



AGENDA
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

WEDNESDAY, MAY 25, 2022 AT 7:00 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Heber Marquez

CITY CLERK
Andrea Aguilar

MAYOR PRO TEM
Frank Garcia

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
Jessica Torres

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: This meeting will be conducted pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency. For this regular meeting, members of the City Council and City Staff are permitted to attend the meeting by teleconference and such teleconference locations are not accessible to the public and are not subject to special posting requirements. Some members of the City Council and staff may attend the meeting at City Hall in the City Council Chambers located at 4319 E. Slauson Avenue. The City Council Chambers, however, will not be open to the Public. The meeting will be broadcast

using the Zoom platform as well as broadcasted live on the City's Facebook page.

To maximize public health and safety while still maintaining transparency and public access, members of the public can observe and participate in the meeting virtually via Zoom or follow the meeting live via the City's Facebook page. Public participation is highly encouraged using the virtual platform. Below is information on how the public may observe and participate in the meeting.

If you would like to speak on an agenda item, you can access the meeting remotely via zoom :

Join by phone 1-669-900-6833 Enter Meeting ID: 846 7747 1312 Passcode: 934773

OR

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84677471312?pwd=dmxPeEg0OStWYVp1bHZEcDgrU2NuZz09>

Passcode: 934773

To participate in the meeting by providing public comment via teleconference/video conference:

Live real-time verbal public comments may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "raise hand" feature (for those joining by phone, press *9 to "raise hand") during the public participation period for agenda items or during the public participation period for non-agenda items. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number.

Before the meeting: You can also submit your public comments for the record in advance by 4:30 pm the day of the meeting by email to shirley.quinones@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting, please contact the City Clerk's Office, (323) 562-5714 within 48 hours of the meeting.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on an item on the agenda may use the instructions provided in section **III. COVID - 19 MEETING PROCEDURES** on page 1 of this agenda.

VI. PRESENTATIONS

SHERIFF'S UPDATE

VII. PUBLIC HEARING

VIII. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. MINUTES OF MAY 11, 2022 CITY COUNCIL MEETING
2. ADOPTING RESOLUTION 6243 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
3. REVENUE REPORT FROM JULY 2021 - APRIL 2022
4. ADOPTING RESOLUTION NO. 6244 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND REPEALING RESOLUTION NO. 6046
5. RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).
6. HOUSING ELEMENT ANNUAL PROGRESS REPORT
7. INTRODUCTION OF ORDINANCE NO. 22-01 OF THE CITY OF MAYWOOD AMENDING SECTION OF CHAPTER 3 OF TITLE 4 TO DELETE STREET SUPERINTENDENT REFERENCE AND REPLACE WITH THE POSITION OF CITY TRAFFIC ENGINEER AND AMENDING THE MAYWOOD MUNICIPAL CODE
8. CONSIDERATION OF AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) TO PREPARE MAYWOOD ACTIVE TRANSPORTATION PLAN

IX. DISCUSSION/ACTION ITEMS

9. CONSIDERATION OF APPROVING FINANCIAL ASSISTANCE IN THE AMOUNT OF \$27,000 FOR FORTY (40) SPACES IN THE SUMMER DAY CAMP PROGRAM OFFERED BY THE YMCA FOR MAYWOOD RESIDENTS AND IMPLEMENTING PROCEDURES TO OFFER ALL FINANCIAL ASSISTANCE PROGRAMS, FIRST, TO FAMILIES IDENTIFIED BY THE LOCAL SCHOOLS AS THOSE THAT ARE UNDERSERVED BY MEANS OF ACCESS TO CHILDCARE, AND

HEALTH/FITNESS PROGRAMS.

10. CONSIDERATION OF APPROVAL FOR THE ISSUANCE OF FIREWORKS STAND PERMIT
11. CONSIDERATION OF ADOPTING RESOLUTION NO. 6245 OF THE CITY OF MAYWOOD AWARDING THE CONTRACT TO EXPRESS TRANSPORTATION SERVICE, LLC TO PROVIDE FIXED-ROUTE AND PARATRANSIT SERVICES IN A NOT-TO-EXCEED AMOUNT OF \$437,440.00 FOR THE FIRST YEAR AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FIVE YEAR AGREEMENT WITH EXTENSIONS IN A FORM APPROVED BY THE CITY ATTORNEY AND AUTHORIZING THE MAYOR EXECUTE AGREEMENT WITH CONTRACTOR AND ANY SUBSEQUENT DOCUMENTS

X. CLOSED SESSION

THE CITY COUNCIL WILL CONSIDER THE FOLLOWING IN CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION - CITY MANAGER PERMITTED PURSUANT TO §54957(b)(1)) OF THE CALIFORNIA GOVERNMENT CODE.

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section III. COVID - 19 MEETING PROCEDURES on page 1 of this agenda.

XII. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is Wednesday, June 8, 2022 at 7:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, Andrea Aguilar, City Clerk or Shirley Quinones, Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.





AGENDA **1**
ITEM NO. _____

MINUTES
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

WEDNESDAY, MAY 11, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 7:05 p.m.

II. CITY OFFICIALS

MAYOR

Heber Marquez (present)

CITY CLERK

Andrea Aguilar (present)

MAYOR PRO TEM

Frank Garcia (present)

CITY TREASURER

Mary Mariscal (teleconference)

COUNCIL MEMBERS

Eduardo De La Riva (present)

Ricardo Lara (teleconference)

Jessica Torres (teleconference)

CITY MANAGER

Jennifer E. Vasquez (present)

CITY ATTORNEY

Roxanne Diaz (teleconference)

STAFF PRESENT:

Steve Fowler, Director of Building and Planning (present)

Anthony Rainey, Interim Finance Director (teleconference)

Calvin Ko, Assistant Planner (present)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS ARE NOT OPEN TO THE PUBLIC pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency.

OBSERVERS WERE ABLE TO VIEW THE MEETING LIVESTREAMED VIA THE CITY'S FACEBOOK AT:

<https://www.facebook.com/cityofmaywood> OR BY ZOOM AT: Teleconference 1-669-900-6833 Meeting ID: 833 0063 5680 Passcode: 866594

or <https://us02web.zoom.us/j/83300635680?pwd=bW02Ym4rekZwYUZtTUg4MmI5R0tudz09>

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

The following spoke on Agenda items:

1) David Perez

VI. PRESENTATIONS

None

VII. PUBLIC HEARING

None

VIII. CONSENT CALENDAR

1. MINUTES OF APRIL 27, 2022 CITY COUNCIL MEETING

Motion to approve the Minutes of April 27, 2022 City Council Meeting by De La Riva. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

2. A RESOLUTION 6238 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

Motion to adopt Resolution 6238 of the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency Approving the Warrants for Payments by De La Riva. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

3. AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR A CLIMATE ACTION, ADAPTATION, AND RESILIENCE PLAN (CAARP)

Motion to authorize the issuance of a Request for Proposals (RFP) for a Climate Action, Adaptation, and Resilience Plan (CAARP) by De La Riva. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

4. APPROVAL OF RESOLUTION 6239 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, DESIGNATING BANK SIGNATORIES

Motion to adopt Resolution No. 6239 designating the Interim Finance Director as one of the three officers whose signatures will appear on the City checks by De La Riva. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

5. INITIATE FISCAL YEAR 2021/22 PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS, PRELIMINARILY APPROVE THE FISCAL YEAR 2022/23 ENGINEER'S REPORT, DECLARE INTENT TO LEVY ASSESSMENTS IN FISCAL YEAR 2022/23, AND SET A TIME AND PLACE FOR THE PUBLIC HEARING ASSOCIATED WITH THE CITY OF MAYWOOD STREET LIGHTING ASSESSMENT DISTRICT

Motion to adopt 1) Resolution No. 6240 Initiating Fiscal Year 2022/23 proceedings for the Annual Levy of Assessments for the City of Maywood Street Lighting Assessment District for Fiscal Year 2022/23; and 2) Resolution No. 6241 Approving the Preliminary Annual Engineer's Report for the City of Maywood Street Lighting Assessment District for Fiscal Year 2022/23; and 3) Resolution No. 6242 Declaring its Intention to Levy Annual Assessments for the City of Maywood Street Lighting Assessment District for Fiscal Year 2022/23 and Setting the Time and Place of Public Hearing by De La Riva. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

IX. DISCUSSION/ACTION ITEMS

6. CONSIDERATION OF APPROVING FINANCIAL ASSISTANCE FOR AQUATIC PROGRAMMING AND SLEEP AWAY CAMP OFFERED AT THE YMCA FOR CITY RESIDENTS

Motion to Approve Financial Assistance in the amount not-to-exceed \$24,410 to the YMCA for City residents in the following manner; 100 slots for Swimming Lessons, 500 slots for Summer Family Swim, 3 months for Senior, and 40 slots for Sleep Away Camp. Staff is also directed to return with recommendations for the YMCA Summer Day Camp and guidelines for prioritizing income levels by Lara. Second by Mayor Marquez. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

7. DISCUSSION AND DIRECTION REGARDING OPTIONS FOR A CHRISTMAS TREE AND OTHER CHRISTMAS DÉCOR FOR THE CITY.

City Council directed staff to move forward with the purchase of a panel Christmas tree and to return with options for holiday decorations that can be placed on city light poles and decorative poles.

8. CITY COUNCIL APPOINTMENT OF TWO MEMBER TO THE MAYWOOD PLANNING COMMISSION

Motion to appoint Angelina Martinez to Seat No. 3 and Diego Jimenez to Seat No. 4 on the Planning Commission by De La Riva. Second by Mayor Marquez. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

9. CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS RETAIL LICENSE FOR MAYWOOD GREEN SOLUTION, LLC DBA HAVEN

Motion to approve the application for the renewal of a commercial cannabis retail license for Maywood Green Solution, LLC ("Haven"), located 3951 Slauson Avenue for a one-year term expiring on May 12, 2023, and authorize the Director of Building and Planning to notify the applicant in writing by De La Riva. Second by Lara. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

10. TO CONSIDER THE RENEWAL OF A COMMERCIAL CANNABIS RETAIL LICENSE FOR SINSEMILLA INDO GROUP, INCORPORATED DBA BONAFIED

Motion to approve the application for the renewal of a commercial cannabis microbusiness license for Sinsemilla Indo Group, Incorporated dba Bonafied, located 6142 Walker Avenue, for a one-year term expiring on May 12, 2023, and authorize the Director of Building and Planning to notify the applicant in writing by Mayor Marquez. Second by Mayor Pro Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

11. TO CONSIDER THE RENEWAL OF A COMMERCIAL CANNABIS MANUFACTURER LICENSE FOR I.O.N. DISTRIBUTION, LLC

Motion to approve the application for the renewal of a commercial cannabis manufacturer license for I.O.N. Distribution, LLC, located 3728 Fruitland Avenue for a one-year term expiring on May 12, 2023, and authorize the Director of Building and Planning to notify the applicant in writing by De La Riva. Second by Mayor Marquez. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

X. CLOSED SESSION

Conference with Legal Counsel, Existing Litigation, Government Code Section 54956.9(d)(1); *Bell Gardens Avenue, LLC et. al. v. 8000 Bell Gardens, LLC, et. al.*, Los Angeles County Superior Court Case No. 20STCV26362

No Reportable Action.

XI. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

The following spoke on Non-Agenda items:

- 1) Stephanie Nava
- 2) David Perez

XII. ADJOURNMENT

Meeting adjourned at approximately 9:26 p.m. to the next meeting of the Maywood City Council, Wednesday, May 25, 2022 at 7:00 p.m.

Heber Marquez, Mayor

ATTEST:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 2.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, INTERIM DIRECTOR OF FINANCE

SUBJECT: ADOPTING RESOLUTION 6243 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

It is staff's recommendation that the City Council receive, approve and file the warrant registers, wire transfers dated 05/04/2022 through 05/13/2022, and net payrolls dated 04/24/22 through 05/07/2022 and adopt Resolution 6243 approving Warrants for Payment.

BACKGROUND:

Management Controls are the policies, procedures and practices conceived and put in place that assure City Management that ensure:

- the economical, efficient, and effective achievement of the City's objectives.
- adherence to laws, regulations, rules to policies.
- the safeguarding of assets and information.
- the prevention and detection of fraud and error; and
- the quality of accounting records and the timely production of reliable financial and management information.

Internal Controls are a set of rules, procedures and practices developed and employed to facilitate the safeguarding of City's assets be they liquid (cash or investments) or fixed (infrastructure or equipment) or intangible (credit rating or information).

The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, Finance staff reviews all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:

A - PAYMENT APPROVAL - Pursuant to paragraph 37202 of the California Government Code, demands (called *Warrant Demand*) against the City for payment shall be audited and thereafter submitted to the City Council for approval or rejection prior to payment, either separately or in a register of audited demands and shall have attached thereto affirmation of the City Treasurer and City Finance Director certifying the accuracy of the demands and the availability of funds for payment. This is accomplished using:

A1 - Warrants Registers or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget.

A1.1 Prepayments – pre-paying allows the City to take advantage of allowable prompt payment discounts and make payments on due dates of invoices, this involves the issuance of checks prior to final warrant approval. *Automated Clearing House* (ACH) transactions are made using a network that electronically moves money between the City's bank accounts to a payee's bank account. This is reflected in the **Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable prepaid warrants for payment**. Wire Transfer is a method of electronic funds transfer from the City of Maywood to one person or organization (payrolls and fees for electronic transfers).

A1.2 Regular Payment – To avoid late fees for payments made beyond due dates of invoices, checks are prepared prior to final warrant approval by the City Council. This is reflected in the **Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable regular warrants for payment**. After City Council approval, the checks are signed and distributed.

B - DOCUMENTATION – The City uses a Management Control by producing a *summary document* (Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepays and or to-be-paid for Regular Payments. These “disbursements” are accounted for in the FY 2021-22 budget.

B1 – SUMMARY WARRANTS FOR PAYMENT AND WIRE TRANSFERS/ACH TRANSACTIONS provide an accounting of the Accounts Payable Registers, wire transfers (*method of electronic funds transfer from the City of Maywood to one person or organization*), and Automated Clearing House (ACH) transactions.

B1.1 ACCOUNTS PAYABLE

B1.1.1 Accounts \$ 687,699.22

Payable Prepaid

Warrants for

Payment for Checks

Numbered 089603

through 089656

B1.1.3 SUBTOTAL \$ 687,699.22

- Accounts Payable

Prepaid Warrants

B1.2 WIRE TRANSFERS/ACH TRANSACTIONS

B1.2.1 05/04/22 8x8 \$ 406.52

Inc - Monthly Phone

Maintenance

B1.2.2 05/06/22 \$ 32,115.66

CalPERS Health

Premium May 2022

B1.2.3 05/09/22 \$ 6,938.91

CalPERS Employer

Contribution 4/10/22

- 4/23/22

B1.2.4	05/12/2022	\$	22,355.58
California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - April 2022			
B1.2.5	05/12/2022 P	\$	46,775.88
ayroll Pay Period 4/24/22 - 5/7/22			
B1.2.6	05/13/2022		
US Bank - Analysis	\$	1,144.68	
Service Charge			
B1.2.7	05/13/2022		
US Bank - Taxable	\$	222,367.12	
Pension Obligation Bonds Series 2021			
B1.2.8	SUBTOTAL		
-	Wire	\$	332,104.35
Transfers/ACH Transactions			
B2.	TOTAL	\$	1,019,803.57
DEMANDS - B1.1.3 plus B1.2.8			

B2 – DETAIL WARRANTS FOR PAYMENTS provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaids, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above referenced dates.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Total warrants, transfers, and wires issued (net of any voided payments) during the period of May 4, 2022 through May 13, 2022 are \$1,019,803.57.

F.Y. 20-21 Impact:	Current F.Y. Budget:
Fund Impacted:	Budget adjustment requested:
Source of funds:	Updated Account Budget:
Account Number:	For fiscal year:

ATTACHMENT(S)

1. Exhibit A Summary Warrant Demand 5.25.22
2. Exhibit B Warrant Register Detail 5.25.22

RESOLUTION NO. 6243

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD
COMMUNITY REDEVELOPMENT AGENCY APPROVING THE
WARRANTS FOR PAYMENT**

WHEREAS, the following listed demands have been reviewed by the Director of Finance, and

WHEREAS, the Director of Finance has certified to the accuracy and availability of funds for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for \$1,019,803.57 are hereby ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants

PASSED, APPROVED AND ADOPTED THIS 25th day of MAY, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6243 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 25TH day of MAY, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, May 25, 2022

Accounts Payable

Amount

Accounts Payable prepaid warrants for payment:

Accounts Payable regular warrants for payment: Checks No. 089603 - 089656

	\$	687,699.22
Sub-total	\$	<u>687,699.22</u>

Wire Transfers/ACH Transactions

05/04/22	8x8 Inc - Monthly Phone Maintenance	\$	406.52
05/06/22	CalPERS Health Premium May 2022	\$	32,115.66
05/09/22	CalPERS Employer Contribution 4/10/22 - 4/23/22	\$	6,938.91
05/12/22	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - April 2022	\$	22,355.58
05/12/22	Payroll Pay Period 4/24/22 - 5/7/22	\$	46,775.88
05/13/22	US Bank - Analysis Service Charge	\$	1,144.68
05/13/22	US Bank - Taxable Pension Obligation Bonds Series 2021	\$	<u>222,367.12</u>
	Sub-total	\$	332,104.35

Total Demands	\$	<u><u>1,019,803.57</u></u>
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City of Maywood
Detail Warrants for Payment
Warrants No. 089603 to 089656

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089603		5/25/2022	Amazon Capital Services	549.94	Building Maintenance Supplies for Events Office Supplies	General Fund - 01
089604		5/25/2022	Active Universal Capital, LLC	8,824.32	Crossing Guard Serv Maywood Elementary - April 2022 Crossing Guard Services - April 2022	Gas Tax Fund - 04
089605		5/25/2022	Andrea Nohemi Aguilar	600.00	May 2022 City Clerk Stipend June 2022 City Clerk Stipend	General Fund - 01
089606		5/25/2022	Angel Villegas	698.71	Retiree Medical Reimbursement - June 2022	General Fund - 01
089607		5/25/2022	AT&T	25.17	Emergency Elevator Phone Line for April 2022	General Fund - 01
089608		5/25/2022	AT&T	25.16	Elevator Emergency Phone 04/10/22 to 05/09/22	General Fund - 01
089609		5/25/2022	AT & T Long Distance	41.92	Emergency Elevator Phone Long Distance 04/22	General Fund - 01
089610		5/25/2022	Brent Talmo	698.71	Retiree Medical Reimbursement - June 2022	General Fund - 01
089611		5/25/2022	Brinks, Inc.	219.49	April 2022 Additional Cash Handling Service May 2022 Cash Handling Service	General Fund - 01
089612		5/25/2022	Bruce Leflar	1,290.56	Retiree Medical Reimbursement - June 2022	General Fund - 01
089613		5/25/2022	California Consulting, Inc.	3,250.00	Grant Writing Services Monthly Retainer - May 2022	General Fund - 01
089614		5/25/2022	Christine M. Locher	232.94	Retiree Medical Reimbursement - June 2022	General Fund - 01
089615		5/25/2022	Occupational Health Centers of CA	98.50	Pre-Employment Physical - A. Rainey	General Fund - 01
089616		5/25/2022	CoreLogic Solutions, LLC.	150.00	Property Finder Service for April 2022	General Fund - 01
089617		5/25/2022	Crosstown Electrical & Data, Inc.	3,919.81	Atlantic & 57th - Checked Pedestrian Phase Operation City Hall Install receptacles for city parking Slauson & Alamo - Repair NWC Traffic Signal	Street Lighting - 62

**City of Maywood
Detail Warrants for Payment
Warrants No. 089603 to 089656**

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089618		5/25/2022	DIANA CHO & ASSOCIATES	3,995.00	CDBG Consulting Pavement Rehab Proj - April 2022 CDBG Consulting Services - March and April 2022	CDBG -016
089619		5/25/2022	Edward Ahrens	1,290.56	Retiree Medical Reimbursement - June 2022	General Fund - 01
089620		5/25/2022	Elva N. Tapia	771.75	Settlement Check for Claim # GHC0040701	General Fund - 01
089621		5/25/2022	EMPLOYMENT DEVELOPMENT DEPT	2,250.00	Unemployment benefit ending March 31, 2022	General Fund - 01
089622		5/25/2022	George Hill Company	1,231.50	City Claims / Adjuster April 2022	General Fund - 01
089623		5/25/2022	Graffiti Protective Coatings	15,000.00	Citywide Graffiti Removal - March 2022	Gax Tax Fund - 04
089624		5/25/2022	HdL Software, LLC	1,072.29	Quarterly Use Fee-Permit Track Software 06/01/22 to 08/31/22	General Fund - 01
089625		5/25/2022	Infinity Technologies	3,680.00	Monthly IT Fee for April 2022	General Fund - 01
089626		5/25/2022	Intelligent Var Technology dba Intelli- Tech	2,204.20	Firewall Upgrade	General Fund - 01
089627		5/25/2022	Interwest Consulting Group	541.50	Professional Services for Plan Review for April 2022	General Fund - 01
089628		5/25/2022	Gregory Kiley dba Kiley & Associates, LLC	3,900.00	Federal Legislative Advocacy Consultants 04/15/22 to 05/15/22	General Fund - 01
089629		5/25/2022	L.B. Johnson Hardware Co.	157.63	Public Works Supplies	General Fund - 01
089630		5/25/2022	LGP Equipment Rentals	730.21	Rental	General Fund - 01
089631		5/25/2022	Mapcon Technologies, Inc.	83.00	Mapcon Building and Planning Software: May 2022	General Fund - 01
089632		5/25/2022	Mary Mariscal	100.00	May 2022 Treasurer Stipend June 2022 Treasurer Stipend	General Fund - 01
089633		5/25/2022	Maywood Mutual Water No.1	605.24	3530 E. Slauson Ave 02/19/22 to 04/18/22 3630 E. Slauson Ave 02/19/22 to 04/18/22 3728 E. Slauson Ave 02/19/22 to 04/18/22 5921 Atlantic Ave 02/19/22 to 04/18/22 4400 E. Slauson Ave 02/19/22 to 04/18/22 3728 E. Slauson Ave 02/19/22 to 04/18/22 5961 Atlantic Ave 02/19/22 to 04/18/22 6027 Atlantic Ave 02/19/22 to 04/18/22 6135 Atlantic Ave 02/19/22 to 04/18/22	General Fund - 01

**City of Maywood
Detail Warrants for Payment
Warrants No. 089603 to 089656**

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089634		5/25/2022	Maywood Mutual Water Co. No.2	723.84	3626 E. 56th/Pixley Pk 02/24/22 to 04/22/22 4301 E. Slauson 02/22/22 to 04/20/22 4323 E. Slauson 02/22/22 to 04/20/22 5313 Pine Ave 02/24/22 to 04/25/22 5515 Maywood Ave 02/24/22 to 04/22/22 City Hall Serv 02/22/22 to 04/20/22	General Fund - 01
089635		5/25/2022	Tri-City Mutual Water Company	1,619.15	5950 Walker Ave 04/01/22 to 04/30/22	General Fund - 01
089636		5/25/2022	Metro Transit Services	36,453.27	Public Transportation & Dial-A-Ride Services April 2022	Prop A Fund - 09
089637		5/25/2022	Modern Glass & Mirror Works	1,825.00	Building Maintenance Window	General Fund - 01
089638		5/25/2022	MV Cheng & Associates Inc.	9,922.50	Senior Acct & Acct Tech Consult Serv for April 2022	General Fund - 01
089639		5/25/2022	Nationwide Environmental Services	7,410.00	Street Sweeping Services for May 2022	General Fund - 01
089640		5/25/2022	Paul Pine	1,722.43	Retiree Medical Reimbursement - June 2022	General Fund - 01
089641		5/25/2022	QDoxs	118.53	Contract Base Rate Charge for Copier - May 2022	General Fund - 01
089642		5/25/2022	Robert Leach	1,005.00	Retiree Medical Reimbursement - June 2022	General Fund - 01
089643		5/25/2022	Ronald Lindsey	1,096.31	Retiree Medical Reimbursement - June 2022	General Fund - 01
089644		5/25/2022	Richards, Watson & Gershon	77,185.69	General Legal Services - March 2022 Legal Services - Adv. Bell Gardens March 2022 Legal Services - Adv. Jose Mendoza March 2022 Legal Services - Cannabis Business March 2022 Legal Services - NL Industries March 2022	General Fund - 01
089645		5/25/2022	Scott C. Anderson	1,290.56	Retiree Medical Reimbursement - June 2022	General Fund - 01
089646		5/25/2022	SHERIFF'S DEPT COUNTY OF LOS ANGELES	428,646.48	Public Safety Services for April 2022	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089603 to 089656

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089647		5/25/2022	Southern California Edison	23,090.11	Various Locations Acct #700405141156 04/01 to 04/30/22 5916 King Ave & 5913 Mayflower PED 04/08/22 to 05/09/22 Various Locations - 04/01/22 to 04/30/22 Various Locations Acct #700405141156 04/01 to 04/30/22 Various Locations Acct #700405141156 04/01 to 04/30/22 Various Locations Acct #700405141156 04/01 to 04/30/22	General Fund - 01 Gas Tax Fund - 04 Street Lighting - 62
089648		5/25/2022	Sparkletts Drinking Water Corp	184.96	City Hall Office Water April 2022	General Fund - 01
089649		5/25/2022	The Gas Company	66.19	4317 Slauson Ave. 04/11/22 to 05/10/22 4319 Slauson Ave. 04/11/22 to 05/10/22 Library 4323 Slauson Ave. 04/11/22 to 05/10/22	General Fund - 01
089650		5/25/2022	The Home Depot Pro	371.54	Canopies for City Special Events	General Fund - 01
089651		5/25/2022	Time Warner Cable	631.80	Internet and Phone Service - May 2022	General Fund - 01
089652		5/25/2022	Quadient Finance, USA, Inc.	53.85	Acct #7900011002060328 Postage Machine	General Fund - 01

City of Maywood
Detail Warrants for Payment
Warrants No. 089603 to 089656

Check No.	Prepays	Date	Vendor Name	Check Amt	Transaction Description	Fund
089654		5/25/2022	Transtech Engineers, Inc	35,518.00	Aquatic Center Pool Replastering Bid Pkg thru 02/28/22 Basefield Field Improvements thru 02/28/22 Building and Safety Staff Services thru 02/28/22 CIP Riverfront Pk Outdoor Fitness Equip Install thru 02/28/22 CIP Slauson Ave Corridor Imp thru 02/28/22 City Engineering Services thru 02/28/22 Citywide Speed and Traffic Survey thru 02/28/22 Clean California Grant Application thru 02/28/22 Encroachment Permits thru 02/28/22 Local Road Safety Plan thru 02/28/22 Maywood Fee Study thru 02/28/22 PW Encroachment Permit Inspect thru 02/28/22 Street Light Improvements Various Locations thru 02/28/22 Street Lighting Imp Various Locations thru 02/28/22 Pavement Management Prog 2021 Update RFP thru 02/28/22 Traf Flashing Stop Sign Rev near Schools thru 02/28/22 Traf Vernon at 52nd and King Stop Review thru 02/28/22 Trf Heliotrope at 57th Intersection Rev thru 02/28/22 Trf Speeding/Calming Rev on Pala & Randolph thru 02/28/22 CDBG Sidewalk Rehab Proj CMCI thru 02/28/22 CDBG Sidewalk Rehab Proj FY 20-21 thru 02/28/22 Sewer Imp on 52nd St, 52nd Pl and other locations thru 02/28	General Fund - 01 Gas Tax Fund - 04 CDBG - 16 Sewer Enterprise - 35
089655		5/25/2022	Vernon, City of	81.70	ACCT#413 E Slauson & Downey 03/02/22 to 03/30/22 ACCT#414 Slauson & Downey 03/07/22 to 04/05/22	General Fund - 01
089656		5/25/2022	Xerox Financial Services	444.20	Lease Payment 04/15/22 to 05/14/22	General Fund - 01
Report Total				<u>687,699.22</u>		

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, INTERIM DIRECTOR OF FINANCE

SUBJECT: REVENUE REPORT FROM JULY 2021 - APRIL 2022

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report from July 2021 – April 2022.

BACKGROUND:

In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review. The Revenue Report is a tool used by the Council to monitor and oversee the financial health of the City.

DISCUSSION:

The total revenue received from July 2021 – April 2022 totaled \$17,494,400.67, which is 18.36% higher than the same period last fiscal year (2020-2021).

- **GENERAL FUND** - The total General Fund revenues totaled \$9,399,668.75, which was 10.67% lower (see Column E on Attachment) than during the same period last year. This decrease is due in part to the Coronavirus Aid Relief and Economic Security Act, also known as the CARES Act, money that the City received last year, which was one-time revenue from the Federal Government to offset the effect of the coronavirus disease of 2019 (COVID-19) pandemic. Additionally, there was a 39.58% decrease in Cannabis Sales Tax collections compared to the same period last fiscal year.
- **SPECIAL REVENUE FUND** - The total Special Revenue Fund revenues totaled \$8,094,731.92, which is 90.07% higher than the same period last year. The contributing factor for the difference in Special Revenue Fund is due to the payment received from the American Rescue Plan Act of 2021 (ARPA) that is booked into the City's Local Fiscal Recovery Fund. These Funds support cities in mitigating the fiscal effects stemming from the public health emergency caused by COVID-19. The first of two installments were received in the amount of \$3,226,257, and the second and final installment is expected to be received in one year. The Community Development Block Grant (CBDG) has some pending reimbursements.

July 2021 through April 2022 represents 75% of the Fiscal Year and the City's total Revenues are at 90.26% of

the Fiscal Year 2021-2022 projected revenues.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact involved with this item.

ATTACHMENT(S)

1. July 2021 - April 2022 - City of Maywood FY2021-22

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
GENERAL FUND						
Taxes:	TAXES: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.					
Franchise & Collectors Fee	\$310,562.22	\$326,319.68	\$15,757.46	5.07%	\$325,000.00	100.41%
Property Taxes	\$636,131.28	\$646,415.48	\$10,284.20	1.62%	\$778,480.00	83.04%
Utility Users Tax	\$811,695.44	\$847,557.36	\$35,861.92	4.42%	\$900,000.00	94.17%
Transfer Tax (Real Estate)	\$17,706.98	\$21,047.13	\$3,340.15	18.86%	\$20,000.00	105.24%
Transient Occupancy Tax	\$46,057.06	\$57,906.36	\$11,849.30	25.73%	\$60,000.00	96.51%
Cannabis Sales Tax	\$3,065,189.35	\$1,852,137.83	(\$1,213,051.52)	-39.58%	\$3,000,000.00	61.74%
Sales Tax Revenue	\$1,448,906.94	\$1,747,280.99	\$298,374.05	20.59%	\$2,355,904.00	74.17%
Taxes Totals	\$6,336,249.27	\$5,498,664.83	(\$837,584.44)	-13.22%	\$7,439,384.00	73.91%
GENERAL FUND						
Licenses & Permits:	FEES: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. LICENSES and PERMITS are types of fees allowing for the operation within the City.					
Compliance Program Fee	\$45,000.00	\$45,000.00	\$0.00	0.00%	\$45,000.00	100.00%
Residential & Building Permits	\$19,950.17	\$16,614.82	(\$3,335.35)	-16.72%	\$29,500.00	56.32%
Public Works Permit Fees	\$124,858.40	\$131,969.50	\$7,111.10	5.70%	\$50,000.00	263.94%
Other Fees & Permits	\$26,135.89	\$24,614.00	(\$1,521.89)	-5.82%	\$27,100.00	90.83%
Occupancy Permits	\$19,085.00	\$13,053.90	(\$6,031.10)	-31.60%	\$13,000.00	100.41%
Building Permits	\$45,251.25	\$63,619.55	\$18,368.30	40.59%	\$60,000.00	106.03%
Compliance and Review Fees - Cannabis	\$0.00	\$0.00	\$0.00	0.00%	\$105,000.00	0.00%
Commercial Cannabis Renewal	\$14,960.00	\$44,770.00	\$29,810.00	0.00%	\$0.00	0.00%
Parking Permits	\$52,631.09	\$45,058.90	(\$7,572.19)	-14.39%	\$90,000.00	50.07%
Apartment License	\$17,684.47	\$15,551.47	(\$2,133.00)	-12.06%	\$20,000.00	77.76%
Business License	\$185,126.94	\$202,923.58	\$17,796.64	9.61%	\$190,000.00	106.80%
Vehicle License Fee - LA County	\$1,577,560.74	\$1,626,683.69	\$49,122.95	3.11%	\$3,173,048.00	51.27%
Licenses and Permits Totals	\$2,128,243.95	\$2,229,859.41	\$101,615.46	4.77%	\$3,802,648.00	58.64%
GENERAL FUND						
Charges for Services:	CHARGES FOR SERVICES: Charges to cover administrative costs for the provision of services.					
Rubbish Assessment	\$66,923.69	\$4,692.14	(\$62,231.55)	-92.99%	\$15,000.00	31.28%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received
			(C minus B)	(C divided by B minus 1)		(C divided by G)
Plan Check Fees	\$41,531.88	\$56,142.44	\$14,610.56	35.18%	\$45,000.00	124.76%
Rents & Concessions	\$19,845.00	\$19,845.00	\$0.00	0.00%	\$24,000.00	82.69%
Charges for Services Totals	\$128,300.57	\$80,679.58	(\$47,620.99)	-37.12%	\$84,000.00	96.05%
GENERAL FUND FINES AND FORFEITURES: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.						
Fines and Forfeitures:						
Penalties: Apt & Bus License	\$4,257.95	\$1,990.65	(\$2,267.30)	-53.25%	\$2,500.00	79.63%
SEMC: Court Collections (DMV)	\$79,842.13	\$78,176.98	(\$1,665.15)	-2.09%	\$100,000.00	78.18%
Administrative Citations	\$12,100.00	\$3,100.00	(\$9,000.00)	-74.38%	\$15,000.00	20.67%
Parking Fines	\$215,560.94	\$263,126.00	\$47,565.06	22.07%	\$150,000.00	175.42%
Fines and Forfeitures Totals	\$311,761.02	\$346,393.63	\$34,632.61	11.11%	\$267,500.00	129.49%
GENERAL FUND LEASES AND CONCESSIONS: A rent or lease or payment for the use of a the City's property.						
Leases and Concessions:						
Leased Property Rental Income	\$38,698.51	\$43,021.02	\$4,322.51	11.17%	\$39,345.00	109.34%
Leases and Concessions Totals	\$38,698.51	\$43,021.02	\$4,322.51	11.17%	\$39,345.00	109.34%
GENERAL FUND MISCELLANEOUS: A General Fund revenue not covered in another revenue category.						
Miscellaneous:						
Good Corporate Citizen Program	\$20,000.00	\$20,000.00	\$0.00	0.00%	\$40,000.00	50.00%
Interest Income	\$26,791.83	\$14,215.29	(\$12,576.54)	-46.94%	\$16,500.00	86.15%
Miscellaneous Revenue	\$49,477.97	\$33,729.33	(\$15,748.64)	-31.83%	\$17,000.00	198.41%
CARES Act Reimbursement	\$344,534.00	\$0.00	(\$344,534.00)	0.00%	\$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)	\$0.00	\$7,185.00	\$7,185.00	0.00%	\$0.00	0.00%
Miscellaneous Revenue Totals	\$440,803.80	\$75,129.62	(\$365,674.18)	-82.96%	\$73,500.00	102.22%
GENERAL FUND RETIREE PENSION LEVY: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).						
Retiree Pension Levy:						
Retiree Pension Levy	\$1,137,826.37	\$1,125,920.66	(\$11,905.71)	-1.05%	\$1,158,911.00	97.15%
Retiree Pension Levy Totals	\$1,137,826.37	\$1,125,920.66	(\$11,905.71)	-1.05%	\$1,158,911.00	97.15%
General Fund Revenue Totals	\$10,521,883.49	\$9,399,668.75	(\$1,122,214.74)	-10.67%	\$12,865,288.00	73.06%
SPECIAL REVENUE FUND SPECIAL REVENUE FUND: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.						
Gas Tax	\$510,692.52	\$497,207.25	(\$13,485.27)	-2.64%	\$672,770.00	73.90%
Transportation Development Act (TDA)	\$0.00	\$0.00	\$0.00	0.00%	\$20,448.00	0.00%
Bikeway						
Proposition A	\$460,007.59	\$580,686.80	\$120,679.21	26.23%	\$563,507.00	103.05%
Proposition C	\$381,557.69	\$482,876.34	\$101,318.65	26.55%	\$467,414.00	103.31%
Measure R	\$286,665.88	\$361,216.82	\$74,550.94	26.01%	\$350,561.00	103.04%
Measure M	\$324,893.85	\$408,731.35	\$83,837.50	25.80%	\$397,302.00	102.88%
Senate Bill 1 (SB 1)	\$340,530.39	\$367,816.43	\$27,286.04	8.01%	\$536,044.00	68.62%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD \$ Difference <i>(C minus B)</i>	E - Current YTD Prior YTD % Difference <i>(C divided by B minus 1)</i>	G - Adopted Budget FY 2021-22	H - % of FY 2021-2022 YTD Revenue Received <i>(C divided by G)</i>
Community Development Block Grant (CDBG)	\$191,548.00	\$145,873.00	(\$45,675.00)	-23.85%	\$718,020.00	20.32%
Air Quality Management District (AQMD) Grant	\$17,828.40	\$17,465.54	(\$362.86)	-2.04%	\$36,375.00	48.02%
Supplemental Law Enforcement Services Fund (SLESF) Grant	\$156,726.58	\$161,284.85	\$4,558.27	2.91%	\$155,000.00	104.05%
Measure A	\$0.00	\$0.00	\$0.00	0.00%	\$353,000.00	0.00%
Lighting & Landscaping	\$153,548.36	\$151,071.79	(\$2,476.57)	-1.61%	\$189,000.00	79.93%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	\$1,185,570.00	\$1,226,567.00	\$40,997.00	3.46%	\$1,226,567.00	100.00%
Sewer Fund	\$249,257.97	\$245,859.77	(\$3,398.20)	-1.36%	\$299,000.00	82.23%
Grant/Reimb (Fed/State/County)	\$0.00	\$50,000.00	\$50,000.00	0.00%	\$531,000.00	9.42%
Local Fiscal Recovery Fund	\$0.00	\$3,226,257.00	\$3,226,257.00	0.00%	\$0.00	0.00%
Measure W	\$0.00	\$171,817.98	\$171,817.98	0.00%	\$0.00	0.00%
Special Revenue Totals	\$4,258,827.23	\$8,094,731.92	\$3,835,904.69	90.07%	\$6,516,008.00	124.23%
Total Revenues	\$14,780,710.72	\$17,494,400.67	\$2,713,689.95	18.36%	\$19,381,296.00	90.26%

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, INTERIM DIRECTOR OF FINANCE

SUBJECT: ADOPTING RESOLUTION NO. 6244 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND REPEALING RESOLUTION NO. 6046

RECOMMENDATION:

Staff recommends the City Council to adopt Resolution No. 6244 authorizing the investment of monies in the Local Agency Investment Fund and Repealing Resolution No. 6046.

BACKGROUND:

In order to update authorized signers on the Local Agency Investment Fund (LAIF) an updated resolution is required to be passed and adopted by the City Council of the City. The investment of funds by a local government agency, including the types of securities in which an agency may invest, is governed by the California Government Code. A Resolution authorizing the investment of the City's monies in the State Local Agency Investment Fund ("LAIF") is provided for review and adoption. LAIF is an investment alternative for California's local governments under the direction of the State Treasurer.

DISCUSSION:

The City's investment portfolio consists of funds in LAIF. LAIF was created by statute in 1977 as an investment alternative for California's local governments and special districts. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code. This program offers local agencies the opportunity to participate in the State's investment portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayers. The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

In order to invest in LAIF and authorize the City's staff to do so, the City Council is required to consent to the remitting of money to the State Treasurer for deposit in LAIF for the purpose of investment. Proposed Resolution 6244 authorizes the designated staff therein to undertake those transactions.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

No Direct Fiscal Impact from approving this updated Resolution.

ATTACHMENT(S)

RESOLUTION NO. 6244

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY
INVESTMENT FUND AND REPEALING RESOLUTION NO. 6046**

WHEREAS, Government Code Section 16429.1 creates a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council does find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein is in the best interests of the City of Maywood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and incorporated herein as if set forth in full.

Section 2. The City Council does hereby authorize the deposit and withdrawal of City of Maywood monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

Section 3. The following City of Maywood officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

City Manager
Finance Director
Senior Accountant
Accounting Specialist I/II

Section 4. City Council Resolution No. 6046 adopted on June 26, 2019 is hereby repealed.

Section 5. The City Clerk shall certify to the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED THIS 25th day of May, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6244 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 25th day of May, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK

SUBJECT: RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

RECOMMENDATION:

Staff recommends that the City Council adopt a motion finding that the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person, and that State and County of Los Angeles officials continue to recommend residents to get vaccinated and continue the measures to promote social distancing and therefore, the legislative body meetings of the City shall continue in a virtual teleconference format in compliance with Government Code Section 54953(e).

BACKGROUND:

The City Council has met remotely throughout the pandemic to protect the health and safety of the public and staff. Since the April 27, 2022 City Council meeting when this item was discussed, the highly infectious BA.2 subvariant and sub-lineages are driving the increase in COVID-19 case and the factual circumstances exist for the City's legislative bodies to continue to hold meetings pursuant to AB361.

DISCUSSION:

The Omicron variant accounted for 100% of genetically sequenced cases, with BA.2 lineage and sub-lineages accounting for 96% of that total. While BA.2 is among the most infectious mutations of COVID-19 yet, the CDC estimates that the new sub-lineage BA.2.12.1 may be 25% more transmissible than BA.2. In Los Angeles County, 8% of positive sequenced specimens were identified as BA.2.12.1.

With these highly infectious subvariants and sub-lineages in circulation, cases are increasing in LA County. To date, the increases in case numbers have not translated to increases in severe illness. On May 18, 2022, Los Angeles Public Health reported 4,384 new positive cases and 10 deaths. The cases are still increasing from previous months, County Health is stressing the need for continued caution and recommending residents to get vaccinated and boosted. Officials are urging residents to continue to follow all safety protections, especially residents and workers at elevated risk of severe illness.

To that end, the State of California and the County of Los Angeles have continued to recommend measures to promote social distancing. The California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Cal OSHA Emergency Temporary Standards continue to recognize the importance of social distancing and state that the fact that particles

containing the virus can travel more than six feet, especially indoors, training and instruction should be given to employees in that regard as well as inform that physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 and are most effective when used in combination. Based on the additional research conducted since the last City Council meeting, the factual circumstances exist for the City's legislative bodies to continue to hold meetings pursuant to AB 361.

The flexibility of a virtual format will allow the continuation of the City's business so that Council meetings would not have to be cancelled should members have health concerns or are sick and would provide the flexibility for each member of a legislative body to determine for themselves based on their own health matters whether attending a meeting will be a risk to their health and safety or that of the other attendees. By reconsidering the circumstances of the state of emergency created by the COVID-19 pandemic and finding that the state of emergency continues to directly impact the ability of the members to meet safely in person, and that state and local officials continue to recommend measures to promote social distancing, the public meetings of the City can continue to be conducted by teleconference (i.e. Zoom) for the next 30 days pursuant to Section 54953(e)(3).

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no financial impact if the City Council makes the determination under AB 361 as the City has been meeting in a remote format since the onset of the pandemic in March 2020.

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: HOUSING ELEMENT ANNUAL PROGRESS REPORT

RECOMMENDATION:

Staff recommends that the City Council receive and file the Housing Element Annual Progress Report for 2021.

BACKGROUND:

California law requires each city to adopt a comprehensive, long-term General Plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities. The General Plan serves as an outline for future growth and development; the plan to "Build a City." As such, the General Plan contains policies and programs designed to provide decision makers with a solid foundation for land use and development decisions.

DISCUSSION:

In January of 2020, the City Council adopted the 2013-2021 Housing Element, one of the seven mandated elements in the City's General Plan. State law requires the City to submit an Annual Housing Element Progress Report (APR) to show progress on the General Plan Housing Element every year. This report provides an update on the housing unit production and housing program implementation from January 1 through December 31, 2021. The 2021 Annual Housing Element Progress Report is attached for City Council review.

After review by the City Council, the attached report will be submitted to the California Department of Housing and Community Development (HCD) as required by Title 25 of the California Code of Regulations. During calendar year 2021, the City had one (1) Junior Accessory Dwelling Unit (JADU), three (3) Accessory Dwelling Units (ADU), and four (4) dwelling units over garages, for a total of 8 units that go towards the HCD numbers. The owners on file on the building permits were contacted to determine what income category these units are included in the report.

LEGAL REVIEW:

No legal analysis is required for this item.

FISCAL IMPACT:

There is no financial impact for this item.

ATTACHMENT(S)

1. 2021 State Housing Report PDFv1

Jurisdiction	Maywood	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD, 2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?
Summary Row: Start Data Entry Below								0	0	0	0	0	2	2	4	4	0		
	6315-005-027	4861 E. 60TH PL.			ADU	R	5/18/2021						1		1	1		No	No
	6316-002-017	6039 VINEVALE AVE.			2 to 4	R	2/10/2020							2	2	2		No	No
	6314-010-016	4615 E. 59TH PL			ADU	O	2/16/2021						1		1	1		No	No
	6313-022-001	4303 E. 52ND ST.			ADU	R	11/19/2020						1		1	1		No	No
	6313-022-001	4303 E. 52ND ST.			ADU	R	11/19/2020						1		1	1		No	No
	6313-028-017	4325 E. 58TH ST. #A/#B			2 to 4	R	6/29/2021							2	2	2		No	No

Table A2																
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									
1					2	3	4								5	6
Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	
Summary Row: Start Data Entry Below							0	0	0	0	0	2	2		4	
	6315-005-027	4861 E. 60TH PL.			ADU	R						1		5/8/2021	1	
	6316-002-017	6039 VINEVALE AVE.			2 to 4	R							2	2/10/2020	2	
	6314-010-016	4615 E. 59TH PL			ADU	O						1		2/16/2021	1	
	6313-022-001	4303 E. 52ND ST.			ADU	R						1		11/19/2020	1	
	6313-022-01	4303 E. 52ND ST.			ADU	R						1		11/19/2020	1	
	6313-028-017	4325 E. 58TH ST. #A/#B			2 to 4	R							2	6/29/2021	2	

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	0	0	2	2		4
6315-005-027	4861 E. 60TH PL.							1		5/8/2021	1
6316-002-017	6039 VINEVALE AVE.								2	2/10/2020	2
6314-010-016	4615 E. 59TH PL							1		2/16/2021	1
6313-022-001	4303 E. 52ND ST.							1		11/19/2020	1
6313-022-01	4303 E. 52ND ST.							1		11/19/2020	1
6313-028-017	4325 E. 58TH ST. #A/#B								2	6/29/2021	2

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								11	12
			10									
Current APN	Street Address	Project Name ⁺	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date</u> <u>Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	
			0	0	0	0	0	4	4		8	
6315-005-027	4861 E. 60TH PL.							1		12/1/2021	1	
6316-002-017	6039 VINEVALE AVE.								2	4/27/2021	2	
6314-010-016	4615 E. 59TH PL							1		8/18/2021	1	
6313-022-001	4303 E. 52ND ST.							1		6/7/2021	1	
6313-022-01	4303 E. 52ND ST.							1		6/7/2021	1	
6313-028-017	4325 E. 58TH ST. #A/#B								2	8/25/2021	2	

Table A2																
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																
Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0	0						0		0				
6315-005-027	4861 E. 60TH PL.			N	N											NO
6316-002-017	6039 VINEVALE AVE.			N	N											NO
6314-010-016	4615 E. 59TH PL			N	N			Family to use unit.								NO
6313-022-001	4303 E. 52ND ST.			N	N											NO
6313-022-01	4303 E. 52ND ST.			N	N											NO
6313-028-017	4325 E. 58TH ST. #A/#B			N	N											NO

Jurisdiction	Maywood	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	13	-	-	-	-	-	-	-	-	-	1	12
	Non-Deed Restricted		-	-	-	-	-	-	-	-	1		
Low	Deed Restricted	8	-	-	-	-	-	-	-	-	-	4	4
	Non-Deed Restricted		-	-	-	-	-	-	-	-	4		
Moderate	Deed Restricted	9	-	-	-	-	-	-	-	-	-	21	-
	Non-Deed Restricted		-	-	-	-	-	-	16	3	2		
Above Moderate		23	-	-	-	-	-	-	5	3	2	10	13
Total RHNA		53											
Total Units			-	-	-	-	-	-	21	11	4	36	29

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.
Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.
Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Maywood
Reporting Year	2021 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Denisty Bonus Program	Updating the Denisty Bonus Ordinance to be consistent with State law.	Continuous	Zoning amendment completed in September 2019. No affordable housing projects during this reporting period.
Accessory Dwelling Unit Program	Update zoning to permit ADU development in compliance with state law. Permitted four units during the planning period	2021	ADU Ordinance is being revised. The city is currently utilizing the state requirements. This update will be completed by the end of 2022. General Plan will be updated with new housing element update.
Rehabilitation Loan Program	Expect to rehabilitate 5-10 units during the planning period	Ongoing and will continue to be implemented	No new rehabilitation projects. The City is continuing to seek grants or partnerships from other agencies to continue these programs.
Residential - Senior and Affodable Housing Overlay	Facilitate the develoipment of one affordable housing project using R-SA Overlay zoning by first amending the zoning code to allow the R-SA Overlay zone.	2021	Amendment has been completed. General Plan will be updated with new housing element update. Surplus land in R-SA Overlay will not be propped in this cycle.
CM Zone Residential Infill Program	The Zoning will be changed to accommodate the increased densities that are required in the 6th cycle housing element.	2021	Amendment has been completed. General Plan will be updated with new housing element update.
Emergency Shelter Program	The Zoning Ordinance will be changed to accommodate the emergency shelter use within the overlay zone	2021	The City will revise the Zoning Ordinance to establish an Emergency Shelter (ES) Overlay zone on specific properties zoned General Commerical/Manufacturing (CM)

Jurisdiction	Maywood	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Maywood		
Reporting Period	2021	(Jan. 1 - Dec. 31)	

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

For Los Angeles County jurisdictions, please format the APN's as follows:9999-999-999

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
6313-001-901	5110 District Blvd.	Industrial		Surplus Land	0.2664	Existing 7200 sq. ft. building is vacant
6313-001-900	5110 District Blvd.	Vacant		Surplus Land	0.018	Vacant parking lot
6313-001-902	5102 District Blvd.	Industrial		Surplus Land	0.2834	Existing 6844 sq. ft. building vacant
6314-024-900	4801 Slauson Ave.	Commercial		Surplus Land	0.3549	Existing 8888 sq. ft. building is vacant

Jurisdiction	Maywood	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		2
Total Units		4

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	0	0	0
2 to 4	2	2	4
5+	0	0	0
ADU	2	2	4
MH	0	0	0
Total	4	4	8

Housing Applications Summary	
Total Housing Applications Submitted:	3
Number of Proposed Units in All Applications Received:	4
Total Housing Units Approved:	4
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Maywood	
Reporting Year	2021	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Local Early Action Planning (LEAP) Reporting (CCR Title 25 §6202)					
Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.					
Total Award Amount	\$ 150,000.00		Total award amount is auto-populated based on amounts entered in rows 15-26.		
Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Accessory Dwelling Unit Ordinance	\$5,000.00	\$5,000.00	Other (Please Specify in Notes)	None	Did not start work till 2021
Prepare Draft ADU		\$0.00	Other (Please Specify in Notes)	None	Did not start work till 2021
Community Engagement		\$0.00	Other (Please Specify in Notes)	None	Did not start work till 2021
Present Final Draft to City Council		\$0.00	Other (Please Specify in Notes)	None	Did not start work till 2021
SB35 - Streamling HSG Construction Guideliens	\$5,000.00	\$5,000.00	Other (Please Specify in Notes)	None	Did not start work till 2021
Prepare Draft Guidelines		\$0.00	Other (Please Specify in Notes)	None	Did not start work till 2021
Present Final Draft to City Council		\$0.00	Other (Please Specify in Notes)	None	Did not start work till 2021
Hire COG staff position for LEAP Project	\$1,500.00	\$1,500.00	Other (Please Specify in Notes)	None	Did not start work till 2021
Sixth Cycle Housing Element	\$138,500.00	\$138,500.00	Other (Please Specify in Notes)	None	Did not start work till 2021
Community Engagement		\$0.00	Other (Please Specify in Notes)	None	Did not start work till 2021
Present Final Draft to City Council		\$0.00	Other (Please Specify in Notes)	None	Did not start work till 2021

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		2
Total Units		4

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		2
Total Units		4

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	4
Above Moderate		4
Total Units		8

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: INTRODUCTION OF ORDINANCE NO. 22-01 OF THE CITY OF MAYWOOD AMENDING SECTION OF CHAPTER 3 OF TITLE 4 TO DELETE STREET SUPERINTENDENT REFERENCE AND REPLACE WITH THE POSITION OF CITY TRAFFIC ENGINEER AND AMENDING THE MAYWOOD MUNICIPAL CODE

RECOMMENDATION:

Staff recommends that the City Council waive full reading of Ordinance No. 22-01 and introduce Ordinance No. 22-01 by title only: "AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING SECTION 4-3.306 OF CHAPTER 3 OF TITLE 4 OF THE MAYWOOD MUNICIPAL CODE TO DELETE THE STREET SUPERINTENDENT REFERENCE AND REPLACE IT WITH THE POSITION OF CITY TRAFFIC ENGINEER."

BACKGROUND:

The City's Traffic Administration Ordinance, since its adoption in 1970, has not had any significant amendments. During an analysis process of the City's codes, staff has been focused on making revisions by removing outdated terminology, correcting documented titled positions, and enhancing the language in the Maywood municipal code. The modifications presented are regarded as non-controversial and solely based on administrative revisions. The findings required revising Section 4-3.306 of the City's Municipal Code relating to the "Street Superintendent" position and responsibilities.

DISCUSSION:

The proposed ordinance amendment update consists of improving the clarity, updating standards, and removing outdated or inconsistent information of Section 4-3.306 of the City's Municipal Code as it relates to the "Street Superintendent" position, authorization, and related placement responsibilities for traffic control devices or signals. The placement or maintenance of traffic control devices or signals is currently being supported by the City's Traffic Engineer, and no "Street Superintendent" position is available to be designated as the "City Traffic Engineer".

Staff recommends that the term City Traffic Engineer be applied as a replacement for the Street Superintendent and include City Traffic Engineer to be used at the discretion of the City Manager for the maintenance of traffic control devices or signals.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact of adopting this ordinance as these position responsibilities are contracted out.

ATTACHMENT(S)

ORDINANCE NO. 22-01

**AN ORDINANCE OF THE CITY OF MAYWOOD AMENDING
SECTION 4-3.306 OF CHAPTER 3 OF TITLE 4 OF THE MAYWOOD
MUNICIPAL CODE TO DELETE THE STREET SUPERINTENDENT
REFERENCE AND REPLACE IT WITH THE POSITION OF CITY
TRAFFIC ENGINEER**

THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

Section 1. Section 4-3.306 of Chapter 3 (Traffic) of Title 4 (Public Safety) of the Maywood Municipal Code is amended to read as follows:

“4-3.306 - City Traffic Engineer. City Traffic Engineer is hereby established at the discretion of the City Manager. The City Traffic Engineer shall exercise the powers and duties as provided in this chapter and in the traffic laws of the City. The City Traffic Engineer is authorized to place or maintain official traffic control devices as deemed required or necessary.”

Section 2. Effective Date of Ordinance. The Ordinance shall go into effect and be in full force and operation from and after (30) days after its final passage and adoption.

Section 3. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED THIS 25th day of May, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Ordinance No. 22-01 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 25th day of May, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS (RFP) TO PREPARE MAYWOOD ACTIVE TRANSPORTATION PLAN

RECOMMENDATION:

It is recommended that City Council authorize the City Manager to formally advertise a Request for Proposals (RFP) for the preparation of a Maywood Active Transportation Plan.

BACKGROUND:

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and by Assembly Bill 101 (Chapter 354, Statutes of 2013) to fund projects that increase and promote bicycle and pedestrian trips for the following purposes:

- Increase the proportion of trips accomplished by biking and walking,
- Increase safety and mobility for non-motorized users,
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health,
- Ensure that disadvantaged communities fully share in the benefits of the program, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

In September 2020, the City submitted a grant application to the State to be considered for Active Transportation Program, Cycle 5. The project is to develop an Active Transportation Master Plan, which will serve as a guide for the implementation of future active transportation projects and programs.

In March 2021, the State recommended projects for approval, which included the City of Maywood's application.

In February 2022, the City received the approved allocation letter authorizing the City to proceed with the project. The City will receive \$263,000 from the State for the project. There is no local match required.

DISCUSSION:

As part of the project, the City will develop an Active Transportation Master Plan that will serve as a guide for the implementation of future active transportation projects and programs. The project outcomes will include a Safe Routes to School Master Plan, Pedestrian Plan, and Bicycle Master Plan, and the final adoption of a City of Maywood Active Transportation Plan. The City will establish an active transportation community advisory

committee, which will help implement and oversee a robust community outreach and engagement process throughout the planning process. Project activities will include an examination and analysis of existing conditions, bicycle and pedestrian facilities, a map of existing bicycle and pedestrian facilities, map collision data, and analysis of equity data. The outcome will include the delivery of an active transportation plan. Additional outcomes include an implementation strategy to support safe routes to school plan, a pedestrian plan, and bicycle master plan.

The scope of services for the Request for Proposals (RFP) includes preparation of all necessary planning and engineering documents and to provide to the City a complete Active Transportation Plan. The Consultant will develop an Active Transportation Plan (ATP) to provide a clear and comprehensive framework for safe, more convenient transit and non-motorized transportation options throughout the City. The Plan is to identify and create methodology to improve bicycle and pedestrian connectivity and safety by expanding existing bicycle networks; improve pedestrian circulation; reduce vehicle trips; create complete streets; prioritize access to transit; create a first and last mile transit routes plan; prioritize improvements, all towards building a healthy and livable community.

Additionally, the plan is to improve the connectivity of the city's bicycle network to the region's network. Development of the ATP shall be in compliance with the adopted Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG).

The project scope will include the following tasks:

1. Project Coordination and Meetings
2. Outreach and Engagement Plan, includes formation of an Advisory Committee, presentations to Council and Commission Meetings; holding Community Outreach Events and establishing a virtual engagement platform
3. Inventory and Analysis: review of relevant plans and studies; perform active transportation user counts; and evaluate existing conditions report.
4. Issue Needs Assessment Report and document its findings with obtained data and analysis
5. Recommend, Prioritize and Prepare Implementation of an Active Transportation Network and Programs Plan, and incorporate necessary updates to Maywood's General Plan
6. Active Transportation Plan: prepare Draft, Final and Adoption level versions
7. Fiscal Management of grant: Conduct invoicing and prepare quarterly reports, meeting City-identified requirements, content and formatting

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no current fiscal impact for this project. The City will receive \$263,000 from the State for the project. There is no local match required. Staff will return to Council to award professional services agreement and establish project budget and designate the Fund that the grant monies will be booked into.

ATTACHMENT(S)

1. RFP, ACTIVE TRANSPORTATION PLAN, 5-17-22

City of Maywood
Request for Proposals
to Prepare
Maywood Active Transportation Plan

Date of Issuance: May 25, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN
2:00 p.m., June 22, 2022

DELIVER OR MAIL TO:
City of Maywood
City Clerk's Office
Attn: Jennifer Vasquez, City Manager
4319 E. Slauson Avenue
Maywood, CA 90270

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to Prepare Maywood Active Transportation Plan. The City wishes to obtain engineering and planning services under a Professional Services Agreement. The City will award no more than one contract on a not-to-exceed basis.

II. BACKGROUND

The City of Maywood is a General Law City, with a Council/Manager form of government.

The scope of work generally includes engineering/planning to develop an Active Transportation Plan that provides a clear and comprehensive framework for safer, more convenient non-motorized transportation options throughout the City.

The objective of the ATP is to help:

- 1) Increase active transportation network connectivity throughout the City of Maywood
- 2) Facilitate mobility throughout the City
- 3) Provide safer, more comfortable walking and bicycling facilities to access work, schools, and recreation opportunities
- 4) Promote physical activity to improve health
- 5) Reduce emissions of greenhouse gases related to transportation

This professional services contract will be funded by ATP Funds (State funded).

III. GENERAL REQUIREMENTS

- A. Respondents shall have at least five (5) years of consecutive experience in the design of traffic signals, traffic signal operations or equivalent experience similar to the services identified in the Scope of Services.
- B. The proposed term of the contract under this RFP shall be for two years.
- C. Respondent shall comply with the insurance requirements set forth in the form professional services agreement.
- D. The Proposer must have appropriate certificates/professional accreditations for the State of California to provide the services requested.
- E. The Proposer shall provide a description of local, state or regional experience.

IV. SCOPE OF SERVICES

The project scope includes preparation of all necessary planning and engineering documents and to provide to the City a complete Active Transportation Plan. The following description of work defines the general project requirements. Associated tasks and provisions necessary for a complete project, but not specifically defined

herein are to be addressed in the proposal and undertaken within the proposed “Not to Exceed” contract fee.

The scope of services to be provided by the selected consultant for this project includes the following phases:

The Consultant shall develop an Active Transportation Plan (ATP) to provide a clear and comprehensive framework for safe, more convenient transit and non-motorized transportation options throughout the City. The Plan is to identify and create methodology to improve bicycle and pedestrian connectivity and safety by expanding existing bicycle networks; improve pedestrian circulation; reduce vehicle trips; create complete streets; prioritize access to transit; create a first and last mile transit routes plan; prioritize improvements, all towards building a healthy and livable community.

Additionally, the plan is to improve connectivity of the city’s bicycle network to the region’s network. Development of the ATP shall be in compliance with adopted Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG).

The project scope shall include the following tasks:

1. Project Coordination and Meetings
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6. Active Transportation Plan: prepare Draft, Final and Adoption level versions
7. Fiscal Management of grant: Conduct invoicing and prepare quarterly reports, meeting City-identified requirements, content and formatting

Task 1 Project Coordination and Meetings

Task 1. 1 Project Coordination and Meetings

Coordination will include regularly scheduled conference calls or meetings between the City, project stakeholders, Advisory Committee(s) and Consultant to review progress and upcoming tasks. Constant interaction is required and is to ensure coordination between all parties to deliver a Maywood ATP that meets community needs and the expectations outlined in this scope of work. The Consultant shall also provide periodic progress reports to the City as required and shall invite Caltrans staff to project meetings or scheduled calls as appropriate.

Task	Deliverables:
1.1	<i>Project Coordination Meetings</i> ✓ <i>Meeting agendas</i> ✓ <i>Meeting notes</i> ✓ <i>Progress reports</i> <i>Project Coordination</i> <i>Summaries of telephone, email and other contacts</i>

Task 2. Community Outreach

Task 2.1 Outreach and Engagement Plan

The Consultant, with input from the City, shall prepare a detailed Outreach and Engagement Plan (O&E Plan) which shall include community engagement tools and events to be used throughout the development of the Maywood ATP. O&E Plan shall consist of a strategy to fully engage disadvantaged communities, regional partners and stakeholders, schools, neighboring cities, City Commissions and Council. The O&E Plan should address outreach in multiple languages and use electronic and nontraditional means, to reach groups that may not participate in traditional planning workshops.

Task 2.2 Advisory Committee, Council, and Commission Meetings

The Consultant shall facilitate and attend Advisory Committee meetings. These meetings shall coincide with the major outreach events and deliverables, as detailed in the O&E Plan. The consultant shall assist the City of Maywood with the formation of an Ad Hoc Advisory Committee composed of community, businesses, and government stakeholders. The Consultant shall facilitate discussion to develop a list of key stakeholders, problem or challenge areas to study, and strategies for engaging residents, in particular residents of disadvantaged communities.

In addition to the Advisory Committee Meetings, the Consultant shall prepare and deliver presentations to the City Council to apprise them of Plan start up, progress and conclusion. The Consultant shall also prepare and deliver presentations to City of Maywood Planning Commission throughout the project life to inform them of progress and seek feedback as needed.

Task 2.3 Outreach Events

Based on the O&E Plan developed in Task 2.1, the Consultant shall coordinate with the City to host at least five (5) separate outreach events, as directed by the City, to engage the community in a discussion about challenges and opportunities to improve the City's transit and active transportation environment, project and

program recommendations, and draft transit and active transportation networks. Events may include but are not limited to neighborhood meetings, town halls, or tables at existing events such as farmer's markets or community festivals.

Task 2.4 Virtual Engagement

The Consultant shall develop a project website, which shall provide project information and allow stakeholders to submit feedback without attending meetings. The website shall include a simple online survey, to solicit input on desired location and type of transit and active transportation. The online survey shall allow users to identify current barriers and recommendations for suggested improvements. At the conclusion of the survey period, the Consultant shall prepare a memorandum outlining the findings of the virtual engagement platform.

Task	Deliverables:
2.1	<i>Outreach and Engagement Plan</i>
2.2	<i>Advisory Committee, Council, and Commission Meetings</i> ✓ <i>Meeting agendas</i> ✓ <i>Meeting notes</i> ✓ <i>Powerpoint files</i> ✓ <i>Sign-in sheet</i>
2.3	<i>Outreach Events</i> ✓ <i>Event Plan</i> ✓ <i>Sign-in sheet</i> ✓ <i>Event Summary Memo</i>
2.4	<i>Virtual Engagement</i> ✓ <i>Project Website</i> ✓ <i>Survey</i> ✓ <i>Memo on Virtual Engagement</i>

Task 3. Inventory and Analysis

Task 3.1 Review of Relevant Plans and Studies

The Consultant shall collect and review available information for the project area, including the Maywood General Plan, and other relevant studies and policies. Relevant transit and active transportation education and encouragement programs shall be included in this review.

Task 3.2 Active Transportation User Counts

The Consultant shall collect active transportation (bicycle and pedestrian) counts. This data shall be collected at key intersections within the City. This information shall be used to complement existing data collected (3.3 Existing Conditions). The consultant shall assist the City in setting up a systemic data-gathering program to

evaluate progress in the efforts to incorporate transit and active transportation lifestyle changes in Maywood.

Task 3.3 Existing Conditions

The Consultant shall collect conditions data including existing and planned land uses, Census and other population characteristics, existing and planned bicycle and pedestrian facilities, traffic volumes, collisions, employment, property ownership, utilities, aerial imagery, and topography. Critical data within the project areas shall be mapped for outreach events, Advisory Committee meetings, and for inclusion in the final plan. Furthermore, the consultant shall assist the City in setting up a systemic data center to house the collected data and evaluate progress in the efforts to incorporate transit and active transportation lifestyle changes in Maywood.

Task 3.4 Existing Conditions Report

Based on the findings of Tasks 3.1, 3.2, and 3.3, the Consultant shall prepare an Existing Conditions Report. The report shall include Consultant observations on opportunities, constraints, and challenges to be addressed in the Active Transportation Plan.

Task	Deliverables:
3.1	<i>Review of Relevant Plans and Studies</i>
3.2	<i>Active Transportation User Counts</i> ✓ <i>Data Tables</i> ✓ <i>Data System</i>
3.3	<i>Existing Conditions</i> ✓ <i>Data Collected- Digital Files</i> ✓ <i>Data Center Repository</i> ✓ <i>Maps Prepared for Events/Plan</i>
3.4	<i>Existing Conditions Report</i>

Task 4. Needs Assessment

Task 4.1 Needs Assessment

The Consultant shall develop a robust needs analysis based on the findings of the Existing Conditions Report in Task 3.4. The study shall include the following components: high-collision locations, activity generators, Safe Routes to School, gaps in the bicycle and pedestrian networks, access to transit stations and stops and gaps in transit network, traffic volumes, and active transportation user counts.

The analysis shall also consider the current transit network serving Maywood, particularly but not limited to the north-south corridor which has been identified by the City as a corridor in need of mobility improvement. The analysis shall

recommend improvements, such as micro-transit service, to fill gaps identified, and discuss resources needed to provide the recommended improvements.

Task 4.2 Needs Assessment Report

From this analysis in Task 4.1, the Consultant shall prepare a Needs Assessment Report. The Report shall outline the primary considerations in developing a citywide active transportation network for Maywood, including user comfort, safety, and connections to community facilities, employment, and retail destinations, and disadvantaged communities. It shall also discuss the north-south, east-west transit mobility recommendations.

Task	Deliverables:
4.1	<i>Needs Assessment</i>
4.2	<i>Needs Assessment Report</i>

Task 5. Active Transportation Network and Programs

Task 5.1 Recommended Network and Programs

The Consultant shall develop a recommended citywide transit, bicycle and pedestrian network, which shall connect people within the city to regional facilities, including the following components:

- Bicycle and pedestrian improvements
- Spot safety improvements
- Connections to transit

Also, the Consultant shall prepare a list of recommended education and encouragement programs to generate a culture that embraces active transportation throughout Maywood, including families, businesses, and community facilities.

The recommended network and programs shall be compatible with the O&E Plan described in Task 2, and shall address the Needs Assessment findings prepared under Task 4.2.

Task 5.2 Prioritization

The Consultant shall prepare set of prioritization criteria for review and comment by the City of Maywood and the Advisory Committee. After review and comment, the prioritization criteria shall be applied to the recommended active transportation network to result in a prioritized list of network improvements.

Task 5.3 Implementation Plan

Once the recommended active transportation network has been prioritized, the Consultant shall prepare an Implementation Plan, which outlines a strategy the City of Maywood can follow to implement the recommended infrastructure improvements and programs. The Implementation Plan shall include a tiered approach for completing the active transportation network, high-level cost estimates for the proposed infrastructure improvements, funding sources for recommended infrastructure and program components, and details on how to incorporate low-cost enhancements into existing City maintenance and other Public Works projects.

Furthermore, the consultant shall assist Maywood staff to implement recommendations from the plan that require updates to the city's General Plan.

Task	Deliverables:
5.1	<i>Recommended Network Map(s)</i> <i>Recommended Programs List</i>
5.2	<i>Prioritization</i> ✓ <i>Criteria List</i> ✓ <i>Prioritization Table(s)</i>
5.3	<i>Implementation Plan</i> ✓ <i>Cost Estimates</i> ✓ <i>Enhancement to existing Maintenance & Projects</i> ✓ <i>Updates to General Plan</i>

Task 6. Active Transportation Plan

Task 6.1 Administrative Draft Plan

An administrative draft plan shall be prepared and presented for comment and feedback from the City of Maywood. It shall include components developed across Tasks 2 through 5 as noted herein. Separate chapters shall be provided in this and all subsequent drafts that also address:

- Existing Plan and Review
- Demographics of Walking and Biking
- Pedestrian and Bicycle Crash Data
- Regional Pedestrian and Bicycle Network Update, as appropriate
- Available Funding Report
- Health and Active Transportation Snapshot
- Benefits of Active Transportation Report
- An Americans with Disabilities Act (ADA) Transportation Infrastructure chapter. (This is not to create a transition plan but to highlight issues, requirements, and opportunities for local and regional cooperation.)
- A Pedestrian Plan chapter identifying and prioritizing pedestrian needs including multi-use recreational trails.

- A Bicycle Facilities chapter that updates and focuses on new route priorities given the competitive requirements of the Active Transportation Program.
- A Safe Routes to School chapter.
- A chapter defining performance measures and the top ten (or fewer) priority unfunded projects that address the Active Transportation Program.

Task 6.2 Draft Plan

Based on comments received and expanding upon the administrative draft plan, the draft plan shall be prepared and presented for final comment and feedback from the City of Maywood, Caltrans, City Council, Planning Commission, and the community both online and at the final outreach event. The Consultant shall prepare a presentation and make presentations to both the Planning and Transportation Commissions to solicit feedback on the Draft Plan at this juncture.

Task 6.3 Final Plan

Based on comments to the Draft Plan, a Final Plan shall be developed and made publicly available.

Task 6.4 Plan Adoption

The Final Plan shall be presented at the City Council meeting for adoption. The City of Maywood and Consultant shall address any critical issues that arise.

Task	Deliverables:
6.1	<i>Administrative Draft Plan</i>
6.2	<i>Draft Plan</i> ✓ <i>Presentation to Planning Commission</i> ✓ <i>Presentation to Transportation Commissions</i>
6.3	<i>Final Plan</i>
6.4	<i>Plan Adoption</i> ✓ <i>Presentation to City Council</i>

Task 7. Fiscal Management

Task 7.1 Grant Reporting

The City of Maywood, with support from the Consultant, shall submit an award report, quarterly reports, and final report (and any other reporting as necessary) to Caltrans district staff providing a summary of project progress and grant/local match expenditures.

Task	Deliverables:
7.1	<i>Award Report, Quarterly Reports, and Final Report to Caltrans</i>

All work shall be coordinated with the City Engineer and other City Staff determined to be pertinent to the completion of the Active Transportation Plan.

V. SCHEDULE

Deadlines

Release of Requests for Proposals	May 25, 2022
Submittal of Questions	June 12, 2022 by 2:00 pm
Response to Questions	June 15, 2022 by 5:00 pm
Proposal Due Date	June 22, 2022 by 2:00 pm
Proposal Review/Evaluation	June/July 2022
Optional Interview (if required)	June/July 2022
Tentative City Council award	July 2022
Tentative Start date	August 2022

* These dates are anticipated and may change.

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the City website at www.cityofmaywood.org. If addendums are necessary, they will be posted onto the previously mentioned websites as well. All respondents interested in proposing on this RFP are encouraged to sign-up on the "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes or responses to written inquiries and will be distributed to all interested contractors. To get on the list please email okan.demirci@transtech.org.

VII. QUESTIONS

All questions regarding this RFP shall be submitted in writing by email to: Okan Demirci, Project Manager at okan.demirci@transtech.org. The date and time when questions must be submitted are shown in "Section V-Schedule" of this RFP. Questions with their answers will be posted on the City website by the date and time set forth in this RFP.

VIII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide four (4) copies of the proposal (three bound and one unbound), single sided, and electronic copy (pdf) in a thumb drive.

All proposal submittals shall be mailed or delivered and received by the City no later than **June 22, 2022 at 2:00 p.m.** addressed as follows:

City of Maywood
City Clerk's Office
Attention: Jennifer Vasquez, City Manager
4319 Slauson Avenue
Maywood, CA 90270

For delivery purposes, the City Clerk's phone number for the City is (323) 562-5700.

IX. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter

- a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
- b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed

- in "Section IV - Scope of Services" of this RFP ("Point of Contact").
- c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.
- 2. Table of Contents
 - a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.
 - 3. Experience and Qualifications
 - a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
 - b. At a minimum, Respondent should have at least five (5) years of consecutive experience.
 - c. Provide at least five references that received similar services from Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
 - d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
 - e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
 - f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.
 - 4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.

- c. Provide a project a detailed schedule. Use August 1, 2022 as the start date of City's Notice to Proceed with the project. Show project tasks, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process. The final ATP shall be submitted within 12 months of City's Notice to Proceed, excluding City and Caltrans review times.
- d. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

B. COST PROPOSAL

The Cost Proposal shall be submitted in a separate sealed envelope.

The proposed fee shall be based on Caltrans "Actual Cost Plus Fixed Fee" method. A sample cost proposal (Exhibit 10-H1) is attached to this RFP. The total cost will be used as a not-to exceed fee for the project. The cost proposal shall be backed up by a breakdown of man-hours and costs for each task identified in the Scope of Work.

The Cost Proposal must be identical to the detailed Scope of Services included as part of the Consultant's Work Proposal.

Please complete and insert required forms included in Attachment 2 - Required Forms to be Submitted with the Fee Proposal in this Section of your proposal.

Attachment 2.1 - Exhibit 10-H1: Cost Proposal Form

Attachment 2.2 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System

X. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter, however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

XI. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient (i.e. visiting the locations), that Respondent is capable of providing the

equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data provided by the City, its officers, employees or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XII. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XIII. SELECTION PROCESS

The proposals will be evaluated based upon several factors. These factors may include:

Evaluation Criteria	Max Points
Completeness of the Proposals and compliance with the required RFP format.	10

Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures.	25
Effectiveness of Project Schedule showing how the proposer will be able to complete the requested services within required time duration	15
Total Points	100

As part of the evaluation, the City will also contact references listed in the proposal.

One-Step RFP: This Project will use One-Step RFP method per LAPM, as the scope of work is Project-specific and defined.

City Selection Panel will review the proposals received, and rank them based on the above criteria, and establish highest ranked consultant. The City may choose not to conduct oral interviews and negotiate a contract with the highest ranked consultant after the evaluation of written proposals.

At City's discretion, the City may also conduct oral interviews with the top 3 ranked consultants. If oral interviews are conducted, the City will inform the selected proposers and provide the evaluation criteria for oral interviews at that time. After evaluations, the City will select the consultant who has is ranked highest.

After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant. If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

Consultants Financial Management and Accounting System Requirements: It shall be noted that as indicated in LAPM for Federally Funded Projects, a contract shall not be awarded to a consultant without an adequate financial management and accounting system as required by *48 CFR Part 16.301-3*, *2 CFR Part 200*, and *48 CFR Part 31*. The selected consultant shall have adequate financial management systems as required by the applicable federal regulations.

XIV. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XVI. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

Attachment 2. Required Forms to be Submitted with the Fee Proposal

Attachment 2.1 - Exhibit 10-H1: Cost Proposal Form

Attachment 2.2 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System

ATTACHMENT 1

Form Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____, 20__ ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to perform _____.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

10. Consultant's Services.

Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be _____ (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

Ver. 3/2020

Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

11. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through _____, unless sooner terminated as provided in Section 13 of this Agreement or extended.

12. Compensation.

Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than \$_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

Expenses. The City will not reimburse Consultant for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative

shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

13. Method of Payment.

Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

14. Independent Contractor.

A. Consultant is an independent contractor and not an employee of the City. All work or other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City of Maywood business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

B. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel

shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

C. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

D. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

15. PERS Compliance and Indemnification

A. **General Requirements.** The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. **Indemnification.** Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify and hold harmless City, and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from (i) any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 6; or (ii) in the event that Consultant or any employee, agent or subcontractor of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction and/or by PERS to be eligible for enrollment in PERS as an employee of the City. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement.

16. Information and Documents.

Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City

and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

17. Conflicts of Interest. Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

18. Indemnification, Hold Harmless, and Duty to Defend.

Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their

officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c).

Other Indemnities.

i. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

ii. Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

iii. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant’s

subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

a. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

19. Insurance.

Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall provide insurance in the amount required by California law.

Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for

bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) ☐ If this box is checked, Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

SubConsultant Insurance Requirements. Consultant shall require each of its subconsultants that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

20. Mutual Cooperation.

City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

21. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to

examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

22. Termination of Agreement.

Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least ten calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

23. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

24. Default.

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 13, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision

of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

25. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: City Manager
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

If to Consultant:

26. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

27. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

28. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

29. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be

construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

30. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subconsultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subconsultants and agents.

31. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

32. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

33. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

34. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written

understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

35. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

36. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

37. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

38. Business Days. “Business days” means days Maywood City Hall is open for business.

39. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Maywood.

40. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

41. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

42. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

43. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,
a California municipal corporation

Consultant:

NAME OF CONSULTANT

By: _____
Ricardo Lara
Mayor of the City of Maywood

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Flor Aguiluz, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney

EXHIBIT A

SCOPE OF SERVICES

A-1

EXHIBIT B

COMPENSATION

B-1

EXHIBIT C

LABOR CODE REQUIREMENTS

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City

of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

ATTACHMENT 2

Required Forms to be Submitted with the Fee Proposal

Attachment 2.1 - Exhibit 10-H1: Cost Proposal Form

Attachment 2.2 - Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System

ATTACHMENT 2.1

Exhibit 10-H1: Cost Proposal Form

Reset Form

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 0.00

b) Anticipated Salary Increases (see page 2 for calculation)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)]

\$ 0.00

f) Overhead (Rate: 0.00%)

g) Overhead [(c) x (f)]

\$ 0.00

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$ 0.00

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]

\$ 0.00

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j) x fixed fee 0.00%]

\$ 0.00

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) TOTAL OTHER DIRECT COSTS

\$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:		
Subconsultant 2:		
Subconsultant 3:		
Subconsultant 4:		

m) TOTAL SUBCONSULTANTS' COSTS

\$ 0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]

\$ 0.00

TOTAL COST [(c) + (j) + (k) + (n)]

\$ 0.00

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Title *: \$ 0.00

Signature :  Date of Certification (mm/dd/yyyy):

Email: Phone Number:

Address:

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

ATTACHMENT 2.2

Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\)](#); [48 CFR Part 31.201-2\(d\)](#); [23 CFR Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☐ CPA ICR Audit	☐ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____

Title**: _____

Signature: _____

Date of Certification (mm/dd/yyyy): _____

Email**: _____

Phone Number**: _____

****An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.**

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES LIAISON

SUBJECT: CONSIDERATION OF APPROVING FINANCIAL ASSISTANCE IN THE AMOUNT OF \$27,000 FOR FORTY (40) SPACES IN THE SUMMER DAY CAMP PROGRAM OFFERED BY THE YMCA FOR MAYWOOD RESIDENTS AND IMPLEMENTING PROCEDURES TO OFFER ALL FINANCIAL ASSISTANCE PROGRAMS, FIRST, TO FAMILIES IDENTIFIED BY THE LOCAL SCHOOLS AS THOSE THAT ARE UNDERSERVED BY MEANS OF ACCESS TO CHILDCARE, AND HEALTH/FITNESS PROGRAMS.

RECOMMENDATION:

Staff recommends that the City Council approve financial assistance for Maywood residents in the amount of \$27,000 for forty (40) spaces within the Summer Day Camp Program offered by the YMCA and direct staff to work with the local schools on identifying families that are underserved by means of access to childcare, health/fitness programs. These families will be provided priority registration after being identified by school personnel.

BACKGROUND:

On May 11, 2022 the City Council approved financial assistance for Maywood residents to access swim lessons and open swim opportunities, senior water aerobics and access to Sleep Away Camp.

At the May 11th meeting, the City Council directed staff to work with the YMCA to reserve forty (40) spaces within their Summer Day Camp. The City Council also directed staff to return with procedures to prioritize families identified by the local schools as those that are most underserved by means of access to childcare and health/fitness programs.

DISCUSSION:

The YMCA offers a variety of day camp programs, throughout the school breaks, that meet the needs of parents and match the interest of campers. The Summer Day Camp program inspires kids with countless opportunities to laugh, lead and make lasting friendships. The program offers fun STEAM activities to engage the mind, and plenty of physical activities, sports, and games to keep kids active. COVID safety protocols will be enforced throughout the program.

The following is a breakdown of the program:

- PROGRAM BEGIN AND END DATES - The program begins June 13 – August 12, 2022 (closed July 4)

- PROGRAM OPERATING TIMES - 8:00 AM – 4:00 PM
- PARTICIPANTS - Children in grades first (1st) – sixth (6th)
- WEEKLY COST - Cost \$75 weekly per child
- DURATION - Nine (9) week program
- INDIVIDUAL COST - \$675 per child for nine (9) weeks
- TOTAL COST - For 40 children - \$675 x 40 = \$27,000

Residents will be able to register at the YMCA Monday – Friday from 8:00 AM – 12:00 PM and 4:00 – 9:00 PM. The YMCA staff will verify residency by asking participants to present a valid ID with their current Maywood address and a utility bill that matches the address provided on the ID. The YMCA will send a report and invoice to the City for payment.

Registration Procedures

Staff recommends that the City Council direct staff to coordinate directly with the local schools to identify and prioritize the registration of those families that the schools deem to be the most underserved by means of access to childcare and health/fitness programs. After those identified have been contacted regarding the programming the additional spaces will be open to all Maywood residents for registration.

The City has been allocated \$6M from the American Rescue Plan Act (ARPA). These funds can be used for the proposed programming as they will promote public health and recreation.

LEGAL REVIEW:

The City Attorney has not yet reviewed this report

FISCAL IMPACT:

There are sufficient American Rescue Plan Act (ARPA) proceeds available in the Local Fiscal Recovery Fund, to fund the proposed health program.

F.Y. 21-22 Impact: \$27,000	Current F.Y. Budget: \$3,226,257
Fund Impacted: Local Fiscal Recovery Act	Budget adjustment requested: \$0
Source of funds: Special Revenue Fund	Updated Account Budget:
Account Number: 4038 - Coronavirus Fiscal Recovery Fund	For fiscal year: 2021/2022

ATTACHMENT(S)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF APPROVAL FOR THE ISSUANCE OF FIREWORKS STAND PERMIT

RECOMMENDATION:

Staff recommends that the City Council consider approving the issuance of fireworks stand permit to the applicant, TR3 City Wildcats Youth Football and Cheer for a stand located at 4202 Slauson Ave.

BACKGROUND:

Section 4-2.202 of the Maywood Municipal Code requires City Council approval to issue permits for the sale of safe and sane fireworks within the City. Permits that allow for the sale of safe and sane fireworks within the City limits of Maywood are only issued to non-profit associations and corporations. This year's application period was open from April 1, 2022 through April 30, 2022. Applications received after April 30th are not valid.

DISCUSSION:

Permits authorizing the sale of safe and sane fireworks in the City may be issued with the approval of the City Council to non-profit associations or corporations organized primarily for veterans, youth, patriotic, welfare, civic betterment, or charitable purposes. Each organization must have a membership of at least ten (10) members. Each organization must have its principal and permanent meeting place in the City or in a surrounding City.

Per the Municipal Code, applications to sell fireworks are required to be submitted to the City between the first and last day of April of the current year and must contain the identification of the applicant and the location of the fireworks stand, in addition to other requirements. The number of total approved applications is limited to ten (10) per year.

This year, the City received a total of one (1) completed application by the deadline (see Attachment) which met the criteria for a permit. The application received is from the TR3 City Wildcats Youth Football and Cheer.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The City would receive \$194 in license and temporary use fees per application and will be booked into General Ledger (GL) Code 4215 - Fireworks Application Fee/Sales.

ATTACHMENT(S)

1. TR3 City Wildcats Fireworks Application

**CITY OF MAYWOOD
APPLICATION TO SELL SAFE AND SANE FIREWORKS**

Organization Name TR3 CITY WILDCATS YOUTH FOOTBALL AND CHEER

Non-profit association ☒ **Non-profit corporation** ☐

Organization Address 2730 RANDOLPH ST. HUNTINGTON PARK, CA 90255

Permanent Meeting Place 5051 E 60TH PLACE. MAYWOOD, CA

Purpose of Organization: **Veteran** ☐ **Patriotic** ☐ **Welfare** ☐
Civic Betterment ☒ **Charitable** ☐

Organization Officers: DANNY PINEDA, MELISSA MURILLO, ANA PINEDA

Number of members 15

Location of proposed fireworks stand 4402 SLAUSON AVE

NOTE: **Site plan of proposed stand location MUST BE attached**

Owner of Property MAYWOOD VILLAGE CENTER, LLC

Has owner given permission to use the property? **Yes** ☒ **No** ☐

NOTE: **Letter from property owner indicating approval to use property MUST BE attached**

Fireworks supplier TNT FIREWORKS

State Fire Marshal's License Number R-1222 **Date** JUNE 28-JULY 4

To assist the City in a proper evaluation of your application, please answer the following questions:

a. Prior community service activities TR3 CITY WILDCATS ARE A NON-PROFIT YOUTH/ ATHLETIC / MENTOR PROGRAM THAT SERVES THE GREATER MAYWOOD
OVER THE PAST YEARS WE HAVE BEEN PROVIDING CHILDREN FROM OUR COMMUNITY
WITH FREE CAMPS AND GENERAL SUPPORT FOR THE UPCOMING SEASON.

b. Indicate the amount of money (net after expense) your organization made on the sale of fireworks last year. Please provide a detailed summary of how the money has been spent and how you propose to spend the money from this year's sale.

Please provide documentation that net proceeds were spent on community service projects in the City of Maywood \$10,000.00- Equipment , uniforms, and practice gear

(see attached receipts.) This years raise funds will go towards uniforms , equipment, mentoring and coaching , we plan to have around 120 kids for this sesaon.

If your organization did not sell fireworks last year, please indicate the amount of money you intend to make and provide a detailed summary of how the money will be spent N/A

c. Annual Community Service Activity Budget \$45,000.00

d. Names and phone numbers of three persons responsible for the fireworks booth:

DANNY PINEDA

323-594-3813

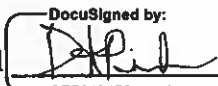
MELISSA MURILLO

323-351-4389

ANA PINEDA

323-594-3196

I hereby declare that to the best of my knowledge the above is an accurate statement concerning our Organization, that I am acting on the authority granted to me by the Organization, and agree to, and comply with, the City Ordinance and the Fire Department Rules and Regulations which govern the sale of SAFE AND SANE FIREWORKS in the City of Maywood.

Signed 
CE76494750744D2

Title President

Address 6500 MALABER ST UNIT Q
HUNTINGTON PARK, CA 90255

Phone Number 323-594-3813

BUSINESS LICENSE

This is to certify that the License specified for the term shown has been paid, as provided by Title 3, Article 2, 3-1.111, and Ordinance (§5-a, Ord. 274, as amended by §6, Ord. 316, Ord. 334, Ord. 06-531, Ord. 09-01, sec 4-3,1406 and adding Chapter 11 to title 4 of the municipal code) of the City of Maywood, California

Business Name: T.N.T. Fireworks
Business Location: 555 N GILBERT ST
FULLERTON, CA 92833-2508
Owner Name(s): John Kelly

T.N.T. FIREWORKS
AMERICAN PROMOTIONAL EVENTS WEST
PO BOX 2437
FULLERTON, CA 92837-0428

Starting January 1, 2021, Assembly Bill 1807 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE • NOT TRANSFERABLE

CITY OF MAYWOOD

4319 East Slauson Avenue
Maywood, CA 90270
Phone: (323) 562-5000

BUSINESS LICENSE NO. 18313

Business Type: Undefined

Issue Date: 1/1/2022 Expiration Date: 12/31/2022

THIS LICENSE IS ISSUED WITHOUT VERIFICATION THAT THE LICENSE IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA.

Special Message - Restricted to license holder only

This serves as your notice to renew your license due December 31, 2022. Penalties apply beginning February 1st.

INSPECTION DATE 6/25

MCGILL'S

TNT FIREWORKS

SALES ASSOCIATE MARIA ORTIZ CITY MAYWOOD
LOCATION# CSR3403 ORGANIZATION TR3 CITY WILDCATS YOUTH FTBALL
SIZE 8 X 24 TYPE NN BACK DOORS 0 A-FRAMES 1
SET-UP 6/23 DOWN DATE 7/9 LIGHTS MCGILLS
ADDRESS 4402 SLAUSON AVE
INTERSECTION NWC OF ATLANTIC AND SLAUSON
THOMAS GUIDE — COUNTY PAGE GRID
SPECIAL INSTRUCTIONS LOOK FOR MARKS. STAND FACES SLAUSON





TO WHOM IT MAY CONCERN:

Permission is hereby granted to T3 CITY WIDCATS YOUTH FOOTBALL and
AND CHEER

AMERICAN PROMOTIONAL EVENTS, INC., DBA TNT FIREWORKS, for the

exclusive right to use the property located at Maywood Village Center, 4402-4487

Slauson Avenue in the City of MAYWOOD, CA for their 2022 fireworks stand. It is

understood that this sale will be conducted in accordance with all City, County and State

regulations, and the property will be left clean and free of debris.

MAYWOOD VILLAGE CENTER, LLC

By: (Sign) Brandon Bral

Print Name: Brandon Bral

Date: 4/25/22

Loc #CSR3403

INSPECTION DATE 6/25

MCGILL'S

TNT FIREWORKS

SALES ASSOCIATE MARIA ORTIZ CITY MAYWOOD
LOCATION# CSR3403 ORGANIZATION TR3 CITY WILDCATS YOUTH FTBALL
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MAYWOOD VILLAGE CENTER, LLC

By: (Sign) Brandon Bral

Print Name: Brandon Bral

Date: 4/25/22

Loc #CSR3403



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): HIATT, SONYA	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St., Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): Maria Ortiz, (714) 738-1002	

STAND INFORMATION

Group Name: TR3 CITY WILDCATS YOUTH FOOTBALL - CSR3403
Physical Address (Street Address, City, CA, Zip): NWC SLAUSON & ATLANTIC, MAYWOOD, CA, 90270
County of Stand Location: LOS ANGELES

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: HIATT, SONYA	Phone Number: 714-738-1002

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Los Angeles County Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1320 N. Eastern Ave, ARTESIA, CA, 90063 Los Angeles,

CAL Fire Validation No.

R-1222

03/24/2022

Signature of Fireworks Program Coordinator

Signature of Licensee

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

Valid June 28, 2022 through July 4, 2022

ACCOUNT NUMBER

215217088 - 00001

TR3 CITY WILDCATS YOUTH FOOTBALL AND
CHEER
4402 SLAUSON AVE
MAYWOOD CA 90270-2932



Office of Control:
Cerritos Office

NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE
PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (CRS:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-ST REV. 7 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (CRS:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division



CERTIFICATE OF LIABILITY INSURANCE

11/1/2022

DATE (MM/DD/YYYY)

10/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 CSR3403		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B : Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER C : Berkshire Hathaway Homestate Ins Co</td> <td>20044</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B : Arch Specialty Insurance Company	21199	INSURER C : Berkshire Hathaway Homestate Ins Co	20044	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** 12206635 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	S18GL00242-211	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	N	UXP0056189-08	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	AMWC243357	11/1/2021	11/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured: Property located at 4401 Slauson Ave., Maywood, CA (CSR3403) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

12206635

TR3 City Wildcats Youth Football & Cheer & the City of Maywood, their officers, agents and employees when acting in their official capacities as such
 4319 E. Slauson Avenue
 Maywood CA 90270

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CUSTOMER CONTRACT TNT FIREWORKS

AMERICAN PROMOTIONAL EVENTS, INC. - WEST

Fullerton 714-738-1002

Date: 7/31/2022

Sales Period: JULY 2024

MKT Program: TNT

Discount: 50%

Account Name: TR3 CITY WILDCATS YOUTH FOOTBALL & CHEER

Account No: 2808892

Fire Waiver: 3%

Chair: DANNY PINEDA

Address: 6500 MALABAR

City: HUNTINGTON PARK

State: CA

Zip: 90255

Cell Phone: 323-594-3813

Work Phone:

Home Phone:

Email: TR3CITYWILDCATS@GMAIL.COM

Alternate Chair: DANNY PINEDA

City: HUNTINGTON PARK

Cell Phone: 323-594-3813

Email: TR3CITYWILDCATS@GMAIL.COM

Location Number: CSR3403

Location Name: MAYWOOD VILLAGE SQUARE

Location Address: NWC SLAUSSON & ATLANTIC

Loc City: MAYWOOD

Loc State: CA

Loc Zip: 90270

Intersection: NWC ATLANTIC & SLAUSSON

Sales Ass: Maria Ortiz

Alt Chair Address: 6500 MALABAR

State: CA

Zip: 90255

Home Phone:

Work Phone:

NOTICE: American Promotional Events, Inc. -West will attempt to provide Account with the stand location listed above. American Promotional Events, Inc. - West will also attempt to maintain the same cost for location rental as listed above. However, agreements with property owners may cause the stand location and/or the location rental cost for Account to change. Account understands that the stand location and/or location rental cost is subject to change.

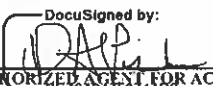
AMERICAN PROMOTIONAL EVENTS, INC. - WEST (HEREAFTER, "AMERICAN") AGREES TO PROVIDE THE FOLLOWING SERVICES:

1. Maintain adequate warehouse of highest quality fireworks that existing facilities and conditions permit, maintain supply point to provide orders and reorders, and have available sales aids and signs.
2. Assist if necessary, in securing licenses, permits, etc., add Account as Additional Insure for General liability insurance as a percentage of invoice. No insurance refunded on return of merchandise.
3. Provide a waiver of the cost of any merchandise in Account's possession lost due to fire. The cost of the fire waiver will be charged as a percentage of invoice. Fire waiver cost is not refundable on returns.
4. Account will inventory and pack carefully all goods that are allowed to be returned for credit, and return them to AMERICAN no later than July 9th.

BY SIGNING THIS CONTRACT THE ACCOUNT AGREES TO THE FOLLOWING:

1. Account will purchase their entire supply of (UN0336) Consumer Fireworks from AMERICAN for the selling season as specified. Account understands that retailing products from other suppliers will void the insurance coverage provided.
2. Account will protect the merchandise from damage (such as water damage) and theft for the time that it is in its possession. This is for Account's protection as it is responsible for merchandise from the time it is delivered until it is returned to AMERICAN and signed for. Account shall report any shortages within 24 hours.
3. Account shall abide by all state and local ordinances, laws and regulations governing the sale of fireworks and the operation of its stand.
4. Account will inventory and pack carefully all goods that are allowed to be returned for credit, and return them to AMERICAN no later than July 9th. ***A Late Return Fee of \$50.00 will be charged for any merchandise returned after July 9th.***
5. Account is responsible for obtaining a Sales Tax Permit where required, AMERICAN with the tax registration number prior to shipment of merchandise.
6. Account shall be solely responsible for the maintenance and appearance of the selling site throughout the sales period and shall remove all litter and possessions prior to the end of the selling season. Failure to comply with this provision could result in Account being charged a removal fee of \$200.00 and possibly the loss of any bond from the local authority.
7. *Account shall be responsible for performing under any performance bond posted by AMERICAN for Account as required by local authority.
8. Account shall pay the full invoice amount covering the initial order to AMERICAN no later than July 5th. A LATE PAYMENT FEE OF 2% OF THE OUTSTANDING BALANCE WILL BE CHARGED IF ACCOUNT HAS NOT PAID THE INITIAL INVOICE BY JULY 5th. The balance owing to AMERICAN is due within 10 days of date of statement. If a balance due from Account is placed in the hands of an attorney for collection, reasonable attorney fees and court costs will be added to the balance due.
9. This contract is contingent upon Account having all past due balances in good standing by August 15th of the year preceding the sales period.
10. Account shall pay AMERICAN all city/county filing fees and full location rental fee if Account fails to perform under this contract, in addition to any other expenses AMERICAN may recover.
11. This contract is the entire agreement between AMERICAN and Account and supersedes any verbal agreements. Any modification of this contract must be in writing and signed by AMERICAN and Account.

THIS CONTRACT WILL ONLY BE VALID WHEN SIGNED BY A REPRESENTATIVE OF AMERICAN AND APPROVED BY THE HOME OFFICE. THIS CONTRACT IS ALSO CONTINGENT UPON APPROVAL OF CUSTOMER'S CREDIT BY AMERICAN'S CREDIT MANAGEMENT DEPARTMENT AND GOOD FINANCIAL STANDING WITH AMERICAN.

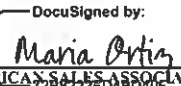
DocuSigned by:

 AUTHORIZED AGENT FOR ACCOUNT
 CE7649473074402...

3/31/2022

Date

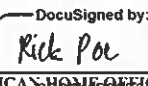
DANNY PINEDA

PRINTED NAME OF AGENT

DocuSigned by:

 AMERICAN SALES ASSOCIATE
 CE72882270488040F

3/31/2022

Date

DocuSigned by:

 AMERICAN HOME OFFICE REP.
 CE001809CE8AED...

3/31/2022

Date

** By signing this contract I acknowledge that I am authorized by the account to sign this Agreement for the fireworks season listed above.

DO YOU WANT TO PARTICIPATE IN THE TNT CREDIT CARD PROGRAM? Yes

May 17, 2022

City of Maywood
4319 E. Slauson Ave.
Maywood, CA 90270

RE: FIREWORKS STAND LETTER OF INTENT- TR3 CITY WILDCATS YOUTH
FOOTBALL AND CHEER

To Whom It May Concern:

Please accept this letter on behalf of both the TR3 CITY WILDCATS YOUTH
FOOTBALL AND CHEER as their letter of intent to operate a fireworks stand in 2022.

Parents and volunteers of the organization will man the fireworks stand and sell
fireworks.

All net proceeds will go directly to the funding of the TR3 CITY WILDCATS YOUTH
FOOTBALL AND CHEER program.

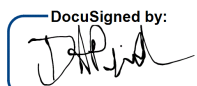
The stand will be located in the parking lot of the 4402 SLAUSON AVE.-MAWYOOD
VILLAGE.

The 7 days of sales will be from June 28th to July 4th.

TNT will deliver and remove the stand onto the site. Electrical fixtures are already
installed.

Should you have any questions, please contact Maria Ortiz at TNT, 714-738-1002 ext
1160.

Sincerely,

DocuSigned by:

CE7649D759744D2...

Danny Pineda
President-TR3 CITY WILDCATS YOUTH FOOTBALL AND CHEER

City Of Maywood
4319 SLAUSON AVE
MAYWOOD, CA 90270
323-562-5700

Cashier: Norma F. Apr 28 2022
Receipt: EFM3 11:47 AM

Order Items

Temporary Use (MBP) \$194.00
- ck20162954 Tr3 Wildcats
Youth and Football and Cheer

Subtotal	\$194.00
Tax	\$0.00
Total	\$194.00

Check
Amount Paid \$194.00

Customer Copy

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: May 25, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6245 OF THE CITY OF MAYWOOD AWARDING THE CONTRACT TO EXPRESS TRANSPORTATION SERVICE, LLC TO PROVIDE FIXED-ROUTE AND PARATRANSIT SERVICES IN A NOT-TO-EXCEED AMOUNT OF \$437,440.00 FOR THE FIRST YEAR AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FIVE YEAR AGREEMENT WITH EXTENSIONS IN A FORM APPROVED BY THE CITY ATTORNEY AND AUTHORIZING THE MAYOR EXECUTE AGREEMENT WITH CONTRACTOR AND ANY SUBSEQUENT DOCUMENTS

RECOMMENDATION:

Staff recommends that the City Council consider the adoption of Resolution No. 6245 awarding a contract to Express Transportation Services, LLC as the most qualified bidder to provide fixed-route and paratransit services in a not-to-exceed amount of \$437,440.00 for the first year and authorizing the City Manager to negotiate a five-year agreement with extensions in a form approved by the City Attorney and authorizing the Mayor to execute the agreement and any related documents.

BACKGROUND:

The City's Dial-A-Ride program provides its senior residents, sixty-two (62) and older, and disabled residents with a curb-to-curb paratransit transportation service. The program was developed to assist Seniors and Disabled residents with a one-way trip service consisting of the pickup and transportation of eligible residents from all locations within the City limits of Maywood and sites within a (2) two-mile radius of the City's boundaries, within the exclusion of non-essential retail uses. The Dial-A-Ride service operates a total of twenty-two (22) bus stop locations outside the City Limits of Maywood.

Maywood Express Shuttle operates in the City as a no-cost local transit program offered to the residents. The transit programs have been operating since November of 2013, and it has been an essential part of the community, transporting residents of Maywood and adjacent communities. The fixed-route shuttle consists of a city-wide single route system currently maintained and operated by Express Transportation Services, LLC. The single fixed-route system makes stops at twenty-one (21) local locations within city boundaries. The Maywood Express shuttle operates six days a week, Monday through Friday, between the hours of 7:00 am and 5:00 pm, and Saturdays from 7:00 am and 5:00 pm, excluding holidays.

The current Maywood Express Shuttle Transit and the Paratransit ("Dial-A-Ride") service contract was set to expire on July 15, 2022. Therefore, requiring the City of Maywood to issue a Request For Proposal (RFP) to secure transportation service to manage and operate the Maywood Express Shuttle Transit and the Paratransit

("Dial-A-Ride") for the City of Maywood for a new five-year contract cycle with two one-year options at the City Council discretion. The new contract will begin on July 16, 2022.

DISCUSSION:

On March 21, 2022, the City of Maywood solicited proposals through the RFP process to all potential contractors interested, and the listing was open for three weeks ending on April 21, 2022, for the following services: (1) Dial-A-Ride (DAR), (2) fixed-route transit services. By the April 21, 2022, deadline, the City Clerk's Office received one (1) bid proposal from the following firms:

Contractor	Cost Proposal
Express Transportation Service, LCC 6900 Bissell Street Huntington Park, CA 90255	\$437,440.00 per year, 4% annual (COLA) increase
Total Bid Amount:	\$437,440.00

The evaluation committee from the City Manager's Office reviewed the proposals. The submitted proposal was fully evaluated on the following criteria:

- Quality of the proposal
- Quality, performance, and effectiveness of the skills and services to be provided by the contractor
- Contractor's experience and performance in specific government engagements
- Contractor's ability to provide future maintenance, repairs, parts, and/or services
- Contractor's financial stability
- Contractor's prior record of performance with the city or adjacent cities
- Contractor's compliance with applicable laws, regulations, policies, and guidelines

Express Transportation Services, LLC (Attachment 2)

Express Transportation Service, LCC demonstrated detailed knowledge of the City's trip generators and ridership demographic to their established transportation services, and availability to fulfill the transit program and budget requirements.

A five-year agreement is desired for the fixed-route transit and paratransit (DAR) operations commencing July 16, 2022, through July 15, 2027. The City's current monthly flat-fee compensation is \$36,453.27, totaling \$429,267.00 for the Fiscal Year 2021-2022. The bid received includes a bid amount of \$437,440.00 with an included 4% annual cost-of-living adjustment (COLA) increase. Additionally, the contract would allow for two (2) and one (1) year extensions at the City Council's discretion. The bid amount does not cause any budgetary constraints that exceed the City's Prop A allocations or cause any disruptions to the current transit services in the City.

The RFP bids included a breakdown of tasks and staff analysis indicated that the firm provided satisfactory compliance with all required criteria. The firm provided a cost estimate for a currently operational transportation program with a detailed description, including vehicles, fuel, vehicle maintenance, drivers, and dispatchers; all costs associated with the program. Additionally, staff closely evaluated the policies and procedures, driver supervision, conduct and training, vehicles and equipment, etc., and assured staff that the firm presented itself as having qualities that would ensure the safe and efficient operation of the Maywood Express Shuttle Transit and Paratransit ("Dial-A-Ride") programs.

Staff recommends authorizing the city manager to negotiate a five-year contract agreement and authorizing the mayor to execute the agreement and any subsequent documents to ensure the City secures and avoids service disruption of the Maywood Express Shuttle Transit and Paratransit ("Dial-A-Ride") programs.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The City receives an estimated \$563,507.00 annually in Proposition A transportation grant in Fund 09 - Proposition A Fund, for the operation of the Fixed Route, Dial-A-Ride, bus stop improvements, maintenance, and transportation projects. The City's annual Proposition A expenditure is estimated at \$429,267.00 for FY 21/22. The contract agreement will not impact the general funds.

F.Y. 20-21 Impact: Encumbrance of \$563,507	Current F.Y. Budget: 2021/2022
Fund Impacted: 09 - Proposition A	Budget adjustment requested: NA
Source of funds: City's Proposition A proceeds	Updated Account Budget: NA
Account Number: To be determined after award of contract.	For fiscal year: To be designated in contract award.

ATTACHMENT(S)

1. RFP BID OPENNING FORM
2. Proposal for Maywood Express Shuttle Transit and Paratransit ("Dial-a-Ride") Operations - Express Transportation Services, LLC

RESOLUTION NO. 6245

A RESOLUTION OF THE CITY OF MAYWOOD AWARDING THE CONTRACT TO EXPRESS TRANSPORTATION SERVICE, LLC TO PROVIDE FIXED-ROUTE AND PARATRANSIT SERVICES AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY

WHEREAS; The City's Dial-A-Ride program provides its senior residents, sixty-two (62) and older, and disabled residents with a curb-to-curb paratransit transportation service. Maywood Express Shuttle operates in the City as a no-cost local transit program offered to the residents. The transit programs have been operating since November of 2013; and

WHEREAS; The current Maywood Express Shuttle Transit and the Paratransit ("Dial-A-Ride") service contract was set to expire on July 15, 2022; and

WHEREAS; The City of Maywood issued a Request For Proposal (RFP) to secure transportation service to manage and operate the Maywood Express Shuttle Transit and the Paratransit ("Dial-A-Ride") for the City of Maywood for a new five-year contract cycle with two one-year options at the City Council discretion; and

WHEREAS; The City Clerk's Office received one (1) bid proposal by April 21, 2022, and the proposal was fully evaluated by the following criteria: quality of the proposal, performance, and effectiveness of the skills and services to be provided by the contractor, contractor's ability to provide future maintenance, repairs, parts, and/or services and contractor's compliance with applicable laws, regulations, policies, and guidelines; and

WHEREAS; The bid received includes a bid amount of \$437,440.00 with an included 4% annual cost-of-living adjustment (COLA) increase for the first year of services; and

WHEREAS; The bid amount does not cause any budgetary constraints that exceed the City's Prop A allocations or cause any disruptions to the current transit services in the City, and the RFP provides bids including a breakdown of tasks and staff analysis indicating that the firm provided satisfactory compliance with all required criteria and; and

WHEREAS; Staff recommends authorizing the city manager to negotiate an agreement and authorizing the mayor to execute the agreement to ensure the City secures and avoids service disruption of the Maywood Express Shuttle Transit and Paratransit ("Dial-A-Ride") programs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of Maywood approves an award of contract in a not-to-exceed amount of \$437,440.00 with an included 4% annual cost-of-living adjustment (COLA) increase for the first year of services to Express Transportation Services, LLC as the most qualified bidder.

Section 2. The City Council hereby authorizes the City Manager to negotiate a five-year contract with Express Transportation Services, LLC, in a form approved by the City Attorney, for contracting transit and paratransit services in the City of Maywood, which includes negotiating cost for services in the subsequent years and any extensions;

Section 3. The City Council hereby authorizes the Mayor to execute the agreement and any subsequent documents for the fixed-route and paratransit operations for FY 2022-2027.

Section 4. This resolution shall take effect immediately upon its adoption.

Section 5. The City Clerk shall certify the adoption of the resolution and shall cause a certified resolution to be

filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED THIS 25TH day of MAY, 2022.

Heber Marquez, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6245 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 25TH day of MAY, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

CITY OF MAYWOOD



MAYWOOD EXPRESS TRANSIT AND DIAL-A-RIDE RFP BID OPENNING

Bid Closed on: APRIL 22, 2022 AT 10:57 AM

Name of Contractor	Received Date & time	Representative's Name/Email	Phone Number	Bid Amount
1 Express Transportation Services, LLC	4/21/2022@ 1:07 p.m.	Victor Caballero victor@etsmts.com	323-317-3687	\$437,440 per year 4% Annual COLA increase
2				
3				
4				
5				
6				
7				
8				
9				
10				

Opened by: _____

DATE: _____

4/22/2022

Verified by: _____

Date: _____

4/22/22



Proposal for

Maywood Express Shuttle Transit and Paratransit ("Dial-a-Ride") Operations

*for the City of Maywood
April 21, 2022*



Express Transportation Services, LLC
6900 Bissell Street, Huntington Park, CA 90255



April 21, 2022

City Clerk's Office
City of Maywood
4319 E. Slauson Avenue
Maywood, CA 90270

Express Transportation Services LLC ("Express") is pleased to present our proposal for the management and operation of the Maywood Express Shuttle Transit and Paratransit (Dial-A-Ride) Operations for the City of Maywood ("City").

Express Transportation Services combines extensive industry expertise in both shuttle and demand-response transit programs with the responsiveness that comes with local management controlling all aspects of the program. Our company is currently the incumbent provider of this service and will again include the same experienced management team that currently is responsible for the exceptional City of Maywood Express Shuttle Transit and Paratransit (Dial-A-Ride) Operations service delivery.

In addition to having the demonstrated capability to deliver a quality transit program that Maywood can be proud of, Express Transportation Services also provides a similar type of transit operation for the neighboring City of Huntington Park. Express Transportation Services has crafted this proposal that we believe will exceed the City's expectations in terms of price and quality of service.

- **Accountability for exceptional customer service:** With well-trained employees, frequently maintained vehicles, and metric-based supervision, we can provide the type of quality control that is difficult to achieve for service operations that rely on independent contractors exclusively.
- **An outstanding record of passenger safety:** We have an excellent safety record in all our transit operations.
- **Very reasonable operating costs:** Our cost structure is lean enabling us to deliver excellent value for the money.

As the incumbent transit service provider, Express Transit Services have successfully partnered with the City of Maywood to deliver outstanding passenger transportation services to their residents. We believe that we possess all the necessary qualifications, and certainly have the passion for the service quality necessary to continue to provide both the Shuttle Express and Paratransit services to the residents of Maywood. We value our existing relationship and will continue to work strategically with the City in its mission to continually improve and grow its transit program.



We acknowledge receipt of the City's request for proposals (RFP) and have structured our proposal considering the specification and criteria contained within the Request for Proposal. This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed.

We have included our contact information below:

Name of Organization: **Express Transportation Services, LLC**
Business Address: **6900 Bissell Street, Huntington Park, CA 90255**
Telephone Number: **323-317-3697 (cell)**
Designated Representative: **Victor Caballero, victor@etsmts.com**

We encourage you to contact our references, as they will confirm these commitments. After reviewing our qualifications, should you desire further information, please contact us. Again, we truly appreciate this opportunity.

Sincerely,

Express Transportation Services, LLC

A handwritten signature in black ink, appearing to read "Victor Caballero", written over a horizontal line.

Victor Caballero
President





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EXPERIENCE AND QUALIFICATIONS

ORGANIZATION

Express Transportation Services is a locally owned transit service provider with current contracted transit management and operating contracts in the cities of Maywood, Huntington Park, and Concord, California.

The company has the financial strength, equipment, labor, and capacity resources available to continue our services under this new agreement with no transition process required.

QUALIFICATIONS

Express Transportation, as the incumbent operator of the Maywood Express Shuttle Transit and Paratransit ("Dial-a-Ride") Operations service program for the past six years, has a team of transportation professionals ready and in-place with a deep understanding of the City's transit program. We have enjoyed a successful partnership with the City of Maywood to provide quality transportation options for all residents, with special services for seniors and the disabled.

The company is financially sound and ideally positioned locally and regionally to support this service operation in the City of Maywood. We are willing and able to support the cash flow requirements of this contract and have an experienced local staff already in place working for the people of Maywood every day.

Express Transportation Services has enclosed a copy of its last two years audited financial statement in Appendix B.

REFERENCES

City of Huntington Park

- **Demand-Response/Dial-a-Ride:** We currently operate the Dial-a-Ride program in Huntington Park with 13 vehicles (including ADA-accessible minivans) operating 24/7 seven days a week.
- **Fixed-Route Transit:** We currently operate the fixed-route bus operation in Huntington Park with seven ADA-accessible shuttles operating Monday through Saturday, 6:00 a.m. to 6:00 p.m., making scheduled stops at predetermined locations throughout the city.



- City of Huntington Park
6550 Miles Ave.
Maywood, CA 90255
Attn: Rick Reyes, City Manager, 323-584-6223

City of Maywood

- **Fixed-Route and Dial-a-Ride:** We currently operate both Fixed-Route and Dial-a-Ride transit operations in Maywood with 2 ADA-accessible buses operating six days a week and 13 cars operating seven days a week, 7:00 a.m. to 5:00 p.m., making scheduled stops at predetermined locations throughout the city.
- City of Maywood
4319 Slauson Ave.
Maywood, CA 90270
Attn: Jennifer Vasquez, City Manager, 323-562-5712

Big Star Transit (Contra Costa County Transit Authority)

- **Paratransit Services:** Express Transportation Services is a paratransit service provider subcontracted to Big Star Transit, operating four demand-response buses daily from 4:00 am to midnight.

Contra Costa County Connection (CCCTA)
2477 Arnold Industrial Way
Concord, CA 94520
Attn: Tye Dayton, Operations Manager (Big Star Transit), 775-313-7964

PERSONNEL QUALIFICATIONS

Our current service operations within the City of Maywood continues to benefit from our management team and corporate support staff's collective transit experience of more than 45 years. Express Transportation Services currently operates both the fixed-route and demand-response transit systems in the local communities of Maywood and Huntington Park.

Highly Experienced Management Team

Express Transportation Services has fielded an experienced and competent Project Manager for this operation. We have unparalleled support systems in place for our Project Manager and the entire



management team (including corporate support staff) with more than 45 years of transit management expertise.

Designated Project Manager

Victor Caballero, President of Express Transportation Services, will provide the executive project management/oversight of the City of Maywood Transit Services operation. He will be a resource to the City for any service improvements, system/service modifications or grant funding assistance that may become necessary.

Victor is well versed in all aspects of fixed-route and Dial-a-Ride service operations, and we are confident in his ability to provide the leadership necessary to ensure our Total Passenger Satisfaction signature service. Victor speaks both English and Spanish fluently to meet the needs of the local community.

Fleet Operations Manager

Bijan Ardalan is our Fleet Operations Manager. This position oversees the safe and efficient operation of the Maywood transit service operations and has oversight responsibility for all operators, road supervisors, and the maintenance team. The Fleet Operations Manager coaches and counsels employees and administers progressive discipline when needed.

The Fleet Operations Manager assists in human resources functions and monitors attendance records. He also holds responsibilities in the complaint investigation process, serving as an additional liaison to passengers, City staff, and community members. He may be asked to represent the city in community meetings, coordinate events with local charities, and/or organize volunteer efforts from the local operation. Bijan speaks both English and Spanish.

Administrative Operations Supervisor

Krystal Lopez serves in the dual role of Operations Supervisor / Administrative Supervisor assisting the Project Manager and Fleet Operations Manager with the day-to-day service operations. Krystal is responsible for supervising drivers and dispatchers assuring that we are operating in the most efficient and effective manner. She speaks both English and Spanish fluently.

This position is also responsible for fare reconciliation and reporting, reviews all logs from the dispatch office, and ensures operator and supervisor shifts are covered. She works closely with dispatch, the safety training manager, and maintenance to confirm vehicle operators are properly supported. This individual works to monitor service and make sure it is delivered on time and meets the expectations of the passengers. She is also responsible for preparing daily, weekly, and monthly reports.



Victor Caballero
8500 Story Ridge Way
Antelope, CA. 95843
Mobile (323) 317-3697
Email: viccaballero@aol.com

EXPERIENCE:

- | | |
|------------------------|---|
| 2017 to Present | PRESIDENT / PRINCIPAL- Express Transportation Services, LLC. Contracted management and operation of the transit services for the City of Huntington Park and the City of Maywood California. |
| 2014 to 2017 | VICE PRESIDENT- Metro Transit Services and GENERAL MANAGER at Yellow Cab of Sacramento, LLC.
Responsible for interacting with local officials in the design and implementation of consistently reliable and cost-effective paratransit and taxi transportation programs throughout Los Angeles County and Southern California municipalities. Additionally, assist with the general operations of Yellow Cab of Sacramento in Northern California while working with the local business community and local elected officials to fulfill the transportation needs of the transit dependent population tourist, seniors and the disabled in the community. |
| 2013 to 2014 | DIRECTOR OF SALES, MARKETING AND GOVERNMENT AFFAIRS, Southland Transit and City Cab, Los Angeles. |
| 2005 to 2013 | PRESIDENT- Express Transportation Services Inc.
Taxicab service operation with emphasis on working with local officials in the design and implementation of consistently reliable and cost-effective transportation programs throughout Los Angeles County and Southern California municipalities. To fulfill the transportation needs of the transit dependent population, seniors and the disabled. |
| 1994 to 2005 | VICE PRESIDENT, SALES & MARKETING (for Taxi & Paratransit Operations), Administrative Services Co-Op Inc. Gardena, CA
Responsible for business development, utilizing taxis and Paratransit vehicles for seven Taxi Co-ops with a total of 1300 vehicles. |
| 1986 to 1994 | DISTRICT MANAGER, Dart Group/Track Auto Parts, Los Angeles, CA.
Regional management of a multi-store auto parts operation. |
| 1985 to 1986 | STORE MANAGER, Firestone Tire & Rubber Co Los Angeles, CA.
Store manager responsible for inventory, staffing and retail sales of tires. |



1984 to 1985 **MEMBERSHIP AND INSURANCE SALES, Automobile Club of Southern California, Los Angeles, CA**

EDUCATION: **Business Administration and Marketing- Chapman University Orange, CA**

CIVIC PARTICIPATION:

1998 to 2012 **St. Francis Medical Center Board Treasurer, Lynwood, CA**
1998 to 2010 **St. Francis Medical Center Foundation Board of Trustees Member, Lynwood, CA**
1998 to 2003 **Human Services Association Board Member, Bell Gardens, CA**
2001 to 2002 **Board Member, Salvadorian American Leadership and Education Fund, Los Angeles, CA**
2006 to 2012 **Member East Los Angeles Chamber of Commerce.**
2006 to 2012 **Board Member, Chamber of Commerce, Pico Rivera, CA**
2006 to 2012 **Board Member, West San Gabriel Boys and Girls Club**
Present **Member, East Los Angeles College Advisory Board.**
2014 to 2017 **Board Member, Sacramento Hotel and Motel Association**

APPOINTMENTS:

2002 to 2004 **Arts and Culture Commissioner, City of Huntington Park**
2005 to 2006 **I-710 Tier 2 State of California Advisory Committee**
2009 to Present **East Los Angeles 3rd St. Redevelopment Planning Advisory Committee**



Bijan Ardalan

Experienced, self-motivated professional
Montebello, CA
bijan@etsmts.com
323-424-6164

Professional Experience

Fleet Operations Manager

Express Transportation Services LLC - Huntington Park, CA
August 2017 to Present

My role at with this employer focuses on the management of public transportation services and staff to a contracted city. Services include a fixed route bus line as well as on-demand 24-hours a day, Dial-a-Ride service.

My responsibilities include:

- Creating a weekly schedule for 36 employees.
- Recruiting, hiring, and training new employees to ensure a consistent quality of service.
- Training newly hired drivers and dispatchers on best practices and safety policies I have created and implemented.
- Count and prepare daily bank deposits consisting of fare money collected from vehicles daily.
- Compiling daily NTD reports for use as per federal regulations.
- Create and submit monthly invoices to the contracted cities.
- Inspecting fleet vehicles to determine needed maintenance and repairs.
- Outsource necessary services critical to our company as needed. This includes vehicle repair, IT services, etc.
- Create plans and events to interact with the community and inform them of the available transit services available to them.
- Coordinate and discuss concerns of route changes with public works and utility companies for city services based on planned road closures
- Provide HR information to employees.
- Compile a weekly report of operations and expenses to the company owners.
- Acting liaison to the city and community leaders.
- File necessary documents with the DMV as needed.
- Provide on-scene support for employees when there is any type of accident or incident.
- Daily reporting of business activities to the owner.
- Weekly financial reporting.

General Manager

Metro Transit Services - Huntington Park, CA
December 2016 to July 2017

My responsibilities include:

- Creating a weekly schedule for 28 employees while mitigating potential overtime.
- Interviewing applicants as well as hiring and training to ensure a consistent quality of service
- Training newly hired drivers and dispatchers on best practices and safety policies I created and implemented.
- Count and prepare daily bank deposits consisting of fare money collected from vehicles.
- Compiling daily NTD reports for use as per federal regulations.
- Create and submit monthly invoices to the contracted cities.
- Inspecting fleet vehicles to determine needed maintenance and repairs.
- Source the most economical businesses that can provide necessary services to our company as needed. This includes vehicle repair, IT services, etc.
- Create plans/events to interact with community and inform them of available transit services.
- Provide HR information to employees.
- Compile a weekly report of operations and expenses to the company owners.
- Acting liaison to the city and community leaders.
- File necessary documents with the DMV as needed.
- Provide on-scene support for employees when there is any type of accident or incident.



Project Manager

Metro Transit Services - Huntington Park, CA
July 2016 to December 2016

My responsibilities included developing best practices and policies for the new Dial-a-ride service being provided to the community under its new contract with the City of Huntington Park. I created a process that became the standard to which service was to be performed by the employees to our customers. In the first weeks of this new service I implemented a needs-based driver schedule.

- Troubleshooting issues and problems with the technologies used to provide reports to our vendors so that they could be efficiently corrected in an effort to not impede the company ability to provide service.
- Manage a supervisory staff of 3 employees as well as 32 driver employees.
- Provide HR information to employees.
- Compile a weekly report of operations and expenses to the company owners.
- Acting liaison to the city and community leaders.
- File necessary documents with the DMV as needed.
- Create and submit monthly invoices to the contracted cities.
- Create excel files to collect daily NTD information.

Outside Sales Manager /Account Manager

Sears Home Services - Santa Fe Springs, CA
November 2013 to July 2016

- Visit daily assigned customers in home for comprehensive home remodeling consultations (2-5hrs per visit).
- Experience in NKBA recommendations.
- State approved certification in Window retrofit, roofing, and A/c installation sales.
- Maintained a close rate in top 20% of office.
- Enroll purchasing customers in appropriate finance plans.
- Communicate appointment results daily with managers and corp. office.
- Train new hires in field with customers and create detailed performance reports for management.
- Keep team on target for weekly quota by daily contact and training.
- Create daily morning motivational for team members.
- Maintain proficient up to date training on government assistance and finance plans for homeowners.
- Maintain up to date knowledge and certification in current building codes.
- Keep customers informed and satisfied throughout project with efficient and constant updates.
- Maintain strict, short deadlines for project and oversee quality control throughout.



KRYSTAL J LOPEZ

Email: krystal@etsmts.com

Telephone: 626-379-8479

SUMMARY:

Bilingual Spanish/English Dispatcher with 5+ years' experience with a strong work ethic and proven ability to work in teams. Detail-oriented with exceptional communication skills and customer service Focus.

SKILLS:

Creative Problem Solving, Quick Learner, File Records Maintenance, Training and Development, Results Oriented.

EXPERIENCE:

METRO TRANSIT/EXPRESS TRANSPORTATION SERVICES- ADMINISTRATIVE OPERATIONS SUPERVISOR

August 2016 – Present

Lead daily operations of everyday happenings. Managed daily driver needs and outcomes. Put together daily reports for city funding. Lead DOT monthly random drug test program. Write driver weekly schedule. Create new tools for consistency purposes. Work side by side with city hall and special request. Provide excellent customer service opportunities to both staff and clients.

LA's BEST/LAUSD-Program Coach

2006 – 2016

Supervised and Assists in coordinating enrichment and or recreation at out of school Program sites. Evaluates the effectiveness of out-of-school program personnel and organized program activities by on-site observations. Schedules and supervises games, tournaments, meets and other special activities. Interprets policies and procedures for subordinates. Participates in developing community interest in enrichment and or recreation activities. Assist in planning and conducting in-service training sessions and in selecting out-of-school program personnel.

EDUCATION:

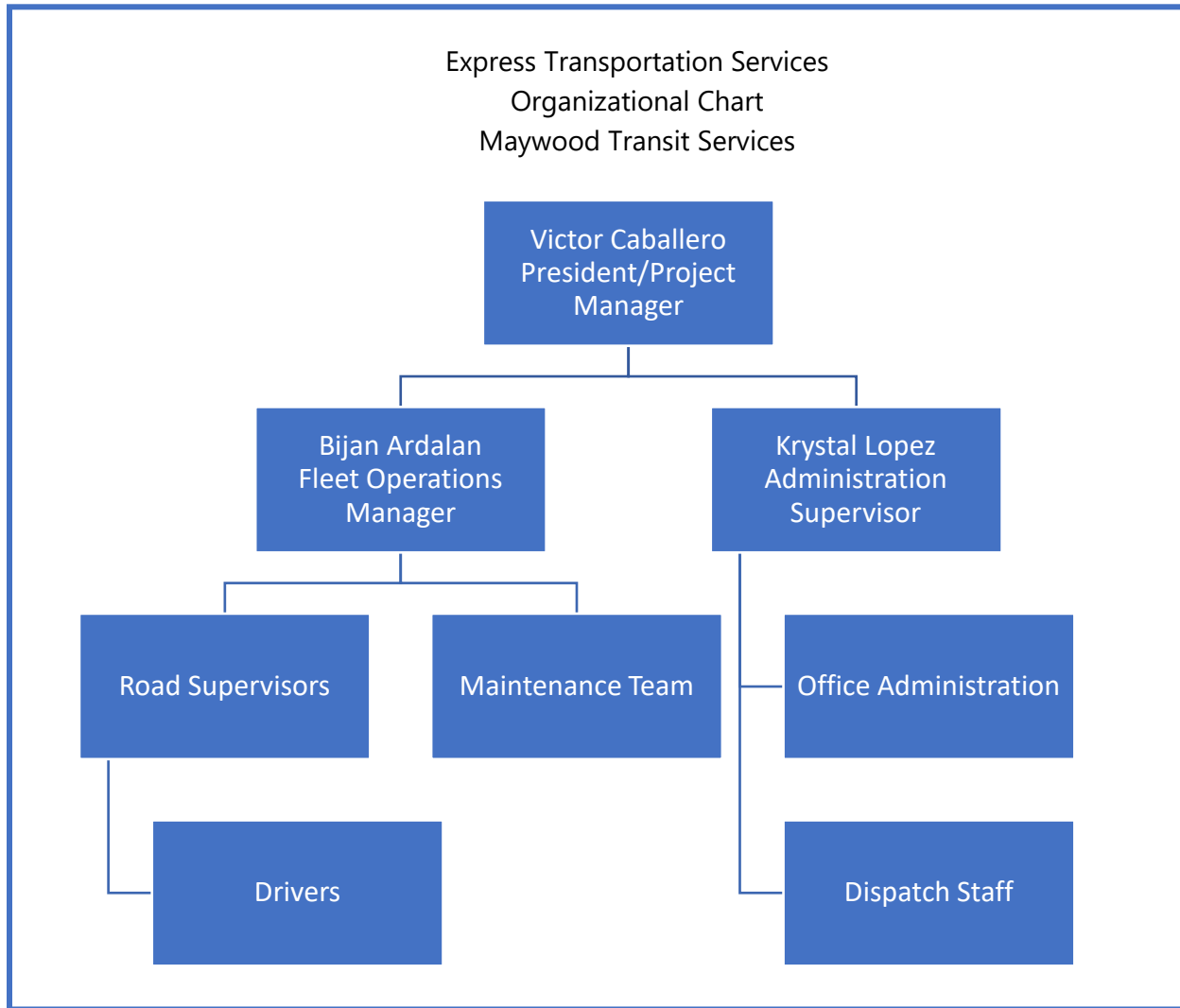
University of Phoenix Online Campus-2016-Present
36 units completed in General courses, Human Services

REFERENCES:

Maria Cuevas- LA's BEST LAUSD REGIONAL DIRECTOR 626-227-3802
Claudia Hernandez- EXPRESS TRANSPORTATION SERVICES 323-200-4504
Adrianna Flores-LA's BEST LAUSD TRAVELING PROGRAM SUPERVISOR 323-537-9782



ORGANIZATIONAL CHART



REQUIRED LICENSES

Express Transportation Services has all the necessary operating licenses/permits in-place as the incumbent service provider.



APPROACH TO SCOPE OF SERVICES

SCOPE OF SERVICES

Express Transportation Services has carefully reviewed the City of Maywood's RFP for the Maywood Express Shuttle Transit and Paratransit ("Dial-a-Ride") Operations. We are excited at the opportunity to continue as the City's strategic transit services partner with our signature brand of high-quality customer service to the community.

Regarding the service scope, our understanding of the service is as follows:

We understand that Express Transportation shall continue to provide all management and operational functions necessary for the Maywood Express Shuttle Transit and Paratransit ("Dial-a-Ride") service, inclusive of all vehicles, dispatchers, drivers, insurance, fuel, and vehicle maintenance

Service Hours

The Express Shuttle service shall operate six days a week, fifty-two weeks per year, between the following hours:

- Monday through Friday, 7:00 am to 5:00 pm
- Saturday, 7:00 am to 3:00 pm

The Express Shuttle service will not operate on the New Year's Day, Labor Day, Thanksgiving Day, and Christmas Day holidays.

The Dial-a-Ride service shall operate seven days a week, fifty-two weeks per year, including all holidays, between the following hours:

- Monday through Friday, 7:00 am to 5:00 pm
- Saturday, 10:00 am to 5:00 pm
- Sunday, 6:00 am to 3:00 pm

Eligible Users

The Express Shuttle service shall be available to all Maywood residents, regardless of age, and for visitors from adjacent cities.

Eligible Users for the Dial-a-Ride service are defined as residents who are: (a) At least sixty-two (62) years of age; or (b) disabled; or (c) already enrolled in the Maywood Transportation Services Program as of June 2016. Aides may accompany eligible users at no cost. Each eligible user utilizing the service shall have a uniquely numbered identification card bearing his/her name. When a resident needs a Dial-a-Ride, he/she must telephone for a ride and report their identification number to the dispatcher. When the traveler begins the ride, the resident must then show the driver their identification card to confirm their eligibility.

Express Transportation Service in collaboration with the City of Maywood has an existing swipe card program currently in-place that has served the community well for the last six years.

The rider's portion of the fare or cost to the rider is \$1.00, which is paid to the driver, in addition to the swipe card.

Requesting Service

A dedicated telephone number for the exclusive use of the Shuttle and Dial-a-Ride services is maintained by Express Transportation Services and is answered by a bilingual operator with the words "Maywood Dial-A-Ride".

Express vehicles will arrive within the thirty-minute "response window" that starts ten minutes after the client calls dispatch requesting a ride, with most vehicles arriving sooner.

Pick-Up and Drop-Off Standards

Express vehicles currently offer both curb service and door-to-door service for all riders and vehicles will arrive within the response window. In instances where riders cannot walk out to the curb but can walk as far as a driveway that is accessible to a vehicle, the driver will pull into the driveway to pick them up. In door-to-door instances, drivers help handicapped riders negotiate their exit from their dwelling by taking such actions as holding open a door, stepping a short way inside the dwelling to help with a wheelchair, or carrying a small package or handbag. Our drivers make sure to carry groceries and other small packages to the front door if necessary and requested by rider.





System Reservations:

Riders may reserve a trip for up to one week in advance, specifying the time of pick-up and destination for a one-time request or riders may also schedule a standing pick-up for the same time daily or weekly. Express maintains a list of standing or "subscription" rides which will be provided to the City upon request.

Service Area

Eligible residents/riders will be picked up and transported within all incorporated areas of the City of Maywood and sites within a two-mile radius of the city borders, with the exception of sites outside the city primarily used for non-essential retail uses. In addition, residents may be picked up from or transported to designated Satellite facilities as specified in the RFP.

Billing

Express Transportation Services currently invoices the City a flat monthly fee, with all fares collected by riders offsetting against the monthly invoice. This is consistent with specifications set forth in the RFP.

Shared Rides

Express Transportation Services makes every reasonable effort to create shared rides to minimize costs to the City, typically pairing up riders from the same origin.

Reporting

Express Transportation Services will furnish a management report with each month's billing giving operating statistics. Additionally, performance reporting will be completed annually consistent with Federal Transit Administration (FTA) National Transit Database (NTD) guidelines.

Complaints

Express Transportation Services will respond to complaints within five days of the time the complaint is received, and most time response times shall be within a couple of days. Such responses are copied to the City of Maywood.

Accidents

Express will notify the City of all accidents, both by telephone within one hour and in writing by the close of the next business day.



Records and Audits

Express shall provide access to the City, County, State, Federal, or other duly authorized representatives access to records upon reasonable written notice.



Service & Adjustment to Service

Express Transportation Services acknowledges that the City intends to operate the service seven days a week, including holidays, and allow Dial-a-Ride users up to 20 trips per month. We understand it is probable that the service will be adjusted at some future time by the City.

Liaison

Express Transportation Services coordinates closely with the City and relevant other interests on all city transportation program matters and operation status.

Charter Service

Express is happy to provide up to ten hours of special transportation services to the City each month, to be used at the City's discretion, such as in emergency situations or supporting City of Maywood-sponsored community events.

Driver Qualifications

Express Transportation Services drivers performing services for the City of Maywood currently meet the following minimum qualifications as specified in the RFP:

- Are legally licensed to operate in Maywood per requirements listed in the Maywood Municipal Code as applicable.
- Are alert, clean, careful, courteous, sober, drug free, and competent in their driving skills.
- Are dressed in a conservative, safe manner and wear a uniform shirt, long dark pants as approved by the City and no open-toed sandals shall be allowed.
- Will meet all City, County, State, and Federal requirements.

Drug Testing

Express Transportation Services currently conducts an ongoing drug and alcohol testing program of all employees, including its employee drivers. Our Drug Testing Program meets all state and federal standards and is consistent with the requirements in the Maywood Municipal Code as applicable.

Safety

Express Transportation Service possesses an aggressive ongoing safety program that touches all aspects of its operations- we have included our Safety Program Plan as Appendix C demonstrating our

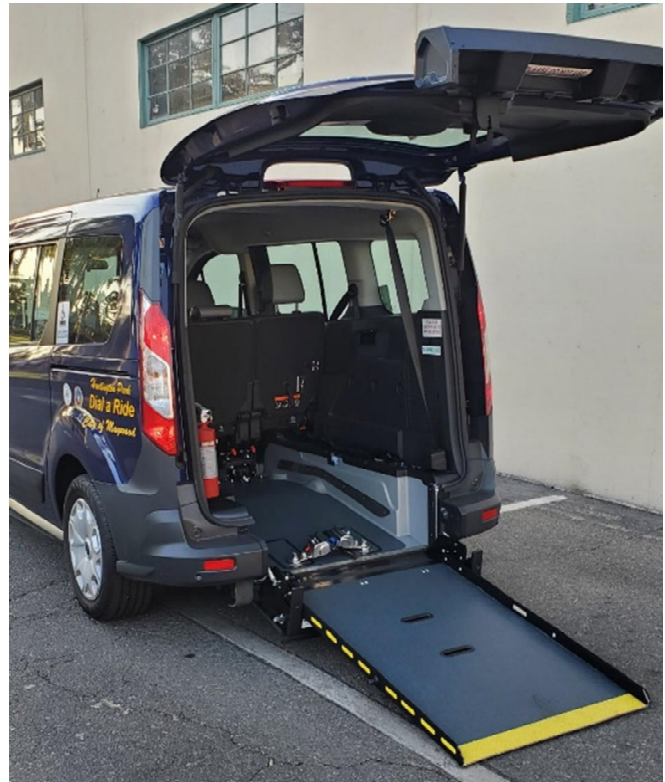
commitment to safe passenger transportation service operations. We also provide drivers with monetarily incentives through a program that promotes and rewards safe driving.

Service Vehicles

Express Transportation Service vehicles are easily recognized and marked with the City of Maywood name and branding. Vehicles are maintained on a schedule with regular preventative maintenance inspections at a minimum of every 5,000 miles. Vehicle maintenance records are kept for at least one year and/or as required by the California Highway Patrol. Express Transportation Services shall provide copies of the completed preventative maintenance checklists to the City as requested. Wheelchair accessible vehicles are currently available within the same service parameters as regular sedan service.

Dispatching

Express Transportation Service currently provides a dedicated telephone number, which is answered with the words "Maywood Dial-A-Ride". Express Transportation Service provides dispatching during hours of the service operation.



Planning & Marketing

Express Transportation Service currently coordinates with the City in the design and implementation of changes in the service's operating characteristics. This is consistent with specifications set forth in the RFP.

Key Personnel

Express Transportation Service currently provides a highly experienced management team in key positions capable of and devoted to the successful accomplishment of work to be performed under this contract. Express Transportation Service acknowledges that its responsible for, but not limited to:

- Adherence to schedules,
- Notifying City of any major personnel changes, and



- Training of new personnel.

This is consistent with specifications set forth in the RFP

Express Transportation Services, as the incumbent operator of the City of Maywood Express Shuttle Transit and Paratransit ("Dial-a-Ride") services, has established a quality and mature transit service operation. We continually explore ways to update and enhance service quality. The selection of the Express Transportation Services as the incumbent operator provides for continuity of service operations with no transitional disruption or issues.

WORK PLAN

Transition Plan

Express Transportation Services, as the incumbent service provider, does not require a transition plan as it would continue service operations seamlessly without interruption. The selection of Express Transportation Services negates any transition risk and cost of a service transition.

Operating Plan

Our current service operations within the City of Maywood continues to benefit from our management team and corporate support staff's collective transit experience of more than 45 years. Express Transportation Services currently operates both the fixed-route and demand-response transit systems in the local communities of Maywood and Huntington Park.

Highly Experienced Management Team

Express Transportation Services has fielded an experienced and competent management team for this operation. We have unparalleled support systems in place for our managers and the entire operating team (including corporate support staff) with more than 45 years of combined transit management expertise.

We have named the Management Team in the Personnel Qualification section above and provided resumes for the key individuals named in this proposal.

Dispatchers

Our dispatch team keeps our operations moving and are critical to our success. They are our primary contact with passengers, track progress of our vehicles, relay messages, and resolve or escalate problems to the General Manager. Dispatch is the central hub of activity.

These individuals must have pleasant personalities, strong English and Spanish language skills, clear radio voices, and attention to details. They must also be calm under pressure and be able to make decisions rapidly, sometimes with imperfect information.

Drivers (Operators)

Every passenger that boards one of our vehicles expects and deserves excellent service. In our role as the operator of transit services, Express Transportation Services realizes that we are viewed as an extension of the City of Maywood. This is a responsibility we do not take lightly. Throughout our years in business, we have developed and are continually refining our employee screening and training processes.

Simply put, there is no one person who interfaces with your passengers more than the Driver. We carefully screen each operator when we hire them. Our supervisory staff monitors and regularly reviews their performance, and we share all compliments and concerns with each employee. We also subscribe to monitoring services to ensure compliance with our strict safety guidelines, ensuring that our Drivers maintain an acceptable driving record.

Through our supervision, training, and screening processes, we work very hard

to ensure that we have Total Passenger Satisfaction in our existing operations, but please don't take our word for it – check our references, we believe you will experience first-hand the quality of our service and how truthful we are when we say we are committed to Total Passenger Satisfaction.



Hiring and Training of Staff

Express Transportation Services remains committed to the highest level of customer service. To achieve the highest level of customer service we must attract and retain the best people. Express Transportation Services utilizes the following hiring process for drivers and staff:



- Set up interviews of with pre-qualified drivers.
- Choose the best drivers based on the interview, behind the wheel testing and feedback from current employer.
- Conduct background checks, DMV license reviews, pre-employment drug testing and physicals.

We select drivers who meet our safety and customer service requirements, with a specific emphasis on recruiting local residents. In the event we are not able to fill all needed positions from the current driving pool after giving the candidates careful consideration, we will advertise in the local classifieds, internal postings, and through Internet sites such as Career Builder, Monster.com and Craigslist. This advertising and recruiting effort take place in parallel with interviewing. We increase our ability to hire the best people by increasing the number of overall candidates.

Training

As we hire, we will schedule orientation and training classes on a regular basis Training will occur in parallel with the hiring effort to meet the service demand. We have learned from experience that, unfortunately, not all chosen candidates will make it through our rigorous training program. If these candidates are qualified for any other positions within our organization, we will make every effort to consider them.

Licensing and Permitting

Express Transportation Services has in-place the necessary operating licenses and permits, as the incumbent service provider.

Staffing Plan

WORK SCHEDULE

Our administrative offices are open from 9:00 a.m. to 5:00 p.m., Monday through Sunday, excluding holidays. Dispatch and Road Supervisors will work 5:00 a.m. to 11:00 p.m., seven days a week. Dispatchers will work from 4:30 a.m. to the end of the last driver shift, seven days a week. Drivers are on duty from 5:00 a.m. to 11:00 p.m.



DRIVER DUTIES

- **Total Passenger Satisfaction**

- Passengers are treated with respect.
- Passengers receive prompt, friendly, courteous service, and accurate information.
- Passengers receive efficient service with a smile and thank you.
- Passengers are treated with respect and dignity, care, and compassion.
- Passengers have the right to depart and arrive on-time.
- Passengers receive prompt answers to their questions.

The passengers are the most important people in our business. When they provide input, we take it very seriously and use this to improve the service that we provide.

Express Transportation Services' goal is Total Passenger Satisfaction. Passenger input about opportunities that we may have missed is invaluable to us. Compliments from passengers about employees who provide exceptional service are also extremely important to us. They allow us to reinforce a job well done and provide us an opportunity to recognize employees.

The company will remain innovative and aggressive in seeking ways to improve our service. Passengers rely on our service to take them to and from their destination safely.

Customer Service Plan/System Quality Control

Express Transportation Services realizes that passenger satisfaction is of highest priority. To this end we consistently use proven techniques to evaluate the quality of our service, identify improvement opportunities, and refine our policies and procedures to address issues.

Initiatives to improve service quality

Express Transportation Services has implemented and is looking to implement several ways to judge service quality and facilitate customer feedback:

- Comment cards in each vehicle.
- A phone number to call with feedback.
- A web page to be designed for mobile devices to provide feedback.
- Mystery shoppers travel monthly on shuttles to evaluate service quality.



Key Performance Indicators (KPIs)

This type of service requires consistent attention to statistics and metrics. We collect data on many different aspects of daily operation:

- Passenger count embarking and disembarking at each stop, on each route.
- Fares collected.
- Complaints and compliments

These daily and hourly statistics are captured in our database and used to generate KPI reports for the Project Manager and management. There is much to learn through numbers and trend analysis. We believe in running our business on metrics and key performance indicators.

Customer Feedback and Reporting

In maintaining with Express Transportation Services established high level of customer service, we propose to maintain and improve methods for customer service training. Our office phone number will be posted in each vehicle for passengers to use to share compliments and/ or complaints via phone call or text message to our General Manager on-site. The feedback email address will also be posted.

OUR FEEDBACK AND REPORTING PLAN WILL BE AS FOLLOWS:

- When a passenger reaches out with a compliment, the driver will be contacted and thanked for their good work. Compliments will be used in our customer service training process to reinforce the kind of quality service expected.
- When a complaint is received, a meeting will be scheduled to discuss the complaint and implement customer service checks and a correction plan in accordance with the severity of the complaint.
- All comments are entered into our customer feedback database for responses from management on a weekly or monthly basis, dependent on the number of comments received.
- If complaints demonstrate a recurring problem across drivers and shuttles, additional training will be written into the training plan and implemented.

- We will work with City management to develop the process for communicating customer feedback as needed, in the desired format. This format could be written, email, or possibly web based.
- Our corporate marketing staff monitors and escalates Internet reviews (Yelp, Google, etc.) as needed for each of our companies. These reviews are forwarded to the Project Manager who will be asked for a response. The nature of the situation will determine response handling and follow-up.

Problem Resolution Handling

Express Transportation Services recognizes that for every passenger complaint that comes in, there are many more we will never hear about. Therefore, we take every complaint seriously and investigate thoroughly to identify the problem, find a fast solution, and communicate with the passenger to ensure satisfaction.

The General Manager personally monitors the feedback database daily to identify problems (and success stories) with our service. As a company, we know that often the passenger submitting the complaint just wants to make sure their voice is heard and is being acted upon. By contacting the passenger directly via the passenger's preferred method of communication (telephone, email, etc.), we will reach out and express our appreciation for notifying us of a problem and apologize as appropriate.

Each complaint will be investigated, with the results logged in the feedback database. Driver complaints will be addressed with the employee by management and tracked. Complaints about equipment will be escalated consistent with established City procedures to the appropriate departments.





Quality Control Program (QCP)

SYSTEM OVERVIEW

As a premier passenger transportation service provider, our management team has extensive experience in Quality Control Programs (QCP) and the positive impact these programs have on our services.

Front-line personnel are crucial in providing the customer with a satisfying experience. Throughout our hiring and training process, we instill our tradition and philosophy in client satisfaction and the importance of meeting the client's needs, not only through safe, reliable, and professional driving, but through positive and courteous customer interaction.

Our QCP also involves tremendous interaction between our drivers and the management team. The General Manager and Supervisors make client satisfaction a daily "talking-point" with all our drivers and ensure that the staff has the tools, skills, and motivation to provide world-class service.

Even with the most comprehensive QCP, there may be service or client satisfaction issues which need to be addressed and resolved to the client's satisfaction. To that end, we will place comment cards in each vehicle. These cards may be used by the client to report either negative or positive comments or concerns. Additionally, if there is a more urgent matter which requires attention, the office telephone number will be displayed in each vehicle that the passenger may call or text for rapid access to a supervisor.

Finally, to ensure we maintain the high standards we have set for ourselves, Express Transportation Services uses mystery shoppers to take frequent rides to gauge driver and client interaction and overall client satisfaction.

DRIVER APPEARANCE AND STANDARDS

The Driver is the public face of our company, and a representative of the City as a whole. A neat, professional appearance is very important. Every member of our staff who meets the public will be in a professional uniform, except for the General Manager who will be dressed in appropriate apparel.

Our company-issued uniform:

- Polo shirt with corporate insignia.
- Khaki or black full-length work pants.
- Dark socks.



- Black leather shoes with a closed toe. Heel must be less than one inch.
- A dark-colored sweater, jacket, or coat may be worn as needed.
- Jewelry and make up must be conservatively worn.
- Colognes or perfumes must be used in moderation, if at all.

Drivers will start and end their shifts where management and dispatch staff can monitor personal appearance and ensure company standards are met.

TEAM INCENTIVES AND REWARDS

ETS believes that the success of our company requires a team approach, and to this end, the company uses various mechanisms to build and keep a sense of teamwork:

- Monthly birthday celebrations with cake and ice cream
- Employee of the month recognition
- Free lunch for achieving customer service benchmarks
- An open-door policy with the General Manager for all members of the team

Maintenance Plan

Express Transportation Services maintains an up-to-date maintenance plan which outlines our maintenance philosophy and assigns responsibility for performing maintenance on all vehicles, real property, and equipment. It is designed to keep all vehicles, shop equipment, and tools in safe, reliable, and operational condition. It requires management, trainers, drivers, fuelers, and mechanics to be trained and accountable for specific roles. Good preventive maintenance results from all staff working together as a team.

Specific Roles

- **Management:** Management must be sure that all staff is properly trained in preventive maintenance. The manager must know all parts of the preventive maintenance program, supervise its implementation, and evaluate its effectiveness through audits and fiscal control.
- **Driver Trainers:** Trainers must ensure that all drivers understand their role in preventive maintenance. Trainers must make sure that drivers understand and can perform their preventive maintenance roles well.



- **Drivers:** Only the driver sees, hears, and feels the vehicle every day it is driven. Besides being vigilant and reporting observations, the driver must know the proper starting, operating, and braking procedures to extend the life of the equipment.
- **Fuelers:** They must make sure that all fluid levels are checked each time that the vehicle is fueled. No vehicle should be sent into service low on oil, antifreeze, automatic transmission, or power steering fluid. Unsealed batteries and windshield washer fluid must also be checked and filled. Fuelers must be trained to spot cracked or broken belts, loose or broken brackets, or other worn parts. They should be alert for unusual noises, bad tires, noisy or poor brakes.
- **Mechanics:** Mechanics are the most accountable in the preventive maintenance process. Due to the variety of vehicles, mechanics must be specifically trained for each type of vehicle they might maintain. Upon completing the preventive maintenance, the mechanic signs the PM sheet accounting for the work that has been done.

Maintenance Goals and Objectives

A written maintenance plan includes specific goals and objectives and a means of achieving them. The overall goal is to keep your vehicles out of the shop and in service. The goals and objectives of the maintenance program include:

- Flexibility for changes in route, schedule, environment, new technology and other impacts.
- Chassis, body, and component manufacturers' recommended maintenance practices.
- Systematic inspections, services, and repairs performed under local environmental, state, federal, and other regulations that apply.
- Defect reporting.
- A fleet life plan.
- The proper level of fiscal control.
- The proper management of parts, equipment, facilities, fleet, and personnel.
- A warranty recovery plan.

Preventive Maintenance Inspections and Services

Vehicle and component manufacturers prepare manuals that recommend maintenance practices as well as specific guidance and instructions for troubleshooting, removal, overhaul, repair, and replacement of components. These manuals are an important part of the vehicle maintenance plan as they define specific maintenance intervals and provide critical information when the maintenance work is being performed.

Preventive maintenance (PM) inspections and services follow the minimum required by the manufacturer, supplier, or builder. If preventive maintenance services are not being done according to the guidelines of the manufacturer, supplier, or builder, we may jeopardize any claim to a warranty.



Preventive maintenance (PM) inspections and services are performed and documented according to a schedule. All documentation is kept through the life of the vehicle.

Whenever a mechanic or tow truck is dispatched to a vehicle in service, a road call will also be documented. The road call report can be done by the dispatcher or the maintenance technician; by assigning one person to this responsibility, duplication of paperwork can be avoided. Road calls can be classified as chargeable (maintenance item) or non-chargeable (warranty item); or categorized by driver, fault, vehicle, and mechanic. The purpose of monitoring road call reports is to identify failure trends and evaluate the transit agency's overall maintenance performance.

A road call summary report includes a listing of all vehicles that experienced service interruptions within a given time period. This summary report can help management focus training in areas that need it most or determine problems that need to be resolved.

PM inspections are scheduled to provide maintenance personnel with an opportunity to detect and repair damage or wear conditions before major repairs are necessary. A common way to conduct PM inspections is to use a checklist where each operation requires a check and a signature for completion. Frequently, the inspection checklist follows a separate procedures manual.

The checklist will:

- Specify each item to be checked.
- Record repairs and the routine application of fluids.



- Indicate inspection interval (i.e., daily, or weekly).

The inspection procedures manual will:

- Describe the inspection procedures for each item on the checklist.
- Contain a pass/fail standard for each item.
- Detail actions to correct each problem.

Each procedure within the manual consists of diagrams showing all related components, trouble-shooting and test procedures, and removal and reinstallation instructions. Portions of these checklists and procedures may come from the manufacturer, the vendor, or the City. The manual can be adjusted as experience is gained and used as a training guide for entry-level mechanics.

Identified Defects

Identified defects should be separated and prioritized. Immediately following a preventive maintenance (PM) inspection or notification by a driver, the mechanic must review the discovered defects and sort them into categories. These categories are:

- **Safety defect:** Safety cannot be compromised. The vehicle cannot be released until repairs are completed.
- **Mechanical defect:** A defect that will worsen and increase cost. The vehicle cannot be released until repairs are completed, except for emergencies.
- **Elective mechanical defect:** A defect that does not compromise safety, will not cause further damage if operated, but needs to be corrected prior to next PM cycle (example: thin brake linings that can operate another 1,000 miles). If parts are not readily available, the mechanic may calculate a time to reschedule the vehicle into the shop for the brake relining within the 1,000 miles. However, due to transportation costs and disruption to operations, this decision should not be made lightly.
- **Elective or cosmetic defect:** The defect will not compromise safety and will not cause further damage or cost as it is an aesthetic defect. This vehicle should be scheduled for an off-peak time in the future, upon delivery of repair parts, as determined by management, or at the next scheduled PM service.

If the fleet experiences recurring defects, we check the manufacturers' recall notices, service bulletins, and campaigns. The maintenance department should inform their procurement department of these defects when considering future vehicle purchases.



Work Orders

Each repair activity should have a step-by-step written procedure associated with it. The work order, also referred to as a repair order, is the backbone of any maintenance performance-monitoring program. Information on all aspects of maintenance performance can be obtained from work orders.

Usually, the supervisor initiates the work order by filling in pertinent information such as vehicle number, date, mechanic's name or identification number, and work to be performed. This provides the assigned mechanic with valuable background information to help identify recurring or related failures.

Mechanics complete relevant remaining sections of the work order, including start and stop times for each segment of the repair, all parts and fluids used, any work deferred, and other items important to the vehicle's repair history.

These written work procedures can be used as a starting point for correcting faulty workmanship and excessive use of time.

PM Services

Using the manufacturer's recommended service schedule as a minimum, PM services can also be scheduled on a time guideline due to the possibility of broken odometers. Many transit agencies will group PM services into different levels, the most used are A, B, C, and D. Level A comprises the most basic and frequent level of PM services while level D consists of more complicated services performed less frequently.

- **Level A:** Conducted at 5,000-mile intervals. Change oil and filter, inspect tires, electrical system, service all fluid levels, lubricate chassis and doors, check A/C, hoses, fire extinguishers, belts, brakes, lights, test drive, body damage, etc.
- **Level B:** Conducted at 12,000-mile intervals. Includes all items in level A, plus transmission fluid and filter change. Check coolant, specific gravity, and ph.
- **Level C:** Conducted at 24,000-mile intervals. All items in levels A and B, plus change fuel filter, perform complete engine tune-up, test engine compression, replace air filter, drain, and refill differential lubricant.
- **Level D:** Conducted at 48,000-mile intervals. All items in levels A, B, and C, plus inspection and repack of wheel bearings, and extensive inspection of braking system.

OTHER INFORMATION

Safety

Given that safety is our number one priority, we have gone to great lengths to assemble a safety plan that addresses not only safety responsibilities and duties, but accident reporting, hazard communications, sexual harassment, crisis management, office safety, substance abuse, and shop safety.

Our Safety Program Plan is included as Appendix C in this proposal.

Contingency Planning

With any City transit operation, unexpected events happen. Whether it is weather, medical emergencies, evacuation situation, or earthquakes, we are prepared.

WEATHER AND NATURAL EMERGENCIES

Our company will coordinate with the City for any approaching threats and develop a step-up response plan that would include securing buildings, buses, and equipment. Adjustments to schedules will be implemented in any situation which could involve unsafe operating conditions and/or potential for a dangerous passenger or employee situation. ETS will have in place the following procedures to immediately implement:

- ETS management on road.
- Review of emergency weather plan prior to the weather potential.
- Monitoring of weather information.
- Modification of service or suspension as directed by the City.
- Follow the Emergency Plan for possible relocation of equipment, personnel, passenger, and staff to shelter locations.



ON-BOARD INCIDENT

Specific training criteria to be utilized by driver to determine whether the incident is:

- DISRUPTIVE



- ETS operator notifies dispatch with a description and brief explanation of on-board situation.
- ETS dispatch notifies Project Manager.
- If required, based on incident, ETS dispatch notifies appropriate City staff.
- MEDICAL
 - Operator contacts ETS dispatch.
 - ETS dispatch contacts 911 and any other City-required outreach.
 - Operator provides assistance as necessary to passenger experiencing problem on board.
 - ETS dispatch notifies Duty Manager.
 - ETS dispatch moves vehicle to assist remaining passengers as needed.
- ACCIDENT
 - Operator contacts dispatch.
 - ETS dispatch contacts appropriate agency based on location.
 - Duty Manager dispatched to location.
 - Additional vehicle called up to transfer affected passengers and continue service.
 - Project Manager or designee is notified.
- INCIDENT AT OPERATIONS FACILITY
 - Duty Manager notified by ETS dispatch.
 - Supervisor determines the nature and level of threat at the operations facility.
 - Notification is made to appropriate agencies to ask for assistance if required.
 - Project Manager or designee is notified.
- STRIKE OR WORK SLOWDOWN
 - The intelligence necessary to avert a strike or slowdown is developed through professional contacts with labor organizations and the personal business relationships we develop with local unions and bargaining units.



- ETS has additional staff in the region to assist if a strike decision is made which required additional operators and support personnel
- FUEL SHORTAGE OR RESTRICTIONS
 - Alternative suppliers will be identified, and relationships established prior to potential fuel shortages. Further review and understanding market conditions will be forecasted to ensure available resources are in place for potential alternative vendors.
- HOLIDAY PLANNING
 - Contingency plans would include increased or decreased services, coordination with the City based on historical usage our company would create/reassign routes to accommodate any route closures or openings.

Our company believes that open lines of communication are vital to a well-coordinated and seamless contingency plan. We would rely on the City to assist us with past years' experiences.

In any case, our company would schedule additional personnel and equipment to meet any passenger and or employee transportation needs.

Service changes

Service changes will be undertaken by City of Maywood request or logistical necessity. In any event, any change made to service volumes will be consulted and reported to the appropriate City department.



COST PROPOSAL

Proposed flat fee for services per year: **\$437,440.00**

Invoiced monthly: **\$36,453.00**

Annual COLA increase: **4%**

In addition, Express Transportation Services will provide up to ten hours per month of free service to the City for special events as they occur.



APPENDIX A: INSURANCE COVERAGE

Express Transportation currently maintains all insurance limits in accordance with those specified in the Request for Proposal.

ACORD		EXPRTA-05	MSARVER			
CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/18/2022				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Research Underwriters 4240 Greensburg Pike Pittsburgh, PA 15221		CONTACT NAME PHONE (A/C, No, Ext): (412) 351-5800 FAX (A/C, No): (412) 351-5818 E-MAIL ADDRESS:				
INSURED Express Transportation Services LLC DBA Metro Transit Services 6900 Bissell Street Huntington Park, CA 90255		INSURER(S) AFFORDING COVERAGE INSURER A: Atain Specialty Insurance Company NAIC # 17159 INSURER B: United Specialty Insurance Co 12537 INSURER C: General Star Indemnity Co 37362 INSURER D: Insurance Company of the West 27847 INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER: REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR	X	CIP226247	7/17/2021	7/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 OTHER: \$
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ JEOP ☐ LOC ☐						
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	UTO-CA-0000361-02	7/17/2021	7/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ EXCESS LIAB ☒ CLAIMS-MADE ☒ OCCUR DED ☐ RETENTION \$	X	IXG931310B	7/17/2021	7/17/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WTX-5061635-00	7/31/2021	7/31/2022	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	AUTO LIABILITY	X	UTO-CA-0000355-02	7/11/2021	7/11/2022	Scheduled Autos 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is additional insured as respects to the operation of the named insured.						
CERTIFICATE HOLDER		CANCELLATION				
City of Maywood Attn: Gerardo Mayagoltia 4319 E. Slauson Avenue Maywood, CA 90270		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
		AUTHORIZED REPRESENTATIVE 				
ACORD 25 (2016/03)		© 1988-2015 ACORD CORPORATION. All rights reserved.				
The ACORD name and logo are registered marks of ACORD						



APPENDIX B: FINANCIAL STATEMENTS

Express Transportation Services LLC
For the years ended on December 31st, 2020 and 2019
With Independent Auditor's Report



**Express Transportation Services LLC
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Independent Auditor's Report	1
Balance Sheets	2
Statements of Income	3
Statements of Stockholders' Equity	4
Statements of Cash Flows	5
Notes to Financial Statements	6



Independent Auditor's Report

To the Shareholders:

We have audited the accompanying financial statements of Express Transportation Systems LLC ("The Company"), which comprise the balance sheet statements as of December 31, 2020 and 2019; the related statements of income, and cash flows for years then ended; and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.



Rimas Vaitauskas, CPA

Sacramento, CA

March 29th, 2021

See independent auditor's report and accompanying notes to financial statements.



EXPRESS TRANSPORTATION SERVICES LLC
BALANCE SHEETS
AS OF DECEMBER 31, 2020 AND 2019

ASSETS	2020	2019
Current Assets		
Cash	\$ 53,363	72,183
Accounts Receivable	\$ 474,388	300,098
Other receivables	\$ -	15,376
Other Current Assets - see Note Related parties	\$ 36,895	36,895
Total Current Assets	\$ 564,646	424,552
Fixed Assets		
Vehicles	\$ 450,321	350,184
Less: Accumulated Depreciation	(200,361)	(127,039)
Total Fixed Assets, net	\$ 249,960	223,145
TOTAL ASSETS	\$ 814,606	647,697
LIABILITIES		
Current Liabilities		
Accounts Payable and accrued expenses	\$ 60,361	39,395
Short term portion of the loans (Note - 3)	\$ 54,645	39,497
Other Current Liabilities	\$ 601	-
Total Current Liabilities	\$ 115,607	78,892
Long-Term Liabilities		
Loans - long term portion (Note - 3)	\$ 411,217	128,747
Total Long-Term Liabilities	\$ 411,217	128,747
TOTAL LIABILITIES	\$ 526,824	207,639
EQUITY		
Capital (3,000 units issued at \$1, 1,000,000 units authorized)	\$3,000	\$3,000
Retained Earnings	\$ 284,782	437,058
TOTAL EQUITY	\$ 287,782	440,058
TOTAL LIABILITIES AND EQUITY	\$ 814,606	647,697

See independent auditor's report and accompanying notes to financial statements.



EXPRESS TRANSPORTATION SERVICES LLC
STATEMENTS OF INCOME
YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
OPERATING INCOME		
Revenues	\$ 2,305,482	2,200,293
COST OF SALES		
Cost of Services provided	\$ 1,762,308	1,533,473
GROSS PROFIT	<u>\$ 543,174</u>	<u>666,820</u>
OPERATING EXPENSES		
Administrative Expenses - see Note 7	\$ 331,363	312,163
Depreciation	\$ 73,322	33,975
IT	\$ 21,236	28,423
Interest	\$ 13,704	10,095
Office and facilities	\$ 57,906	47,666
Other	\$ 105,288	90,213
Total Expenses	<u>\$ 602,892</u>	<u>522,534</u>
NET OPERATING LOSS (INCOME)	<u>\$ (59,168)</u>	<u>144,285</u>
OTHER INCOME		
Other Income	\$ 10,896	0
Total Other Income	<u>\$ 10,896</u>	<u>0</u>
NET OTHER INCOME	<u>\$ 10,896</u>	<u>0</u>
NET (LOSS) PROFIT	<u>\$ (48,722)</u>	<u>144,285</u>

See independent auditor's report and accompanying notes to financial statements.



EXPRESS TRANSPORTATION SERVICES LLC
STATEMENTS OF STOCKHOLDERS' EQUITY
YEARS ENDED DECEMBER 31, 2020 AND 2019

	Issued Units		Retained	
	Number	Amount	Earnings	Total
JANUARY 1, 2019	3,000	\$ 3,000	\$ 301,773	\$304,773
DISTRIBUTIONS		\$ -	\$ (9,000)	\$ (9,000)
NET INCOME		\$ -	\$ 144,285	\$144,285
DECEMBER 31, 2019	3,000	\$ 3,000	\$ 437,058	\$440,058
DISTRIBUTIONS		\$ -	\$ (103,554)	\$ (103,554)
NET LOSS		\$ -	\$ (48,722)	\$ (48,722)
DECEMBER 31, 2020	3,000	\$ 3,000	\$ 284,782	\$287,782

See independent auditor's report and accompanying notes to financial statements.



EXPRESS TRANSPORTATION SERVICES LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
OPERATING ACTIVITIES		
Net Income (Loss)	\$ (48,722)	144,285
Adjustments to reconcile Net Income (Loss) to Net Cash provided by operations:		
Depreciation	\$ 73,322	33,975
Changes in Operating Assets and Liabilities		
Accounts Receivable	\$ (174,290)	7,386
Other Receivables	\$ 15,376	(15,376)
Other Receivables - Related parties	\$ -	(36,895)
Accounts Payable and accrued liabilities	\$ 20,966	(39,881)
Other liabilities	\$ 601	-
Net cash (used) provided by operating activities	\$ (112,747)	93,494
INVESTING ACTIVITIES		
Acquisition of vehicles	(100,137)	(190,559)
Net cash used for investing activities	\$ (100,137)	(190,559)
FINANCING ACTIVITIES		
Vehicle financing loans, net of repayments	\$ 42,725	168,244
Payouts to the members	\$ (103,554)	(9,000)
SBA loans	\$ 254,893	-
Net cash provided by financing activities	\$ 194,064	159,244
NET CASH INCREASE (DECREASE) FOR PERIOD	\$ (18,820)	62,179
CASH AT BEGINNING OF PERIOD	\$ 72,183	10,004
CASH AT END OF PERIOD	\$ 53,363	72,183

See independent auditor's report and accompanying notes to financial statements.



EXPRESS TRANSPORTATION SERVICES LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION AND NATURE OF OPERATIONS:

Express Transportation Services LLC ("The Company") is a corporation organized under the laws of the State of California and domiciled in California. The Company was incorporated on April 26th, 2016. The Company's business address is 6900 Bissell St, Huntington Park, California.

The Company is subject to tax filing requirements as a S Corporation in the federal jurisdiction of the United States and state of California.

The Company provides public transportation services to municipalities in the State of California.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Basis of Presentation:

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Significant Risks and Uncertainties:

The Company is subject to customary risks and uncertainties including, but not limited to, dependence on key personnel, costs of services provided by third parties, the need to obtain additional financing, and limited operating history.

See independent auditor's report and accompanying notes to financial statements.



EXPRESS TRANSPORTATION SERVICES LLC
NOTES TO FINANCIAL STATEMENTS

Use of Estimates

The preparation of the financial statement in conformity with accounting principles generally accepted in the United States of America requires the use of management's estimates. These estimates are subjective in nature and involve judgments that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at fiscal year-end. Actual results could differ from those estimates.

Fixed Assets

The Company capitalizes assets with an expected useful life of one year or more, and an original purchase price of \$3,500 or more. Vehicle depreciation period is 5 years. Depreciation is calculated on a straight-line basis over management's estimate of each asset's useful life.

Cash and Cash Equivalents

Cash and cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Revenues

The Company is generating revenues based on long term fixed price agreements awarded by the municipalities in the State of California

Income Taxes

The Company is S corporation, for United States federal income tax, that made an election to be taxed under Subchapter S of Chapter 1 of the Internal Revenue Code. In general, S corporations do not pay any income taxes. Instead, the Company's income and losses are divided among and passed through to its shareholders.

See independent accountant's review report and accompanying notes to financial statements.



EXPRESS TRANSPORTATION SERVICES LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 3: DEBT:

As of December 31, 2020 and 2019, the Company has various loans for the purposes of financing the vehicles used in the business. Vehicle financing loans are secured by vehicles as a collateral.

In 2020, the Company has obtained SBA EIDL administration loans and Paycheck Protection Program (PPP) related payments in the amounts of \$82,300 and \$172,683, respectively. The Company is still evaluating classification and presentation of such balances including potential partial forgiveness of the balances.

	2020			2019		
	Short Term	Long term	Total	Short Term	Long term	Total
SBA PPP loan		\$172,683	\$172,683			\$0
SBA EIDL loan		\$82,300	\$82,300			\$0
Vehicle loans	\$54,645	\$143,336	\$210,880	\$39,498	\$128,747	\$168,245
Total	\$54,645	\$398,319	\$465,863	\$39,498	\$128,747	\$168,245

NOTE 4: EQUITY:

Under the Company's original articles of incorporation in effect, the Company is authorized to issue 1,000,000 units. As of December 31, 2020 there were 3,000 units issued.

See independent auditor's report and accompanying notes to financial statements.



EXPRESS TRANSPORTATION SERVICES LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 5: FAIR VALUE MEASUREMENT:

Fair value is an exit price, representing the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants based on the highest and best use of the asset or liability. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. The Company uses valuation techniques to measure fair value that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

Level 1 - Observable inputs, such as quoted prices for identical assets or liabilities in active markets;
Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly, such as quoted prices for similar assets or liabilities, or market-corroborated inputs; and
Level 3 - Unobservable inputs for which there is little or no market data which require the reporting entity to develop its own assumptions about how market participants would price the assets or liabilities.

The valuation techniques that may be used to measure fair value are as follows: Market approach - Uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. Income approach - Uses valuation techniques to convert future amounts to a single present amount based on current market expectations about those future amounts, including present value techniques, option-pricing models, and excess earnings method. Cost approach - Based on the amount that currently would be required to replace the service capacity of an asset (replacement cost).

NOTE 6: CONCENTRATION OF CREDIT RISK:

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and cash equivalents with a limited number of high-quality financial institutions and at times may exceed the amount of insurance provided on such deposits.

NOTE 7: RELATED PARTY TRANSACTIONS

As of December 31st, 2020 and 2019, the Company had a \$36,995 receivable from related parties. Also, the Company has incurred administrative and management expenses with related parties for \$213,000 and \$200,000 for the years ended December 31, 2020 and 2019, respectively

See independent auditor's report and accompanying notes to financial statements.



APPENDIX C: SAFETY PLAN

Express Transportation Services, LLC has included as part of our proposal, a COVID-aware Safety Program Plan that we use throughout our company to better guide our operating locations in the critical areas of driver management (including training), vehicle maintenance and operational safety.

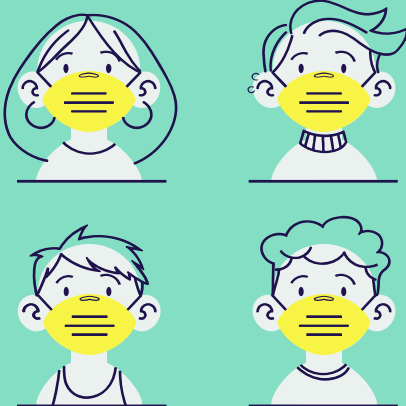
VEHICLE DISINFECTING- COVID 19 MITIGATION EFFORTS

On a daily basis, vehicles are disinfected prior to being placed into service. A thorough cleaning is performed with all surfaces wiped clean with an anti-bacterial solution and during this critical time, social distancing (including mask wearing) is also strictly enforced per the CDC Guidelines. The Company also takes additional precautions to prevent the spread of the coronavirus including employee's temperature checks, providing hand sanitizer and face masks for all employees and ensuring all passengers socially distance and are wearing a face mask (additional masks are carried by the driver in case a passenger does not have one to wear while being transported).



COVID-19

There is no higher priority to our community than the health and safety of the Express Transportation family and traveling public. Informing the population about the health risks posed by the coronavirus disease, as well as what we are doing to protect our guests and employees, is the best way to mitigate the spread and reduce the amount of further contagion cases.



1

01. EXPRESS TRANSPORTATION

What we are doing to help prevent the spread of the virus

02. SURFACES

How long the virus stays on different surfaces

03. DRIVERS ROLE

How are they helping and providing a safe and smooth trip

04. CONCLUSION

Together we can overcome this pandemic

2



HOW DO YOU GET COVID-19?

A person can contract COVID-19 if:

- They come in contact with another person infected with the virus
- Someone infected coughs or sneezes directly to them
- They touch any surface with little droplets from infected people's cough or sneezes and then touch their eyes, nose or mouth

3



01.

PREVENTION: OUR RESPONSIBILITY

Our procedure to help prevent the spread of the virus

4

EMPLOYERS RESPONSIBILITIES:

01

Checking tempetures of all employees and drivers



02

Encourage sick employees to stay home



03

6 feet social distancing

04

Mask and Face coverings are mandatory to board the vehicle



05

Use hand sanitizer before entering and exiting the vehicle



06

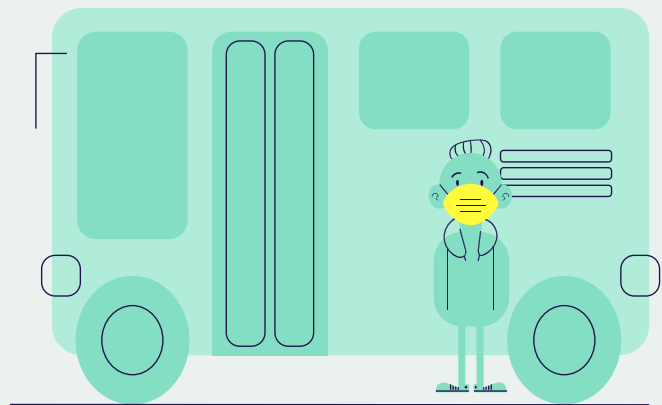
Keep surfaces disinfected and sanitizing before and after every trip



5

COMPANY PROTOCOL

- Contact between driver and passenger must be kept to a minimum
- Mask or face covering is mandatory while inside vehicle.
- Cover yourself with your elbow when coughing and use hand sanitizer provided inside the vehicle.
- Try not to touch anything



6

SOCIAL DISTANCING



SAFE DISTANCE

Keep at least a distance of 6 feet between yourself and other people

6 FEET AWAY



OLDER ADULTS

Try not to come in contact with the elderly, as they are the most vulnerable to the virus

7

PROTECTION TIPS



Maintain social distancing



Wash your hands frequently



Keeping objects and surfaces clean

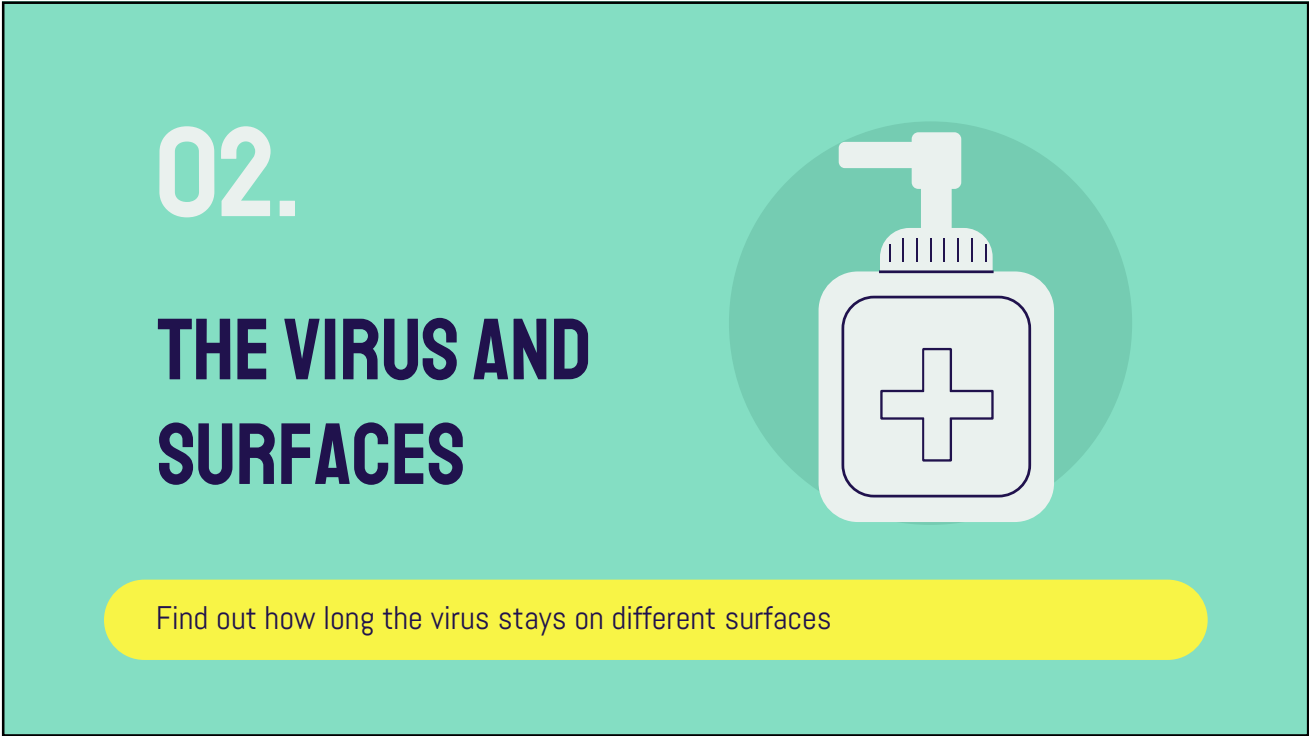


Don't touch eyes, nose or mouth

8



9



10

COVID-19 IN DIFFERENT SURFACES	
SURFACE	TIME
Sprayers	3 hours
Copper	4 hours
Plastic	2-3 days

SURFACE	TIME
Cardboard	24 hours
Steel	2-3 days
Wood	4 days

11



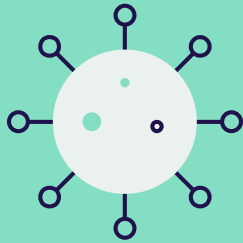
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13



14



03.



DRIVERS ROLE



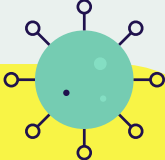
Drivers are here to help transport you to your destination in the safest and smoothest way possible.

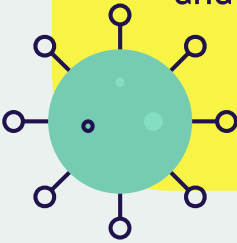
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DRIVERS PROTOCOL

- No passengers will be permitted in the front seat or behind the driver
 - Wear CDC approved mask and sanitize hand before and after trips
- If customers needs assistance with luggage, gloves will be provided for proper handling and will disposed immediately
 - Use gloves if required to touch surfaces contaminated by body fluids
- Practice routine cleaning and disinfection of frequently touched surfaces, including surfaces in the driver cockpit frequently touched by the operator and high contact areas for passengers.
 - Proper disposal of cleaning supplies.

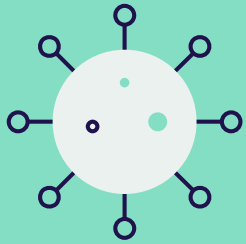
16





We will be following all applicable federal regulations and public health agency guidelines. This is an ongoing process and procedures/protocols will be updated as more information and guidelines are provided to us. We will be actively monitoring all local and federal agencies including; CDC, EPA, OSHA, and the State of California.

17


THANKS!

Do you have any questions?

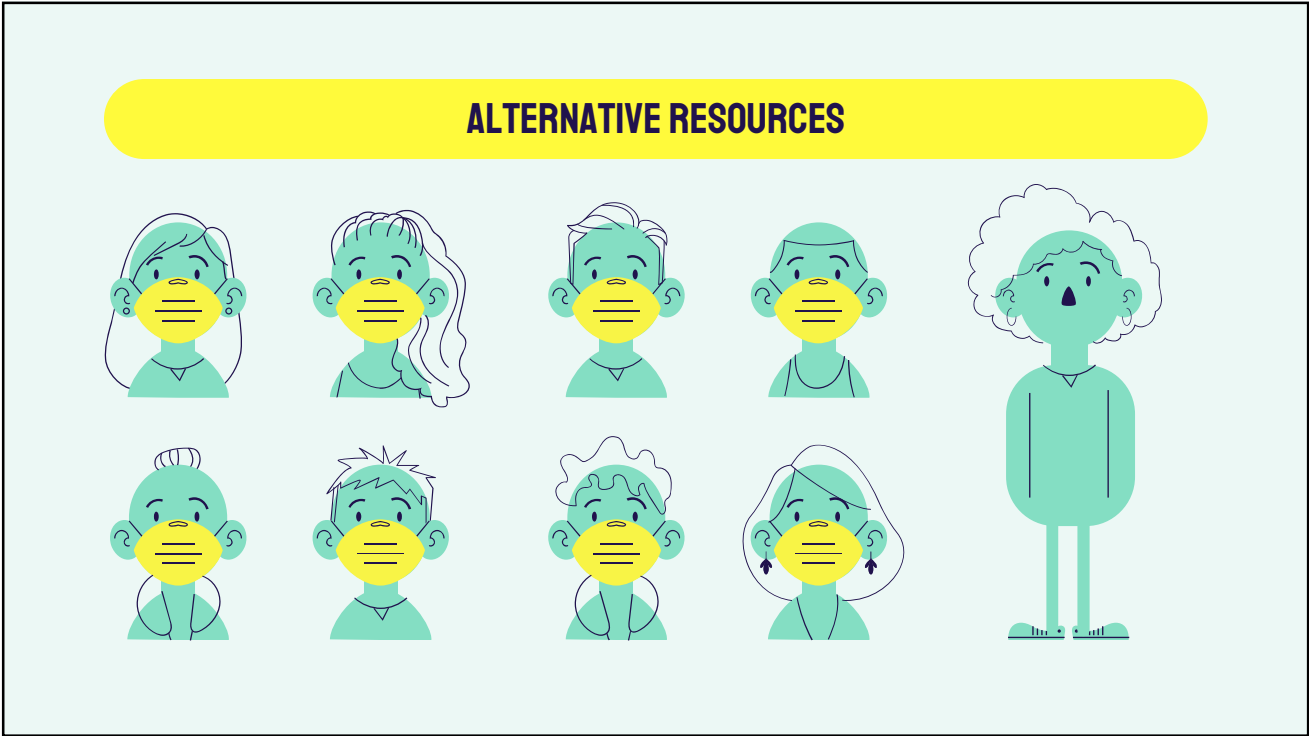
info@etsmts.com
etsmts.com

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Safety Plan



SAFETY PLAN

OBJECTIVE: The development and implementation of a program to protect and minimize personal injuries on the job, the safety of the general public, the environment, and to reduce work related injuries by a measurable amount. Our goal will be a 100% reduction.

STATEMENT OF POLICY: It is the policy of **Express Transportation Services** to provide a healthy and safe place of employment for all employees; to abide by all regulations as they pertain to our industry which is set forth in Federal, State and Local standards, statutes and OSHA Standard 29 CFR 1910, 29 CFR 1926, 49 CFR Part 325, Parts 350-399 and Department of Transportation Motor Vehicle Transportation requirements and to integrate good working safety habits into every aspect of our company activity. The “Company” as used in this Policy refers to **Express Transportation Services** and its entities. To support this policy, six basic principals are inherent:

1. A positive belief that all personal injuries can be prevented.
2. An acceptance on the part of management, superintendents and foremen of their responsibilities to prevent personal injuries.
3. A conviction that it is reasonably possible to safeguard all operating exposures which may result in injuries.
4. Acceptance of the fact that the prevention of personal injuries is good business, both from the standpoint of efficiency and of economy.
5. A recognition that it is necessary to train all employees including temporary personnel to work safely and to understand it is to their advantage as well as the Company's to work safely; further, that they have a definite responsibility to do so.
6. An understanding that all vendors or sub-contractors are contractually obliged to abide to this Safety Policy, and to adhere to the Company Safety Program; further, that any references to the Company in this policy will be applicable in full to all sub-contractors as well.

Safety Responsibilities & Duties



SAFETY RESPONSIBILITIES & DUTIES

MANAGEMENT

1. **RESPONSIBILITIES:** Safety begins with management commitment and participation. We will set goals, establish accountability and become involved. A poor safety record is a management problem. Management is required to abide by this policy as are all employees.
2. **DUTIES:**
 - a. Communicate safety commitment and policy.
 - b. Attend company functions.
 - c. Review accident reports and safety activities.
 - d. Make needed appropriations.
 - e. Set a good example.
 - f. Provide resources, including funding adequate to support this program.

SAFETY OFFICER

3. **RESPONSIBILITIES:**

Although the Safety Coordinator is assigned overall responsibility for the administration of this program, the responsibility for a safe workplace rests with every employee, from the President to the newest hire.
4. **DUTIES:**
 - a. Develop educational materials, develop and implement training programs.
 - b. Arrange for training of employees, supervisors, and the Safety Committee.
 - c. Develop written safety rules.
 - d. Assure compliance with government regulations.
 - e. Arrange for work place inspections.
 - f. Review all accident investigations.
 - g. Analyze reports to identify accident causes.
 - h. Provide First Aid Kits.
 - i. Prepare periodic reports for management.
 - j. Ensure that the resources necessary to implement this program are available using appropriations provided by management.
 - k. Ensure that this safety policy is communicated to all employees of **Express Transportation Services.**

SUPERVISORS

5. **RESPONSIBILITIES:** Supervisors have a direct responsibility for the safety of the working group. They will help build safety into the work process and be alert for safety and health problems.
6. **DUTIES:**
 - a. Train new employees upon hire.
 - b. Train employees on job assignments and identified hazards.
 - c. Re-train present employees on an on-going basis.
 - d. Make informal inspections daily. Document monthly inspection using the checklist provided in the attachment.
 - e. Prepare accident reports.
 - f. Enforce safety rules.
 - g. Make daily safety contacts.
 - h. Correct unsafe acts and conditions.
 - i. Conduct weekly tool-box safety meetings/training sessions.
 - j. Conduct a hazard analysis of each new job, prior to commencement of work.
 - k. Investigate all accidents.

EMPLOYEES

7. **RESPONSIBILITIES:** Workers must learn the hazards of their jobs and abide by safety rules. The program requires the wholehearted support of those it was designed to protect. Employees are expected to participate to the fullest extent in this safety program.
8. **DUTIES:**
 - a. Abide by safety rules.
 - b. Report hazardous conditions or concerns.
 - c. Communicate safety to fellow employees.
 - d. Make suggestions to help improve safety.
 - e. Ensure personal protective equipment is maintained in good condition. If you need equipment or safety items, contact your field supervisor.
 - f. Use and maintain personal protective equipment provided.
 - g. Attend weekly tool box safety meetings.

Every employee can feel confident that identifying unsafe acts or conditions will not result in any type of reprisal to them.

Express Transportation Services

9. **IMPLEMENTATION:** All **Express Transportation Services** employees, from top management to the newest hire are to be actively involved in the implementation of this program. Participation of all employees will be monitored by the Safety Officer to ensure that all involved are fully participating in the program and each employee is doing his or her part in the implementation of this program.

Safety Reporting

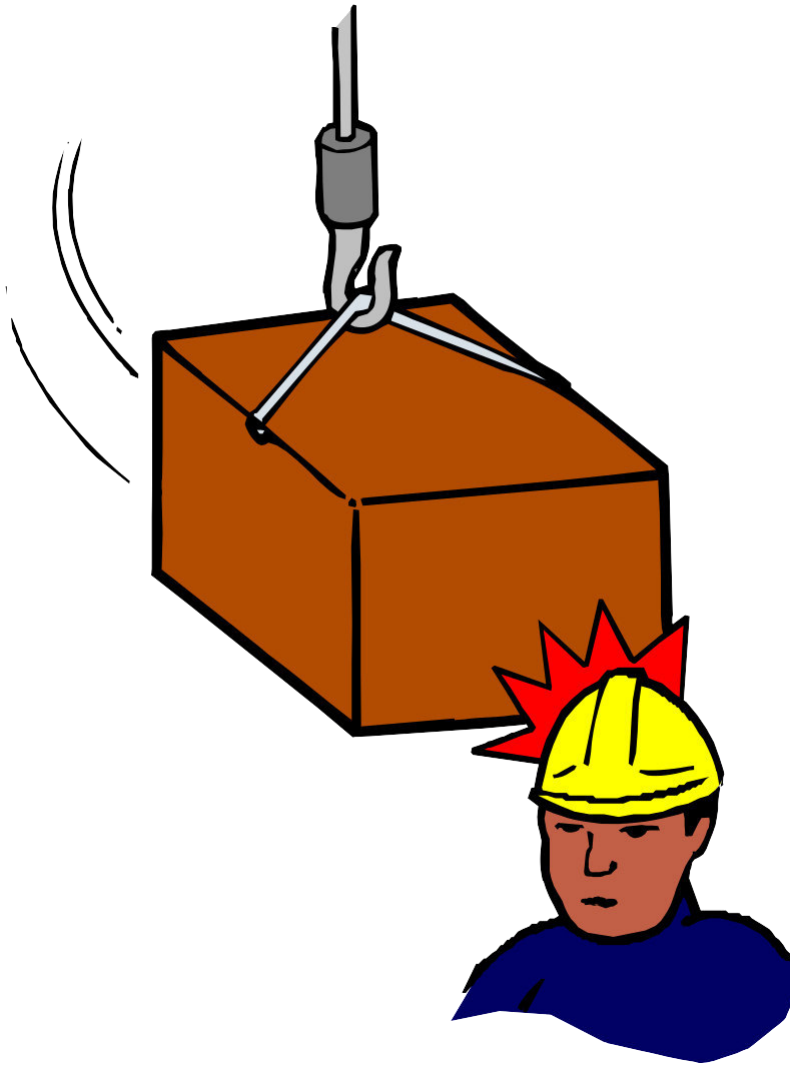


SAFETY REPORTING

Express Transportation Services will complete a monthly safety report. The safety report will contain but not necessarily be limited to the minutes of the monthly safety meetings and the attendance roster. Also, to be included will be the accident/incident reports pertaining to work performed by the Company.

Identified hazards will be reported by employees using a safety suggestion/hazard box.

Accident Reporting



ACCIDENT REPORTING

All workplace accidents, regardless of how incidental, will be reported by the employee to his supervisor or to the Company's Safety Officer immediately.

1. The Company's Safety Officer will fully investigate all accidents and fill out the appropriate accident report form on the day of the accident. Accidents will be reported as required on Form C-1 and to the U. S. Department of Labor OSHA Form 300, 300A and 301. A C-3 form will be completed upon receipt of the C-4 from the Medical provider.
2. **Express Transportation Services's** Safety Officer will document accidents on an Accident Investigation Form on all accidents which result in an injury or work related illness. The form will describe in writing the circumstances of the accident and the corrective action taken. The form will be completed within 24 hours of any injury.
3. In the event of a serious injury (see definition below), fatality, property damage accident, or any damaging fire, the Safety Officer will be immediately notified regardless of the day or hour. *A serious injury is defined as any injury that requires medical treatment beyond First-Aid, (as defined by OSHA in the publication "Recordkeeping Guidelines for Occupational Injuries and Illnesses,") any trip to the hospital or doctor's office, or any single incident where two or more employees are injured.*
4. The Company's Safety Officer will complete a report outlining details involving any safety-related incident occurring on-the-job. The report will describe the circumstances of the incident and the corrective action taken.

Safety Meetings



SAFETY MEETINGS

Express Transportation Services will conduct one safety meeting each month and document all employees in attendance. The monthly safety meeting report will include a brief narrative of the topic(s) discussion.

Supervisors will conduct weekly tool-box safety meetings and will document these brief training sessions as to attendance and topic of the discussion. Tool-box safety meetings are usually conducted by department or section, not an all company group meeting.

Medical



MEDICAL

1. ON-SITE FIRST AID:

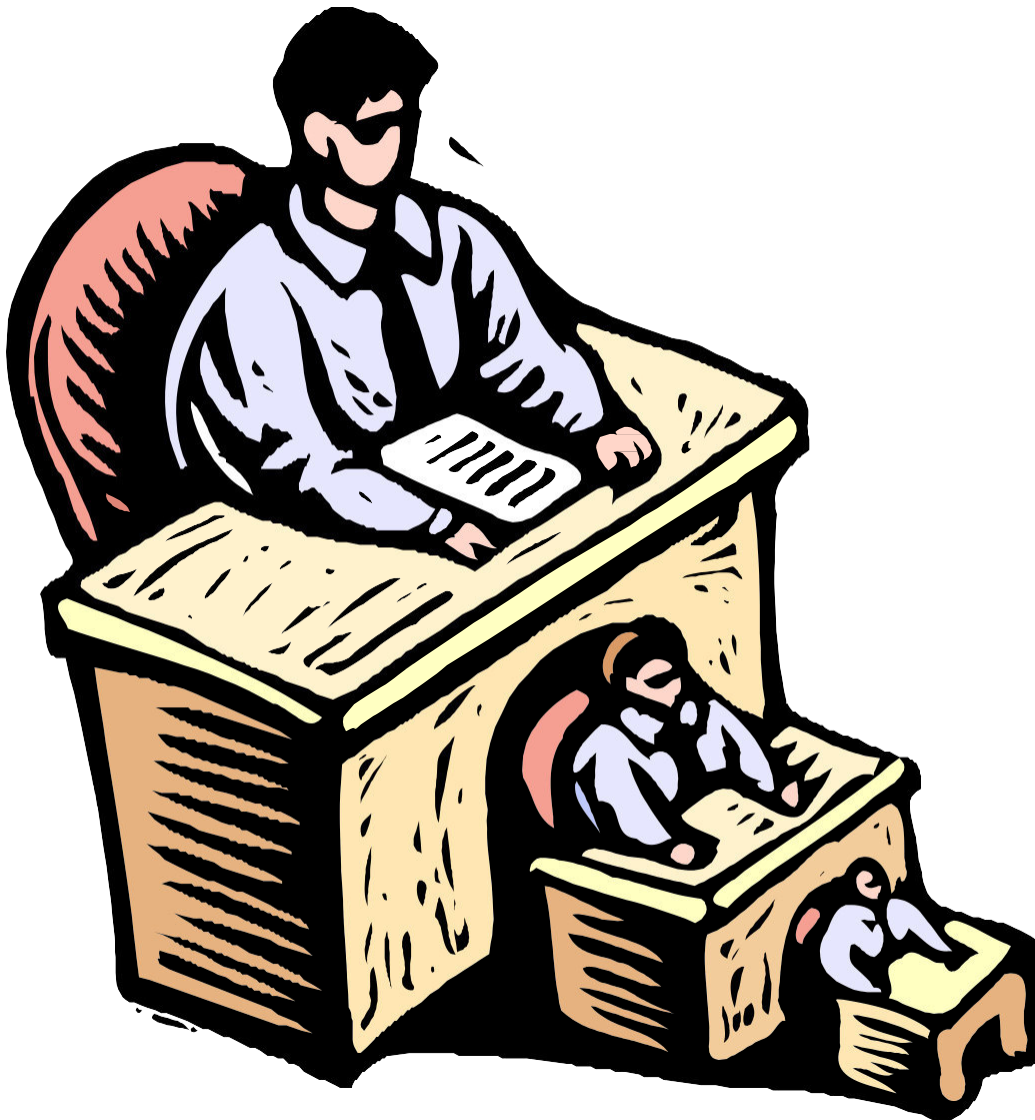
- a. The Company will provide and maintain first aid kits, commensurate with the number of employees on the job site.
- b. Medical and non-medical emergency telephone numbers will be posted on the site within view of telephones.
- c. No employee, as a condition of work, is required to provide CPR or First Aid Services to an injured person. Such action will be considered Good Samaritan Acts only.

2. EMERGENCY ACTION:

- a. The Company will be responsible for transportation of all non life-threatening injuries that require medical attention.
- b. For all life-threatening injuries or illnesses, the Company will immediately call for medical assistance by dialing 911.
- c. The Company uses the following facility for medical attention other than emergency

3. The Company will maintain weekly first aid logs.

Accountability



ACCOUNTABILITY

In order for a Safety Program to be effective, there must be a means developed for holding employees accountable for their unsafe work habits or conditions.

1. **RESPONSIBILITY FOR DISCIPLINARY ACTION:** Disciplinary action will be the direct responsibility of the Safety Officer. All employees including managers, foremen, and supervisors will be held equally accountable for compliance with safety policies and regulations.
 - a. If an accident occurs and if it has been determined that the accident could have been avoided, the means of holding employees accountable should be made more severe after each consecutive offense.
 - b. The purpose of holding employees accountable is to help employees conform to company policy and work safely. It is not designed to end employment and, therefore, employees should be given the opportunity to start over with a clean slate periodically.
 - c. All employees from top management to the newest hire are to be held equally accountable for any safety infraction.
2. **POLICY OF PROGRESSIVE DISCIPLINE:** A policy of progressive discipline will be followed in enforcing safety practices. The policy for violating safety rules will be progressive, with the final result being dismissal.
 - a. First Offense - Verbal warning
 - b. Second Offense - Verbal and written warning with a copy of the written warning becoming a part of the employee's file
 - c. Third Offense - One day off work with no pay
 - d. Fourth Offense - Possible employment termination.
 - e. **SERIOUS OFFENSES MAY RESULT IN IMMEDIATE TERMINATION.**

NOTE: Severe violations, such as the use of drugs, etc., that could result in death or serious bodily injury to others will result in immediate dismissal after review.

**General
Safety Rules**



GENERAL SAFETY RULES

1. Follow the safe job procedures established by your supervisor. You are to perform only those jobs you have been assigned and properly instructed to perform.
2. Wear the protective equipment required for your job, as established by your supervisor through job instruction. It is your responsibility to see that protective equipment should be in good repair. Damaged equipment should be reported to your supervisor immediately.
3. Report unsafe acts or unsafe conditions to your supervisor without delay.
4. Report all accidents to your supervisor immediately whether anyone is hurt or not. In cases of injury, get first aid as soon as possible.
5. Keep all mechanical safeguards in position during operation.
6. Put main switch in "off" position whenever making adjustments, when setting up jobs or when machine is to remain idle for any length of time. Don't allow machinery to operate unattended.
7. Use only the machinery, equipment and tools you are qualified *and authorized* to use by the supervisor. A form must be completed by supervisor for any employee to be *"authorized"*.
8. **HORSEPLAY**, such as scuffling, fooling, playing practical jokes, or throwing articles at each other will not be tolerated.
9. No employee is permitted to make repairs on any electrical device or equipment unless authorized to do so. **ELECTRICAL EQUIPMENT IS NOT TO BE TAMPERED WITH IN ANY WAY.**
10. **MACHINE MASTER SWITCHES ARE TO BE TAGGED OR LOCKED OPEN WHEN MAJOR REPAIR, OILING AND GREASING OR MAINTENANCE IS BEING PERFORMED.**
11. The covers on **SWITCH BOXES AND FUSE STATIONS ARE TO BE KEPT CLOSED AT ALL TIMES.**
12. All employees are required to **WALK, NOT RUN, WHILE THEY ARE WITHIN** the work areas of the dealership.

Express Transportation Services

13. No employee will be permitted to remove any guard installed over the point of operation, power transmission, or moving parts without permission from the supervisor and then only after proper safety procedures have been followed. After use in specific instances where the guard was removed, it must be replaced immediately.
14. Compressed air should never be used for cleaning clothes, cooling or practical jokes. **VIOLATION OF THIS RULE CAN RESULT IN SERIOUS INJURY OR DEATH.**
15. No worker will be permitted to use flammable solvents in an open container. **FLAMMABLES MUST BE STORED AND HANDLED IN APPROVED SAFETY CONTAINERS.**
16. First aid will be administered only by the specifically trained and authorized personnel. Under no circumstances shall any employee attempt to remove foreign objects from the eyes or ears of a fellow employee.
17. Riding hand trucks and hitching rides on power trucks is prohibited.
18. The use of any tools, machinery or equipment for the personal use of any employee, whether on company time or not shall not be permitted.
19. Only qualified maintenance persons, authorized by supervision, are permitted to repair machinery and equipment.
20. Safety equipment, such as brushes, safety glasses, shields, safety shoes, etc., shall be used whenever the operation or job requires them unless otherwise stated in this written Safety Program.
21. Employees who violate these safety rules may be subject to disciplinary action.
22. **ALL ACCIDENTS** must be reported to your immediate supervisor. If necessary, in-house **FIRST AID**, or professional medical attention will be available. In **ALL** cases, a written report of injury will be completed.
23. Any unsafe condition noted must be reported to your supervisor, who is responsible for having the condition corrected prior to proceeding with the job.
24. Safety goggles and other personal protective equipment issued for your protection must be used or worn in designated areas or activities as instructed or covered in this Program.
25. As an employee you are required to wear appropriate work clothing and shoes. Shoes with thin or badly worn soles should not be worn. Steel toe, chemically resistant uppers with slip and puncture resistant soles are required. (No tennis shoes)

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26. Safety glasses in all shop areas are required at all times.
27. Do not stand or walk under suspended loads.
28. Use of liquor or drugs is not permitted and those reporting for work under the influence may be subject to appropriate disciplinary action. (See Substance Abuse Program)
29. Good housekeeping should be maintained at all times throughout the work area. All spills should be cleaned up immediately.
30. Air lines, electrical cords, or any other objects that could cause a hazard need to be moved to a safe location when not in use.
31. Only authorized items, materials, pictures, notices, etc. are to be placed on any wall, bulletin board, etc.
32. Work benches, window sills and other like areas are not for storage. Keep free of excess materials and litter.
33. Areas on, around, in front and over electrical controls or panels and fire extinguishers are to be kept clear at all times. This includes fire exits.

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GENERAL SAFETY RULES

EMPLOYEE CERTIFICATION AND ACKNOWLEDGMENT:

I have been given a copy of the **Express Transportation Services** General Safety Rules. I acknowledge that I have read the General Safety Rules and that I do understand and will abide by them.

**Identification, Analysis
&
Control of Hazards**



IDENTIFICATION, ANALYSIS AND CONTROL OF HAZARDS

A basic safety checklist contained as a attachment to this program is to be completed by the Safety Officer once each month. All items noted on the checklist will be corrected within 30 working days.

The department supervisor will conduct an informal work area inspection daily, documenting only items which require correction on one of the safety checklists contained in the attachments to this policy. Once the corrections have been accomplished there is no need to maintain the informal inspection sheets.

Training & Communication



TRAINING & COMMUNICATION

1. As a minimum, employees will receive training in the following areas:

This Written Safety Program	All upon hire
Hazard Communication	All upon hire/Annually
General Safety Rules	All upon hire
Nevada Workplace Safety	All upon hire

PPE	Where required
Eye & Face Protection	When required
Fire Protection	When required

2. Refresher training will be conducted when required, any new job assignment or when conditions change.
3. Training will be documented and the documentation retained by the Safety Officer.
4. The specific policy or a lesson plan contained in the attachment to this program may be used as a training guide.
5. **Express Transportation Services** does not utilize the services of temporary or leased employees.

Lockout Tagout



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LOCKOUT/TAGOUT POLICIES AND PROCEDURES

1. SCOPE AND PURPOSE

- 1.1 The scope of this policy covers the servicing and maintenance of machines and equipment in which the unexpected energization or start up of the machines or equipment, or release of stored energy could cause injury to employees.
- 1.2 This policy shall apply to the control of energy servicing and/or maintenance of machines and equipment. Please note that this includes; any time an employee is required to remove or bypass a guard or other safety device, or an employee is required to place any part of his or her body into an area where work is actually being performed upon material being processed or other danger zone exists.
- 1.3 The purpose of this policy is to provide procedures that establish requirements for the control (lockout/tagout) of hazardous energy associated with all machinery and equipment at our facility. These procedures shall be used by all employees to protect themselves from the hazards and subsequent injuries that may occur as the result of the unexpected release of a hazardous energy source during servicing and/or maintenance operations. This policy also establishes procedures for affixing appropriate lockout devices or tagout devices, or both, to energy isolating devices.
- 1.4 This policy goes on to explain means to otherwise disable machinery and/or equipment to prevent unexpected energization, start-up, or release of stored energy in order to prevent injury to employees.
- 1.5 The issuance and compliance with this policy by our employees and management shall bring **Express Transportation Services** in compliance with 29 CFR 1910.147 and 29 CFR 1910.331 thru .335. All parts of this policy must be carried out by management and employees to remain in compliance.

2. DEFINITION OF TERMS

- 2.1 Authorized employee: a person who locks or implements a tagout system procedure on machines or equipment to perform servicing or maintenance on that machine or equipment. Must receive certain training as outlined later in this policy.
- 2.2 Affected employee: an employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under lockout or tagout, or whose job requires him/her to work in an area in which servicing or maintenance is being performed. Must receive certain training as outlined later in this policy.
- 2.3 Other employees: employees whose work operations are or may be in an area where energy control procedures may be utilized. Must receive certain training as outlined later in this policy.
- 2.4.1 Energy source: any source of electrical, hydraulic, pneumatic, mechanical, gravity, chemical, thermal, radiation or other energy.

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- 2.5 Lockout device: a device that utilizes a positive means such as a lock, either key or combination type, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment.
- 2.6 Servicing and/or maintenance: workplace activities such as constructing, installing, setting up, adjusting, inspecting, modifying, and maintaining and/or servicing machines or equipment. These activities include lubrication, cleaning or unjamming of machines or equipment and making adjustments or tool changes, where the employee may be exposed to the unexpected energization or startup of the equipment or release of hazardous energy.
- 2.7 Qualified persons: one familiar with the construction and operation of the equipment and the hazards involved. They must receive certain training as outlined later in this policy.
- 2.8 Unqualified persons: employees who face a risk of electric shock that is not reduced to a safe level by the electrical installation requirements of 29 CFR 1910.303 through 1910.308 who must be trained in and be familiar with electrically related safety practices which are necessary for their safety.
- 2.9 Training: hands on classroom or on-the-job style that affords all persons the ability to fully understand and comprehend the work practices necessary to protect their safety when working on, near, or with energy sources.

3. TRAINING

- 3.1 There are three listed classifications of training identified by 29 CFR 1910.147, they are **authorized, affected, and others**.
- 3.2 Authorized employees shall receive training in the recognition of applicable hazardous energy sources, the type and magnitude of energy available in the workplace, and the methods and means necessary for energy isolation and control.
- 3.3 Affected employees shall be instructed in the purpose and use of the energy control procedure.
- 3.4 The employees shall be instructed about the procedure, and about the prohibition relating to attempts to restart or re-energize machines or equipment which are locked out or tagged out or both.
- 3.5 There are two listed job classifications of training identified by 29 CFR 1910.331 through 1910.335, they are **qualified and unqualified**.
- 3.6 Qualified employees shall, at a minimum, be trained in and familiar with the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills and techniques necessary to determine the nominal voltage of exposed live parts, and the clearance distances specified in 29 CFR 1910.333© and the corresponding voltages to which the qualified person will be exposed.
- 3.7 Unqualified employees shall be trained in and familiar with any electrically related safety practices not specifically addressed by 29 CFR 1910.331 through 1910.335 but which are necessary for their safety.

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- 3.8 Appendix A shall list the authorized employees.
Appendix B shall list the affected employees.
Appendix C shall list all other employees.
Appendix D shall list the qualified employees.
Appendix E shall list all unqualified employees.
- 3.9 Whether an employee is considered to be qualified will depend upon various circumstances in the workplace. It is possible and in fact, likely for an individual to be considered "qualified" with regard to certain equipment in the workplace, but "unqualified" as to other equipment. An employee who is undergoing on-the-job training and who, in the course of such training, has demonstrated an ability to perform duties safely at his or her level of training and who is under the direct supervision of a qualified person is considered to be a qualified person for the performance of those duties. All training will be hands-on, by a qualified trainer. Copies of training materials, lesson plans, competency exams, lists of attendees, qualifications of trainers will be found in appendix G of this document.
- 3.10 Initial training shall be certified by management or it's representative for all levels. Initial training shall be accomplished before the employees initial exposure to hazardous energy in the workplace.
- 3.11 Retraining will be done on an annual basis or when there is a change in job assignments, a change of machinery, equipment or processes that presents a new hazard, when there is a change in the energy control procedures. Retraining shall also be conducted whenever a periodic inspection reveals, or management has reason to believe, that there are deviations from or inadequacies in the employee's knowledge or use of the energy control procedures.

4. PROTECTIVE MATERIALS AND HARDWARE

- 4.1 As the employer, we will provide all protective materials and hardware to effectively isolate, secure, and/or block all machinery and equipment from energy sources.
 - 4.1.1 The lockout and tagout devices shall be singularly identified; shall be the only devices used for controlling energy; shall not be used for any other purpose;
 - 4.1.2 Shall be durable to withstand the environment they are exposed to for the duration of exposure;
 - 4.1.3 Standardized within the facility in at least one of the following criteria*color, shape, or size- and in the case of tags*print and format.
 - 4.1.4 Lockout devices shall be substantial enough to prevent removal without the use of excessive force or unusual techniques; tagout devices, including their means of attachment, shall be substantial enough to prevent inadvertent or accidental removal; tagout device attachment shall be of a non-reusable type, attachable by hand, self locking, and non-releasable with a minimum locking strength of no less than 50 pounds and having the general design and basic characteristics of being at least equivalent to a one-piece, all environment-tolerant nylon cable tie.

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- 4.1.5 The devices shall be identifiable and shall indicate the identity of the employee applying the device(s). Tagout devices shall also warn against hazardous conditions if the machine or equipment is energized.
- 4.2 The **Express Transportation Services** policy will be to use both lock and tag in all applications as per 29 CFR 1910.333 (b)(2)(iii)(all) for not only the electrical, as noted, but for all hazardous energy isolation. Locks, multiple lock hasps, tags, gate valve lockout devices, ball valve lockout devices, and all other devices for this program shall be issued by management to authorized and qualified employees. These employees shall have the training and competency to use these devices to protect themselves, affected, unqualified, and all other employees.
- 4.3 To prevent confusion as to the locks being used for the lockout system in our facility we have chosen Yellow as the only color to be used. No other locks shall be used in our facility for any purpose. These locks are substantial and durable using 5 pin tumblers, hardened steel shanks, and hardened steel casings. The employee's name shall be inscribed on each lock (or on a tag attached to each lock) for the personal lockouts, and the spare locks shall be inscribed with a company identification number. Locks shall be issued with only one key and any additional keys shall be destroyed or kept under lock and key by the plant manager to prevent unauthorized removal.
- 4.4 If an energy isolating device is not capable of being locked out a tagout system shall be used. When this occurs during replacement, repair, renovation or modification of machines or equipment and whenever new machines or equipment is installed, energy isolating devices for such machinery or equipment shall be designed to accept a lockout device.
- 4.5 When a tagout device is used by itself, it shall be attached at the same location that a lockout device would have been attached and additional means to provide a level of safety equivalent to that of a lockout will be implemented. Additional means to be considered as part of the demonstration of full employee protection shall include the implementation of additional safety measures to reduce the likelihood of inadvertent energization.
- 4.6 When two or more employees are working on the same machinery or equipment, each is responsible for affixing his or her lock to provide full employee protection.

5. PERIODIC INSPECTIONS

- 5.1 Periodic inspections shall be conducted at least annually to ensure that the procedure and the requirements of this policy are being followed. These periodic inspections shall be both random audits and planned visual observations. The inspection shall be performed by a person authorized by management other than the one implementing the energy control procedure that is being inspected. Three areas will be reviewed during this

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- inspection;
- 5.1.1 Are the proper steps in the energy control procedure being followed
- 5.1.2 Is the procedure adequate to provide the necessary protection from all types of hazardous energy and what, if any, changes are needed.
- 5.1.3 Does the employee involved know and understand his/her responsibilities under this procedure.
- 5.2 All employees involved in a periodic inspection will be identified and the name of the inspector will appear on the certification document used to certify the inspection. Also included on this certification document shall be the time, date, equipment the procedure was performed on, any deviations or inadequacies in the performance of the procedure, retraining necessary, and/or disciplinary action necessary, if any.
- 5.3 If problems with the procedure are encountered the process will be re-evaluated and more appropriate procedures will be implemented. These inspections shall be done on a one-on-one basis and also in group meetings.
- 5.4 If deviations are identified or if employees do not clearly understand the procedure, retraining will be conducted to the extent that the procedures are properly followed. Certification of this retraining is required.
- 5.5 Each supervisor shall effectively enforce compliance with this policy and procedure including the use of corrective disciplinary actions when necessary. Failure of the worker to follow the lockout/tagout procedures will be dealt with as inadequacy in supervision and could result in corresponding disciplinary action against the involved supervisor. If it is determined that the supervisor did not effectively administer the lockout/tagout procedures.

6. PROGRESSIVE DISCIPLINARY POLICIES

- 6.1 **FIRST OFFENSE - Formal verbal warning.** The formal verbal warning will be documented and include;
 - 6.1.1 What behavior was unacceptable
 - 6.1.2 Documentation of retraining
 - 6.1.3 Employee and supervisor signature
 - 6.1.4 Next offense will subject the employee to additional discipline up to and including termination. This document can be purged from the employee file if no future violation occurs within 24 months.
- 6.2 **SECOND OFFENSE - Formal Written Warning.** The formal written warning shall be documented and include;
 - 6.2.1 What behavior was unacceptable
 - 6.2.2 A summary of earlier warnings for unacceptable behavior
 - 6.2.3 Date set for follow-up formal review(s)
 - 6.2.4 Signed by the employee, supervisor, and personnel director

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- 6.2.5 The next offense will subject the employee to additional discipline up to and including termination and becomes part of the employees personal file.
- 6.3. **THIRD OFFENSE - Three Day Suspension Without Pay.**
 - 6.3.1 What behavior was unacceptable
 - 6.3.2 A summary of earlier warnings for unacceptable behavior
 - 6.3.3 A review with the employee, the employees immediate supervisor, personnel director, & plant manager.
 - 6.3.4 Schedule a three day suspension without pay
 - 6.3.5 Date set for follow-up formal review
 - 6.3.6 Signed by all parties involved
 - 6.3.7 The next offense will subject the employee to additional discipline up to and including termination and becomes part of the employees personal file.
- 6.4. **FOURTH OFFENSE - Formal Review.**
 - 6.4.1 What behavior was unacceptable
 - 6.4.2 A summary of earlier warnings and discipline for unacceptable behavior
 - 6.4.3 A review with the employee, the employees immediate supervisor, personnel director, & plant manager to determine appropriate punishment up to and including termination. Employee will be notified of outcome within three days of beginning of suspension.
 - 6.4.4. Automatic suspension.
 - 6.4.5 Signed by all parties involved
- Immediate Termination Can Be Invoked for Any Infraction That Endangers the Safety of Life or Limb of the Employee or Any Co-workers.**
- 7. **OUTSIDE PERSONNEL (Contractors, Etc.)**
 - 7.1 When outside service workers or contractors are used for in plant work, the following shall be observed and documented:
 - 7.1.1 An assessment will be made of the work to be performed by the service worker or contractor, including;
 - 7.1.1.1 What work will be done
 - 7.1.1.2 Does the work require lockout/tagout ?
 - 7.1.1.3 Will there be any possible exposure of hazardous energy to our employees during the time outside service personal are performing their work.
 - 7.1.2 If the answer to b and c is "no" then nothing more is required.
 - 7.1.3 If the answer to either b or c is "yes" then the following must be done:
 - 7.1.3.1 A review of both on-site lockout/tagout procedures and the outside contractor's lockout/tagout procedures shall be made.
 - 7.1.3.2 This review shall be communicated to the on-site employees. Compliance with the outside contractor procedure shall be enforced when the outside contractor has an appropriate procedure.
 - 7.1.3.3 This policy and procedure shall be conveyed to the outside contractor to ensure his/her employees of the lockout/tagout protection.

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- 7.2 The above procedures shall be documented by completing the "contractor orientation meeting form" (appendix h) and forwarding it to the plant manager for filing.
- 7.3 No work will be commenced in the plant by outside personnel or contractors before the plant manager has certified that they are aware of these procedures.

8. ENERGY ISOLATION CONTROL MEASURES

- 8.1 ***Employees authorized or qualified:*** Only authorized employees shall perform lockout and/or tagout measures. Only qualified employees shall perform lockout/tagout for exposed electrical equipment.
- 8.2 ***Notification of employees:*** Affected employees shall be notified by management or authorized employee of the application and removal of lockout devices. This shall be done before the controls are applied, and before they are removed from the machine and equipment.
- 8.3 ***Preparation for shutdown:*** Before the authorized or qualified employee turns off or locks out the machinery or equipment he/she will have knowledge of the type and magnitude of all energy sources to the machinery, and the hazards of the energy to be controlled, and the means to control the energy. This will be found in the isolation control procedure for the particular machine or equipment
- 8.4 ***Orderly shutdown:*** The machine or equipment shall be turned off or shut down using the procedures required by the specific energy isolation control procedure found in appendix j of this policy. An orderly shutdown must be utilized to avoid any additional or increased hazards to employees as a result of equipment de-energization. Orderly shutdown at this facility includes having the put the equipment in local control rather than computer control so that the start/stop station controls are activated for the authorized person to use in the "try out" portion of the procedures.
- 8.5 ***Machine or equipment isolation:*** All energy isolating devices that are needed to control the energy to the machine or equipment shall be physically located and operated in such a manner as to isolate the machine or equipment from the energy source(s).
- 8.6 ***Lockout or tagout device application:*** Lockout or tagout devices shall be affixed to each energy source isolating device by authorized or qualified employees. Lockout devices shall be affixed in a manner to that will hold the energy isolating devices in a "safe" or "off" position.
 - 8.6.1 Where tagout devices are used they shall be affixed in such a manner as will clearly indicate that the operation or movement of energy isolating devices from the "safe" or "off" position is prohibited. They will be affixed in such position as to be immediately obvious to anyone attempting to operate the device.
- 8.7 ***Stored energy:*** Following the application of lockout or tagout devices to energy isolating devices, all potentially hazardous stored or residual energy shall be relieved, disconnected, restrained, and otherwise rendered safe. Stored electric energy which might endanger personnel shall be released, by a qualified employee. Capacitors shall be discharged and high capacitance elements shall be short-circuited and grounded, if the

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stored electric energy might endanger personnel. If there is a possibility of reaccumulation of stored energy to a hazardous level, verification of isolation shall be continued until the servicing or maintenance is completed, or until the possibility of such accumulation no longer exists.

- 8.8 Verification of isolation: Prior to starting work on machines or equipment that have been locked or tagged out or both, the authorized employee shall verify that isolation and de-energization of the machine or equipment have been accomplished.
- 8.8.1 After the lockout of the equipment has been accomplished it is necessary that the authorized person attempt to restart the equipment using the start switch located at the equipment. It is necessary that the authorized person first check with the operator to verify that the controls have been made local or this check will not be valid. After using the start switch, and the equipment did not operate, energize the stop switch to prevent inadvertent start-up when re-energized.
- 8.8.2 A qualified employee shall verify that electrical energy has been isolated and de-energized. Qualified personnel will use test equipment to test the circuit elements and electrical parts of equipment to which employees will be exposed and will verify that the circuit elements and equipment parts are de-energized. The tests will also determine if any energized condition exists as a result of inadvertently induced voltage or unrelated voltage backfeed even though specific parts of the circuit have been de-energized and presumed to be safe. If the circuit to be tested is over 600 volts, nominal, the test equipment will be checked for proper operation immediately after the test.
- 8.9 ***Release from lockout and/or tagout:*** Before lockout and/or tagout devices are removed and the energy restored to the machine or equipment, the following steps must be taken by the authorized and/or qualified person(s):
 - 8.9.1 The work area shall be inspected to ensure that non-essential items have been removed and to ensure that machine or equipment components are operationally intact.
 - 8.9.2 The work area will be checked to ensure that all employees have been safely positioned or removed. Before lockout and/or tagout devices are removed and before machines or equipment are energized, affected employees shall be notified that the lockout and/or tagout devices are being or have been removed.
 - 8.9.3 Each lockout or tagout device will be removed from each energy isolating device by the employee who applied the device.
- 9. SPECIAL PROCEDURES FOR WORKING ON OR AROUND ELECTRICAL CIRCUITS AND EQUIPMENT**
 - 9.1 ***De-energizing equipment:*** An assessment will be conducted to determine the specific procedures for de-energizing circuits and equipment before they are de-energized.
 - 9.1.1 The circuits and equipment to be worked on will be disconnected from all selector switches, and interlocks will not be used as the sole means for De-energizing circuits or equipment. Interlocks for electric equipment will not be used as a substitute for lockout and tagging procedures.
 - 9.1.2 Stored electrical energy which might endanger personnel will be released. Capacitors will be discharged and high capacitance elements will be short circuited and grounded, if the

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stored energy might endanger personnel.

- 9.1.3 Stored non-electric devices that could re-energize electric circuit parts will be blocked or relieved to the extent that the circuit parts could not be accidentally energized by the device.
- 9.2 ***Application of locks and tags:*** A "lock and tag" will be placed on each disconnecting means used to de-energize circuits and equipment on which work is performed. The lock will be attached so as to prevent persons from operating the disconnecting means unless they resort to undo force or use of tools.
 - 9.2.1 Each tag will contain a statement prohibiting unauthorized operation of the disconnecting means and removal of the tag.
- 9.3 ***Verification:*** Only qualified persons will operate the equipment operating controls and verify de-energization and cannot be restarted.
 - 9.3.1 Only qualified persons will conduct tests and visual inspections, as necessary, that all tools, electrical jumpers, shorts, grounds, and other such devices have been removed, so that the circuits and equipment can be safely energized.

9.4 ***Release from lockout and tagout:*** Employees exposed to the hazards associated with re-energizing the circuit or equipment will be warned to stay clear of circuits and equipment.

10. GROUP LOCKOUT

- 10.1 When servicing or maintenance is to be performed by a crew, they will each be provided with a lock and tag. An authorized employee will assume responsibility of the entire crew so as to ascertain the exposure status of each group member and ensure continuity of protection.
- 10.2 Each employee will affix a personal lockout or tagout device to a group lockout device lockbox or comparable mechanism when he or she begins work, and shall remove those devices when he or she stops working on the machine or equipment being serviced or maintained.

11. SHIFT OR PERSONNEL CHANGES

- 11.1 If there is a shift or personnel change while machines or equipment is locked out specific procedures have been developed and are to be followed to minimize exposure to hazards from the unexpected energization, start-up of the machine or equipment, or release of stored energy.
- 11.2 The person from the off going shift shall inform the on coming shift of the procedures used to lockout, verify, the purpose of the lockout condition, and any and all potential stored energy. At that time the on coming employee will attach their lock to the energy isolating device and then the off going employee will remove their lock from the energy isolating device.
- 11.3 Should there not be a replacement employee for an off going employee the off going employee shall inform management of the lockout condition and have management put their lock on the machine or equipment following the procedures above.

**CONTRACTOR ORIENTATION FORM
EQUIPMENT LOCKOUT/TAGOUT POLICY**

1. Contracted work assessment
 - a. Work to be performed:
 - b. Does the work require lockout/tagout? (Yes) (No)
 - c. Will there be any exposure of hazardous energy to employees without a lockout/tagout policy? (Yes) (no)
2. If the answer to b and c is "no" then nothing more is required.
3. If the answer to either b or c is "yes" then the following must be completed:
 - a. A review of both on-site Lockout/Tagout procedures and the outside contractor's Lockout/Tagout procedures shall be made.
 - b. This review shall be communicated to the on-site employees. Compliance with the outside contractor procedure shall be enforced if it meets with company approval.
 - c. This compliance shall be conveyed to the outside contractor to ensure his/her employees of the lockout/tagout protection.

Contractor Approval

I have reviewed _____ equipment lockout policy and equipment isolation procedures which pertain to the work to be performed.
I will communicate this information to the employees of the contract service.

(APPROVED BY)

(DATE)

APPROVAL

I have reviewed the contractor's equipment isolation procedures which pertain to the work to be performed. I will communicate this information to the affected site employees'.

(APPROVED BY)

(DATE)

SAMPLE

Lockout/Tagout Procedures

Equipment Name or # _____

Location _____

Available Types of Hazardous Energy (With Magnitude):

- ☐ Electrical (Volts) ☐ Pneumatic (Psi) ☐ Hydraulic(Psi)
☐ Thermal (° Degrees) ☐ Chemical () ☐ Mechanical ()
☐ Gravity ☐ Radiation

List procedures to effectively lockout all hazardous energy to this equipment or Machinery. List these steps in the order which they are to be accomplished.

1. Notify "Affected" and "Other" Employees of Impending Shutdown.

Control Devices	Location of Device	Lockout Devices Needed
------------------------	---------------------------	-------------------------------

WRITTEN BY: _____ DATE: _____

SUPERVISOR WHO CHECKED VALIDITY: _____

<u>Control Devices Needed</u>	<u>Location of Device</u>	<u>Lockout Devices</u>
1. Circuit Breaker	South of Boiler, MCC #2-2-1	Circuit Breaker Device, Lock & Tag
2. Circuit Breaker	South of Boiler, MCC #1-1-4	Circuit Breaker Device, Lock & Tag
3. Water Valve	In Front of Economizer	Chain, Lock & Tag

SAMPLE

Lockout/tagout Procedures

Equipment Name or # Water Heater

Location Warehouse

Available Types of Hazardous Energy (With Magnitude):

☒ Electrical (120 Volts) ☐ Pneumatic (Psi) ☒ Hydraulic(65 Psi)

☒ Thermal (170 ° Degrees) ☒ Chemical (Natural Gas) ☐ Mechanical ()

☐ Gravity ☐ Radiation

List procedures to effectively lockout all hazardous energy to this equipment or Machinery. List these steps in the order which they are to be accomplished.

1. Notify "Affected" and "Other" Employees of Impending Shutdown.

<u>Control Devices Needed</u>	<u>Location of Device</u>	<u>Lockout Devices</u>
1. <u>Circuit Breaker</u>	<u>MCC Box 4, Breaker #22</u>	<u>Circuit Breaker Device,</u> <u>Lock & Tag</u>
2. <u>Hot Water Valve</u>	<u>Above and North of Heater</u>	<u>Chain, Lock & Tag</u>
3. <u>Natural Gas Valve</u>	<u>Along Floor West of Unit</u>	<u>Valve Cover, Lock & Tag</u>
4. <u>Cold Water Valve</u>	<u>Above and East of Unit</u>	<u>Valve Cover, Lock & Tag</u>

WRITTEN BY: I. M. SAFE DATE: 1st time ever

SUPERVISOR WHO CHECKED VALIDITY: I. M. Boss

SAMPLE

SPECIAL SAFETY PRECAUTIONS
FOR HYDRAULIC EQUIPMENT

HYDRAULIC EQUIPMENT AND MACHINERY IS DANGEROUS AND NOT USUALLY FULLY UNDERSTOOD BY MAINTENANCE EMPLOYEES. HYDRAULIC EQUIPMENT MUST BE RESPECTED AND UNDERSTOOD TO PREVENT INJURIES. THE FOLLOWING STEPS WILL ASSIST IN THE PREVENTION OF INJURIES DURING THE MAINTENANCE OF HYDRAULIC EQUIPMENT.

1. Never use your hand to detect leaks in the system. Your skin is not sufficient material to block the flow of liquid under pressure.
2. When working under a lifting device (forks, bucket, crane, etc.) it is important to support the device with blocks, chains, pins and the like to prevent the device from falling if the hydraulic system fails.
3. Ensure when using supports under hydraulic held devices that the supports are rated for the load they will be holding, are in good repair, and have been tested (pneumatic or hydraulic supports).
4. Hydraulic systems contain stored energy even after shutdown. Always bleed off all hydraulic energy after shutdown to dissipate any stored energy. Often this can be done by simply operating all control levers to equalize the pressure.
5. Always use cardboard or metal when checking for leaks, not your hands. A pin hole in a line is not easy to see but can penetrate flesh like a hot knife through melted butter.

Hydraulic oil was not meant to be part of your blood stream. Often this leads to severe infections and, sometimes, amputation.

SAMPLE

Lockout/tagout of Other Pickups and Passenger Cars with Automatic Transmissions

Purpose: The Lockout/Tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down Procedure: Please follow this order

1. Park on dry, level, clean surface.
2. Notify all affected and other employees of impending shutdown.
3. Put transmission in park and set parking brake.
4. Remove the keys.
5. Disconnect battery cables (if working on electrical system).
6. Chock at least two (2) wheels.
7. If it is necessary to jack up the vehicle, use the proper style jack and jack only at the manufacturers approved lifting locations.
8. When vehicle is in position place jack stands under vehicle and lower jack so that vehicle is sitting on stands, no pressure on jack.

Remember: Jacks and Jack Stands Are Always to Be Used, But Never to Be Trusted.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Lockout/Tagout FOR J.L.G. MANLIFT MODEL H33

Purpose: The Lockout/Tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down procedure: Please follow this order

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Park equipment on a clean, dry, level surface.
4. Chock all wheels.
5. Lower boom to floor. **note - no maintenance shall be performed when bucket is elevated off of floor.**
6. Remove the keys (if so equipped)
7. Disconnect the battery cables from terminals (if working on electrical system).
8. Apply lockout tags at the basket and at the control door.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging and raising the boom.
8. Always wear belt and tie off before running equipment.
9. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Lockout/Tagout of All Terrain Forklift, Model Rtc 60

Purpose: The lockout/tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down procedure: Please follow this order:

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Park equipment on a clean, dry, level surface.
4. Set park brake and chock all wheels.
5. Lower boom to floor. If it is necessary to work on the equipment with the boom up then follow these following rules: raise boom high enough to allow the boom lockout bar to be engaged, boom lockout bar is painted bright red and located at the pivot end of the lifting cylinder ram; remove the cotter pin farthest from the cab, pull the cotter pin and allow the bar to pivot gently down until it is on top of the lift cylinder; lower boom until all weight is on the bar and not on the hydraulic cylinder.
6. Remove keys, disconnect battery cables
7. Place tag on steering wheel.
8. Do not climb boom without being tied off.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging and raising the boom.
8. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Lockout/Tagout of Rubber Tired Loader with Articulating Steering, Caterpillar Model #950-b

Purpose: The lockout/tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down procedure: Please follow this order

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Park equipment on a clean, dry, level surface.
4. Set park brake and chock all wheels.
5. Using a second person, locate the steering lockout bar at the center of the pivot on the machine, this rod is painted bright red.
6. Have the second person remove the cotter pin and main pin from the steering lockout bar and swing the bar over to line up with the anchor hole provided, it will be necessary to turn the wheel slightly as to line up the anchor hole and the bar, insure bar is securely pinned.
7. Lower boom to ground. If it is necessary to work on the equipment with the boom up then the boom must be supported by jack stands rated for the amount of weight to be imposed. Lower boom so that all weight is on the jack stands and not on the hydraulic system for the boom.
8. Remove keys and tag out steering wheel.
9. Disconnect battery cables if working on electrical system).

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.

7. Do not forget to remove steering lockout bar as that you can create damage to the equipment if trying to operate with bar locked.
8. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging the boom.
9. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Lockout/Tagout of Case Skid Steer Bucket Loader, Model 1840

Purpose: The lockout/tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down procedure: Please follow this order

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Park equipment on a clean, dry, level surface.
4. Set park brake and chock all wheels.
5. Lower boom to ground. If it is necessary to work on the equipment with the boom up then the boom must be supported by jack stands rated for the amount of weight to be imposed. Lower boom so that all weight is on the jack stands and not on the hydraulic system for the boom.
6. Remove keys and tag out control sticks.
7. Ensure that control sticks are locked into their upright positions.
8. Disconnect battery cables (if working on electrical system).

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging the boom.
8. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Water Heater

Location: Warehouse Closet

Purpose: The Lockout/Tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Energy Sources:

1. Electrical (110 volts)
2. Chemical (Natural Gas)
3. Thermal (Hot Water)
4. Hydraulic (Water Pressure)

Shut down procedure: Please follow this order

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Turn off circuit breaker # In circuit breaker panel #
4. Using a circuit breaker lockout device, Lock and tag - lockout the this breaker.
5. Turn off the natural gas line to the unit using the gas valve on the pipe located along the floor approximately 2 feet west of the unit. Install a valve cover lockout device then lock and tag the device.
6. Turn off the Hot water valve located above and approximately 2 feet east of the unit. Install a valve cover lockout device then lock and tag the device.
7. Turn off the cold water valve located above and approximately 2 feet south of the unit. Install a valve cover lockout device then lock and tag the device.
8. The unit is now ready to be repaired or maintained.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.

4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging the boom.
8. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

**Lockout/Tagout Procedures for
Plug-in Type Machines and Equipment**

SEE NEXT PAGE FOR LISTING OF PLUG TYPE EQUIPMENT AFFECTED

Purpose: The lockout/tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout/tagout procedures for the above named equipment will work on the equipment.

Energy sources: Hazard analysis of this type of equipment shows

1. Electrical (110 volt and 220 volt)

Energy isolation procedure: To begin work

1. Inform all affected employees of shutdown and lockout.
2. Unplug equipment from outlet.
3. If exclusive control cannot be maintained place lockout device over plug, lock, and tag.
4. If equipment has capacitors, discharge.
5. Activate start button to ensure equipment will not start.
6. Using stop mechanism switch equipment to the off position.
7. Verify de-energization with voltmeter if unguarded electrical will be exposed.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Remove lockout devices.
5. Test equipment to ensure that it operates as expected.
6. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Plug in Type of Equipment

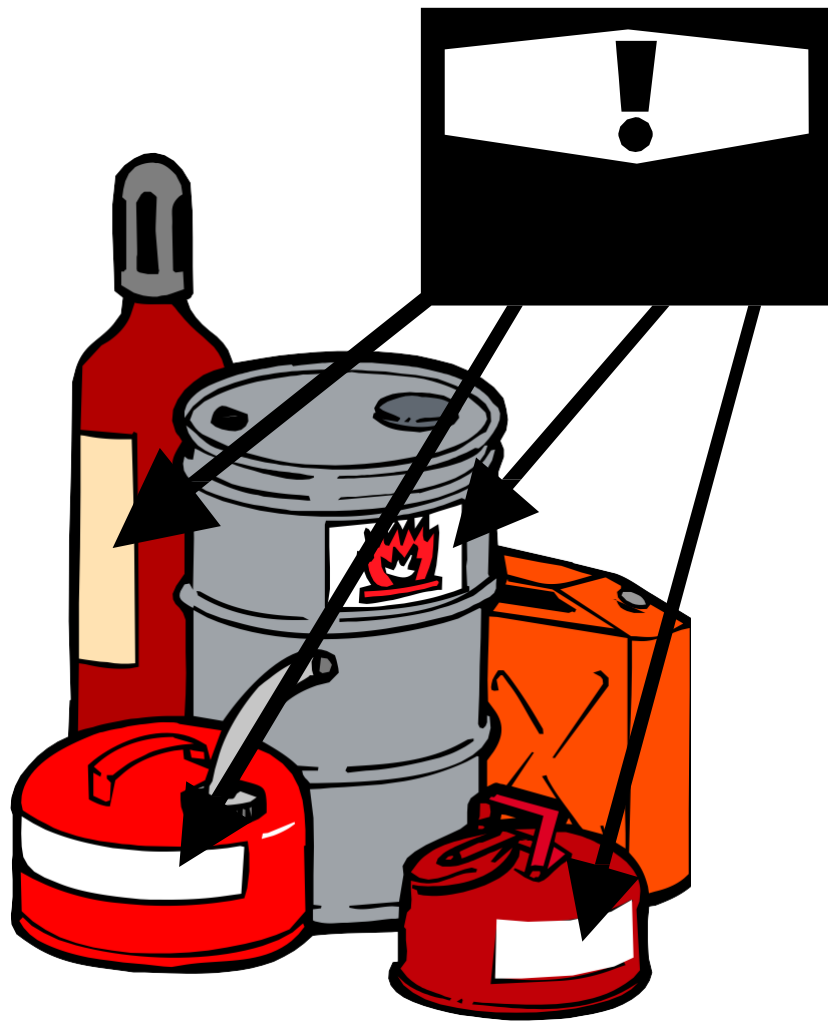
Typewriter
Computer
Printer
Paper Shredder
Copy Machine
Calculator
Space Heater
Water Cooler
Microwave
Refrigerator
Time Clock
Barrel Picker
Red Devil Mixer
Sterling Mixer
Chain Hoists
Safety Kleen Machine

SAMPLE

Breaker Boxes in Production Area

- | | | | |
|------|--|------|------------------------|
| #1. | Blank-disconnected | | |
| #2. | Roller Mill #2 | | |
| #3. | Roller Mill #1 | | |
| #4. | Office Furnace | | |
| #5. | Furnace on South Wall, Production Area | | |
| #6. | Furnace on East Wall, Production Area | | |
| #7. | Lights and Outlets, Main | | |
| #8. | Spare | | |
| #9. | Transformer | | |
| #10. | Breaker Box | | |
| | | | |
| #1. | Hot Water Heater | #2. | Office (Computer Room) |
| #3. | Hot Water Heater | #4. | Blank |
| #5. | Lights, Outlets (Prod.) | #6. | Break Room |
| #7. | Lights, Outlets (Prod.) | #8. | Outlets, S.W.CORNER |
| #9. | Lights, Outlets (Prod.) | #10. | Outlets, Hoist (Prod.) |
| #11. | Water Pump | #12. | E. Wall Hot Plate, |
| #13. | Water Pump | #14. | Mens Restroom |
| #15. | Lights, Storage Room | #16. | Blank |
| #17. | Blank | #18. | Office Lights |
| #19. | Blank | #20. | Blank |
| #21. | Blank | #22. | Blank |
| #23. | Furnace, Storage Room | #24. | Mixer |
| #25. | Furnace, Storage Room | #26. | Mixer |
| #27. | Furnace, Storage Room | #28. | Mixer |
| #29. | Blank | #30. | Blank |
| #31. | Blank | #32. | Blank |
| #33. | Blank | #34. | Blank |
| #35. | Blank | #36. | Blank |
| #37. | Job Mixer | #38. | Blank |
| #39. | Job Mixer | #40. | Blank |
| #41. | Job Mixer | #42. | Blank |

Hazard Communication



HAZARD COMMUNICATION

1. **PURPOSE:** To communicate **Celebrity Coaches of America, Inc.** Hazard Communication Program to all personnel.

1. **OBJECTIVES:**

- a. To protect the health of our employees.
- b. To provide the employees with the necessary information concerning health and physical hazards of the materials used in their operations.
- c. To comply with Title 29 Part 1910.1200, Sub-part Z of the Code of Federal Regulation (CFR): OSHA Hazard Communication.
- d. To include flexibility in the compliance program so that changes can be made to comply with possible state and local Right-To-Know Laws.

2. **SCOPE:** This compliance program will provide information to the employees of **Express Transportation Services** of the chemical products to which they are exposed. It will be accomplished by the following:

- a. Listing of all chemical products on the property.
- b. Appropriate labeling on containers of all chemical materials used.
- c. Making available Material Safety Data Sheets (MSDSs) for all chemical products on the property.
- d. Employee training to recognize and interpret labels, warnings, color coding, signs, etc. that are affixed to containers so that they can properly protect themselves against potential hazards.
- e. Employee training to understand the elements of the MSDSs and to recognize possible risks to health and physical harm.
- f. If any contractor's work with a hazardous material could affect the safety and health of other contractors' employees, **Express Transportation Services** will coordinate the work with the other contractors to ensure the safety and health of all employees. Contractors will be responsible for the safe storage, use, and disposal of all hazardous material brought onsite.
- g. This written Compliance Program will be made available, upon request, to employees, their designated representatives(s), and to all local, state and federal officials who have proper authority.

3. **LISTING OF CHEMICAL PRODUCTS:**

- a. Because we are not a chemical manufacturer, importer or distributor, **Celebrity Coaches of America, Inc.** is not required to assess the hazards or evaluate

chemicals. We will maintain a list of all the chemical products used on site. We will always evaluate to the best of our ability the potential health exposure of a particular chemical product before we decide to use it.

- b. We will provide a system under which Purchasing will obtain MSDSs from all suppliers of chemical products. This system would include the following:
 - i. Sending form letters to suppliers requesting information/MSDSs.
 - ii. A flagging system to ensure that MSDSs are received and kept current.
 - iii. Maintenance of MSDS files that is available to employees, their representatives, local jurisdictional authorities and health or medical officers as required by the regulations. MSDSs for all hazardous materials will be submitted to **Express Transportation Services** prior to their arrival on site.
 - iv. A purchase requisition noting that the proper labels are either to be attached to all containers received, or to be sent with the order, and that the supplier certifies that all MSDSs and labels comply with the standard.
- c. A master list of hazardous chemicals will be maintained for reference. This list will be expanded as new chemicals are ordered and/or received. All new chemical products will be appropriately labeled, and a MSDS obtained before receiving material at **Express Transportation Services**.

4. **LABELS:**

- a. Material received at **Celebrity Coaches of America, Inc.** will be properly labeled. If labels are not provided, we will contact the supplier to get the specific labels. Information contained on labels must not conflict with federal, state or local laws and/or regulations in labeling requirements. These labels will provide the following information:
 - i. Identity of the chemical products or substance in the container;
 - ii. Hazard warnings; and
 - iii. Name and address of the manufacturer or other responsible party.
- b. The labels must not be removed and will be replaced if illegible.
- c. All containers of chemical products, including laboratory bottles, solvent cans and dispensers must be labeled. For smaller containers (less than one gallon or 3.7 liters), labels must be consistent with the standards that are specified above. Only those chemicals that can be classified as "immediate use", which means that the hazardous chemicals under control of and used only by the person who transfers it from the labeled container and only within the work shift in which it is transferred, are exempt from the labeling procedures as described above.
- d. In storage areas where similar chemical products are stored, we will post signs or placards to identify the material and transmit the required information in lieu of individual container labels.

- e. If any materials are to be transferred from a storage tank or container through a pipeline, labels with the required information will be affixed to the line at the discharge point (valve). [Although the law does not require this, it makes sense to provide this.]
 - f. In those cases where a chemical product, other than that specified on the container label, is placed in the container, we must re-label the container to accurately reflect the hazards of the chemical product that has been substituted.
5. **TRAINING:** All employees in the regulated areas will receive training in the handling of chemical products. There will be an annual review of the training program, and a list of each employee's training schedule will be maintained. The training program will provide instruction in the following areas:
- a. The requirements of the Hazard Communications Program;
 - b. The operations of the work area where chemical products are present, including both routine and non-routine jobs;
 - c. The location and availability of the MSDSs;
 - d. Interpretation of MSDSs data and of the labeling system;
 - e. Methods and observation that the employee may use to detect the presence or accidental release or spill of chemical products in the work area;
 - f. Measure(s) that employees can take to protect themselves from these hazards (i.e., work practices, personal protective equipment, and emergency procedures); and
 - g. When a new employee is assigned or transferred to a work area in which chemical products are used, his or her orientation will include all of the above training elements, as well as all specific safety and health training required. Contractors, vendors and service personnel who have employees assigned to work on our premises in areas where potential exposure to chemical products exist must be informed of chemical hazards, availability of MSDSs and appropriate protective measures.
6. **HEALTH, SAFETY AND EMERGENCY PROCEDURES:**
- a. To ensure that sufficient and required information is available and accessible during emergencies, or in the event of a spill in the work area, or beyond the property line of **Express Transportation Services**, the following information will be available to local health and jurisdictional authorities if requested or required:
 - i. MSDSs;
 - ii. The location of stored chemical products if the amount is equal to 30 gallons or 300 pounds or more;
 - iii. Special procedures for spill control and/or clean-up for specific chemical

substances;

- iv. The health hazards, including symptoms of exposure and/or any recognizable medical conditions; and
- v. Environmental hazards, to air and/or water, that may result from the release of specific quantities of chemical substance(s).



Material Safety Data Sheet

May be used to comply with
OSHA's Hazard Communication Standard,
29 CFR 1910.1200. Standard must be
consulted for specific requirements.

U.S. Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form)

Form Approved

OMB No. 1218-0072

IDENTITY (*As Used on Label and List*)

Note: Blank spaces are not permitted. If any item is
not applicable, or no information is available, the
space must be marked to indicate that.

Section I

Manufacturer's Name	Emergency Telephone Number
Address (<i>Number, Street, City, State, and ZIP Code</i>)	Telephone Number for Information
	Date Prepared
	Signature of Preparer (<i>optional</i>)

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	%(<i>optional</i>)

Section III - Physical/Chemical Characteristics

Boiling Point		Specific Gravity (H ₂ O = 1)	
Vapor Pressure (mm Hg.)		Melting Point	
Vapor Density (AIR = 1)		Evaporation Rate (Butyl Acetate = 1)	
Solubility in Water			
Appearance and Odor			

Section IV - Fire and Explosion Hazard Data

Flash Point (Method Used)	Flammable Limits	LEL	UEL
Extinguishing Media			
Special Fire Fighting Procedures			

Unusual Fire and Explosion Hazards

(Reproduce locally)

OSHA 174, Sept. 1985

Section V - Reactivity Data

Stability	Unstable		Conditions to Avoid
	Stable		
Incompatibility (<i>Materials to Avoid</i>)			
Hazardous Decomposition or Byproducts			
Hazardous Polymerization	May Occur		Conditions to Avoid
	Will Not Occur		

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation?	Skin?	Ingestion?
Health Hazards (<i>Acute and Chronic</i>)			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?

Signs and Symptoms of Exposure
Medical Conditions Generally Aggravated by Exposure
Emergency and First Aid Procedures

Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled
Waste Disposal Method
Precautions to Be taken in Handling and Storing
Other Precautions

Section VIII - Control Measures

Respiratory Protection (<i>Specify Type</i>)		
Ventilation	Local Exhaust	Special
	Mechanical (<i>General</i>)	Other

Protective Gloves	Eye Protection	
Other Protective Clothing or Equipment		
Work/Hygienic Practices		

Forms & Checklist's



[illegible]

Attachment I

OFFICE SAFETY CHECKLIST

Office safety inspections generally uncover conditions which can cause injuries and or fires. The following list could be used as a guide to making an inspection in your office area. If there are other hazards not found on this list, you might jot them down to remind the person and/or persons making the inspection of the possible hazard.

Office Safety Checklist			
	Condition	Yes	No
1	Are the floors always clean of litter and/or spilled liquid?		
2	Are floor surfaces chipped and uneven; does carpeting show worn spots or holes?		
3	Are aisles and walkways free of boxes, wastebaskets, chairs and other obstacles that impede traffic?		
4	Are electric and telephone cords placed where they might trip a passersby?		
5	Do electrical cords look frayed? Are they draped over hot pipes, bent around hooks or sharp edges or are they stepped on?		
6	Are poorly-made or flimsy extension cords in use?		
7	Are all appliances connected with three-pronged plugs?		
8	Are electric outlet boxes or bonnets on the floor exposed so that they pose a tripping hazard?		
9	Are employees allowed to stand on chairs, decks, boxes, drawers or other improvised ladders?		
10	Is the paper cutter placed in a safe location where there is enough safe room to work?		
11	Are employees still using spike files or pencil holders with pencil points up?		
12	Is machinery turned off when not in use?		
13	Do employees wear dangling jewelry or floppy clothing around moving machinery (rotating machines, shredders)?		
14	Are razor blades or pins mixed in with paper clips?		
15	Are employees allowed to lean way back in chairs with feet up on the desks?		

Attachment J

Office Safety Checklist			
16	Do employees put tops on cups of coffee or other liquids while carrying them throughout the office (to avoid spills)?		
17	Do employees run in the office?		
18	Are scissors properly stored; do they have rounded points?		
19	Are desk or file drawers left open?		
20	Are files, lockers, cabinets and bookcases bolted securely?		
21	Is more than one file drawer usually opened at once?		
22	Are files top-heavy, with empty drawers at the bottom and full drawers on top?		
23	Are transparent glass doors marked so they can be seen?		
24	Are boxes, papers and books stored on top of files, storage cabinets and window sills?		
25	Are floors painted or marked under the swing of solid doors to indicate the striking radius?		
26	Must employees step up or down while going through a doorway? If so, is a warning sign posted and steps painted a caution color?		
27	Do self-closing doors have too much spring tension?		
28	Are fire exits clearly marked and free of obstruction?		
29	Are fire extinguisher locations marked (usually at ceiling height on the wall) so they are visible from a distance?		
30	Have fire extinguishers been inspected recently?		
31	Are both A & B-C extinguishers readily available where necessary		
32	Do all employees know the locations of exits, alarms and extinguishers?		
33	Are non-flammable fluids used, when possible?		
34	Are flammable fluids properly stored in safety cans and approved safety cabinets? (i.e., toner, cleaning supplies)		
35	Are emergency numbers posted for the doctor, fire department and ambulance?		
36	Are fire drills conducted frequently, semi-annually?		

Attachment K

Office Safety Checklist			
37	Are ashtrays available for visitors as well as employees?		
38	Are combustibles stored near machinery or heat sources?		
39	Are sprinklers, fire detectors and hoses clean and in good order?		
40	Are all accidents promptly reported?		
41	Are adequate first aid supplies on hand?		
42	Is there a trained first aid provider available? Do employees know who their first aid providers are?		
43	Are company parking lots well lighted and clearly marked and generally free of tripping hazards?		

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are work areas clean?	.22(a)
	Is housekeeping maintained?	.22(a)
	Are floor openings and floor holes protected?	0.23
	Is temporary wiring in use?	.305(a)(2)
	Are all portable tools properly grounded?	.304(f)
	Are all outlets grounded?	.304(f)
	Are there missing covers on electrical fuse and outlet boxes?	.305(b)(2)
	Are there properly trained first aid personnel and first aid supplies available?	0.151

Attachment M

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are accident records being kept on OSHA Forms 200/300?	1904.2 & 1904.4
	Are building exits adequate?	.36 & .37
	Are exits properly marked?	.36 & .37
	Does lighting on exit signs conform to government standards? (5 foot candles)	.37(q)(6)
	Are exits blocked?	.36 & .37
	Are industrial trucks (forklifts) equipped with horn, overhead guard, and a capacity sign?	.178(a)(5),(e)(1), (m)(9), & (n)(4)
	Are all exposures from dust, fumes, etc., controlled?	.94,.1000

SAFETY CHECKLIST		
Check	Question	Part 1910
	Is local ventilation good?	0.94
	Is personal protective equipment provided and used?	0.132
	Are flammable materials being stored in approved cans and cabinets?	.106(d)(2) & (3)
	Are materials being properly handled?	0.176
	Is the OSHA poster properly displayed?	1903.2
	Are separate lunch rooms provided when toxic materials are present?	.141(g)(2)
	Are approved type guards installed at point of operations?	.212(a)(3)(ii)
	Are gears, pulleys, conveyors and chains properly guarded?	.219(d)

	Are special hand tools being used for placing and removing materials from machines.	.212(a)(3)(iii)
	Are guards provided over foot treadles?	.217(b)(4)(I)
	Are machines firmly anchored to prevent moving?	.212(b)
	Are only authorized and trained personnel permitted to use welding, cutting, or brazing equipment?	
	Does each operator have a copy of the appropriate operating instructions and are they directed to follow them?	
	Are compressed gas cylinders regularly examined for obvious signs of defects, deep resting, or leakage?	
	Is care used in the handling and storage of cylinders, safety valves, relief valves, etc., to prevent damage?	
	Are precautions taken to prevent the mixture of air or oxygen with flammable gases, except at a burner or in a standard torch?	.253(a)
	Are cylinders kept away from sources of heat?	0.252

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are signs reading “DANGER NO SMOKING, MATCHES, OR OPEN LIGHTS’ or the equivalent, posted?	0.252
	Are provisions made to never crack a fuel-gas cylinder valve near sources of ignition?	
	Before a regulator is removed, is the valve closed and gas released from the regulator?	
	Is red used to identify the acetylene (and other fuel-gas) hose, green for oxygen hose, and black for inert gas and air hose?	
	Are pressure-reducing regulators used only for the gas and pressures for which they are intended?	
	Is grounding of the machine frame and safety ground connections of portable machines checked periodically?	
	Are only approved apparatus (torches, regulators, pressure-reducing valves, acetylene generators, manifolds) used?	

Attachment Q

SAFETY CHECKLIST		
Check	Question	Part 1910
	Is it prohibited to use cylinders as rollers or supports?	
	Are empty cylinders appropriately marked and their valves closed?	
	Is a check made for adequate ventilation in and where welding or cutting is performed?	
	Are protective goggles or face shields provided and worn where there is any danger of flying particles or corrosive materials?	0.133
	Are approved safety glasses required to be worn at all times in areas where there is a risk of eye injuries such as punctures, abrasions, contusions, or burns?	0.133
	Are protective gloves, aprons, shields, or other means provided against cuts, corrosive liquids, and chemicals?	0.132

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are employees who need corrective lenses (glasses or contacts) in working environments having harmful exposures required to wear only approved safety glasses, protective goggles, or use other medically approved precautionary procedures?	.133(a)(3)
	Is it required that eye protection helmets, hand shields, and goggles meet appropriate standards?	
	Are employees exposed to the hazards created by welding, cutting, or brazing operations protected with personal protective equipment and clothing?	
	If the welding creates hazardous air emissions, is the welding area appropriately marked to indicate this?	.1200(f)
	Are all fire extinguishers accessible, and their locations clearly designated?	0.157
	Are all fire extinguishers inspected and recharged regularly, and noted on the inspection tag?	0.157

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are cylinders legibly marked to identify the gas contained in them?	
	Are compressed gas cylinders stored in areas away from heat sources?	
	Are cylinders stored in a manner to prevent them creating a hazard by tipping, falling, or rolling?	
	Are all valves closed off before a cylinder is moved, when the cylinder is empty, and at the completion of each job?	
	Are low pressure fuel-gas cylinders checked periodically for corrosion, general distortion, cracks, or any other defect that might indicate a weakness or render it unfit for service?	
	If welding gases are stored, are oxygen and acetylene separated by a 5 foot non-combustible barrier?	.253(b)(4)

SAFETY & FIRE INSPECTION CHECKLIST

Facility/ Jobsite _____

Department _____

Inspector _____

Date _____

This list is intended to identify general safety hazards for correction. Inspections shall indicate compliance with the Company, OSHA, DOT requirements.

HAZARD

YES NO

1. FIRE PROTECTION
 - ☐ ☐ a. Extinguishers - check
 - ☐ ☐ 1. Extinguisher seal intact
 - ☐ ☐ 2. Gauge in operating range
 - ☐ ☐ 3. In place, accessible,
 - ☐ ☐ 4. Sign extinguisher tag or log
 - ☐ ☐ b. Stored mat'l - 18' clear to
 - ☐ ☐ c. Exits, signs, routes
 - ☐ ☐ d. Clearance to heating devices
 - ☐ ☐ e. _____
2. FLAMMABLE LIQUIDS/MAT'LS
 - ☐ ☐ a. Properly stored, safety cans
 - ☐ ☐ b. Grounded dispensing/storage
 - ☐ ☐ c. Safety valves, bungs on barrels
 - ☐ ☐ d. Storage, paints, thinners,
 - ☐ ☐ e. Proper disposal of oily rags
 - ☐ ☐ f. _____
3. HEALTH, ENVIRONMENTAL SERVICES
 - ☐ ☐ a. First-aid kits, equipment
 - ☐ ☐ b. Sinks, toilet, restroom
 - ☐ ☐ c. Drinking water
 - ☐ ☐ d. Gas, dust, fume, noise
 - ☐ ☐ e. Illumination, ventilation
 - ☐ ☐ f. Microwave emission danger
 - ☐ ☐ g. Toxic, harmful material
 - ☐ ☐ h. Trash, waste container,
 - ☐ ☐ i. _____
4. PERSONAL PROTECTIVE EQUIPMENT
 - ☐ ☐ a. Head protection, (hard hat)
 - ☐ ☐ b. Eye-face protection
 - ☐ ☐ c. Foot protection, (steel toe)
 - ☐ ☐ d. Protective clothing, gloves
 - ☐ ☐ e. Respirators
 - ☐ ☐ f. Safety belts, life lines
 - ☐ ☐ i. _____
5. HOUSEKEEPING
 - ☐ ☐ a. Clear aisles, floors
 - ☐ ☐ b. Material, equipment storage
 - ☐ ☐ c. Scrap in container, removal
 - ☐ ☐ d. Drainage, spill cleanup
 - ☐ ☐ e. Access, egress clear marked
 - ☐ ☐ f. Files, furniture
 - ☐ ☐ g. _____

HAZARD

YES NO

6. WALK-WORK AREAS
 - ☐ ☐ a. Floors, doors
 - ☐ ☐ b. Openings guarded or covered
 - ☐ ☐ c. Ladders - condition/use
 - ☐ ☐ d. Scaffold, platforms - guardrails
 - ☐ ☐ e. _____
7. TOOLS-CONDITION, STORAGE
 - ☐ ☐ a. Hand/power tools (air, gas,
 - ☐ ☐ b. Guard in place
 - ☐ ☐ c. Jacks, hoists (portable)
 - ☐ ☐ d. Blades, grinding wheels
 - ☐ ☐ e. Plugs/grounds
 - ☐ ☐ f. Air hoses
 - ☐ ☐ g. _____
8. HEAVY EQUIPMENT,
 - ☐ ☐ a. Stored cylinders secured
 - ☐ ☐ b. Valve caps on if not in use
 - ☐ ☐ c. Properly labeled
 - ☐ ☐ d. Oxygen, acetylene separated
 - ☐ ☐ e. Fire extinguisher in place
 - ☐ ☐ f. _____

- ☐ ☐ a. Back-up alarms
- ☐ ☐ b. Lights & flashers
- ☐ ☐ c. Windshield Wipers
- ☐ ☐ d. Seat belts
- ☐ ☐ e. Emergency brake
- ☐ ☐ f. Tires
- ☐ ☐ g. Windshields & windows
- ☐ ☐ h. Oil, fuel, hydro leaks
- ☐ ☐ i. Fire extinguisher
- ☐ ☐ j. First-aid kit
- ☐ ☐ k. _____
9. COMPRESSED GAS
 - ☐ ☐ a. Personal protective equipment,
10. WELDING AND CUTTING
 - ☐ ☐ a. Personal protective equipment,

☐ ☐ b. Fuel-gas cylinder use	☐ ☐ e. Ventilation	☐ ☐ g. Combustible material within 10
☐ ☐ c. Screens around arc-welding	☐ ☐ f. Flammable material within 25	
☐ ☐ d. Fire prevention measures		☐ ☐ h. _____

class=Section5>

HAZARD

YES	NO
11.	TRENCHING, EXCAVATION
☐ ☐	a. Shoring, sloping
☐ ☐	b. Entry, exit means, barricades
☐ ☐	c. Personal protection
☐ ☐	d. _____
12.	ELECTRICAL
☐ ☐	a. Panelboard covers closed
☐ ☐	b. Switches marked
☐ ☐	c. Cords, temporary lines
☐ ☐	1. Clear of traffic
☐ ☐	2. Condition, connections
☐ ☐	d. Grounds on tools, equipment
☐ ☐	e. _____
13.	SIGNS, SIGNALS, BARRICADES
☐ ☐	a. Danger, regulatory, warning signs
☐ ☐	b. Crane, hoist signal charts posted
☐ ☐	c. Bulletin, poster boards
☐ ☐	d. _____
14.	WORK PRACTICES
☐ ☐	a. Clothing, protective equipment
☐ ☐	b. Personal protection
☐ ☐	c. Dangerous surface/area
☐ ☐	d. Shoring, lockout/tagout, confined space procedure in place (if
☐ ☐	e. _____
15.	OTHER
☐ ☐	a. _____
☐ ☐	b. _____
☐ ☐	c. _____

applicable)

INSTRUCTIONS: If any item does not apply to your area leave YES/NO blocks(s) blank. If a hazard is noted, write equipment #, type of equipment and/or exact description of hazard on black line provided in each section. Make a 2 copies and send the original and 1 copy, to the Safety Director/Coordinator unless a hazard is noted. In this case retain the copy until the hazard has been corrected. Write in correction made in space provided and send to the Safety Director/coordinator. Hazards must be correction within 24 hours. The last copy is to be retained in your file

Attachment F

Describe Corrective Action Taken:

SAFETY MEETING SIGN-IN

Due to OSHA Regulations, this sheet must be signed by all persons attending and kept as documentation in job site files.

Date:

Time:

Project/Job Number:

Topic Covered:

Brief Narrative of Topic:

Person Conducting Meeting:

Title:

PERSONS ATTENDING

AUTHORIZED OPERATOR

LIFT TRUCK AND OTHER POWERED INDUSTRIAL EQUIPMENT

I have received training in the proper operation and use of lift trucks.

My supervisor, _____ has explained to me

(Supervisor signature)

that failure to operate the lift truck safely and properly, as directed, may result
in disciplinary action.

Print Employee Name _____ Date _____

Employee Signature _____

Signature of Instructor _____

SEND SIGNED COPIES TO THE SAFETY DEPARTMENT

SAFETY VIOLATION NOTICE

Date: _____

Employee's Name: _____ was contacted today regarding the following safety violation:

The employee's explanation of his/her behavior is the following:

I (the employee) understand that safety rules and practices are necessary to reduce accidents and injuries on the job. Safe behavior on the job not only protects myself, but my fellow workers as well. It is also understood that my employer, by law, must impose disciplinary procedures, which could include termination.

Signed: _____
(Employee)

This form is to be filled out by the manager/supervisor and the employee. The form will be maintained in the employee's personnel file for two years.

_____ Counseling/Retraining _____ Written Reprimand _____ Suspension
_____ Termination

Date: _____

Supervisor: _____
(Signature)

SAFETY ORIENTATION CHECKLIST

Attachment 10

It is required that the Safety Coordinator or Supervisor thoroughly instructs each employee in the safety requirements of his/her job. New employees will be given this instruction prior to beginning their first shift. Transferred employees will be given instruction upon entrance to new work area. All employees will receive periodic re-training. This checklist will be placed in the employee's personnel file. Items 1-16 are required of all employees, 17-34 are specific to only certain jobs.

Employee's Name: _____

Department: _____ Job Class/Title: _____

New employee: D Yes D No Date of Hire: _____ Date of Orientation: _____

	Topic	Trainer	Employee	Date
1.	Review of written safety program.	_____	_____	_____
2.	Location of written safety program.	_____	_____	_____
3.	Received, Read, Understand and signed copy of General Safety Rules.	_____	_____	_____
4.	OSHA Brochure and/or Video, "Workplace Safety: Your Rights and Responsibilities".	_____	_____	_____
5.	Procedures for reporting Injuries / Illnesses.	_____	_____	_____
6.	Where to obtain First Aid / Medical care.	_____	_____	_____
7.	Emergency Action Plan: Fire, Tornado, Severe Storm, Earthquake, Power Outage, etc..	_____	_____	_____
8.	Fire Prevention / Protection Plan.	_____	_____	_____
9.	Location and use of Fire Extinguishers (training).	_____	_____	_____
10.	Employee Rights of Access to Medical and Exposure Records.	_____	_____	_____
11.	Hazard Communication (Understanding MSDS's) training.	_____	_____	_____
12.	Personal Protective Equipment Hazard Assessment and	_____	_____	_____
	D Eye and Face Protection	_____	_____	_____
	D Foot Protection	_____	_____	_____
	D Hand and Arm Protection	_____	_____	_____
	D Head Protection	_____	_____	_____
	D Other PPE _____	_____	_____	_____
13.	Sign and Tag Awareness (Facilities Markings)	_____	_____	_____
14.	Lockout / Tagout Training	_____	_____	_____
15.	Housekeeping Requirements	_____	_____	_____
16.	Eye Wash Station Locations and Use	_____	_____	_____

17.	Drug and Alcohol Testing program:			
	D Random,	_____	_____	_____
	D Reasonable Suspicion,	_____	_____	_____
	D Post-Accident	_____	_____	_____
18.	Respiratory Protection	_____	_____	_____
19.	Ladder Use and Care	_____	_____	_____
20.	Hearing Conservation / Noise Abatement	_____	_____	_____
21.	Flammables / Combustibles Safety	_____	_____	_____
22.	Compressed Gas Safety	_____	_____	_____
23.	Powered Industrial Truck Operator (Forklift)	_____	_____	_____
24.	Overhead Crane Safety	_____	_____	_____
25.	Abrasive Wheel Safety	_____	_____	_____
26.	Hand and Power Tool Safety	_____	_____	_____
27.	Machine Guarding Safety	_____	_____	_____
28.	Welding Safety	_____	_____	_____
29.	Basic Electrical Safety	_____	_____	_____
30.	Asbestos Safety	_____	_____	_____
31.	Bloodborne Pathogens Safety	_____	_____	_____
32.	Workplace Violence Safety	_____	_____	_____
33.	Sexual Harassment	_____	_____	_____
34.	Job Task Specific Training:			
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

I have been given the Safety Requirement instruction in the items checked above. I understand that, in order to perform my job safely, I must follow all Safety Policies and Procedures, wear the Personal Protective Equipment which is required of me and report immediately any accidents / injuries or unsafe conditions to my supervisor.

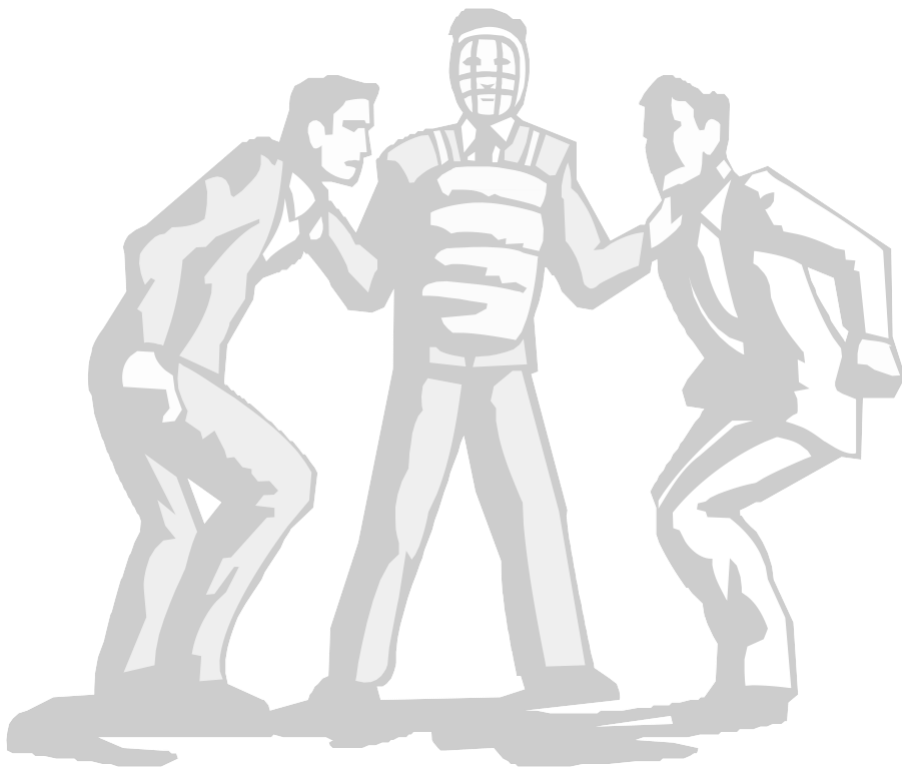
(Employee Signature)

(Date)

(Safety Coordinator / Supervisor)

(Date)

Standards of Conduct



STANDARDS OF CONDUCT

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with **Express Transportation Services**, you have a responsibility to **Express Transportation Services** and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is to be certain that you understand what conduct is expected and necessary.

1. **UNACCEPTABLE ACTIVITIES:** Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of your fellow employees.
 - a. Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning.
 - i. Willful violation of any rule or policy; any deliberate action that is extreme in nature and is obviously detrimental to **Express Transportation Services**'s effort to operate efficiently.
 - ii. Willful violation of security or safety rules or failure to observe safety rules or safety practices; failure to wear required safety equipment; and/or tampering with **Express Transportation Services** equipment or safety equipment.
 - iii. Negligence or any careless action which endangers the life or safety of another person.
 - iv. Being intoxicated or under the influence of a controlled substance while at work; use of possession or sale of a controlled substance while at work, except medications prescribed by a physician which do not impair work performance.
 - v. Unauthorized possession of dangerous or illegal firearms, weapons or explosives while at work.
 - vi. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone while at work or when representing **Express Transportation Services**. Fighting, horseplay or provoking a fight during working hours or negligent damage of property.
 - vii. Insubordination or refusing to obey instructions and refusal to help out on a special assignment.
 - viii. Threatening, intimidating or coercing a member of the public or fellow employees on or off the premises — at any time, for any purpose. Conduct in public that could be interpreted as detrimental to the reputation of **Express Transportation Services** including rude or inappropriate treatment of a customer.
 - ix. Engaging in any act of sabotage; willfully or with gross negligence

Express Transportation Services

- causing the destruction or damage of property, or the property of fellow employees, contractors, visitors, or the general public in any manner.
- x. Theft of **Express Transportation Services** property or the property of fellow employees; unauthorized possession or removal of any property, including documents, from the premises without prior permission from management; unauthorized use of equipment or property for personal reasons; or using equipment for profit.
- xi. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying a reason for a leave of absence or other data requested by **Express Transportation Services**; alteration of records or other documents.
- xii. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- xiii. Immoral conduct or indecency on **Express Transportation Services** property.
- xiv. Conducting a lottery or gambling on **Express Transportation Services** premises.
- b. Occurrences of any of the following activities, as well as violations of any rules or policies, may be subject to progressive discipline or immediate dismissal. This list is not all-inclusive and is not intended to refer to all possible infractions. It is provided as a reference source of the most common disciplinary situations that occur.
 - i. Unsatisfactory or careless work; failure to meet quality standards as explained to you; mistakes due to carelessness or failure to get necessary instructions.
 - ii. Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
 - iii. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval; stopping work before time specified for such purposes.
 - iv. Sleeping on the job, loitering or loafing during working hours.
 - v. Excessive use of the telephone or fax machine for personal communication.
 - vi. Leaving your work location during your work hours without permission, except to use the rest room.
 - vii. Smoking in restricted areas.
 - viii. Creating or contributing to unsanitary conditions.
 - ix. Failure to report an absence or late arrival; excessive absence or lateness.
 - x. Obscene or abusive language toward any employee or customer, or **Express Transportation Services** Official; indifference or rudeness

Express Transportation Services

- toward a customer or fellow employee; any disorderly/antagonistic conduct on the premises or work site.
 - xi. Speeding or careless driving of any **Express Transportation Services** vehicles.
 - xii. Failure to immediately report damage to, or an accident involving **Express Transportation Services** equipment.
 - xiii. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on the premises or work site.
 - xiv. Failure to maintain a neat and clean appearance in terms of the standards established by the company; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
 - xv. Failure to use your timecard; alteration of your own timecard or records or attendance documents; altering another employee's timecard or records, or causing someone to alter your timecard or records.
2. **REPORTING ALLEGED WORKPLACE VIOLENCE:** You are responsible for immediately notifying your supervisor or company official if there is potential for a conflict.
3. **PROGRESSIVE DISCIPLINE:** Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:
- a. **Oral Warnings** — Oral warnings will be documented. **Celebrity Coaches of America, Inc.** will be advised of all oral warnings. Oral warnings will include a discussion by the supervisor with the employee on ways to correct the deficiency. Oral warnings will include notice that repeating the deficiency with a specified period of time (i.e., 90 days) will result in more severe disciplinary action.
 - b. **Written Warnings** — Written warnings will include the reasons for the administration's dissatisfaction and any support evidence. Written warnings usually follow an oral warning for the same offense, but may be used as the first step in the disciplinary process if the supervisor feels that the unacceptable performance or action warrants it. Written warnings will include notice that repeating the deficiency will result in more severe disciplinary action. You will have an opportunity defend your actions and rebut the opinion of your supervisor at the time the warning is issued by preparing a written statement.
 - c. **Probation** — Probation will be for a specified period of time, in writing. It will usually follow a written warning for same offense, but may be used as the first step in the disciplinary process if the supervisor feels that the unacceptable performance or action warrants it. Probation must be approved by **Express Transportation Services** before it is executed with the employee. Probation will

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include a discussion by the supervisor on ways to correct deficiency. It will include notice that repeating the deficiency during the specified period of time may result in dismissal. You will have an opportunity to defend your actions and rebut the opinion of your supervisor at the time the probation is issued by preparing a written statement.

- d. ***Dismissal*** — Prior to dismissal the supervisor will ensure that all pertinent facts are carefully reviewed. Dismissal usually follows probation for the same offense, but may be used at the first step in the disciplinary process if the supervisor feels that the unacceptable performance or action warrants it.
4. **DISMISSAL:** If your performance is unsatisfactory due to lack of ability, failure to abide by **Celebrity Coaches of America, Inc.** rules or policy, or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory change does not occur, you may be dismissed. Some incidents may result in immediate dismissal.

Emergency Action Plan

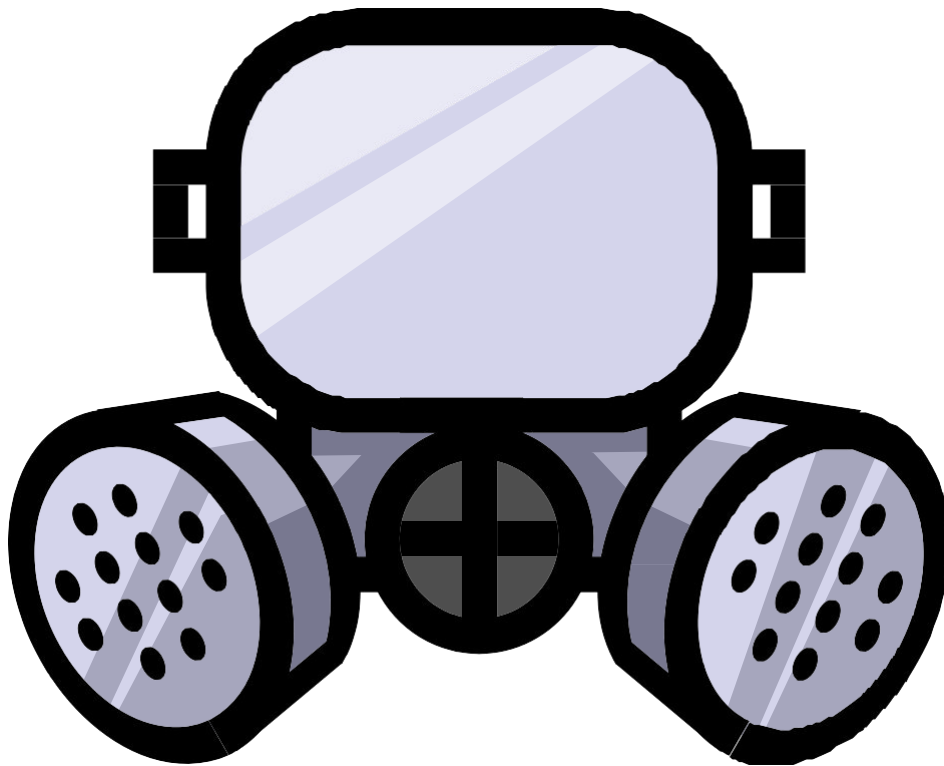


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EQUIPMENT SHUTDOWN PROCEDURES..... 20

Appendices

- Appendix A - Routes of Evacuation
- Appendix B - (Reserved for Maps & Drawing of Facility)
- Appendix C - Job Site Supervisors
- Appendix D - Emergency Phone Numbers
- Appendix E - Fire Extinguisher Locations

Supporting documents

- The Crisis Management Team
- Crisis Manager - Profile
- Communications Officer - Profile
- Public Relations Officer - Profile
- Engineering Officer - Profile
- Personnel Officer - Profile
- Security Officer - Profile
- Site Safety Officer - Profile

This plan was completed in **March 2009** with information as current and as reliable as was available at the time. It shall be the responsibility of the plant safety committee to update and correct this plan as often as necessary

9/14/2009

EMERGENCY ACTION PLANS

STATEMENT OF POLICY:

The following is a statement of policy in order to assure the safety of the employees at the facility, and to prepare the facility to deal effectively with emergency situations. The following policy, procedure, and instructions are published for emergencies or disasters listed below. The definition of disaster, as used in this document is: a great sudden misfortune with the potential for loss of life, serious injury, or property loss. This plan discusses disaster planning, procedures to be followed, drills or "practices" to be followed, and prevention for situations such as the following:

1. Fire
2. Hazardous Chemical Releases or Spills
3. Bomb Threat
4. Tornado
5. Work Place Violence

We are implementing this plan, not because we anticipate emergency situations arising, but because we recognize that even the safest environments have emergencies "thrust upon them". We care enough about our employees, our visitors and the community around us to prepare to minimize the effects of an emergency on them, should one arise. We have and will continue to consult with our employees in reference to process safety of hazardous chemicals.

GENERAL RESPONSE:

- A. Evacuation of employees from threatened or affected areas
- B. Evacuate to _____ for a personnel accounting of all employees. Remain out of the way of emergency response personnel.
- C. In the case of tornado or severe storm, egress to either the _____ OR
_____ OR

Determine the location nearest your work position at the time of the arising emergency and egress to that location immediately.

D. Quickly and quietly account for all employees and report to incident commander (highest ranking official present) the results of your accounting.

DISTRIBUTION AND TRAINING:

All employees shall be given a copy of this policy and procedure, should they request it.

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This policy and procedure shall be posted in locations accessible to all employees for use in case of need. All employees shall receive training to ensure they fully understand the policies and procedures contained herein and can carry out these instructions.

All new employees will receive a copy of this policy and procedure at the time of hire and will be trained to ensure the new employee is knowledgeable and capable of carrying out the policies and procedures contained herein.

Annual training and drills shall be performed.

EVACUATION ROUTE GENERAL REQUIREMENTS:

1. All exit doorways shall remain unlocked and free of obstruction at all times when there are employees occupying the facility.
2. Each route of egress shall be continuously maintained free of obstruction.
3. Every exit shall be clearly visible or the route to reach it shall be conspicuously indicated in such manner that every occupant will readily know the direction of escape from any point, and each path of escape, in its entirety, shall be so arranged and marked that the way to a place of safety outside is unmistakable. Exit signs shall have the word "exit" in letters six (6) inches high and the strokes of the letters three-fourths (3/4) inch wide.
4. All doorways and passageways not constituting an exit or way to an exit shall be so arranged and marked to minimize possible confusion. These shall be identified by a sign reading "not an exit" or a sign indicating the actual character, such as; restroom, storeroom, closet, etc.
5. Adequate and reliable illumination shall be provided for all exit facilities.
6. Doors provided as means of exit shall be of the side-hinged, swinging type. It shall swing in the direction of exit travel.
7. Flammables, combustibles, and oxidizers shall not be stored in egress aisles or adjacent to egress aisles.
8. Snow and other impediments to egress shall be kept cleared of all exit facilities.
9. Egress aisles shall be continuously maintained free of all impediments, which would cause slipping, tripping, falling, or injury to the employee while attempting to egress during an actual emergency.

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FORMAL DISASTER ORGANIZATION

The supervisor will take control of any emergency evacuation due to any disaster, until the general manager arrives to take control. The supervisor or general manager shall hereafter be referred to as the incident commander. Their duties include coordinating and directing all facets of the disaster operations.

The supervisors are listed on **Appendix C** of this policy.

The incident commander and the duty maintenance engineer shall evaluate the extent of damage (if any) and determine when workers can return to work, or send them home. All communication must go through the incident commander before being disseminated to employees.

Accounting for all employees, visitors, and contractors personnel is of utmost importance. Supervisors or their designee shall take a personnel accounting of all employees and visitors.

As soon as possible after the evacuation and report the findings to the incident commander. All contractors shall be responsible to account for all of their own employees and visitors immediately upon evacuation then report the results to the incident commander.

Emergency phone numbers are listed on **Appendix D** of this policy.

Communication notes: If the radio networks are not functioning due to the surrounding disaster, city (or county) sirens will send out the alarm. If electrical power is down, transistor radios should be used and tuned to appropriate disaster channels for the area. If transistor radios are not available, and it is safe to do so, car radios may need to be used.

If telephone communication is interrupted, a runner system must be implemented, including the use of C.B. radios if available. In a disaster, our telephone system should be able to handle all calls. If needed, pay telephones should be used, as they do not go through the switchboard.

EMERGENCY "CONSEQUENCE" EVALUATION

All emergency types have been discussed with employees during these training sessions with time being allowed for employee input and consultation. This plan shall be changed as needed when employee consultation shows a need.

EMERGENCY TYPE:

POSSIBLE CONSEQUENCE:

Tornado	Property Damage, Fire, Personnel Injuries, Chemical Releases, Chemical Spills
Ice Storm	Property Damage, Electrical Outage,
Railroad Car Derailment	Chemical Release or Spill, Property Damage, Fire
Equipment Malfunction	Pressure Burst-release or Spill, Fire
Chemical Release	Personnel Injuries, Fire, Product Contamination
Chemical Spill	Personnel Injuries, Fire, Product Contamination, Equipment Damage
Explosion	Personnel Injuries, Fire, Property Damage, Chemical Releases And/or Spills,
Utility Failures	
Bomb Threat	Personnel Injuries, Property Damage,
Arson	Personnel Injuries, Property Damage,
Work Place Violence	Personnel Injuries, Equipment damage

CRISIS MANAGEMENT TEAM

The following persons make up **Express Transportation Services** crisis management team. Their duties and responsibilities, as well as personal data, are found on the pages following this listing.

POSITION	PERSON
Crisis Manager	_____
Communications Officer	_____
Public Relations Officer	_____
Engineering Officer	_____
Personnel Officer	_____
Security Officer	_____
Site Safety Officer	_____
Local Fire Chief	_____
Local Sheriff	_____
Nearest HazMat Team	_____
Trained Incident Commanders	_____
_____	_____
_____	_____
_____	_____

Incident Command Center Profile

This profile provides information about the Incident Command Center, its equipment, and supplies that are available for use during Emergencies.

Primary Center:
Secondary Center:

Equipment Located at Command Center:

Telephone _____	Copy of Emergency Plan _____
Two Way Radio _____	Emergency Phone #'s _____
Public Broadcast Radio _____	Emergency PPE _____
Facility Map _____	First Aid Supplies _____
Pa System _____	MSDS Book (Master) _____

Locations of Other Supplies:

Self Contained Breathing Apparatus _____

Chemical Protective Suits _____

Atmospheric Monitoring Equipment _____

First Aid and Medical Supplies _____

Stretchers _____

Ladders _____

Pry Bars _____

Cutting Torches _____

Bulldozer _____

Litmus Paper _____

Other _____

"MEDIA" Information

The following is information regarding contacts that may need to be made with the news media during an emergency.

Media contacts:

(Names and phone numbers)

Newspapers:

Radio stations:

Television stations:

Sample News Release

The following information should/may need to be provided to the media at various times during an emergency.

Date _____ **Time** _____

Facility Contact;

Name _____

Title _____

Address _____

Telephone Number _____

Time When Additional Info Will Be Released _____

Description of Incident;

Type of Incident _____

Location _____

Time of Occurrence _____

Cause _____

Known Effects _____

Procedures Being Used to Control Situation _____

Personnel Information;

Injuries _____

Deaths _____

Missing _____

Actions Being Taken;

Internal _____

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Evacuation Area _____

External Agencies Called in _____

Possible Effects of Incident

Portions of Facility to Be Closed _____

Disruption of "Production" and Other Activities _____

Layoffs _____

Return to Normal Operations _____

FIRE EVACUATION PROCEDURES

1. Sound alarm by dialing _____ on the telephone system, this is a facility wide paging system. Speaking clearly and slowly, state:

**"This Is Not a Drill.
There Is a Fire in the _____ Area, Evacuate Immediately,
I Repeat this Is Not a Drill,
There Is a Fire in the _____ Area, Evacuate Immediately".**
2. Dial 911 to call for emergency assistance. Stay on line to answer all questions unless the fire is dangerous to your life or limb.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery in area.
5. Close all doors behind you as evacuating.
6. Evacuate building via primary evacuation route as shown in appendix "A", unless this route is blocked by fire. When route is blocked, use the secondary route of evacuation.
7. Proceed to meeting area designated for your section.
8. Supervisor will make accounting of all employees and report to person in charge.
9. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

FIRE PREVENTION POLICIES

**This Facility Has Implemented
a Non-smoking Policy
for All Areas Except Those Designated.**

1. **The company has designated areas for smoking at this facility. These locations are:_____.**
2. Dust shall be kept off of electrical boxes and conduit
3. Combustible products (paper, cardboard, rags, trash, etc.) shall be kept in proper receptacles and not allowed to be indiscriminately disposed of. **Keep facility clean.**
4. Solvents and paints shall be kept in their proper storage area and not left out where they could be exposed to flame, spills, etc.
5. Any and all spills, leaks, or releases of flammable or combustible materials shall be reported immediately and cleaned up in a safe manner.
6. Welding, cutting, brazing, and grinding of metals shall be done as prescribed by 29 CFR 1910.252 through 1910.255.

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- A. No combustibles within 35 feet.
 - B. If combustibles cannot be moved and hot work cannot be moved then guards and/or covers shall be placed over combustibles.
 - C. If combustibles are within 35 feet a fire watch shall be utilized during operations and for one half hour following operations. Fire watch personnel shall have received proper training in use of the extinguishing medium they will be using, within the proceeding twelve (12) months.
- 7. Faulty, bare, and old electrical wiring shall be inspected for, reported, and replaced when found. As such, good housekeeping practices should be followed. Don't allow combustible and/or flammable products to accumulate.
 - 8. Spark producing tools shall not be used in any area where flammable vapors or gases are likely to be present.
 - 9. Listed below are the chemicals we have in sufficient quantities at the facility to be considered major fire or explosion hazards.
 - A. Gasoline
 - B. Paints
 - C. Acetylene
 - D. Paint Reducers
 - E. Mineral Spirits
 - F. Propane
 - G. Natural Gas
 - H. Safety Solvent
 - I. Diesel Fuel

NOTE: REPORT ANY SUSPECTED FIRE POTENTIALS TO YOUR SUPERVISOR IMMEDIATELY.

FIRE FIGHTING PROCEDURES:

No company employee is trained to respond to sizable fires. **Do not attempt to handle fires!** All employees are to follow the above fire evacuation procedures. The local fire department will be notified for necessary response. Fire extinguishers have been provided at convenient locations for incipient fire stage fire fighting, those who have been trained in their usage and are competent to distinguish when the fire is beyond the extinguisher control shall be the only employees to use them. **Fire extinguisher trained employees are listed following the location listing of the extinguishers.**
Appendix E

HAZARDOUS MATERIAL RELEASE OR SPILL

EVACUATION PROCEDURES:

1. Sound alarm by dialing_____on the telephone system, this is the paging system for the complete plant facility. On the page speak clearly and calmly

**"This Is Not a Drill,
There Is a Spill (Or Release) of_____in the_____Area.
I Repeat this Is Not a Drill,
There Is a Spill (Or Release) of_____in the_____Area.
Evacuate Immediately, I Repeat, Evacuate Immediately".**

2. Dial 911 to call for emergency assistance. Stay on line to answer all questions unless the release or spill is dangerous to your life or limb.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery area.
5. Close all doors behind you as evacuating.
6. Evacuate building via primary evacuation route as shown in **Appendix A** unless this route is blocked by the release or spill. In that situation use the secondary route of evacuation.
7. Proceed to meeting area designated for your section.
8. Supervisor will make accounting of all employees and report to person in charge.
9. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

DO NOT RE-ENTER BUILDING FOR ANY REASON

Only those employees who have received the minimum required 24-hour hazardous materials training course shall have the authority to re-enter and then only with proper personal protective equipment and authorization from the incident commander. A listing of those who have successfully completed the hazardous materials training course is otherwise known as the Crisis Management Team (refer to page 5) in this policy.

***Highly Hazardous Chemical
Locations and
Approximate Quantities***

Chemical (Substance)	Location	Quantity

BOMB THREAT EVACUATION PROCEDURES

NOTE: DO NOT DISTURB ANY SUSPICIOUS OBJECTS FOUND

1. Notify the nearest supervisor immediately.
2. Make sure no person is in immediate danger.
3. If it is decided to evacuate the building, you will be notified by the page:

"Please Proceed Quietly and Calmly to the _____ Area.
Do Not Disturb Anything. Please Proceed to the _____ Area".

4. Proceed via the primary route of evacuation unless this route has been cordoned off then use the secondary evacuation route as shown in appendix a.
5. Walk, do not run, and use handrails provided on stairways.
6. Make accounting of all employees.
7. Notify bomb squad by dialing 911.
8. Do not return to regular work or leave your designated area until authorized to do so by your supervisor or person in charge.

TORNADO EVACUATION PROCEDURES

1. Tell supervisor or sound alarm by dialing on the nearest telephone, this is the all plant page. Clearly and calmly state:

"This Is Not a Drill, this Is a Tornado Warning, Proceed to the Nearest Designated Tornado Shelter. I Repeat, this Is Not a Drill, This Is a Tornado Warning, Proceed to the Nearest Tornado Shelter".

2. Shut down and secure all machines in area.
3. Proceed to your designated meeting area. Two (2) areas have been designated as tornado shelters at this facility based upon their ability to protect the employees in the event of a tornado. *Please proceed to one of these locations in case of tornado.*
4. Supervisor will make accounting of all employees and report to the shift supervisor.
5. Person in charge will be monitoring the radio network to stay apprised of all updates and the all-clear signal. Remain calm and you will be kept informed of all developments.
6. Do not return to regular work or leave your designated area until authorized to do so by your supervisor or person in charge.

WORKPLACE ANTI-VIOLENCE POLICY

As **Express Transportation Services** is firmly committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from social problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening to commit or committing any act of violence in the workplace, while on duty, while on related business, or while operating any vehicle or other equipment owned or leased by **Express Transportation Services**. This policy applies to all employees, elected/appointed officials, and volunteers.

Violence or threats of violence on the part of customers, vendors, suppliers and the like also will not be tolerated and should be immediately reported to the Safety Officer so that appropriate responsive measures may be taken.

In order to achieve the goal of providing a workplace that is secure and free from violence, **we** must enlist the support of all its employees. Compliance with this policy and **our** commitment to a “zero tolerance” policy with respect to workplace violence is *every employee’s responsibility*.

Employees are required to report any incident involving any act of violence, threat of violence, or perceived act or threat of violence immediately to the Safety Officer. When the employee contacts the Safety Officer, the Safety Officer must report the matter immediately to the company, which will investigate the matter and take appropriate corrective action. This may include recommending the imposition of disciplinary action upon any employee who violates this policy, up to and possibly including immediate termination. In addition, **Express Transportation Services** will take appropriate measures to address the violence, including but not limited to contacting local law enforcement.

If employees become aware of any workplace security hazards or can identify methods of increasing security in the workplace, they should report that information to the Safety Officer and to the **company** as well. Employees are required to report violations of this policy, including any incidents involving actual, threatened, or perceived violence. They may do so without fear of retaliation of any kind.

If you have any questions concerning this policy, please feel free to contact **Celebrity Coaches of America, Inc.** offices at your convenience.

SEVERE STORM

EVACUATION PROCEDURES:

1. Sound alarm by dialing _____ on the telephone system, this is the paging system for the facility. On the page speak clearly and calmly "This is not a drill; there has been a severe storm warning in the vicinity. Repeat this is not a drill; there has been a severe storm warning in the vicinity.
2. Dial 911 from the phone in the main conference room to call for emergency assistance. Stay on the line to answer all questions unless you are in danger to life and limb.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery in the area.
5. When it has been determined by your supervisor that conditions are safe, evacuate building via primary evacuation route as shown in appendix A, unless the storm has blocked this route. In that situation use the secondary evacuation route.
6. Proceed to meeting area.
7. Supervisor will make accounting of all employees and report to person in charge.
8. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

EXPLOSION

EVACUATION PROCEDURES:

1. Sound alarm by dialing_____on the telephone system, this is the paging system for the facility. On the page speak clearly and calmly "This is not a drill; there has been an explosion in the area. I repeat this is not a drill; there has been an explosion in the area. Evacuate immediately, I repeat, evacuate immediately.
2. Dial 911 to call for emergency assistance. Stay on the line to answer all questions unless you are in danger to life and limb.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery in the area.
5. Evacuate building via primary evacuation route as shown in appendix A, unless the explosion has blocked this route. In that situation use the secondary evacuation route.
6. Proceed to meeting area.
7. Supervisor will make accounting of all employees and report to person in charge.
8. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

EARTHQUAKE

EVACUATION PROCEDURES:

1. In the event of an earthquake make your way to the nearest doorway or duck under your desk for immediate protection.
2. When quake stops evacuate the building via the primary evacuation route as shown in appendix A, unless the earthquake has blocked this route. In that situation use the secondary evacuation route.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery in the area.
5. Proceed to meeting area.
6. Supervisor will make accounting of all employees and report to person in charge.
7. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

UTILITY FAILURE

EVACUATION PROCEDURES:

1. In the event of utility failure evacuate the building via the primary evacuation route as shown in Appendix A, unless the utility failure has caused this route to be impassible. In that situation use the secondary evacuation route.
2. If you will not be endangered, check area for injured fellow employees.
3. If you will not be endangered, shut down all machinery in the area.
4. Proceed to meeting area.
5. Supervisor will make accounting of all employees and report to person in charge.
6. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

EQUIPMENT SHUTDOWN PROCEDURES

When time is available, without danger to employees, it is necessary to follow an orderly shutdown of all machinery and equipment. This shall be done according to predetermined procedures as listed here.

APPENDIX A

ROUTES OF EVACUATION

In All Cases, Once Outside the Building Proceed to the _____
Area.

Once in the _____Area, Find Your Supervisor and He/she Will
Position You for Accounting Purposes (If the Supervisor Is Not Available, the
_____Will Take the Accounting. Remain Quiet and Orderly and Do
Not Leave until Instructed to Do So by Someone in Authority.

**THE PRIMARY GATHERING POINT FOR ASSEMBLY
OF ALL EMPLOYEES DURING AN EVACUATION IS**

**IF THE PRIMARY GATHERING AREA IS IN THE LINE
OF DANGER THEN THE SECONDARY LOCATION FOR
GATHERING SHALL BE**

APPENDIX B

***ALL LAYOUT AND
DESIGN DRAWINGS
OF THIS FACILITY
SHALL BE ATTACHED
HERE.***

***THESE MAPS SHALL
BE UPDATED AS
NECESSARY TO
REFLECT THE
CURRENT LAYOUT OF
THE FACILITY.***

APPENDIX C

A. Job Site Supervisors

APPENDIX D

EMERGENCY PHONE NUMBERS

Local Fire Dept.	- 911
Local Police Dept.	- 911
Ambulance	- 911
Local Hazmat Team	-
Main Plant #	-
General Manager	-
C.E.O.	-
Nat. Response (Spill)	- 1-800-424-8802
Poison Center	- 1-800-955-9119

APPENDIX E

Fire Extinguisher Locations

(Revision MM/DD/YY)

Type	Location

Employees Trained in Fire Extinguisher Usage

(Revision MM/DD/YY)

Name	Date Trained

THE CRISIS MANAGEMENT TEAM

RESPONSIBILITIES - Each facility should have a Crisis Management Team. This team will have a number of responsibilities in both developing and implementing the facility's Emergency Action Plan. Specifically, the team:

1. Establishes the objectives for site's Emergency Plan.
2. Formulates the scope of the plan.
3. Develops the actual Emergency Action Plan for the site.
4. Assigns duties and responsibilities within the plan to facility employees.
5. Establishes 'replacements' for team members in case they are unavailable.

Within the Emergency Action Plan itself, the team must also work to create the facility's "emergency procedures". These procedures should include:

1. Establishing communications links.
2. Maintaining site security.
3. Developing both internal and external emergency response actions.
4. Developing emergency "containment" methods.
5. Establishing media and community relations plans.
6. Setting up facility evacuation procedures.
7. Defining area and facility "shutdown" procedures.

COMPOSITION - The composition of the team will have a great deal to do with its effectiveness. Various departments within the facility should be represented. Positions to be filled on the Crisis Management Team include:

1. The Crisis Manager
2. Communications Officer
3. Public Relations Officer
4. Engineering Officer
5. Personnel Officer
6. Security Officer
7. Site Safety Officer

In larger facilities (or at sites with special areas of concern), some of these positions may be further "divided", and additional positions established such as:

1. Environmental Officer
2. Medical Officer
3. Transportation Officer

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Each of these positions has a number of responsibilities, and all are of the utmost importance. Therefore, the selection of facility personnel to fill these positions is extremely important. Not only must the employee filling each position have the appropriate background and knowledge, but they should have the appropriate personality makeup" to function effectively as part of the Crisis Management Team.

In addition to these positions employees with special skills, such as CPR1 EMT or other training, can be "attached" to the Crisis Management Team. These employees can be very effective in assisting various officers on the team with their responsibilities and an effort should be made to survey employees to determine who among them can be of special assistance in time of emergency. Also, it is often valuable to include one or more representatives from outside agencies to which the facility would look for assistance to the Team. This can be someone from the Fire Department, Police Department, local Emergency Management Office or other group(s). They can bring a valuable and different perspective to the facility's emergency planning efforts and will also be better able to assist with emergency situations, by knowing more about the facility's plans and situations.

It is important for Crisis Management Team members to recognize that to most effectively carry out their duties, not only must they all function together as a team, but in many cases, two or three of them must work especially closely in order to get things done. Examples include:

1. The Personnel and Security Officers coordinating medical assistance and transportation to hospitals, or other healthcare facilities.
2. The Site Safety and Engineering Officers evaluating an incident and some of the actions that can affect approaching the physical incident location.

(An important part of determining how such activities should be coordinated is to make sure each Crisis Team Member has their own copy of the Emergency Action Plan).

The following pages provide profiles of each of these team positions (this information can also be found in the section of this manual entitled A Blueprint of an Emergency Plan. These profiles describe the responsibilities and desired characteristics for each Crisis Management Team position. They should be studied closely by the Crisis Management Team members.

CRISIS MANAGER **(PROFILE)**

This profile is provided to help your facility select the best Crisis Manager possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics that are important to being a good Crisis Manager. By knowing this beforehand, and looking for a person who has many of these characteristics, your facility will be able to build the best Crisis Management Team possible.

RESPONSIBILITIES - The Crisis Manager oversees all operations at the facility during an emergency or crisis situation. To do this, he draws on his Team members to provide information on the various aspects and potential impact around locations of any emergency situation. While the Crisis Team members are selected so that they can provide as much assistance to the Crisis Manager as possible, ultimate decisions are left to the Crisis Manager. Specifically, the Crisis Manager has the following responsibilities:

1. Oversees the preparation of the Emergency Plan.
2. Assists in the selection of other Crisis Team members.
3. Assists in setting up Table Top and full-scale drills.
4. Runs the Command Center.
5. Obtains initial information regarding a crisis situation. "Briefs" the other Crisis Team members regarding the nature and status of the crisis.
6. Determines the need for emergency response.
7. Determines what outside agencies should be notified.
8. Decides if evacuation is in order, and for what area(s).
9. Instructs Team members as to their movements within the facility during the crisis.
10. Activates "replacement members" of the Crisis Team whenever original Team members are unavailable, and appoints additional replacement members if necessary.
11. Orders 'shutdowns' if called for.
12. Assigns "in-house" resources (such as the Emergency Response Squad) as appropriate.
13. Establishes initial interfaces with outside agencies.
14. Determines what information should be released to the media.

The Crisis Manager obviously has a number of important responsibilities. And they are spread over the activities of setting up, "practicing" and executing an Emergency Plan. One of the most important things to remember about the Crisis Managers role is that he or she is the ultimate authority in times of crisis. While the Crisis Manager should rely

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heavily on the information provided by other Team members, as well as their professional judgment and analyses, in a crisis situation there can be only one person who makes final decisions and issues instructions based on those decisions. And that must be the Crisis Manager.

DESIRABLE CHARACTERISTICS - The characteristics below are those desired of a Crisis Manager:

1. Should be able to work efficiently in highly pressurized situations.
2. Should be a good verbal communicator, able to both give and obtain information clearly and concisely.
3. Should have strong organizational capabilities and be able to recognize and understand the functional relationships between Crisis Team members.
4. Should have strong managerial capabilities and experience, and be able to manage and direct people.
5. Should be able to coordinate a large number of activities occurring both simultaneously and rapidly.
6. Should have strong leadership qualities, able to command respect and instill confidence in other Team members and employees.
7. Should have strong analytical skills, and be able to examine a situation and draw appropriate conclusions.
8. Should have strong "conceptualization" skills, being able to draw a picture of a crisis situation based on information from outside the Command Center.
9. Should have a good, overall knowledge of the facility.
10. Should be readily available 24 hours a day, seven days a week.

To assist the Crisis Manager in dealing with these responsibilities, the following "helpful operational hints" are provided. By having the Crisis Manager, as well as the rest of the Crisis Management Team familiarize themselves with these "operational hints" the Crisis Management Team will operate more smoothly, and the Crisis Manager will be better prepared to fulfill his or her role.

HELPFUL OPERATIONAL HINTS - It is important to remember that the Crisis Manager is the ultimate authority in time of crisis. He or she should rely heavily on other members of the Crisis Management Team, but must make the ultimate decisions, and issue instructions and directions based on those decisions, during times of crisis. Some helpful techniques and procedures for the Crisis Manager include:

1. Establish a written or "mental" checklist of other Crisis Team members who should contribute information and/or professional opinions regarding major decisions (such as whether to evacuate potential environmental impacts of an emergency situation, etc.).
2. Make sure information is gathered from each of the Team members on the

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checklist before a decision is made.

3. Make sure all lines of communication are directed through the Command Center, and that unless specifically authorized, other Team members, outside agency personnel, etc. do not communicate directly with one another.
4. Keep communications clear and concise. Insist other Team members do the same.
5. At any point during the crisis, determine what information you need to make necessary decisions. Then contact other Crisis Team members to obtain that information.
6. Conduct your communications with Crisis Team members by asking questions, which will provide the information you need for your decisions. Only after all questions are answered ask for any additional information the Team members feel is important.
7. Make sure Crisis Team members in the field are aware of actions of other crisis Team members, outside agencies, or other resources that will affect what they are doing.
8. Require periodic reporting of each Crisis Team member to make sure they are still "functioning", are in the location that you want them to be in and are performing the activities that you have instructed.
9. In determining what information should be released to the media, do not rely on initial reports, but make sure "confirming reports" are received on any important points.

COMMUNICATIONS OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Communications Officer possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good Communications Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, you will be able to build the best Crisis Management Team possible. (If your facility has a full-time Communications Officer they are the logical selection to fill this function for the Crisis Management Team).

RESPONSIBILITIES - The following are the responsibilities of the Communications Officer:

1. In the planning stages, assures that the appropriate communications systems are available and effective both on and off site.
2. During an emergency establishes and maintains communications with appropriate persons on the facility site.
3. During an emergency establishes and maintains communications with appropriate persons/agencies off the facility site.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Communications Officer:

- a. Should be able to work efficiently in highly pressurized situations.
- b. Should be a good verbal communicator, able to both give and obtain information clearly and concisely.
- c. Should be able to take direction well and execute instructions quickly and efficiently.
- d. Should have a working knowledge of communications equipment including multi-line telephone handsets, two-way radios, radio telephones, walkie-talkies, etc.
- e. Should be able to frame questions that will elicit needed information quickly and concisely.
- f. Should be able to communicate effectively with multiple people simultaneously.
- g. Should be readily available 24 hours a day seven days a week.

PUBLIC RELATIONS OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Public Relations Officer possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics as well as knowledge that are important to being a good Public Relations Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, you will be able to build the best Crisis Management Team possible. (If your facility has a full-time Public Relations Officer they would be the logical selection to fill this function for the Crisis Management Team)

RESPONSIBILITIES - The following are the responsibilities of the Public Relations Officer:

- a. In pre-planning arranges with local radio and television stations to have periodic status announcements made during any emergency situations.
- b. Is the facility's communications representative to the media.
- c. Establishes a press headquarters in time of crisis.
- d. Provides quick, factual information to the public, through the media.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Public Relations Officer:

- a. Should be able to work efficiently in highly pressurized situations.
- b. Should be a good verbal communicator, able to both give and obtain information clearly and concisely.
- c. Should be calm and evenly dispositioned, able to deal with aggressive and potentially antagonistic questioning in a professional manner.
- d. Should present a good "public appearance", potentially representing the facility to radio, television, the newspapers and other groups including the public.
- e. Should be able to construct a concise, organized "story" from "isolated" facts.
- f. Should be able to provide as much information as possible, while speaking to factual information rather than "suppositions" or "conclusions".
- g. Should be readily available 24 hours a day, seven days a week.

HELPFUL OPERATIONAL HINTS - The role played by the Public Relations Officer in dealing with the media during times of crisis is extremely important. The way information is reported regarding an emergency situation can make the difference between an organization being perceived as unprepared, and unconcerned about its employees safety, versus being viewed as a good "member of the community" who is

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experiencing an unfortunate situation, but is prepared and handling that situation as well as possible. Below are some helpful techniques and procedures that can be used by the Public Relations Officer:

1. Establish a specific media center and confine media representatives to it. Make sure the center is out of the way of emergency work being performed by crisis management and rescue personnel. (The fact that you are establishing such a center will indicate your facility's desire to be cooperative by setting specific space aside for the media.)
2. Continue to update yourself regarding the emergency situation. Release this information to the media as quickly as possible, once its accuracy has been verified and management of the facility has been consulted. Check with facility management on the text of all announcements and help formulate the answers to possible questions. Questions to expect will concern:
 - type of incident occurring.
 - number of deaths and injuries.
 - damage estimates.
 - time the incident occurred.
 - location of the incident.
 - cause of the incident (this information should only be released after appropriate studies and investigations are performed).
 - Log, record and date all statements given to the media. This will enable you to know exactly what was said to the media and when the statements were made.
3. Be especially alert to photography. You have no control over photos taken away from company property, but you have every right to control pictures taken within the facility. Remember, in isolation, pictures can "misrepresent" an emergency as badly as ill-chosen words.
4. Arrange for safety, labor and other appropriate employee records to be available for reference. Make sure you highlight successful safety records previously established by your facility.
 - Avoid speculation as to the cause of the disaster, amount of damage, responsibility, possible down time, layoff etc. It is often appropriate to do no more than confirm what is already known and make sure the media knows that the facility will provide all the assistance it possibly can.
5. Never release the names of victims until it is certain that their families have been notified. Make sure that the Crisis Management Team Personnel Officer (or their representative) has talked directly to next of kin before names are released.
 - Always accentuate the positive. If your public relations efforts are good, so will your chances be for fair treatment from the media.

ENGINEERING OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Engineering Officer possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good engineering Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, your facility will be able to build the best Crisis Management Team possible. (If your facility has a full-time Engineer they are the logical selection to fill this function for the Crisis Management Team).

RESPONSIBILITIES - The following are the responsibilities of the Engineering Officer:

- a. In pre-planning, develops plans on how to isolate damaged sections of pipelines, electric lines and other utilities or services.
- b. Determines what supplies are necessary to treat a release of any hazardous material at the facility.
- c. Maintains continuity of utility services ~including water, electricity, etc., if possible and desirable.
- d. Provides for on-site emergency "services" such as emergency lighting, etc.
- e. Controls hazardous spills and contains contaminated run-off from emergency operations such as fire fighting.
- f. Conducts tests to determine degree of environmental hazards.
- g. Initiates steps to detect, assess and handle special chemical, radiological and biological hazards, including measures necessary to decontaminate personnel or equipment.
- h. Advises when reporting to government agencies is necessary.
- i. Provides necessary facility and services diagrams and blueprints for inclusion in the Emergency Plan.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of an Engineering Officer:

- a. Should be able to work efficiently in highly pressurized situations.
- b. Should be a good verbal communicator, able to provide information clearly and concisely.
- c. Should have a working knowledge of the entire facility, including:
 - Buildings and grounds.
 - Equipment and machinery.
 - Utilities and services.
 - Large storage containers.

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- d. Should be familiar with various 'shutdown' and "cutoff" procedures for machinery and services.
- e. Should be familiar with all diagrams, blueprints and drawings included in the Emergency Plan.

PERSONNEL OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Personnel Officer possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good Personnel Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, you will be able to build the best Crisis Management Team possible. (If your facility has a full-time Personnel Officer they are the logical selection to fill this function for the Crisis Management Team).

RESPONSIBILITIES - The following are the responsibilities of the Personnel Officer:

- a. In pre-planning, insures that site personnel are adequately trained to manage medical emergencies, including meeting with local medical officials and providing them with toxilogical and medical treatment information.
- b. Supervises the designated receptionist/switchboard operator and oversees external communications not associated with emergency response or media activity.
- c. Maintains accurate records of employee names and addresses so that families can be contacted.
- d. Establishes the procedure to account for all persons during an emergency, including visitors, contractors and additional staff present at shift changes.
- e. Arranges for necessary food, clothing and shelter for persons on the Crisis Management Team.
- f. Coordinates contact with families of injured, detained and deceased employees.
- g. Arranges for care of injured persons and those who may have had excessive exposure to toxic materials at the facility.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Personnel Officer:

- a. Should be able to work efficiently in highly pressurized situations.
- b. Should be a good verbal communicator, able to give instructions and provide information clearly and concisely.
- c. Should have good organizational capabilities and be able to supervise several people and functions simultaneously.
- d. Should have a working knowledge of the employee base and be recognized by the general employee populations (and their families) as

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- empathetic to employee situations.
- e. Should be able to show a general concern for employee safety during an emergency.
- f. Should have a good working knowledge of the facilities communications capabilities, including telephone, switchboard, radio phone and other links to areas outside the facility.
- g. Should be comfortable talking with large groups.
- h. Should be readily available 24 hours a day, seven days a week.

HELPFUL OPERATIONAL HINTS - An especially important part of the Personnel Officer's responsibility during an emergency is notifying employee's families if any employee's are injured or killed. This can be a difficult and emotional process, but there are techniques and approaches that will make this easier and as positive as possible. These include:

- a. Determine the extent of the injury to any employee.
- b. Determine where the victim has been taken.
- c. Personally visit (or assign another member of management to visit) each victim's home as soon as it is known where the victim was taken.
- d. Upon arrival at the victim's home obtain any available update on the victim's condition.
- e. Arrange to have members of the victim's family transported to the hospital, arranging childcare if necessary.
- f. Find out who the family doctor and clergyman is.
- g. Offer to remain at the victim's home until other family members or friends arrive (or arrange to have another company representative do this).
- h. In the case of a fatality, assist the family in handling arrangements such as:
 - Travel for parents.
 - Providing food for the family.
 - Funeral arrangements (if desired).
 - Encourage spouse, parents, and friends to refer all calls from the media to the Crisis Management Team's Public Relations Officer.

SECURITY OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Security Officer possible for the Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good Security Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, your facility will be able to build the best Crisis Management Team possible. (If your facility has a full-time Security Officer they are the logical selection to fill this function for the Crisis Management Team).

RESPONSIBILITIES - The following are the responsibilities of the Security Officer:

- a. Controls entry and exit of persons and vehicles from the site, including securing necessary gates, etc.
- b. Contracts local police for roadblock and traffic control measures.
- c. Receives visitors such as representatives of the news media, and has them escorted to the proper location.
- d. Controls vehicle and pedestrian traffic within the facility and its grounds.
- e. Coordinates and controls all transportation needs including:
- f. Moving injured or disabled persons.
- g. Transporting medical emergency supplies.
- h. Transporting first aid, rescue and fire fighting personnel
- i. Making special vehicles available such as trucks, cranes, bulldozers, helicopters, etc.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Security Officer;

- a. Should be able to work effectively in highly pressurized Situations.
- b. Should be a reasonably good communicator, able to both give and obtain information clearly and concisely.
- c. Should be able to take direction, as well as supervise a number of activities simultaneously.
- d. Should be familiar with the physical facility, its points of entry and exit.
- e. Should be readily available 24 hours a day, seven days a week.

SITE SAFETY OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Site Safety Officer possible for the Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good Site Safety Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, your facility will be able to build the best Crisis Management Team possible. (If your facility has a full-time Site Safety Officer he or she is the logical candidate for this position).

RESPONSIBILITIES - The following are the responsibilities of the Site Safety Officer:

- a. Spearheads the development of the Emergency Plan.
- b. Establishes the Command Center.
- c. Organizes and equips the Crisis Management Team.
- d. Arranges for training of the Crisis Management Team and other involved personnel (such as the facility fire brigade, etc.).
- e. Is the first team member physically "at the scene" of an emergency and furnishes initial situation evaluation.
- f. Organizes and directs emergency control activities.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Site Safety Officer:

- a. Should be able to work effectively in highly pressurized situations.
- b. Should be a reasonably good communicator, able to both give and obtain information clearly and concisely.
- c. Should be able to take direction, as well as supervise a several activities simultaneously.
- d. Should have a good knowledge of the facility.
- e. Should have a working knowledge of basic fire fighting, first aid, evacuation and other emergency procedures.
- f. Should be able to evaluate incidents and emergency situations.
- g. Should be readily available 24 hours a day, seven days a week.
- a.

Fire Protection



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FIRE PROTECTION

1. **EQUIPMENT.** Management will:
 - a. Provide fire extinguishers that have a current certification of acceptability, as required by size and type and OSHA Regulations.
 - b. Conspicuously post necessary action to take in the event of fire.
 - c. Mark and identify all fire hazard activities and materials.
 - d. Provide clear access to all areas for fire fighting equipment.
 - e. Provide and maintain clear aisle ways and means of egress.
 - f. Provide Emergency Telephone Numbers. In the event of an emergency: Dial 911

2. **FIRE PREVENTION.** Management will:
 - a. Continuously eliminate hazardous, combustible and flammable materials and debris.
 - b. Clean up rubbish daily.
 - c. Provide separate storage for flammable materials.
 - d. Provide approved, contained storage for waste flammable and combustible materials that provide environmental protection in the event of a spill or leak.
 - e. Provide regular inspections of internal combustion equipment, heating equipment and wiring.
 - f. Cans and containers used for the storage or dispensing of flammable liquids will meet **OSHA** requirements.
 - g. *Employees will be trained in the use of portable fire extinguishers.*

3. **EVACUATION:**
 - a. The Safety Director will post schematics of the business facility and indicate emergency routes of evacuation.
 - b. A uniform signal for evacuation will be devised and then communicated to all employees.
 - c. Gathering points will be established for emergency evacuation and accountability methodology will be formulated.

Sexual Harassment

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SEXUAL HARASSMENT

In light of the increase in Sexual Harassment claims, wrongful termination and sexual discrimination and violence in the workplace, lawsuits alleging sexual harassment, and in view of the potential liability to which managers and supervisors are subject, and particularly in view of the employee notification requirements set forth in both Federal and State laws governing this subject, **Express Transportation Services**, in its on going effort to provide a safe and healthful workplace and environment is instituting its specific sexual harassment program.

1. **COVERAGE:** All **Express Transportation Services** employees are covered and regulated under this policy as a condition of employment/continued employment.
2. **AFFECTED PERSONS:**
 - a. Any **Celebrity Coaches of America, Inc.** employee, no matter what level employment, falls under the coverage of this policy.
 - b. Customers, vendors, independent contractors, clients and visitors are some of the other parties that fall under the coverage of this policy whether as suspected perpetrators or alleged recipients of sexual harassment.
3. **DEFINITION OF SEXUAL HARASSMENT:**
 - a. **Federal - Equal Employment Opportunity Commission (EEOC)** - *Sexual Harassment is defined as unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Such as requests, advances or sexual conduct constitutes sexual harassment when:*
 - i. Is it an employment condition - submission to such conduct is made a term or condition of employment.
 - ii. Is an employment consequence - submission to or rejection of such conduct is used as a basis for employment decisions affecting individuals.
 - iii. Is it offensive job interference?
 - b. **State – Nevada Employment Division Equal Rights Commission** - *Sexual Harassment is defined to include:*
 - i. **Verbal Harassment** - such as jokes, epithets, derogatory comments or slurs
 - ii. **Physical Harassment** - such as assault, physical interference with movement at work
 - iii. **Visual Harassment** - such as derogatory cartoons, drawing or posters
 - iv. Unwelcomed sexual advancements by an employer representative towards an employee of the same sex
 - v. Harassment on the basis of pregnancy disability

4. **CATEGORIES OF SEXUAL HARASSMENT:**

- a. *"Quid Pro Quo"* (This for that) type of sexual harassment evolves when a manager or supervisor conditions an employment benefit or continuing employment on the employees' acquiescence in the form of sexual behavior.
- b. *"Hostile" or "Offensive"* - Work Environment Sexual Harassment - No employment benefits need be lost or gained and this type of harassment may be engaged in not only by supervisors, but also by co-workers or persons who are not even employed by the employer. Offensive work environment sexual harassment occurs where sexual jokes, suggestive remarks, cartoons, physical interference with movement such as blocking or following and sexually derogatory comments create an offensive working environment.

Note: or creation of a hostile environment by women towards men. In addition **discrimination** on the basis of actual or perceived sexual orientation is unlawful under state law. Sexual harassment can be considered a specific type of violence in the workplace.

5. **SAME SEX HARASSMENT:** Sexual harassment of a person of the same gender as the harasser has been held to violate the law. A California Appeals Court held that sexual harassment not only is conduct which discriminates against a person solely because of his/her gender, but also includes unwelcomed conduct of a verbal or physical nature regardless of the gender or sexual orientation of the harasser or victim. **The court further held that the harasser's motive was irrelevant.**
6. **SEXUAL HARASSMENT:** The "reasonable person of the same sex" standard viewpoint of a "reasonable person". If the challenged conduct would not substantially affect the work environment of a reasonable person, then no violation existed. However, in a 1991 case, the 9th U.S. Circuit Court of Appeals (which covers Nevada) held that when determining whether a sexually harassing hostile work environment exists, a court should determine whether a "reasonable person" would consider the conduct sufficiently severe or pervasive to create a hostile or abusive working environment. In rejecting the "reasonable person" standard, the court held that applying this theoretically "sex blind" standard to female employees "tends to be male/biased and systematically ignores the experiences of women."

The court also noted that the concept of what a "reasonable woman" would consider sufficiently severe or pervasive to create a hostile work environment may change over time, and that the standard of what is acceptable behavior should mirror those changes. However, although the federal statutory prohibition against sexual harassment does require a totally de-sexualized workplace, even the well-intentioned complaints of a coworker could form the basis of a sexual harassment claim if a "reasonable woman" would consider such compliments as altering her conditions of employment.

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Nevada law also specifically provides that hostile environment harassment is established where there is unwelcomed sexual conduct that a “reasonable person” of the same gender as the complainant would consider sufficiently severe or pervasive to alter the conditions of employment and create an abusive working environment.

Even where only limited offensive sexual conduct in the workplace is directed toward a complaining employee, the employee may still pursue a hostile environment claim. Both federal and Nevada courts have considered as relevant evidence of a hostile work environment proof that pervasive sexual harassment was directed at other female employees.

7. SEXUAL HARASSMENT – Express Transportation Services strictly liable for supervisor:

Strict Liability - means that even when the employer does not know of the harassment or acts immediately to stop conduct of which it knows, absolute liability is nonetheless imposed when a supervisor engages in “Quid Pro Quo” sexual harassment. The employer’s sexual harassment policy and complaint procedures are irrelevant since the court holds the employer absolutely liable for the acts of the high level supervisor. This means that it is more important than ever to train supervisors about sexual harassment. Supervisors should understand the company's liability, as well as their own personal liability for such conduct. Employers can no longer escape liability by claiming not to have known of a supervisor's conduct amounting to sexual harassment.

8. SEXUAL HARASSMENT - Personal liability for supervisors

Supervisors should be made aware that they might be held individually liable for sexual harassment in the workplace. While the **Express Transportation Services** may be held partially legally responsible for the conduct, the supervisor's personal assets are at risk as well.

9. SEXUAL HARASSMENT CONTACT PERSON: Paulina Salen has been designated the contact person for **Express Transportation Services**. All complaints along the lines of sexual harassment should initially be reported to **Paulina Salen** by the recipient or complainant or by his/her supervisor. All information will be kept confidential on a need to know basis only. The contact person will gather pertinent information from the complainant to include, the alleged harasser, what type of harassment on/off **Express Transportation Services** property, number of incidents, witnesses, seriousness of each incident, times, dates, etc. The contact person would then determine if the harasser were an employee, vendor, customer, independent contractor, etc.

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10. **SEXUAL HARASSMENT INVESTIGATION COORDINATOR:** (SO Name) has been designated as the chief investigator for **Celebrity Coaches of America, Inc.** concerning sexual harassment related matters.

11. **INVESTIGATION PROCEDURES:** **Celebrity Coaches of America, Inc.** will vigorously investigate all allegations of sexual harassment to a successful conclusion. Investigation procedures will follow the guidelines and criteria herein.
 - a. *Complainant Interview:* This interview will accomplish many things including but not limited to:
 - i. Will cause complainant to feel better
 - ii. To begin the fact gathering/finding mission
 - iii. Issue confidentiality
 - iv. An outside OBJECTIVE person can decipher facts from the account given by the complainant.
 - v. Clarity - have facts restated, clarify statements recount important points, dates, times, etc. until the investigator has clear understanding of the scenario as the complainant perceives it
 - vi. File formal complaint
 - b. *Accused Interview:* This interview will accomplish many things also, including but not limited to:
 - i. Inform the accused at the onset, the purpose for the meeting
 - ii. Set parameters for the meeting - fact finding
 - iii. Assure confidentiality on a need to know basis
 - iv. Investigators role - not biased
 - v. Spell out parameters of investigation - the complainant and accused interviews, witness interview, interviews of others affected by accused in past who may/may not have filed a complaint
 - vi. What investigators will cover - Notice of Complaint
 - vii. Level of seriousness
 - viii. Cease & desist - stopping the harassing activity
 - ix. No retaliation against complainant or witnesses
 - x. Disciplinary action - Normally judged on frequency and severity
 - c. *Witness Interview Procedure:* Following is the procedure to be followed when interviewing witnesses.
 - i. Separate witnesses as soon as is appropriate.
 - ii. Interview witness as soon as possible.
 - iii. Assure each witness of confidentiality and non-retaliation policy
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 - iv. Either tape the interview or have each witness write their account, date and sign the statement and have it witnessed.

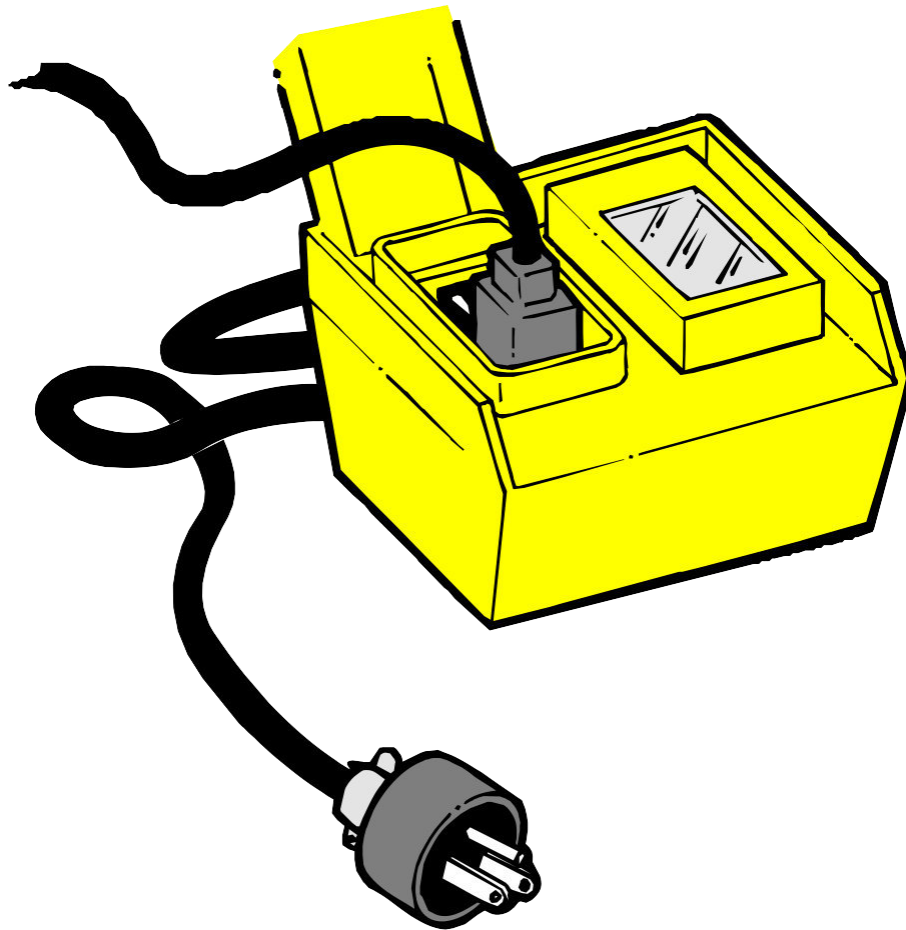
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- v. Have a third, non-biased person in the room for all witness interviews.
- vi. Make sure you have the witness answer WHO, WHAT, WHEN, WHERE, WHY and HOW in chronological order in their statement.
- vii. Compare and analyze all witness statements. Color code like items such as alleged perpetrator, victim, times, dates, areas, etc. so that each of these items can be compared across numerous witness statements with ease.
- d. *First Meeting Assessment: Contact Person and Investigator*
 - i. What type of harassment - physical, visual or auditory
 - ii. Who to notify - on a need to know basis - upper management, law enforcement, etc.
 - iii. Who else if anyone needed to investigate. Turn over to outside source?
 - iv. Who will make final decision on final outcome after all pertinent facts have been presented in an unbiased manner with all recommendations?
- e. *Follow-Up:*
 - i. Training records - to see if employee was trained
 - ii. Personnel file - to check for other complaints, etc.
 - iii. Analyze all information - any loose ends
 - iv. Complete investigation
 - v. Make a determination - to be turned over to final decision-maker
 - vi. Action to be taken:
 - (1) **Suspended**
 - (2) **Termination**
 - (3) **LAW ENFORCEMENT INTERVENTION**
 - vii. Report back to complainant, as this is the proper, legal and moral action

Express Transportation Services has a zero tolerance policy towards Sexual Harassment and will vigorously investigate any complaint and discipline any employee at any level found to be in violation of this policy to include false accusations filed, as well as actions taken against non-employees found to fall within the parameters of this policy.

Office Safety



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OFFICE SAFETY

While not all safety codes apply to those working in clerical positions, it is required that any code that may pertain to clerical duties, plus the following supplements, be followed:

1. Never open more than one drawer of a file cabinet at a time. **THIS IS THE MOST COMMON CAUSE OF OFFICE ACCIDENTS.**
2. Do not lay electrical extension cords in areas where people walk.
3. Do not overload circuits by plugging in more electrical devices than the electrical receptacle is designed to handle.
4. Do not place liquid containers near electrical machines. (Example: Do not sit a cup of coffee near your calculator or computer.)
5. Lifting heavy files or boxes beyond your physical ability is prohibited. When in doubt, get someone to help you.
6. Handrails must be used when using stairs.
7. Do not sit on or slide down handrails.
8. Proper lighting of your work area is of utmost importance. If the lighting is in need of repair report it to your supervisor or the Safety Officer at once.
9. When using microwave ovens you are to follow the manufacturer's safety recommendations.
10. You must know the location and proper use of the fire extinguishers. Should it be necessary to discharge an extinguisher, report it to your supervisor immediately so they can get it recharged.

Bloodborne Pathogens



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BLOODBORNE PATHOGENS
29 CFR SECTION 1910.1030

1. Selected Definitions

- 1.1 Blood** - means human blood, human blood components, and products made from human blood.
- 1.2 Bloodborne Pathogens** - means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).
- 1.3 Contaminated** - means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.
- 1.4 Contaminated Laundry** - is laundry which has been soiled with blood or other potentially infectious materials or may contain sharps.
- 1.5 Contaminated Sharps** - means any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, broken glass, broken capillary tubes, and exposed ends of dental wires.
- 1.6 Decontamination** - means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.
- 1.7 Engineering Controls** - means controls (e.g., sharps disposal containers, self-sheathing needles) that isolate or remove the bloodborne pathogens hazard from the workplace.
- 1.8 Exposure Incident** - means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.
- 1.9 Handwashing Facilities** - means a facility providing an adequate supply of running potable water, soap and single-use towels or hot air drying machines.
- 1.10 Licensed Healthcare Professional** - is a person whose legally permitted scope of practice allows him or her to independently perform the activities required by paragraph (f) Hepatitis B vaccination and Post-exposure Evaluation and Follow-up.
- 1.11 HBV** - means hepatitis B virus.
- 1.12 HIV** - means human immunodeficiency virus
- 1.13 Occupational Exposure** - means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.
- 1.14 Other Potentially Infectious Materials** - means
 - a. The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid (muscle membrane fluid), pleural fluid, pericardial and all body fluids in situations where it is difficult or impossible to differentiate between body fluids;
 - b. Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and

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- c. HIV-containing cell or tissue cultures, organ cultures, and HIV or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.
- 1.15 Parenteral** - means piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts, and abrasions.
- 1.16 Personal Protective Equipment** - is specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (e.g., uniforms, pants, shirts or blouses) not intended to function as protection against a hazard are not considered to be personal protective equipment.
- 1.17 Regulated Waste** - means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.
- 1.18 Source Individual** - means any individual, living or dead, whose blood or other potentially infectious materials may be a source of occupational exposure to the employee. Examples include, but are not limited to, hospital and clinic patients; clients in institutions for the developmentally disabled; trauma victims; clients of drug and alcohol treatment facilities; residents of hospices and nursing homes; human remains; and individuals who donate or sell blood or blood components.
- 1.19 Sterilize** - means the use of a physical or chemical procedure to destroy all microbial life including highly resistant bacterial endospores.
- 1.20 Universal Precautions** - is an approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other bloodborne pathogens.

2. Exposure Control

2.1 Exposure Control Plan

- 2.1.1 As an employer having an employee or employees with "occupational exposure" we are establishing a written exposure control plan designed to eliminate or minimize exposure to bloodborne pathogens.
- 2.1.2 The exposure control plan contains the following elements:
 - a. An exposure determination;
 - b. The schedule and method of implementation regarding the following:
 - 1. Methods of compliance;
 - 2. Hepatitis B vaccination and post-exposure evaluation and follow-up;
 - 3. Communication of hazards to employees; and
 - 4. Recordkeeping, of this standard.

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- d. The procedure for the evaluation of circumstances surrounding exposure incidents as required by the standard.
- 2.1.3 A copy of the exposure control plan is accessible to employees.
- 2.1.4 The Exposure Control Plan is reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.
- 2.1.5 The Exposure Control Plan is made available to OSHA upon request for examination and copying.

2.2 Exposure Determination

- 2.2.1 As an employer who has an employee or employees with "occupational exposure" we have prepared an exposure determination. The exposure determination contains the following:
 - a. A list of all job classifications in which all employees in those job classifications have occupational exposure;
 - b. A list of job classifications in which some employees have occupational exposure; and
 - c. A list of all tasks and procedures or groups of closely-related tasks and procedures in which occupational exposure occurs and that are performed by employees in job classifications listed in (b) above.
- 2.2.2 This exposure determination is made without regard to the use of personal protective equipment.
- 2.2.3 This exposure determination is found in section 2.3 of this program.

2.3 Express Transportation Services Bloodborne Pathogens Exposure Control Plan

- 2.3.1 Exposure Determination - Out of concern for our employees we have performed an exposure determination as to which employees may incur occupational exposure to blood or other potentially infectious materials. The exposure determination is made without regard to the use of personal protective equipment (i.e. employees are deemed exposed even if they wear personal protective equipment). The exposure determination requires a list of all job classifications in which employees may be expected to incur such occupational exposure, regardless of frequency. At this facility, the following job classifications are in this category:

Job Classification

Janitor

Task or Procedure

Housekeeping

- 2.3.2 In addition, other job classifications in which some employees may have occupational exposure is listed below. Since not all the employees in these categories would be expected to incur exposure to blood or other potentially infectious materials, tasks or

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procedures that would cause these employees to have occupational exposure are also listed in order to clearly understand which employees in these categories are considered to have occupational exposure. At this facility, the following job classifications are in this category:

Job Classification

Supervisors

Tasks/Procedures

First Aid

- 2.3.3 Implementation Schedule and Methodology - OSHA also requires that this plan include a schedule and method of implementation for the various requirements of the standard. This is discussed in the following pages.

2.4 Compliance Methods

- 2.4.1 Universal precautions will be observed at this facility in order to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual.
- 2.4.2 Employee exposure at this facility is limited to two possible situations:
- a. In the infrequent situation where first aid is administered; and
 - b. General housekeeping within the facility.
- 2.4.3 As the employees' occupational exposure is limited to these situations, personal protective equipment shall be utilized at these times.
- 2.4.4 Handwashing facilities are also available to the employees who incur exposure to blood or other potentially infectious materials. These facilities are readily accessible after incurring exposure. At this facility, handwashing facilities are located in the men's and women's restrooms.
- 2.4.5 When provision for handwashing is not feasible, antiseptic towelettes are made available to employees. Employees will be required to wash their hands with soap and water immediately or as soon as feasible following the use of antiseptic towelettes.
- 2.4.6 After removal of personal protective gloves, employees shall wash hands and any other potentially contaminated skin area immediately or as soon as feasible with soap and water.

2.5 Contaminated Equipment

- 2.5.1 Equipment which has become contaminated with blood or other potentially infectious materials shall be examined and decontaminated as necessary unless the decontamination of the equipment is not feasible.
- 2.5.2 When such equipment or portions of such equipment cannot feasibly be decontaminated, a readily observable label shall be attached to the equipment until the equipment can be properly disposed of.

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2.6 Personal Protective Equipment (PPE)

- 2.6.1 All personal protective equipment used at this facility is provided without cost to employees. Personal protective equipment is and will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach the employees' clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.
- 2.6.2 Employees of **Express Transportation Services** have limited exposure incidents. First-aid designees will have rubber gloves, safety glasses and mouth protectors available to them. These will be located within the first aid kits. The janitor will wear rubber gloves while working in any area that is contaminated. These will be provided and kept in the storeroom. It is our responsibility to ensure that the employee uses PPE. If an employee is found to not be using PPE, he/she will be requested to do so.
- 2.6.3 All personal protective equipment will be cleaned or disposed of by the company at no cost to employees. All repairs and replacements will be made by the company at no cost to employees.
- 2.6.4 Gloves and safety glasses shall be worn during the administering of first aid or where it is reasonably anticipated that employees will have hand contact with blood, other potentially infectious materials, non-intact skin, or mucous membranes.
- 2.6.5 Disposable gloves used at this facility are not to be washed or decontaminated for re-use and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised. Utility gloves may be decontaminated for re-use provided that the integrity of the glove is not compromised. Utility gloves will be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

2.7 Housekeeping

- 2.7.1 This facility will be cleaned as regularly scheduled. If contamination occurs, decontamination will be accomplished using a commercially prepared disinfectant or a **solution of one part CLOROX to nine parts water** on all contaminated surfaces. All contaminated surfaces will be decontaminated immediately or as soon as feasible after any spill of blood or other potentially infectious materials. All trash bins, pails, cans and similar receptacles shall be inspected and decontaminated as needed by the janitor. All equipment contaminated in the field shall be decontaminated as soon as possible.
- 2.7.2 The regularly scheduled cleaning of this facility is as follows:

- DAILY:**
- (1) All bathroom areas cleaned and trash emptied;
 - (2) All countertops and first aid area;
 - (3) All other areas where it can be reasonably assumed that

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- contamination may have occurred.
- MONTHLY:**
- (1) The First Aid kit in the facility;
 - (2) The First Aid kits in the company vehicles.

AS REQUIRED: All Blood or other potentially infectious bodily fluid spills will be cleaned up, as quickly as feasible, by the employee whose bodily fluid is spilled unless this is infeasible due to specific circumstances. The purpose of this practice is to limit the possibility of an exposure incident. Should the employee whose bodily fluid is spilled be unable to fulfill this obligation, the spill is to be cleaned up and disinfected by **AN EMPLOYEE DESIGNATED BY THE COMPANY AND TRAINED IN PROPER CLEAN-UP PROCEDURES.**

- 2.8 Regulated Waste Disposal** - Any regulated waste which may arise shall be placed in closeable, leakproof containers that are properly labeled or color-coded in accordance with the standard. Such containers are located in the supply room.

2.9 Laundry Procedures

- 2.9.1 This section applies to the contamination of clothing by an incident in which the blood or other potentially infectious bodily fluids of a source individual contaminates the clothing of another. This section does not apply to the contamination of the source individual's clothing (the source individual will be responsible to launder their own clothing).
- 2.9.2 Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in appropriately marked bags at the location where it was used. Such laundry will not be sorted or rinsed in the area of use.
- 2.9.3 All employees who handle contaminated laundry will utilize personal protective equipment to prevent contact with blood or potentially infectious materials.
- 2.9.4 Laundry for **Express Transportation Services** will be cleaned at:

IT IS OUR DECISION TO HAVE ALL CONTAMINATED CLOTHING DISPOSED OF AND NOT LAUNDERED

(NOTE: If laundry is sent off site, the laundry service accepting the laundry must be notified pursuant to §(d) of the standard.)

- 2.9.5 Laundry cleaning procedures for home-laundering is listed in appendix "G".

2.10 Hepatitis B Vaccine

- 2.10.1 All employees who have been identified as having exposure to blood or other potentially infectious materials are and will be offered the Hepatitis B vaccine, at no cost to the employee. The vaccine will be offered after the employee has received the training required under the standard and within ten days of his initial assignment to work

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involving the potential for occupational exposure to blood or other potentially infectious materials. (Unless, the employee has previously had the vaccine or wishes to submit to antibody testing which shows the employee to have sufficient immunity.)

- 2.10.2 Employees who decline the Hepatitis B vaccine will sign a waiver, which uses the wording in Appendix A of the OSHA standard. The declination follows this document. No other declination, no matter how complete, may be used to fulfill this obligation.
- 2.10.3 Employees who initially decline the vaccine but who later wish to have it, may then have the vaccine provided at no cost. The manager has the responsibility for assuring that the vaccine is offered, or that a waiver has been signed by the employee. The vaccine shall be administered by the company doctor.

2.11 Post-Exposure Evaluation and Follow-up

- 2.11.1 When the employee incurs an exposure incident, it is required to be reported to the manager. An Exposure Report Form should then be completed.
- 2.11.2 All employees who incur an exposure incident will be offered post-exposure evaluation and follow-up in accordance with the OSHA standard. This evaluation shall be administered by the company doctor.
- 2.11.3 The post exposure follow-up will include the following:
 - a. Documentation of the route of exposure and the circumstances related to the incident;
 - b. If possible, the identification of the source individual and, if possible, the status of the source individual. The blood of the source individual will be tested (after consent is obtained) for HIV/HBV infection;
 - c. Results of testing of the source individual will be made available to the exposed employee, if possible;
 - d. The employee will be offered the option of having their blood collected for testing of the employee's HIV/HBV serological status. The blood sample will be preserved for at least 90 days to allow the employee to decide if the blood should be tested for HIV serological status. However, if the employee decides prior to that time that testing will be conducted, then the appropriate action can be taken and the blood sample discarded;
 - c. The employee will be offered post exposure prophylaxis in accordance with the current recommendation of the U.S. Public Health Service;
 - d. The company doctor will give the employee appropriate counseling concerning precautions to take during the period after the exposure incident. The employee will also be given information by the company doctor on what potential illnesses to be alert for and to report any related experiences to the company doctor;
 - e. An Exposure Follow Up Form will be completed by the employer and kept with the employee's medical record.
- 2.11.4 **(Name)** has been designated to assure that this policy is effectively carried out and to maintain related records.

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2.12 Interaction with Health Care Professionals

- 2.12.1 A written opinion shall be obtained from the health care professional who evaluates employees of this facility. Written opinions will be obtained in the following instances:
- When the employee is sent to obtain the Hepatitis B vaccine;
 - Whenever the employee is sent to a health care professional following an exposure incident.
- 2.12.2 Health care professionals shall be instructed to limit their opinions to:
- Whether the Hepatitis B vaccine is indicated and if the employee has received the vaccine, or for evaluation following an incident;
 - That the employee has been informed of the results of the evaluation; and
 - That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials. The written opinion to the employer is not to reference any personal medical information.

2.13 Labels and Signs: Communication of Hazards - To communicate hazards to employees, the following labeling system shall be used:

- 2.13.1 Warning labels shall appear as shown below, and will be orange-red or fluorescent orange with the lettering and symbols in a contrasting color.
- 2.13.2 These labels shall be placed on any containers of potentially infectious waste as necessary.
- 2.13.3 Red bags may be substituted for labels.

2.14 Training: Training will include an explanation of the following:

- 2.14.1 All employees with occupational exposure will receive training at no cost to them, which will occur during working hours;
- 2.14.2 The OSHA standard for Bloodborne Pathogens;
- 2.14.3 Epidemiology and symptomatology of bloodborne diseases;
- 2.14.4 Modes of transmission of bloodborne pathogens;
- 2.14.5 This Exposure control Plan, e.g. points of the plan, lines of responsibility, how the plan will be implemented, etc.;
- 2.14.6 Procedures which might cause exposure to blood or other potentially infectious materials at this facility;
- 2.14.7 Control methods which will be used at the facility to control exposure to blood or other potentially infectious materials;
- 2.14.8 Information on the type, use, location, removal, handling, decontamination, and disposal of PPE;
- 2.14.9 An explanation of the basis for selection of PPE;
- 2.14.10 Who to contact and the appropriate action to take if an emergency involving exposure to blood or other potentially infectious materials occurs;
- 2.14.11 The procedure to follow if an exposure incident occurs;

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- 2.14.12 A question and answer session with the trainer;
- 2.14.13 Post exposure evaluation and follow-up;
- 2.14.14 Signs and labels used at the facility;
- 2.14.15 Hepatitis B vaccine program for this facility; and
- 2.14.16 All employees will receive annual refresher training. Refresher training will be conducted within one year of the employee's previous training.

2.15 Recordkeeping: Medical Records and Training Records

- 2.15.1 The company establishes and maintains accurate records for each employee with occupational exposure, in accordance with 29 CFR 1910.20 and paragraphs (h)(1) of the Bloodborne Standard.
- 2.15.2 Training records are maintained in accordance with paragraph 2.14 be retained for 3 years from the date on which the training occurred.
- 2.15.3 Both training and medical records required by the standard are made available upon request to employees or their representatives.
- 2.15.4 All medical and training records required by the OSHA standard are maintained by:

MEDICAL RECORDS -

TRAINING RECORDS -

3. Methods of Compliance

- 3.1 General - Universal precautions shall be observed by **Celebrity Coaches of America, Inc.** employee's to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.
- 3.2 Engineering and Work Practice Controls
 - 3.2.1 Engineering and work practice controls will be used to eliminate or minimize employee exposure. Where occupational exposure remains after institution of these controls, personal protective equipment shall also be used.
 - 3.2.2 Engineering controls are examined and maintained or replaced on a regular schedule to ensure their effectiveness.
 - 3.2.3 The company provides handwashing facilities which are readily accessible to employees.
 - 3.2.4 When provision of handwashing facilities is not feasible, we provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth or paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running water as soon as feasible.
 - 3.2.5 The company will ensure that employees wash their hands immediately, or as soon as feasible, after removal of gloves or other personal protective equipment.
 - 3.2.6 The company will ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible, for a

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minimum of five minutes, following contact of such body areas with blood or other potentially infectious materials.

- 3.2.7 Equipment which may become contaminated with blood or other potentially infectious materials shall be examined prior to further use and shall be decontaminated as necessary.

3.3 Personal Protective Equipment

- 3.3.1 **Provision.** When there is occupational exposure, the company will provide, at no cost to the employee, appropriate personal protective equipment such as, but not limited to, the following:

- a. Gloves;
- b. Face shield or masks and eye protection;
- c. One-way, flow type, mouthpieces;
- d. Resuscitation bags; and
- e. Pocket masks or other ventilation devices.

- 3.3.2 Personal protective equipment shall be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time in which the protective equipment will be used.

- 3.3.3 **Use.** The company will ensure that the employee uses appropriate personal protective equipment unless the company shows that the employee temporarily and briefly declined to use personal protective equipment when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance its use would have prevented the delivery of health care or public safety services, or would have posed an increased hazard to the safety of the worker or workers. When the employee makes this judgment, the circumstances shall be investigated and documented in order to determine whether changes can be instituted to prevent such occurrences in the future.

- 3.3.4 **Accessibility.** The company will ensure that appropriate personal protective equipment in the appropriate sizes is readily accessible at the worksite or is issued to employees. Hypoallergenic gloves, glove liners, powder less gloves, or other similar alternatives are readily accessible to those employees who are allergic to the gloves normally provided.

- 3.3.5 **Cleaning, Laundering, and Disposal.** The company will clean, launder, and dispose of personal protective equipment required by the program at no cost to the employee. This shall be accomplished as per section 2.9.4 of this program.

- 3.3.6 **Repair and Replacement.** The company will repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee.

- 3.3.7 If a garment or garments is penetrated by blood or other potentially infectious materials, the garment or garments shall be removed immediately or as soon as feasible.

- 3.3.8 All personal protective equipment shall be removed prior to leaving the work area/job site.

- 3.3.9 When personal protective equipment is removed it shall be placed in an appropriately-designated area or container for storage, washing, decontamination, or disposal.

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Disposable personal protective equipment shall be placed in an appropriate container for disposal.

- 3.3.10 **Gloves.** Gloves shall be worn when it can be reasonably anticipated that the employee may have hand contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin; and when handling or touching contaminated items or services.
- Disposable (single-use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.
 - Disposable (single-use) gloves shall not be washed or decontaminated for reuse.
 - Utility gloves may be decontaminated for reuse if the integrity of the glove is not compromised. However, they must be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.
- 3.3.11 **Masks, Eye Protection and Face Shields.** Masks in combination with eye protection devices, such as goggles or glasses with solid side shields, or chin-length face shield shall be worn whenever splashes, spray, splatter, or droplets of blood or other potentially infectious materials may be generated and eye-nose-or mouth contamination can be reasonably anticipated.

3.4 Housekeeping

- 3.4.1 The company will ensure that the worksite is maintained in a clean and sanitary condition. The company will determine and implement an appropriate schedule for cleaning and method of decontamination based upon the location within the facility, type of surface to be cleaned, type of soil present, and tasks or procedures being performed in the area. This schedule is listed in section 2.7.2 of this document.
- 3.4.2 All equipment and working surfaces shall be cleaned and decontaminated after contact with blood or other potentially infectious materials.
- Contaminated work surfaces must be decontaminated with an appropriate disinfectant after completion of procedures; immediately or as soon as feasible when surfaces are overtly contaminated, or after any spill of blood or other potentially infectious materials; and at the end of the work shift if the surface may have become contaminated since the last cleaning.
 - Protective coverings, such as plastic wrap, aluminum foil, or other imperviously backed absorbent paper used to cover equipment and environmental surfaces, must be removed and replaced as soon as feasible when they become overly contaminated or at the end of the work shift, if they have become contaminated during the shift.
 - All bins, pails, cans and similar receptacles intended for reuse which have a reasonable likelihood of becoming contaminated with blood or other potentially infectious materials shall be inspected and decontaminated on a regularly

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scheduled basis and cleaned and decontaminated immediately or as soon as is feasible upon visible contamination.

- d. Broken glassware, which may be contaminated, shall not be picked up directly with the hands. It must be cleaned up using mechanical means, such a brush and dustpan, tongs, or forceps.

3.4.3 Regulated Waste

- a. Contaminated sharps, discarding and containment. Contaminated sharps must be discarded immediately or as soon as feasible in containers that are closeable; puncture-resistant; leakproof on sides and bottom; and labeled or color-coded in accordance with the standard. Containers shall be closed as soon as possible to prevent spillage or protrusion of contents during handling. Secondary containers should be used if leakage is possible.
- b. Other waste containment. Other regulated waste shall be placed in containers which are closeable; constructed to contain all contents and prevent leakage of fluids during handling, storage, transport or shipping; labeled or color-coded in accordance with the standard; and closed prior to removal to prevent spillage or protrusion of contents during handling. If outside contamination of the regulated waste container occurs, it shall be placed in a second container. The second container shall comply with the rule above.
- c. Disposal of all regulated waste shall be in accordance with applicable regulations of the United States, states and territories, and political subdivisions of states and territories.

3.4.4 Laundry

- a. It is not anticipated that laundry will be a factor for the typical Rural Electric Cooperative, including **Express Transportation Services**.
- b. The standard provides that contaminated laundry must be handled as little as possible with a minimum of agitation. Employers must ensure that the employees who have contact with contaminated laundry wear protective gloves and other personal protective equipment.
- c. When a facility ships contaminated laundry off-site to a second facility which does not utilize universal precautions in the handling of all laundry, the facility generating the contaminated laundry must place such laundry in bags or containers which are labeled or color-coded in accordance with the standard.

4 Hepatitis B Vaccination & Post-Exposure Evaluation & Follow-up

4.1 General

- 4.1.1 As per the OSHA Bloodborne Pathogen Standard, 29 CFR 1910.1030, **Celebrity Coaches of America, Inc.** makes available the hepatitis B vaccine and vaccination series to all employees who have occupational exposure, and post-exposure evaluation and follow-up to all employees who have had an exposure incident.

- 4.1.2 First aid providers whose primary job is not first aid administration but may on occasion

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be called upon to perform first aid as a collateral duty, have been offered a pre-exposure hepatitis B vaccine.

- 4.1.3 The company has offered the HBV vaccination to the warehouse person who is responsible for the clean-up of blood and other potentially infectious materials spill when the janitor is not available.
- 4.1.4 The company ensures that all medical evaluations and procedures, including the hepatitis B vaccine and vaccination series and post-exposure evaluation and follow-up, including prophylaxis, are:
 - a. Made available at no cost to the employee;
 - b. Made available to the employee at a reasonable time and place;
 - c. Performed by or under the supervision of a licensed physician or by or under the supervision of another licensed health care professional; and
 - d. Provided according to recommendations of the U.S. Public Health Service at the time these evaluations and procedures take place.
- 4.1.5 The company will ensure that all laboratory tests are conducted by an accredited laboratory at no cost to the employee.

4.2 Hepatitis B Vaccination

- 4.2.1 A hepatitis B vaccination is made available after the employee has received the required training concerning the vaccination and within 10 working days of initial assignment to all employees who have occupational exposure unless the employee has previously received the complete hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated.
 - a. Hepatitis B vaccinations for first aid designees must be provided pursuant to Section 4.1.2 this program.
- 4.2.2 The company does not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.
- 4.2.3 If the employee initially declines hepatitis B vaccination but at a later date while still covered under the standard decides to accept the vaccination, the company makes available the hepatitis B vaccination at that time.
- 4.2.4 The company ensures the employees who decline to accept hepatitis B vaccination offered by the company, sign the Declination Statement attached in the appendix of this notebook. If a routine booster dose(s) of hepatitis B vaccine is recommended by the U.S. Public
- 4.2.5 Health Service at a future date, such booster dose(s) will be made available to the employee as outlined above.

- 4.3 **Post-Exposure Evaluation and Follow-Up** - Following a report of an exposure incident, the company will make immediately available to the exposed employee a confidential medical evaluation and follow-up, including at least the following elements:

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- 4.3.1 Documentation of the route(s) of exposure and the circumstances under which the exposure incident occurred;
- 4.3.2 Identification and documentation of the source individual, unless the company can establish that identification is infeasible or prohibited by state or local law.
 - a. The source individual's blood must be tested as soon as feasible and after consent is obtained in order to determine HBV and HIV infectivity. If consent is not obtained, the company will establish that legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available, must be tested and the results documented.
 - b. When the source individual is already known to be infected with HBV or HIV, testing for the source individual's known HBV or HIV status need not be repeated. Results of the source individual's testing is to be made available to the exposed employee, and the employee must be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.
 - c.
- 4.3.3 Collection and testing of blood for HBV and HIV serological status.
 - a. The exposed employee's blood must be collected as soon as feasible and tested after consent is obtained.
 - b. If the employee consents to baseline collection, but has not given consent at that time for HIV serologic testing, the sample must be preserved for at least 90 days. If, within 90 days of the exposure incident, the employee elects to have the baseline sample tested, such testing must be done as soon as feasible.
- 4.3.4 Post-Exposure Prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service;
- 4.3.5 Counseling; and
- 4.3.6 Evaluation of reported illnesses.

4.4 Information Provided to the Healthcare Professional

- 4.4.1 The company does ensure that the health care professional responsible for the employee's hepatitis B vaccination is provided a copy of this regulation.
- 4.4.2 The company does ensure that the health care professional evaluating an employee after an exposure incident is provided the following information:
 - a. A copy of this regulation;
 - b. A description of the exposed employee's duties as they relate to the exposure incident;
 - c. Documentation of the route(s) of exposure and circumstances under which exposure occurred;
 - d. Results of the source individual's blood testing, if available; and
 - e. All medical records relevant to the appropriate treatment of the employee, including vaccination status, which are the company's responsibility to maintain.

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4.5 Healthcare Professionals Written Opinion - The employer must obtain and provide the employee with a copy of the evaluating health care professional's written opinion within 15 days of the completion of the evaluation.

4.5.1 The health care professional's written opinion for hepatitis B vaccination must be limited to whether hepatitis B vaccination is indicated for an employee, and if the employee has received such vaccination.

4.5.2 The health care professional's written opinion for post exposure evaluation and follow-up must be limited to the following information:

- a. That the employee has been informed of the results of the evaluation;
- b. That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment; and
- c. All other findings or diagnoses must remain confidential and cannot be included in the written report.

4.5.3 Medical Records required by the Bloodborne Pathogen Standard must be maintained in accordance with the recordkeeping section of this notebook.

5 Communication of Hazards to Employees

5.1 Labels

5.1.1 Warning labels are affixed to containers of regulated waste or other potentially infectious material.

5.1.2 Labels required by this section shall include the following legend:

5.1.3 These labels are fluorescent orange or orange-red or predominantly so, with lettering or symbols in a contrasting color.

5.1.4 Labels are affixed as close as feasible to the container by string, wire, adhesive, or other method that prevents their loss or unintentional removal.

5.1.5 Red bags or red containers may be substituted for labels.

5.1.6 Regulated waste that has been decontaminated need not be labeled or color-coded.

5.2 Information and Training

5.2.1 The company will ensure that all employees with occupational exposure participate in a training program which is provided at no cost to the employee and during working hours.

5.2.2 Training is provided as follows:

- a. At the time of initial assignment to tasks where occupational exposure may take place.
- b. At least annually thereafter.

5.2.3 For employees who have received training on bloodborne pathogens in the year preceding the effective date of the standard, only training with respect to the provisions of the standard which were not included need be provided.

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- 5.2.4 Annual training for all employees is provided within one year of their previous training.
- 5.2.5 The company provides additional training when changes such as modification of tasks or procedures or institution of new tasks or procedures affect the employee's occupational exposure. The additional training may be limited to addressing the new exposures created.
- 5.2.6 Material appropriate in content and vocabulary to educational level, literacy, and language of employees is used.
- 5.2.7 The training program contains, at a minimum, the following elements:
 - a. An accessible copy of the regulatory text of this standard and an explanation of its contents;
 - b. A general explanation of the epidemiology and symptoms of bloodborne diseases;
 - c. An explanation of the modes of transmission of bloodborne pathogens;
 - d. An explanation of the company's exposure control plan and the means by which the employee can obtain a copy of the written plan;
 - e. An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials.
 - f. An explanation of the use and limitations of methods that will prevent or reduce exposure including appropriate engineering controls, work practices, and personal protective equipment;
 - g. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment;
 - h. An explanation of the basis for selection of personal protective equipment;
 - i. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge [or, after exposure].
 - j. Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials;
 - k. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available;
 - l. Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident;
 - m. An explanation of the labels and/or color-coding required by this standard; and
 - n. An opportunity for interactive questions and answers with the person conducting the training session.
- 5.2.8 The person conducting the training is knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

6 Recordkeeping

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6.1 Medical Records

- 6.1.1 The company establishes and maintains an accurate record for each employee with occupational exposure, in accordance with 29 CFR 1910.20.
- 6.1.2 This record includes:
 - a. The name and social security number of the employee;
 - b. A copy of the employee's hepatitis B vaccination status including the dates of all the hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination as outlined in Section V.B. of this notebook;
 - c. A copy of all results of examinations, medical testing, and follow-up procedures as outlined in Section V.C. of this notebook;
 - d. The company's copy of the healthcare professional's written opinion as outlined in Section V.E. of this notebook; and
 - e. A copy of the information provided to the health-care professional as outlined in Section V.D.2(b)(c) and (d).
- 6.1.3 Confidentiality. The company will ensure that employee medical records required by Section VII.A. are:
 - a. Kept confidential; and
 - b. Are not disclosed or reported without the employee's express written consent to any person within or outside the workplace except as required by this section or as may be required by law.
- 6.1.4 The company must maintain the records required by paragraph (h) of the standard for at least the duration of employment **plus 30 years** in accordance with 29 CFR 1910.20.

6.2 Training Records

- 6.2.1 Training records include the following information:
 - a. The dates of the training sessions;
 - b. The contents or a summary of the training sessions;
 - c. The names and qualifications of persons conducting the training; and
 - d. The names and job titles of all persons attending the training sessions.
- 6.2.2 Training records are maintained for three years from the date on which the training occurred.

6.3 Availability

- 6.3.1 The company ensures that all records required to be maintained by the standard will be made available upon request to OSHA for examination and copying.
- 6.3.2 Employee training records required by the standard must be provided upon request for examination and copying to employees, to employee representatives, and to OSHA.
- 6.3.3 Employee medical records required by the standard must be provided upon request for examination and copying to the subject employee, to anyone having the written consent of the employee, and to OSHA.

6.4 Transfer of Records

- 6.4.1 The company will comply with the requirements involving transfer of records set forth in 29 CFR 1910.20(h).
- 6.4.2 If the company ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, the company will notify OSHA, at least three months prior to their disposal and transmit them to OSHA, if required by OSHA to do so within that three month period.

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EMPLOYEES WHO HAVE ATTENDED TRAINING

DATE:

9/14/2009

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EMPLOYEE VACCINATIONS AND DECLINATIONS

EMPLOYEES WHO RECEIVED VACCINATIONS

DATES

EMPLOYEES WHO SIGNED DECLINATIONS

DATES

EMPLOYEES WHO RECEIVED VACCINATION ELSEWHERE

DATES

**HEPATITIS B VACCINE DECLINATION
(MANDATORY)**

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to me. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Name (Type or Print)

Signature

Social Security Number

Date

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**EXPOSURE REPORT FORM
EVALUATION OF EXPOSURE INCIDENT**

To be completed if blood or other potentially infectious material contacts an employee's eyes, mouth, or other mucous membranes; or if contact occurs through a break in the skin or a puncture wound. (One copy to employee. One copy to healthcare professional. One copy to employee's medical record file at central office.)

Employee name _____
Social Security number _____ Job title _____
Dates of employee's hepatitis B vaccination series _____
Date and time of exposure incident _____
Date and time employee was referred to licensed healthcare professional. _____

Description of the incident, including employee's duties as they relate to the incident, circumstances surrounding the incident, and route of exposure (type of material contacted, and whether contact was through eyes, mouth, etc.): _____

Did you have any open cuts, sores, rashes, etc., at the time you came in contact (Yes or No)? Describe: _____

Was personal protective equipment utilized to prevent this type of contact (Yes or No)? Describe: _____

If no, explain circumstances: _____
Name, address, and other identifying information regarding the **source individual**: _____

Has source individual been tested to determine HIV/HBV infectivity (Yes or No)?
Has exposed employee been notified of results of source individual's testing (Yes or No)?
Has exposed employee been notified of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual (Yes or No)?
If source individual refuses testing, document that legally required consent for testing can not be obtained: _____

Person making this report: _____
Signature Date

The company must provide the exposed employee with a confidential medical evaluation and follow-up from a licensed healthcare professional immediately after exposure (within 24 hours). The information on this form along with a copy of the OSHA Standard must be provided to the healthcare professional. The cooperative must also provide the healthcare professional with all medical records in the possession of the cooperative which are relevant to the treatment of the employee. Within 15 days of the completion of the evaluation, the cooperative must provide the employee with a copy of the healthcare professional's written opinion.

EXPOSURE FOLLOW UP FORM

Name_____

Position_____

Exposure Date_____ Time of Exposure_____

Department_____ Division_____

Exposure Location_____

Exposure Source _____

Source's infectious disease diagnosis _____

Date employee received HBV vaccination _____

Other vaccinations and dates

**MEDICAL RECORDS FOR THE HEPATITIS B
VACCINATION**

Additional medical information connected with the hepatitis B vaccination will be kept in each employee's personal file at the Central Office and will include: (1) All medical records relative to the hepatitis vaccination; (2) All results of examinations, medical testing, and follow-up procedures; (3) The healthcare professional's written opinion; and (4) A copy of the information provided to the healthcare professional.

Name of Employee

**Social Security
Number**

**Date of
Hepatitis B Vaccinations**

**CIRCUMSTANCES SURROUNDING EMPLOYEE'S JUDGEMENT
TO TEMPORARILY DECLINE THE USE OF PERSONAL PROTECTIVE EQUIPMENT**

To be completed if an employee temporarily and briefly declined to use personal protective equipment under rare and extraordinary circumstances when it was the employee's judgment that the use of such equipment would have posed an increased hazard to the worker.

Employee name _____

Social Security Number _____ Job title _____

Dates of employee's hepatitis B vaccination series _____

Date, time, and location of incident _____

Description of circumstances surrounding the incident, including basis for employee's decision to decline the use of personal protective equipment:

What changes will be made to prevent similar occurrences in the future:

Person making this report: _____
(Signature) (Date)

**INSTRUCTIONS FOR HOME-LAUNDERING OF
CONTAMINATED CLOTHING**

Clothing should be transported home in an impervious bag. The bag itself should be bagged in another plastic bag, closed tightly, and discarded with other household trash. Hands must be washed thoroughly after handling the soiled clothing in transferring it from the impervious bag to the home washing machine or other container used for terminal disinfection; handling must be kept to the absolute minimum. A good technique is to grasp the soiled clothing through the outside of the plastic bag, and to complete the transfer without hands-on contact.

WHITE & COLORFAST COTTONS, LIN

EN, RAYON, NYLON, DACRON, OR ORLON - should be washed in water as hot as the fabric can tolerate, in a home washing machine with 1 cup of household bleach added to the wash water and laundry detergent, or they can be washed by hand after soaking at least 10 minutes in again, as hot of water as is tolerated by the fabric, to which laundry detergent and 1 ounce (2 tablespoons) of household bleach per gallon of water have been added.

SILK, WOOL (or any other fabric that the previous method would damage), NONFAST COLORS - should be washed in warm water in a home washing machine with Lysol or other phenolic household disinfectant added to the wash water and laundry detergent. For Lysol or other products with approximately 5% phenols, add 1 cup of product to the washing machine. After washing and rinsing, these clothes must be washed without phenols and rinsed a second time to remove all possible toxic residues of phenols. Clothing can also be washed by hand with phenols in warm water; add 1 ounce (2 tablespoons) of approximately 5% phenolic household disinfectant per gallon of warm water together with the laundry detergent, and rinse thoroughly at least 3 times after washing.

Substance Abuse



Express Transportation Services

Express Transportation Services SUBSTANCE ABUSE POLICY

1. Purpose

Alcohol and drug abuse ranks as one of the major health problems in the United States. Our employees are our most valuable resource and their safety and health is of paramount concern. We are committed to providing a safe working environment to protect our employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

2. General Policy

Each Company employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. For these reasons, we have adopted a policy that all employees must report to work completely free from the presence of drugs and the effects of alcohol.

3. Drug Use/Distribution/Possession/Impairment

All employees are prohibited from manufacturing, cultivating, distribution, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on company property (including parking areas and grounds), or while otherwise performing their work duties away from company. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with their prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work, and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

4. Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distribution, dispensing, possessing or using alcohol while at work or on duty. Furthermore, all employees are prohibited from having alcohol in their system while at work or on duty.

Express Transportation Services

5. Prescription Drugs

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. In addition, employees can report the use of prescription or nonprescription drugs that may affect drug tests by completing a written consent form. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

6. Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his or her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his or her immediate supervisor.

7. Who is Tested

Company shall conduct drug tests in the following circumstances:

Post-Accident. Employees involved in an injury-producing incident or illness during work where medical treatment by a medical practitioner is sought or required will be tested. This test shall be done within 8 hours of the injury/illness incident that resulted in medical attention. Failure to comply will be considered a "refusal to test".

8. Discipline

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

9. Enforcement Policy

In order to enforce this policy and procedure, Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises and job sites, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and company vehicles, etc. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when requested by supervisor for testing.

10. Employee Assistance

The Company expects employees who suspect they have an alcohol or drug problem to seek treatment. The Company will help employees who abuse alcohol or drugs by providing a referral to an appropriate professional organization. However, it is the responsibility of the employee to seek, accept and pay for needed assistance before drug and alcohol problems lead to disciplinary action, including termination. Failure to enter, remain or successfully complete a prescribed

Express Transportation Services

treatment program may result in termination of employment. Confidentiality of records and information will be maintained in accordance with all local, state, and federal laws.

Entrance into a treatment program does not relieve an employee of the obligation to satisfy the Company's standards regarding an employee's performance, and participation will not prevent the Company from administering discipline for violation of its policies or relieve the employee of his/her responsibility to perform his/her job in a satisfactory, safe and efficient manner.

11. **Confirmation Testing** All urinalysis drug tests will utilize an initial immunoassay methodology or an equivalent. All positive results shall be confirmed by a licensed laboratory using gas chromatography/mass spectrometry (GC/MS) or an equivalent.

12. **What Happens When An Employee Tests Positive For Prohibited Substances**

All employees who test positive in a confirmed substance test will be subject to discipline up to and including discharge.

In those rare circumstances in which an employee is not immediately terminated for testing positive or for some other violation of the policy, the Company, in its sole discretion, may allow the employee to return to work pursuant to the employee executing an agreement acknowledging:

- a. That they tested positive or otherwise violated the policy; and
- b. That in exchange for Company not terminating them for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation counseling or other activities prescribed by Company coordinating physician in conjunction with management; to undergo periodic unannounced screening for a set period; and be subject to termination for any future violation of the policy.

13. **Return/Continuing to Work**

Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, will not be returned to work or continue working until they have been evaluated by a Company selected physician to determine if they can safely return to work.

Substance Abuse - CDL



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SELF INSURED GROUP

Procedures for Establishing a Substance Abuse Testing Program

The following steps are provided as a guide to help you implement the Substance Abuse Testing Program. If you have any questions regarding these guidelines, contact Bob Arnold, Director of Safety with PGM Safety Services, at 775-887-2480 or 800-859-3177.

- Once you have established a drug-testing program, you must have a written policy. PGM Safety Services can provide you with a sample program. This program should be modified to include only the specific drug testing that you wish to implement, for example pre-employment and/or post-accident drug testing.
- This written policy must become part of your personnel policies. Have each new employee sign the policy receipt/notification form upon hire and keep this form in his/her personnel file. For your current employees, have each one sign the policy receipt/notification and add it to his/her personnel file. *The existing employees may not be drug tested for 30 days from the date the policy is signed. The policy is immediately effective for all new employees.*
- You must then contact a facility that does drug testing. The easiest approach is to establish the policy and give a copy of the policy to the occupational health center that you prefer and that is conveniently located. Emergency rooms at hospitals, usually, will not do drug testing. Pro Group Management has negotiated a price of \$35 for non-DOT drug testing with all Concentra Occupational Health Clinics for members of our groups. The usual fee for DOT drug testing is \$50. If you elect to use a different clinic, or if there is not a Concentra Clinic near you, you may contact the most convenient urgent care center to set up drug testing. We can usually provide suggestions. Again, the facility may ask for a copy of your drug-testing policy.
- After completing the written policy and establishing the drug testing at a local facility, send all employees to that center according to your specific policy. If an employee is treated in an emergency room for a workers' comp injury and not drug tested, you may still send him/her for post-accident drug testing to the contracted clinic. Drug testing should be done as quickly after a reported accident as possible.

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SUBSTANCE ABUSE

1. **PURPOSE:** It is the policy of **Express Transportation Services** that its drivers be free of substance and alcohol abuse. Consequently, the use of illegal drugs by drivers is prohibited. Further, drivers shall not use alcohol or engage in “prohibited conduct” as defined herein. The overall goal of this policy is to ensure a drug-and alcohol-free transportation environment and to reduce accidents, injuries, and fatalities.
2. **CONSEQUENCES OF POLICY VIOLATION:** Any driver who becomes unqualified or engages in prohibited conduct as set forth herein may be subject to termination of employment.
3. **PROHIBITED CONDUCT:**
 - a. No driver shall report for duty or remain on duty while having an alcohol concentration of .02 or greater.
 - b. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol unless the alcohol is manifested and transported as part of a shipment.
 - c. No driver shall use alcohol while performing safety-sensitive functions.
 - d. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
 - e. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.
 - f. No driver shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.
 - g. No driver shall report for duty or remain on duty when the driver uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver’s ability to operate a commercial motor vehicle. Drivers must report use of prescription medicine to a Company management official prior to driving.
 - h. If a driver engages in prohibited conduct, the driver is not qualified to drive a commercial motor vehicle and shall be immediately removed from service. The Company may, in its discretion, at the request of the driver, keep the driver’s position open while such driver attempts to become re-qualified. The Company may also take action against the driver up to and including termination.

4. **DEFINITIONS:**

Alcohol - The intoxication agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Concentration (or content) - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

Alcohol Use - The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Company Property - All company owned or leased property used by Employees including but not limited to working facilities, apartments, parking lots, vehicles, lockers, desks, closets, etc.

Confirmation Test - For alcohol testing means, a second test, following a screening test with a result of .02 or greater alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or a metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GS/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

Consortium - Means an entity, including a group or association of employers or contractors, that provides alcohol or controlled substances testing as required by this policy, or other DOT alcohol or controlled substances testing rules, and that acts on behalf of the employers.

Controlled Substance - Any substance identified in Part 40.21(a) of the FMCSR.

Driver - Means any person who operates a commercial motor vehicle for the company and/or in behalf of the company.

Drug - A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user. "Drug," as used herein, includes Controlled Substances, Illegal Drugs, and prescription drugs.

Drug Paraphernalia - Equipment, product or material that is used or intended for use in concealing an illegal drug or Controlled Substance or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body and Illegal Drug or Controlled Substance.

Employer-(Management) - Means any person who owns or leases a commercial motor vehicle and/or assigns persons to operate such a vehicle in the course of employ. The term employer includes an employer's agents, officers and representatives.

Illegal Drug - Any Drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture or storage is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any reason other than a legitimate medical reason and inhalants used illegally. Included is marijuana or cannabis in all forms.

Reasonable Cause - A belief by the Company that the actions or appearance of conduct

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of a driver are indicative of the use of a Controlled Substance, Illegal Drug, or alcohol or are indicative of a violation of this Policy or for which no other explanation is readily available. Reasonable Cause includes the concept of reasonable suspicion.

Refuse to Submit (to an alcohol or controlled substance test) - An employee and/or manager who: (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she has received notice of the requirement for urine testing, (3) engages in conduct that clearly obstructs the testing process.

Safety-sensitive function - Means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibilities for performing work; and as further defined in 382.107 of the FMCSR.

Screening test (also known as initial testing) - In alcohol testing, an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Testing - A urine, and/or breath test as applicable to determine drug or alcohol content in the Employee's system. Testing will be required in the following instances:

- i. Pre-employment (alcohol test not required)
- ii. Reasonable Cause.
- iii. Random testing - without notice - 50% annual rate (drugs), 10% annual rate (alcohol)
- iv. On-the-job Injury Accident.
- v. Post-accident involving a motor vehicle per 49CFR 382.302.

Under the Influence - A state of having a blood alcohol concentration of 0.04 or more, or the state of not having the normal use of mental or physical faculties resulting from the introduction of alcohol into the body.

Testing - Random Testing without notice:

- vi. - 50% annual rate for drugs
- vii. - 10% annual rate for alcohol

3. **REFUSAL TO TEST:** Refusal to submit to the types of drug and alcohol tests employed by the Company will be grounds for refusal to hire driver/applicants and to terminate employment of existing drivers. A refusal to test is defined to be conduct that would obstruct the proper administration of a test. Refusing to sign the Alcohol Test Release Form is considered **refusal** to test. A delay in providing a urine, breath or saliva specimen could be considered a refusal. If a driver cannot provide a sufficient quantity of urine or breath, he/she will be evaluated by a physician of the company's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen (either breath or urine), it will be considered a refusal to test. In that

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circumstance the driver has violated one of the prohibitions of the regulations.

4. **TYPES OF TESTS:** Pursuant to regulations promulgated by the Department of Transportation (DOT), the Company has implemented six circumstances for drug and alcohol testing: (1) pre-employment (drug testing only); (2) post-accident testing/on-the-job injury accident; (3) random testing; (4) reasonable suspicion testing; (5) return-to-duty testing; and (6) follow-up testing.
 - a. **PRE-EMPLOYMENT TESTING:** No employer shall allow a driver to perform a safety sensitive function until they have received the negative controlled substance test result.
 - b. **RANDOM TESTING:** The company is to randomly test drivers at a minimum annual percentage rate of 10% of the number of drivers for alcohol testing, and 50% for controlled substances testing. The random alcohol test must be performed immediately prior, during or immediately after a driver is about to, or has performed a safety sensitive function as defined in Section 382.107. All drivers must have an equal chance of being selected.
 - c. **POST-ACCIDENT TESTING:** As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for alcohol and controlled substances each surviving driver; Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or Who receives a citation under State or local law for a moving traffic violation arising from the accident, if the accident involved: Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
 - d. **ON-THE-JOB INJURY ACCIDENT:** The Company will require a driver involved in any injury producing incident to submit to drug testing. Any driver that tests positive on the drug test at the levels set forth in this Policy will be subject to immediate disciplinary action, up to and including termination.
 - e. **REASONABLE SUSPICION TESTING:** An employer shall require a driver to submit to an alcohol and/or controlled substance test when the employer has reasonable suspicion to believe that the driver has violated the prohibitions concerning alcohol and/or controlled substances. The employer's determination that controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body orders of the driver. The required observations shall be made by a supervisor or company official who is trained in accordance with 382.603.
 - f. **RETURN-TO-DUTY:** Each employer shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by subpart B of this part concerning alcohol or controlled

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substances, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02, or the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

- g. **FOLLOW-UP:** If a Substance Abuse Professional has determined that a driver needs assistance for the misuse of alcohol, or for use of a controlled substance, an employer must ensure that the driver is subject to follow-up testing. A minimum of six tests must be conducted in the first 12 months, and the driver may only be subject to this test for a maximum of 60 months.

- 5. **INQUIRIES TO PREVIOUS EMPLOYERS:** A motor carrier, with the driver's written authorization, shall inquire about the following information on a driver from the driver's previous employers for a period of two years preceding the driver's date of application:

- a. Alcohol tests with a result of 0.04 alcohol concentration or greater;
- b. Verified positive controlled substances test results; and
- c. Refusals to be tested.

- 6. **DRUG URINALYSIS:**

- a. Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine (PCP). The urinalysis procedure starts with the collection of a urine specimen. Urine specimens will be submitted to a DHHS-certified laboratory for testing. As part of the collection process, the specimen provided will be split into two vials; a primary vial and a secondary vial. The DHHS-certified laboratory will perform initial screening on all primary vials. In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the Medical Review Office (MRO) as a positive. All laboratory results will be reported by the laboratory to a Medical Review
- b.

- c. Officer (MRO) designated by the Company. Negative test results shall be reported by the MRO to the Company. Before reporting a positive test result to the Company, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact the Company management official designated in advance by the Company, who shall, in turn, contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. If, after failing to contact the MRO after 5 days, or if the driver cannot be contacted at all within 14 days, the MRO may

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verify the test as positive. After any positive verification the driver may petition the MRO to reopen the case for reconsideration.

- d. Pursuant to DOT regulations, individual test results for driver/applicants and drivers will be released to the Company and will be kept strictly confidential unless consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.
- e. An individual testing positive may make a request of the MRO to have the secondary vial tested. The secondary vial may be tested by a different DHHS-certified lab than tested the primary specimen. The individual making the request for a test of the second specimen is timely if it is made to the MRO within 72 hours of the individual being notified by the Company of a positive test result.

7. ALCOHOL TESTS:

- a. The Company will perform alcohol testing using a device that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the DOT's testing requirements. This may be a breath testing device or a saliva-based testing device, and may be provided through a vendor or agent. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating. The driver shall report to the alcohol testing site as notified by the Company. The driver shall follow all instructions given by the alcohol technician.
- b. Any initial test indicating a blood alcohol concentration (BAC) of .02 or greater will be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .02 to .0399, the driver shall be removed from duty for 24 hours or until his/her next scheduled on-duty time, whichever is longer. Drivers with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after duty.

8. TRAINING: Every motor carrier shall provide educational materials explaining the requirements of the regulations as well as the employer's policies regarding alcohol misuse and controlled substance abuse. At a minimum, detailed discussions should include:

- a. The identity of the person designated to answer drug and alcohol questions
- b. Which drivers are subject to these requirements what behavior is prohibited, and a clarification of what a "safety sensitive function" is.
- c. The circumstances under which a driver will be tested, and the procedures that

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- will be used for testing.
- d. Explanations of the requirements that a driver submit to the testing, as well as what constitutes a driver's refusal to submit to testing
 - e. The consequences for drivers who have violated the testing requirements.
 - f. Information concerning the effects of alcohol misuse, and controlled substances abuse on health, work, and personal life.
9. **EMPLOYEE ASSISTANCE PROGRAM:** Normal Company benefits, such as sick leave and the group medical plan, are available to aid in the rehabilitation process. If the available assistance fails or is obviously inappropriate given the nature of the drug use/alcohol and the employees position, the penalty for drug use or alcohol abuse may be termination of employment.
- Note: Additional information and assistance may be obtained by referring to the *Drug Abuse and Alcohol Misuse Training Guide for CDL Drivers* that is being made a part of this policy. Included with this guide is the "designated person" information to call for answering questions and/or referral.
10. **EDUCATIONAL MATERIALS:** The Company shall provide educational materials that explain the requirements of § 382.601, consequences of violating the regulations, and the employer's policies and procedures with respect to meeting these requirements. The materials supplied to drivers may include information on additional employer policies with respect to the use or possession of alcohol or controlled substances, for example, the consequences for a driver found to have a specified alcohol or controlled substances level based on the employer's authority independent of § 382.601. The Company shall ensure each driver is required to sign a statement certifying that he or she has received a copy of these materials described in § 382.601.
11. **LOCATION OF RECORDS:** All required records shall be maintained in a secure location with limited access, and shall be made available for inspection by an authorized representative of the Federal Motor Carrier Safety Administration.

This policy is not intended nor should it be construed as a contract between the Company and the employee. This policy may be changed at any time at the sole discretion of the Company.

The Substance Abuse Program Manager for **Express Transportation Services** is (*Name*).

Program Manager Signature

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Appendix A

DRUG PANEL CHART

Drug	Screening Method	Screening Test Level	Confirmation Method	Minimum Confirmation Level
Amphetamines Amphetamine Methamphetamine	RIA RIA	1000ng/ml 1000ng/ml	GC/MS GS/MS	500ng/ml 500ng/ml
Cocaine Benzoyllecgonine	RIA	300ng/ml	GS/MS	150ng/ml
Marijuana THC Metabolite	RIA	50ng/ml	GS/MS	15ng/ml
Opiates Codeine Morphine	300ng/ml RIA	GC/MS 300ng/ml	300ng/ml GC/MS	300ng/ml
Phencyclidine (PCP)	RIA	25ng/ml	GC/MS	25ng/ml

Note: In certain instances, EIA may replace RIA as the screening method.

RIA - Radio Immunoassay
 EIA - Enzyme Immunoassay
 GC - Gas Chromatography
 GC/MS - Gas Chromatography/Mass Spectrometry
 ng/ml - Nanograms per millimeter (a nanogram is one billionth of a gram)

NOTE:

I. THE DRUG AND ALCOHOL TEST AUTHORIZATION IS MANDATORY PART OF THE DRUG/ALCOHOL TEST PROGRAM.

- A. If an applicant refused to sign this form and to permit proper samples to be collected, the employment procedure must be halted and the applicant **WILL NOT** be hired.
- B. If an existing or current Employee refuses to sign this form as part of a Reasonable Cause test or any federally required test for driver, the refusal should be treated as a **VOLUNTARY QUIT**.

II. PROCEDURAL STEPS FOR USE OF THE TEST AUTHORIZATION

- A. Have the applicant or Employee sign this form prior to any test samples being collected.
- B. Give the clinic or doctor the second/pink copy when the applicant/Employee is sent in for the purpose of a blood or urine sample being collected.
- C. Retain the third/yellow copy of the signed form and send the original/white copy to Safety.

Appendix B

RETENTION TIMES OF DRUGS IN URINE

DRUG	APPROXIMATE RETENTION TIME
Amphetamines	48 hours
Barbiturates	Short-acting (e.g., secobarbital) 24 hours Long-acting (e.g., phenobarbital) 2-3 weeks
Benzodiazepines	3 days if therapeutic dose ingested
Cocaine Metabolite	2 to 4 days
Methadon	Approximately 3 days
Opiates	2 days
Propoxyphene	6 to 48 hours
Cannabinoids	Moderate smoker (4 times/week) – 5 days Heavy smoker (smoking daily) – 10 days *Retention time for chronic smokers may be 20
Methaqualone	2 weeks
Phencyclidine	Approximately 8 days

*Note: interpretation of retention time must take into account variability of urine specimens; drug metabolism and half-life; patient's physical condition; fluid intake; and method and frequency of ingestion. These are general guidelines only. Detection limits may also be affected by the type of test and/or the analytical sensitivity.

Appendix C

BAC CHART

APPROXIMATE BLOOD ALCOHOL PERCENTAGE																
DRINKS		BODY WEIGHT IN POUNDS														
PER HR	100		120		140		160		180		200		220		240	
1	.04		.03		.03		.03		.02		.02		.02		.02	
2	.08		.06		.05		.05		.04		.04		.03		.03	
3	.11		.09		.08		.07		.06		.06		.05		.05	
4	.15		.12		.11		.09		.08		.08		.07		.06	
5	.19		.16		.13		.12		.11		.09		.09		.08	

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6	.23		.19		.16		.14		.13		.11		.10		.09	
7	.26		.22		.19		.16		.15		.13		.12		.11	

PENALTIES

The penalties for driving under the influence (DUI), of alcohol in a commercial motor vehicle are severe.

FIRST CONVICTION will result in an ***AUTOMATIC ONE YEAR*** loss of license, unless you were hauling hazardous material, in which case the suspension for first conviction will be ***THREE YEARS***.

SECOND CONVICTION will result in a ***LIFETIME*** loss of license to operate a commercial motor vehicle.

**49CFR 382
(and 653 & 654)
DRUG ABUSE & ALCOHOL
MISUSE TRAINING GUIDE FOR CDL DRIVERS**

Appendix D

Drug & Alcohol Misuse Training Guide

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INTRODUCTION

DRUNK DRIVER COLLIDES WITH BUS - 37 DIE!

BUS OVERTURNS - 1 DEAD, 18 INJURED. DRIVER DUI!

***AMTRAK TRAIN SLAMS INTO LOCOMOTIVE - 16 DIE.
175 INJURED. ENGINEER HIGH ON MARIJUANA.***

***HEAD-ON COLLISION KILLS MOTHER AND CHILD.
SLIGHTLY INJURED PICKUP DRIVER
DRUNK AS A SKUNK, SAYS WITNESSES.***

These are just a few of the headlines that have shocked the nation in recent years, resulting in a wide-spread "call-to-action" against substance abuse and alcohol misuse.

Today, more than ever, drugs and alcohol in the workplace have become a serious problem.

Let's look at some statistics:

1. Every 23 minutes a death occurs as a result of a drug or alcohol related accident.
2. A typical abuser is:
 - a. Late to work 3 times more often
 - b. Requests twice as much time off
 - c. Is absent 2 ½ times more than the average worker
 - d. Uses 3 times as many sick benefits
 - e. Collects 5 times as much worker's compensation
 - f. Has 300% higher medical costs and benefits.

If these statistics haven't convinced you that the problem is serious, let's look at a few more.

A recent national survey reported that:

1. 19% of ALL children over the age of 12 have used some type of illegal drug.
2. 65% of 18 to 25 year olds have used some type of illegal drug, which is an increase of 1600% in eleven years!
3. 30 to 40 million Americans stated they have used cocaine.
4. By age 17, 70% of American teenagers have tried alcohol.

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So, as you can see, drug and alcohol abuse is a serious problem, having a major effect on all our lives. Even though you may not be abusing drugs or alcohol, you are affected by the results of drug and alcohol abuse in our society. You pay higher medical costs to help cover the costs for abusers who cannot afford the cost of treatment. You pay higher insurance costs to help fund the drug and alcohol abuse programs paid for by insurance companies. The materials and services you buy cost more because of decreased worker productivity, as well as increased costs to employers.

You pay more in automobile insurance to help cover the costs of accidents caused by drunk or drug impaired drivers. As many as 50% of all traffic fatalities are a result of drug or alcohol abuse. According to the National Safety Council, 40,300 deaths occurred in 1992 because of vehicle collisions. As many as 50% of them could have been prevented if those drivers were not drinking and driving.

Because drug and alcohol abuse has become such a major problem, the Department of Transportation has passed regulations requiring that all employees in safety sensitive positions undergo drug and alcohol awareness training, and be tested for drug or alcohol abuse.

Whether you drive a tractor-trailer, school bus, motor-coach, dump truck or some other type of vehicle, you are affected by these regulations. As the operator of a commercial motor vehicle, you have an important responsibility. Every time you get behind the wheel of your vehicle you become the caretaker of not only your life, but the lives of all the motorists with whom you share the road.

Because of this responsibility, the Department of Transportation and your employer want you to be aware of the effects of drugs and alcohol, and want you to know where to get help if you, or someone you know needs it.

HISTORY OF DRUG AND ALCOHOL TESTING IN THE TRANSPORTATION INDUSTRY

In December of 1990, certain segments of the transportation industry began drug testing and training of their employees. The original regulation requiring this testing and training was found in the *Federal Motor Carrier Safety Regulations (FMCSR), Part 391, Subpart H*. It required that all companies involved in the interstate shipment of goods test and train their drivers for substance abuse.

Generally, this regulation, *FMCSR Part 391, Subpart H*, only pertained to trucking companies which crossed state lines, or in some way were involved in the interstate shipment of goods or products. Excluded from drug testing under this regulation were intrastate (which means the drivers do not cross state lines) carriers, school bus operators, utility companies, transit operators, drivers employed by city, state or county governments and other modes of transportation not involved in the interstate shipment of goods or products.

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In the fall of 1991, the United States Congress passed into law the **Omnibus Transportation Employee Testing Act of 1991**. This Act required the Department of Transportation to establish drug **and alcohol** testing and training regulations for all drivers of commercial motor vehicles, who are required by law to have a commercial drivers license.

The Department of Transportation responded, and on March 17, 1994, issued the **FMCSR 49 CFR, Part 392, Subparts A through F**.

WHEN DOES FMCSR 49 CFR, PART 382 GO INTO EFFECT?

These regulations go into effect on January 1, 1995, for organizations with 50 or more drivers.

Organizations with less than 50 drivers have until January 1, 1996 to implement these regulations.

WHO MUST COMPLY WITH FMCSR 49 CFR, PART 382?

When fully implemented, this new regulation will completely replace the old drug testing regulations which were contained in Part 391.

You must comply with these regulations if:

You hold a commercial drivers license and

1. Operate a commercial motor vehicle with a gross weight vehicle rating (GWVR) of 26,000 lbs. or higher.
2. Operate a vehicle with a manufacturer's rating to transport 16 or more persons, including the driver.
3. Operate a vehicle requiring hazardous material placards to be displayed.

Simply put, any driver who is required by job function to be in possession of a CDL and to be "Driver Qualified", must be tested for both alcohol and drugs.

DRIVER TRAINING REGULATIONS

Your employer must tell you who in your organization has been designated to answer questions regarding FMCSR 49 CFR, Part 382. Record that information on the inside back cover of this handbook.

These materials must explain your employer's policies and procedures with respect to the requirements of Part 382. The regulations require that your employer give you the "educational material" in writing. Your employer is also required to give written notice to any employee organization that these "educational materials" are available.

The material found in this **DRUG ABUSE and ALCOHOL MISUSE TRAINING GUIDE** for

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CDL DRIVERS meets all of the requirements for training and distribution or educational materials.

Enclosed with this handbook is a "Driver Handbook Receipt and Certification of Training". Upon receipt of this educational material your employer will request that you complete and sign this form and return it to the Company. This is the verification that you received the "educational material" required by the regulations. This form will be kept in your Driver Qualification File.

WHEN DOES FMCSR 49 CFR, PART 382 APPLY?

These regulations apply to employees involved in the transportation industry when they are performing "safety-sensitive" functions. For commercial drivers, safety-sensitive means on-duty time.

On-duty time is defined as all time from the time a driver begins to work, or is required to be in readiness to work, until the time the driver is relieved from work.

Of course, this includes all time spent driving. But it also includes all time spent inspecting the vehicle, loading or unloading, all time waiting to load or unload or to leave on a trip unless the driver has been specifically relieved of duty.

Simply stated, a driver is considered to be performing a safety-sensitive function during any period in which he is actually performing, ready to perform or immediately available to perform a safety-sensitive function.

As it pertains to drinking any alcoholic beverages, the regulation also says that no driver may consume alcohol within 4 hours of going on duty. Therefore, the period of the work day for which you must be in compliance would be 4 hours prior to actually reporting for work and during all time thereafter while on duty or available to be on duty.

For more information regarding the term "on-duty time", refer to the *Federal Motor Carriers Safety Regulations (FMCSR) Part 395.2*.

PROHIBITIONS

If you violate any of the alcohol or drug prohibitions found under *Subpart B of 49 CFR 382*, the regulations require your employer to take certain, specific actions.

Before discussing the actions which your employer must take, let's look at the prohibited practices.

Part 382.201 - ALCOHOL CONCENTRATION

No driver shall report for duty or remain on duty in a safety-sensitive function while having an

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alcohol concentration of 0.04 or greater. *However, a driver whose alcohol test indicates an alcohol concentration of 0.02 or greater but less than 0.04, must not perform or continue to perform any safety-sensitive functions for the employer for a minimum of 24 hours.*

Part 382.204 - ALCOHOL POSSESSION

No driver will be on duty or operate a commercial motor vehicle while the driver possesses any alcohol. The only exception to this is if the alcohol is manifested and being transported as part of a shipment. In which case, obviously, it had better not be in the cab or in reach of the driver while driving.

Part 382.205 - ON-DUTY USE

No driver shall use alcohol while performing a safety-sensitive function.

Part 382.207 - PRE-DUTY USE

No driver shall perform a safety-sensitive function within four hours after using alcohol.

Part 382.209 - USE FOLLOWING AN ACCIDENT

No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until the driver has taken the post-accident alcohol test, whichever occurs first.

Part 382.211 - REFUSAL TO SUBMIT TO A REQUIRED ALCOHOL OR CONTROLLED SUBSTANCE TEST

No driver shall refuse to submit to any of the following alcohol or controlled substance test:

- a) Pre-Employment
- b) Post-Accident
- c) Random
- d) Reasonable Suspicion
- e) Follow-Up
- f) Return to Duty

Part 382.213 - CONTROLLED SUBSTANCE USE

No driver shall report to work, or shall work in a safety-sensitive function, if that driver uses any controlled substance. The only exception to this would be if a physician prescribes any medication containing a controlled substance and the physician advises you that the substance will not adversely affect your ability to operate a commercial motor vehicle. Your employer has the right to require you to report the use of any therapeutic drug.

Part 382.215 - CONTROLLED SUBSTANCES TESTING

No driver shall report for duty, remain on duty or perform any safety-sensitive function if that driver tests positive for controlled substance.

WHAT DRUGS ARE COVERED UNDER FMCSR 49 CFR, PART 382?

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As stated in Part 382, screening will be done for the following drugs:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine (PCP)

FACTS ABOUT AMPHETAMINES

Amphetamines are central nervous system stimulants. They tend to make people "hyper" and "jumpy". They can be taken either orally or injected. They are often used by drivers to stay awake and to counteract the effects of drowsiness. They are especially dangerous to take while driving.

Signs and Symptoms of Amphetamine Use:

• Hypersensitivity	• Grinding Teeth	• Loss of Appetite
• Exhaustion	• Numerous Pills	• Dry Mouth
• Dilated Pupils	• Sweating	• Excessive Talking

Effects on Driving:

• More likely to take risks	• Delayed reaction time
• Impaired judgment	• Impaired muscle coordination

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• Over-actions when driving, such as: - Over-braking - Over-acceleration - Over-steering	
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FACTS ABOUT COCAINE

Cocaine also stimulates the central nervous system. It gives the user an intense feeling of well-being, or euphoria, known as a "high". The "high" will last for 10 to 60 minutes. A more potent form of the drug called "crack" cocaine is especially addicting and dangerous. Although its "high" lasts only about 5 to 8 minutes, "crack" cocaine can be addicting after only one use, and can cause death the first time it is used. Cocaine can be injected, snorted, or free-based. Snorting is sniffing the drug up the nose, and free basing is done by heating the drug and inhaling the vapors.

Signs and Symptoms of Cocaine Use:

• Mood Swings	• Depression	• Bad Breath
• Weight Loss	• Nose Bleeds	• Euphoric Feeling
• Restlessness: Difficulty sitting or standing in one place	• Irritable, angry, nervous, argues easily	• Running Nose, Uncontrollable sniffing

Effects on Driving:

• Slowed reaction time	• Slow to make decisions
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• Slower response to traffic situations	• Unable to correctly measure time and distance.
• Distorted vision and depth perception	

FACTS ABOUT MARIJUANA

Marijuana is a depressant and mind altering drug. Marijuana does not depress the central nervous system's reaction, it works on the brain. Mind altering means it causes hallucinations. It can be eaten or smoked. Street names for marijuana are "dope", "grass" "joint", "hash", or "hooch". Drivers of commercial motor vehicles put themselves and others in danger when they use marijuana and drive. Tests have shown that a driver's reflexes and thought processes are slower under the influence of marijuana. The effects of this drug are longer lasting than first thought. In fact, impairment can last more than 24 hours after using marijuana. The body actually stores the drug for days, weeks, and in some cases, months, depending on the frequency of use.

Signs and Symptoms of Marijuana Use:

• Dilated Pupils	• Slowed Reflexes	• Slowed Thinking
• Giddiness	• Moodiness	• Trance-Like State
• Impaired Visual Tracking	• Reduced Concentration	• Odor of Burning Rope
• Unable to Sleep After Prolonged Use	• Often Drives Slower Than Speed Limit	• Short-Term Memory Loss

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Signs To Look For:

• Cigarette rolling paper	• Hash pipe (very small pipe)
• Roach clip (device to hold joint)	• Dried plant material, either crumbled or pressed together in a small, hard clump

Effects of Driving:

• Slowed reaction time	• Slow to make decisions
• Slower response to traffic situations	• Unable to correctly measure time and distance
• Distorted vision and depth perception	

Whenever marijuana is taken with alcohol, the effects of both are magnified many times over. It is very important that a driver knows that the effects of marijuana are unpredictable. The effects will vary depending on the quality of the drug, the tolerance of the user, and the dosage or amount taken. Be aware that the marijuana of today is up to 15 times stronger or more potent than the marijuana of the 60's, and it sometimes contains fillers such as PCP, or other more dangerous chemicals.

FACTS OF OPIATES

Opiates are classified as a narcotic analgesic. They tend to have a sedating, calming effect, and act as a depressant to the central nervous system. Opiates were more commonly known as morphine, codeine, and heroin. Street names for opiates are "junk", "smack", "horse" and "brown sugar".

Opiates are prescribed by doctors to relieve pain, but they are used by the abuser to relax or "escape from the real world". They can either be taken orally, injected or smoked.

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When the drug is injected, the user feels an immediate "rush", usually followed by a very relaxed and soothing feeling. However, some opiates can cause very unpleasant side effects such as nervousness, nausea, and restlessness, and, if taken in excess, may cause coma or death.

Signs and Symptoms of Opiate Use:

• Mental Confusion	• Slurred Speech	• Unsteadiness
• Memory Loss	• Hostility	• Drowsiness
• Excess Talking	• Euphoria	• Depression
• Cold, Moist or Bluish Skin	• Short Attention Span	• Reduced Feeling to Pain

Effects on Driving:

• No concentration on driving-day dreaming	• Distorted sense of time and distance
• Distorted vision	

FACTS ON PHENCYCLIDINE (PCP)

Phencyclidine, commonly called "Angel dust", is known as a disassociative anesthetic. Users of PCP may experience hallucinations and signs of intoxication. They may not be able to focus their attention or will experience confusion and lack of coordination. Although PCP has immediate short term effects, it is also known for its long term effect of causing psychotic behavior often associated with violent acts. Other street names for PCP include "hog", and "crystal". PCP may be smoked, snorted or injected.

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Signs and Symptoms of PCP Use:

• Delusions	• Increased Blood Pressure
• Confusion	• Anxiety
• Panic	• Flashbacks

Effects on Driving:

• More likely to take risks	• Impaired coordination
• Aggressive actions with vehicle	

OVER-THE-COUNTER and PRESCRIPTION DRUGS

Just because it's legal to purchase non-prescription medicine over the counter, it doesn't mean they are legal or safe to use while driving. DOT regulations do not permit drivers to take anything that can affect their ability to drive. For example, certain cold remedies contain antihistamines. Antihistamines may make the driver drowsy. If the warning on the box or label clearly states: *"Product may cause drowsiness: Do not operate heavy equipment or machinery while taking"*, **it is a violation of DOT regulations to take it and drive a commercial motor vehicle.**

Over-the-counter stimulants such as "Be-Alert" or "No-Doz" or "Stay Awake", are all considered legal, and are used by drivers to stay awake. However, these products only keep the driver's eyes open. They cannot overcome the effects of fatigue on the body. Thought processes and reaction speed are still those of a person who is tired and fatigued. And in an emergency, this driver may not be able to perform as well as if he were well rested.

What About Prescription Medicine?

It is okay to take prescription medicine as long as it has been prescribed by a doctor? Well,

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maybe...but not if the prescription medication contains ingredients which may make you drowsy. When talking with a doctor, be sure the doctor knows what kind of work you do so the doctor can prescribe a medicine that won't affect your ability to drive. ***Your employer has the right to require that you inform him of any medications you are taking.***

DRUG TESTING PROCEDURES

The DOT prescribes that a process known as a urinalysis be used to test for the five drugs. To maintain the accuracy and integrity of the tests, and to protect the rights of the employee, a very strict procedure must be followed. Let's discuss each procedure in detail so that you understand exactly how the process will be performed.

Specimen Collection:

1. When it is your turn to report for a drug test, you will be sent to a collection site, usually a clinic or doctor's office, hospital, etc., which has been approved for the collection of urine and blood samples for testing. The site must have the authorized personnel, equipment and facilities to properly obtain the samples and forward them to a DHHS certified drug testing laboratory.

The collection site must have adequate security to prevent the specimen from being tampered with in any way. Only you and an authorized collection person will be permitted to handle the specimen. It will be done in such a way as to assure that the specimen has not been adulterated or contaminated in any way, and that the specimen is in fact yours.

2. When you arrive at the testing site, the collection site person must make a positive identification. This can be done with your photo ID, or if the employer has sent a company representative with you, the representative can provide identification or verification. If the person to be tested cannot be positively identified, the procedures will stop at that point and no specimens will be taken.
3. Once proper identification has been established, you will be asked to take off any unnecessary clothing such as a coat or jacket. This is done so that you cannot conceal or hide anything which may be used to contaminate or adulterate the specimen. It is also done to prevent anyone from bringing urine donated by someone else. Some collection sites have policies that require you to remove all clothing and put on a hospital type gown. In either case, you may keep your wallet. You also have the right to request a receipt for items removed.
4. You will be requested to wash and dry your hands. This is done to remove any substances which may be on the hands or under the fingernails which may be used to contaminate the specimen. Once this has been done, you will be required to remain in the presence of the authorized collection site person, and will not be permitted to go near anything which could be used to contaminate the specimen.

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5. Next, you will be given a specimen bottle and asked to provide a specimen. You will be permitted to go into the rest room or stall alone to provide the specimen. Once inside you will see that the water in the toilet has been dyed blue and that there is no access to a workable faucet.

What if you can't provide a specimen? Collection site personnel will instruct you to drink up to 24 oz. of fluids during a two hour period, during which time you may try again to provide a specimen.

6. Once you have provided the sample, give to the appropriate site person. You must remain in view of the specimen at all times until it has been sealed in the proper shipping container.

The site personnel perform several tests on the sample, to make sure it is in fact yours and that it has not been contaminated. First he or she will look at the specimen to detect any impurities or discolorations. Then the specimen will be checked to determine if it is the proper temperature.

The temperature must be read within four minutes from the time it leaves your body. The temperature range must be between 90.5 degrees Fahrenheit and 99.8 degrees Fahrenheit. If it is not within this range, that is reason to believe that the specimen has either been altered or substituted. In other words, you will be suspected of either sneaking in someone else's urine, or watering the specimen down, or altering it in some way.

7. Assuming that the temperature is within the proper range, and the sample looks as it should, a tamper proof seal will be placed over the top of the bottle and down both sides. Written on the seal will be your identifying number, date and any other information required by your employer, such as company name. You will be asked to initial the seal guaranteeing that its content is in fact the sample you provided. The sample will then be placed in an envelope. The site collection person will fill out and sign the drug testing custody form, certifying that the sample was obtained in accordance with the federal requirements. You will be asked to read and sign a statement certifying that the sample enclosed is in fact yours. The site collection person will complete the "Chain of Custody and Control" form. They will be sealed in an envelope, then the specimen and envelope will be sealed in a shipping container and sent to a US DHHS approved lab for testing.

However, if a site collection person receives a specimen that does not appear to be the right color or the temperature is not in the proper range, the driver will be asked to provide another specimen. This time a person of the same sex will accompany him/her into the bathroom, and watch the sample being provided. After that, the same procedures for testing, sealing and initializing will be provided and both this sample and the one suspected of being tampered

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with will be sent to the US DHHS approved lab for testing.¹

DRUG TESTING PROCEDURES:

Assuming that the specimen was not tampered with, and the Chain of Custody Form and the Control Form were completed correctly, and the shipping container arrived at the designated lab unopened, the specimen will then be processed.

1. Once the sample is received at the US DHHS approved lab, the lab begins their own internal Chain of Custody Form to assure the specimen is not tampered with. The shipping container will be opened and a lab technician will inspect the Chain of Custody Form, Control Form, and the seal on the bottle looking for any discrepancies. If any discrepancies are noted, the lab has the right to request that a new sample be obtained.
2. Assuming no discrepancies are noted, the lab will inspect the sample for contamination or alteration. This inspection will be conducted by looking at the sample and testing the sample for specific gravity. If the specific gravity is not within certain tolerances, or if any other discrepancies are noted with the sample, the lab has the right, and obligation, to require that another sample be obtained.

There is no way that a driver can alter the urine to avoid detection. The alteration will be detected and new samples must be provided under direct observation. This system can't be beat. For a driver to try simply makes matters worse.

3. Assuming the urine sample has been determined to have been collected properly, and that no alterations or contaminants are suspected, the sample will undergo an Initial Screen Test. This test is called the **EMIT Test** or **EMIT Assay**. If any of the five drugs being tested for are present in the urine, a chemical reaction will occur. The amount of the drug(s) in the urine determines the strength of the chemical reaction. Certain cutoff levels for the Emit Assay Test, for the selected 5 tested drugs have been established by the DOT. A nanogram is the measure of unit used for this test.

If the initial Emit Assay Test shows that one or more of the drugs are present at a certain level, it is required that a second, extremely accurate test be conducted on the sample. This test is called the **GAS CHROMATOGRAPHY/MASS SPECTROMETRY (GS/MS)**.

This test is believed to be the most sensitive and accurate drug test available. Each drug has its own fingerprint. The GC/MS basically looks for the fingerprint, identifies it, and determines the level of that drug in the urine. The scientific community agrees that if an initial EMIT Test is positive, then confirmed by the GC/MS, this then is evidence of drug

¹Effective August 15, 1994, samples will be split. Security provisions in (7) above must be followed for both resulting samples.

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use. Scientists state that this combination of tests is 99.9% accurate, and will be upheld in a court of law.

Can the lab be wrong?

Can they make an error?

Can their equipment be malfunctioning?

The answer is **YES**, error may occur. What protection then, do you have to guarantee that you will not be falsely accused of drug abuse because of some type of mistake by the lab?

First, the lab to which your urine sample will be sent must be approved by the U. S. Department of Health and Human Services (US DHHS). The approval procedures are stringent. In order to receive this approval, the lab must prove that they adhere to the highest standards of quality control. In order for approval to be granted, the lab must also agree to have blind samples sent to them for testing. A large number of blind samples are routinely sent to each DHHS approved lab. The blind samples contain a known quantity of a known drug. These blind samples are sent to the lab by the government and companies. The lab management also routinely sends through its own blind sample. The laboratory technicians conducting the test have no way of knowing which of the samples are blind and which belong to an actual driver. If the technician conducting the testing misses a blind sample or incorrectly reports a wrong drug or amount, that lab risks losing their DHHS certification. Obviously, since there are so few DHHS approved labs, losing the certification could cost the lab millions of dollars in revenue. If for no other reason, labs work very hard to maintain the highest quality control standards available. Also, think about this. If a lab is suspected of finding false positives, they could be required to re-test every positive result they have reported. Labs are required to keep positive urine samples in refrigerated storage for a specified amount of time in order to be able to retest if necessary. Can you imagine what that would cost a lab reporting a large number of positive test results?

4. Assuming the GC/MS test proves that the level of drugs in the urine meets the requirements for a verified positive test, the results of the drug test will be reported to your company's MRO or Medical Review Officer as verified positive.

MEDICAL REVIEW OFFICER (MRO):

Under these regulations, each organization must have on staff or contract for the services of a Medical Review Officer or MRO. The MRO is a medical doctor who has received extensive training on drugs and drug abuse. The lab must send the results of positive tests to the MRO within an average of 5 working days once the results are determined.

It is the responsibility of the MRO to make the final determination of a positive result. If the report he receives indicates a positive drug test for one or more of the drugs tested, the MRO will

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examine possible alternatives which may have resulted in this positive finding. He has the authority to check medical records and interview a driver in order to determine if a positive report has a justifiable reason. For example, perhaps the driver was taking a prescribed medication under a doctor's order, such as cough syrup which contains codeine. This would obviously show up as a positive. After talking to the driver or reviewing his medical records, it is possible that the test results will be reported as negative to the employer.

If your test is positive, and there are no mitigating circumstances, the MRO will attempt to talk to you directly. If the MRO is unable to get in contact with you within a reasonable amount of time (usually 24 hours), the MRO will contact your employer and request that your employer tell you to contact the MRO. The MRO will tell your employer why he wants to talk to you. Your employer must contact you and request that you contact the MRO within 5 days. Then your employer must contact the MRO and inform the MRO that you have been notified to contact the MRO.

If you fail to contact the MRO within the prescribed time, the MRO has no choice but to notify your employer that your test result was verified positive. Obviously, it is to your benefit to talk with the MRO if it is requested.

HOW ALCOHOL IS COVERED UNDER FMCSR 49 CFR, PART 382

When consumed in moderation, for enjoyment, alcohol is classified as a recreational beverage. But when alcohol is consumed in quantity producing physical or mood altering effects, it becomes a substance of abuse.

Effects on Driving:

• Slurred Speech	• Nausea	• Memory Loss
• Aggressiveness	• Hostility	• Unsteadiness
• Blackouts	• Drowsiness	• Odor or Alcohol

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• Tunnel Vision	• Coma	• Incoherent
• Slowed Reaction Times	• Increased Tolerance Levels	• Short Attention Span
• Impaired Judgment	• Distorted Sense of Time and Distance	• Blurred or Distorted Vision

As can be seen, signs and symptoms of alcohol use and misuse are very similar to other prohibited drugs.

The effects of alcohol vary dependent on many factors. The first and most obvious factor is the quantity of alcohol consumed. Other factors include, a person's body weight, whether the person is rested or tired, sick or healthy, stomach content, age, altitude and gender.

When discussing the effects of alcohol the term impairment is used. Research has shown that women will become more impaired than men of the same size and body weight and from the same quantity of alcohol because they metabolize alcohol differently than men. As a general rule, a large person will be less impaired than a smaller person drinking the same quantity of alcohol. An individual who is sick or tired will become impaired quicker than one who is rested and healthy. And drinking at higher altitudes will cause greater impairment than drinking at lower altitudes. For example the difference between having a drink in Denver, Colorado with an altitude of 5,280 feet above sea level, and Key West, Florida with an altitude of 2 feet above sea level.

The impairment observed will be dependent upon all of these factors. Tests have shown that a driver's "reaction time" increases as much as 60% after just 2 drinks.² But one thing is certain: the degree of impairment and the effects on a person's body changes significantly as more alcohol is ingested. As a rule, consuming one or two drinks tends to relax an individual and create a feeling of well being. Beyond one or two drinks, however, alcohol begins to react differently on individuals, depending on the factors previously discussed, which determine the rate of metabolism in the body.

ALCOHOL TESTING PROCEDURES

²Alcohol and the Commercial Driver, @CTTS™/Safety Products, Inc. Video
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The DOT regulations requires that a process called breath analysis be performed to determine if alcohol is present in the body, and if so, in what concentration. The procedures for alcohol testing are not nearly as comprehensive as those for controlled substances. This is true because the alcohol testing can be performed at the company location by a trained supervisor. Alcohol testing, unlike controlled substances testing does not involve complicated and expensive chemical tests and trained technicians to perform them.

The alcohol testing also does not involve an MRO, since the results of the alcohol test are obtained immediately from a computerized instrument known as a breathalyzer. This is the same instrument used by police agencies throughout the United States. They have been determined to be extremely reliable and accurate and are accepted by the courts as "prima - facie" evidence in DUI and DWI proceedings.

As stated, the alcohol tests can be conducted at the company location by a representative of the company. That representative can be a supervisor or a person under contract to the employer. These regulations do require that the person administering the test must be trained, through hands-on training, on how to administer the test and interpret the results. Not only will the person administering the test have had thorough training, but that person must also have taken a written test on the administration and interpretation of the alcohol breath testing procedures.

1. To take an alcohol breath test, you will simply be required to blow into a tube connected to the breathalyzer. Your breath travels through the breathalyzer and will be analyzed by its computer. Within minutes the computer will analyze your breath sample and provide the operator with a read-out as to what alcohol concentration, if any, is in your sample.
2. If the breathalyzer indicates a blood alcohol concentration of 0.02 or higher, you will be asked to take a second breathalyzer test. *The first test is called a **screening test**. The second test is referred to as a **confirmation test**.* A confirmation test, in most circumstances, will only be administered if the screening test indicates a blood alcohol concentration of 0.02 or higher.
3. If the confirmation test confirms a blood alcohol concentration of 0.02 or greater but less than 0.04., the regulations require that you not be permitted to perform any safety-sensitive function for at least 24 hours.
4. If the confirmation tests confirms a blood alcohol concentration level of 0.04 or higher, the regulations require that you be referred to a substance abuse professional for evaluation (SAP)..

TYPES OF TESTS

The regulation requires testing for drugs or alcohol under 6 different circumstances. They are:

Part 382.303 - Post Accident Testing

If a driver is involved in an accident, as defined in 49CFR390.5, while operating a CMV (Commercial Motor Vehicle) and the accident resulted in:

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1. *A fatality is involved; or*
2. *The driver receives a citation for a moving violation arising from the accident, and any party involved requires immediate treatment for an injury away from the accident scene, or*
3. *If any vehicle involved incurs "disabling damage" (i.e., must be towed away).*

If at the time of the accident, federal, state or local officials perform an alcohol or drug test on you, the requirement for testing has been met, provided your employer obtains the results of the test. If the federal, state or local officials do not test you, it becomes the responsibility of your employer to have the test administered.

Your employer must provide educational materials to assure that you are familiar with the requirements, procedures and instructions for post-accident alcohol and drug testing. These materials may be provided prior to allowing you to operate a CMV. Drivers must be informed that except for receiving medical attention for themselves, or for other injured persons, and for leaving the scene to notify appropriate authorities, they must make themselves available for post-accident alcohol and drug testing.

Your employer must inform you that failure to make yourself available for post-accident alcohol and drug testing will be deemed as a "refusal to submit" and will carry with it the appropriate penalties.

Part 382.305 - Random Testing

Your employer must randomly select drivers to be tested throughout the year for drug and alcohol use. By the end of the calendar year, at least 50% of the drivers must have been tested for drugs and at least 25% of the drivers must have been tested for alcohol. *At each selection time all driver's must have an equal chance of being selected.*

The selection process must be a scientifically valid method such as a computer-based random number generator which uses a unique identifier for each driver. The unique identifier could be the driver's social security number, payroll number or any other comparable identifying number. If you are selected for random testing, it is entirely possible that you could be chosen again during the year. Once you have been tested, your name is not removed, but goes back into the general list.

The selection times MUST be unannounced and MUST be reasonably spaced throughout the year. Since random drug testing is a major deterrent to substance abuse use, the DOT is very concerned that the random selection of drivers and the dates tested be spread throughout the year.

For example, let's say that a company with 100 drivers conducts its random testing in such a way that 50 drivers have been randomly selected and tested by July. The DOT may require that more random tests be performed throughout the remainder of the year because the deterrent effect of

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the random testing program would have been reduced.

If the employer participates in a consortium, the number of drivers to be tested may be calculated on each individual employer or based on the total number of drivers in the consortium subject to controlled substance testing.

Drivers who have been chosen for a random test must proceed immediately to the test site. The only exception is the driver on duty, performing a safety-sensitive function. The employer must ensure that this driver ceases performing the safety-sensitive function and proceed to the test site as soon as possible.

REFUSAL TO SUBMIT TO TESTING

If you refuse to submit to a required drug or alcohol test, you will not be permitted to perform or continue to perform any safety-sensitive functions until you have complied with the regulations set forth in *Part 382, Subpart F, 382.605*, which refer to the portion of the regulations on referral, evaluation and treatment.

What Constitutes A Refusal?

Obviously if you say "no" and refuse to take a required test that would be a refusal.

Under the regulations, if a driver fails to provide adequate breath for testing without a valid medical explanation, that would constitute a refusal.

In the event of a controlled substances test, if the driver fails to provide adequate urine for testing, without a valid medical explanation, this would also constitute a refusal.

If a driver engages in conduct that "clearly obstructs" the testing process, that would be considered a refusal.

If after an accident where a fatality occurred or a driver was issued a citation for a moving violation arising from the accident, and any party involved requires immediate treatment for an injury away from the accident scene, or if any vehicle involved incurs "disabling damage" (i.e., must be towed away) and the driver failed to make him or herself available for a test, that would be considered a refusal.

If you refuse to take a required test, your employer is required to refer you to a substance abuse professional. The substance abuse professional will evaluate you and determine if treatment is necessary. If the substance abuse professional determines that treatment is necessary, you must successfully complete the treatment and undergo a return-to-duty test before you will be allowed to return to work. The substance abuse professional can also determine that the return-to-duty test can be for both alcohol and drug, regardless of why you were originally referred. If the return-to-duty test is for controlled substances you must receive a verified negative test result. If

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it is for alcohol, your breath concentration must be less than 0.02.

PENALTIES & CONSEQUENCES

The consequences for drivers who engage in prohibited substance abuse or alcohol misuse practices are outlined in *Sub-part E of Part 382* and in *49 CFR, Part 383, The Commercial Driver's Licensing Standards*.

These consequences for drivers and employers who violate the rules are strict.

FOR DRIVERS, violations of these rules may mean loss of income, loss of job, loss of license, referral to a substance abuse professional and subsequent counseling, and civil as well as criminal penalties including incarceration (jail time).

Subpart E states that a driver found to have engaged in prohibited conducted as outlined in *Subpart B*, shall not perform a safety-sensitive function until he has complied with the regulations found in *Subpart F* which requires referral, evaluation and/or treatment for substance abuse, and has undergone return-to-duty testing and is participating in follow-up testing as prescribed by a substance abuse professional.

FOR EMPLOYERS, violations of *Part 382* can result in major fines from the DOT, the levy of an unsatisfactory rate from the DOT, possible loss of insurance and the possibility of major liability in the event of a lawsuit involving an accident where a driver under the influence of a controlled substance was involved.

Subpart E states that the employer shall not permit any driver to perform a safety-sensitive function if the driver has violated the prohibitions found in *Subpart B* until the driver has satisfied the provisions of referral, evaluation, and/or treatment and has received a negative return-to-duty test.

OTHER PENALTIES AND CONSEQUENCES

If a driver is found guilty by a court of law to be operating a commercial motor vehicle under the influence of a controlled substance, the driver is also subject to the penalty provisions outlined in *49 CFR Part 383.51, the Commercial Driver's License Standards*.

These rules state that while operating a commercial motor vehicle, any driver who refuses to take a controlled substance test or has a verified positive test result will, upon conviction for first offense, lose his/her license for a period of one year. A second conviction will result in a lifetime loss of license. (If hauling hazardous material, the loss of license for first offense will be for three years. A second conviction will result in a lifetime loss of the drivers commercial drivers license).

Please be aware that under this section, the employer is not prohibited from taking other punitive action which is consistent with a law or any existing bargaining agreements, or

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company policy.

For example, let's say that company policy states that if a driver is found to be under the influence of a controlled substance while operating a commercial motor vehicle as verified by a positive controlled substance test, he/she will be terminated immediately. That action is permitted under the independent authority of the employer, provided the employer has provided the driver with the company policies and procedures and the driver is informed that he/she is being terminated due to violation of company policies. In addition to these penalties, the driver is also subject to any penalties, fines or jail time imposed by local or state jurisdictions.

PART 382.605 REFERRAL, EVALUATION AND TREATMENT

This part of the regulation is very specific regarding the actions of the employer in the event a driver has a verified positive controlled substance test. It is also very specific in regards to the required actions for a driver who has had an alcohol breath test indicating an alcohol concentration of 0.04 or more.

As opposed to simply levying penalties against the driver, the regulations requires the driver to be referred to a substance abuse professional to help determine if the driver needs to undergo counseling for a substance abuse problem.

Let's look at the chain of events which are triggered if you have a verified positive controlled substance test:

1. Your employer must give you a list of resources available indicating where you can be evaluated and receive help to resolve any problems associated with substance abuse. This list must include the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs.
2. You must be evaluated by a substance abuse professional who shall determine what assistance, if any, you need to help you resolve any problems associated with substance abuse.
3. Before returning to duty you must undergo a return-to-duty controlled substance test that returns a verified negative test or an alcohol test indicating less than 0.02 alcohol concentration.

If the initial evaluation by the substance abuse professional indicated a need for assistance in resolving a substance abuse problems, you must be re-evaluated by a substance abuse professional to ensure that you have properly followed any rehabilitation program prescribed by the substance abuse professional.

Once back to work in a safety-sensitive function, you will be required to take a minimum of six (6) follow-up tests during the first 12 months following your return-to-duty. If so indicated by the substance abuse professional, the follow-up testing may continue for up to 60 months.

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Note: Even though you may have only violated the prohibitions regarding the controlled substance use, the substance abuse professional may require that you submit to alcohol *and* controlled substance testing if he/she determines during the evaluation that a problem may have also existed with alcohol misuse. The substance abuse professional can require both alcohol and controlled substance testing for the return-to-duty test, as well as the follow-up tests.

The substance abuse professional may terminate the requirement for follow-up testing anytime after the six (6) tests have been administered.

The evaluation and rehabilitation may be provided by the employer if the employer has a certified substance abuse professional on staff, provided the substance abuse professional meets the requirements as outlined in the definitions section of the requirements.

The evaluation and rehabilitation may also be performed by a substance abuse professional under contract to the employer or by a substance abuse professional not affiliated with the employer.

It is the employer's responsibility to ensure that the substance abuse professional who recommends treatment for a driver, does not refer you to the substance abuse professional's private practice or to a program to which the substance abuse professional will receive remuneration.

The employer is not required by these regulations to pay for the evaluation, treatment, rehabilitation or counseling. When creating these regulations, the FHWA decided to permit the company or organization to determine who would pay for evaluation and any subsequent treatment.

These requirements for referral, evaluation and rehabilitation do not apply to applicants who refuse to submit to pre-employment drug and alcohol testing or who have a pre-employment drug or alcohol test with a verified positive result.

WHERE TO FIND HELP

Many companies have an Employee Assistance Program (EAP). Check with your supervisor to see if such a program is available through the company.

Many company-sponsored health insurance programs, as well as some private health insurance programs pay for treatment of substance abuse or alcohol abuse.

If you think that you, or a co-worker may have a substance abuse or alcohol misuse problem, please seek help.

HELP IS AS CLOSE AS YOUR TELEPHONE.

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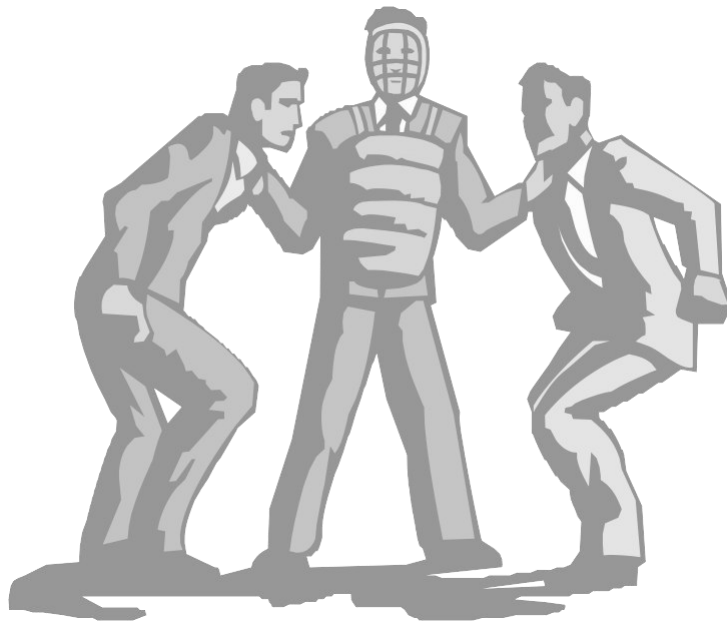
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To find the name and number of a treatment program available in your community, look in the **YELLOW PAGES** under the heading of *Alcoholism, Counseling, Drug Rehabilitation* or *Substance Abuse*. Or, you can contact one of the following agencies who will be able to refer you to a substance abuse professional:

National Institute on Drug Abuse:	1-800-662-4357
<i>Or</i>	
National Institute on Alcoholism:	1-800-622-4357

Workplace Violence



WORKPLACE ANTI-VIOLENCE POLICY

As a company, **Celebrity Coaches of America, Inc.** is firmly committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from social problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, **Express Transportation Services**, has established a strict policy that prohibits any employee from threatening to commit or committing any act of violence in the workplace, while on duty, while on related business, or while operating any vehicle or other equipment owned or leased by . This policy applies to all employees, elected/appointed officials, and volunteers.

Violence or threats of violence on the part of customers, vendors, suppliers and the like also will not be tolerated and should be immediately reported to the Safety Officer so that appropriate responsive measures may be taken

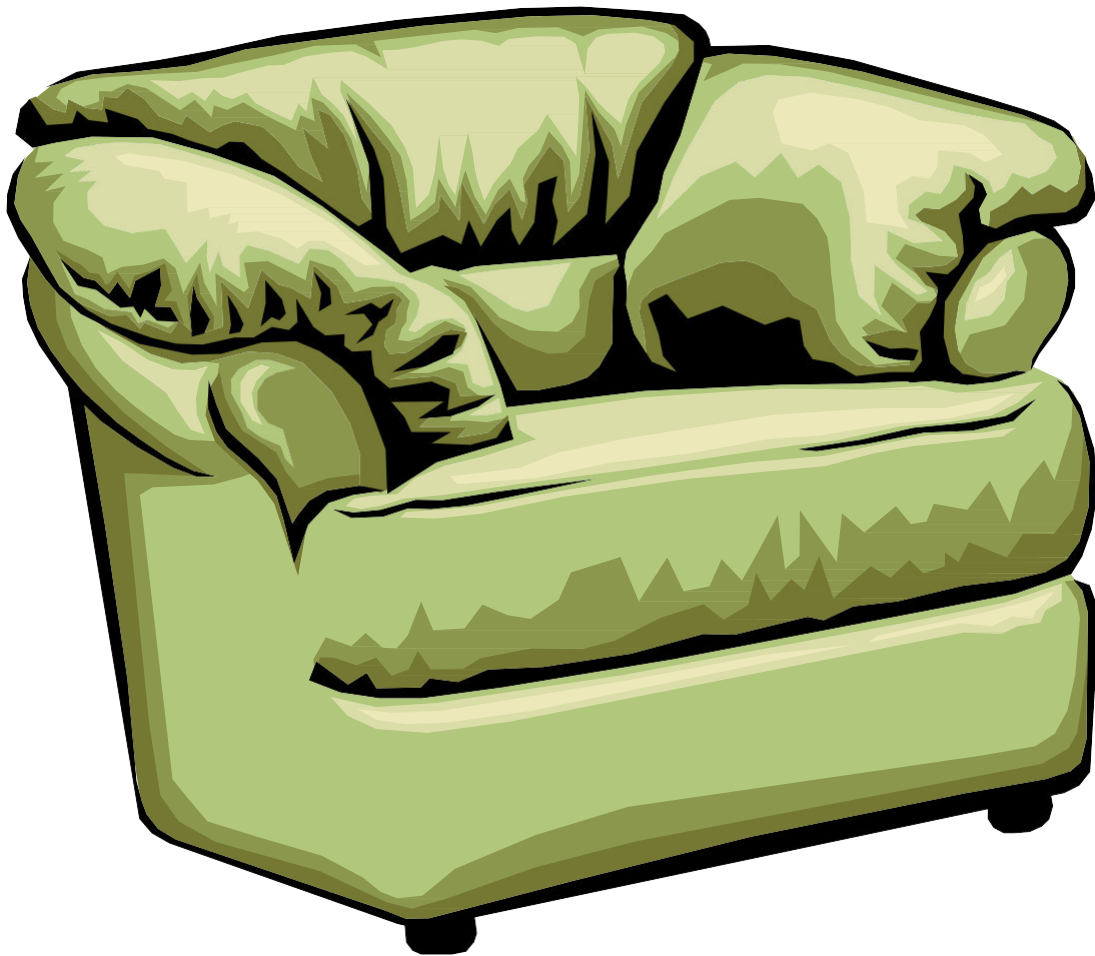
In order to achieve the goal of providing a workplace that is secure and free from violence, must enlist the support of all its employees. Compliance with this policy and **Express Transportation Services's** commitment to a "zero tolerance" policy with respect to workplace violence is *every employee's responsibility*.

Employees are required to report any incident involving any act of violence, threat of violence, or perceived act or threat of violence immediately to the Safety Officer. When the employee contacts the Safety Officer, the Safety Officer must report the matter immediately to the **Express Transportation Services**, which will investigate the matter and take appropriate corrective action. This may include recommending the imposition of disciplinary action upon any employee who violates this policy, up to and possibly including immediate termination. In addition, **Express Transportation Services** should take appropriate measures to address the violence, including but not limited to contacting local law enforcement.

If employees become aware of any workplace security hazards or can identify methods of increasing security in the workplace, they should report that information to the Safety Officer and to the **Express Transportation Services** as well. Employees are required to report violations of this policy, including any incidents involving actual, threatened, or perceived violence. They may do so with fear of retaliation of any kind.

If you have any questions concerning this policy, please feel free to contact offices at your convenience.

Housekeeping



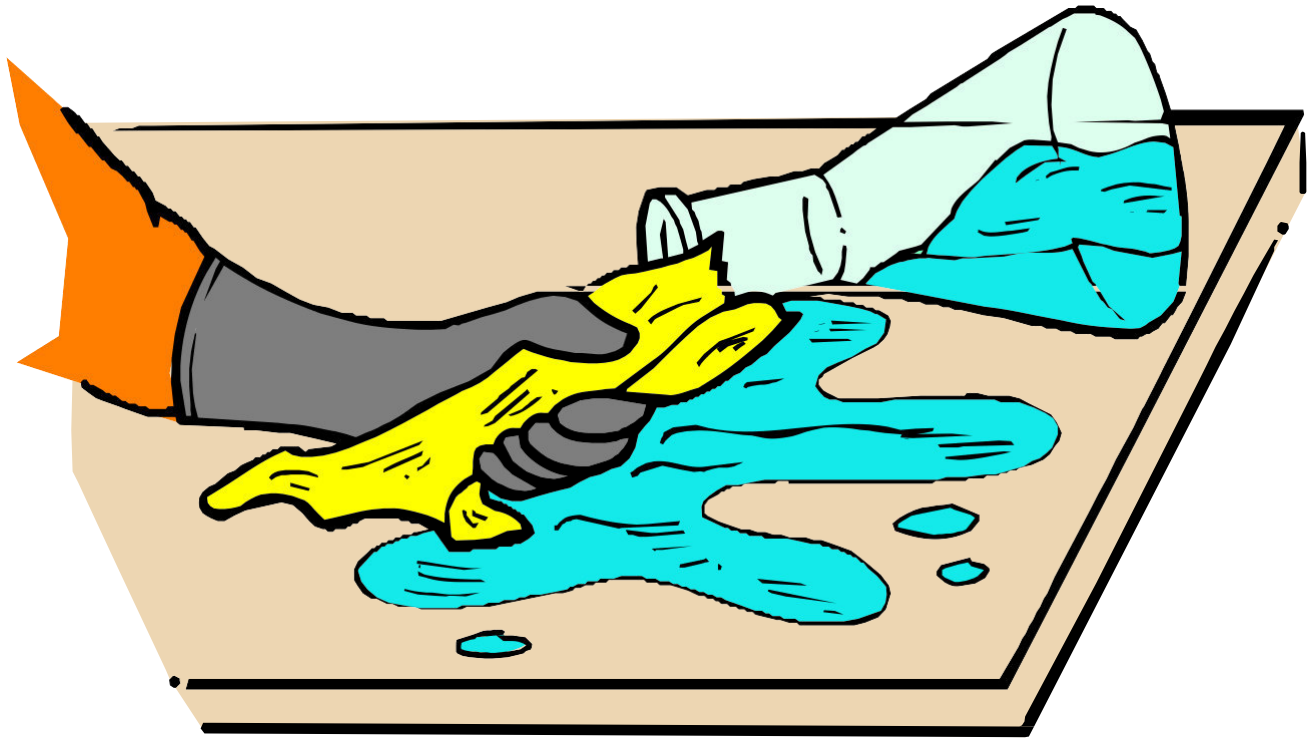
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HOUSEKEEPING

Express Transportation Services employees will at all times keep all debris clear from work areas, passageways, stairs and in and around buildings or other structures. The following will be performed to ensure a safe work environment:

1. Continuous policing of all work areas.
2. Daily and regular clean up and waste disposal of non-regulated material.
3. Assignment of personnel to regular clean-up duties and responsibilities.
4. Segregation of hazardous and non-hazardous waste.
5. Documented legal disposal of debris.
6. Leads, hoses, and extension cords will be hung up with a nonconductive material, off all floors, stairways, and walkways.
7. Trash such as drinking cups, cans and scraps from lunch are not to be thrown down, but disposed of properly in marked containers. No food products are allowed in work station areas.
8. Available material, equipment, etc., are to be orderly stacked out of walkways and from in front of doors, stairways, and ladders.
9. Oil, grease, and other such liquid spills shall be cleaned up at the time of spill and are not to be left unattended.
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Material Handling

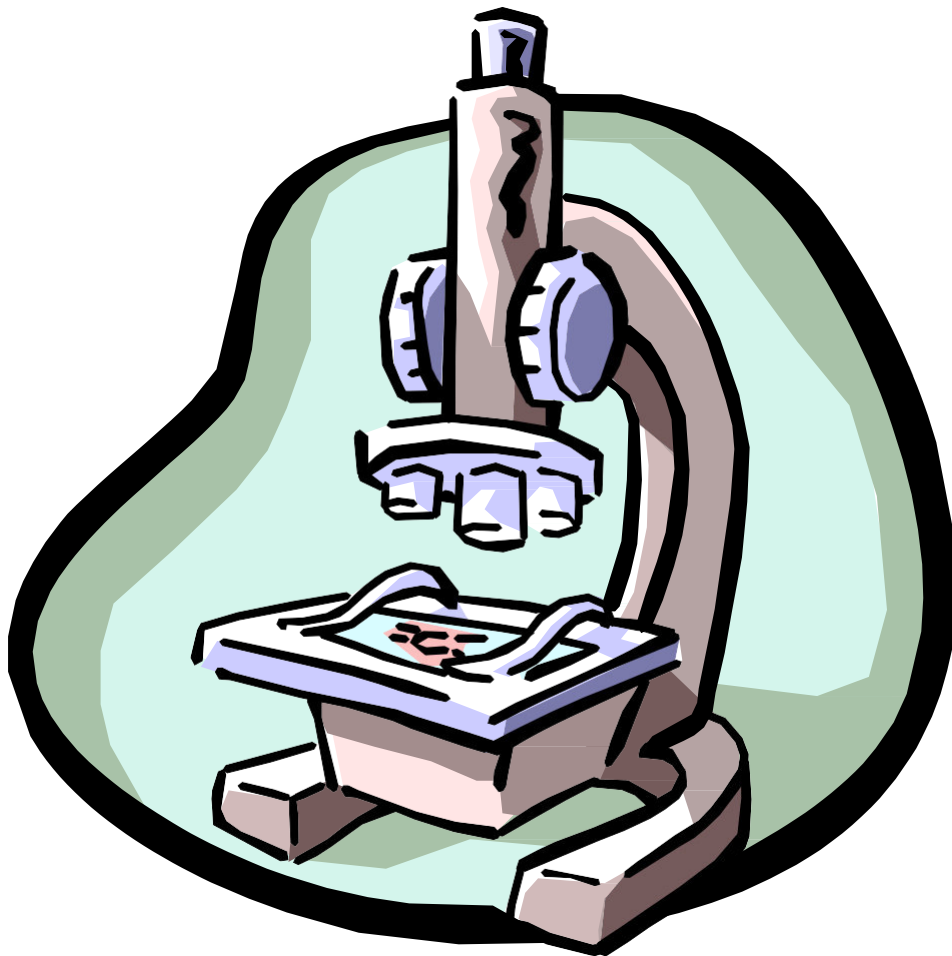


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MATERIAL HANDLING

1. An employee shall obtain assistance in lifting heavy objects or power equipment shall be used. Back belts or back braces shall be used as required.
2. When two or more persons carry a heavy object that is to be lowered or dropped, there shall be a prearranged signal for releasing the load.
3. When two or more persons are carrying an object, each employee, if possible, should face the direction in which the object is being carried. The right way to lift is easiest and safest. Crouch or squat with the feet close to the object to be lifted, secure good footing, take a firm grip, bend the knees, keep the back vertical, and lift by bending at the knees and using the leg and thigh muscles. Employees shall not attempt to lift beyond their capacity. (Caution shall be taken when lifting or pulling in an awkward position.)
4. Employees should avoid twisting or excessive bending when lifting or setting down loads.
5. When moving a load horizontally, employees should push the load rather than pull it.
6. When performing a task that requires repetitive lifting, the load should be positioned to limit bending and twisting. The use of lift tables, pallets, and mechanical devices should be considered.
7. When using such tools as screwdrivers and wrenches, employees should avoid using their wrists in a bent (flexed), extended, or twisted position for long periods of time. Employees should maintain their wrists in a neutral (straight) position.
8. When gripping, grasping, or lifting an object such as a pipe or board, the whole hand and all the fingers should be used. Gripping, grasping, and lifting with just the thumb and index finger should be avoided.

Exposure Control



EXPOSURE CONTROL

Express Transportation Services has the responsibility to provide a safe and healthy workplace to all employees. The Exposure Control Program was designed to protect employees from exposure to infection, including but not limited to Human Immunodeficiency Virus (HIV) and Hepatitis B Virus (HBV).

This program applies to all **Express Transportation Services** employees who, at the workplace, have the potential for becoming exposed to Bloodborne Pathogens.

(Name) will be the administrator of the Exposure Control Program. The Administrator will be responsible for determining exposure hazards, in the workplace, training of employees, administering the HBV vaccination program and maintaining the proper documentation. The Administrator will review and update the plan, at least **annually** and whenever necessary to reflect modified processes or tasks which may introduce new exposure hazards.

1. DEFINITIONS:

1. **Blood** - means human blood, human blood components and products made from human blood.
2. **Other potentially infectious materials** - refers to human body fluids including, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids. This definition also refers to any unfixed tissue or organ (other than intact skin) from a human (living or dead); and HIV-containing cell or tissue cultures, organ cultures, and HIV or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.
3. **Bloodborne Pathogen** - means the presence or reasonable anticipated presence of blood or other potentially infectious materials on an item or a surface.
4. **Contaminated** - means the presence or reasonable anticipated presence of blood or other potentially infectious materials on an item or a surface.
5. **Decontamination** - means the use of physical or chemical means to remove, inactivate or destroy Bloodborne Pathogens on an item or surface to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.
6. **Universal Precautions** - refers to all employees treating blood or other body fluids, as if they contain Bloodborne Pathogens.
7. **Engineering Controls** - means controls; e.g., sharps disposal containers, self-sheathing needles, brooms and dustpans, etc. that isolate or remove the Bloodborne Pathogens hazard from the workplace.

1. **Work Practice Controls** - refers to controls that reduce the likelihood of exposure by altering the manner in which a task is performed; e.g., using a broom and dustpan to pick up broken glass, contaminated with blood, or other potentially infectious materials.
2. **Regulated Waste** - means liquid or semi-liquid blood or other potentially infectious material; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious material and are capable of releasing these materials during handling; contaminated sharps, and pathological and microbiological wastes containing blood or other potentially infectious materials.
3. **Exposure Control Plan** - each employer who would have an employee(s) with occupational exposures to Bloodborne Pathogens must have a written Exposure Control Plan.

2. **EXPOSURE CONTROL PLAN: Express Transportation Services**=s written plan consists of the following:

1. All occupations and the employees performing those occupations have been evaluated as to the potential for employees to become exposed to Bloodborne Pathogens. Those employees and occupations who might become exposed to Bloodborne Pathogens are defined, as follows:

2. This listing is created without regard to the use of personal protective equipment.
3. These employees and employees working within these occupations will be involved in **Express Transportation Services**=s Exposure Control Program. This written program will be available to all employees, for review, at their request.

3. **TRAINING:**

1. All employees who may be occupationally exposed to Bloodborne Pathogens, will be given training, upon hire or at the time of initial assessment of potential exposure and annually, thereafter. Training will also be provided whenever a new exposure potential is found. This training will be provided at no cost to the employee and will be given during working hours.
2. The training program will consist of the following:

1. The location of **Express Transportation Services**'s written Exposure Control Plan and a copy of the regulatory text of the Bloodborne Pathogen Standard, for viewing by employees.
2. An explanation of the contents of the standard.
3. A general explanation of the epidemiology and symptoms of Bloodborne diseases.
4. An explanation of the employers exposure control plan and the means of which the employee can obtain a copy.
5. An explanation of the use and limitations of methods that will prevent or reduce exposure, including the use of Universal Precautions, engineering controls, work practices and personal protective equipment.
6. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment. How PPE is selected, distributed and used.
7. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, and the benefits of being vaccinated.
 - (1) That the vaccination will be given at no cost to the employee.
 - (2) The employee has the right to deny being vaccinated, but must sign a denial.
8. Information on the appropriate actions to take and persons to contact in the event of an exposure incident.
9. An explanation of the procedure to follow if an exposure event occurs, including the method of reporting the incident and the medical follow-up that will be made available.
10. Information on the post-exposure evaluation and follow-up that the Company is required to provide for the employee following the exposure event.
11. An explanation of the signs and labels and color coding of signs and disposal containers.
12. An opportunity for interactive questions and answers with the person conducting the training session.

4. **TRAINING RECORDKEEPING REQUIREMENTS:**

1. Training records will include the following:
 1. The dates of the training sessions
 2. The contents or summary of the training session.
 3. The names and qualifications of person conducting the training.
 4. The names and job titles of all persons attending the training sessions.
1. Training records will be kept, on file, for 3 years from the date on which the training

occurred.

2. These training records will be made available to employees, at their request or upon receipt of a written authorization of the employee to release the records to another individual or Division of Occupational Safety & Health (DOSH) representative.

5. **OTHER RECORDKEEPING REQUIREMENTS:**

1. **Express Transportation Services** will keep accurate records relative to the Bloodborne Pathogens standard. Requirements include:
 1. The name and social security number of the employees.
 2. A copy of the employee's hepatitis B vaccination status including the dates of all hepatitis B vaccinations and any medical records relative to the employee's ability to receive the vaccination.
 3. If the employee denies vaccination, the signed denial must be kept in the record.
 4. A copy of all results of examinations, medical testing and follow-up procedures.
 5. The employer's copy of the Healthcare Professional's written opinion.
2. These records will be kept in strict confidence and will not be released to any individual without the written consent of the employee. The records will be kept, on file, for the duration of employment plus 30 years, minimum.

6. **METHODS OF COMPLIANCE:**

1. ***Universal Precautions*** shall be observed to prevent contact with blood or other potentially infectious materials. When differentiation of body fluids is improbable or impossible, all body fluids shall be treated as if known to contain Bloodborne Pathogens.
2. ***Engineering Controls and Work Practices*** will be used to eliminate or minimize employee exposure to Bloodborne Pathogens.
 1. Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.
 2. Hand washing facilities are provided which are readily accessible to all employees.
 1. When Hand washing facilities are not feasible, the company will provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running water as soon as feasible.

2. The company ensures that all employees will wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
 3. The company ensures that all employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact with blood or other potentially infectious materials.
 4. Contaminated needles or other contaminated sharps, if found in the workplace shall not be bent, recapped, or removed. Removal and disposal of sharps will be disposed of in accordance with Federal, State and Local Regulations.
 5. Eating, drinking, applying lip balm, cosmetics, smoking and handling contact lenses in an area where a potential for exposure exists is strictly prohibited.
 6. Food and drink shall not be kept in the same location where blood or other potentially infectious materials are present.
3. ***Disposal of Contaminated Waste.*** Any item which is suspected of being contaminated by a human body fluid which may contain a Bloodborne Pathogens must be handled in a very specific way when collecting, handling, processing, storing, transporting or shipping.
1. The container for storage, transport, or shipping shall be labeled or color-coded with appropriate signage and closed prior to being stored, transported or shipped. Labels shall be fluorescent orange or red-orange with lettering and Bio-hazard symbols in a contrasting color.
 2. If outside contamination of the primary container occurs, a secondary container must be used to prevent spillage or leakage. This secondary container must be labeled or color-coded, as well, reflecting that the contents contain a Bio-hazard waste.
 3. If the specimen could puncture the primary container, the primary container shall be placed in a secondary container which will prevent the spillage or leakage of the specimen.
 4. Equipment which may become contaminated with blood or other potentially infectious material shall be examined prior to servicing or shipping and shall be decontaminated as necessary, unless the employer deems this decontamination not feasible. (Employers should list any equipment that cannot be decontaminated before servicing or shipping.)

7. **PERSONAL PROTECTIVE EQUIPMENT:**

1. When exposures may be present, Express Transportation Services will provide all affected employees with Personal Protective Equipment (PPE), at no cost to the employee. Types of PPE include:
 1. Gloves
 2. Gowns
 3. Face Shields
 4. Masks
 5. Laboratory coats
 6. Eye Protection
 7. Mouthpieces
 2. The Company ensures that all PPE will be accessible to all employees who may be exposed to Bloodborne Pathogens. This includes equipment of various sizes to fit employees properly.
 3. Employees are required to remove and properly dispose of all PPE before leaving the work area. Any disposable type of PPE is not to be reused once contamination has occurred or if the equipment becomes cracked, peeled or torn. Non-disposable type of PPE can be decontaminated and reused, if not cracked, peeled, torn or damaged, in any way.
 4. Disposal of PPE will be accomplished in accordance with Federal, State and Local Standards.
8. **HEPATITIS B VACCINATION PROGRAM:**
1. Hepatitis B Vaccinations will be made available to all employees in the Exposure Control Program, once they have received their initial training and within 10 working days of assignment of their tasks which have occupational exposure.
 2. As stated previously, an employee may decline to be vaccinated. If so, a signed declination will be kept in the employees file. If, at a later date, the employee decides to receive the vaccination, they may do so, at no cost to them.
 3. If an employee is exposed and has not been vaccinated, a possible accelerated vaccination may be prescribed by medical personnel
9. **PROCEDURES IN THE EVENT OF EXPOSURE:**
1. Once a report of exposure has been received by an employee(s), Celebrity Coaches of America, Inc. will make immediately available to the exposed employee(s) a confidential medical evaluation and follow-up, including:
 1. Documentation of the route(s) of exposure, and the circumstances under which the exposure incident occurred.

2. Identification and documentation of the source individual, if known.
 3. The source individual's blood shall be tested as soon as feasible, after consent is obtained, in order to determine HBV and HIV infectivity.
 4. Results of the source individual's testing will be made available to the exposed employee.
 5. The exposed employee's blood will be collected, as soon as feasible and tested, after consent is obtained.
2. The healthcare provider, evaluating an employee after an exposure incident, is provided the following information:
1. A copy of the OSHA Bloodborne Pathogens Standard.
 2. A description of the exposed employee's duties as they relate to the exposure incident.
 3. Documentation of the route(s) of exposure and circumstances under which exposure occurred.
 4. Results of the source individual's blood test, if available.
 5. All medical records relevant to the appropriate treatment of the employee, including vaccination status which are the employer's responsibility to maintain.
3. The healthcare provider will:
1. Provide the employer with a written opinion within 15 days of the completion of the evaluation.
 2. Indicate if an HBV vaccination is called for and if it has been given.
 3. Indicate that the employee has been informed of the results of the evaluation.
 4. Indicate that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.
4. All other findings or diagnoses shall remain confidential and shall not be included in the written report.
- 1.

Back & Lifting



BACKS & LIFTING

The most important principle to remember when lifting is to keep the head upright and back in an arched position. This arched position tends to put the muscles in a shortened and strengthened position. It also distributes the weight more evenly between the disc and the facet joints, and it places a more balanced weight on the disc.

It is often helpful to place one foot ahead of the other in order to get the object being lifted closer to the body. This is especially important when lifting large bulky items. This diagonal lifting position also balances the weight within a wide, safe base of support.

It is essential to keep weight close to the body. A ten pound weight held at arm's length increases the load by as much as seven to ten times the actual weight of the object. If the weight is held close to the body, there is not a great increase in the amount of stress on the lower back. And remember, activities which are stressful to the lower back are almost always bad for the neck too.

HOW TO LIFT - THE EIGHT COMMANDMENTS OF LIFTING:

1. ***Test the weight before you lift*** — Before you lift, think about the item you are going to move and ask yourself “Can I lift this alone?” “Is the path clear?” “Is it too awkward for one person?” also test the load to see approximately how heavy it is **before** lifting.
2. ***Ask for help*** — If the load is too heavy or too awkward for you to lift, ask for assistance.
3. ***Get a firm footing*** — Keep you feet apart for a stable base.
4. ***Bend your knees*** — Don't bend at the waist. Keep the principles of leverage in mind.
5. ***Tighten your stomach muscles*** —Abdominal muscles support your spine when you lift. Train muscles groups to work together.
6. ***Lift with your legs*** — Let your powerful leg muscles do most of the work.
7. ***Keep the load close*** — The closer the load is to your body, the less force it exerts on your back.
8. ***Keep your back upright*** — Don't add the weight of your body to the load.

PREVENTION — THE BEST INSURANCE

Proper Lifting Techniques



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PROPER LIFTING TECHNIQUES

1. Lift with your mind, instead of your back.
2. Plan ahead!
3. If something looks awkward, it is!
4. **BEFORE LIFTING:**
 - a. Test the weight before you lift.
 - b. Back injuries have occurred when an employee jerks suddenly to avoid injury. Be properly equipped:
 - i. Do you need gloves?
 - ii. Are your feet protected?
 - c. Can you slide or push the object and eliminate the lift?
 - d. Do you know where you're going with the item?
 - e. Is there a clear path so you don't trip or fall?
 - f. Prepare to lift without twisting or bending.
 - g. Do not reach to lift an item when you are sitting.
 - h. **Do not reach!**
5. **WHEN LIFTING:**
 - a. Use the large leg muscles, not your small back muscles.
 - b. Hold your abdominal muscles in tightly while lifting.
 - c. Maintain the natural curves of your back; chest and chin up, bending your legs, rear-end out.
 - d. Lift smoothly, no jerking motion.
 - e. Keep the item close to your body.
 - f. Always use proper lifting equipment provided, or another person to "TEAM LIFT" with you.
6. **TYPES OF LIFTS:**
 - a. Squat Lift
 - b. Tripod Lift
 - c. Diagonal Lift
 - d. Golfers Lift
 - e. Power Lift
 - f. Team Lift

Eye & Face Protection



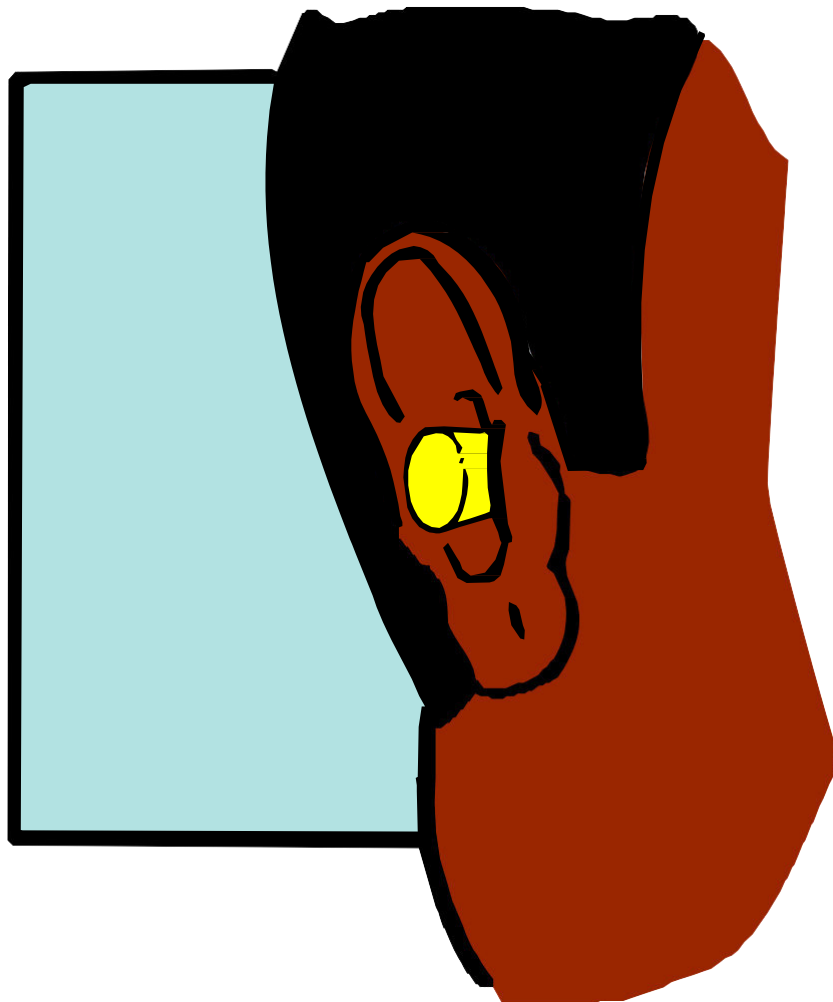
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EYE AND FACE PROTECTION POLICY

1. Protective eye and face equipment is required where there is a reasonable probability of injury that can be prevented by such equipment. In such cases, Express Transportation Services will make conveniently available a type of protector suitable for the work to be performed, and employees will use such protectors. No unprotected person will knowingly be subjected to a hazardous environmental condition. Suitable eye protectors will be provided where machines or operations present the hazard of flying objects, glare, liquids, injurious radiation, or a combination of these hazards.
2. Protectors will meet the following minimum requirements:
 - a. They will provide adequate protection against the particular hazards for which they are designed.
 - b. They will be reasonably comfortable when worn under the designated conditions.
 - c. They will fit snugly and will not unduly interfere with the movements of the wearer.
 - d. They will be durable.
 - e. They will be capable of being disinfected.
 - f. They will be easily cleanable.
 - g. Protectors must be kept clean and in good repair.
3. Persons whose vision requires the use of corrective lenses in spectacles, and who are required by this policy to wear eye protection, will wear goggles or spectacles of one of the following types:
 - a. Spectacles whose protective lenses provide optical correction.
 - b. Goggles that can be worn over corrective spectacles without disturbing the adjustment of the spectacles.
 - c. Goggles that incorporate corrective lenses mounted behind the protective lenses.
4. Every protector will be distinctly marked to facilitate identification of the manufacturer.
5. When limitations or precautions are indicated by the manufacturer, they will be transmitted to the user and care taken to see that such limitations and precautions are strictly observed.
6. Design, construction, testing, and use of devices for eye and face protection will be in accordance with American National Standard for Occupational and Educational Eye and Face Protection, Z87.1-1968.
- 1.

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Hearing Conservation



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HEARING CONSERVATION PROGRAM

STANDARD OPERATING PROCEDURE

1. OBJECTIVES :

- a. It is the Commitment of **Express Transportation Services** to provide a safe and healthy work environment for its miners.
- b. Compliance of MSHA 30 CFR Part 62 Health Standards for Occupational Noise Exposure.
- c. Prevention, in so far as possible, through education and facilitating of miners obtaining proper hearing protection devices (HPD) at work and away from work, and hearing loss due to off time exposures to various noises.

2. POLICIES:

- a. All work environments which have enough background noise to require individuals in that area to speak louder than their normal conversational tone in order to be understood, shall be tested to determine if it meets or exceeds the action level or "permissible exposure level" (PEL).
 - i. MSHA Action Level is an eight (8) hour time weighed average (TWA) of 85 dBA or its equivalent.
- b. If any miner's noise exposure exceeds the "permissible exposure level" (PEL) or "action level" during any work shift, the miner will be enrolled in a "Hearing Conservation Program" (HCP) and the employer will use all feasible engineering and administrative controls to reduce the miner's noise exposure to the PEL, so far as reasonable, considering the economic viability.
- c. Audiometric testing will be offered to each miner enrolled in the HCP; however, miners are not required to take the test. The test will be provided at no cost to the miner.
- d. All miners shall have a valid audiogram, as a part of their pre-employment physical examination.
- e. It is a condition of employment that all miners wear hearing protective devices when working in an area at or above the action level. The employer will post administrative controls on the mine bulletin board and provide a copy to the affected miners.

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- f. It is a company policy that all supervisors ensure that miners, vendors and contractors who do not wear appropriate hearing protection are immediately removed from any placarded area that requires hearing protection.
- g. All **Express Transportation Services** miners shall be trained as to the causes and prevention of hearing loss while away from work.

3. **PROCEDURES:**

- a. All work areas where the noise exposure, at any time, requires miners to speak louder than normal, then the area shall be tested by the area department's miner that has been certified by the Safety department to determine the actual noise level.
- b. **Express Transportation Services** plant operators are responsible to ensure their miner's work area are appropriately evaluated and placarded for hearing protection.
 - i. Include re-testing of areas in which the noise exposure has increased after a change in the work environment.
- c. The plant operator/Safety department shall:
 - i. Ensure that the noise exposure tests are conducted with the appropriate equipment and approved by the Safety department.
 - ii. Ensure that the Safety department currently certifies all noise exposure.
 - iii. Ensure that the tester will perform the noise testing according to the
 - iv. Manufacturer's specifications.
 - v. Inform the Safety department of the results in a timely manner.
 - vi. Conduct an annual noise monitoring survey of the work areas as required.

4. **HEARING PROTECTION REQUIREMENTS FOR LEVEL OF NOISE EXPOSURE:**

- a. Upon notification of test results, the Safety department, in conjunction with the plant operator will establish the appropriate hearing protection:
 - i. ***None*** – less than the MSHA action level.
 - ii. ***Single Hearing Protection*** – at or above the MSHA action level of 85 dBA.
 - iii. ***Double Hearing Protection*** – at or above 105 dBA or equivalent on an eight (8) hour TWA.
 - iv. ***Over Permissible Exposure Level*** – at or above 115 dBA or equivalent – requires miners to be removed from the area immediately until engineering and/or administrative controls are implemented.

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- v. After any engineering controls have been implemented, testing of the area will be conducted for evaluation of reduction in noise levels.

5. AREA PLACARDING: Express Transportation Services plant operators shall:

- a. Ensure that all work areas are placarded with the appropriate hearing protection needed for that area.
- b. When administrative controls are used, the plant operator will post the procedures for the controls and provide a copy to the affected miners.
- c. Change placard when intermittent events require greater or lesser hearing protection.
- d. Ensure that placards clearly state the level of hearing protection required.
- e. All miners will be trained on placards during new hire orientation by the plant operator or Safety department and during annual refresher training.
- f. If a miner transfers to another **Express Transportation Services** mine, they will be trained on work area specifics by the plant operator of that mine or the Safety department.
- g. Enroll the affected miners in an HCP, and provide and require that miners use personal hearing protectors.

6. ENGINEERING CONTROLS:

- a. Engineering controls are procedures and processes, other than administrative or personal hearing protective devices (HPD), that reduce sound level, either at the sources or within the hearing zone of the workers.
- b. **Express Transportation Services** will identify, evaluate, develop, monitor and implement engineering controls to reduce noise levels that meet or exceed (PEL) 90 dBA TWA and/or 100 percent dose. Also, the maximum allowable exposure of 115 dBA.
- c. Examples of engineering controls are:
 - i. **Maintenance** – replacement or adjustment of worn; loose; unbalanced parts of machines; lubrication of machine parts and use of properly shaped and sharpened cutting tools.
 - ii. **Substitution of machines and processes** – replaced louder machines and task activity with quieter machine and tools.
 - iii. Reduce sound transmission through solids, gases and air by flexible sections of pipe, flexible shaft couplings, resilient flooring, intake/exhaust mufflers, baffles, reduce air turbulence and/or pressure, using sound

Express Transportation Services

absorption materials and barriers, complete enclosure of individual machines and isolate operators with soundproof booths.

- d. Plant Operators shall:
 - i. Ensure that all of their work areas have been evaluated for hearing protection requirements that exceed the over permissible level (115 dBA) for engineering changes that will decrease the noise exposure.
 - ii. Implement remedial action for removal of miners until engineering controls are in place if noise level exceeds the over permissible exposure level (115 dBA).
 - iii. Ensure that re-testing has been conducted after implementation of engineering controls for confirmation of decreasing sound levels and/or hearing protection requirements.
 - iv. Inform **Express Transportation Services** Safety Department of their remedial action, evaluation and implementation of engineering controls.

7. ADMINISTRATIVE CONTROLS:

- a. Administrative Controls may be appropriate in some cases for control of noise exposure. Example: rotating task activity in the work area during the work shift from the higher noise exposure to lower noise exposure for compliance to MSHA action level (85 dBA TWA).
- b. Plant Operator shall:
 - i. Implement and monitor administrative controls to reduce the specific miners work time in areas requiring hearing protection.
 - ii. Develop and implement standard operating procedures for the rotation of their miners conducting work tasks in an area that requires hearing protection.
 - iii. Ensure that re-testing has been conducted after implementation of administrative controls for confirmation that the miner's exposure is below MSHA action level (85 dBA TWA).
 - iv. Inform **Express Transportation Services** Safety Department of the administrative controls, post the procedures of such controls and provide a copy to the affected miners.

8. HEARING PROTECTION:

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- a. **Express Transportation Services** Safety department will administer hearing protection and training requirements.
- b. Provide the affected miner (miner) a choice of hearing protectors, including at least (2) muff types and (2) earplug types of hearing protectors. The hearing protectors, along with any replacement will be provided at "no cost" to the miner, except for situations of mis-use. **Express Transportation Services** will train to achieve comfort and proper fit of the protectors offered.
- c. **Express Transportation Services** Safety department will provide HPD and proper fit testing and will evaluate the effectiveness of the miners HPD on annual basis and/or when a Standard Threshold Shift (STS) has occurred.
- d. Documentation of HPD fit testing will be maintained by the Safety Department and a copy of the record will remain in the miner's training file.
- e. All **Express Transportation Services** miners shall be trained as to the causes and prevention of hearing loss while away from work. **Express Transportation Services** will provide disposable hearing protection devices (earplugs) at no cost to the miner.

9. TRAINING:

- a. New hire miners will receive Part 62 Health Standards for Occupational Noise Exposure training in new hire orientation by Safety Department. Also, within 30 days of enrollment into **Express Transportation Services** Hearing Conservation Program.
- b. All **Express Transportation Services** affected miners will receive annual refresher training at least every 12 months for as long as the noise exposure continues to equal or exceed the action level. Also, within 30 days of enrollment into **Express Transportation Services** Hearing Conservation Program. **Express**
- c. **Transportation Services** miners will be trained in:
 - i. General requirements of MSHA'S noise rule.
 - ii. Effects of noise on hearing.
 - iii. Purpose and value of wearing HPD.
 - iv. Advantages and disadvantages of HPD on the job and off the job.
 - v. Selection of HPD and proper fitting
 - vi. Various types of hearing protectors offered and the care, fitting and use of each type.
 - vii. **Express Transportation Services** and miner responsibilities regarding administrative/engineering controls

Express Transportation Services

- viii. Employer and miner's respective tasks in addressing noise, administrative and engineering controls.

Definition: **STS** = Standard Threshold/Shift
 RHL = Reportable Hearing Loss

- d. All **Express Transportation Services** vendors and/or contractors that must enter hearing protection required areas for work activity shall provide their own MSHA certificate of training and their own hearing protection. Also, they must comply with MSHA 30CFR Part 62 Health Standards for Occupational Noise Exposure.
- e. All **Express Transportation Services** vendors and/or contractors shall receive notice of Part 62 training in sites-specific hazard training before conducting work activity in a hearing protective area by the plant operator and/or Safety department.
- f. **Express Transportation Services** will request a follow-up evaluation when a STS or RHL has occurred and been sustained by a repeat audiogram.
- g. Invalid, STS & RHL Audiogram Follow-up Evaluation Procedures.
 - i. **Express Transportation Services** Safety department shall schedule the miner to have a retest within 30 days, and request:
 - ii. A recent audiogram.
 - iii. If a valid audiogram is obtained, they shall report the results to the **Express Transportation Services** Safety department within 5 days. If
 - iv. the audiogram is still invalid, they shall:
 - (1) Perform an examination, if pre-employment physical exam was done elsewhere.
 - (2) When necessary schedule further examinations or consultations in order to accurately diagnosis the reason for the invalid hearing test.
 - (3) Obtain an audiological consultation for all miners whose cause is not otherwise determined.
 - (4) Insure that a valid audiogram or “best” audiogram (if the cause can not be further treated) is obtained at the end of treatment or the evaluation process and
 - (5) Designate this exam as the miner's baseline audiograms.
 - v. The results of its evaluation shall be reported to **Celebrity Coaches of America, Inc.** Safety department.
 - vi. Include the cause of determination:

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- (1) Work related
 - (2) Not work related
 - (3) Can not be determined
 - (4) The designated baseline audiogram results
 - (5) When the next audiogram should be scheduled
 - (6) **Express Transportation Services** Safety department shall evaluate the cause of initially invalid audiogram and for work related cause. non-industrial related exposure, refer the miner to their private
 - vii. For physician for further evaluation and medical care.
 - viii. For work related cause, the miner will be referred to the company's industrial insurer for treatment.
 - ix. For a "cannot be determined cause", referred to a consultation from an Audiologist.
 - x. Schedule the miner for their next audiogram.
 - xi. Establish the valid or best audiogram as the miner's baseline audiogram.
 - xii. Inform the miner of the results within 10 days.
 - xiii. Schedule the miner for hearing protection and training when they are assigned to work activity in an area that requires hearing protection.
- h. Initial Audiogram Testing:
- i. An initial audiogram shall be conducted on all new miners during pre-employment.
 - ii. When the pre-employment is done elsewhere, a copy of the audiogram results will be sent to **Express Transportation Services** Safety department for confirmation of a valid baseline audiogram.
 - iii. **Express Transportation Services** Safety department will ensure that the audiogram was conducted by a qualified technician defined by Part 62.101.
 - iv. If **Express Transportation Services** Safety department determines that audiogram is invalid, the new miner shall be sent for repeat of the audiogram for confirmation.
 - v. **Express Transportation Services** new miners or transferred miners from other operations, shall have a baseline audiogram established, if they work in a required hearing protection area.
 - vi. If the baseline audiogram results are invalid, **Express Transportation Services** Safety department shall re-schedule the miner for confirmation within 30 days.

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- vii. Upon receipt of the final determination and report, **Celebrity Coaches of America, Inc.** Safety department shall evaluate the report and if a work-related cause exists, refer the miner to the company's industrial insurer for treatment.
- viii. For non-work related exposures, refer the miner to their private physician for further evaluation and medical care.
- i. Annual Audiometric Testing:
 - i. All **Express Transportation Services** miners that are enrolled into **Express Transportation Services** Hearing Conservation Program shall have an annual audiogram:
 - (1) At the times when a mobile clinic is onsite.
 - (2) Upon receipt of the results of audiograms, **Express Transportation Services** Safety department shall within 10 days:
 - (a) Inform the miner of results and provide the miner a copy of audiogram.
 - (b) Schedule any miner who has had a Standard Threshold Shift (STS) or Reportable Hearing Loss (RHL) for a repeat audiogram and/or a follow-up evaluation.
 - (3) Upon receipt of the results of the repeat audiogram and/or the follow-up evaluation **Express Transportation Services** Safety department shall:
 - (a) If neither a STS or RHL has been sustained by the repeat audiogram and or follow-up evaluation, the miner shall be notified that no other action is necessary.
 - (b) If an STS or RHL has been confirmed and is judged to be work related **Express Transportation Services** Safety department will initiate remedial action to prevent further hearing loss by re-evaluation of engineering and administration controls, transferring the miner to another area and/or enforcement of compliance to **Express Transportation Services** Hearing Conservation Policy and Procedures.
 - (c) If a miner has a 25 dBA shift or more at 2000, 3000, and 4,000 Hz in either ear and has been determined by the

Express Transportation Services

evaluation physician to be work related, **Celebrity Coaches of America, Inc.** Safety department will process a 7000-1 MSHA Reportable according to CFR 30 part 50. (Effective: October, 2000)

10. Record Keeping

Express Transportation Services Safety department shall comply with all aspects of 30 CFR Part 62.190.

The authorized representatives of the Secretaries of Labor and Health and Human Resources have access to all records required under 62.190. Upon written request **Express Transportation Services** will provide, within 15 calendar days of the request; access to records as per specifications of 62.190.

Express Transportation Services will comply with specifications that are included in the regulations as to the storage and transfer of records should the business cease operations.

The following records shall be kept by:

Environmental noise testing and monitoring

Tests

Calibration of testing devices

Certification of Testers

Results

Action taken

Engineering and Administration Controls

Evaluation of E & A Considered

Implemented standard operating procedures

Implementation of noise reduction equipment

Record of placarded areas

Crusher

Process

Metallurgical Lab

Mobile Equipment

Other Mine Operations

Acknowledgment of providers

Receipt of 30 CFR Part 62

Receipt of this hearing conservation program

Willingness to comply with 30 CFR Part 62

Express Transportation Services

Individual Miners

Initial testing

Annual testing

Training and Fit Testing

When a RHL has occurred – 30 CFR Part 62.175(b)

When an STS has occurred – 30 CFR Part 62.174

Any actions taken

Express Transportation Services Safety department will maintain all written formal records of miner exposures.

Express Transportation Services

MSHA Key Definitions

Action Level – An 8-hour time-weighted average sound level (TWA8) of 85 dBA, or equivalently a dose of 50% integrating all sound levels from 80 dBA to at least 130dBA.

Audiologist – A professional specializing in the study and rehabilitation of hearing, who is certified by the American Speech-Language-Hearing Association (ASHA) or licensed by the state board of examiners.

Baseline Audiogram – The audiogram recording in accordance with 62.170 (a) of this part against which subsequent audiograms are compared to determine extent of hearing loss.

Criterion Level – the sound level which if constantly applied for 8 hours results in a dose of 100% of that permitted by the standard.

Decibel (dB) – A unit used to express sound power level (Lw), the decibel is 20 times the common logarithm of the ratio of measured sound pressure to the standard reference sound pressure of 20 micropascals (uPa) which is the threshold of normal hearing sensitivity at 100 hertz (Hz). Also for measuring hearing threshold levels, the decibel is the difference between audiometric zero (reference pressure equal to 0 hearing threshold level) and threshold of hearing of the individual being tested at each test frequency.

Dual Hearing Protect Level – A TWA of 105 dBA or equivalently a dose of 800% of that permitted by the standard, integrating all sound levels from 90 dBA to at least 140 dBA.

Hearing Protector – Any device or material, capable of being worn on the ear or in the ear canal, sold wholly or in part on the basis of its ability to reduce the level of sound entering the ear, and which has a scientifically accepted indicator of noise reduction value.

Hertz (Hz) – Unit of measurement of frequency numerically equal to cycles per second.

Medical Pathology – A condition or disease affecting the ear.

Qualified technician – A technician who has been certified by the Council for Accreditation in Occupational Hearing Conservation (CAOHC) or by another recognized organization offering equivalent certification.

Permissible exposure level – A TWA8 of 90 dBA or equivalently a dose of 100% of that permitted by the standard, integrating all sound levels from 90 dBA to at least 140 dBA.

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Reportable Hearing Loss (RHL) – A change in hearing sensitivity for the worse relative to the baseline audiogram, or the revised baseline audiogram where one has been established in accordance with 62.170 (c)(2) of an average of 25 dBA or more at 2000, 3000 and 4000 Hz in either ear.

Safety Department – wherever safety department is referred to will also mean Administrative Officer and/or Plant Manager.

Standard Threshold Shift (STS) – A change in hearing sensitivity for the worse relative to the baseline audiogram where one has been established, of an average of 10 dBA or more at 2000, 3000 and 4000 Hz in either ear.

Time-weighted average – 8 hour (TWA). The sound level which, if constant over 8 hours, would result in the same noise dose as is measured.

Express Transportation Services

MSHA 30 CFR Part 62 Occupational Noise Exposure Sites.

Electrical



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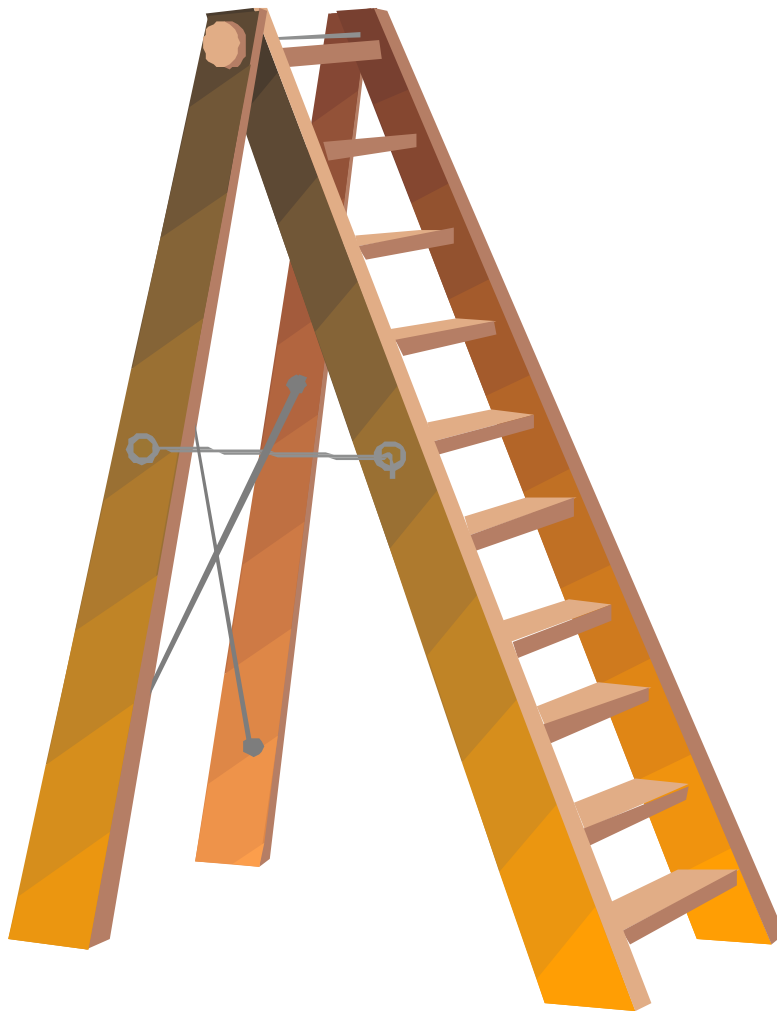
ELECTRICAL

Express Transportation Services will remain in compliance with current NEC codes and will provide approved ground-fault circuit interrupters for all 120-volt, single phase, 15 and 20 ampere receptacle outlets on construction sites which are not a part of the permanent wiring of the building or structure and which are in use by employees. Receptacles on the ends of listed extension cords are not part of the permanent wiring and therefore will be protected by ground-fault circuit interrupters whether or not the listed extension cord is plugged into permanent wiring. No job made extension cords will be accepted.

Electrical work on or near energized electrical circuits will be performed by a qualified individual. As a minimum, individuals performing work on or near energized electrical circuits will be either: a licensed electrician in the state in which the work is being performed; or, a 5th year apprentice or Journeyman electrician who has been trained by a recognized trade or union training program. Additionally, the individual will be experienced in working with the type of electrical circuits on which energized electrical work is to be performed.

Minimum requirements to work on or near energized electrical circuits also include the use of rated, insulated tools and the necessary personal protective equipment. Personal protective equipment will always include eye protection. It is **Express Transportation Services's** responsibility to assess the work hazards associated with the work and to ensure our employees and sub contractor's employees use any additional safety equipment over and above these minimum requirements.

Ladders



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LADDERS

1. **COMPLIANCE:** All stairways and ladders will be in compliance with the following:
 - a. Self-supporting and nonself-supporting portable ladders will be rated to support 4 times the maximum intended load.
 - b. Two or more ladders or a double-cleated ladder will be provided for access to or egress from a structure on which more than 25 people are working.
 - c. Ladder rungs and cleats will be parallel, level, and spaced uniformly. The rungs will be uniformly set at an interval between 10 and 14 inches.
 - d. The minimum distance between the 2 side rails of a fixed ladder and individual rung stepladders will be 16 inches.
 - e. The rungs of portable and fixed metal ladders will be corrugated, knurled, dimpled, or coated with skid-resistant material.
 - f. Ladders will not be tied or fastened together vertically unless they are specifically designed for that purpose.
 - g. If two or more separate fixed ladders are used to reach an elevated work area, they will be offset and include a platform, guardrails, overhead protection, and toe boards.
 - h. Permanently attached ladders will have a back clearance of 7 inches or more.
 - i. There will be at least a 30-inch clearance at the base of the climbing side of a ladder.
2. **USE REQUIREMENTS FOR LADDERS:**
 - a. A worker who ascends or descends a ladder will face the ladder and not hand-carry objects or loads that could affect stability.
 - b. All points of access to ladders will be clear of construction materials.
 - c. If used in an area where it can be displaced by activity or traffic, a ladder will be secured to prevent its accidental displacement.
 - d. All ladders will be periodically inspected for defects (for example, broken or missing rungs) by a competent person. If a ladder has been damaged in any way, it will be thoroughly inspected; if any defects are found, the ladder will be tagged **"DO NOT USE"** and removed from service. Do not paint wooden ladders as painting will hide defects.
 - e. Portable ladders used to reach an upper landing of a structure will have side rails that extend at least 3 feet above the landing.
 - f. Ladders will be free of oil, grease, and other hazards that may cause a worker to slip.

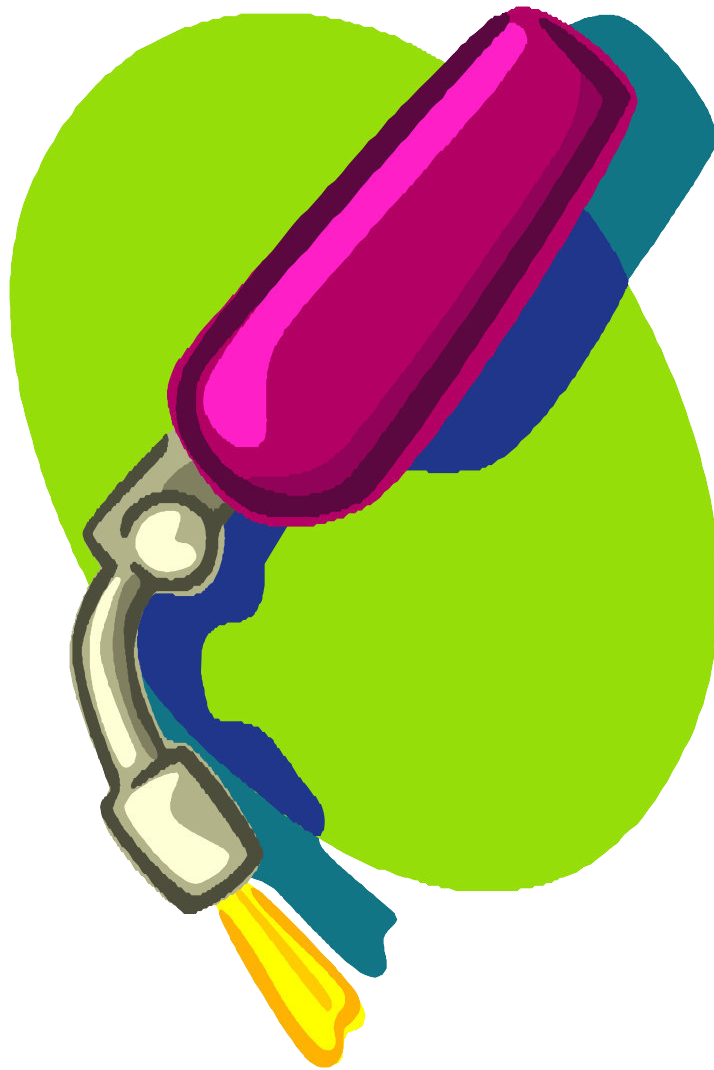
- g. Ladders will be used only for the purpose for which they were designed. Ladder bases will have slip-resistant feet (unless secured) and be used on a surface that is stable and level.
- h. Ladders will not be moved, shifted, or extended when workers are on them.
- i. Ladders that may come in contact with exposed energized electrical equipment will have nonconductive side rails.
- j. Single-rail ladders will not be used.
- k. Stepladders should only be used fully unfolded, and workers will not stand above the second from the top step.
- l. Wooden ladders will not be painted so as to obscure a defect in the wood; only a clear, nonconductive finish will be used.
- m. Ladders will be sufficiently strong for their intended use.
- n. Portable metal ladders will not be used in the vicinity of energized electrical circuits.
- o. Ladders shall not be placed in front of a door that opens toward the ladder, unless the door is open, locked, or guarded.
- p. Only one employee will work from a ladder at one time (except for hook type ladders.) If two employees are required, a second ladder will be used.
- q. When ascending or descending ladders, employees will have both hands free and shall face the ladder.
- r. Ladders will not be used as scaffold platforms.
- s. Boxes, chairs, etc., will not be used as ladders.
- t. Employees will not use a ladder until they have been properly trained in its use.

3. STRAIGHT LADDERS:

- a. Portable straight ladders will not be used without nonskid bases.
- b. The ladder will be placed so that the distance between the bottom of the ladder and the supporting point is approximately one-fourth of the ladder length between supports.
- c. Straight ladders will not be climbed beyond the third step from the top.
- d. When working from a portable ladder, the ladder must be securely placed, held, tied, or otherwise made secure to prevent slipping or falling.
- e. When dismounting from a ladder at an elevated position (as at a roof) the employee shall ensure that the ladder side rails extend at least 3 feet above the dismount position, or that grab bars are present.
- f. Ladders will not be spliced together to form a longer ladder.
- g. A ladder will not be placed against an unsafe support.
- a.

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Welding & Cutting



WELDING AND CUTTING

1. Welding and cutting will be performed only by experienced and properly trained persons. Before welding or cutting is started, the area will be inspected for potential fire hazards.
2. Suitable fire extinguishing equipment shall be immediately available at all locations where welding and cutting equipment is used.
3. Matches will not be carried by welders or their helper when engaged in welding or cutting operations.
4. Where combustible materials such as paper clippings, coal, or wood shavings are present, the floor shall be swept clean for a radius of 35 feet before welding.
5. To protect eyes, face, and body during welding and cutting, the operator will wear an approved helmet or goggles, proper protective gloves and clothing. Helpers or attendants shall wear proper eye protection. Other employees will not observe welding operations unless they use approved eye protection.
6. Proper eye protection will be worn to guard against flying particles.
7. Welders will place welding cable, hoses, and other equipment so that it is clear of passageways, ladders, and stairways.
8. Gas Welding and Cutting - Only approved gas welding or cutting equipment will be used.
9. Approved back flow check valves will be used on gas welding rigs in both gas and oxygen lines.
10. Welding hose will not be repaired with tape.
11. Matches will not be used to light a torch; a torch will not be lighted on hot work. A friction lighter or other approved device will be used.
12. Rules and instructions supplied by the manufacturer or affixed to the machine will be followed.
- 1.

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