

Revision #4  
Issued: December 12, 2022  
Effective: December 12, 2022

# **NOPK 500 SECTION 1**

This supplement contains changes resulting in increases.

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## **SUPPLEMENT 29 TO TARIFF NOPK 500**

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### **APPLICATION OF RATE INCREASE**

On shipments originated by North Park Transportation, the following applies.

A general rate increase of 7.6% will apply starting on December 12, 2022

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Issued by:

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### **Item 10: Rules and Regulations**

This section contains rules, regulations, and application of rates and items that apply to this schedule, as well as those provided in various tariffs listed in Item 20.

### **Item 20: Governing Publications**

This schedule is governed by the following tariffs, except as otherwise provided in this tariff, by the following described tariffs and by supplements thereto or successive issues thereof:

#### **Issuing Tariff**

Title of Kind of Publication Agent No. Series National Motor Freight Classification NMF 100 Hazardous Materials  
ATA 111 Scope ICC 105

### **RULES AND OTHER PROVISIONS WHICH GOVERN THIS TARIFF**

#### **Item 30: Scope of Operations**

For scope of operations, see National Motor Freight Tariff Association, Scope Tariff ICC NMF 105, issued by National Motor Freight Traffic Association, Inc., Agent.

#### **Item 40: Method of Determining Rates**

- 1) Ascertain the zip code number assigned to the point of origin and to the point of destination.
- 2) Colorado and Wyoming Intrastate shipments:
  - a) Refer to Section 4 and locate at the top of the page the lower of the two zip codes. Locate the other zip code at the left hand side of the page. The intersection of the two zip codes provides the rate base.
- 3) All other shipments:
  - a) Refer to Section 2 and locate the origin and destination zip codes to determine the base zips and factors.
  - b) Refer to Section 3 and locate at the top of the page the base zip code that falls in the North Park Transportation Co. service area. Locate the other base zip code at the left hand side of the page. The intersection of the two base zip codes provides the rate base number. Add the factors from Section 2 to the rate base number to get the rate base.
- 4) Find the rate base number in Section 3 "Table of Class Rates and Minimum Charges". Opposite this number and under the applicable weight group and class rating will be the rate(s) that apply, subject to base rate adjustments found in Item 600.

**Item 45: Payment of Charges**

- 1) Charges accruing under this tariff are due and payable and shall be collected at the time an outbound prepaid shipment is tendered by the shipper or at the time an inbound collect shipment is tendered to the consignee, except when credit has been established by the shipper, consignee, or other party responsible for the charges. All charges are due at the time of delivery in the case of COD shipments, Order Notify shipments, or shipments with advance charges. In no case will credit be allowed on these types of shipments.
- 2) All charges on freight being billed to a 3rd party will be billed to the party designated by the shipper at the time of pickup. If charges are not paid by the 3rd party according to the terms of this item, all charges shall be considered prepaid and be billed to the shipper who is then responsible for all charges.
- 3) Credit will be extended to the shipper, consignee, or other party responsible for the charges only after credit has been established. After credit has been extended, freight will be picked up and delivered and the party responsible for the freight charges will be billed within 7 working days.
- 4) All charges are due within 30 days. All shipments not paid in full, within the terms of the freight bill, will be subject to full class tariff rates, and/or charges without application of discount, allowances or any other reductions. In addition, any freight tendered for delivery, and the party responsible for the freight charges has a past due account, freight may be held until the past due amounts have been paid in full.
- 5) Any shipment paid for by any check that is not honored by the bank and returned unpaid will be subject to an additional charge of **\$300.00**.
- 6) In addition to all freight charges, debtor shall be responsible for all collection fees, attorney fees, and/or court costs arising from collection efforts.

**Item 50: Application of Tariff**

- 1) Rates and charges in this schedule apply on all commodities in the governing classification.
- 2) On mixed shipments, any deficit weight will be rated at the **highest** applicable rate/class on any articles in the shipment.
- 3) Rates and charges in this schedule apply from points in the states of Colorado, Montana, Nebraska, South Dakota, Utah, and Wyoming to points in the Continental United States.

**Item 60 :Application of Accessorial Charges**

1. When freight is received from or tendered to a connecting line, the accessorial charges will be paid by the Consignee.
2. When Shipper indicates on the Bill of Lading that the application and payment of an accessorial service must be preauthorized, the Shipper must provide on the Bill of Lading the name, address, e-mail address and telephone number of the person authorized to approve the service or payment. Failure to provide the information will nullify the preauthorization requirement.

**Item 70: Application of Rates on Points not within Direct Service Area**

On shipments that originate or are destined to points that are not served directly by North Park Transportation Co., rates and charges may be dictated by the originating or delivering carrier as follows.

Shipments that are not originated by NOPK, will be rated according to the originating carrier's tariffs. Additional charges for services will be charged according to the rules of this tariff.

Shipments destined to points not delivered direct by NOPK, may be subject to the charges set forth by the delivering carriers tariffs.

**Item 75: Bill of Lading Information-Limited Liability**

If a shipper fails to provide the carrier a full ratable description of items being shipped on the Bill of Lading, or an NMFC sub and class to rate a shipment properly, the shipment will be rated at a class 125. Also if no full ratable description, or proper NMFC, sub and class is not on the Bill of Lading, the claims liability will be limited to \$.10 a pound with maximum liability per shipment of \$1000.

**Item 80: Bills of Lading - Corrected**

- 1) Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after the shipment has been delivered.
- 2) A corrected bill of lading to change the original freight charges collection status from prepaid to collect will not be accepted if section 7 of the corrected bill of lading has been signed.
- 3) An additional charge of \$21.50 per freight bill will be assessed against the party responsible for payment of the freight charges on the corrected bill of lading whenever a freight bill is changed from prepaid to collect or from collect to prepaid.
- 4) Upon submission of satisfactory “proof” of the actual commodity shipped and where a proper description of articles can be determined, charges will be adjusted on the basis of the proper description, NMFC item and class.

**Item 200: Advancing Charges**

No charges of any description will be advanced to shippers, owners, consignees, or agents except charges that are incidental to the transportation of the shipment.

The charges for collecting and remitting the amount of the advance charges will be collected from the consignee, except unless otherwise stated by the shipper that such charges are to be prepaid.

The fees for collection and remittance of advance charges are as follows:

Charge for advancing and when the charge advanced is between collecting will be:

\$0.01 and \$49.99 _____	\$31.50
50.00 and 349.99 _____	79 .25
350.00 and 399.99 _____	86.00
400.00 and 449.99 _____	89.50
450.00 and 499.99 _____	95.75
500.00 and 549.99 _____	106.00
550.00 and 599.99 _____	114.25
600.00 and 649.99 _____	120.50
650.00 and 669.99 _____	128.50
700.00 and 749.99 _____	137.00
750.00 and 799.99 _____	149.00
800.00 and 849.99 _____	154.50
850.00 and 899.99 _____	163.00
900.00 and 949.99 _____	170.75
950.00 and 999.99 _____	179.00
1,000.00 and over multiply amount by _____	0.1858

**Item 210: Collect on Delivery Shipments**

**COD shipments are no longer a part of the NOPK500 rules. All COD shipments must be approved before picking up or moving. COD fees will be discussed at that time.**

**Item 225: Bills of Lading - Order Notify**

On shipments moving on order bills of lading, a charge of **\$50.00** will apply. This charge shall be in addition to all other applicable charges and will be collected from the party who pays for the freight.

**Item 230: Handling Freight at Positions not Immediately Adjacent to Vehicle**

When requested by shipper or consignee and operating conditions permit, freight may be moved from or to positions beyond the immediate adjacent loading or unloading positions as defined in Item 370 (pickup and delivery service) in this tariff.

Service under this item will be provided to floors above or below the level accessible to the carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate the same, is provided without cost to the carrier.

Service provided under this item will be assessed a charge of \$6.50 per 100 pounds subject to a minimum of \$86.00 and a maximum of \$583.00 per shipment.

Charges assessed under this provision will be the responsibility of the consignee unless written authorization from the shipper stating they will pay for service has been received.

**Item 240: Notification Prior to Delivery**

On shipments requiring that the delivering carrier notify the consignee or any other party prior to delivery by any means, **the charge will be \$22.50 per** notification.

**When appointment is requested or completed there will be a charge of \$45.00 per appointment**

When prepaid bills of lading indicate notification of consignee, charges will be collected from the shipper, otherwise the charges will be collected from the consignee.

**Item 250: Residential Delivery Service**

On delivery of shipments consigned to 'Private Residences', a charge of \$15.00 per 100 pounds with an \$85.00 minimum and a \$1240.00 maximum charge will apply in addition to all other lawful charges. The charges will include notify, appointment and Lift gate within the Residential charges.

On single line prepaid shipments, the charges will be collected from the shipper, all other shipments the charge will be collected from the consignee.

**Item 255: Hazardous Materials**

A hazardous material handling fee of **\$42.50** per shipment will be assessed to any shipment containing commodities that are classified as hazardous by the Department of Transportation.

**Item 256: Pallet Rates**

**The maximum weight per pallet is 2500 pounds. The maximum size of pallets is 48"x48"x60"(high). Pallet rates are subject to fuel surcharge when applicable. Pallet rates herein take precedence over any other pricing program that may cover the traffic. Pallets exceeding dimensional and weight limitations may be subject to LTL rates and discounts.**

Shippers with multiple pallet rates of different weights or dimensions must declare on the BOL the size of the pallet being tendered to determine the rate to apply. If size is not declared the highest pallet rate in the contract will be applied.

### **Item 257: Application of Classes**

To ensure the correct assessment of freight charges and to avoid infractions of federal and state laws, shippers must use proper commodity word descriptions on the bills of lading and shipping orders. Such descriptions must conform to those shown in the National Motor Freight Classification (STB NMF 100 Series). Appropriate abbreviated descriptions are permitted provided the NMFC item and appropriate Sub number thereof are shown. Incomplete or improper commodity descriptions accompanied by a class rating are not acceptable forms of abbreviation and shall not determine the proper classification rating applicable to such commodity. Packaging types are required for classification rating and must also be shown. If Carrier receives a bill of lading, shipping order, manifest or receipt for goods where an incomplete or improper commodity description is used or where the NMFC item number is not valid or has expired, Carrier will make every effort to classify the freight according to the information shown. In the event Carrier, in its judgment, cannot determine the proper classification rating, such commodity will be assigned a class 125 rating, and rates will be assessed on that basis.

### **Item 260: Equipment - Hydraulic Lift Gate Service**

Where carrier is required or requested to employ mechanical loading or unloading devices, including hydraulic lifting or lowering devices, to accomplish pickup or delivery of the goods to and from the carrier's vehicle, an additional charge of **\$65.00** will be assessed upon the actual weight of the shipment or shipments for which the service is rendered at one time.

The charges for this service shall be paid by the party for whom the service is performed, or guaranteed by the shipper. The carrier is not obligated to perform such service, when suitable vehicles, equipped with such devices, and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicle.

Authorization is not required when the only way to finalize or complete delivery is to utilize the Liftgate service.

### **Item 270: Exclusive Use and Control of Vehicle**

#### **Section 1:**

Except as provided in Section 2 of this item, no shipment is entitled to the exclusive use of the vehicle or double trailer in which it is to be transported and the carrier has control of the vehicle or double trailer with the unrestricted right to:

- 1) Select the vehicle or trailer for the transportation of a shipment.
- 2) Transfer the shipment to another vehicle or double trailer.
- 3) Load other freight on the same vehicle or double trailer.
- 4) Remove locks or seals applied to the vehicle or double trailer.

#### **Section 2:**

When the carrier, at the request of the consignor or consignee provides the exclusive use of a vehicle or double trailer, the following provisions will apply:

- 1) Charges will apply to each vehicle or double trailer used to transport the shipment.
- 2) The request must be given in writing or placed on the bill of lading and shipping order.
- 3) When bill of lading or shipping instructions prohibit the breaking of locks or seals, such instructions will be considered as a written request for exclusive use service.
- 4) The charge will be for the actual weight of the shipment at the applicable rate or at the minimum weight provided for in connection with the applicable rate, whichever is greater, subject to a minimum charge for each trailer used, computed on a weight of 20,000 pounds at the Class 100 Scale 5M rate.
- 5) Charges are to be paid or guaranteed by the party requesting the service and the non-recourse stipulation on the bill of lading may not be executed.

### Item 280: Local Cartage

When requested by the consignor or consignee, to pick up a shipment or shipments and deliver it to another address within the same city, \$125.00 per hour will be charged to the party requesting the service. This charge is subject to a two-hour minimum and will increment in 15-minute intervals.

### Item 285: Extended Pick up or Delivery Charges

See link for zips and locations with additional extended delivery charges  
[NPT Extended Fees By State - TRADE \(effective 12/12/22\)](#)

### Item 290: Detention - Vehicles with Power Units

This item will apply when vehicles with power units are delayed or detained either on the premises of the consignor or consignee or as close thereto as conditions will permit.

#### General Provisions:

- 1) When the carrier's employee assists in loading, unloading or checking the freight, this item will apply whether or not the power unit is detained.
- 2) Nothing in this item will require pickup or delivery of freight at hours other than normal business hours.
- 3) If vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading has begun before unloading begins, free time for loading will not begin until unloading free time expires.
- 4) Loading includes the furnishing of the bill of lading or forwarding directions or documents necessary for forwarding of the shipment.
- 5) Unloading includes the surrender of the bill of lading on shipments billed 'To Order', payment of lawful charges when required prior to delivery of the shipment, notification to the vehicle is unloaded, and the signing of the delivery receipt when present at unloading.

#### Computation of Time:

- 1) Computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading and receipt by the driver of a signed bill of lading or delivery receipt.
- 2) Computations of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery. If loading or unloading is not completed at the end of such day, time will be resumed upon notification by the driver to the responsible representative that he is ready to resume loading or unloading.
- 3) When consignor tenders or consignee receives more than one shipment at one time, the combined weight will be used to determine free time.

#### Free Time:

- 1) Free time per vehicle stop shall be as follow:

Actual weight in pounds Free time in minutes

less than 1,000 \_\_\_\_\_ 10

1,000 but less than 2500 \_\_\_\_ 15

2500 but less than 7500 \_\_\_\_ 30

7500 but less than 10000 \_\_\_\_ 45

10001 but less than 15001 \_\_\_\_ 60

- 2) Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power, at the request of the consignor or consignee, the free time and detention charges will be applied as follows:

a) If the change is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charges for vehicle without power will be applied immediately with no further free time allowed.

b) If the change is requested and made after expiration of free time, for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was



requested. In addition thereto vehicle will immediately be placed on detention for vehicle without power with no further free time allowed.

**Charges:**

- 1) When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$50.00
- 2) The amounts due the carrier under the provisions of this rule shall be assessed against the consignor in the case of loading, and against the consignee in the case of unloading, regardless of whether the charges are prepaid or collect.

**Item 300: Detention - Vehicles Without Power Units**

Detention - vehicles without power units - spotting or dropping trailers - this item applies when the carrier's vehicle without power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.

**General Provisions:**

- 1) Subject to the availability of equipment, trailers will be spotted empty or loaded for loading or unloading on the premises of consignor, consignee, or on other premises designated by them or as close thereto as conditions will permit.
- 2) Loading or unloading will be performed by consignor, consignee or other party designated by them. When a carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading, the bill of lading must show "Shipper Load and Count".
- 3) Detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading regardless of whether charges are prepaid or collect.

**Computation of Spotting and Free Time:**

- 1) Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by the consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor.
- 2) When any portion of the 24 hour free time extends into Saturday, Sundays, or holidays, the computation of time for such portion shall resume at 12:01 a.m. on the next day that is not a Saturday, Sunday, or a holiday.
- 3) When a trailer is both unloaded and reloaded, each transaction will be treated independently of the other, except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

**Termination of Spotting and Notification:**

- 1) Consignor, consignee, or other party designated by them shall notify the carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until notification has been received.
- 2) When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
  - a) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicle with power will immediately commence with no further free time allowed.
  - b) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested in addition, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

**Charges:**

After the expiration of free time, charges for detaining a trailer will be assessed as follows:

- 1) For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays, or holidays

excepted) a charge of \$125.00 per period applies.

2) For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays, or holidays excepted) a charge of \$200.00 per period applies.

3) For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays, or holidays included) a charge of \$250.00 per period applies.

No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after the arrival of the driver and power unit. When a delay of 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Item 290.

**Item 310: Extra Labor - Loading or Unloading**

When requested by the consignor or consignee, extra labor will be furnished for loading or unloading. At each location where extra labor is used, the charge will be as follows:

Days Per man Minimum Hours Per hour or charge fraction thereof per man

Monday - Friday  
(except legal holidays)  
8:00 A.M. to 5:00 P.M. \$150

Monday - Friday  
(except legal holidays)  
5:00 P.M. to 8:00 A.M. \$190.50 \$225.00

Saturdays (except legal holidays) \$250.00

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor, if the extra labor is used for loading, and against the consignee if the extra labor is used for unloading.

Extra labor will not be furnished unless requested by consignor or consignee.

The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

Provisions of this item do not apply on Sundays or holidays. On such days apply the charges as provided in "Pickup or Delivery Service - Sundays or holidays". On Saturdays when more specific provisions are applicable, see "Pickup or Delivery Service - Saturdays".

**Item 320: Forklift Service**

On shipments that require a forklift service and the consignor or the consignee does not furnish this service, forklift service will be provided at a charge to the consignor or consignee, as the case may be, requiring such service. A charge of \$150.00 per half hour or fraction thereof for each forklift used. Such forklift service shall be subject to a minimum charge of \$150.00 per shipment.

Charges shall be computed from the start of the actual use of the forklift equipment in loading or unloading the shipment, as the case may be, and to run until the actual use of the forklift equipment is terminated.

**Item 330: Impracticable Operations**

Pickup or delivery service will not be performed at any site from or to which it is impracticable to operate vehicles because of:

- 1) The condition of roads, streets, driveways, alleys or approaches thereto;
- 2) Inadequate loading or unloading facilities;
- 3) Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to persons or property.

### **Item 340: Marking or Tagging Freight - Changing Markings or Tags**

At the request of the shipper or consignee, markings or tags on any packages or pieces of freight will be changed or altered according to instructions. A charge of \$6.50 per package or piece of freight, on which the marking or tag is changed or altered, with a minimum charge of \$85.00 per shipment will apply.

### **Item 350: Over length Charge**

1. Shipments containing one or more articles that equal or exceed 8 feet in length, but are less than 12 feet in length, will be subject to a charge of: \$125.00 per shipment in addition to all other applicable charges.
2. Shipments containing one or more articles that equal or exceed 12.1 feet in length, but are less than 20 feet in length will be subject to a charge of: \$175.00 per shipment in addition to all other applicable charges.
3. Shipments containing articles that equal or exceed 20.1 feet in length, but less than 27 feet, will be subject to a charge of: \$300.00 per shipment in addition to all other applicable charges.
4. Shipments containing articles that are equal to or exceed 27.1 feet will be charged an additional \$600 in addition to all other applicable charges.

NOTE A – All three dimensions will be taken into consideration on shipments containing non palletized freight. The longest of the three dimensions shall be used and considered as the length for applying this item, regardless if the dimension used for length is considered the width or height for its primary purpose.

NOTE B – When shipment is subject to capacity load charges or a volume rate quote, the charge in this item will not apply

### **Item 360: Permits - Special**

Except as otherwise provided in this tariff, the published rates or charges do not include tolls, fees, or charges levied by the State Highway Departments or Departments of States, Cities or Municipalities for special permits, flagman, bridge, ferry, highway, tunnel, escort service or other public charge of a like nature required because of a shipment of explosives or because of the unusual size, shape, or weight of a shipment. All such charges shall be in addition to other charges provided in this tariff and shall be collected from the shipper or party requesting movement of the shipment, plus a service charge of \$161.25 per vehicle per permit for the securing of the special permits.

All expenses to move these shipments will be advanced and upon request, evidence of payment for these permits will be furnished to the shipper or party requesting movement.

### **Item 370: Pickup or Delivery Service**

Except as otherwise provided, rates in this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment at one site by the carrier during business hours subject to the following provisions:

1) Placement of vehicle for loading:

At the request of the consignor, a vehicle will be furnished and placed at the loading site designated by the consignor to pick up a shipment there tendered for transportation.

2) Placement of vehicle for unloading:

The delivery of a shipment to the place of delivery specified on the bill of lading will include the placing of a vehicle at the delivery site designated by the consignee.

3) Loading:

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place its vehicle for loading. Loading

includes stowing and counting of the freight in or on the carrier's vehicle.

Carrier will furnish only one man per vehicle for loading except as provided for in "Extra Labor - Loading".

4) Unloading:

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. Unloading includes the counting and removal of the freight from the position in which it is transported in or on the carrier's vehicle.

Carrier will furnish only one man per vehicle for unloading, except as provided for in "Extra Labor - Loading".

5) Restrictions on Loading or Unloading:

Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating freight except as provided below.

a) When a shipment is tendered to the carrier in lots according to size, brand, flavor, or other characteristics and is so identified on the bill of lading or accompanying papers, normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, the vehicle will continue to be unloaded subject to applicable detention charges.

b) When the conditions of paragraph (a) are not met, a charge of \$1.27 per package or \$1.66 per 100 pounds, whichever is greater, will be assessed for sorting or segregating by marks, brands, sizes, flavors, or other distinguishing characteristics except as provided in paragraph (c). Such charges will be assessed against the person requesting or requiring this service, and are in addition to applicable detention charges.

c) No sorting or segregating charge will be made when the only service performed is a count necessary to determine the extent and identity of shortages or overages as may have been ascertained by carrier's employee.

Loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two wheeled hand trucks), in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except carrier's employee may use (non-riding type) when furnished by the consignor or consignee.

Loading by Consignor or Unloading by Consignee:

The consignor or consignee may elect to waive the loading or unloading of freight as provided in this item by performing at his own expense the loading or unloading of the shipment on or from the carrier's vehicle.

Waiver of Delivery Receipt:

When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

More Than One Loading or Unloading Site:

Upon request of the consignor or consignee, pickup or delivery service as defined in this item may be performed at more than one loading or unloading site within the continuous plant property or premises of the consignor or consignee requesting this service, provided the loading or unloading sites are not intersected by more than one public thoroughfare. A vehicle transfer charge of \$62.50 will be assessed for each transfer of the vehicle from one loading or unloading site to another.

Heavy or Bulky Freight - Loading or Unloading:

When freight (per package or piece) in a single container, or secured to pallets, platforms, or lift truck skids, or in any other authorized form of shipment:

1) **Weighs 50 pounds or less:**

The carrier will perform the loading and/or unloading.

2) Weighs more than 110 pounds but less than 500 pounds:

a) The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each of its greatest and intermediate dimensions. Where the consignor and/or consignee does not provide a dock, platform, or ramp, **the shipper will be responsible for loading or unloading. If liftgate is available, and can be used safely to load or unload, the appropriate fees will apply.**

b) The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform, or ramp directly accessible to the carrier's vehicle if such freight

(1) exceeds 8 feet but does not exceed 22 feet in its intermediate dimension

(2) if it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension.

Heavy or Bulky Freight-Loading or Unloading: (concluded)

Where the consignor and/or consignee do not provide a dock, platform, or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.

3) Weighs 500 pounds or more:

The consignor will perform the loading and the consignee will perform the unloading. .

4) Exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension:

The consignor will perform the loading and the consignee will perform the unloading.

Delivery at Private Residences:

Before attempting delivery to private residences, the carrier must reach agreement with the consignee or consignor regarding the date and time (approximate) of such delivery. This arrangement for delivery may be accomplished through a notation by the consignor on the Bill of Lading, or by oral or written arrangement between the carrier and the consignee. In any case, some mutually agreed upon arrangement for delivery must be made before tender of delivery is initially attempted.

If the carrier complies with the regulation described about, and, though the fault of the consignee, is unable to tender delivery as scheduled, a charge of \$45.00 to cover the service described about for the additional cost of Renotification and arrangement for redelivery will be assessed. The requirements of the above paragraph, regarding prior arrangements for tender of delivery are similarly applicable when redelivery is necessary.

Charges provided in the above paragraph, if accrued, will be in addition to all other lawful charges. Unless the Bill of Lading is specifically endorsed to show prepayment of these charges, they will be collected from the consignee, except charges moving on government bills of lading will be collected from the U.S. Government.

### **Item 380: Pickup and Delivery Service - Saturday, Sundays or Holidays**

**When consignor or consignee requests the carrier to pick up or deliver freight on Saturdays, Sundays or Holidays, such service will be subject to a charge of \$200.00 per man per hour, or fraction thereof, minimum charge \$1049.00 per man per day. Such charge shall be in addition to all other applicable charges. 3 hour minimum**

Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are available for loading or unloading at the premises of consignor or consignee, and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.

Consignor or consignee may request carrier place or pickup an empty trailer(s) on Sundays or Holidays even though the actual pickup and/or delivery of freight may occur on a day other than Sundays or Holidays. The charge for this service will be \$601.00 per man per day or fraction thereof.

The provisions of this item shall not be construed as obligating the carrier to furnish pickup or delivery service on Sundays or Holidays.

Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

#### **Item 400: Split Pickups and/or Deliveries**

Except as otherwise provided in this tariff, on shipments weighing less than 10,000 pounds (or on which charges for a weight of less than 10,000 pounds are assessed), moving from one consignor or consignee, on one bill of lading, and on which charges are exacted on the through rate from the point of origin to the point of destination, one or more extra pickups or deliveries will be made at any in transit point or points where the shipment is stopped for an additional charge of \$208.75 for each extra pickup or delivery.

#### **Item 410: Protective Services**

Shipments weighing less than 5,000 pounds requiring protection from cold will be subject to an additional charge of \$9.00 per hundred pounds, subject to a minimum charge of \$70.00 per shipment.

When the bill of lading or shipping document is notated Protect from Freezing or words of similar language, the rate to apply on such a shipment will be 115 percent of the otherwise applicable rate, subject to a minimum charge per shipment of 115 percent of the otherwise applicable minimum charge.

#### **Item 411: Alcohol, Beer and Wine- Accepting for Transportation**

It will be the shipper's full responsibility, and no liability on the carrier, to determine if the weather, for both overheating or freezing, is proper/allowable to be transported by NPT. If NPT inadvertently accepts a shipment in freezing, or possible freezing temperature during transportation, NPT is not liable for any damage from the freezing or overheating of the shipment. NPT will not be liable for "Acts of God" (NOPK Item 330) which can include road closures from accidents, weather or other unforeseen circumstances that don't allow for movement or delivery and/when if the product becomes too hot or too cold to be determined by shipper as unusable or unsellable.

Shippers can file a claim when damage from NPT is determined in the movement or transferring of freight as long as the above conditions are not the effect or cause of the damage.

#### **Item 412: Packing and Packaging**

Articles shipped must be properly classified, described, packed, packaged, marked, labeled and tendered in proper condition by the shipper for shipment so that they may, with reasonable diligence and care, be safely and securely transported according to the applicable regulations of the Department of Transportation and the NMFC (National Motor Freight Classification)

#### **Item 413: Limited Access Pickup or Delivery**

Pickups or deliveries provided at one of the following types of locations, but not limited to, are considered to be Limited Access.

-Camp, Campground/RV Park, Cemetery, Daycare/Preschool, Fairgrounds, Farm/Estate, Golf Course/Country Club, Hospital(including Medical/Urgent Care Site), Lodging, Military Base, Mine/Quarry, Oil Fields, Nuclear Plant, Nursing Home/Assisted Living, Park, Place of Worship, Power Plants,.Schools//Universities, Apartment Complexes, Malls//Strip Malls, Parking Garages, Storefronts, Refineries

The fee for Limited Access Pickup or Delivery is \$62.50 and will be paid by the payer of the linehaul charges.

### Item 415: Fuel Surcharge

North Park Transportation Company uses the Department of Energy Survey/National Average results published weekly as the basis for determining the applicable FSC for the upcoming week effective Tuesday.

The fuel price survey results are available on Mondays, after 4:00 pm eastern standard time by calling (202) 586-6966 or on the Internet at [www.eia.doe.gov](http://www.eia.doe.gov). The NPT table currently is at the EIA +1%.

### NOPK Fuel Surcharge Calculation

For the detailed FSC Table, go here: [NPT FSC TABLE](#)

### Item 416: Stop No Freight

When North Park Transportation dispatches a driver, for pickup of a shipment as described within this item, and through no fault of the carrier, the shipment is not tendered to the carrier. A charge of \$130 will be assessed against the party requesting the pickup

### Item 417: Linear foot Rule

When a shipment is tendered to North Park Transportation that occupies 14-20 linear feet of trailer floor space, and at least 50" in width, there will be an additional charge of \$300.00 assessed. If a shipment occupies 21.1-27 feet of linear floor space, and at least 50" in width, the additional charges shall be \$500.00.

If a shipment occupies 27.1 feet up to 45 feet of linear feet of trailer floor space, and at least 50" in width, the additional charges shall be \$800.

### Item 420: Reconsignment or Diversion

Definitions of Reconsignment

A change in the name of the consignor or consignee.  
A change in the place of delivery within original destination point.  
A change in the destination point.  
Relinquishment of shipment at point of origin.  
Instructions received prior to receipt of shipment.

Conditions:

Requests for reconsignment must be made in writing or confirmed in writing.

All charges applicable to the shipment must be paid or guaranteed prior to reconsignment.

Only entire shipments, not portions of shipments, may be reconsigned.

Marking or tagging freight is subject to additional charges as stated under the item for marking or tagging freight.  
**Under item 340**

Charges:

If reconsignment results in a change in the name of the consignee or in the place of delivery within the original destination point, a charge of \$83.00 per shipment will apply.

If reconsignment results in a change in destination city, a charge of \$83.00 will apply if reconsignment is made prior to delivery. If made after delivery a charge of \$14.00 per 100 pounds with a \$100.00 minimum and a \$1381.00 maximum charge will apply.

In addition to the above charges, and original rates from origin to original destination, tariff rates from reconsignment point to new destination will apply.

**Item 430: Redelivery**

When a shipment is tendered for delivery and delivery cannot be accomplished through no fault of the carrier, no further tender for delivery will be made except upon request. A redelivery charge of \$14.00 per 100 pounds with a minimum of \$100.00 and a maximum of \$1387.00 will be assessed against the consignee.

**Item 440: Storage**

Freight held by reason of an act of the consignor, consignee, or owner, through no fault of North Park Transportation Co., will be considered stored immediately and will be subject to the following provisions:

1) Storage charges on undelivered freight will begin at 7:00 A.M. The first business day after notice of the freight's arrival has been given. No charges under this item will be made when actual tender of delivery is made within 24 hours after notice has been given.

2) **Freight stored in the carrier's possession will be assessed a charge of \$85.00 per shipment per 24-hour period.**

**Item 450: Minimum Charge - Household Goods or Personal Effects**

The minimum charge for any shipment of Household Goods Group or Personal Effects, other than military as described in NMFC 100 Item 100240, will be the charge for 500 pounds at the applicable rate.

**Item 460: Bill of Lading Charge**

On any shipment that requires a copy of the Bill of Lading to be sent along with the original freight bill for payment, and this copy is not furnished by the shipper, a charge of \$30.00 per shipment will apply.

**Item 470: Proof of Delivery Charge**

On any shipment that requires a copy of the Delivery Receipt to be sent along with the original freight bill for payment, a charge of \$25.00 per shipment will apply.

**Item 480: Loss and Damage Claims**

Rules for handling loss and damage claims will be settled in accordance with the "Principals and Practices for the investigation and disposition of Freight Claims as published in Title 49, Code of Federal Regulations, Part 1005".

**Item 490: Limitation of Liability**

North Park Transportation Co. liability, shipments valued at more than \$5.00 per pound per article are of extraordinary value. Carrier's maximum liability is \$5.00 per pound per article, subject to \$12,500.00 maximum total liability.



**Item 495: Released Value – Used Auto Parts, Used Machinery or Parts**

Articles that are commonly described as automobile or truck parts, machinery or machinery parts, other than "New", will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding 10 cents per pound per article.

Failure of the consignor to declare that an article is "Used" shall not alter the application of this item.

If a shipment is inadvertently accepted with a higher released value, the carrier's liability will still be limited by this item.

**Item 497: Weight Change**

1. If the description or other information contained on the bill of lading is incomplete or is believed to be incorrect, Carrier or Carrier's agent will take necessary actions to determine the correct information. Actions may include: reweighing product to determine gross weights, inspection of the product, computations to confirm density, or other such actions necessary to properly establish facts regarding the shipment's characteristics. 2. When an inspection by Carrier or Carrier's agent results in a reclassification of the contents of the shipment, a charge of \$25.00 per shipment will be applied to the freight bill plus all applicable freight, fuel surcharge, and accessorial charges will be modified accordingly. When Carrier or Carrier's agent is requested to perform an inspection on a shipment by an outside party, Carrier may, at its option, inspect each shipment, subject to a charge of \$25.00 per shipment for performing this service. 3. The charge shall be the responsibility of the payor of the freight charges and shall be in addition to all other applicable charges. 4. The charge will not apply if the minimum weight or minimum charge in any of the following rules is used to determine final charges: a. Capacity Load minimum charge. b. Cubic Capacity and Density minimum charge. 5. Carrier reserves the right to verify shipment weight and make adjustments as necessary by use of electronic portable scales. Carrier verifies that such scales are "for trade" and meet all local and state laws regarding accurate weight within 1% tolerance of actual weight. 6. If the weight change determined by Carrier is an increase of 20 pounds or greater than the original weight as stated on the bill of lading, a charge of \$25.00 per shipment will be applied to the freight bill. All applicable freight, fuel, and accessorial charges will be modified accordingly. 7. If the shipper fails to indicate the weight of their shipment on the original bill of lading, Carrier will weigh the shipment and charge a fee of \$25.00 per shipment to perform this service. This fee will also be assessed against payor of freight charges anytime a carrier is requested to weigh or reweigh a shipment for any reason

**Item 500: Absolute Minimum Charges**

On all shipments eligible for discounts, the total charges after the discount will not be less than the following minimums from State to State:

To: Colorado	From-->:	Colorado	Montana	Nebraska	S. Dakota	Utah	Wyoming
Direct		91.00	136.00	91.00	120.00	142.00	120.00
Non-Direct		162.00	162.00	162.00	162.00	162.00	162.00

To: Montana	From-->:	Colorado	Montana	Nebraska	S. Dakota	Utah	Wyoming
Direct		136.00	85.00	91.00	120.00	136.00	115.00
Non-Direct		162.00	162.00	162.00	162.00	162.00	162.00

To: Nebraska	From-->:	Colorado	Montana	Nebraska	S. Dakota	Utah	Wyoming
Direct		91.00	91.00	91.00	91.00	91.00	91.00
Non-Direct		162.00	162.00	162.00	162.00	162.00	162.00

To: S. Dakota	From-->:	Colorado	Montana	Nebraska	S. Dakota	Utah	Wyoming
Direct		120.00	120.00	91.00	91.00	147.00	120.00
Non-Direct		162.00	162.00	162.00	162.00	162.00	162.00

To: Utah	From-->:	Colorado	Montana	Nebraska	S. Dakota	Utah	Wyoming
Direct		147.00	147.00	91.00	147.00	91.00	120.00
Non-Direct		162.00	162.00	162.00	162.00	162.00	162.00

To:	From-->:	Colorado	Montana	Nebraska	S. Dakota	Utah	Wyoming
<b>Wyoming</b>		120.00	115.00	91.00	120.00	120.00	80.00

To:	From-->:	Colorado	Montana	Nebraska	S. Dakota	Utah	Wyoming
<b>All other States</b>		162.00	162.00	162.00	162.00	162.00	162.00

**Item 520: Pick or Delivery Charges to any Airport**

On shipments moving to or from any Airport, an additional **\$125.00** pickup or delivery charge will apply for all single shipments or deliveries under 1000 pounds. **A charge of 175.00 for 1000 lbs or more.**