as you see them for it to be accurate.

<input type="checkbox"/>	Haul To		Willmar WYE
			45.247790, -95.008725, Willmar,

**Eqp** - Type of trailer and/or dump truck  
**On Job** - Date of job  
**OJT** - Time the job starts  
**Trk#** - Truck #  
**Trl #** - Trailer #  
**ROT Job #** - Rock On's Job # that you will put on all your tickets and on your recap  
**Cust** - Customers name  
**Cjob** - Customers job name  
**Orig** - Where you will pick up the load  
**Odir** - Any special pickup instructions or directions  
**MBT (Material Billed To)** - This is who the material is being billed to  
**Comm** - Material you are hauling  
**FTyp** - Whether the job is tonnage or hourly  
**Delv** - Where you will deliver the load  
**Ddir** - Any special delivery instructions or directions  
**Cmts** - Any additional comments about the job  
**PO#** - Customer PO #  
**Cust Job#** - Customer Job #  
**PREVLWAGE** - Tells you if the job is prevailing wage or not

## Paperwork Due Date & Policy

We are **service plus company** and that means we bill our customers and pay our subhaulers promptly. To do this, paperwork is due in Rock On's Office the following Monday for the previous week.

- If you mail it, it **MUST BE POST MARKED with MONDAY'S date** to be accepted otherwise it is considered late.
- If you drop off at Rock On Office it **MUST BE TURNED IN NO LATER THAN MONDAY NIGHT AT 6:00 P.M. in the Black Mail box that says Driver Paperwork. Please put paperwork in an envelope.**
- If you scan it, you **MUST** scan as a Black & White PDF, not a picture and emailed to [billing@rockontrucks.com](mailto:billing@rockontrucks.com). If the paperwork is not readable, we will make you rescan or turn it in a different way which may delay your payment. We recommend free app Adobe Scan. App instructions are included on next page.
- Any paperwork that is turned in after this time will be processed the following week. Which means your paycheck will be delayed by a week **NO EXCEPTIONS**
- See contract about late paperwork
- Only 1 ticket needs to be turned in with your paperwork. If you receive a ticket submit it whether you think it is needed or not.
- **Any questions on paperwork call Billing at 320-257-5532.**

**\*\*Before you send:** Make sure you have your weekly recap or Invoice, all tickets that are listed, double check to make sure Job # is on the top center of all tickets, Vendor # is on the top right corner of all tickets, fuel receipts have the vendor # on them if you are on the fuel program. This part is very important. **\*\***

## Tickets

**All tickets must have the ROT Job # on the Top Center.**

**Example 7998-2**

**All tickets must have on the top Right Corner your Vendor #**

**Example V1805**

Job number will be provided to you on your hard mount. If you do not have a hard mount installed you will get your job number from your dispatch. This is very important to know and have on all your paperwork. Reminder that each job will have a new number, hauling different products may also have a different job number.

**\*\*\*Make sure that you enter all ticket numbers into the hard mount with tons and hours and are linking them to the correct dispatch. \*\*\*** (Billing will be calling you if you are not doing so.)

Note: Office separates out all tickets so it is very important that this information is on all tickets.

# Adobe Scan App Instructions

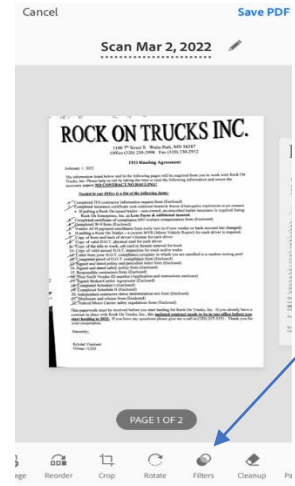
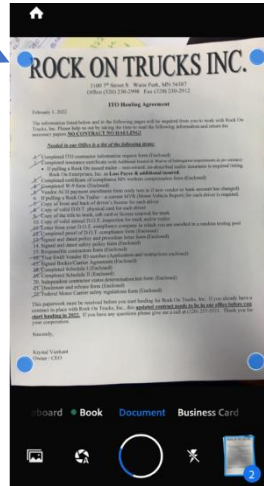
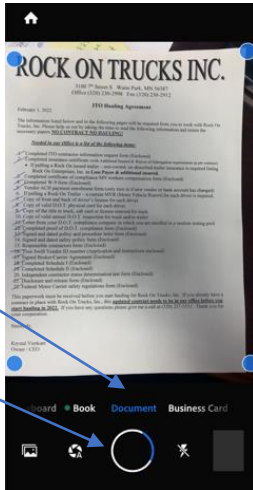


- 1) Download app to your Phone – icon should look like this
- 2) Register the App

3) Once signed in you will make sure it is on Document and put it straight over the paper you are scanning and push the circle button to take a picture.

4) You will adjust the picture to make sure you are not cutting off ticket # or signatures. As you continue to take pictures, you will see the # increasing in the bottom

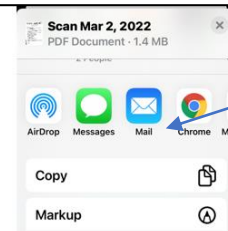
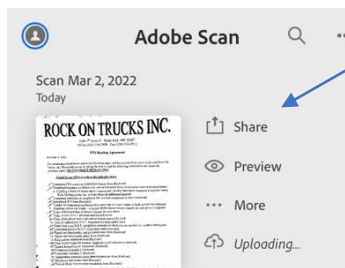
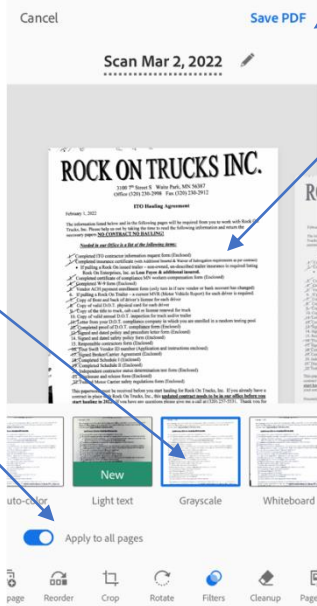
5) Once you are done taking pictures, you click on the # on the bottom right and it will bring you to another screen. Click on Filters



6) Click on Grayscale and then click on Apply to all pages, swipe to the right to make sure all pages are clear and readable. Then click on Save PDF

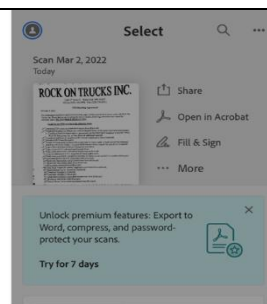
7) Click on Share

9) Click on your icon for your email app

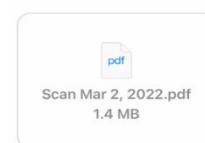


8) Click on Share Copy

10) When your email comes up type in To: [billing@rockontrucks.com](mailto:billing@rockontrucks.com) (helps if you save email in contacts) and in the subject type in WE and the Sundays date for the week you just worked. Ex: work 2/28-3/4 you put WE 3.6.22



To: [billing@rockontrucks.com](mailto:billing@rockontrucks.com)  
Cc/Bcc, From: krystal@rockontrucks.com  
Subject: WE 3.6.22



## Rock On Trucks Tickets

Use a Rock On Ticket in the following situations:

- **Hauling out of Allied Blacktop yard** – Fill in job#, Loaded At, Delivered To, record all your loads and staple the tiny paper receipts that the loader gives you to the bottom left corner of the Rock On Ticket. If same job it is all on one Rock On Ticket, if you go to multiple locations a Rock On Ticket gets filled out for each location. Not all loads are paid the same.
- **If you do not receive a scale tag from the pit or hourly ticket from the contractor.**
- **Hauling out of Rock On Trucks yard** – hauling of aglime to farmers fields.
- **Wait Times** – You are at a plant and they break down causing you a delay in load or unload time. Dispatcher will let you know if one of these tickets is needed.
- **Mobilization Time** – Time spent getting to a project. Only on jobs that we are getting paid for it. Your dispatcher will let you know if the job has a mobilization time.

**How to fill out a Rock On Ticket:** If not filled out completely, you will be called and depending on what is missing you might have to come in and fix it which could delay your paycheck.

- **Top Center ROT Job #**
- Under the **ticket number**, in the right-hand corner, put your information Vendor #
- Select what **type of equipment** you are **hauling** with (for billing use)
- **Truck # - Your** truck number.
- **Trailer # - The trailer you** are hauling with.
- **Job # - Customer's** job number if they have one for you.
- **Date** – Date for the day you are working on project.
- **Customer** – Who we are working for.
- **Load at** – Where you are loading at.
- **Delivered to -** Where you are delivering **your loads to.**
- **Material** – Material you are hauling. (billing needs to know this to know for tax purpose)
- **Start Time** – This is Load Time (Not what time you came to work)
- **Stop Time** – This is the time the job foreman signs you out.
- **Total Hours** – Total hours worked on that project for the day.
- **Rock On needs load counts**, Time loaded –If you do get a scale ticket, then weight and ticket # needs to be recorded also. (billing needs to enter this information in)
- **Accepted by – Must** have the foreman sign at the end of day.
- **Operator –Must sign your name.**
- **White copy** (Customer) turn this in with your paperwork, **Yellow copy** (Office) goes to foreman, and **Pink Copy** is driver's copy.

## Weekly Recap

Rock On Trucks **Weekly Recap** Sheets: Please follow the steps below for filling out weekly recap sheets; this is how you get paid for the loads you haul.

- **Upper right-hand corner:** –V = Vendor # **Example** V1805
- **Company Name:** fill in with your name
- **Your Name:** drivers name
- **Truck #:** Truck you are driving
- **Trailer #:** Rock On Trailer # you are hauling with / if you have your own leave blank
- **Date received:** Leave blank - This is for office to stamp when we your paperwork.
- **Date:** you loaded it. (Note if it is delivered a different day.)
- **ROT Job #:** will be sent with your dispatch.
- **Delivered:** is the location you delivered to.
- **Ticket #:** scale ticket, hourly ticket or Rock On ticket
- **Tons or Hours:** record your tons hauled or hours worked
- **Trailer Used:** If used same trailer all week you can enter number on first line than arrow down. If you switch trailer it needs to be recorded. If it is your own leave blank.
- Repeat these steps for each load and continue on same recap sheet for the week.
- White copy - turn in with paperwork and the yellow copy is for your records.

This is an Example:

\*\* Note: if you Invoice us, we need the same information on the Invoice. \*\*

# ROCK ON TRUCKS, INC.

3100 7th Street S Waite Park, MN 56387  
Office: (320) 230-2998 Fax: (320) 230-2912

### WEEKLY RECAP SHEET

Company Name: ABC Trucking

Driver Name: John Doe

Your truck Number    Only if pulling a Rock On trailer

Truck #                      Trailer #

#	DATE	ROCK ON JOB#	DELIVERED TO	TICKET #	TONS OR HOUR	TRAILER USED
1	1/1/2017	1323-6	Jerry Finn Farm	11005689	24.26	
2	1/1/2017	1325-0	City of Mpls to Vonco	25799	24.32	
3	1/2/2017	1365-2	Hwy 15	113567	3.5	

## Fuel Program

**This is only for DEDICATED ITO's pulling Rock On Trailers ONLY**

**Fuel Cards** You will be given a Cenex, Holiday (Circle K), Kwik Trip and Speedway  
Please see **Billing** to receive your cards and sign agreement form.

- You have full responsibility for what gets purchased on them. **Diesel Fuel Only**
- **Absolutely No personal purchases allowed. For Company truck only working on Rock On Trucks jobs.**
- Original fuel receipts **must** be turned in weekly with your paperwork.
- Your vendor number needs to be put on every receipt. **Example: V1805**
- When prompted for odometer reading or driver number please enter in your vendor #.
- You can get off the fuel program at any time by turning your cards in.
- At the end of the season all cards must be turned in and will be kept at our office until the next hauling season begins.

## Other Rules

1. **GOAL** (Get out and look) Be sure that you are dumping the correct product on the correct pile. If it is found that you have dumped on the wrong pile you may be charged **\$100.00 plus the cost of the material contaminated and trucking charges of the material.** You will be charged what we are charged.
2. Please, Please, please check your dump boxes between each and every load and sweep and shovel out, if need be, to make sure it is clean, so we do not contaminate any materials. If you contaminate a pile, you may be charged for the cost of the material and trucking charges.
3. Do not assume that the truck in front of you has the same material that you have. Know what pile is yours. If you have any doubt, please ask the loader operator. Be sure that you are talking to the loader operator and not another driver.
4. **You must check in as a Rock On Truck at all scales with your truck #.**
5. **Cell phones** – Rock On Companies cell phone policy is driver's not talk on a cell phone until they are parked at a safe and legal destination. A driver receiving an incoming call on a hands-free device, may briefly acknowledge the incoming call and inform the caller they will call back once they have parked in a safe, legal location. Must have hands free or Bluetooth.
6. **On Time, On Time, On Time** – Major time and effort is put into getting hourly jobs. It is very important that you show up at your assigned job on time. If you are preloaded the night before you need to dump that load early enough to make it to your hourly job on time.
7. **CB Radio use** – Lots of people listen to the radio (Customers, Pits, Scale People, Other trucking companies, Police, etc.). Use the radio respectfully. No swearing. **No discussing of rates.** No fighting. Please just use the radio for the necessary information you need to know and get off it.
8. **Jake brakes and train horns** – Do not use them near houses. Do not use them in town. Do not use them near any pit. Do not use them in the tunnel. Especially where Noise Ordinances are enforced. Do not use them in any way that would threaten your employment at Rock On.

9. **Respect of others** – We have a lot of different personalities and not everyone is going to always get along or like each other but Rock On does expect that we respect each other. If you have nothing nice to say do not say anything at all.
10. **Rules** – Customers and/or pits have their own rules. Respect their rules. Whether you like them or not their rules need to be followed because it is their rules.
11. **Performance on the road** – [www.rockontrucks.com](http://www.rockontrucks.com) is on the back of all our trucks and trailers. People have no trouble calling us and letting us know how you are driving so drive professionally. You are a professional, so act like one.
12. **Shop** – Rock On has a full-service shop. Work done at Rock On's shop needs to be paid for within 30 days. Arrangements need to be made **before** the work is performed. You may have this deducted from your settlement within the 30-day period. If you have not paid for it within the 30-day period the full amount will be automatically deducted from your next settlement. If you want payment arrangement set-up you need to contact **AR/AP @ 320-257-5534**.
13. **Bathroom facilities** - Please use the bathroom facilities which are provided by the various pits or job sites. Please refrain from urinating in these pits or on job sites. This request has come from various companies and shall be closely monitored and is cause for termination.
14. In the construction environment there is much diversity. Example: gender, race, religion, age, disability, etc. It is imperative that we conduct ourselves professionally and with respect to others. Derogatory comments, directly or indirectly made, are absolutely intolerable. If a complaint is received concerning such actions, Rock On will issue one written warning. Any further complaints concerning this subject will be cause for termination.
15. With the exception of rules #13 and #14. Rock On will operate under a three-strike rule. Violations of any rules will result in 1<sup>st</sup> verbal warning, 2<sup>nd</sup> written warning, & 3<sup>rd</sup> termination, for the same offense.

Thank you for your cooperation.  
If you should have any questions, please contact one of us.

Main #: 320-230-2998

Krystal	Owner, CEO / Safety Director	Cell Phone: 952-292-7625 Direct Dial: 320-257-5531 Email: <a href="mailto:krystal@rockontrucks.com">krystal@rockontrucks.com</a>
Kevin V	Operation Manager / Field Supervisor	Cell Phone: 763-238-9882 Email: <a href="mailto:kevin@rockontrucks.com">kevin@rockontrucks.com</a>
Emma	Dump Truck, Belly Dump, & Side Dump Dispatcher	Cell Phone: 651-755-7625 Direct Dial: 320-257-5547 Email: <a href="mailto:dispatch2@rockontrucks.com">dispatch2@rockontrucks.com</a>
Josh	End Dump Dispatcher	Cell Phone: 320-249-6050 Direct (320) 257-5545 Email: <a href="mailto:dispatch@rockontrucks.com">dispatch@rockontrucks.com</a>
Charlene	Freight & Billing Coordinator	Direct Dial: 320-257-5532 Email: <a href="mailto:billing@rockontrucks.com">billing@rockontrucks.com</a>
Skyla	Payroll/ Human Resources	Direct Dial: 320-257-5539 Email: <a href="mailto:payroll@rockontrucks.com">payroll@rockontrucks.com</a>
Jeff	Estimator / Recruiting	Cell Phone: 320-828-7133 Direct Dial: 320-257-5541 Email: <a href="mailto:estimates@rockontrucks.com">estimates@rockontrucks.com</a>
Todd	Controller	Cell Phone: 320-828-7133 Direct Dial: 320-257-5541 Email: <a href="mailto:controller@rockontrucks.com">controller@rockontrucks.com</a>
Christina	AR, AP / Owner Operator Settlements	Direct Dial: 320-257-5534 Email: <a href="mailto:ap@rockontrucks.com">ap@rockontrucks.com</a>

### **Rock On Repair**

Jason	Shop Foreman	Cell Phone: 320-980-4985 Direct Dial: 320-257-5530 Email: <a href="mailto:shop@rockonrepair.com">shop@rockonrepair.com</a>
Kevin V	Operations Manager	Cell Phone: 763-238-9882 Email: <a href="mailto:kevin@rockontrucks.com">kevin@rockontrucks.com</a>

### **D & K Fabrication**

Kevin V	Division Manager	Cell Phone: 763-238-2998 Email: <a href="mailto:dkfabricationinc@gmail.com">dkfabricationinc@gmail.com</a>
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Rock On Trucks, Inc.

Acknowledgement page for Policy and Procedures.

I \_\_\_\_\_ have read and understand the contents of the 2024 policies and procedures letter.

Reviewed and Read by:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Certified DBE  
Truck Broker

Certified DBE  
Bulk Supplier

Minnesota  
Wisconsin  
North Dakota  
South Dakota  
Iowa

Aggregate  
Haulers

End Dumps

Belly Dumps

Side Dumps

Rubble End  
Dumps

7 Axle Dump  
Trucks

Quint Axle  
Dump Trucks

Quads, Tris,  
Tandems

Flat Beds

Low Boys

# ROCK ON

## Trucks Incorporated

3100 7<sup>th</sup> Street South • Waite Park MN 56387 • Phone 320-230-2998 • Fax 320-230-2912

### Safety Rules for All Subcontractors

Safety rules for all subcontractors and their tier down  
subcontractors on Rock On Trucks, Inc. projects

Revised February 2022

**\*\* Initial each line below to show you have read and understand**

\_\_\_\_ **Compliance:** Each Subcontractor is expected to understand and comply with Federal, State and Local safety regulations. This includes, but not limited to; OSHA, MSHA, DOT and MPCA.

\_\_\_\_ **Accident Reporting** - All accidents are to be reported IMMEDIATELY to the Safety Director at Rock On Trucks (952) 292-7625. In addition, a copy of each accident report prepared is to be emailed to the Safety Director at Rock On Trucks within 24 hours after the accident. Send to: [safety@rockontrucks.com](mailto:safety@rockontrucks.com).

\_\_\_\_ **Cell Phones – ABSOLUTELY NO CELL PHONE USE IN ANY PIT/QUARRY OR WORK ZONE AREA AT ALL!** While on the road a driver is to comply with all DOT regulation for cell phone use. 49.CFR.82

\_\_\_\_ **Seat Belts** must be worn in **all** vehicles and equipment. This includes the operator and all passengers.

\_\_\_\_ **Safety Meetings** - All Subcontractors and their personnel are required to participate in any job site safety meeting and Rock On Trucks yearly Safety Day Meeting.

\_\_\_\_ **Eye Wear** – Protective ANSI Z87, no-prescription eye wear must be worn when the potential for eye injuries exists. Some projects require that safety glasses be worn at all times.

\_\_\_\_ **Hardhats** must be accessible and worn by all personnel at times when the possibility of a head injury could occur or at the supervisor's discretion. Subcontractors must put on their hardhats when walking around any job site.

“From Driveways to Highways”

Members of:



[www.rockontrucks.com](http://www.rockontrucks.com)

Certified DBE  
Truck Broker

Certified DBE  
Bulk Supplier

Minnesota  
Wisconsin  
North Dakota  
South Dakota  
Iowa

Aggregate  
Haulers

End Dumps

Belly Dumps

Side Dumps

Rubble End  
Dumps

7 Axle Dump  
Trucks

Quint Axle  
Dump Trucks

Quads, Tris,  
Tandems

Flat Beds

Low Boys

# ROCK ON

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## Trucks Incorporated

3100 7<sup>th</sup> Street South • Waite Park MN 56387 • Phone 320-230-2998 • Fax 320-230-2912

\_\_\_\_ **Personal clothing** must be appropriate for the job. (Example; Pants and Long sleeve shirts when working around hot asphalt, no loose clothing around turning equipment, etc.) NO Shorts are allowed. No Crocks or sandals allowed, closed toe shoes only allow.

\_\_\_\_ **Vests** – Class 2 lime green vests or other Class 2 clothing must be worn at all times. Truck drivers will wear vests or other Class 2 clothing at all times including when driving truck.

\_\_\_\_ **Work Boots or Work Shoes** must be worn by all field and shop Subcontractors at all times in work areas. Anti-slip soles are recommended. (No white tennis shoes.) Steel toed boots or shoes must be worn when there is a possibility that a foot injury could occur.

\_\_\_\_ **DEFECTIVE OR DAMAGE PPE SHALL NOT BE USED.** Should you need PPE, Rock on has some for purchase.

\_\_\_\_ **Pre-trip/Post-trip** must be done daily

\_\_\_\_ **Spills** Any oil, Hydraulic oil, or fuel spills MUST be reported to the Rock On Trucks safety director IMMEDIATELY.

\_\_\_\_ **Loaded Trailer** Never drop a loaded trailer. If loaded and dropped you are responsible for ALL damages.

**Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

“From Driveways to Highways”  
Members of:



[www.rockontrucks.com](http://www.rockontrucks.com)

**RESPONSIBLE SUBCONTRACTOR VERIFICATION**

Re: \_\_\_\_\_  
(Project Name and Number)

The undersigned owner/office of \_\_\_\_\_ (“Subcontractor”) hereby  
certifies that it complies with each of the minimum criteria in Minn. Stat. § 16C.285, subd.3.

The lower-tier subcontractors that Subcontractor intends to retain for work on the  
Project are:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Subcontractor will obtain and submit signed verifications from each of its retained lower-tier  
subcontractors, confirming compliance with Minn. Stat. § 16C.285, subd.3, within 14 days of  
retaining the subcontractors.

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

\_\_\_\_\_  
Subcontractor

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**Trucking Entity Type (check MTO or ITO):**
☐ MTO (Multiple Truck Owner / Broker)

<input type="checkbox"/> ITO (Independent Truck Owner/Operator) Operator Name: _____ Truck Type: _____ License Plate Number: _____ Truck/Unit Number: _____	<div style="background-color: yellow; text-align: center; padding: 2px;"><b>Include a <u>COPY</u> of the items below</b></div> <ol style="list-style-type: none"> <li>1. CDL (Commercial Driver's License)</li> <li>2. Certificate of Liability Insurance</li> <li>3. Title or Lease Agreement</li> </ol>
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**Trucking Entity Identification Numbers:**

Federal Tax ID Number: \_\_\_\_\_ OR (sole owner/proprietor) SSN \_\_\_\_\_  
 Federal USDOT Number: \_\_\_\_\_  
 MN SWIFT/Vendor Number: \_\_\_\_\_  
 MN Tax ID Number: \_\_\_\_\_ OR ☐ Exempt (refer to [MN Revenue](#))  
 MN Secretary of State File #: \_\_\_\_\_ OR ☐ Exempt (refer to [MN Secretary of State](#))  
 MN Unemployment Account #: \_\_\_\_\_ OR ☐ Exempt (refer to [Sec. 268.035 MN Statutes](#))  
 MN Workers' Comp Policy #: \_\_\_\_\_ OR ☐ Exempt (refer to [Sec. 176.041 MN Statutes](#))

**Company Type:** ☐ Corporation ☐ LLC ☐ Joint Venture ☐ Partnership ☐ Sole Proprietor/Independent Contractor

**Company Certification(s):** ☐ DBE ☐ TGB ☐ VET ☐ NONE

**Trucking Entity Contact Information:**

Company Full Legal Name: \_\_\_\_\_  
 Doing Business As (if different): \_\_\_\_\_  
 Street Address: \_\_\_\_\_ PO Box Number: \_\_\_\_\_ PO Box Zip Code: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Company E-Mail Address: \_\_\_\_\_ (for MnDOT emails)  
 Company Website Address (if applicable): \_\_\_\_\_

**Trucking Entity Officers, Phone numbers, and Email Addresses:**

Owner: _____	Email Address: _____
	Phone Number: _____
Payroll Manager: _____	Email Address: _____
	Phone Number: _____
DBE Compliance Officer: _____	Email Address: _____
	Phone Number: _____
EEO Officer: _____	Email Address: _____
	Phone Number: _____
Other (Name & Title): _____	Email Address: _____
	Phone Number: _____

**Signature:**

I, the undersigned, attest that the information provided is truthful and accurate and that I'm a legal officer of the aforementioned company. By signing you are also acknowledging that you read the data privacy notice (also called a Tennessee Warning) page 3 of this document and found at <https://www.dot.state.mn.us/const/labor/forms.html#monthendtrucking>.

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Instructional Guide for Completing the Trucking Entity Vendor Form (1-15-2022 Page 2 of 3)

<b>Submission</b>	<p><b>Electronic:</b> complete all applicable fields, scan and email the form to: <a href="mailto:lcusupport.dot@state.mn.us">lcusupport.dot@state.mn.us</a></p> <p><b>Facsimile:</b> complete all applicable fields and fax to (651) 366-4249.</p> <p><b>US Mail:</b> complete all applicable fields and mail to: MnDOT LCU Support, Mail Stop 650, 395 John Ireland Boulevard, Saint Paul, MN 55155-1899.</p>
<b>Trucking Entity Type</b>	<p><b>MTO:</b> The vendor/company is a broker or has multiple trucks (units) registered with the Federal Motor Carrier Safety Administration (FMCSA). Check the “MTO (Multiple Truck Owner)” box.</p> <p><b>ITO:</b> The vendor/company is owned by one individual, and one truck is operated by that individual. Check the “ITO (Independent Truck Owner/Operator)” box.</p> <p>A vendor/company can access FMCSA account information by visiting:  <a href="https://www.saferweb.org/CompanySnapshot.aspx">SAFER Web - Company Snapshot (dot.gov)</a></p>
<b>Trucking Entity Identification Numbers</b>	<p><b>Federal Tax ID Number or Social Security Number (SSN):</b> A unique number assigned by the Internal Revenue Service (IRS) to an individual, firm or corporation for federal tax withholding purposes. To determine whether a federal tax ID number is needed, refer to: <a href="https://www.irs.gov/efile/employer-id-numbers">Employer ID Numbers   Internal Revenue Service (irs.gov)</a>. An ITO may use his/her social security number.</p> <p><b>Federal USDOT Number:</b> A unique number assigned by the US DOT Federal Motor Carrier Safety Administration to a person or business entity that is hauling cargo or passengers in interstate or intrastate commerce. A vendor/company can access FMCSA account information by visiting: <a href="https://www.saferweb.org/CompanySnapshot.aspx">SAFER Web - Company Snapshot (dot.gov)</a></p> <p><b>MN SWIFT/Vendor Number:</b> A unique number assigned by Minnesota Management and Budget (MMB) to an individual, firm or corporation that provides direct or indirect services to the State. This number is obtained by registering with MMB. Please contact MMB at (651) 201-8106 or by visiting: <a href="https://www.mmb.state.mn.us/swift">SWIFT Vendor Resources / Minnesota Management and Budget (MMB) (mn.gov)</a></p> <p><b>MN Tax ID Number:</b> A unique number assigned by the Minnesota Department of Revenue to an individual, firm or corporation for state tax withholding purposes. If exempt, check the “Exempt (refer to <a href="https://www.revenue.state.mn.us">Minnesota Department of Revenue (state.mn.us)</a> website)” box.</p> <p><b>MN Secretary of State File Number:</b> A unique number assigned by the <a href="https://www.sos.state.mn.us">Minnesota Secretary of State</a> to a business entity that is conducting business in the state of Minnesota. If exempt, check the “Exempt (refer to <a href="https://www.sos.state.mn.us">MN Secretary of State website</a>)” box. Out of state contractors, please review the link about Foreign Corporations, Minnesota Statutes, <a href="https://www.revisor.state.mn.us/statutes/sections/303/03">Sec. 303.03</a>.</p> <p><b>MN Unemployment Account Number:</b> A unique number assigned by the <a href="https://www.mn.deed.com">Minnesota Department of Employment and Economic Development</a> (MnDEED) to a business entity that employs workers. Unemployment insurance provides temporary, partial wage replacement to workers who lose their job through no fault of their own. To determine if the company is exempt or excluded, please review <a href="https://www.revisor.state.mn.us/statutes/sections/268/035">Minnesota Statutes, Sec. 268.035, Subd. 20</a> or contact the MnDEED at (651) 556-8425. If exempt, check the “Exempt (pursuant to M.S. § 268.035, Subd. 20)” box.</p> <p><b>MN Worker’s Compensation Policy Number:</b> A unique number assigned by an insurance provider, which is then provided by the vendor/company to the <a href="https://www.mn.dli.com">Minnesota Department of Labor and Industry</a> (MnDLI). Workers’ Compensation insurance provides benefits, health care costs, lost wages when workers are hurt on the job. To determine if the company is exempt or excluded, please review <a href="https://www.revisor.state.mn.us/statutes/sections/176/041">Minnesota Statutes, Sec. 176.041, Subd. 1</a> or contact the MnDLI at (651) 284-5032. If exempt, check the “Exempt (pursuant with M.S. § 176.041, Subd. 1)” box.</p>
<b>Company Type</b>	Check the appropriate box based on the company’s filing with the Minnesota Secretary of State.
<b>Company Certifications</b>	If you have been verified as a DBE, TGB, VET
<b>Trucking Entity Contact Information</b>	Provide all applicable contact information. Company Email Address will be used for confirmation of Request to sublet
<b>Trucking Entity Officers &amp; Email Addresses</b>	At a minimum, provide the Owner, DBE Compliance Officer, EEO Officer and Payroll Manager’s names, phone numbers, and email addresses. Other officer contact information is important, but not required.
<b>Signature</b>	Print name, sign and date.



## Data Privacy Notice (Tennessee Warning)

In submitting this vendor form to the Minnesota Department of Transportation, you are being asked to provide your federal tax identification number, which may be your Social Security number if you are a sole proprietor. Your Social Security number, in whole or in part, is private data under Minnesota Statutes, section 13.355. Before you give MnDOT permission to collect and/or release private data about you, please review the information listed on this data privacy notice (also called a Tennessee Warning).

Under Minnesota Statutes, section 16C.285, subdivisions 2 and 3, a subcontractor or motor carrier on a MnDOT construction contract must meet minimum criteria to be eligible to be awarded a subcontract regardless of the value of the subcontract. The minimum criteria includes having a valid federal tax identification number or a valid Social Security number if an individual. While you may legally refuse to supply Social Security number data, MnDOT employees need one of the two kinds of federal tax identification number in order to verify your status as a responsible contractor and process your vendor form. Your Social Security information may also be accessible to anyone you specifically authorize, pursuant to courts order, and by any other person or entity authorized by state or federal law (e.g., Attorney General's Office, Legislative Auditor's Office, and law enforcement agencies).

## **BROKER/CARRIER AGREEMENT**

THIS BROKER/CARRIER AGREEMENT (the "Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Rock On Trucks, Inc. a Minnesota corporation, located at 3100 7<sup>th</sup> Street South Waite Park, MN 56387 ("BROKER") and \_\_\_\_\_, located at \_\_\_\_\_, ("CARRIER").

### **RECITALS**

**WHEREAS**, BROKER is licensed as a property broker by the Federal Motor Carrier Safety Administration ("FMCSA"), and as a licensed broker, arranges for motor carrier freight transportation under its contracts with consignors and consignees (collectively the "Customers");

**WHEREAS**, CARRIER is duly registered with the FMCSA as a motor carrier in interstate, intrastate, and/or foreign commerce and is in all respects qualified to transport freight as required by the BROKER and any and all other applicable governmental regulations and requirements; and

**WHEREAS**, BROKER, to satisfy some of its transportation needs, desires to engage CARRIER to perform certain transportation services within the limits of CARRIER'S contract operating authorities according to this Agreement's terms and conditions, and CARRIER desires to perform such transportation services in accordance with this Agreement's terms and conditions.

**NOW THEREFORE**, in consideration of the mutual promises, agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **TERM**. The term of this Agreement shall commence on the date first set forth above and shall be effective through one year (12 months) from above date, unless otherwise terminated by either party pursuant to this Agreement's terms and conditions.

2. **TERMINATION**.

2.1 **Termination by CARRIER**. CARRIER may terminate this Agreement at any time by providing BROKER seventy-two (72) hours prior written notice of such termination (the "Notice of Termination"). The Notice of Termination may be delivered to BROKER by facsimile transmission or hand delivery and shall be effective seventy-two (72) hours after BROKER'S receipt.

2.2 **Termination by BROKER**. BROKER has the right to terminate this Agreement at any time, effective immediately, upon notice to CARRIER.

2.3 **Return of BROKER'S Equipment**. If CARRIER is pulling a BROKER-Issued Trailer (as hereinafter defined) or utilizing other equipment issued by BROKER (collectively "BROKER'S Equipment") on the date BROKER receives notice of this Agreement's termination, CARRIER acknowledges and agrees that it will immediately drop off BROKER'S



Equipment at the BROKER'S office or leave BROKER'S Equipment at a destination point designated in writing by BROKER. A fee of \$200.00 per day will be assessed against CARRIER, beginning on the date following the date CARRIER receives notice of this Agreement's termination, if BROKER'S Equipment is not immediately returned to the BROKER'S office or the destination designated by BROKER on the date of notice of this Agreement's termination (the "Late Fee"). In addition to the Late Fee, if BROKER has to recover BROKER'S Equipment upon this Agreement's termination, a fee of not less than \$2.00 per mile and /or \$100.00 per hour for the recovery of BROKER'S Equipment may be collected from the CARRIER if such equipment is left in an unauthorized location (the "Recovery Fee").

If carrier receives other BROKER assigned equipment such as hardmount, jog box, fuel card, etc. The same return policy applies. If equipment is not returned CARRIER will be responsible for the full amount of the equipment value. A fee of \$200.00 per day will be assessed against CARRIER, beginning on the date following the date CARRIER receives notice of this Agreement's termination, if BROKER'S Equipment is not immediately returned to the BROKER'S office or the destination designated by BROKER on the date of notice of this Agreement's termination (the "Late Fee"). In addition to the Late Fee, if BROKER has to recover BROKER'S Equipment upon this Agreement's termination, a fee of not less than \$2.00 per mile and /or \$100.00 per hour for the recovery of BROKER'S Equipment may be collected from the CARRIER if such equipment is left in an unauthorized location (the "Recovery Fee").

3. REMEDIES. In addition to the foregoing Late Fee and Recovery Fee, CARRIER agrees that if it fails to comply with any term or condition of this Agreement, BROKER may also pursue, and CARRIER will be liable for, any and all damages sustained by BROKER, including, but not limited to, any associated costs, expenses, incidental and consequential damages, attorneys' fees and other costs, whether or not a legal action has been brought. Upon BROKER'S termination of this Agreement, BROKER'S only responsibility to the CARRIER will be to pay the CARRIER according to the same pay schedule as before termination became effective up until the actual date of this Agreement's termination. BROKER shall not be responsible for any costs, expenses, loss of business, incidental and consequential damages, or any other damages of any nature, incurred by the CARRIER as a result of, or related in any way to the termination of this Agreement with BROKER. Termination of this Agreement by the CARRIER does not waive any legal remedies BROKER may have against CARRIER for CARRIER'S failure to adhere to the terms and conditions of this Agreement prior to the effective date of termination. All of the BROKER'S rights and remedies under this Agreement shall be cumulative and may be exercised singularly or concurrently, at the BROKER'S option, and the exercise of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

4. NON-EXCLUSIVE. The parties hereto acknowledge and agree that this Agreement is non-exclusive and that there is no minimum volume of freight contemplated by this Agreement. BROKER is not in any way restricted against tendering its freight to other carriers, and CARRIER is not restricted against performing transportation services for other shippers. Under no circumstances does BROKER guarantee a minimum volume of freight to CARRIER.

5. WARRANTIES AND REPRESENTATIONS.

5.1 BROKER Representations:

- (i) Broker Status. BROKER is duly licensed as a transportation property broker with a property transportation authority number MC-462255, issued by the United States Department of Transportation ("USDOT") and has on file with the USDOT all information required by federal statutes or regulations. Attached to this Agreement is a copy of the BROKER'S license issued by USDOT.

5.2 CARRIER Representations:

- (i) Carrier Status. CARRIER warrants and represents that it has all proper authority and power to perform the services under this Agreement and that it is properly licensed and is in compliance and shall at all times operate in compliance, with all applicable statutes, regulations and licensing requirements. CARRIER warrants and represents that it is a duly licensed motor carrier of property and is authorized to perform interstate transportation service by the USDOT (See attached **Schedule 1** for USDOT license number and MC number). There are no legal or contractual obstacles existing or pending which affect CARRIER'S ability to provide motor carrier services. CARRIER is duly registered with the FMCSA as a motor carrier in interstate, intrastate, and/or foreign commerce and is in all respects qualified to transport freight as required by the BROKER.
- (ii) Maintenance of Equipment. CARRIER warrants and represents that in regards to any and all equipment used to perform the services under this Agreement, CARRIER shall at all times and at its sole cost and expense, maintain such equipment in good repair and condition in compliance with all applicable safety regulations and manufacturer's requirements.
- (iii) Performance of Services. CARRIER warrants and represents to BROKER that it shall perform the services under this Agreement in a professional manner in accordance with generally recognized commercial practices and industry standards.

6. INDEMNIFICATION. CARRIER shall be solely responsible for and shall defend, indemnify and hold BROKER harmless from and against any and all claims, costs, losses, expenses, suits, judgments, liabilities or damages, including reasonable legal or other professional fees and expenses of any kind or nature incurred by BROKER and arising out of, related to, or in connection with the performance of any services under this Agreement by CARRIER, CARRIER's independent contractors, subcontractors, successors, or assigns, any negligence in performing the services under this Agreement by CARRIER, CARRIER'S

independent contractors, subcontractors, successors, or assigns, and any violation or breach of any warranty, representation, or covenant in this Agreement by CARRIER, CARRIER'S independent contractors, subcontractors, successors, or assigns, which shall include, but are not limited to any and all liability, costs and damages to persons and/or property arising out of operations hereunder by CARRIER, CARRIER'S independent contractors, subcontractors, successors, or assigns including, but not limited to all road, fuel and other taxes, fees or permits, damages due to improper loading and overweight fines.

7. INDEPENDENT CONTRACTOR STATUS. The relationship of BROKER to CARRIER shall be that of an independent contractor and not as a partner, joint venturer, or agent of BROKER. Under no circumstance shall either party have the right to bind or attempt to bind the other to any contract. CARRIER shall be wholly responsible for performing the transportation services contemplated herein and for all costs and expenses of such transportation services including, but not limited to, costs and expenses of all CARRIER'S transportation equipment, its maintenance, and those persons who operate such equipment. CARRIER shall further be wholly responsible for the hiring and termination of all employees utilized to carry out such transportation services. CARRIER acknowledges its separate responsibility for all federal and state income and withholding taxes, workers compensation, unemployment compensation, and other taxes, and agrees to defend, indemnify, and hold BROKER harmless from and against any claim or liability therefor including, but not limited to, that which arises out of or is related to CARRIER'S services under this Agreement. Employees of CARRIER, CARRIER'S independent contractors, subcontractors, successors, and assigns will not, by virtue of this Agreement, be entitled to or eligible to participate in any benefits or privileges given to or extended by BROKER to its officers or other employees.

8. RISK OF LOSS. In transporting any freight pursuant to this Agreement, CARRIER assumes all risk and liability for loss, damage, injury and delay as it is assumed by an interstate motor common carrier. CARRIER shall be liable for damage to or loss of any lading transported under this Agreement which are receipted for by CARRIER or its agent as being received in good order and condition. Such liability shall begin at the time freight is loaded in or on CARRIER'S equipment at the point of origin, and continue until the freight is delivered to the designated Customer at the destination or to any intermediate stop-off party. CARRIER'S liability shall be for the full replacement cost of the lost or damaged items.

9. OBLIGATIONS OF CARRIER.

9.1 Child Support. CARRIER agrees to notify the BROKER in writing, if the CARRIER is legally required to pay child support and shall provide to BROKER all orders and documentation to authorize and facilitate any and all required withholdings.

9.2 Prompt Transportation. CARRIER will promptly receive, transport and deliver safely and without delay all shipments which it accepts under this Agreement. Any delay or known likelihood of delay will be immediately reported to BROKER in writing.

9.3 Bill of Lading. CARRIER shall issue a uniform standard bill of lading for property it receives for transportation under this Agreement and shall be liable for the actual loss or injury to the property transported to any person entitled to recover under the

bill of lading. CARRIER shall perform all services required under the bill of lading. The bill of lading for each shipment shall note that the shipments were transported by CARRIER, acting as a carrier. The name of the underlying shipper shall be inserted in the blank for the shipper, and the name of the Customer shall be inserted in the blank for the Customer. Failure to issue a bill of lading will not affect the liability of the CARRIER. The parties agree that all liability standards and burdens of proof are herein governed by the Interstate Commerce Termination Act, 49 U.S.C. Section 14706 et seq. (the Carmack Amendment), or its successors.

9.4 Delivery Receipts. CARRIER will obtain from the Customer a complete, signed delivery receipt for each shipment, and it shall notify BROKER in writing of any exception on the delivery receipt or any related documents, including a standard form bill of lading.

9.5 COD Requirements. Where applicable, CARRIER will collect Cash on Delivery ("COD") charges for shipments so designated by the shipper or BROKER. If COD freight is delivered without collection of the charges, then CARRIER shall be solely responsible to pay the amount due.

9.6 Failure to Render Services. If CARRIER fails to deliver a shipment, BROKER, at its option, may obtain alternative transportation to complete the shipment. CARRIER shall be liable for any and all costs incurred by BROKER in securing such alternative transportation, including, without limitation, all transportation costs and expenses, taxes, permits, applicable late charges, and any and all other costs relating to or arising out of CARRIER'S inability to render transportation services.

9.7 Withholding Restrictions. CARRIER shall not withhold any freight due to any dispute with BROKER regarding freight charges. CARRIER waives and releases any and all liens which it might otherwise have on any of BROKER'S or Customer's freight in possession.

9.8 Cargo Insurance. CARRIER agrees to maintain cargo insurance in the minimum amount reflected on **Schedule I** to compensate those parties entitled to recover for loss or damage to cargo (the "Cargo Insurance"). CARRIER agrees that it is responsible for the first \$1000.00 per incident if a deductible applies. Upon this Agreement's execution, CARRIER shall cause its insurance carrier to issue BROKER a standard Certificate of Insurance which Certificate shall require the insurance carrier to give BROKER thirty (30) days written notice prior to the cancellation of the Cargo Insurance. CARRIER shall add BROKER as a certificate holder before payment of freight charges will be made to CARRIER. The cargo insurance shall be in the form required by federal law and shall have no exclusions or restrictions that would not be accepted by the USDOT, the FMCSA, or the Surface Transportation Board for a filing under the statutory requirements.

9.9 Liability / Property Damage Insurance. CARRIER shall maintain liability and property damage insurance in the minimum amount reflected on **Schedule 1** (the "Liability Insurance"). Upon this Agreement's execution, CARRIER shall cause its insurance carrier to issue BROKER a completed Insurance Certificate with \$1,000,000.00 minimum liability listing Rock On Trucks as **Addition Insured**, Waiver of Subrogation in favor of Rock On Trucks as respects the Auto, GL, WC and Umbrella liability policies. Certificate shall require the insurance

carrier to give BROKER thirty (30) days written notice prior to the cancellation of the Liability Insurance. CARRIER agrees that it is responsible for the first \$1000.00 per incident if deductible applies. Certificate shall read as follows:

**“ANY/ALL WORK PERFORMED. ROCK ON TRUCKS, THE OWNER AND OTHERS AS REQUIRED IN THE CONTRACT DOCUMENTS ARE INCLUDED AS ADDITIONAL INSUREDS, ON A PRIMARY & NONCONTRIBUTORY BASIS IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY and UMBRELLA LIABILITY. WAIVER OF SUBROGATION APPLIES, IF REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE GL, AUTO, WC AND UMBRELLA IN FAVOR OF ROCK ON TRUCKS, THE OWNER AND OTHERS AS REQUIRED IN THE CONTRACT DOCUMENTS.”**

9.10 Non-Owned Undescribed Trailer. CARRIER pulling a BROKER-Issued Trailer must provide an additional insured and loss payee certificate naming Rock On Enterprises, Inc., which insurance shall provide coverage in regards to any non-owned undescribed trailer with a value of **\$50,000.00**. The CARRIER shall be responsible for any and all damage to the BROKER-Issued Trailer during the term of this Agreement. The CARRIER shall not have a deductible on comprehensive and collision in excess of \$1000.00 with regard to the undescribed non-owned trailer coverage.

9.11 Taxes. CARRIER shall assume all responsibility for, and shall pay, state and federal taxes, insurance (including, but not limited to income taxes, workers compensation, unemployment compensation, disability and social security insurance), assessments and other financial obligations arising out of the services performed pursuant to this Agreement. CARRIER agrees to indemnify and hold harmless BROKER against any and all losses, expenses, liabilities or damages arising out of or in connection with CARRIER'S failure to pay for such taxes and coverage and from any and all claims by CARRIER'S employees against BROKER arising out of or in connection with the performance of services under this Agreement.

9.12 Contaminated Loads. CARRIER shall ensure that all loaded product does not contain any contaminants and that CARRIER loads such product into a clean and empty trailer. CARRIER acknowledges and agrees that it is solely responsible for any and all liabilities and damages which may be incurred by CARRIER or BROKER as a result of CARRIER'S failure to complete its duties under this Section.

9.13 On the Job Equipment Damage. If any damage occurs to equipment during the performance of CARRIER'S work under this Agreement, CARRIER must immediately notify BROKER'S dispatch. If such damage is caused by the Customer, CARRIER must also note it on CARRIER'S time slip and the job foreman must sign off on it so that BROKER is able to attempt to recover the costs from such damage. If such damage occurs and is not reported (No Record) or is otherwise the result of CARRIER'S actions or omissions, any and all repairs will be completed at CARRIER'S sole cost and expense.

9.14 Accidents and/or Injuries. CARRIER agrees to report any accidents or injury to BROKER's on-site supervisor and within 24 hours to BROKER's Safety Department.

9.15 Safety Equipment. CARRIER shall at all times have a back up alarm and amber flashing light in proper working order must be seen 360 degrees around vehicle or placed such that lights can be seen from any angle. An OSHA approved hard hat and a class 2 safety vest, safety glasses, steel tip shoes, must be present in each of CARRIER'S units at all times and worn when outside of truck in ALL locations. NO SHORTS!

10. PAYMENT TO CARRIER. 10.1 Payment to CARRIER. BROKER agrees to pay CARRIER, and CARRIER will collect only from BROKER, the transportation charges for the commodities moved by CARRIER under this Agreement in accordance with the pre-determined rate agreed upon by BROKER and CARRIER (the "Rates and Charges"). Payment will be made within thirty (30) days of receipt by BROKER of CARRIER'S invoice covering such transportation accompanied by a signed original delivery receipt, copy of the bill of lading showing that the shipment was delivered in good condition, and any other documentation as reasonably requested by the BROKER (collectively the "Paperwork"). Only the BROKER, not the CARRIER, shall bill the Customer for the transportation services rendered under this Agreement. If any damage is noted in the Paperwork, BROKER may withhold payment of freight charges, in its sole and absolute discretion, pending investigation of the damages and claim. CARRIER agrees BROKER, at its option, may also offset against any payments owed to CARRIER, amounts CARRIER owes BROKER pursuant to the authorized deductions listed within the attached **Schedule II**.

10.2 Rates and Charges. After a rate is agreed to by the parties in writing, one party shall fax to the other party a Rate Confirmation Sheet which shall identify the shipment by: DATE OF TENDER, ORIGIN, DESTINATION, COMMODITY, ESTIMATED WEIGHT, and AGREED RATE. The agreed upon Rate Confirmation Sheet is attached to this Agreement. The Rate Confirmation Sheet must incorporate this Agreement by reference and be signed by both parties prior to shipment. Additional rates or modifications of the Rates and Charges may be established or amended in order to meet specific shipping schedules, as mutually agreed upon by the parties, but such changes shall be sent by the party initiating the change, by reasonable means, to the other party, and the other party must approve the changes in a writing initialed by the second party, and the second party must return, by reasonable means, the proposed change which shall include the initialed approval of both parties. This rate agreement shall be separately designated by a numbering system agreed to by the parties.

10.3 Late Paperwork. CARRIER understands and agrees to present Broker with the Paperwork once a week. The Paperwork MUST post marked by Monday's date if mailed and turned in no later than 6:00pm Monday night if dropped off at the office for the previous week's work. Any Paperwork turned in late will be assessed a late fee which shall equal \$5.00 for each item of late Paperwork under this Agreement ("Late Paperwork Fee"). The Late Paperwork Fee shall be charged back to the CARRIER. Any Paperwork turned in 10 days or more after the work has been performed will not be guaranteed payment.

## 11. PROVISIONS AS TO THE SETTLEMENT OF CARGO CLAIMS.

11.1 Limitations. Cargo claims shall be investigated and settled in accordance with the

regulations codified at 49 C.F.R. 1005 between CARRIER and BROKER. As a condition precedent to recovery, claims must be filed in writing within one (1) year after delivery of the property; or, in the case of the failure to make delivery, then within one (1) year after a reasonable time for delivery has elapsed. Suits shall be instituted against any carrier within two (2) years from the day that the CARRIER has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, CARRIER shall not be liable, and such claims shall not be paid.

12. NO BACK-SOLICITATION BY CARRIER. CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of the BROKER where CARRIER has transported such traffic for BROKER within one (1) year prior or CARRIER has otherwise learned of such traffic through BROKER. If CARRIER breaches this Agreement and "back-solicits" the BROKER'S customers and/or obtains traffic from such a customer, the BROKER then is entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of fifteen percent (15%) of the transportation revenue received on the movement of the traffic as liquidated damages.

13. PUBLICITY CONSENT RELEASE. CARRIER irrevocably grants to BROKER, its affiliates, subsidiaries, assigns, licensees and legal representatives the worldwide, perpetual right to post and use, in any media form whether now known or hereinafter devised, photographs, images and other likenesses of CARRIER'S trucks, trailers or other equipment as are or may be embodied in any pictures, photos, video recordings, digital images and the like ("Images"), taken or to be taken by BROKER or on the BROKER'S behalf for use in the BROKER'S publications, publicity materials or advertisements without any further consideration, compensation, reservation, limitation or CARRIER'S prior approval. CARRIER further acknowledges and agrees that BROKER, its affiliates, subsidiaries, assigns, licensees and/or legal representatives have sole ownership of such Images. BROKER'S use of such Images shall include, but not be limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, websites and any other promotional materials in any medium now known or later developed. CARRIER acknowledges and agrees that it shall not receive any compensation for the use of such Images and specifically releases BROKER, its affiliates, subsidiaries, assigns, licensees and legal representatives from any and all claims which arise out of or are in any way connected with use of the Images in accordance with this Agreement.

14. MISCELLANEOUS.

14.1 Broker Issued Trailers.

- (i) CARRIER acknowledges and agrees that the trailer(s) issued by BROKER to CARRIER under this Agreement (the "Broker-Issued Trailer"), if any, is clean and in good condition and repair. The Broker-Issued Trailer must be returned clean and in good repair and condition or a \$75.00 wash fee and/or a \$75.00 clean out fee will be collected by BROKER.
- (ii) CARRIER shall maintain the Broker-Issued Trailer which shall include, but not be limited to the following: Brake adjustments, weekly greasing of axle components, daily greasing of gates, filling the oiler daily (belly dump), inspecting air pressure and tires daily, general inspection of the Broker-Issued Trailer and reporting of all conditions.
- (iii) CARRIER is required when pulling any Broker-Issued Trailer to deliver the Broker-Issued Trailer to BROKER'S designated shop for scheduled maintenance as requested by BROKER.

14.2 Brokers Premises. BROKER is not under any circumstances responsible for any and all damages to any property owned by CARRIER or CARRIER'S drivers while said property is on the premises of BROKER.

14.3 As a CARRIER, you are required to comply with all OSHA, MNSHA, State, Local and Federal Laws and regulations, including but not limited to, Drug/Alcohol Testing, Driver Qualification Files, and displaying your company name and USDOT number on your truck. It is the policy of Rock On Trucks Inc. to ensure and maintain a working environment free of all harassment, intimidation and coercion at all facilities and work site locations. The CARRIER will comply with this policy to ensure an atmosphere free of all harassment and intimidation. If the CARRIER has other Independent Owner Operator(s) or Trucking Companies working under this Agreement, CARRIER is responsible to ensure that said Owner Operator(s) and/or Trucking Companies are in compliance with all of the terms of this paragraph, and this Agreement.

14.4 Entire Agreement. This Agreement is the entire agreement between the parties, superseding all earlier agreements.

14.5 Governing Law. This Agreement shall be construed in accordance with laws of the State of Minnesota. All other disputes relating to or arising out of this Agreement shall be governed by Federal law, where applicable.

14.6 Arbitration. Any disagreement or litigation arising under this Agreement shall be referred to mandatory arbitration and decided under the rules of the American Arbitration Association.



14.7 Severability. If the operation of any part of this Agreement results in a violation of any law, such part shall be severed and the Agreement's remaining provisions shall continue in full force and effect.

14.8 Enforcement. CARRIER shall pay BROKER'S reasonable attorneys' fees and costs incurred by BROKER to enforce any provision of this Agreement or as a result of any act or omission by CARRIER in the performance or non-performance of CARRIER'S obligations under this Agreement.

14.9 Force Majeure Exemptions. Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

14.10 Assignment. Neither this Agreement nor any interest herein may be assigned by either party to this Agreement without the prior written consent of the other, and any unauthorized assignment shall be void. CARRIER further agrees that the work to be performed hereunder shall not be subcontracted without the prior written approval of BROKER except that the use of independent contractors (owner-operators) by CARRIER shall not be considered to be subcontracting.

14.11 Notices. Notices shall be sent by registered mail, return receipt requested, to each party at the address shown above, or to such other address as shall have been designated in writing.

14.12 Modification. The terms of this Agreement shall not be modified except in writing signed by authorized representatives of BROKER and CARRIER.

14.13 Binding Effect. This Agreement shall both bind and benefit the parties to this Agreement and their respective successors and permitted assigns.

14.14 Material Breach. Any violation of the terms and conditions of this Agreement will be considered a material breach of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**CARRIER:**

\_\_\_\_\_

**BROKER:**

**Rock On Trucks, Inc.**

By: \_\_\_\_\_  
Title \_\_\_\_\_

By: \_\_\_\_\_  
Title \_\_\_\_\_

## SCHEDULE I

1. **Carrier's USDOT No.:** \_\_\_\_\_
2. **MC-**\_\_\_\_\_ **(If applicable)**
3. **Minimum amount of Cargo Insurance Carrier must have in place:**  
**\$10,000.00. With such terms and conditions as is required by the**  
**Broker/Carrier Agreement between the parties ("Broker/Carrier**  
**Agreement").**  
  
**(Cargo Insurance is OPTIONAL if hauling sand and gravel only)**
4. **Minimum amount of liability and property damage insurance Carrier**  
**must have in place: \$1,000,000.00. With such terms and conditions as is**  
**required by the Broker/Carrier Agreement.**
5. **Owner operator pulling a BROKER-Issued Trailer must provide an**  
**additional insured and loss payee certificate naming Rock On**  
**Enterprises, Inc. with regard to a non-owned undescribed trailer with a**  
**value of \$50,000.00. The owner operator is responsible for any and all**  
**damage to the BROKER-Issued Trailer during the term of the**  
**Broker/Carrier Agreement. The Carrier shall not have a deductible on**  
**comprehensive and collision in excess of \$1,000.00 with regard to the**  
**undescribed non-owned trailer coverage.**

## **SCHEDULE II**

### **BROKERS AUTHORIZED DEDUCTIONS**

**BROKER** shall have authority to deduct from payment to **CARRIER**, or have the right to offset with respect to any funds held by **BROKER**, the following items:

- A. Any advance or loans of any kind made by **BROKER** to **CARRIER**, **CARRIER'S** drivers or agents. Including interest and or fees.
- B. Any amount due **BROKER** by **CARRIER** by reason of **CARRIER'S** failure to make proper collection on C.O.D. or collect shipments
- C. When a trailer is furnished by the **BROKER** for the **CARRIER** for the performance of this Agreement, fifteen percent of the gross amount due and owing to **CARRIER** or \$250.00 per week, whichever is greater, deduction will be applied to the payments due from **BROKER** when work is available.
- D. If any equipment is furnished by the **BROKER** to the **CARRIER** for the use in the performance of this Agreement (the "Equipment"), the **CARRIER** shall return such Equipment to the **BROKER** in the same condition as when received by the **CARRIER**, reasonable wear and tear excepted. Excessive brake and tire wear to the Equipment such as flat spotting is unacceptable and **CARRIER** may be charged for such damage at **BROKER'S** sole and absolute discretion. **CARRIER** is not required to purchase or rent any products, equipment, or services as a condition of entering into this Agreement.
- E. Payments for any of **CARRIER'S** indemnification obligations due to loss or damage to third persons or property as provided for in the Agreement.
- F. Payments for damage to or loss of cargo as provided for in this Agreement.
- G. Payment for losses or costs incurred by **BROKER** as a result of loss of or damage to its equipment, as provided for in this Agreement.
- H. Payment of losses incurred by **BROKER** for the recovery of a Broker-Issued Trailer left in unauthorized location as provided for in this Agreement.
- I. Unless **CARRIER** provides for the items listed below, **BROKER** may initially pay for and later charge back to the **CARRIER** and/or deduct with an itemization from the **CARRIER'S** payment immediately at the time of such payment, any of the following: mud flaps, flags, fuses, reflectors, lights, light bulbs, citations, fines, over weight fines,

outside services, repairs, cash advances, cargo claims, accident claims, mileage and/or fuel taxes, insurance, tires, telephone, towing charges, permits and any other equipment or repairs for CARRIER'S equipment.

- J. If CARRIER elects to purchase fuel through the BROKER fuel program, CARRIER will be charged an additional two percent of BROKER's gross payment to CARRIER. BROKER shall immediately apply the deduction at the time of the final payment. BROKER shall deduct any fuel purchase including any service charges made by CARRIER, CARRIER's drivers or agents at any of BROKER'S terminals or through any BROKER approved fuel purchase program.

**CARRIER**

**BROKER**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# ROCK ON TRUCKS, INC.

3100 7<sup>th</sup> Street South Waite Park, MN 56387  
Office (320) 230-2998 Fax (320) 230-2912

## FEDERAL MOTOR CARRIER SAFETY REGULATIONS

Please be advised that I hereby certify that when engaged either directly, or indirectly, by Rock On Trucks, Inc. for commercial transportation purposes that:

I am in complete compliance with all the applicable state and federal D.O.T. safety regulations listed below, but not limited to on those below.

1. I have a driver qualification file that meets all state and federal D.O.T. safety requirements. (FMCSR Sec.391.51)
2. I have a current D.O.T. physical that meets all state and federal D.O.T. physical requirements. (FMCSR Sec. 391.43)
3. I am enrolled in a drug and alcohol testing program that includes a random selection process, and the program meets all state and federal D.O.T. regulatory requirements (FMCSR Sec. 382.301-311)
4. I have a complete vehicle maintenance file on trucks or trailers that I operate/own while I am engaged either directly or indirectly by Rock On Trucks, Inc. (FMCSR 396.13 & 396.21 )
5. I have a current state and/or federal annual D.O.T. inspection on trucks/trailers that I own or operate for Rock On Trucks, Inc. either directly or indirectly. I further am performing daily inspections on trucks and/or trailers that I own or operate for Rock On Trucks, Inc. either directly or indirectly. (FMCSR Sec. 396.17 annual & Sec. 396.15 daily)
6. I have appropriate property, casualty, worker's compensation and liability insurance in effect on myself, my employees and my trucks, and trailers while engaged either directly or indirectly by Rock On Trucks, Inc. with Rock On Trucks, Inc. listed as additional insured. (FMCSR Sec. 387.31)
7. I have been trained and/or have trained drivers of my company in mine safety and health in accordance with pit and mining regulations. I understand materials for site-specific training are available at Rock On Trucks, Inc. office, which will meet minimum requirements.
8. I will produce documents, records and evidence to be able to support these statements upon request by Rock On Trucks, Inc. I will also agree to notify Rock On Trucks, Inc. immediately whenever any of the above statements are not true.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company Name \_\_\_\_\_ Title \_\_\_\_\_

[www.rockontrucks.com](http://www.rockontrucks.com)

Licensed and Bonded Truck Brokers

Certified DBE Truck Broker

MEMBERS OF:



## INDEPENDENT CONTRACTOR STATUS DETERMINATION TEST

Under legislation enacted in 1996, an independent contractor doing commercial or residential work in the public or private sector shall be considered an employee of the general contractor from whom the independent contractor is performing services unless the independent contractor meets all of the following conditions.

Check each of the items for which your answer is yes?

- \_\_\_\_\_ 1. Do you maintain a separated business with your own office, equipment (truck, trailer etc.), and materials?
- \_\_\_\_\_ 2. Do you have or have you applied for a federal employer identification number Fed I.D. #. \_\_\_\_\_
- \_\_\_\_\_ 3. Do you operate under contract to perform specific services or work for specific amounts of money and under which you control the means of performing the work?
- \_\_\_\_\_ 4. Do you incur the main expenses ( gas repairs, etc.) related to the work that you perform under contract?
- \_\_\_\_\_ 5. Are you responsible for the satisfactory completion of work that you have contracted to perform and are you liable for the failure to complete the work?
- \_\_\_\_\_ 6. Do you receive compensation for the work performed under the contract on Commission or per-job or competitive bid basis and not on any other basis?
- \_\_\_\_\_ 7. Will you realize a profit or suffer a loss under contracts to perform work?
- \_\_\_\_\_ 8. Do you have continuing or recurring business liabilities or obligations (insurance etc.)
- \_\_\_\_\_ 9. Does the success of your business depend on business receipts being sufficient to cover expenses.

Name ( printed) \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

\*If you fail to meet any of the above criteria, you must be considered an employee for purpose of worker's compensation insurance coverage.

# ROCK ON TRUCKS, INC.

3100 7<sup>th</sup> Street South Waite Park, MN 56387  
Office (320) 230-2998 Fax (320) 230-2912

## Disclosure and Release

I, \_\_\_\_\_, attest that I meet the requirements of legal status determination as an independent contractor, that I have no employees, and that I do not elect to cover myself under the Workers' Compensation Act.

*Notice to the independent contractor: Anyone working for you is considered to be an employee unless they comply with all 9 points of the status determination test.*

I will provide a certificate of insurance for workers' compensation for anyone not complying with the status determination test before performing any work.

I will provide a certificate of insurance showing general liability and auto liability insurance before performing any work.

Based on the above disclosures and representations, I hereby release the general contractor, Rock On Trucks, Inc. from any claim for damages or injuries based upon any theory of employment both me and any other person or entity retained, hired, employed, or subcontracted for by me.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company Name \_\_\_\_\_ Title \_\_\_\_\_

[www.rockontrucks.com](http://www.rockontrucks.com)

Licensed and Bonded Truck Brokers  
Certified DBE Truck Broker

MEMBERS OF:



**Prime Contractor Information**

Prime Contractor Company Name:	Telephone Number:
State Contract or Project Number:	Fax Number:
Project Location:	Email:

**Important Notices and Instructions**

1. The prime contractor must complete this form, acquire all applicable signatures, and submit it to the project engineer (P.E.) prior to the first day of work by the multiple trucking firm (MTO).
2. The prime contractor must ensure that each MTO is included in MnDOT's vendor system. The search engine is located at: <http://transport.dot.state.mn.us/reference/refvendor.aspx>
3. If the MTO is not included in MnDOT's vendor system, the prime contractor must have the MTO complete and submit a trucking entity vendor form to [lcusupport.dot@state.mn.us](mailto:lcusupport.dot@state.mn.us) prior to the completion and submission of this form. The form is located at: <http://www.dot.state.mn.us/const/labor/documents/forms/truckvendorform.pdf>
4. The prime contractor must report each MTO on a MTO Month-End Trucking Report (METR).
5. A MTO that is subject to the contract must submit a certified payroll report and/or a METR if hiring other trucking entities, pursuant with the **Special Provisions Division A – LABOR** incorporated into the contract.
6. Each MTO must submit an IC-134 form to the Prime Contractor upon completion of the work.
7. Upon approval, the P.E. will sign the form and provide a copy to the prime contractor.

**Multiple Trucking Company Information**

MTO Company Name:	Vendor (SWIFT) ID:
Street Address:	Federal Tax I.D. Number:
City, State, Zip Code:	Minnesota Tax I.D. Number:
Telephone Number:	Email:
Is this subcontractor replacing work that was previously committed to a DBE, TGB or Veteran firm? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, you must contact the Office of Civil Rights at (651) 366-3073 or <a href="mailto:ocrformsubmissions@state.mn.us">ocrformsubmissions@state.mn.us</a> before proceeding.	

<b><u>Name of contractor/vendor that hired the MTO:</u></b>				<b><u>Vendor (SWIFT) ID Number:</u></b>	
Contract Item Line Number	Contract Item Description	Estimated Quantity	Unit of Measurement	Unit Price	Amount
					\$
					\$
					<b>Total</b>
					\$

**CONTRACTOR'S STATEMENT OF COMPLIANCE**

<b><u>Print Name and Title of Prime Contractor Representative</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>
As a representative of the prime contractor, I certify that the information provided on this form is truthful and accurate to the best of my knowledge. I certify that all written subcontracts, executed by the prime contractor contain at a minimum the Federal and/or State Special Provisions Division A, federal and/or state certified prevailing wage decisions and the state certified truck rental rates. I will ensure that all subcontractors demonstrate compliance with all contract specifications, laws and regulations, which include but are not limited to: <a href="#">Minnesota Statute 16C.075</a> (E-Verify) and <a href="#">16C.285</a> (Responsible Contractor). I further understand that prior written consent to sublet any portion of the contract does not relieve the prime contractor of liabilities and obligations under the contract and bonds.		
<b><u>Print Name and Title of MTO Subcontractor Representative</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>
As a representative of the MTO, I certify that the information provided on this form is truthful and accurate to the best of my knowledge and that the company has contracted to perform the work prescribed in the above-mentioned specifications/item descriptions. I've reviewed and understand all applicable contract specifications, laws and regulations that were provided to me by the prime contractor.		
<b><u>Print Name and Title of Project Engineer</u></b>	<b><u>Signature</u></b>	<b><u>Date</u></b>
As a representative of the Department, I approve the Prime Contractor's utilization of the above-mentioned trucking entity. Additionally, the Prime Contractor has complied with the terms established in MnDOT Standard Specifications for Construction, Section 1801.		



# MnDOT User Registration Form for AASHTOWare CRL Roles\User (External Partner/Contractor)

## **Complete all sections 1-7.**

**[1] You must register an email address to use as your AASHTOWare login ID at the account management website:**

<https://dotapp7.dot.state.mn.us/mnaashtowareusers/> When complete, enter that email address in section [2] below.

**[2] Who is going to use these AASHTOWare role(s) for this company? (Complete all lines in this section.)**

Person Name: \_\_\_\_\_ Job/Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Company Name: \_\_\_\_\_ Company Swift #: \_\_\_\_\_

Registered Email-Address/Login-ID: \_\_\_\_\_ See section [1] above

**[3] What will the person from section [2] do in AASHTOWare? (Select ALL roles user will have when this form is processed.)**

Select	AASHTOWare CRL Role Name	AASHTOWare CRL Role Purpose
<input type="checkbox"/>	MNNONAGEBIDDER	PRIME contractor staff entering bidder-quoter data on proposals
<input type="checkbox"/>	MNNONAGEREQUESTTOSUBLET	PRIME contractor staff adding subcontractors to their contract
<input type="checkbox"/>	MNNONAGEPRIMEPAYROLL	PRIME contractor staff entering their payroll or reviewing subs payroll
<input type="checkbox"/>	MNNONAGESUBPAYMENT	PRIME & SUBCONTRACTORS staff reporting payments sent or received.
<input type="checkbox"/>	MNNONAGESBUPAYROLL	SUBCONTRACTOR staff entering payroll for prime contractor review

**[4] Will this person be able to electronically sign submitted data for this company?**

Electronic signature authority is REQUIRED to legally and fully submit the following for review by Prime or MnDOT:

(i) PAYROLLS for review by Prime and/or MnDOT

(ii) BIDDER-QUOTER DATA on Proposal's for review by MnDOT

☐ Grant Signing Authority to the user named in section #2.

**[5] Company Officer legally reviewing and approving this form:**

I, the undersigned, verify and attest that I am a duly sworn officer of the company whose Minnesota SWIFT ID is listed above in section [2] and that the individual listed above is an employee and/or legally affiliated staff designated to perform the AASHTOWare Project CRL Roles selected for this company.

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Position/Title: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**[6] Notary stamp:** (You may not notarize this form if you are listed in section #2 above)

Notary Name: \_\_\_\_\_

Place Stamp Here

Notary Expiration Date: \_\_\_\_\_

Today's Date: \_\_\_\_\_

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

Stamp must be visible in scanned PDF / Image

**[7] If sections 1-6 are reviewed & completed:** Scan this form to PDF and email it to [crlsupport.dot@state.mn.us](mailto:crlsupport.dot@state.mn.us)