

GENERAL ORDER NO. 147-D  
(Supersedes General Order No. 147-C)

PUBLIC UTILITIES COMMISSION OF THE  
STATE OF CALIFORNIA

RULES GOVERNING TARIFF FILINGS BY COMMON CARRIERS AND CON-  
TRACT FILINGS BY CONTRACT CARRIERS

Adopted May 19, 1993. Effective June 18, 1993. Modified March 9, 1994.  
Decisions (D.)93-05-058 in A.92-07-004, D.93-05-059 in R.92-06-003  
et al. and D.94-03-038 in A.93-03-044

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\*Decision 94-03-038, Effective March 9, 1994

Revised

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## **RULE 1 - APPLICATION AND EXCEPTIONS**

- 1.1 Tariffs, contracts, and contract rate schedules, supplements, amendments, or revised pages filed to become effective on or after the effective date of this General Order shall conform with the rules herein established.
- 1.2 When provisions of this General Order are in conflict with the Commission's Rules of Practice and Procedure, the provisions of this General Order shall apply.
- 1.3 Except as otherwise provided, the carriers listed below are subject to this General Order:
  - (a) Highway common carriers as defined in Public Utilities Code (Code) Section 213;
  - (b) Highway contract carriers as defined in Code Section 3517.
- 1.4 The provisions of this General Order do not apply to transportation by independent contractor subhaulers when such transportation is performed for other carriers. However, when there is a unity of ownership, management, or control between the principal carrier and the consignor, consignee or debtor, subhaulers engaged by a principal carrier shall be paid 100% of the rate of the prime carrier.
- 1.5 The provisions of this General Order do not apply to rate exempt transportation by highway common carriers or highway contract carriers, nor do they apply to transportation performed by individual carriers which have been specifically exempted by Commission order.
- 1.6 The provisions of this General Order do not apply to transportation governed by General Orders 149 Series, 150 Series, or 151 Series.

## **RULE 2 - DEPARTURES**

Departure from the provisions of this General Order may be granted upon formal application to the Commission and after the Commission finds that such departure is reasonable and necessary.

Provisions previously shown herein were moved to Page 2.1

### **RULE 3 - DEFINITIONS**

For the purpose of this General Order and when used in tariffs, contracts, or contract rate schedules filed under this General Order, the definitions for the following terms shall apply:

\*3.0 Alternative Distance Tables (ADT) are publications containing rules, points, and distances between points, including zip codes, in the State of California issued by entities other than the Commission for the use of highway contract carriers. Distances are stated in either actual miles or constructive miles based on the Commission's Distance Table 8. Every ADT shall contain a table of contents and the name of each participating carrier or may reference therein other publications, limited to contract carriers, which govern the carrier's participation, when a bureau or agency publication is involved. ADT's must specify whether they are based on actual miles or constructive miles and:

(a) Require a Commission authorization at initial filing.

(b) May be amended as follows:

(1) For zip code based actual mile or constructive mile tables, only to the extent necessary to effect changes required by official postal service revisions to 5-digit zip codes which do not alter distances, or

(2) For actual mile based tables, only to the extent necessary to adjust for: new roads, permanent road closures or; when the change will not increase distances.

(c) For changes not specified under Rule 3.0(b), a formal application will be required.

3.1 "Base Rate" means the lowest rate legally on file within the last 12 months, unless that rate was effective for less than 30 days. Refer to Rule 7 for requirements on changes to base rate.

3.2 "Carrier's Equipment" means any motor truck, tractor or other highway vehicle, trailer, semitrailer, or any combination of such highway vehicles, operated by the carrier or its subhauler.

3.3 "Commission" means the Public Utilities Commission of the State of California.

3.4 "Common Carrier" means every highway common carrier described in Rule 1.3(a). Pursuant to Commission Order,

common carriers subject to this General Order shall serve at least one day per week each point for which they have filed a tariff, if service is requested.

- 3.5 "Common Carrier Contract" means a contract for common carrier service filed by a contract carrier that also holds common carrier authority. A common carrier contract must be designed to yield rates equivalent to the carrier's tariff rates in effect at the time the contract is filed.
- 3.6 "Contract" means a bilateral agreement in writing which binds both contract carrier and the consignor, consignee, or other party to good faith performance. For terms of contract, see Rule 6.
- 3.7 "Contract Carrier" means every highway contract carrier described in Rule 1.3(b).
- 3.8 "Contract Rate Schedule" means a publication containing the rates and charges of contract carrier(s), including rules, regulations, and provisions governing the service(s) of the carrier(s). This includes supplements, amendments, revised pages, or reissues of the publication filed by contract carriers.
- 3.9 "Equivalent Rate" means a common carrier contract rate which, when filed, produces the same charge as does the common carrier's tariff rate applied to the same shipment or shipments.
- 3.10 "Governing Publication(s)" means those publications which govern the application of a common or contract carrier rate. Examples of such publication are:
- Distance Table 8 and/or the Optional All Points to All Points Table for Distance Table 8 issued by the Commission, and amendments or reissues thereto;
- Hazardous Materials Tariff ATA, 111-Series (Cal. PUC 22 of American Trucking Association, Inc., Agent) including supplements and reissues; and
- National Motor Freight Classification NMF 100-Series (Cal. PUC 40 of National Motor Freight Traffic Association, Inc., Agent), including supplements and reissues (also referred to as the "Governing Classification").
- 3.11 "Independent Contractor/Subhauler" means any carrier who renders service for a principal carrier, for a specified recompense, for a specified result as to the work only and not as to the means by which such result is accomplished. This term includes sub-subhaulers when such carriers are engaged by other subhaulers.
- 3.12 "Less-than-truckload rate" means any rate not subject to the "truckload rate" minimum weight.
- 3.13 "Point" means a particular city, town, community, extended area, metropolitan zone, or other area which is described or

named in a tariff or contract rate schedule for the application of rates.

- 3.14 "Rate" means the figure stated in cents, dollars and cents, or their fractions, including the charge, and also, the minimum weight or volume and rules or conditions governing the application of the rate, and any accessorial charges to be used in computing the charge on the property transported.
- 3.15 "Rate Bureau" means each conference, bureau, committee, or other organization established or continued under any agreement approved by the Commission under the provisions of PU Code Section 496.
- 3.16 "Rate Exempt Transportation" means transportation of commodities or transportation within the geographic areas described in the most recent Commission publication, including any revisions, entitled "Commodities and Geographic Areas Exempt From Rate Regulation".
- 3.17 "Special Contract" means a contract for service or under conditions which meet either of the terms (a) or (b) below:
- (a) The contract provides services over a period of not less than 30 days and includes more than a single shipment, and meets either of the terms (1) or (2) below:
    - (1) The carrier earns a minimum of \$1,000 per month for delivered transportation services, or
    - (2) The contract calls for substantial shipper obligations not normally provided under common carrier tariff rates by any carrier.
  - (b) The contract provides services not normally provided under common carrier tariff rates by any carrier.
- 3.18 "Tariff" means a publication containing the rates and charges of common carrier(s) including operating rights (scope of operations), rules, regulations, and provisions governing the service(s) of the carrier(s) including supplements, amendments, or revised pages or reissues. Refer to General Order 80 Series for rules governing construction and filing of tariffs.
- 3.19 "Truckload Rate" means any rate which requires a minimum weight of 12,000 pounds or greater.
- 3.20 "VARIABLE COST FLOOR" (VCF) means the lower bound of the zone of reasonableness. The VCF is established by the Commission and is based on variable costs. There are separate VCF's for truckload and less-than-truckload carriage.
- 3.21 "Zone of Reasonableness" means a zone within which common carriers may individually set rates without further Commission approval. The upper end of the zone is cumulative rate increases not greater than 30 percent over a 12-month period. (Refer to Rule 7.2.) The lower bound of the zone is the VCF, which is based on variable costs set by the Commission. (Refer to Rule 7.4.)

#### **RULE 4 - FILING PROCEDURES**

- 4.1 Two copies of tariff, contract, and contract rate schedule filings, including any supplements or amendments, shall be delivered or mailed to:

California Public Utilities Commission  
Tariff File Room - 2nd Floor  
505 Van Ness Avenue  
San Francisco, CA 94102

4.2 Rate Filing Transmittal and Date Filed

- (a) All tariff, contract, and contract rate schedule filings shall be accompanied by the Rate Filing Transmittal form, attached to this General Order, which shall provide: (1) the carrier's name as it appears on the carrier's operating authority; (2) the carrier's T-number; (3) the tariff and item number(s), the contract number, or the contract rate schedule number of the tariff, contract or contract rate schedule filing; and (4) the shipper's name as it appears on the contract.
  - (b) Special contracts shall be filed within seven (7) days after the contract is signed.
  - (c) If a receipt for the filings is desired, the transmittal shall be sent in duplicate with a self-addressed stamped envelope. One copy will be stamped and returned as a receipt.
  - (d) The date stamped "received" will reflect the date the document is filed with the Truck Tariff Section in San Francisco. Once stamped received, such rate filings shall be listed on the Commission's Daily Transportation Calendar within 3 working days after the date filed. Tariffs, contracts, contract rate schedules, and supporting documents shall be filed in a single package which shall also include the transmittal required to accompany the filing.
- 4.3 All contracts and tariffs filed will be available for public inspection at the Commission's office in San Francisco.

#### **RULE 5 - TARIFF FILINGS BY COMMON CARRIERS**

- 5.1 Common carriers shall file tariffs in accordance with the requirements of Division 1 of the Code and General Order 80 Series.
- 5.2 Nothing in this rule shall prohibit carriers from publishing their own tariffs, or from joining in tariffs issued by rate bureaus or tariff publishing agents.
- 5.3 Common carrier tariffs shall not be designed to be shipper specific.
- 5.4 All common carrier tariffs shall describe accurately and fully the services offered to the public, provide the specific rate or the basis for calculating charges for the performance of those services, and show all related classifications, rules, and practices. Tariffs should be filed and maintained in a way that allows all

users to determine the exact charges for any given shipment, including all available discounts. Discounts shall be identified in the tariffs, along with the qualifying criteria. Freight bill information is covered by General Order 155 Series.

- 5.5 Common carrier tariffs may become effective as provided in Rule 8.1.
- 5.6 Every common carrier shall maintain and keep open for public inspection a copy of its tariffs, and any revisions or supplements in accordance with General Order 122 Series.

#### **RULE 6 - CONTRACT FILINGS BY CONTRACT CARRIERS**

- 6.1 No contract carrier shall perform any transportation or accessorial service until either:
  - (a) it has signed and in effect an executed binding special contract for such service, or
  - (b) it has on file and in effect with the Commission two copies of an executed binding common carrier contract for such service.
- 6.2 Contract carriers shall strictly observe, as their exact rates, the rates and provisions of their contracts.
- 6.3 (a) Contracts shall contain a specific termination date. Common carrier contracts shall not be made effective for more than one year. Special contracts may be of any duration of 30 days or more. All contracts may be renewed by filing an amendment with the Commission in accordance with Rule 6.10.
  - (b) A special contract may be renewed with the signature of the carrier only, if the original contract contains a clause substantially similar to the following:

Carrier and shipper agree that this contract may be extended without shipper signature upon notification by the carrier to the shipper and the filing of a renewal notice with the Commission. Shipper's objection or desire not to renew shall be evidenced by a written notice delivered to carrier within \_\_\_\_ days of the date of the Renewal Notice.
- 6.4 Every contract carrier shall keep and maintain for the Commission's inspection all contracts for a period of three years after the termination date of each contract.
- 6.5 Every contract carrier shall maintain and keep open for public inspection a copy of its contracts and contract rate schedules, and any revisions, amendments, or supplements in accordance with General Order 80 Series and 122 Series.
- 6.6 Every contract shall contain:
  - (a) The name, address, signature, and "TW" file number of the carrier.
  - (b) The name, address, and signature of the shipper.

- (c) The date the contract was executed, the effective date, and the termination date of the contract.
  - (d) The geographic area involved in performance, such as the route(s) and/or points.
  - (e) A description of all services to be provided, the commodities involved, and the projected tonnage (or other appropriate unit of measurement) to be transported.
  - o(f) The compensation to be paid and received. Rates shall be stated in their entirety as part of the contract, unless reference is made to rates in the tariff provisions which govern the carrier's highway common carrier operating authority, in the carrier's contract rate schedule, \*Alternative Distance Table, or any governing publication filed with the Commission by that carrier. (Exception: A contract carrier may refer to official publications of the Commission without filing those documents.)
  - o(g) A provision specifically acknowledging the tariff and item number, contract rate schedule, \*Alternative Distance Table, or governing publication containing the rates to apply in the contract and the date of the rates to apply by reference, including a statement that the rate will not change unless an amendment to the contract is filed, or a statement clearly indicating the circumstances under which the rates to apply by reference will change without further amendment to the contract.
  - (h) The conditions, if any, under which changes in compensation or other terms of the contract may be made by the parties.
  - (i) Such explanatory statements as are necessary to remove all reasonable doubt as to its proper application.
- 6.7 Contracts shall be plainly typed, or prepared by other similar durable process, on letter-size (not less than 8 x 10-1/2 inches nor larger than 8-1/2 x 11 inches) paper of good quality and shall be clear and legible.
- 6.8 Each carrier shall issue contracts under the "TW" file number assigned to it by the Commission with a suffix number beginning with the number 1. Subsequent contracts shall bear consecutive suffix numbers. The contract number shall appear on every page in the following manner:

**"CONTRACT NUMBER  
CAL T-000-1"**

- 6.9 A contract or an amendment which is required or authorized to be filed by a Commission decision shall refer to that decision in connection with the item or supplement which incorporates the change resulting from the decision, or shall refer to the appropriate provision of this general order permitting or requiring the change.

- o Change )
- ) Decision 94-03-038, Effective March 9, 1994
- \* Addition )



Contracts may be amended by filing a supplement or by filing new pages on which changes are made. Revised pages shall be identified as consecutively numbered revisions of the previous page, e.g., "First Revised Page 2 Cancels Original Page 2."

6.10 A contract supplement or amendment to a contract shall contain:

- (a) Those requirements set forth in Rule 6 necessary to clearly and effectively identify and amend the original contract.
- (b) Reference to the item number, page number, and/or previous supplement number which it amends.
- (c) The signatures of both the shipper and the carrier, unless it is an amendment to extend the expiration date of a special contract filed in accordance with Rule 6.3(b) which may be renewed with the signature of the carrier only. An amendment renewing a special contract with only the signature of the carrier, shall include a certification that the shipper has been furnished with notification of the renewal by the carrier.
- (d) The effective date of the amendment or supplement.
- (e) A specific termination date, where the amendment extends the term of the contract.

6.11 When a carrier changes its name as shown in the Commission's records, without transfer of control from one company to another; or when a shipper with which the carrier has a contract changes its name, whether or not control is transferred from one company to another, the carrier shall immediately amend all affected contracts it has issued to reflect the change. The required amendment to each contract in effect may be accomplished by filing a supplement containing a provision that "whenever the name (enter the old name) appears it shall be construed as meaning (enter the new name)."

6.12 The Commission shall be notified in writing when a contract is cancelled prior to the expiration date contained in the contract. Unless an amendment is filed with the Commission extending the duration of the contract, it shall be considered cancelled on the expiration date.

6.13 Common carrier contracts may only be filed by contract carriers which also hold common carrier authority. Common carrier contracts must initially provide service at rates equal or equivalent to the common carrier's tariff rates in effect at the time the contract is filed. Common carrier contracts may become effective as provided in Rule 8.1. Common carrier contracts may lock in rates over the term of the contract, or rate changes over the term of the contract may be based on the common carrier's filed tariff rates or economic factors identified in the contract. However, rates may not be lower than the common carrier's tariff rates in effect at the time the

contract is filed. Common carrier contracts may be effective for up to one year, and may be renewed by amendment, subject to the terms of Rule 7.

Common carrier contracts shall require the carrier to be liable for loss and damage to the same extent it is liable under common carrier tariffs.

- 6.14 Special contracts are for service or under conditions defined in Rule 3.17. Special contracts may be filed by contract carriers whether or not they also are common carriers. Contract carriers that do not also have common carrier authority may only file special contracts.

Special contracts are not subject to protest or Commission review prior to going into effect. Complaints may be filed in accordance with Rule 10.

#### **RULE 7 - REQUIREMENTS FOR RATE CHANGES AND RATE ESTABLISHMENT**

##### **7.1 Establishing Rates**

- (a) Common carriers shall establish rates in their tariffs by filing the appropriate tariffs accompanied by the VCF Certification form required by Rule 7.4, attached to this General Order.
- (b) Contract carriers shall establish rates in common carrier contracts by filing rates at or equivalent to the carrier's own common carrier tariff rates in effect at the time the contract is filed.

Common carrier contracts must cite the source of the carrier's equivalent tariff rates by tariff and item number(s).

Contract carriers may provide for an automatic adjustment to the rates in a common carrier contract, and must specify the method by which and at what points in time the rate adjustment(s) will occur.

Rates in common carrier contracts may be published by reference to the carrier's own tariff, and must comply with Rules 6.6(f) and 6.13.

- (c) Contract carriers shall establish the rates in special contracts by filing such contracts with the Commission in accordance with the terms of this General Order. No VCF Certification is required.

##### **7.2 Common Carrier Rate Changes Within Zone of Reasonableness**

- (a) Except as provided in Rule 7.3(c) and 7.3(g), common carriers may increase rates in their tariffs in compliance with Rule 4, provided that the increased rate is not more than 30 percent above the carrier's base rate. Common carrier rate filings which increase rates within the zone of reasonableness shall cite as a footnote on the tariff page the item number, and the effective date of the base rate. (Refer to Rules 3.1 and 3.21 for definitions.)

- (b) Common carriers may decrease rates in their tariffs in compliance with Rules 4 and 7.1(a). Rates below the lower end of the zone of reasonableness require a formal application to the Commission.

### 7.3 Rate Changes

- (a) Common carrier rate changes outside the zone of reasonableness (i.e., increases greater than 30 percent or cumulatively greater than 30 percent over base rates for the last 12 months, or for rates lower than the VCF), and common carrier rates collectively set under Code Section 496 require a formal application to the Commission.
- (b) Except as provided in Rule 7.3(a), rates filed under this rule may be filed by a common carrier or a tariff publishing agent through independent action only.
- (c) If a common carrier cancels or amends any rate within 30 days of the effective date, then that rate shall not become a base rate for the purpose of defining the upper end of the zone of reasonableness.
- (d) Contract carriers may increase rates in special contracts already in effect by filing an amendment. Amendments need not be filed for automatic adjustment of contract rates provided for in the original contract.
- (e) Contract carriers may decrease rates in special contracts already in effect by filing an amendment.
- (f) Common carrier contracts may be amended or renewed by amendment according to Rule 6.10, except that the amended contract rates at the time the amendment becomes effective must equal or be equivalent to the carrier's own common carrier tariff rates in effect at the time the amendment is filed.
- (g) Common carriers may, in lieu of formal rate application, cancel obsolete tariff rates by filing the cancellation in accordance with Rule 8.1. The rate filings canceling obsolete rates shall be accompanied by: (1) a statement that the cancelled rates have not moved traffic for at least one year, and (2) a certification under penalty of perjury that the foregoing statement is true and correct to the best of the carrier's knowledge.

### 7.4 VARIABLE COST FLOOR

Common carrier rates established or decreased pursuant to Rules 7.1(a) or 7.2(b) shall be accompanied by the VCF Certification form attached to this General Order as Attachment 1. The carrier shall state, under penalty of perjury, that: (1) each of the truckload rates filed is no lower than the VCF established by the Commission, and/or (2) that each less-than-truckload rate for shipments of less than 12,000 pounds is no lower than the VCF when the rate is prorated upward to the carrier's typical aggregate load stated on the Variable Cost

Floor Certification form filed with the rate(s). The typical aggregate load must be based on the carrier's operating experience, or anticipated typical aggregate load if the carrier does not have operating experience.

**RULE 8 - TARIFF AND CONTRACT FILINGS - PUBLIC NOTICE - EFFECTIVE DATES**

- 8.1 Common carrier tariff and common carrier contract rates filed pursuant to Rules 6.13, 7.1(a), 7.1(b), 7.2(a), 7.2(b), 7.3(c), 7.3(f) and 7.3(g) may be effective not earlier than 10 days after listing on the Commission's Daily Transportation Calendar.
- 8.2 Special contracts and special contract amendments shall be filed within seven (7) days of the date signed and will be published in the Commission's Daily Transportation Calendar. Special contracts and amendments may be effective when signed.

**RULE 9 - PROTESTS AND SUSPENSION OF RATES**

- 9.1 Protest to tariff and common carrier contract rate filings shall be made with the Tariff File Room. A protest must be made by a letter or telegram not later than 10 days after the notice of the filings appears on the Commission's Daily Transportation Calendar.
- 9.2 Except as provided in Rule 9.5, if a protest is filed or for other good cause, the Executive Director may, prior to the effective date of a rate filing, temporarily suspend the rate filing or any of its provisions for a period not to exceed 30 days after the requested effective date. The Commission may: (1) deny the protest, (2) deny the requested rate filing, (3) permit the suspension to lapse, which would allow the rate filing to become effective, or (4) further suspend the rate filing and set the matter for hearing.

If the Commission further suspends the effective date of the rate filing or any of its provisions, and sets the matter for hearing, the period of suspension shall not extend more than 120 days beyond the date the rate filing would otherwise go into effect, unless the Commission extends the period of suspension for a further period not exceeding six months.

If the Commission does not act on the protest or take any further action on a rate filing suspended by the Executive Director, the rate filing will become effective the day after the suspension ends, and any protest shall be deemed denied.

- 9.3 Notice of any rate suspension shall be provided in the Commission's Daily Transportation Calendar.
- 9.4 If the Commission suspends the effective date of a filing or any of its provisions, and sets the matter for hearing, the burden of proof rests with the proponent of the filing.
- 9.5 Special contracts are not subject to the provisions of Rule 9.

## **RULE 10 - COMPLAINTS**

Commission review of any tariff or common carrier contract rate which is in effect or special contract filed with the Commission may be initiated by filing a formal complaint in accordance with the Commission's Rules of Practice and Procedure. The burden of proof in the complaint shall be upon the complainant.

## **RULE 11 - UNIFORM RULES**

- 11.1 Common carrier tariffs shall contain a specific provision acknowledging that the handling of claims for loss or damage of property is governed by General Order 139 Series.
- 11.2 Common carrier tariffs shall contain a specific provision acknowledging that the processing, investigation, and disposition of claims for overcharge or duplicate payment are governed by General Order 148 Series.
- 11.3 Carriers shall expressly state in their tariffs and contracts or contract rate schedules whether collect-on-delivery (C.O.D.) services as defined in General Order 84 Series will be provided and, if C.O.D. services are provided, the tariff, contract, or contract rate schedule shall contain a complete description of and an acknowledgement that General Order 84 Series governs the C.O.D. service to be provided.
- 11.4 Carriers shall provide in their tariffs and contracts or contract rate schedules: (1) a complete description of any services which apply to transportation involving more than one commodity or transportation between more than two points (e.g., mixed shipments, split pickup and/or delivery, and stop-in-transit); and (2) a description of the method by which distance shall be computed (if distance is part of the calculation of the transportation charge).
- 11.5 Carriers shall rate shipments separately, unless otherwise provided in their tariffs, contracts, or contract rate schedules.
- 11.6 Carriers shall not accept for transportation hazardous materials as described in and subject to the Hazardous Materials Tariff of the American Trucking Association, unless at the time of or prior to the transportation the carrier has complied with the requirements of the Hazardous Materials Tariff, and state and federal regulations that apply to the transportation of hazardous materials.

Approved and dated May 19, 1993, to become effective June 18, 1993, at San Francisco, California.

PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA

By Neal J. Shulman  
Executive Director

California Public Utilities Commission  
RATE FILING TRANSMITTAL

Date \_\_\_\_\_

Carrier \_\_\_\_\_ T- \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_  
\_\_\_\_\_ ( ) \_\_\_\_\_

.....

Enclosed are the following rate filings:  
(Check all that apply)

[ ] Common Carrier Tariff

Tariff Number(s) \_\_\_\_\_

Item Number(s) \_\_\_\_\_

[ ] Common Carrier Contract

Contract Number \_\_\_\_\_

Shipper Name \_\_\_\_\_

[ ] Special Contract

Contract Number \_\_\_\_\_

Shipper Name \_\_\_\_\_

Effective Date \_\_\_\_\_

.....

\_\_\_\_\_ Date Received \_\_\_\_\_ Date Calendared

(For CPUC use only)

ATTACHMENT 1

California Public Utilities Commission  
VARIABLE COST FLOOR CERTIFICATION

Carrier \_\_\_\_\_ T- \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_  
\_\_\_\_\_ ( ) \_\_\_\_\_

.....  
This form must be filed with every common carrier tariff filing. It does not apply to common carrier contracts or special contracts.

Tariff Number(s) \_\_\_\_\_

Item Number(s) \_\_\_\_\_

Check all that apply, and sign the certifications:

[ ] **Truckload Certification:** The revenue per mile for each truckload rate submitted in this filing is not lower than 75.4 cents per mile. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

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

[ ] **Less-than-truckload Certification:** The revenue per mile for each less-than-truckload rate in this filing for shipments of less than 12,000 lbs. is not lower than 93.2 cents per mile when the rate is prorated upward to \_\_\_\_\_. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

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

.....

\_\_\_\_\_ (For CPUC use only)  
Date Received