

Application for Employment

Tri Dal, Ltd.
540 Commerce
Southlake, TX 76092
817-481-2886



Date: _____

Name: _____ Phone () _____

Social Security #: _____

Address: _____ City/State/Zip: _____

How Were You Referred to Us? (Circle all that apply) Newspaper Ad School Agency Other Current Employee

Name of Referral Source: _____

Indicate the position for which you are applying: _____

What is your minimum weekly salary/hourly requirement: _____

Date available for work: _____

Do you have any commitments to another employer that may affect your employment with us?

Education & Training

Circle the highest grade completed: 8 9 10 11 12 GED College: 1 2 3 4 5 6 7

Were you in the U.S. Armed Forces? Yes No If yes, what branch: _____

Field Skills (Check all that apply):

Operator Foreman Laborer Surveyor Pipe Layer

Equipment (Check all that apply):

| | | | | | |
|-----------------------|--------------------------|----------------------------|--------------------------|----------------------|--------------------------|
| Backhoe | <input type="checkbox"/> | Dozer | <input type="checkbox"/> | Mixer | <input type="checkbox"/> |
| Motograder | <input type="checkbox"/> | Ride On Compactor | <input type="checkbox"/> | Rubber Tire Loader | <input type="checkbox"/> |
| Scraper | <input type="checkbox"/> | Skid Steer | <input type="checkbox"/> | Sweeper | <input type="checkbox"/> |
| Track Loader | <input type="checkbox"/> | Trackhoe | <input type="checkbox"/> | Trencher | <input type="checkbox"/> |
| Walk Behind Compactor | <input type="checkbox"/> | | | | |
| Survey Auto Level | <input type="checkbox"/> | Survey Robot Total Station | <input type="checkbox"/> | Survey Total Station | <input type="checkbox"/> |
| Survey G.P.S. | <input type="checkbox"/> | | | | |

List special equipment or technical materials you can work with (other than those already shown):

| | | |
|-----------|-------|-------------------|
| LAST NAME | FIRST | SOCIAL SECURITY # |
|-----------|-------|-------------------|

Application for Employment

Tri Dal, Ltd.
540 Commerce
Southlake, TX 76092
817-481-2886



Safety Training/Certifications *(check all that apply):*

- | | | | | | |
|--------------------|--------------------------|------------------|--------------------------|--------------------------|--------------------------|
| Confined Space | <input type="checkbox"/> | Competent Person | <input type="checkbox"/> | Excavation and Trenching | <input type="checkbox"/> |
| OSHA 30 HR Class | <input type="checkbox"/> | First Aid | <input type="checkbox"/> | Laser Safety | <input type="checkbox"/> |
| Lock Out / Tag Out | <input type="checkbox"/> | Traffic Control | <input type="checkbox"/> | Hazardous Comm. | <input type="checkbox"/> |

List courses and training other than shown elsewhere in this application:

Office Skills *(Check all that apply)*

- | | | | | | |
|--------------|--------------------------|------------------|--------------------------|---------------------|--------------------------|
| Accounting | <input type="checkbox"/> | Accounts Payable | <input type="checkbox"/> | Accounts Receivable | <input type="checkbox"/> |
| Clerk Typist | <input type="checkbox"/> | Payroll | <input type="checkbox"/> | Receptionist | <input type="checkbox"/> |
| MS Excel | <input type="checkbox"/> | MS Word | <input type="checkbox"/> | Lotus Notes | <input type="checkbox"/> |
| Fore Front | <input type="checkbox"/> | MS PowerPoint | <input type="checkbox"/> | 10-key by Touch | <input type="checkbox"/> |

Please describe other experience and equipment used relevant to the position applying for: _____

| | | |
|-----------|-------|-------------------|
| LAST NAME | FIRST | SOCIAL SECURITY # |
|-----------|-------|-------------------|

Application for Employment



Tri Dal, Ltd.
540 Commerce
Southlake, TX 76092
817-481-2886

Employment History

Please complete the work history information below. You may attach a resume if available. If necessary, use an additional application to complete your employment history. Account for all time since leaving High School, or the last seven years. Include Military Service and all periods of unemployment exceeding 30 days. **Begin with most recent.**

May we contact your present employer? Yes No

Company Name _____ Street _____ City _____ State _____

Phone (____) _____ From ____ to ____ Starting Salary _____ Final Salary _____

___ Full time ___ Part time Title _____ Supervisor's Name _____

Describe Job Responsibilities _____

_____ Reason for Leaving _____

Company Name _____ Street _____ City _____ State _____

Phone (____) _____ From ____ to ____ Starting Salary _____ Final Salary _____

___ Full time ___ Part time Title _____ Supervisor's Name _____

Describe Job Responsibilities _____

_____ Reason for Leaving _____

Company Name _____ Street _____ City _____ State _____

Phone (____) _____ From ____ to ____ Starting Salary _____ Final Salary _____

___ Full time ___ Part time Title _____ Supervisor's Name _____

Describe Job Responsibilities _____

_____ Reason for Leaving _____

| | | |
|-----------|-------|-------------------|
| LAST NAME | FIRST | SOCIAL SECURITY # |
|-----------|-------|-------------------|

Application for Employment

Tri Dal, Ltd.
540 Commerce
Southlake, TX 76092
817-481-2886



General Information

Are you legally authorized to work in the United States? Yes No

Are you below the age of 18? Yes No

Do you know of any reason why you cannot perform the essential functions of the job for which you are applying with or without reasonable accommodations? Yes No

Have you ever been convicted of a felony? Yes No If yes, please describe & give dates _____

(A conviction record will not necessarily eliminate your candidacy for employment)

Have you ever **applied** for work at Tri Dal, Ltd or its subsidiaries? Yes No If yes, when: _____

Have you ever **been employed** by Tri Dal, Ltd. or its subsidiaries? Yes No If yes, when: _____

Person to be Notified in Case of Emergency

Name: _____ Relationship: _____

Address: _____ Phone #: _____

Declarations and Acknowledgments

Please Read Carefully Before Submitting

I understand that any false or incomplete statements on this application or any other form that I complete shall be sufficient cause for rejection for employment or immediate discharge when discovered.

I understand that if I accept a position with Tri Dal, Ltd. or any of its affiliates, my employment will be governed by all applicable policies and procedures governing the operations of Tri Dal, Ltd. and its affiliates at the date of my employment. In addition, I understand that these policies and procedures may change periodically, and the Company will communicate such changes to me as they occur.

I hereby authorize verification of all statements contained in this application regarding my qualifications and character, and release and agree to hold Tri Dal, Ltd. and any of its employees and any previous employers harmless from any liability arising from disclosure of information concerning my past or subsequent employment history. A copy of this authorization has the same legal force as the original for purposes of its request and release from liability.

I understand that after a conditional offer of employment, I may be required to undergo and satisfactorily pass a medical examination. I also understand that Tri Dal, Ltd. has a drug and alcohol free workplace, including a drug and/or alcohol testing program consistent with applicable federal, state and local law. If I am offered a conditional offer of employment, I understand that if pre-employment (post-offer) drug and/or alcohol test is positive, the employment offer may be withdrawn. I agree to work under Tri Dal, Ltd. conditions requiring a drug and alcohol free workplace. I also understand that all employees of Tri Dal, Ltd., pursuant to company policy and/or federal, state and local law, may be subject to urinalysis, breath, blood screening and/or other medically recognized tests designed to detect the presence of alcohol or controlled drugs. If employed, I understand that taking of drug and/or alcohol tests is a condition of continual employment and I agree to undergo such testing consistent with Tri Dal, Ltd. policies and applicable federal, state and local law.

I understand this application is not a contract of employment. I understand that if I receive an offer of employment, it will be a conditional offer of employment, expressly subject to satisfactorily meeting the mental and physical requirements of the job, which may include a post-offer medical exam..

I further understand that my employment would be at will; that is, I would reserve the right to terminate my employment when I choose, and my employer would reserve the same right. I understand and agree that no person employed by the Company, other than its President, has any authority to enter into any agreement for employment for any specified period of time, or to make any arrangements contrary to the foregoing. Such agreements by the President must be in writing and witnessed by another officer of the Company.

Signature

Date

| | | |
|-----------|-------|-------------------|
| LAST NAME | FIRST | SOCIAL SECURITY # |
|-----------|-------|-------------------|

Application for Employment



Tri Dal, Ltd.
540 Commerce
Southlake, TX 76092
817-481-2886

APPLICANT FLOW INFORMATION

Tri Dal, Ltd, is an Equal Opportunity Employer and shall not discriminate with regard to race, color, religion, sex, national origin, age, physical or mental disability or veteran status. You are not required to fill out the attached Application Information Form. The information will not be considered in the hiring process.

The information requested below will be used only for record keeping purposes in compliance with the Tri Dal, Ltd. Affirmative Action Plan. This information will be kept in a separate, confidential file and its use will be limited to that permitted by law.

Name: _____ Date of Application: _____

Date of Birth: _____ Social Security #: _____ Residence Zip Code: _____

Sex: Male Female
Race or National Origin: Caucasian African American American Indian
Hispanic Asian or Pacific Islander *Other

*Please Specify: _____

Age: Under 20 20-29 30-39 40-49 50-59
60-70 Over 70

The following information is optional and will be used only to comply with laws and regulations concerning employment of certain veterans and the disabled.

Are you a veteran: Yes No
Are you a Vietnam Veteran: Yes No
Do you have a physical or mental disability: Yes No

Do you have any special construction or safety related skills or training? No Yes Describe: _____

Can you with or without reasonable accommodation, perform the essential job duties listed in the job description of the job for which you are applying? No Yes Reason: _____

Have you ever been arrested for or convicted of a drug-related crime? No Yes

| | | |
|-----------|-------|-------------------|
| LAST NAME | FIRST | SOCIAL SECURITY # |
|-----------|-------|-------------------|



| | | | |
|--------|----|----------|------------|
| Form # | 19 | Approved | 07-21-2005 |
|--------|----|----------|------------|

Fair Credit Reporting Act Disclosure Statement

TRI DAL, LTD.

FAIR CREDIT REPORTING ACT DISCLOSURE STATEMENT

In accordance with the provisions of Section 604(b)(2)(A) of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter I, of Public Law 104-208), you are being informed that reports verifying your previous employment, previous drug and alcohol test results, and your driving record may be obtained on you for employment purposes. *These reports are required by § 382.413, 391.23, and 391.25 of the Federal Motor Carrier Safety Regulations.*

DISCLOSURE TO EMPLOYMENT APPLICANT
REGARDING PROCUREMENT OF A CONSUMER REPORT

In the event the information from the report is utilized in whole or in part in making an adverse decision with regard to your potential employment, before making an adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the federal Fair Credit Reporting Act.

The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. A summary of these rights is included together with this document.

DESCUBRIMIENTO AI SOLICITANTE del EMPLEO
CON RESPECTO A la PROCURACIÓN DE UN INFORME del CONSUMIDOR

En relación con su aplicación para el empleo, nosotros podemos procurar un informe del consumidor en usted como parte del proceso de considerar su candidatura como un empleado. En el evento se utiliza la información del informe en todo o en parte tomando una decisión adversa con respecto a su empleo potencial, antes de tomar una decisión adversa, nosotros le proporcionaremos por escrito una copia del informe del consumidor y una descripción de sus derechos bajo el Crédito Justo federal que Informa Acto.

El Crédito Justo que Informa Acto le da derechos específicos tratando con consumidor que informa agencias. Usted se dará un resumen de estos derechos junto con este documento.

Applicant's signature

Date

Print name

Social Security Number

Note: Include [FCRA Summary-English](#) with this notice.

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

| TYPE OF BUSINESS: | CONTACT: |
|---|--|
| Consumer reporting agencies, creditors and others not listed below | Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357 |
| National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name) | Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743 |
| Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks) | Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693 |
| Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name) | Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929 |
| Federal credit unions (words "Federal Credit Union" appear in institution's name) | National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600 |
| State-chartered banks that are not members of the Federal Reserve System | Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342 |
| Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission | Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306 |
| Activities subject to the Packers and Stockyards Act, 1921 | Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051 |



Applicant Authorization and Consent for Release

APPLICANT, PLEASE READ CAREFULLY
APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION

We welcome your application with **Tri Dal, Ltd.** (hereafter referred to as "Company"). We're proud that our success is the result of the quality and caliber of our employees. You are applying for a position whose acceptance will place you in a category of recognized professionals. In pursuit of that excellence we require, as a condition of employment, and/or continued employment, that all applicants consent to and authorize a pre-employment verification of the background information submitted on their application or resumé.

I, the undersigned applicant, do hereby certify that the information provided by me for the purpose of employment is true and complete to the best of my knowledge. I understand that if I am employed any false statement will be considered as cause for possible dismissal.

This release and authorization acknowledges that the Company may now, or at any time while I am employed, ⁽¹⁾ administer a personality profile, ⁽²⁾ conduct a verification of my education, previous employment/work history, credit history, business license, ⁽³⁾ contact personal references, ⁽⁴⁾ require that I provide a specimen to be tested for the presence of drugs or alcohol, ⁽⁵⁾ review motor vehicle records or workers' compensation records from the Department of Labor and/or the Workers' Compensation Commission, and ⁽⁶⁾ review any criminal history record information pertaining me which may be in the files of any Federal, State, or Local criminal justice agency in Texas or any other States and/or other information as deemed necessary to fulfill the job requirements. The results of this verification process will be used to determine employment eligibility under this Company's employment policies.

I authorize the Company and their agents/designated personnel, to disclose orally and in writing the results of this verification process. I have read and understand this release and consent and authorize the required background verification. I authorize persons, schools, current and former employers, and other organizations/agencies to provide the Company with all information that may be requested, and I hereby release all of the persons and agencies providing such information from any and all claims and damages connected with their release of any requested information. I agree that any copy of this document is as valid as the original.

I do hereby agree to forever release and discharge the Company and their associates to the full extent permitted by law from any claims, damages, losses liabilities, costs and expenses, or any other charge or complaint filed with any agency arising from the retrieving and reporting of information.

According to applicable state and/or federal law, I am entitled to have and will be given a copy of my consumer report, if applicable, and I am entitled to know if employment was denied based on information in the report. Under Section 1786.16 of the Civil Code, I realize I may request a copy of the report as long as I request it during business hours and provide a reasonable notice. In compliance with the Fair Credit Reporting Act, I am entitled to be informed if an offer of employment is withheld because of information obtained. In that event, the Company will provide me with a copy of the report received and the FTC (Federal Trade Commission) notice, "A Summary of Your Rights Under the Fair Credit Reporting Act".

Special Services Exceptions

In compliance with the Americans with Disabilities acknowledge by my signature that I have been offered a position, contingent upon a satisfactory background investigation, and therefore, drug/alcohol testing, and workers' compensation information obtained from the Department of Labor and/or the Workers' Compensation Commission is hereby authorized.

APPLICANT PLEASE CLEARLY PRINT THE FOLLOWING INFORMATION:

Name: _____ SS#: _____ -- _____ -- _____
 print clearly: (Last) (First) (Middle)

Signature: _____ Date of Birth: _____

Address: _____ D.L.# _____ State: _____

City: _____ State: _____ Zip: _____ Phone#: _____ Date: _____

Witness Signature: _____

Note: Birth date is used only to verify criminal and civil records and will not be used by this organization to make a hiring decision



| | | | |
|--------|-----|-----------|------------|
| Form # | 413 | Effective | 04-13-2006 |
|--------|-----|-----------|------------|

Release of Liability - Equipment Testing

RELEASE OF LIABILITY AGREEMENT

For testing on the following:

Equipment (Check all that apply):

| | | | | | |
|----------------------------|--------------------------|----------------------|--------------------------|--------------------|--------------------------|
| Backhoe | <input type="checkbox"/> | Dozer | <input type="checkbox"/> | Mixer | <input type="checkbox"/> |
| Motorgrader | <input type="checkbox"/> | Ride On Compactor | <input type="checkbox"/> | Rubber Tire Loader | <input type="checkbox"/> |
| Scraper | <input type="checkbox"/> | Skid Steer | <input type="checkbox"/> | Sweeper | <input type="checkbox"/> |
| Track Loader | <input type="checkbox"/> | Trackhoe | <input type="checkbox"/> | Trencher | <input type="checkbox"/> |
| Walk Behind Compactor | <input type="checkbox"/> | Survey Total Station | <input type="checkbox"/> | Survey G.P.S. | <input type="checkbox"/> |
| Survey Robot Total Station | <input type="checkbox"/> | Survey Auto Level | <input type="checkbox"/> | | |

I understand that I must be 18 years of age or older to operate any equipment for which I am being tested as a prerequisite for employment with Tri Dal, Ltd. and its affiliates.

I understand and am aware that operating construction equipment is a HAZARDOUS activity and involves the risk of injury to any and all parts of my body. Despite the risks, I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME and accept any and ALL RISK of injury or death to the user of the equipment for which I am being tested.

To the fullest extent allowed by law, I AGREE TO RELEASE TRI DAL, LTD. and its AFFILIATES, its agents, officers, employees, partners, successors and assigns, the manufacturer, importer and distributor of the equipment FROM ANY AND ALL LIABILITY and responsibility for injuries or damages to the user of the equipment for which I am being tested or any other person. Also, I AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY TRI DAL, LTD. and its AFFILIATES from any and all liability for injuries or damages, whether it arises from any NEGLIGENCE or other cause regarding the performance or use of the equipment for which I am being tested.

This document is a legal binding contract which supersedes any other agreements or representations by or between the parties and is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defense which are prohibited by law. I understand and agree that this agreement will be interpreted pursuant to all laws. If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect. I understand that this is legally binding on me and my heirs.

I understand that this equipment is subject to all laws of the road and that many states and localities have additional laws, which may specifically apply to this equipment.

THIS IS A RELEASE OF LIABILITY. I UNDERSTAND AND AGREE WITH THE TERMS OF THIS ASSUMPTION OF RISK, INDEMNIFICATION AND RELEASE OF LIABILITY..

BY SIGNING THIS DOCUMENT BELOW, I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT.

Signature

Date

Witness

Date