

**INTERGOVERNMENTAL AGREEMENT
Oregon Motor Carrier Safety Action Plan
(MCSAP)
City of Salem**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the City of Salem, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Pursuant to ORS 825.248, the Oregon Department of Transportation (ODOT) is required to develop an annual commercial motor vehicle safety plan, referred to as the Oregon Motor Carrier Safety Action Plan (MCSAP). The goal of the MCSAP is to reduce accidents involving commercial motor vehicles (CMV) and to reduce injuries and fatalities resulting from accidents involving CMVs. On-road vehicle inspections focusing on conditions that would require the CMV or CMV operator to be taken out of service can reduce truck-at-fault crashes on Oregon highways. Because the on-road vehicle inspections would be precipitated by a valid traffic stop of the CMV, the on-road vehicle inspections may also curb unsafe driving actions of CMV operators that would be subject to a traffic citation or written warning.
3. By the authority granted in ORS 825.250(2), the Oregon Department of Transportation (ODOT) may enter into agreements with a county or city to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials when the inspections are performed by employees of the Agency or agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560.
4. Agency employs individuals who are trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560. Agency wishes to have said employees perform inspections of commercial vehicles, drivers, general cargo or hazardous materials on behalf of, and at the request of, State.
5. State wishes to enter into an agreement with Agency to facilitate increased inspection of commercial vehicles, drivers, general cargo or hazardous materials, using employees of the Agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560 in order to enhance highway safety through uniform commercial motor vehicle inspections conducted statewide.

Misc. Agreement No.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

DEFINITIONS

1. "Authorized Representative" as defined in ORS 825.250(2), means a city, agency or state employee who has been trained and certified by Oregon Department of Transportation (ODOT), as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0015, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
2. "Commercial Motor Vehicle (CMV)" means any self-propelled or towed motor vehicle used on a highway in commerce to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 10,001 pounds or more or is designed or used to transport more than 8 passengers, including the driver, for compensation or is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation or is used in transporting as hazardous material as defined by the U.S. Department of Transportation under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations found in 49 CFR, subtitle B, chapter I, subchapter C.
3. "Qualifying Safety Stop (QSS)" means a stop of a CMV that result in a truck/driver inspection report and a written traffic citation or written warning for unlawful/unsafe driving behavior.
4. "Highway" means every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

For the purpose of enforcing traffic offenses contained in the Oregon Vehicle Code, except for ORS 810.230, "highway" includes premises open to the public that are owned by a homeowners association and whose boundaries are contained within a service district established on or before July 1, 2002, under ORS 451.410 to 451.610. [1983 c.338 §51; 2007 c.561 §1]

TERMS OF AGREEMENT

1. Under such authority, State wishes to retain the services of Agency to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit A" attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$113.75 per QSS. The cumulative maximum not to exceed amount for all payments to Agency is \$5,000.00 in state funds, which may be increased by a fully executed amendment.

Misc. Agreement No.

2. The term of this Agreement shall begin on the date all required signatures are obtained, unless terminated earlier as set forth herein, upon completion of the project and final payment or June 1, 2017, whichever is sooner, unless extended by a fully executed amendment.

Agency OBLIGATIONS

1. Agency, through its Authorized Representative, shall initiate safety inspections only within the course of conducting a valid traffic stop. The safety inspection shall comply with the North American Standard Level II, Attached Exhibit C, or North American Standard Level III, Attached Exhibit D, inspections.
2. Agency shall conduct roadside inspections in a manner that provides a continuous enforcement presence in identified locations on highways throughout the term of the agreement.
3. Agency Authorized Representative shall to the greatest extent possible, record all inspections on Aspen software and electronically upload computer-driven inspections daily.
4. Agency Authorized Representative shall conduct roadside inspections at locations on state highways that are adequate to protect the safety of driver and enforcement personnel.
5. Agency shall provide copies of any truck/driver inspections and CMV operator traffic citations or written warnings issued during a QSS within agreed locations. Agency shall ensure citations and written warnings reflect unlawful/unsafe driving behavior.
6. Agency agrees that their Authorized Representative will implement inspection procedures in accordance with minimum standards contained herein.
7. Agency agrees to enforce the North American Uniform Inspection Out-of-Service Criteria as adopted into Oregon law by State under:
 - a. OAR 740-100-0090, Part I- Driver.
 - b. OAR 740-100-0070, Part II - Vehicle.
 - c. OAR 740-100-0080, Part III - Hazardous Materials.
8. Agency agrees citations and written warnings shall include at a minimum the following:
 - a. Date of QSS
 - b. Location of QSS (Hwy, Direction, and Milepost Marker)
 - c. Vehicle License Number

Misc. Agreement No.

- d. Motor Carrier Name
 - e. Motor Carrier US DOT Number
 - f. Driver Name and Driver License Number
 - g. Reason for QSS
 - h. Violation(s)
 - i. Out of Service defects (if applicable)
9. Agency shall submit monthly, an Invoice Cover Sheet see Exhibit B, attached hereto and by this reference made a part hereof, that identifies the number of QSS inspections along with corresponding citations and written warnings. Submission of all inspections, citations and written warnings for the previous month shall be submitted, to State's Project Manager for review and approval, no later than the 20th of each month. Under no conditions shall State's obligations exceed \$113.75 per QSS and the total payments made by State shall not exceed \$5,000.00. Travel expenses will not be reimbursed.
10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
12. Agency shall not enter into any subcontracts for any of the work schedules under this agreement without obtaining prior written approval from State.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the

Misc. Agreement No.

direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency/Agency.

15. Agency's Project Manager for this Project is: Sgt. Jonathan Hardy, 555 Liberty St SE Rm. 130, Salem, OR 97301, 503-932-4635 JHardy@cityofsalem.net. , or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written warnings a maximum amount of \$113.75 per QSS. Total amount will not exceed a maximum amount of \$5,000.00 without a fully executed amendment to this Agreement.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is: Doug Hedlund, Safety Compliance Program Manager, 3930 Fairview Industrial Dr. SE Salem OR 503.373.7184, William.D.Heduland@odot.state.or.us or assigned designee, upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency/, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency/ fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

Misc. Agreement No.

- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would

Misc. Agreement No.

have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

Misc. Agreement No.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City of Salem, by and through its elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Counsel

Date _____

Agency Contact:

Sgt. Jonathan Hardy
555 Liberty St SE Rm. 130
Salem, OR 97301, 503-932-4635
JHardy@cityofsalem.net:

STATE Contact:

Doug Hedlund, ODOT
Safety Compliance Mgr.
3930 Fairview Industrial Dr. SE MS #2
Salem Or 97302
503-373-7184
William.D.Hedlund@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Transportation Safety Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____
David McKane, Manager Motor Carrier
Safety Program
Date _____

By _____
Doug Hedlund, Safety Manager Safety
Compliance

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
Assistant Attorney General (If Over
\$150,000)

Date: _____

Misc. Agreement No.

EXHIBIT A
Agency PATROL Locations

The City/County and the Department of Transportation agree that inspections conducted on State, County and Municipal highways within the official limits of the City/County qualify for CMV QSSs.

Inspections conducted at other locations may qualify for CMV QSSs, if prior approval from ODOT is received.

Misc. Agreement No.

EXHIBIT B
Invoice Cover Sheet

Agreement # Oregon Motor Carrier Safety Action Plan

Agency Name:	City of Salem
Address:	555 Liberty St SE Rm. 130,
City:	Salem,
State/Zip:	OR 97301,
Contact Name:	Sgt. Jonathan Hardy,
Telephone Number:	503-932-4635.

Month Stops were made: _____

Number of CMV QSS that qualified for payment:	Rate	Amount
	\$113.75	

Exhibit C

NORTH AMERICAN STANDARD LEVEL II INSPECTION PROCEDURE

STEP 1 CHOOSE THE INSPECTION SITE

Select a safe location, preferably a paved, level surface away from traffic and able to support the weight of the vehicle. Avoid hills, curves, soft shoulders and constructions sites. You must be visible to oncoming traffic.

Select a site where a vehicle can safely be placed out-of-service, if possible.

STEP 2 APPROACH THE VEHICLE

Select vehicle(s) for inspection and direct it/them to the designated inspection area. The vehicle(s) should be parked on a hard, level surface in a straight line.

Observe any condition that may pose a danger to the inspector.

STEP 3 GREET AND PREPARE THE DRIVER

Make initial contact with the driver and identify yourself.

Ensure that the driver is capable of communicating sufficiently to understand and respond to official inquiries and directions.

Observe the driver's overall condition for illness, fatigue or signs of impairment.

Place chock blocks in position, one in front and one behind the drive axle tires or between the axles.

Ask the driver to turn off the engine, allowing a cool down period for turbocharged engines.

Explain the inspection procedure.

Check for seat belt usage and condition.

Check the cab for possible illegal presence of alcohol, drugs, weapons or other contraband.

STEP 4 INTERVIEW DRIVER

Engage the driver in a conversation about their trip and load. For example; where they started; where they are heading; how long have

they been traveling; where they last stopped; where they last fueled; if they have been inspected on this trip and any problems they may have encountered along the way.

Inquire about co-driver/passengers.

STEP 5 COLLECT THE DRIVER'S DOCUMENTS

Collect the following documents: i.e. driver's license; vehicle registration(s); medical examiner's certificate and Skill Performance Evaluation (SPE) Certificate (if applicable); record of duty status; driver's daily vehicle inspection report (if applicable); documentation of periodic inspection(s); operating authority (if applicable); Unified Carrier Registration (UCR) (if applicable); shipping papers and/or bills of lading and receipts or other documents that may be pertinent to the trip or used to verify the driver's record of duty status (log book).

STEP 6 CHECK FOR PRESENCE OF HAZARDOUS MATERIALS / TRANSPORTATION OF DANGEROUS GOODS

SHIPPING PAPER/BILLS OF LADING

Check for appropriate listing of Hazardous Materials (HM) / Transportation of Dangerous Goods (TDG).

Shipping papers must be within the driver's immediate reach when restrained by the lap belt and visible to a person entering the vehicle or in a holder mounted on the inside of the driver's door.

PLACARDS

Check for presence of placards (if applicable), but use caution even if no placards are displayed.

LEAKS, SPILLS AND UNSECURED CARGO

When HM/TDG are present, take necessary precautions with leaks, spills or unsecured cargo.

MARKINGS

Check for appropriate markings on Cargo Tanks and Portable Tanks. Cargo Tanks and Portable Tanks shall display markings on an Orange Panel or Placard. They indicate the ID number of the HM/TDG. There are exceptions to this rule.

LABELS

When HM/TDG packages are visible, check for appropriate labels (if required).

NOTE: Refer to *Inspection Bulletin 2015-07 – How to Properly Identify Shipper Violations*.

STEP 7 IDENTIFY THE CARRIER

Proper identification of the carrier performing the transportation is essential.

NOTE: DO NOT rely on the carrier name on the door or a single document to determine the carrier's identity. Consider the vehicle registration; US DOT Number; unique identification number; shipping papers; operating authority (if applicable); Unified Carrier Registration (UCR) (if applicable); lease agreement; single state/provincial insurance registration; cab card; driver's record of duty status (log book); fuel permits; and driver interview.

NOTE: Refer to *Inspection Bulletin 2012-06 – Intermodal Equipment Provider Marking Options*.

STEP 8 EXAMINE DRIVER'S LICENSE

Check expiration date to ensure driver's license is current.

Check birth date to ensure driver is qualified.

Check class, endorsements and restrictions.

Check status of license through usual channels.

Check for multiple licenses.

STEP 9 CHECK MEDICAL EXAMINER'S CERTIFICATE AND SKILL PERFORMANCE EVALUATION (SPE) CERTIFICATE (If Applicable)

Check dates to ensure documents are current and not fraudulent.

Check requirements for corrective lenses and/or hearing aids and if needed, be sure the driver is wearing them.

Check medical certificate for completeness. (In Canada/Mexico proper class license indicates adequate medical.)

Check Skill Performance Evaluation (SPE) Certificate for signature of issuing authority and completeness; such as a clear description of driver's physical limitations (if applicable).

NOTE: Refer to *Inspection Bulletin 2015-04 – Enforcement of Medical Examiner's Certificate Integration with the CDL*.

STEP 10 CHECK RECORD OF DUTY STATUS

If driver claims to be an exempt driver, check that the driver meets all criteria required for said exemption(s).

Note the time and date of last entry. If driver's record of duty status is not current, ask driver to bring it up to date.

Check for violations of the "Day" rule (Canada).

Check for violations of the Driving Rules. Is the driver in violation at the time of inspection? (Appropriate hours for applicable jurisdiction.)

Check for violations of the "On-Duty" and "Workshift" rules. Is the driver in violation at the time of inspection? (Appropriate hours for applicable jurisdiction.)

Check for violations of the cycle rules. Is the driver in violation at the time of inspection? Look for appropriate restart. (Appropriate hours for applicable jurisdiction.)

Examine shipping papers and compare dates, time and locations with the driver's record of duty status (log book).

Examine fuel receipts and compare dates, times and locations with the driver's record of duty status (log book).

Examine any other documents that can be compared with the driver's record of duty status (log book); such as toll receipts, scale tickets, port of entry documentation, traffic citations and/or inspection reports, etc.

Check distance traveled against driving time. Average miles/kilometers per hour must be realistic.

Sample mileage between locations identified on the driver's record of duty status (log book).

Question the driver about any discrepancies. Determine if the driver's record of duty status (log book) is accurate.

Check the driver's record of duty status (log book) for form and manner and required entries.

Check that the driver's record of duty status (log book) is legible and in driver's own handwriting. If the driver is utilizing an electronic onboard recording device, is the instruction sheet and a supply of blank log grids onboard the vehicle.

Full 24 hours recorded and each day dated appropriately.

Vehicle unit number or state/provincial license number for each vehicle driven in each 24 hours period.

Name(s) of the motor carrier(s) and address(es) must be recorded.

Driver's signature on each record to certify that entries are correct.

Check the co-driver's record of duty status, preferably without interrupting the co-driver's sleeper or off duty status.

NOTE: Refer to *Inspection Bulletin 2012-05 – Automatic On-Board Recording Devices (AOBRDs) Hand-Held*.

STEP 11 REVIEW DRIVER'S DAILY VEHICLE INSPECTION REPORT (If Applicable)

Review the required vehicle inspection report to verify that an inspection has been completed.

Check for driver signature on daily inspection reports.

STEP 12 REVIEW PERIODIC INSPECTION REPORT(S)

Ensure the vehicle(s) have passed a required periodic inspection(s) and has the required documentation and/or decal(s).

STEP 13 PREPARE DRIVER FOR VEHICLE INSPECTION

Explain the vehicle inspection procedure to the driver.

Explain to the driver that you will start the front and proceed counter clockwise down the left side of the vehicle on the driver's side, facing traffic, proceeding completely around and up the other side.

Instruct the driver to remain at the controls.

Advise the driver in the use of hand signals (i.e. lamps and brakes).

Advise the driver that chock blocks have been placed at the drive axle.

Instruct the driver to prepare the vehicle as follows:

Place the vehicle transmission out of gear and release all brakes.

Confirm that the air system pressure is between 90 – 100 psi before continuing with the inspection.

Engine must be off; key must be in the "on" position to inspect the proper operation of the lights (i.e. tail, stop, ABS lamp, etc.) and release all brakes.

Explain that it will be necessary to turn the key "off" and "on" to inspect the operation of the ABS malfunction lamp on the trailer (if applicable).

Inspect driver visual and audio controls (i.e. air pressure gauge, horn, speedometer, odometer, signal lamp/hazard indicators, and high beam indicator).

STEP 14 INSPECT FRONT OF TRACTOR

ALL REQUIRED LAMPS

Check for proper color, operation, mounting, and visibility.

WINDSHIELD WIPERS AND WASHERS

Check for proper operation. Two wipers are required, unless one can clean the driver's field of view.

WINDSHIELD CONDITION

Inspect the windshield for damage (i.e. intersecting cracks and vision reducing materials).

STEP 15 INSPECT LEFT FRONT SIDE OF TRACTOR

FRONT WHEEL, RIM AND HUB

Check for cracks, unseated locking rings, broken or missing lugs, studs or clamps. Bent or cracked rims.

Check for loose or damaged lug nuts and elongated stud holes.

Check spoke wheels for cracks across spokes and in the web area or slippage in the clamp areas.

Check the hub for lubricant leaks or missing caps or plugs.

FRONT TIRE

Check tire and valve stem for leaks.

Check for proper inflation, cuts, and bulges.

Check for regrooved tires on steering axle.

Check tread wear and measure major tread groove depth.

Inspect sidewall for defects and improper repairs.

Check for exposed fabric or cord.

Check for tire contact with any part of the vehicle.

Check for markings on the tire that would exclude its use on a steering axle.

STEP 16 INSPECT LEFT SADDLE TANK AREA

FUEL TANK(S)

Check for loose mounting, leaks or other damage.

Check for loose or missing cap(s).

Check ground below tank(s) for signs of leaking fuel.

EXHAUST SYSTEM

Check for unsecured mounting, leaks (under the cab), exhaust contacted by fuel or air lines or electrical wire.

Check for excessive carbon deposits around seams and clamps.

NOTE: Refer to *Inspection Bulletin 2010-02 – Inspection of Vehicles Equipped with 2007 & 2010 EPA Certified Engines.*

STEP 17 INSPECT TRAILER FRONT

AIR AND ELECTRICAL LINES

Check that lines between tractor and trailer are not chafing against any part of the vehicle.

Check that lines have sufficient slack to allow the vehicle to turn.

Inspect line connections for proper seating.

Check that lines are not crimped or improperly spliced/repaired.

Listen for audible air leaks.

DRIVELINE/DRIVESHAFT

Inspect all visual components (i.e., universal joints, slip joint, etc.) of the driveline/driveshaft.

NOTE: Refer to *Inspection Bulletin 2014-01 – Driveline/Driveshaft Inspections.*

STEP 18 INSPECT LEFT REAR TRACTOR AREA

WHEELS, RIMS, HUBS AND TIRES

Inspect as described in Step 15.

CAUTION: NEVER PLACE YOURSELF BETWEEN TIRES OF TANDEM AXLES.

Check inside tire of duals for inflation and general condition.

Without placing yourself between the tires on tandem axles, check for debris between the tires.

Check for tires touching one another or any part of the vehicle.

LOWER FIFTH WHEEL

Check for unsecured mounting to the frame or any missing or damaged parts.

Check for any visible space between the upper and lower fifth wheel plates.

Verify that the locking jaws are around the shank and not the head of the kingpin.

Verify that the release lever is seated properly and that the safety latch is engaged.

UPPER FIFTH WHEEL

Check for any damage to the weight bearing plate (and its supports) such as cracks, loose or missing bolts on the trailer.

SLIDING FIFTH WHEEL

Check for proper engagement of locking mechanism (teeth fully engaged on rail). Check for worn or missing parts, ensure that the position does not allow the tractor frame rails to contact the landing gear during turns.

Check for damaged or missing fore and aft stops.

LAMPS

Check all required lamps for proper color and operation.

STEP 19 INSPECT LEFT SIDE OF TRAILER

FRAME AND BODY

Check for corrosion fatigue, cross member(s) cracked, loose or missing, cracks in frame, missing or defective body parts.

CONDITION OF HOSES

Check suspension of air hoses of vehicle with sliding tandems.

VAN AND OPEN-TOP TRAILER BODIES

Upper rail – Check roof bows and side posts for buckling, cracks ineffective fasteners.

Lower rail – Check for breaks accompanied by sagging floor, rail or cross members; or broken with loose or missing fasteners at side post adjacent to the crack.

Floor cross members – Check for breaks, detached from and sagging below the lower rail; broken floor with protruding freight. Refer to the *North American Standard Out-of-Service Criteria*.

CARGO SECUREMENT

Where load is visible, check for proper blocking and bracing. It may be necessary to examine inside of trailer to assure that large objects are properly secured.

Check cargo securement devices for proper number, size, and condition. Check tie-down anchor points for deformation and cracking.

STEP 20 INSPECT LEFT REAR TRAILER WHEELS

WHEELS, RIMS, HUBS AND TIRES

Inspect as described in Step 18.

SLIDING TANDEM

Check for misalignment and position. Look for damaged, worn or missing parts (e.g., elongated holes, cracked rails, and missing slider guards). Check locking mechanism; teeth of locking mechanism must fully mesh with those of rail secured to frame. Make sure that the handle is in the locked position and secured.

Inspect the attachment welds between the trailer and the subframe and the rail for cracks.

STEP 21 INSPECT REAR OF TRAILER

TAIL, STOP, TURN SIGNALS, ALL OTHER REQUIRED LIGHTS AND LAMPS / FLAGS ON PROJECTING LOADS

Check for proper color and operation. This will require the use of hand signals explained to the driver earlier.

ABS MALFUNCTION LAMP

Confirm proper operation of the trailer ABS malfunction lamp (when applicable) at Step 28.

NOTE: The driver will be required to turn the key "off" and "on" while the inspector is at the left rear trailer area to check for proper operation of the ABS malfunction lamp. To ensure proper communication, the driver will need to be given instructions before you leave the cab area at Step 13.

NOTE: Refer to *Inspection Bulletin 2013-02 – Antilock Brake System (ABS) Inspections*.

CARGO SECUREMENT

Inspect as described in Step 19.

Check tail board security. Verify that end gates are secured in stake pockets.

Check both sides of the trailer to ensure cargo is protected from shifting or falling.

Verify that rear doors are securely closed.

NOTE: Refer to *Inspection Bulletin 2011-03 – Securement of an Intermodal Container on an Intermodal Chassis*.

STEP 22 INSPECT DOUBLE, TRIPLE AND FULL TRAILERS

If a second and/or third trailer are attached, repeat all applicable inspection items in previous steps for wheels, tires, frame, suspension, brakes, coupling devices, draw bars, required lights, van trailers and cargo securement. It may be necessary to start and stop engine.

SAFETY DEVICES-FULL TRAILERS/CONVERTER DOLLY(S)

Check the safety devices (chains/wire rope) for sufficient number, missing components, improper repairs, and devices that are incapable of secure attachment.

STEP 23 INSPECT RIGHT REAR TRAILER WHEELS

WHEELS, RIMS, HUBS AND TIRES

Inspect as described in Step 18.

SLIDING TANDEM

Inspect as described in Step 20.

STEP 24 INSPECT RIGHT SIDE OF TRAILER

FRAME AND BODY

Inspect as described in Step 19.

VAN AND OPEN-TOP TRAILER BODIES

Inspect as described in Step 19.

CARGO SECUREMENT

Inspect as described in Step 19.

SPARE TIRE(S)

Check for unsecured mounting.

STEP 25 INSPECT RIGHT REAR TRACTOR AREA

WHEELS, RIMS, HUBS AND TIRES

Inspect as described in Step 18.

UPPER, LOWER, SLIDING FIFTH WHEELS

Inspect as described in Step 18.

STEP 26 INSPECT RIGHT SADDLE TANK AREA

FUEL TANK(S)

Inspect as described in Step 16.

EXHAUST SYSTEM

Inspect as described in Step 16.

STEP 27 INSPECT RIGHT FRONT SIDE OF TRACTOR

WHEELS, RIMS, HUBS AND TIRES

Inspect as described in Step 15.

STEP 28 INSPECT REQUIRED BRAKE SYSTEM WARNING DEVICES

ABS MALFUNCTION LAMP(S)

Ask the driver to turn the key to the "on" position.

Observe the dash panel area when the key is turned on for the function test of the ABS malfunction lamp(s) (when applicable).

NOTE: The trailer ABS malfunction lamp(s) may also be checked during this step utilizing the procedure above if not inspected in Step 21 (if applicable).

NOTE: Refer to *Inspection Bulletin 2013-02 – Antilock Brake System (ABS) Inspections*.

LOW AIR PRESSURE WARNING DEVICE

Instruct the driver to deplete the air supply until the low air pressure warning device activates.

Observe the gauges on the dash. The low air pressure warning must activate at a minimum of half the compressor cutout pressure, i.e. normally 55 psi or above.

BRAKE PEDAL

Inspect brake pedal.

NOTE: Refer to *Inspection Bulletin 2012-02 – Brake Pedal (Valve & Treadle Assembly) Inspections*.

STEP 29 TEST AIR LOSS RATE

If you detected an air leak at any point in the inspection, you should now check the vehicle's air loss rate.

Have the driver run the engine at idle, ensure brakes have been released.

Observe the air reservoir pressure gauge on the dash. Have the driver put the pressure at 80 psi (at about 80 psi, most compressors should be operating). With the engine idling and the air pressure between 80 – 90 psi, instruct the driver to make a full brake application.

Check the air pressure gauge after initial application and after the service brake is fully released. Air pressure should be maintained or increased. A drop in pressure indicates a serious air leak in the brake system.

STEP 30 CHECK STEERING WHEEL LASH

Turn the steering wheel in one direction until the tires just begin to pivot.

Place a mark on the steering wheel at a fixed reference point. Turn the wheel in the other direction until the tires again start to move, mark the steering wheel at the same fixed reference point.

Measure the distance between the two points. The amount of allowable lash varies with the diameter of the steering wheel.

Refer to the chart in the *North American Standard Out-of-Service Criteria*.

STEP 31 COMPLETE THE INSPECTION

DOCUMENTATION

Fill out the inspection form, documenting all of the violations.

Refer to the *North American Standard Out-of-Service Criteria* to determine when the driver may drive again.

CONCLUDE WITH THE DRIVER

Explain any violations found to the driver and return their documents.

Take appropriate enforcement and out-of-service action.

Instruct the driver on the disposition of the report and the corrective action(s) of any defect(s).

OUT-OF-SERVICE PROCEDURE

Follow the appropriate procedures when placing a driver or vehicle out-of-service.

Verify that out-of-service violations have been corrected, when possible.

Apply a vehicle out-of-service sticker to the vehicle and emphasize to the driver that the vehicle cannot be operated until all the out-of-service violations have been corrected.

Advise the driver when they may drive again.

RE-INSPECTION

In general, vehicles displaying a valid CVSA decal are not subject to re-inspection. However, if an obvious defect is noticed on a vehicle with a current CVSA decal, nothing prevents a party from re-inspecting that vehicle.

Should re-inspection of a vehicle displaying a valid CVSA decal disclose vehicle maintenance inconsistent with the minimum inspection criteria, the CVSA decal must be removed. However, if the defects found are repaired at the scene, the CVSA decal does not have to be removed.

RETURN TO SERVICE

If this inspection is being conducted on the shoulder of the roadway, allow the vehicle to pull out into traffic ahead of you. This way, the emergency lights on your vehicle can assist in the driver's safe return to the highway.

Exhibit D

NORTH AMERICAN STANDARD LEVEL III INSPECTION PROCEDURE

STEP 1 CHOOSE THE INSPECTION SITE

Select a safe location, preferably a paved, level surface away from traffic and able to support the weight of the vehicle. Avoid hills, curves, soft shoulders and constructions sites. You must be visible to oncoming traffic.

Select a site where a vehicle can safely be placed out-of-service, if possible.

STEP 2 APPROACH THE VEHICLE

Select vehicle(s) for inspection and direct it/them to the designated inspection area. The vehicle(s) should be parked on a hard, level surface in a straight line.

Observe any condition that may pose a danger to the inspector.

STEP 3 GREET AND PREPARE THE DRIVER

Make initial contact with the driver and identify yourself.

Ensure that the driver is capable of communicating sufficiently to understand and respond to official inquiries and directions.

Observe the driver's overall condition for illness, fatigue or signs of impairment.

Ask the driver to engage the parking brakes of the vehicle(s), and tell the driver to gently rock the tractor back and forth.

If the parking brake does not hold, place chock blocks in position beginning on the driver's side, one in front and one behind the drive axle tires or between the axles.

Ask the driver to turn off the engine, allowing a cool down period for turbocharged engines.

Explain the inspection procedure. Check

for seat belt usage and condition.

Check the cab for possible illegal presence of alcohol, drugs, weapons or other contraband.

STEP 4 INTERVIEW DRIVER

Engage the driver in a conversation about their trip and load. For example; where they started; where they are heading; how long have they been traveling; where they last stopped; where they last fueled; if they have been inspected on this trip and any problems they may have encountered along the way.

Inquire about co-driver/passengers.

STEP 5 COLLECT THE DRIVER'S DOCUMENTS

Collect the following documents: i.e. driver's license; vehicle registration(s); medical examiner's certificate and Skill Performance Evaluation (SPE) Certificate (if applicable); record of duty status; driver's daily vehicle inspection report (if applicable); documentation of periodic inspection(s); operating authority (if applicable); Unified Carrier Registration (UCR) (if applicable); shipping papers and/or bills of lading and receipts or other documents that may be pertinent to the trip or used to verify the driver's record of duty status (log book).

STEP 6 CHECK FOR PRESENCE OF HAZARDOUS MATERIALS / TRANSPORTATION OF DANGEROUS GOODS

SHIPPING PAPER/BILLS OF LADING

Check for appropriate listing of Hazardous Materials (HM) / Transportation of Dangerous Goods (TDG).

Shipping papers must be within the driver's immediate reach when restrained by the lap belt and visible to a person entering the vehicle or in a holder mounted on the inside of the driver's door.

PLACARDS

Check for presence of placards (if applicable), but use caution even if no placards are displayed.

LEAKS, SPILLS AND UNSECURED CARGO

When HM/TDG are present, take necessary precautions with leaks, spills or unsecured cargo.

MARKINGS

Check for appropriate markings on Cargo Tanks and Portable Tanks. Cargo Tanks and Portable Tanks shall display markings on an Orange Panel or Placard. They indicate the ID number of the HM/TDG. There are exceptions to this rule.

LABELS

When HM/TDG packages are visible, check for appropriate labels (if required).

NOTE: Refer to *Inspection Bulletin 2015-07 – How to Properly Identify Shipper Violations*.

STEP 7 IDENTIFY THE CARRIER

Proper identification of the carrier performing the transportation is essential.

NOTE: DO NOT rely on the carrier name on the door or a single document to determine the carrier's identity. Consider the vehicle registration; US DOT Number; unique identification number; shipping papers; operating authority (if applicable); Unified Carrier Registration (UCR) (if applicable); lease agreement; single state/provincial insurance registration; cab card; driver's record of duty status (log book); fuel permits; and driver interview.

NOTE: Refer to *Inspection Bulletin 2012-06 – Intermodal Equipment Provider Marking Options*.

STEP 8 EXAMINE DRIVER'S LICENSE

Check expiration date to ensure driver's license is current.

Check birth date to ensure driver is qualified.

Check class, endorsements and restrictions.

Check status of license through usual channels.

Check for multiple licenses.

STEP 9 CHECK MEDICAL EXAMINER'S CERTIFICATE AND SKILL PERFORMANCE EVALUATION (SPE) CERTIFICATE (If Applicable)

Check dates to ensure documents are current and not fraudulent.

Check requirements for corrective lenses and/or hearing aids and if needed, be sure the driver is wearing them.

Check medical certificate for completeness. (In Canada/Mexico proper class license indicates adequate medical.)

Check Skill Performance Evaluation (SPE) Certificate for signature of issuing authority and completeness; such as a clear description of driver's physical limitations (if applicable).

NOTE: Refer to *Inspection Bulletin 2015-04 – Enforcement of Medical Examiner's Certificate Integration with the CDL*.

STEP 10 CHECK RECORD OF DUTY STATUS

If driver claims to be an exempt driver, check that the driver meets all criteria required for said exemption(s).

Note the time and date of last entry. If driver's record of duty status is not current, ask driver to bring it up to date.

Check for violations of the "Day" rule (Canada).

Check for violations of the Driving Rules. Is the driver in violation at the time of inspection? (Appropriate hours for applicable jurisdiction.)

Check for violations of the "On-Duty" and "Workshift" rules. Is the driver in violation at the time of inspection? (Appropriate hours for applicable jurisdiction.)

Check for violations of the cycle rules. Is the driver in violation at the time of inspection? Look for appropriate restart. (Appropriate hours for applicable jurisdiction.)

Examine shipping papers and compare dates, time and locations with the driver's record of duty status (log book).

Examine fuel receipts and compare dates, times and locations with the driver's record of duty status (log book).

Examine any other documents that can be compared with the driver's record of duty status (log book); such as toll receipts, scale tickets, port of entry documentation, traffic citations and/or inspection reports, etc.

Check distance traveled against driving time. Average miles/kilometers per hour must be realistic.

Sample mileage between locations identified on the driver's record of duty status (log book).

Question the driver about any discrepancies. Determine if the driver's record of duty status (log book) is accurate.

Check the driver's record of duty status (log book) for form and manner and required entries.

Check that the driver's record of duty status (log book) is legible and in driver's own handwriting. If the driver is utilizing an electronic onboard recording device, is the instruction sheet and a supply of blank log grids onboard the vehicle.

Full 24 hours recorded and each day dated appropriately.

Vehicle unit number or state/provincial license number for each vehicle driven in each 24 hours period.

Name(s) of the motor carrier(s) and address(es) must be recorded. Driver's signature on each record to certify that entries are correct.

Check the co-driver's record of duty status, preferably without interrupting the co-driver's sleeper or off duty status.

NOTE: Refer to *Inspection Bulletin 2012-05 – Automatic On-Board Recording Devices (AOBRDs) Hand-Held*.

STEP 11 REVIEW DRIVER'S DAILY VEHICLE INSPECTION REPORT (If Applicable)

Review the required vehicle inspection report to verify that an inspection has been completed.

Check for driver signature on daily inspection reports.

STEP 12 REVIEW PERIODIC INSPECTION REPORT(S)

Ensure the vehicle(s) have passed a required periodic inspection(s) and has the required documentation and/or decal(s).

STEP 13 COMPLETE THE INSPECTION

DOCUMENTATION

Fill out the inspection form, documenting all of the violations.

Refer to the *North American Standard Out-of-Service Criteria* to determine when the driver may drive again.

CONCLUDE WITH THE DRIVER

Explain any violations found to the driver and return their documents.

Take appropriate enforcement and out-of-service action.

Instruct the driver on the disposition of the report and the corrective action(s) of any defect(s).

OUT-OF-SERVICE PROCEDURE

Follow the appropriate procedures when placing a driver out-of-service.

Verify that out-of-service violations have been corrected, when possible.

Emphasize to the driver that the vehicle cannot be operated until all the out-of-service violations have been corrected.

Advise the driver when they may drive again.

RETURN TO SERVICE

If this inspection is being conducted on the shoulder of the roadway, allow the vehicle to pull out into traffic ahead of you. This way, the emergency lights on your vehicle can assist in the driver's safe return to the highway.