

**Health, Safety and  
Environmental Manual**

# **FLEET VEHICLE AND DRIVER PROGRAM**

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## 1.0 OBJECTIVE

The objective of the B&B Gas Well Services, LLC's ("B&B" or "the Company") Fleet Vehicle and Driving Program is to:

- 1.1 Establish standard procedures for drivers while operating Company vehicles and drivers of personal vehicles while on Company business;
- 1.2 Prevent vehicle-related collisions, fatalities or injuries by maintaining full compliance with Federal, State, and Local Regulations through management of all phases of the transportation process;
- 1.3 Establish fair and consistent disciplinary procedures for all drivers who violate the requirements of this program.
- 1.4 Establish standard procedures for selecting, procuring, operating, maintaining, and disposing of Company vehicles to minimize company vehicle fleet costs.

## 2.0 SCOPE

- 2.1 This program applies to all employees who operate Company vehicles, employees renting vehicles for Company business, and employees operating their personal vehicles while performing Company business (including travel between offices or job sites, or training classes, etc). Such employees shall be noted as "Drivers" throughout this program.
- 2.2 Company management will review and evaluate this program on an annual basis, or when operational changes occur that require revision. Effective implementation of this program requires support from all levels of management within the Company. This written program will be communicated to all personnel that are affected by it.

## 3.0 DEFINITIONS

**Driving Instructor** - Person designated upon approval from Company Manager to provide instruction to Company employees on the current Driver's training program utilized by the Company.

**Commercial Motor Vehicle (CMV)** - A vehicle engaged in Interstate commerce with a GVWR of 10,001# or more.

**Driver** - An employee of the Company qualified and authorized to operate a Company vehicle.

**Vehicle** – Company owned or rented automobile, truck, van, trailer or other self-propelled equipment used to transport property &/or passengers for the purposes of conduct Company-related business.

## 4.0 REFERENCES

Substance Abuse Program (Non-DOT)

## 5.0 TRAINING

- 5.1 New Hires - All new employees who drive Company vehicles must complete a driver's training program covering the type(s) of vehicle(s) the employee operates, including attachment of trailers, prior to operation of any Company vehicle.
  - 5.1.1 The program will focus on desired driver behaviors via presentations and critiques of individual driving skills utilizing coaching and mentoring techniques to integrate safe behavior in daily driving.
  - 5.1.2 A road test conducted by a Driving Instructor (as defined in Section 3.0), knowledgeable of such vehicles and their proper operation.
  - 5.1.3 Briefing on driving risks will also be covered.
- 5.2 Refresher Training – All employees who drive for the Company, or have the possibility of driving a Company vehicle, must:
  - 5.2.1 Renew their safe driver training once every three (3) years;
  - 5.2.2 Review driving hazards and standards every twelve (12) months;
  - 5.2.3 Complete a driver training refresher course prior to returning to driver duties following a Company determined Preventable Vehicle Collision (PVC).

## 6.0 RESPONSIBILITIES

It is the responsibility of Management to implement, support and enforce this program, to periodically review and evaluate its overall effectiveness, and to make modifications as necessary.

Employees of the Company who may have assigned job duties to operate a vehicle shall be familiar with and comply with the contents of this program.

Employees have the responsibility and authority to stop any unsafe driving or unsafe task being conducted and shall immediately request management involvement to resolve the issue. The employee's decision, when made in good faith and using good judgment, shall be considered commendable even though the conclusion of the investigation might be found to the contrary.

Enforcement of this program is the responsibility of each and every employee of the Company. If an employee chooses to violate this program, whether willfully or through negligence, Management shall have the responsibility as well as the authority to pursue corrective action in accordance with the disciplinary actions contained in this program.

- 6.1 The **Immediate Supervisor** is responsible for ensuring the Driver is in full and complete compliance with this program and providing Management with all required current information on the driver. When a Driver is in violation or questionable violation of any part of this program and/or has had their Company vehicle driving privileges revoked resulting from a disciplinary action outlined in Section 9.0, the Immediate Supervisor is responsible for ensuring the employee is no longer allowed to drive a Company vehicle until such time that the violation has been corrected and/or disciplinary action assessment has been completed &/or satisfied accordingly.
- 6.2 **Company Manager** is responsible for the management and administration of all Company owned vehicles and vehicle-related services, including but not limited to:

- 6.2.1 Maintaining a database identifying all Company owned vehicles, Driver details & vehicle-related equipment;
  - 6.2.2 Monitoring employee & driver compliance with this program:
    - Provide Drivers and other employees eligible to drive a Company vehicle with a copy of this Program (either printed or electronic). Review the Program with Drivers and employees to ensure complete understanding and successful compliance. Obtain a signed Driver & Fleet Vehicle Program Acknowledgement Form from each Driver and document receipt of said form in the Vehicle & Driver database.
  - 6.2.3 Initiate Motor Vehicle Record (MVR) checks for employees prior to first assignment to a Company vehicle and conduct periodic MVR checks for existing Drivers to ensure continued driving eligibility and adherence with requirements further defined in Section 8.0 of this policy.
  - 6.2.4 Recommend and implement operational &/or process changes to ensure vehicle-related expenses are minimized without compromising Driver safety &/or their ability to successfully carry out assigned job duties.
  - 6.2.5 Procurement and disposal of vehicles and associated equipment.
  - 6.2.6 Developing and presenting driving standards to ensure that particular driving hazards (terrain, weather conditions, driving cultures, etc.) are addressed thru specific training and safety meetings.
  - 6.2.7 Investigation of vehicle-related incidents and reporting of findings and recommendation actions.
  - 6.2.8 Report violations and/or non-compliance with this program or an observed unsafe driving habit to the employee's supervisor.
  - 6.2.9 Participate in the review and recommendation of a proposed disciplinary action assessment (as outlined in Section 9.0) for an employee resulting from the employee's incident history, MVR results, unsafe driving habits, etc.
  - 6.2.10 Review, recommend &/or develop Driver improvement training programs.
- 6.3 The **Driver** is responsible for:
- 6.3.1 Proper Use - All drivers of a Company vehicle shall operate the vehicle in a safe, responsible, and prudent manner.  
 Company vehicles shall never be left with the engine running while unattended without taking the following precautions:
    - The manual transmission in neutral or automatic transmission is in Park; and
    - The parking brake must be engaged;
    - Wheel chocks blocking at least one wheel, front and back, must be used when parked on steep inclines.
  - 6.3.2 Vehicle Maintenance - Ensure the vehicle and its components are maintained in peak operating and safe condition at all times. Vehicle defects directly jeopardizing the safety of the driver and his/her ability to

maintain proper control of the vehicle (i.e., worn out tires, foreign object imbedded in tire, worn brakes, severely leaking fluids, cracked windshield, loose body part, etc.) must be repaired immediately. Non-critical repairs and routine maintenance shall be obtained at the earliest possible opportunity.

6.3.3 Vehicle State Safety Inspection - The Driver is responsible for renewal of all required state safety inspections of the Company vehicle operated.

6.3.4 Pre-Trip Vehicle Inspection – All drivers operating Company vehicles are responsible for completing a walk-around inspection of the vehicle daily, taking into consideration the following:

- Tire inflation and condition
- Condition of the windshield (replace if cracked and view is obstructed), side windows and rear windows. Ensure view is clear and unobstructed.
- Ensure the vehicle is not overloaded and that all cargo thereon is loaded and secured so it will not shift or fall off the vehicle.
- Verify trailer is properly attached in accordance with procedure outlined in Section 7.10.
- Check for obstacles under and around the vehicle
- Check operation of brakes, windshield wipers, headlights, brake lights, turn signals, horn, seat belt
- Check for proper adjustment of seat position and rear & side view mirrors.
- After the vehicle is started: check fuel level, temperature, voltmeter & oil pressure gauge readings and watch for engine performance or service warning lights.

6.3.5 Monthly Vehicle Inspection – All Drivers will conduct a monthly inspection of their assigned vehicle and document their findings using the Monthly Vehicle Inspection Form included in this policy (see Section 11.0). The completed inspection form shall be submitted to MANAGEMENT for review. Defects identified in the inspection will be repaired promptly. MANAGEMENT may participate in &/or supervise the inspection process.

6.3.6 Obey all Traffic laws - Obey the speed limit and all other traffic laws and slow down as vision, weather, and/or off-road conditions become a potential hazard.

- All citations issued while operating any vehicle (while on Company or personal business) are reportable within the next business day to the Driver's Immediate Supervisor and Company Manager. The driver is also responsible for notifying the Immediate Supervisor and Company Manager as to the final outcome of the issued citation by the next business day after the final judgment.
- Employees shall personally pay for all traffic citations in addition to any charges for towing and storage due to illegal parking &/or driving.

- Citations for equipment and registration shall be reported to the Company immediately for review to determine Company responsibility.
- 6.3.7 Don't Drink and Drive – Never drive a vehicle while under the influence of alcohol or in possession of any drug or substance that impairs the driver's ability to operate a vehicle safely. A driver shall not:
- Consume or be under the influence of alcohol within four (4) hours of going on duty, while on duty, or while driving a Company vehicle;
  - Possess an alcoholic beverage in a Company vehicle.
- 6.3.8 Wear Seat Belts – All drivers and passengers are required to wear seat belts while driving or riding in a Company vehicle.
- Any employee found driving or riding in a company vehicle not wearing safety restraints will be subject to disciplinary action up to and including termination.
- 6.3.9 Driver Condition – All Drivers who will be operating a motor vehicle on Company business must consciously and realistically question their physical and mental condition BEFORE getting behind the wheel of a vehicle. It is the Driver's responsibility to determine his or her fitness for driving. If a Driver is too tired or fatigued or otherwise unfit for driving, he or she shall NOT drive. Management will support an employee's self-evaluation concerning this matter.
- 6.3.10 First Move Forward - All Drivers shall position the Company vehicle so the first move is forward. This can be accomplished by pulling through parking spaces or backing into parking spaces (when feasible), whether on or off the job. Backing the vehicle should be avoided except as a necessity to position or park the vehicle.
- 6.3.11 Incident Reporting
- All incidents or program violations while operating a Company vehicle or driving a personal vehicle while on Company business are immediately reportable to his/her Immediate Supervisor. All equipment defects will be repaired prior to the vehicle returning to service.
  - In the event the driver fails to contact their Immediate Supervisor immediately to report an incident, program violation, issuance of a citation and/or the final judgment of a citation, **the driver is subject to disciplinary action up to and including termination.**
  - Employees are responsible at all times for any Company vehicle assigned to them. This includes times that the vehicle is parked and/or not in use.

## 6.4 Authorized Vehicle Use

### Personal Use of Company Vehicles

#### A. Personnel Permitted to Use Company Vehicles for Commuting.

The majority of company employees having company vehicles fall within this category. These employees are not permitted to use their company vehicle for personal use; however, they are required to commute in the employer-provided company vehicle. Such employees are reminded that use of the company vehicle assigned to that employee is restricted to business use only by IRS Reg. 1.61-04. The employee is allowed to commute between home and work each day and any other personal use (other than very minimal personal use, such as a lunch stop or an errand a short distance from your route home) is not allowed during time off from work.

#### B. Personnel Permitted to Use Company Vehicles for Personal Use.

For a few employees, a company vehicle, when not used for business purposes, may be driven for personal use at the discretion of the Company Manager

If a driver allows an unauthorized individual to drive a company vehicle, disciplinary action may be taken up to and including, suspension of driving privileges or dismissal of the driver, except in the case of an emergency (i.e., family or medical).

## 7.0 PROCEDURES

### 7.1 Assignment of Company Vehicles & Vehicle Reimbursement

7.1.1 Vehicle Assignments - Management is responsible for ensuring their employees are assigned to an appropriate vehicle type, outfitted with the necessary equipment that will allow the employee to successfully and safely perform their job duties. Management is to be notified of all vehicle/driver reassignments so the Vehicle & Driver database can be updated accordingly.

7.1.2 Vehicle Eligibility - Company vehicles are assigned to employees with positions that require frequent and substantial use of a vehicle in order to perform their assigned job functions. An employee may not be assigned a Company vehicle if the employee has a DWI or DUI on their MVR within the past three (3) years.

7.1.3 Vehicle Reimbursement - From time to time and at the discretion of the Company, in lieu of assigning a Company vehicle to an employee, a personal vehicle reimbursement may be provided on a monthly basis to an employee who is required on a routine and continuing basis to use his or her personal vehicle in the performance of their assigned duties. The

value of the vehicle reimbursement will be the standard allowance per mile as established by the Company Manager.

- The vehicle reimbursement will serve as full reimbursement for the use of the employee's owned or leased vehicle, including, but not limited to, all maintenance, repairs, tires, oil, fuel, insurance, registration fees, and for the repair of any damage sustained while driving the vehicle.
- Employees provided a vehicle reimbursement for conducting Company business in their personal vehicle are required to carry the following minimum vehicle insurance coverage:
  - \$50,000 Property Damage;
  - \$100,000 Auto Liability per Person;
  - \$300,000 Auto Liability per Occurrence;
  - \$1,000 Maximum Deductible.

7.1.4 Pool Vehicles are not specifically assigned to an individual, but are provided as required to satisfy location needs.

- Pool vehicles will be used for Company business only and are to be parked on Company premises during non-business hours.
- For purposes of this section, "Company business" does not include commuting to and from work unless the employee will be "on call", or if the employee will be traveling to a work location different than their normal assigned work location prior to returning the vehicle to the place that it is regularly parked. **Pool vehicles should not be used for personal reasons.**

7.2 **Vehicle Replacement Criteria** - Typically all Company vehicles will be replaced at :

- One hundred fifty thousand (150,000) miles (gas engine);
- One hundred seventy-five thousand (175,000) miles (diesel engine) or;
- When it is deemed to be cost prohibitive by the Company to continue repairs to the vehicle.

7.3 **Vehicle Insurance** - Company vehicles are insured under a blanket fleet vehicle liability insurance policy provided by the Company Management.

- Management will distribute the annual liability insurance renewal cards to each assigned driver upon receipt from Risk Management.
- It is the Driver's responsibility to ensure that a current insurance card is kept in the Company vehicle at all times.
- Management should be contacted for additional or replacement insurance cards.

7.4 **Vehicle Incident Reporting & Management**

- 7.4.1 It is the Driver's responsibility to contact his/her supervisor immediately to report incidents or damage to Company vehicles, regardless of the amount of damage.
- 7.4.2 In the event the driver fails to contact his/her supervisor and/or the Company Manager immediately to report an incident or vehicle damage, **the driver is subject to disciplinary action up to and including termination**. If the driver is incapacitated due to the incident, the driver shall contact his/her supervisor as soon as possible after treatment.
- 7.4.3 All collisions will be reviewed in a timely manner by the Company Manager and the supervisor to determine the basic causes.
- 7.4.4 If an employee/driver is determined to have been issued a citation by any law enforcement official or the collision determined to be Preventable by Management, the collision will be classified as a Preventable Vehicle Collision (PVC). All other collisions will be determined as a Non-preventable Vehicle Collision (NPVC).
- 7.4.5 If an employee/driver is involved in a Preventable collision, the Company Manager will determine the proper action to be taken per the Driver Disciplinary Action Policy in Section 9.0.
- 7.5 **Vehicle Maintenance & Repairs** – All vehicle maintenance and repairs, either warranty or non-warranty, shall be performed in a timely manner.
  - 7.5.1 To maximize vehicle longevity & performance and ensure safety of the driver, all vehicles shall be maintained and serviced on a regular basis in accordance with manufacturer guidelines.
  - 7.5.2 Modification or alterations to any part of a vehicle (other than those made by a manufacturer-certified up fitter) is strictly prohibited.
  - 7.5.3 In order to project and maintain a positive image of the Company, vehicles shall be kept clean (both inside and out) and presentable at all times (weather permitting).
  - 7.5.4 Repair or maintenance costs resulting from misuse or neglect of a Company vehicle may be charged to the individual employee responsible.
- 7.6 **Vehicle Marking**
  - 7.6.1 Commercial Motor Vehicles - In addition to the Company logo, all CMV's shall display the Company's US DOT #. The US DOT # decal shall be centered and placed approximately 2" below the Company decal on both front doors of the vehicle in accordance with the Federal Motor Carrier Safety Administration regulations. Any questions concerning CMV requirements should be directed to the immediate supervisor.
  - 7.6.2 Decals and DOT numbers shall only be obtained thru the Company's selected decal provider in order to protect the integrity and quality of the Company's logo.
- 7.7 **Vehicle Emergency Equipment** - Every vehicle must carry the following emergency equipment:
  - 7.7.1 A securely mounted, readily accessible Underwriters' Laboratories (UL) labeled fully charged fire extinguisher, as follows:

- Passenger vehicles: 5 lb. ABC
  - CMV vehicles: 10 lb. ABC
- 7.7.2 First aid kit with CPR breathing device;
- 7.7.3 Blood borne Pathogen clean-up kit;
- 7.7.4 Warning devices (reflective triangles) for stopped vehicles;
- 7.7.5 Functioning jack, tire tools and spare tire.
- 7.8 **Vehicle Weight** - Every Driver will be held accountable for adhering to the manufacturer's weight capacities and limitations of his/her assigned vehicle.
- 7.8.1 CMV vehicles and trailers are to be weighed at least annually. The vehicle maximum weight shall be equal to or less than the manufacturer's published Gross Vehicle Weight Rating (GVWR) for that model or the professionally modified and authorized gross weight. If a trailer is towed with a passenger vehicle, the manufacturer's GVWR and the manufacturer's maximum towing weight shall apply.
- 7.8.2 If the vehicle is overweight when fully loaded, the driver will immediately reduce the weight of the vehicle. The vehicle will not be operated overweight. Any citations issued to the driver related to overweight vehicle operation will be the responsibility of the driver.

#### 7.9 Trailers & Towing

- 7.9.1 All trailer attaching devices shall be of adequate design and in good working condition.
- 7.9.2 All trailer lighting must be functional.
- 7.9.3 Dual safety chains will be used on all trailers and crossed under the hitch when attached to the tow vehicle.
- 7.9.4 Breakaway devices must be functional.
- 7.9.5 It is the Driver's responsibility to ensure that the trailer is securely attached to the tow vehicle by the coupling device and periodic checks of the trailer and cargo shall be made upon initial hook-up and at the first safe opportunity after traveling to ensure the cargo has not shifted and the coupling device is secure.
- 7.9.6 It is the Driver's responsibility to ensure that all cargo, whether oversized, loose, or covered is loaded and secured so that it will not shift or fall off the vehicle.
- 7.9.7 Vehicle manufacturer and CMV standards for the tow vehicle shall govern the weight limitations on trailers. Direct any questions concerning weight limitations to THE IMMEDIATE SUPERVISOR.
- 7.10 **Driver's License Standards** - Employees who drive Company vehicles or who drive for the Company must maintain a single valid driver's license and must comply with all endorsements and/or restrictions on the license.
- 7.11 **Authorized Use of Company Vehicle** - The operation of any Company vehicle is restricted to Company employees:

- Who are physically able to perform all of the duties as a Driver. This provision must not be construed as negating the Company's responsibility to provide reasonable accommodation under the American's With Disabilities Act. Reasonable accommodation shall be applied when required by law;
  - Who are at least 18 years of age. However, no employee under the age of 21 shall be permitted to operate a Commercial Motor Vehicle in accordance with Federal Motor Carrier Safety Administration regulations;
  - With a current MVR on file and the point total has not exceeded not exceeded the maximum allowable point threshold as stated in Section 8.0.
- 7.12 **Radar Detectors** - The possession and/or use of radar detectors in a Company vehicle is strictly prohibited.
- 7.13 **Alcohol and Drug Testing Applicability and Exemptions** - All Company drivers are subject to drug and alcohol testing.
- 7.13.1 Requirement Of Testing - Any driver of a Company Vehicle or any person driving while conducting business for the Company involved in a "Vehicular Collision" shall consent to Drug and/or Alcohol Post Accident Testing per the Substance Abuse Program (Non-DOT).
- 7.13.2 Waiver Of Testing - Drug and/or Alcohol Post Accident testing on "minor incidents" may be waived at the discretion of management where:
- Only a Company vehicle sustained minor damages; and
  - No injury occurred; and
  - No third party is involved.
- 7.13.3 Testing – Drivers involved in an incident must be picked up and transported to the drug and alcohol collection site as soon as possible. The person may not drive him/her self to the collection site.
- 7.13.3.1 Refusal Of Testing – Any person refusing, obstructing, or otherwise not adhering to this program and/or the Substance Abuse Program (Non-DOT) is subject to disciplinary action up to and including termination of employment.
- 7.13.3.2 For specific information on Post Accident Drug and Alcohol Testing, refer to the Substance Abuse Program (Non-DOT).
- 7.13.3.3 If the drug test is not administered immediately (except in the event of providing life supporting services), the supervisor/manager must prepare and maintain on file a record stating the reason(s) the test was not promptly administered.
- 7.13.3.4 Drivers or supervisors must contact the Company Manager if there are any questions regarding required drug and alcohol testing and proper procedures.
- 7.13.4 All drivers maintaining a CDL for CMV operations are subject to CMV requirements.

#### 7.14 **Stolen Company Vehicles**

- It is the responsibility of the employee/driver to file a report with the local police department immediately and submit a copy to Management.
- If necessary, an employee whose Company vehicle is stolen will be assigned a temporary or rental vehicle until a determination is made regarding replacement of the stolen or recovered Company vehicle.

7.15 **First Move Forward** - All Drivers shall position the Company vehicle so the first move is forward. This can be accomplished by pulling through parking spaces or backing into parking spaces (when feasible), whether on or off the job. Backing the vehicle should be avoided except as a necessity to position or park the vehicle.

### 8.0 **Motor Vehicle Records**

8.1 All employees eligible to drive a Company owned, leased or rented vehicle will grant the Company authorization to obtain a copy of the employee's Motor Vehicle Record (MVR). The Company will conduct MVR checks on an annual basis, at a minimum, and reserves the right to increase the frequency of MVR checks &/or conduct an MVR check for a certain individual at any time for reasonable cause.

8.2 The total point assessment shown on an individual's MVR is calculated based on the violations and incidents posted to their driving record during the previous three (3) years (from the date the MVR is processed). Depending upon the State, some violations remain on a driver's record indefinitely. However, driver eligibility will be determined using only the total point assessment shown for the previous 3 years. Points associated with a violation are automatically subtracted from the individual's point total on the 3<sup>rd</sup> anniversary of the violation date.

8.3 Any individual with 11 or more points on their MVR is considered to be a High Risk Driver and is not eligible to drive a Company vehicle. Management will immediately notify the employee's immediate Supervisor when an employee's MVR results is 11 or more points so that disciplinary &/or correction action can be taken in accordance with Section 9.0 – Driver Disciplinary Action.

### 9.0 **Driver Disciplinary Action**

9.1 Employment Termination – The Company will assess disciplinary action up to and including termination (pending final investigation) for the following offenses involving the use of a Company vehicle:

- Vehicular homicide, manslaughter or any other felony;
- DWI/DUI or testing higher than the legal state limit for alcohol or drugs. For positive alcohol tests below the legal state limit, refer to the Substance Abuse Program (Non-DOT) for appropriate disciplinary action.
- Leaving the scene of an accident (hit and run);
- Misrepresenting the facts concerning an accident;
- Operating a Company vehicle without proper authorization;
- Personal injury and/or property damage to a third party caused by the Driver's gross negligence or willful misconduct;

- Operating a Company vehicle in an unsafe condition, while having prior knowledge of such condition;
- Loss of license or suspension of driving privileges, thereby not enabling employee to perform required job duties;
- Failure to submit to drug and/or alcohol testing.
- A vehicle incident, damage or loss, during use of a Company vehicle that resulted from negligence, recklessness or behavior on the part of the employee deemed not in the best interest of the Company by management.

9.2 Suspension of Company Driving Privileges – The Company will assess disciplinary action up to suspension of driving a Company vehicle or driving for the Company for the following offenses:

- Reckless or irresponsible driving;
- Pending final investigation of a serious vehicle incident;
- Suspension, revocation, or expiration of a Driver’s license;
- Exceeding the point limits stated Section 8.0 - Motor Vehicle Records;
- DWI/DUI or testing higher than the legal state limit for alcohol or drugs in any vehicle other than a Company vehicle;
- Failure to report an incident immediately;
- Failure to report the issuance and/or judgment of a citation in a timely manner;
- Failure to abide by any part of this program and/or the assigned driver responsibilities;
- Incident involving death.

9.2.1 The length of suspension will be a minimum of the completion of any incident investigation, reinstatement of Driver’s license or falling below eligible Driver’s Point System total. For a DWI, DUI or testing higher than the legal state limit for alcohol or drugs in any vehicle other than a Company vehicle, the suspension of use of the Company vehicle will be for a minimum of the state suspension of driving privileges plus six (6) months.

9.3 Suspension from Work Without Pay - The Company will assess disciplinary action up to suspension from work without pay for the following offenses:

9.3.1 Failure to report any moving violation or vehicle incident/collision as required by this program (minimum three (3) day suspension);

9.3.2 Driver involvement in a second Preventable collision in any twelve (12) month period (minimum three (3) day suspension).

9.4 Enforcement of Actions - The Immediate Supervisor is responsible for noting when a driver commits any of the above offenses. Such offenses shall be brought to the Company Manager for consultation to determine and enforce corrective action.

- 9.5 Employee Vehicle Damage Reimbursement - The Company may seek reimbursement (partial to full) if it is determined that the vehicle collision damage or loss resulted from gross negligence or willful misconduct on the part of the employee during use of the vehicle. A full and thorough investigation must be completed and the approval must be received from the Company Manager prior to seeking reimbursement.
- 9.5.1 Gross negligence or willful misconduct includes, but is not limited to, the following conduct/events:
- Any felony involving the use of a Company vehicle;
  - Driving under the influence of alcohol or drugs or testing higher than the legal limit as established in the state in which the test was conducted;
  - Vehicular homicide or manslaughter;
  - Operating the vehicle without a valid driver's license or registration;
  - Leaving the scene of a collision (hit and run);
  - Misrepresenting the facts concerning an incident;
  - Reckless driving;
  - Operating a Company vehicle in a known unsafe condition;
  - Operating a Company vehicle without proper authorization;
  - Improper operation of a Company vehicle;
  - Damage incurred to a vehicle at the fault of the driver, while off duty.
- 9.5.2 Reimbursement Rate - The Company Manager will determine the amount of reimbursement that will be received from the employee. The employee may elect to establish a payment plan (through payroll deduction) or pay the amount in full.
- 9.6 Driver Enhancement Programs - The purpose of a Driver Enhancement Program is to provide drivers the opportunity to improve &/or correct improper driving behaviors through additional driver training outside of the Company provided program(s).
- 9.6.1 Applicability – Driver Enhancement Programs are applicable to all employees who are eligible to drive a Company vehicle as part of his/her ongoing job.
- 9.6.2 Enhancement Programs – Company-approved enhancement programs must be approved by the Company Manager. One or more of these programs may be used as proactive training for new drivers, as enhancement action measures for employees involved in incidents or an employee's increasing MVR point total.
- The employee will be responsible for the cost of this course as part of an enhancement action
  - Certificates must be provided to Management as proof the course was completed.

- Upon the successful completion of each course, two (2) MVR Program points may be removed from the employee's most recent MVR point total. A maximum of three (3) points can be removed in any 36 month period.
- If an enhancement action is taken as a measure to reduce points under the MVR Program, the enhancement action must be taken by the employee prior to exceeding the MVR Program point threshold. If the MVR Program point threshold is exceeded, the appropriate disciplinary action previously described in this Section will prevail.

## 10.0 Contract &/or Temporary Employees

Contract and/or Temporary employees will adhere to the Driver and Fleet Vehicle Program as described in this procedure. Any Contract or Temporary employee working directly for the Company agree that their contract will be deemed amended to include the requirements of this program and such contract will be terminated in the event this program is violated. The Company Manager is responsible for providing Contract or Temporary employee agencies with a copy of this program and ensuring these agencies also agree that if this program would require termination of employment had the contractor been an employee, the agency agrees that the contractor provided under contract with the Company shall be terminated in such instance. For contract agencies and/or contract corporations who consistently fail to follow outlined policies and procedures, those contracts will be subject to termination. Company management and supervisors are directly responsible for ensuring compliance of contract and/or temporary employees under their supervision.

The Company may allow a contract or temporary employee to operate a Company vehicle only under the following guidelines:

- 10.1 Acceptance and Abidance - The contract or temporary employee shall agree, via signed documentation, to abide by the B&B Driver and Fleet Vehicle Program in its entirety.
- 10.2 Complete Documentation – There shall be thorough, complete, and signed documentation regarding the following on file with the immediate supervisor:
  - The Company must be provided with the same documentation as required from Company employees. The Company must also be provided with a signed consent form stating that the Company is allowed access to this documentation;
  - Drug and Alcohol Testing – The individual must be enrolled in a Non-DOT (or DOT, as applicable) Drug and Alcohol Testing Program. The Company must be provided with this documentation as well as a signed consent form stating that the Company is allowed access to this information;
- 10.3 Vehicle Usage – The temporary or contract employee may only operate the vehicle for assigned job duties. The vehicle is not to be used while off-duty or for personal use.

- 10.4 Incident Reporting – Any incident involving Company vehicles driven by contract or temporary employees must be immediately reported to the Immediate Supervisor.

## MONTHLY VEHICLE INSPECTION FORM

DRIVER NAME _____	UNIT # _____
LOCATION _____	LAST 8 OF VIN _____
DATE _____	ODOMETER _____
LAST OIL CHANGE (Date & Mileage) _____	SAFETY INSPECTION STICKER EXPIRES _____

**INSPECT EACH OF THE FOLLOWING ITEMS ON YOUR VEHICLE. CHECK OFF EACH ITEM INDICATING YOU HAVE COMPLETED ITS INSPECTION, OR MARK "N/A" IF NOT APPLICABLE.**

<input type="checkbox"/> Engine Oil Level	<input type="checkbox"/> All Lights on Vehicle
<input type="checkbox"/> Transmission Fluid	<input type="checkbox"/> All Hoses & Belts
<input type="checkbox"/> Steering Fluid	<input type="checkbox"/> Air Filter
<input type="checkbox"/> Brake Fluid	<input type="checkbox"/> Cab Interior Clean & Orderly
<input type="checkbox"/> Washer Fluid	<input type="checkbox"/> U-Joints/Drive Shaft
<input type="checkbox"/> Coolant Level	<input type="checkbox"/> Brakes (Power & Emergency)
<input type="checkbox"/> Battery Voltage/Cables	<input type="checkbox"/> Steering Linkage
<input type="checkbox"/> Seat Belts	<input type="checkbox"/> Reflective Triangles/Warning Devices
<input type="checkbox"/> Tires	<input type="checkbox"/> Towing Hitches/Straps
<input type="checkbox"/> Wiper Blades	<input type="checkbox"/> Tool Boxes Bolted Down
<input type="checkbox"/> Horn	<input type="checkbox"/> Extra Items Secured in Bed
<input type="checkbox"/> Fire Extinguisher	<input type="checkbox"/> Permits Correct
<input type="checkbox"/> First Aid Kit & Bloodborne Pathogens Kit	<input type="checkbox"/> Spare Fuses
<input type="checkbox"/> Spare Tire & Jack	<input type="checkbox"/> Hoist, Hoses, Slings, Power Cords
<input type="checkbox"/> Lock-out Tag Kit	<input type="checkbox"/> MSDS Book
<input type="checkbox"/> Gas Detector	<input type="checkbox"/> Vehicle Weight Certificate
<input type="checkbox"/> License Plate/Registration Exp. _____	<input type="checkbox"/> Current Insurance Card
<input type="checkbox"/> Hazardous Materials Properly Stored	<input type="checkbox"/> Unused Hazardous Materials Removed

**LIST ALL CONCERNS OR PROBLEMS YOU ARE HAVING WITH THE VEHICLE BELOW:**


**COMMENTS**


Repair Deadline _____	Repairs Made (Y/N) _____
Signature of Driver _____	
Inspector Signature _____	
Out of Service Date _____	Returned to Service _____

**B&B Gas Well Services, LLC  
Fleet Vehicle and Driver Program**

**Employee Acknowledgement Form**

I acknowledge that I have read and understand the B&B Gas Well Services, LLC's Driver and Fleet Vehicle Program (the "Program"). I agree to abide by its rules and understand that this Program (among others) is a condition of employment. I further understand that should I violate the conditions of the Program, the privilege of driving a Company vehicle could be taken away. In addition, I also realize that certain violations of the Program could result in my employment being terminated or suspended without pay.

I understand and agree to the Company's periodic review of my Motor Vehicle Record.

As a driver of a Company vehicle and/or my personal vehicle for Company business, I understand that it is my responsibility to operate the vehicle in a safe manner and to drive safely to prevent injuries and property damage.

As a driver of a Company vehicle, I understand that the Company may seek reimbursement (partial or full) if it is determined that any vehicle collision damage or loss resulted from gross negligence, willful misconduct or neglect on my part during my use of the vehicle. I consent to allowing the Company to recover the determined cost through a lump-sum payment by me or through monthly deduction from my paycheck.

I agree that if I use my personal vehicle for Company business that I will provide to the Company designee a current "Certificate of Insurance" or "Proof of Insurance", upon request. I understand that the minimum level of acceptable insurance coverage is as follows:

- \$50,000 Property Damage
- \$100,000 Auto Liability per Person
- \$300,000 Auto Liability per Occurrence
- \$1,000 Maximum Deductible

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Social Security #