



SEND FREIGHT BILL TO:
Trinity Logistics, Inc.
 P.O. BOX 1620 Seaford, DE 19973
 carrierinvoices@trinitylogistics.com
 Fax (302) 883-8025

Logistics Specialist JONAH LOPEZ
Email jonah.lopez@trinitylogistics.com
Phone (817) 776-5151
Fax
Trinity Office U6 - CIMMARON FREIGHT SERVICES

Rate Confirmation - Trinity Logistics, Inc. Reference #8234416

Shipment Details			
Shipment #	8234416	Shipment Miles	208.0
Tarps	4ft	Pallet Count	14
Cust Ref/PO #	3167253-00 / 376207-00	Eq Type	48FB
Today's Date	04/02/2024 14:47	Eq ID	
		Straps	yes
		Shipment Mode	Over The Road

Carrier Details			
Carrier	PIERCE LOGISTICS LLC	Driver Name	CHARLES (832) 868-9864
DBA		Dispatcher	BOOKED WITH DRIVER
Address	202 DEASON CIRCLE	City/State/Postal Code	COLMESNEIL, TX 75938
MC Number	1468925	Phone	(832) 792-2022
DOT #	2466147	Fax	
SCAC			

Shipment Details						
Stop	Type	Pcs/Type/Wt	Address	Appt Date	Appt Time	PU/Delv #
1	Pickup		SESCO CEMENT SEE DIRECTIONS HOUSTON, TX 77011 (832) 206-3908	4/3/2024	08:00 - 14:00	85533

Notes:

MUST BE A DEDICATED TRUCK. NOTHING ELSE CAN GO WITH THIS LOAD. FAILURE TO COMPLY WILL RESULT IN RATE DEDUCTION UP TO 50%

All incoming carriers are required to wear proper PPE including, but not limited to, steel toe boots/shoes, safety goggles, ear protection and long pants. No exceptions.*** FAILURE TO DO SO WILL RESULT IN A 250.00 FINE

WE MUST HAVE DRIVER'S INFORMATION AND NUMBER AT THE TIME OF BOOKING IN ORDER TO DISPATCH AND COMMUNICATE FOR UPDATES. IF CARRIER DOES NOT PROVIDE THIS OR PROVIDES FALSE INFORMATION WILL RESULT IN RATE DEDUCTIONS UP TO 50%.

MUST FULLY TARP THIS LOAD WITHOUT FAIL. FAILURE TO DO SO WILL RESULT IN POTENTIAL DAMAGES AND/OR CLAIM AT THE EXPENSE OF THE CARRIER

DRIVER MUST ACCEPT MACRO POINT TRACKING AND KEEP TRACKING THROUGH ENTIRE TRANSIT. FAILURE TO DO SO MAY RESULT IN DEDUCTIONS UP TO 50%.

DRIVER MUST HAVE A MINIMUM OF 15 STRAPS IN ORDER TO GET LOADED. FAILURE TO ARRIVE WITH ENOUGH STRAPS WILL RESULT IN THE DRIVER BEING UNABLE TO GET LOADED. NO TONU WILL BE PAID AND CARRIER WILL BE CHARGED ADDITIONAL FEES IN ORDER TO GET LOAD RECOVERED.

Driver must have assigned PIN number to pick up. They will not be loaded without it. The pickup address, using Google Maps, is 7472 HARBOR DRIVE (also called JW Peavy) HOUSTON TX. 77011 Once entering, the driver will need to check in at the kiosk and then proceed to the loading area. The guard can help direct the driver to the loading location. The entrance is off Harbor Drive west of 75th. Drivers must enter via Navigation to 75th Street. DO NOT ENTER VIA HEDRICK STREET AS THERE IS A LOW BRIDGE AND IT IS HEAVILY POLICED BY LAW ENFORCEMENT.

2	Delivery		RC MASONRY 1835 ERWIN ST. TYLER, TX 75702 (903) 283-5961	4/3/2024	08:00 - 17:00	
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Notes:

DRIVER MUST UPDATE TRINITY LOGISTICS OF ANY POTENTIAL DELAYS OR ISSUES WITH PICK UP OR DELIVERY. CALL 817.776.5151. WE HAVE 24 HOUR DISPATCH IF ANY ISSUES ARISE FAILURE TO DO SO WILL RESULT IN RATE DEDUCTIONS UP TO 50-75%.

DRIVER MUST CALL DELIVERY CONTACT 30 MIN PRIOR TO DELIVERY. FAILURE TO DO SO MAY RESULT IN POTENTIAL DELAYS. NO DETENTION OR LAYOVER WILL BE PAID.

DRIVER MUST DELIVER ON THE DATE AND TIME LISTED ON THE RATE CON AS AGREED UPON VIA CONVERSATION . FAILURE TO DO SO WILL RESULT IN RATE DEDUCTION UP TO 50%-75%

Shipment Line Items							
Total Pcs/Type	Total Weight	Volume	STCC	Description	NMFC	Class	ID
0 PIECES	48000.0 lbs			14 PALLETS			

Carrier Rate Agreement					
Item #	Charge Description	Unit Type	Unit Quantity	Unit Price	Rate
1	LINEHAUL	Flat Rate	1.0	\$800.00	\$800.00
Total:					\$800.00

Shipment Notes
 Rate Confirmation

1. If carrier accepts this load, and fails to pick up or falls off the load trinity may charge a the carrier a carrier reconsignment fee. If carrier arrives to the shipper with the wrong equipment or lack of required equipment trinity may charge the carrier a carrier reconsignment fee. If carrier accepts the load and driver is dispatched, or onsite at the shipper and carrier falls off the load for any reason trinity may charge the carrier a carrier reconsignment fee. If carrier cannot take the load trinity must be notified 24 hours in advance to allow time for recovery without charges. If there is a crane involved in load out and carrier doesn't arrive onsite, falls off the load, or arrives onsite and fails to take the load at no fault of trinity carrier will also be charged the crane fees, as well as a carrier reconsignment fee.
2. MUST BE A DEDICATED TRUCK. NOTHING ELSE CAN GO WITH THIS LOAD. FAILURE TO COMPLY WILL RESULT IN RATE DEDUCTION UP TO 50%
3. All incoming carriers are required to wear proper PPE including, but not limited to, steel toe boots/shoes, safety goggles, ear protection and long pants. No exceptions. *** FAILURE TO DO SO WILL RESULT IN A 250.00 FINE
4. DRIVER MUST ACCEPT MACRO POINT TRACKING AND KEEP TRACKING THROUGH ENTIRE TRANSIT. FAILURE TO DO SO MAY RESUL IN DEDUCTIONS UP TO 50%.
5. DRIVER MUST HAVE A MINIMUM OF 15 STRAPS IN ORDER TO GET LOADED. FAILURE TO ARRIVE WITH ENOUGH STRAPS WILL RESULT IN THE DRIVER BEING UNABLE TO GET LOADED. NO TONU WILL BE PAID AND CARRIER WILL BE CHARGED ADDITIONAL FEES IN ORDER TO GET LOAD RECOVERED.
6. WE MUST HAVE DRIVER'S INFORMATION AND NUMBER AT THE TIME OF BOOKING IN ORDER TO DISPATCH AND COMMUNICATE FOR UPDATES. IF CARRIER DOES NOT PROVIDE THIS OR PROVIDES FALSE INFORMATION WILL RESULT IN RATE DEDUCTIONS UP TO 50%.
7. MUST FULLY TARP THIS LOAD WITHOUT FAIL. FAILURE TO DO SO WILL RESUL IN POTENTIAL DAMAGES AND/OR CLAIM AT THE EXPENSE OF THE CARRIER
8. Driver must have assigned PIN number to pick up. They will not be loaded without it. The pickup address, using Google Maps, is 7472 HARBOR DRIVE (also called JW Peavy) HOUSTON TX. 77011 Once entering, the driver will need to check in at the kiosk and then proceed to the loading area. The guard can help direct the driver to the loading location. The entrance is off Harbor Drive west of 75th. Drivers must enter via Navigation to 75th Street. DO NOT ENTER VIA HEDRICK STREET AS THERE IS A LOW BRIDGE AND IT IS HEAVILY POLICED BY LAW ENFORCEMENT.
9. DRIVER MUST DELIVER ON THE DATE AND TIME LISTED ON THE RATE CON AS AGREED UPON VIA CONVERSATION . FAILURE TO DO SO WILL RESULT IN RATE DEDUCTION UP TO 50%-75%
10. DRIVER MUST UPDATE TRINITY LOGISTICS OF ANY POTENTIAL DELAYS OR ISSUES WITH PICK UP OR DELIVERY. CALL 817.776.5151. WE HAVE 24 HOUR DISPATCH IF ANY ISSUES ARISE FAILURE TO DO SO WILL RESULT IN RATE DEDUCTIONS UP TO 50-75%.
11. DRIVER MUST CALL DELIVERY CONTACT 30 MIN PRIOR TO DELIVERY. FAILURE TO DO SO MAY RESULT IN POTENTIAL DELAYS. NO DETENTION OR LAYOVER WILL BE PAID.

PIERCE LOGISTICS LLC

Signature _____ Date _____

Terms of Agreement

1. Rate Confirmation should not be used as BOL
2. CARRIER COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS CARRIER understands and agrees that, while operating equipment at any time in California, CARRIER must comply with all applicable regulations promulgated by the California Air Resources Board ("CARB") in addition to any other applicable environmental or emissions laws in the State of California. CARRIER is responsible for understanding the applicable regulations. The below description is not intended to be, nor to be relied on as, a full description of the applicable legal requirements. CARB Truck and Bus Regulation (Title 13, California Code of Regulations, Section 2025) ("TBR"): The TBR generally requires trucks operating in California to be equipped with 2010 or newer engine model years. Prior to CARRIER transporting any shipment subject to this Agreement that originates in, is destined for, or moves through California, CARRIER shall submit to BROKER evidence that it is compliance with the TBR. This evidence shall be submitted annually by January 31st of each year thereafter during the term of this Agreement. Evidence of compliance shall include the following: A Certificate of Reported Compliance issued by CARB through reporting via the Truck Regulation Upload, Compliance, and Reporting System ("TRUCRS"); or If CARRIER does not report via TRUCRS, a dated and signed written statement certifying that CARRIER is aware of its obligations under the TBR and provides engine model year information and any other information requested by BROKER about trucks to be used in operations in California. CARB Transportation Refrigeration Unit Airborne Toxic Control Measures Regulation (Title 13, California Code of Regulations, Section 2477 et seq.) ("TRU"): Motor carriers can only dispatch trucks and trailers equipped with trailer refrigeration units that are compliant with the TRU and/or are prohibited from operating non-compliant trailer refrigeration units in California. CARRIER shall, regardless of TRU obligations, register all trailer refrigeration units to be operated in California and provide BROKER proof of such registration and compliance with the TRU. CARB Tractor-Trailer Greenhouse Gas Regulation (Title 13, California Code of Regulations, Section 95301 et seq.) ("GHG"): The GHG generally requires motor carriers to use aerodynamic tractors and trailers that are also equipped with low rolling-resistance tires when operating in California. CARB Heavy-Duty Inspection and Maintenance Program (Title 13, California Code of Regulations, Section 2195 et seq.) ("Clean Truck Check"): The Clean Truck Check generally requires motor carriers to report their vehicles to CARB, pay a compliance fee, and submit to periodic emission testing. CARB Advanced Clean Fleets Regulations (Title 13, California Code of Regulations, Section 2013 et seq. (Drayage Trucks) and Section 2014 et seq. (High Priority Fleets) ("ACF"): The ACF generally require a transition of covered equipment in fleets from diesel to zero-emission vehicles. CARRIERS with fleets not subject to the ACF shall submit a signed statement certifying they are not subject to the ACF. Vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>. CARRIER warrants and represents that all equipment used to transport a shipment subject to this agreement and operated in California shall fully comply with such CARB laws. CARRIER further certifies that it will not operate any equipment in California unless such equipment is compliant with such CARB laws. CARRIER agrees to provide the following BROKER contact information to drivers it uses to transport shipments in California subject to this Agreement: CARRIER Compliance Department Trinity Logistics 50 Fallon Ave. P.O. Box 1620 Seaford, DE 19973 (800) 319-6968 carriercompliance@trinitylogistics.com Should Broker or Broker's customer incurs penalties, fines, or fees as a result of Carrier's non-compliance, Broker shall offset - with Carrier paying Broker an amount equal to the difference within ten (10) days. CARRIER shall be liable for and agrees to indemnify TRINITY, its customer(s) and any of their suppliers or customers for any fines, penalties, costs, expenses, or damage incurred by any of them (including, but not limited to, claims for loss of or damage to cargo or cargo rejection) arising as a result of CARRIER's use of equipment found to be noncompliant with any laws, statutes, regulations, or requirements, including but not limited to those set forth above.
3. GENERAL: Rate confirmation ("Agreement") is a contract. Agreement shall become part of the master contract into which the above mentioned carrier ("Carrier") and Trinity Logistics, Inc. ("Trinity") have already entered ("Contract"). Agreement shall, in any and all cases, be subject to terms and conditions of the Contract. Carrier agrees that it will review this Agreement immediately upon receipt in order to verify that the Agreement lists the same rate(s) as the one(s) to which Carrier and Trinity agreed prior to time when Agreement was prepared. If Carrier does not sign and return Agreement within twenty-four (24) hours, Carrier shall be deemed to have accepted the Agreement. By accepting this Agreement, Carrier acknowledges that this is a contract load and that tariff insurance exclusions do not apply.
4. BROKERAGE: Carrier agrees that it will not broker the above load to another carrier or broker unless it receives written approval from Trinity to do so. Trinity shall be released from its obligation to compensate Carrier should Carrier do otherwise.
5. SUBMITTING PAPERWORK: Paperwork may be sent to Trinity via the following methods: Email: carrierinvoices@trinitylogistics.com Fax: (302)883-8025 Transflo Express: see attached cover page for information on sending via Transflo Mail: P.O. Box 1620 Seaford DE 19973
6. ADVANCES: All advances are subject to a 4% of the advance amount fee, minimum charge of \$10.00. The maximum advance amount is \$2,000.00 USD.
7. PAYMENTS: Standard terms are within twenty-five (25) days of date on which all uncontested paperwork was received. For information on "Quick Pay" contact 866-TRINITY.
8. CARRIER agrees to look solely to TRINITY for payment of all freight and other charges. CARRIER agrees that its sole recourse in the event of nonpayment shall be against TRINITY. CARRIER shall not seek payment from shipper, consignee, or third parties for any invoice or payments.
9. All Equipment used in transporting Food Shipments must be in safe and sanitary condition, free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. On all temperature controlled shipments, Equipment must have an air chute and must be pre-cooled (prior to arrival at the shipper) to the specified temperature on the shipper's instructions and/or Bill of Lading. Failure to comply may result in shipper rejection and CARRIER shall not be entitled to a truck order not used (TONU).
10. SANITARY FOOD TRANSPORTATION REQUIREMENTS If the arranged transportation is regulated by any of the Food Safety Laws, CARRIER must comply with the laws and regulations governing the safe and secure transportation of foodstuffs that will ultimately be consumed by humans or animals ("Food Shipments"), including those required by local, provincial, state and federal laws, regulations, ordinances and rules including, but not limited to, the Food Safety Modernization Act (21 U.S.C. § 2201, et. seq.), the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 341, et seq.) ("FD&C Act"), the Sanitary Food Transportation Act (49 U.S.C. 5701, et seq.), the U. S. Food and Drug Administration's Final Rule on the Sanitary Transportation of Human and Animal Food (21 C.F.R. § 1.900, et seq.) and all applicable U.S. Department of Agriculture and Food Safety and Inspection Service regulations (collectively, the "Food Safety Laws"). CARRIER is responsible for the sanitary conditions of Food Shipments during their transportation and complying with TRINITY's and/or the shipper's written instructions, including without limitation any temperature set point or temperature range, as provided to the CARRIER by TRINITY or the shipper in physical or electronic form. CARRIER shall apply all written instructions to future Food Shipments of the same goods tendered for the same TRINITY, unless instructed otherwise in writing. If TRINITY's or a shipper's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss. CARRIER agrees that when transporting food for human consumption, late delivery, i.e. delivery after the deadline indicated on the transportation documents, alone shall be sufficient to reject a shipment and consider the cargo a total loss. CARRIER shall verify the temperature of Food Shipments before loading. CARRIER must write the recorded temperature on shipping document(s) used by the parties for the pick-up, transport, or delivery of Goods, including without limitation any Bill of Lading ("Shipping Document"). If the temperature is more than two degrees different

Rate Confirmation

from the required temperature stated in the written instructions or Shipping Document, then the CARRIER shall immediately notify TRINITY and refuse to load the Goods. In the event CARRIER is unable to verify the temperature due to restrictions imposed by the TRINITY, consignor, consignee or due to the physical circumstances of loading, CARRIER is excused from performing such verification. The foregoing exception shall not relieve CARRIER of compliance with any other provision of this Schedule. CARRIER represents and warrants that all Equipment (as defined in the Food Safety Laws and herein) used in transporting Food Shipments is in safe and sanitary condition and appropriate for performance of the Services for Food Shipments, including but not limited to ensuring that the Equipment is free from contamination, pest infestation, and evidence of prior cargo that could render the Food Shipments unsafe. If CARRIER transports partial load shipments (also known as less-than-truckload, or LTL, shipments), CARRIER shall conduct appropriate inspections and take necessary actions upon receiving the first shipment and each subsequent shipment to ensure that (a) the Equipment remains in safe and sanitary condition; (b) any Food Shipments will not be contaminated by any previously or subsequently loaded cargo; and (c) the temperature of any temperature-controlled Food Shipment will not be materially disrupted. When required by and as specified in TRINITY's and/or a shipper's instructions or Shipping Document, CARRIER must ensure that the cold storage compartments are prepared for safely transporting the Food Shipments. CARRIER must set temperature controls to pre-cool mechanically refrigerated cold storage compartments before offering equipment with auxiliary refrigeration units for transportation of Food Shipments requiring temperature control and set the operating temperature to ensure the Food Shipments at all times are maintained at the temperature set point or within the temperature range specified on the shipper's and/or TRINITY's instructions or Shipping Document. Immediately upon request or as promptly as practicable thereafter, CARRIER will provide TRINITY and/or the shipper: 1. Evidence of the operating temperature of Food Shipments maintained during Services in the manner acceptable to TRINITY and/or the shipper; 2. Documented written processes for maintaining food safety, including maintenance of temperature control, and cleaning, sanitizing, and inspecting Equipment; 3. Evidence of transportation traceability, including information regarding: a. Previous cargo hauled in bulk or in other Equipment; and b. Maintenance and intervening cleaning procedures for docks and Equipment. 4. Appropriate training processes for each person under CARRIER's supervision or control involved in providing the services pursuant to this Agreement; and 5. Evidence that the Food Shipments have not been adulterated, as defined below, and have been transported under sanitary conditions to protect the shipments against temperature abuse or excessive fluctuations and any physical, chemical, or microbial contamination. CARRIER agrees to maintain all documentation and records related to the transport of Food Shipments governed by this Agreement, including those documenting personnel training and Equipment cleanings, sanitization and inspections, and the safe and sanitary transport of Food Shipments, and shall make the records available to TRINITY and/or the shipper upon request. CARRIER acknowledges and agrees that the temperature of the Food Shipments is a material condition of this Agreement. CARRIER shall develop and maintain written procedures related to the safe transport of Food Shipments tendered to it by the shipper, through TRINITY, and shall train its drivers and staff regarding safe transport of the shipper's Food Shipments and other goods. Liability Related to Food Shipments. 1. CARRIER agrees that Food Shipments that have been transported or offered for transport, pursuant to this Agreement, under conditions that are not in compliance with the written instructions or requirements set forth in the Shipping Document, including any seal, temperature, quality control standards and delivery date requirements, will be considered "adulterated" within the meaning of the FD&C Act (21 U.S.C. §§ 342(a)(1)(4), 342(i)). CARRIER understands that adulterated shipments may be refused by the shipper, consignee or receiver upon their tender for delivery at destination, with or without inspection. 2. CARRIER assumes liability for the result of breach of any of the foregoing requirements specified in this Agreement of rate confirmation. CARRIER agrees that TRINITY is not responsible for and shall in no way be held liable to CARRIER for CARRIER's or any shipper's consignee's, receiver's or loader's obligations or their failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws referenced above. The determination regarding the acceptability, salvageability and/or the adulterated status of Food Shipments transported by CARRIER shall be within the sole discretion of the shipper and shall be binding on CARRIER.

11. CARRIER, by acceptance of any shipment tender and by providing its or its drivers' telephone numbers to TRINITY, hereby consents, on behalf of itself and its drivers, and CARRIER's drivers, by providing their telephone numbers to CARRIER or TRINITY, hereby consent, to receiving text messages made using an automatic telephone dialing system regarding, relating to, or arising out of CARRIER's or such drivers' relationship with, and any services provided to, TRINITY.

12. CHARGES: In order to be eligible for reimbursement charges for detention, labor and other unforeseeable costs must be approved by Trinity in writing at the time they are incurred. In addition receipts must be provided. Carrier agrees that Trinity's charges to its customers are confidential and need not be disclosed to Carrier. Carrier specifically waives any rights it may have under 49 CFR §371.3.

13. INSURANCE: Carrier certifies that its cargo insurance policy does not contain any exclusions relative to the commodity(ies) being transported pursuant to this Agreement or any other exclusion. The load value listed herein is an estimate and is not intended to in any way limit the Carrier's or Carrier's insurer's liability in the event of cargo loss or damage. If Carrier's auto liability policy is a Scheduled Auto policy, Carrier must use only equipment insured by such policy.

14. EQUIPMENT: Unless otherwise agreed in writing, Carrier agrees that any and all equipment used to transport, or assist in the transportation of, property will be exclusively used for that purpose. Carrier agrees that it will only use its own equipment, and that the equipment used matches the DOT number of the company signing this rate confirmation. For temperature controlled shipments: 1)Carrier must be able to provide a reefer download for the unit used to transport the shipment. 2)Carrier can supply current reefer maintenance records for the unit used to transport the shipment. Driver must be pre cooled before arriving to shipper. Driver must verify product is at correct temp before loading. If not allowed on the dock or discrepancy between the rate confirmation and BOL, driver must contact booking office ASAP and require shipper notate on the BOL before driver leaving the shipper.

Thank you for choosing Trinity. Need a reload? Visit our available load board at www.trinitylogistics.com/carriers/access-load-board/.
To obtain your login, contact (866)-TRINITY.

Notes:

If using Transflo, a \$2.50 fee will be deducted from your final settlement.
Scanned documents must be received within 24 hours of delivery.

Instructions:

1. Visit a participating location, selected from the listed map of truck stops found on www.transfloexpress.com.
2. Perform the following check list before handing the fuel desk cashier your documents:
 - Clearly and legibly fill in the information at the bottom of this sheet labeled "Load Information".
 - Make sure all documents are face-up, with the writing on the top side.
 - Securely tape small receipts or documents to a regular sized sheet of paper. Materials are provided by the scanning clerk for your convenience.
 - Remove paperclips & staples from all documents.
 - Place this coversheet on top of your documents. You must use an original coversheet, no photocopies, to ensure proper transmission to Trinity's Accounting Department.
3. Once the scanning clerk has processed your documents, they will be returned to you with a confirmation receipt stapled to the front page.
 - Review this receipt to ensure the date and page count is correct.
 - Make sure all documents are face-up, with the writing on the top side.
 - Make sure Trinity's SCAC code, "TTFD", was used in order to confirm they were sent to the right company.
4. View the images on www.transfloexpress.com, click on "View Documents" in the top right corner. Enter the confirmation number from your receipt to view the scan as well as determine when the documents were delivered to Trinity. Images are kept online for 14 days.

Load Information

Load (Pro) Number:	8234416		
Pick Up Date:	4/3/2024		
Pick Up City:	HOUSTON	Pick Up State:	TX
Delivery Date:	4/3/2024		
Dest City:	TYLER	Dest State:	TX
Carrier Name:	PIERCE LOGISTICS LLC		



