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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) September 28, 2005

UNIVERSAL TRUCKLOAD SERVICES, INC.
(Exact name of registrant as specified in its charter)

MICHIGAN
(State or other jurisdiction
of incorporation)

120510
(Commission
File Number)

38-3640097
(I.R.S. Employer
Identification No.)

11355 Stephens Road, Warren, Michigan
(Address of principal executive offices)

48089
(Zip Code)

(586) 920-0100
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed
since last report)

Check the appropriate box below if the Form 8-K filing is intended to
simultaneously satisfy the filing obligation of the registrant under any of the
following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act
(17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
(17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the
Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the
Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On September 28, 2005, Universal Am-Can, Ltd., or UACL, a subsidiary of the
Registrant, amended the consulting agreement between UACL and Angelo A. Fonzi, a
director of the Registrant, a copy of which is furnished as Exhibit 10.1 to this
Form 8-K.

Under the terms of the amendment, UACL and Mr. Fonzi agreed to extend his
compensation rate of \$10,000 per month for an additional twelve months, from
August 2005 through August 2006. Under the terms of the original consulting
agreement between UACL and Mr. Fonzi dated August 12, 2004, Mr. Fonzi's
compensation rate would have decreased to \$5,000 per month beginning in August
2005.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

EXHIBIT NO.	DESCRIPTION
10.1	Amendment No. 1, dated September 28, 2005, to Consulting Agreement dated August 12, 2004 between Universal Am-Can, Ltd. and Angelo A. Fonzi.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

UNIVERSAL TRUCKLOAD SERVICES, INC.

/s/ Robert E. Sigler

Robert E. Sigler
Vice President, Chief Financial Officer,
Secretary and Treasurer

Date: September 30, 2005

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION
10.1*+	Amendment No. 1, dated September 28, 2005, to Consulting Agreement dated August 12, 2004 between Universal Am-Can, Ltd. and Angelo A. Fonzi.
*-----	
*	Filed herewith.
+	Indicates a management contract, compensatory plan or arrangement

AMENDMENT NO. 1 TO CONSULTING AGREEMENT

This Amendment No. 1 (the "Amendment") to the Consulting Agreement dated August 12, 2004 (the "Agreement") by and between Universal Am-Can, Ltd., a Delaware corporation ("Buyer") and Angelo A. Fonzi ("Consultant"), is made as of the 28th day of September, 2005.

WHEREAS, Consultant is spending more time and effort at consulting for the Buyer than originally envisioned in the Agreement; and

WHEREAS, Buyer and Consultant have agreed to revise the compensation arrangement in the Agreement to extend the \$10,000 compensation rate for an additional year, but otherwise to leave all other terms of the Agreement unchanged;

NOW THEREFORE, in consideration of the covenants herein contained, the parties agree that Section 2B of the Agreement shall be deleted in its entirety and in lieu thereof the following inserted:

"In consideration of such services, Buyer shall pay to Consultant the sum of Ten Thousand Dollars (\$10,000) per month, such payments to commence on the Effective Date of the Purchase Agreement between Consultant and the predecessor to Buyer (the "Purchase Agreement") and to continue for a period of twenty-four (24) months; and thereafter Buyer shall pay to Consultant the sum of Five Thousand Dollars (\$5,000) per month during years three and four of the term hereof, with the payment for any portion of a month to be prorated in accordance with this Section."

All other terms and provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Amendment as of the date first above written.

UNIVERSAL AM-CAN, LTD., a Delaware corporation

By: /s/ Donald B. Cochran

Donald B. Cochran
President

/s/ Angelo A. Fonzi

Angelo A. Fonzi
Consultant