STANDARD FORM
INDEPENDENT HAULER AGREEMENT
(10/29/20 Edition)

THIS INDEPENDENT HAULER AGREEMENT ("Agreement") is dated _____ and is between Central Specialties, Inc., whose address is 6325 County Road 87 SW, Alexandria, MN 56308 ("Contractor"), and _____ whose address is _____ ("Carrier").

WHEREAS, Contractor has entered into a contract(s) with one or more Owner ("Owner(s)"), to perform work on one or more Project ("Project(s)"), in accordance with the plans, specifications, drawings, conditions, and addenda thereto, prepared by one or more Design Professional ("Design Professional (s)");

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Carrier agrees to provide independent hauling services for Contractor on the Project(s).

2. Carrier represents and warrants that it is an independent contractor and agrees to comply with MN Statue 176.043 and Statue 181.623. (See Exhibit A). Carrier hereby acknowledge and agrees that they have received the FHWA 1273 attachment included on Exhibit P, and will comply with FHWA 1273 Federal Requirements, for any Federally funded jobs, for Prevailing wages. (See Exhibit P). Furthermore, it confirms that it is not an employee, partner, or joint venture of Contractor. Carrier agrees that neither Carrier nor its employees are to be considered employees of Contractor at any time, under any circumstances, or for any purpose. Carrier assumes full and complete responsibility for all employees employed by it. Carrier acknowledges that it is responsible for filing, withholding, reporting, and paying: all federal, state, and local taxed social security or self-employment taxes; unemployment taxes; union dues and benefits; medical, dental, life, or disability insurance premiums, pension and profit sharing contributions; other benefits; and any other expenses with regard to Carrier or its employees. Carrier agrees to carry Workers Compensation insurance on any of their employees and/or any Hired Drivers, or anyone that drives their vehicle other than the registered owner of the truck/trailer."

3. Carrier agrees to notify the Contractor in writing, if the carrier is legally required to pay child support and shall provide to Contractor all orders and documentation to authorize and facilitate any and all required withholdings.

4. Carrier agrees to comply with MN Statue 16C.285 Responsible Contractor Act and any related regulations. Carrier agrees to provide Contractor an annual signed under Oath and notarized Verification of Compliance Form. (See Exhibit D)

5. Carrier shall also be responsible to provide and pay for all equipment, fuel, equipment maintenance and repairs, licenses, permits, insurance, and any incidental expenses which are required in connection with the performance of hauling services under this Agreement.

6. From time-to-time, Contractor in its discretion may agree to rent equipment to Carrier. During the term of the rental, Carrier shall be responsible to provide and pay for all fuel, equipment maintenance and repairs, licenses, permits, insurance, and any incidental expenses which are required in connection with the rented equipment or the performance of hauling services under this Agreement. At the end of the rental, Carrier shall return all rented equipment to Contractor in the same condition as when it was received by Carrier, less reasonable wear and tear. The agreed rental charges shall be deducted from the payment otherwise owed by Contractor to Carrier under this Agreement.

7. Carrier agrees to perform all hauling services required by this Agreement with qualified employees, well-maintained equipment, and in strict compliance with all applicable codes, regulations, permits, and laws. Carrier agrees not to employ and/or utilize any employee and/or equipment Contractor believes is a detriment to the Project(s). Carrier agrees to comply with the Work Zone Safety – Vehicle Safety Lighting requirements as per the attached Exhibit J.

8. Carrier shall not discriminate in hiring, referrals discharge, employment conditions, or otherwise in regard to employment based on age, race, creed, color, sex, national origin, religion, marital status, familial status, public assistance status, sexual orientation, political beliefs, local human rights commission activity, or disability unless permitted by law. Carrier agrees to comply with the Contractor's EEO Policy and listed EEO Officer and DBE Officers as per attached Exhibit O.

9. Carrier shall determine the time, manner, and means of performing its hauling services. However, time is of the essence. Carrier shall keep itself apprised of the progress of the work on the Project(s), and shall be responsible for performing its hauling services so as to maintain the progress of the Project(s) in accordance with Contractor's schedule, which may be changed by Contractor from time-to-time. In order to improve the communication between Contractor and Carrier, Contractor highly recommends that carrier installs a CB radio in every truck. Note that the carrier must follow the Policies listed on Exhibit K & L, related to the use of the CB radio.

10. Carrier shall cooperate with Contractor, Contractor's other carriers and subcontractors, Owner(s), Owner's (') other contractors, and Design Professional (s) so that all work on the Project(s) will proceed as smoothly and efficiently as possible.

11. Any Carrier that operates as a Brokerage House where they sub-contract truck hauling with any Owner/Operators (O/O), Carrier will be responsible to ENSURE they have all of the required documentation from the O/O including, but not limited to, their insurance, W-9 and any other required information. They agree to comply with the documentation requirements as defined in Exhibit C.

    Furthermore, Carrier agrees to comply with the Independent Contractor requirements for MN State Statues as defined on Exhibit A. The Carrier also agrees to provide copies of all of the documentation to the Contractor, upon request.

12. Carrier shall promptly pay all of its bills or other obligations for labor, materials, equipment, supplies, and other items in connection with its work under this Agreement.

13. At Contractor's request, Carrier shall provide Contractor with all information and documentation necessary for Contractor to verify that Carrier is meeting all of its obligations under this Agreement. Carrier shall also provide Contactor with all other information and documentation reasonably requested by Contractor, including without limitation: certified payroll reports, financial information, lien waivers, releases and complete the Company Information listed on Exhibit E.

14. Contractor will provide assistance and help explain the process to complete the Certified Payrolls. We will help educate the Carrier on the compliance requirements for Prevailing wage, and when the Certified payrolls are required. This information will be provided as part of Contractor commitment to GFE.

All MN Prevailing Wage projects now require a Request to Sublet form be completed for each Project. For all MnDOT projects, the Certified payrolls MUST be entered under the Carriers Swift ID #, using the CRL system.

If Contractor is required to create, calculate or enter the Certified payrolls into the CRL system for the carrier, there will be a charge of $125 per hour. This will be invoiced to Carrier and will be deducted from Truck hauling payments. The Carrier must provide all of the required information to Contractor including any login information and passwords to allow Contractor to enter the Certified payroll info into the on-line CRL system. Carrier agrees to hold Contractor harmless for any and all potential liabilities, penalties or other legal issues related to the certified payrolls entered on behalf of the carrier.

15. At the request of the Carrier, if the Contractor agrees to push or pull a Subcontractor's rental vehicles, the Carrier hereby releases Contractor of any and all liability for ANY damages and/or claims related to such requests and shall defend and indemnify Contractor for any such damages and/or claims, including reasonable attorneys' fees and costs.

16. Carrier agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all personal injury, property damage, and other types of injury or damage, as well as any other types of claims or citations arising out of, resulting from, or in any manner connected with the performance of this Agreement, or the use by Carrier or it's agents or employees, of materials, equipment, instrumentalities, or other property, whether owned by Contractor, Carrier, or third parties., To the fullest extent permitted by law, Carrier also agrees to defend and indemnify Contractor, it's surety (if any), Owner(s), Design Professional(s), and any of Contractor's its surety's, Owner's(') or Design Professional's(') agents or employees from any and all claims, citations or violations, including, without limitation, claims, citations, or violations for which Contractor, its surety, Owner(s), or Design Professional(s) may be or may be alleged to be liable. Contractor reserves the right to select the attorney who Carrier retains to defend Contractor, its surety, Owner(s), or Design Professional(s). Carrier agrees to obtain, maintain, and pay for general liability insurance coverage and endorsements as will insure the provisions of this paragraph. Carrier agrees to obtain and maintain Workers Compensation Insurance on all Employees, any Hired Drivers, and any Broker arrangements.

17. Carrier agrees to report any Accidents or injury immediately to the Contractor's on-site supervisor and within 24 hours to Contractors Safety Department, as per defined on Exhibit I.

18. In addition to the insurance which is required for Carrier's indemnity obligations, Carrier agrees to obtain, maintain, and pay for policies providing the insurance described on attached Exhibit H. All insurance required under this Agreement shall be issued by insurance companies which are acceptable to Contractor. The insurance policies shall cover Contractor as a named insured, and shall be primary insurance. Carrier shall provide Contractor with a certificate by Carrier's insurance company(s) verifying that all of the insurance required by this Agreement is in place, and agree to add a 30 day notice of cancellation endorsement in favor of Contractor. Carrier agrees to provide a copy of the actual endorsement to Contractor.

Carrier understands and agrees that the start time each day is when carrier gets their first load of the day. Stop time each day is paid back to where you were loaded your first load. (Exhibit R)

Contractor agrees to pay Carrier a minimum of once every two weeks at the following rate(s)*:

$_Agreed Rate_ per hour for Belly Dumps & Side Dumps

$_Agreed Rate_ per hour for Tandem, Triaxle, Quad, Quint

$_____ per hour for _____

$_____ per hour for _____

Or the Prevailing Rate on Prevailing Wage jobs. (*Contractor will pay the highest rate of either your base rate or the prevailing rate)

NOTE: All required Certified payrolls (whether paper or on-line), W-9's, Insurance Certificates, and any other required documentation must be received prior to payments being issued.

19. If there are disputes between Contractor and Carrier, then Contractor shall have complete and sole discretion to determine whether the dispute will be arbitrated. If Contractor chooses to arbitrate, then the arbitration shall be conducted under the Construction Industry Arbitration Rules of the American Arbitration Association, and Carrier consents to arbitrate jointly with others all common or related questions of law or fact. Any lawsuit or arbitration between Contractor and Carrier shall be brought in Minneapolis, MN. If, however, Contractor has a claim against a third party for indemnity or contribution that cannot be brought in Minneapolis, then the dispute between Contractor and Carrier shall be resolved in a venue where Contractor is able to join the third party.

20. This Agreement shall terminate when Carrier completes all hauling services required under the Agreement. Contractor reserves the right to immediately terminate this Agreement (a) for its convenience with or without cause; (b) if Carrier breaches this Agreement including any of its representations or warranties under the Agreement; or (c) if Carrier causes any personal injury or property damage to a third party. A wrongful termination for convenience shall be deemed a termination for convenience.

21. The rights and obligations under this Agreement are personal and may not be assigned, transferred, or sublet by Carrier to any other person, firm, or entity without Contractor's prior written consent. In the event that contractor provides such consent, then Carrier shall cause each of its assignees to blind itself to the terms of this Agreement.

22. Any failure by Contractor to assert a right or enforce a requirement under this Agreement shall not be deemed a waiver of that or any other right or requirement.

23. This Agreement shall be governed in all respects by Minnesota law.

24. Carrier acknowledges that it has had the opportunity to negotiate the terms of this Agreement, and agrees that the neither the terms of this Agreement shall be construed favorably of Carrier and against Contractor for any reason.

25. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

26. This Agreement constitutes the entire agreement and understanding between the parties, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties.

I hereby acknowledge that I have also received the following attachments:

1. Exhibit A – Minnesota Statutes
2. Exhibit C – Broker Definition
3. Exhibit D – Responsible Contractor Act requirements (RCA)
4. Exhibit E – Company Information Form
5. Exhibit F – Certified Tare Weight Requirement
6. Exhibit G – W-9 Information
7. Exhibit H - Insurance Requirements
8. Exhibit I _ Safety Guidelines
9. Exhibit J - Work Zone Safety – Approved Vehicle Safety Lighting
10. Exhibit K – Use of Portable Electronic Devices
11. Exhibit L – Prohibited Communications
12. Exhibit O – CSI EEO Policy and listing of EEO Officer and DBE Officer
13. Exhibit P – FHWA 1273 – Federal Requirements
14. Exhibit R – Truck Rental Hours Paid Form

CENTRAL SPECIALTIES INC.	_____
Contractor	**Carrier**
By: _____	By: _____
Title: Transportation Supervisor	Title: _____
Phone: 320.762.7289	Phone: _____
	Mobile: _____