





## IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT PROVISIONS

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this Agreement/Contract, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, and Contracting Officers. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the resource order number upon arrival and check in at the incident. The Incident Commander, or designee, is authorized to administer the technical aspects of this Agreement/Contract. Equipment furnished under this Agreement/Contract may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include, but is not limited to, unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this Agreement/Contract, the Contractor agrees that what is considered wear and tear under this Agreement/Contract is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

**CLAUSE 1. Condition of Equipment:** All equipment furnished under this Agreement/Contract shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the Point of Hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

**CLAUSE 2. Time Under Hire:** The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the Point of Hire after being released, except as provided in Clause 7 of these General Clauses.

**CLAUSE 3. Operating Supplies:** As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 4. Repairs:** Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 5. Timekeeping:** Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest half hour worked for daily/hourly rate, or whole mile for mileage.

### **CLAUSE 6. Payments**

a. Rates of Payments - Rates for equipment hired with Contractor-Furnished Operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates (Column 12)** (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

**ON-SHIFT:** Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates (Column 13)** shall apply when specified.

3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in Column 14. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in Column 14. The guarantee is not applicable to equipment hired under the daily rate. Equipment under transport is time under hire and compensated through the guarantee. If equipment is transported under its own power, it is compensated under the work rate.

4. **Daily Rate (Column 12)** - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the daily rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

#### **(a) Shift Basis (Portion of Calendar Day)**

- 1) **Single Shift** - (SS) is staffed with one operator or one crew.
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
- 3) Agency personnel at the Section Chief level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

(b) Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for:

- 1) Actual units ordered and performed under work or daily, shift basis and/or special rates, or
- 2) The guarantee earned, whichever is the greater amount.

### **CLAUSE 7. Exceptions**

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor-Furnished Operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan (IAP). If the equipment was not operational for the full

shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became nonoperational.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the Point of Hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s), that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor, or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the Point of Hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the Contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.

**CLAUSE 8. Subsistence:** When Government subsistence incident camps are available, meals and bedding for Contractor's will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

**CLAUSE 9. Loss, Damage, or Destruction:**

a. For equipment furnished under this Agreement/Contract **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or Contractor's employees.

b. For equipment furnished under this Agreement/Contract **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**CLAUSE 10. Contractor's Responsibility for Property and Personal Damages:** Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or designee or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

## Insurance Requirements:

### Dozers, Excavators, Feller/Buncher, Skidders, Heavy Equipment, Transport Vehicles/Lowboys

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a copy of Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s)/policies or other evidence of full compliance with these insurance requirements or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

a. Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

b. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

c. Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.
3. The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

**All Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV)**

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

a. General Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$500,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.
3. The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

**Fully Operated Transportation, Privately-owned Vehicles (Automobiles, Pick-ups, -2x4 and 4x4, Sport Utility Vehicles, Trucks (stakeside/stock)**

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

a. Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$500,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

b. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

c. Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.

The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs

**CLAUSE 11. Deductions:** Unless specifically stated elsewhere in this Agreement/Contract the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

**CLAUSE 12. Personal Protective Clothing and Equipment:** The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this Agreement/Contract:

1. Clothing: Boots, minimum 8 inches high, lace-type leather work boot with Vibram-type soles (boots are provided by the Contractor); hard hat with chin strap; fire resistant long sleeve shirt and trousers, or fire resistant jumpsuit; leather or leather/flame resistant combination gloves; goggles/safety glasses; and ear plugs/hearing protection. When using a chainsaw, saw chaps will be required for leg protection.

2. Equipment: fire shelter; headlamp; individual first-aid kit;

3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government-furnished protective clothing and equipment not returned by the Contractor.

**CLAUSE 13. Commercial Motor Vehicles:** All commercial motor vehicles must meet Department of Transportation (DOT) requirements. The regulations can be found at the following website: [www.fmcsa.dot.gov](http://www.fmcsa.dot.gov).

**CLAUSE 14. Claims Settlement Authority:** Claims against the state of Idaho for incidents under IDL jurisdiction, will be submitted in accordance with the IDL Incident Business Operating Guide.

**CLAUSE 15. Changes:** Changes to this Agreement/Contract, may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new Agreement/Contract shall be executed at the incident and shall be applicable only for the duration of that incident. The Agreement/Contract will include name and location of the incident.

**CLAUSE 16. Firearm – Weapon Prohibition:** The possession of firearms, or other dangerous weapons, are prohibited at all times while on government property and during performance of services, under this Agreement/Contract. The term dangerous weapon does not include a pocket knife with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman.

**CLAUSE 17. Work/Rest and Length of Assignment:** The Contractor is required to follow the work/rest guidelines as established by the NWCG. Refer to website for the guidelines: [www.nwcg.gov](http://www.nwcg.gov).

**CLAUSE 18. Harassment Free Workplace:** The contracting agency will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The contracting agencies strive for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as Contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, Contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

Transport / Trailer

**VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST**

1. INCIDENT NAME / NUMBER \_\_\_\_\_ 2. ORDER / REQUEST NUMBER \_\_\_\_\_

3. OWNER / VENDOR  
*L. J. Allen excavating Inc*

4. AGREEMENT, PO, CONTRACT NO. \_\_\_\_\_ 5. EXPIRES \_\_\_\_\_

6. MAKE *Trail Max* 7. MODEL, TYPE *TRD 54D*

8. SERIAL NO. / VIN *5UCPT3736FA00214* 9. LICENSE NO. *4532 TE*

**10. PRE-USE INSPECTION**  REJECTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print \_\_\_\_\_

ACCEPTED

MILES / HRS *25000* DATE *2/27* TIME *1200*

Vendor Signature *Sam's All* Title *OWNER*

Inspector Name *Alfred Allman* Title *first worker*  
Print \_\_\_\_\_

Section I - Tractor, Motor Grader	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *				
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working; oil, temperature, etc. *				
6. Steering clutches: must have 3-4" free travel *				
7. Brakes: must hold at half travel. *				
8. Muffler and spark arrester: approved type unless turboed *				
9. Fuel system: must be free of drips and leaks *				
10. Cooling system: must be free of leaks *				
11. Fan and fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grousers height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				

Section IV - Truck, Bus, Van, Pickup	Pre-use		Release	
	Yes	No	Yes	No
1. DOT inspection in the last 12 months: when required *	<input checked="" type="checkbox"/>		NA	NA
2. Gauges and lights *	<input checked="" type="checkbox"/>			
3. Seat belts *	<input checked="" type="checkbox"/>			
4. Glass and mirrors *	<input checked="" type="checkbox"/>			
5. Wipers and horn *	<input checked="" type="checkbox"/>			
6. Clutch pedal: proper adjustment	<input checked="" type="checkbox"/>			
7. Cooling system: check radiator and hoses	<input checked="" type="checkbox"/>			
8. Oil level and condition: full and clean	<input checked="" type="checkbox"/>			
9. Battery: check for corrosion, loose terminals, hold downs	<input checked="" type="checkbox"/>			
10. Fuel system *	<input checked="" type="checkbox"/>			
11. Electrical system: generator and starter working	<input checked="" type="checkbox"/>			
12. Engine running: check for knocks and leaks	<input checked="" type="checkbox"/>			
13. Transmission: check for leaks	<input checked="" type="checkbox"/>			
14. Steering *	<input checked="" type="checkbox"/>			
15. Brakes *	<input checked="" type="checkbox"/>			
16. 4-Wheel drive: check gear boxes, leaks	<input checked="" type="checkbox"/>			
17. Drive line U-joints: check for looseness	<input checked="" type="checkbox"/>			
18. Springs and shocks *	<input checked="" type="checkbox"/>			
19. Differential: check for leaks	<input checked="" type="checkbox"/>			
20. Exhaust system *	<input checked="" type="checkbox"/>			
21. Frame *	<input checked="" type="checkbox"/>			
22. Tire and wheels (List failed position/depth in remarks) *	<input checked="" type="checkbox"/>			
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23	<input checked="" type="checkbox"/>			
24. Emergency equipment required. <input checked="" type="checkbox"/> Fire Extinguisher <input checked="" type="checkbox"/> Spare Fuses <input checked="" type="checkbox"/> Reflectors *	<input checked="" type="checkbox"/>			
25. Operator(s) properly licensed. *	<input checked="" type="checkbox"/>			

**Section II - Remarks** (Describe all unsatisfactory items and identify by line number.)

*Western Star AW49548 - Transport*

*Vin# 5KKHAEAB25PU55288*

State *ID* License No. *WA189487K* Class *A*

Endorsements *N* Med.Cert. Expire Date *2/20/2020*

*Western Star TRD 54D, 54,000 lbs, T 2005*

Section III - Power Saw, Pump	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

**11. RELEASE INSPECTION**

NO DAMAGE / NO CLAIM  
Not applicable to buses, inspection required.

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Title \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print \_\_\_\_\_



Dozer

# VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

10. PRE-USE INSPECTION  REJECTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

ACCEPTED

MILES / HRS 2589 DATE 2/27 TIME 1130

Vendor Signature, Jerry Jalle Title Owner

Inspector Name Alfred Allman Title fire warden  
Print

1. INCIDENT NAME / NUMBER 2. ORDER / REQUEST NUMBER

3. OWNER / VENDOR

L.J. Allen excavating inc

4. AGREEMENT, PO, CONTRACT NO. 5. EXPIRES

6. MAKE John Deere 7. MODEL, TYPE 450G John Deere

# 1990 ish

8. SERIAL NO. / VIN

T0450GF821178

9. LICENSE NO.

N/A

## Section I - Tractor, Motor Grader

Pre-use Release  
Yes No Yes No

1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *	✓			
2. Lights: mounted and working while operating	✓			
3. Battery: check for corrosion, loose terminal, hold downs	✓			
4. Engine running: check oil pressure, knocks and leaks	✓			
5. Guages: all must be working; oil, temperature, etc. *	✓			
6. Steering clutches: must have 3-4" free travel *	✓			
7. Brakes: must hold at half travel. *	✓			
8. Muffler and spark arrester: approved type unless turboed *	✓			
9. Fuel system: must be free of drips and leaks *	✓			
10. Cooling system: must be free of leaks *	✓			
11. Fan and fan belts: check for defects	✓			
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *	✓			
13. Hydraulic system: no leaks or drips	✓			
14. Belly plate, rock and radiator guards: securely mounted *	✓			
15. Final drive, transmission and differential: check for dripping	✓			
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp	✓			
17. Tracks and rollers: grouzers height under 1-1/4", loose rollers, broken flanges *	✓			
18. Blade, ripper, winch: operate smoothly and hold at any point	✓			
19. Dozer and assembly: trunnion bolts missing, cracks *	✓			
20. Drawbar: serviceable, safe	<u>N/A</u>			
21. Body and cab condition: report dents and damage	✓			

## Section II - Remarks

(Describe all unsatisfactory items and identify by line number.)

70 HP = F3

1996 John Deere, 450G HP 50-99  
# T0450GF821178

## Section III - Power Saw, Pump

Pre-use Release  
Yes No Yes No

1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

\* Safety Item - Do not accept until brought into compliance.

## 11. RELEASE INSPECTION

NO DAMAGE / NO CLAIM  
Not applicable to buses, inspection required.

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Title \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print



D6 Dozer

# VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

## 10. PRE-USE INSPECTION

REJECTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

ACCEPTED

MILES / HRS 3393 DATE 6/27 TIME 1030

Vendor Signature Jerry J. Allen Title OWNER

Inspector Name Alfred Allman Title Fire Warden  
Print

1. INCIDENT NAME / NUMBER \_\_\_\_\_ 2. ORDER / REQUEST NUMBER \_\_\_\_\_

3. OWNER / VENDOR  
L.S. Allen excavating inc

4. AGREEMENT, PO, CONTRACT NO. \_\_\_\_\_ 5. EXPIRES \_\_\_\_\_

6. MAKE #cat 7. MODEL, TYPE D6K

8. SERIAL NO. / VIN 10K2309 9. LICENSE NO. N/A

### Section I - Tractor, Motor Grader

	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *	✓			
2. Lights: mounted and working while operating	✓			
3. Battery: check for corrosion, loose terminal, hold downs	✓			
4. Engine running: check oil pressure, knocks and leaks	✓			
5. Guages: all must be working; oil, temperature, etc. *	✓			
6. Steering clutches: must have 3-4" free travel *	✓			
7. Brakes: must hold at half travel. *	✓			
8. Muffler and spark arrester: approved type unless turboed *	✓			
9. Fuel system: must be free of drips and leaks *	✓			
10. Cooling system: must be free of leaks *	✓			
11. Fan and fan belts: check for defects	✓			
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *	✓			
13. Hydraulic system: no leaks or drips	✓			
14. Belly plate, rock and radiator guards: securely mounted *	✓			
15. Final drive, transmission and differential: check for dripping	✓			
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp	✓			
17. Tracks and rollers: grousers height under 1-1/4", loose rollers, broken flanges *	✓			
18. Blade, ripper, winch: operate smoothly and hold at any point	✓			
19. Dozer and assembly: trunnion bolts missing, cracks *	✓			
20. Drawbar: serviceable, safe <u>N/A</u>	✓			
21. Body and cab condition: report dents and damage	✓			

### Section II - Remarks

(Describe all unsatisfactory items and identify by line number.)

Seat has tear.

1976, 10K, D6C CAT, 140HP, Ty2 #10K-2309

### Section III - Power Saw, Pump

	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

\* Safety Item - Do not accept until brought into compliance.

## 11. RELEASE INSPECTION

NO DAMAGE / NO CLAIM  
Not applicable to buses, inspection required.

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Title \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print



*Excavator  
Back Hoe*

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST			
1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR <i>L.J. Allen excavating inc</i>			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE <i>CAT</i>	7. MODEL, TYPE <i>312CL</i>		
8. SERIAL NO. / VIN <i>0312CJCB022171</i>		9. LICENSE NO. <i>N/A</i>	

*2005*

10. PRE-USE INSPECTION		<input type="checkbox"/> REJECTED
MILES / HRS _____	DATE _____	TIME _____
Inspector Name _____ Print	Title _____	
		<input checked="" type="checkbox"/> ACCEPTED
MILES / HRS <i>1185</i>	DATE <i>2/27</i>	TIME <i>1230</i>
Vendor Signature <i>L.J. Allen</i>	Title <i>OWNER</i>	
Inspector Name <i>Alfred Allman</i>	Title <i>file number</i>	

Section IV - Truck, Bus, Van, Pickup	Pre-use		Release	
	Yes	No	Yes	No
1. DOT inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass and mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel system *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tire and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23				
24. Emergency equipment required. * ___ Fire Extinguisher ___ Spare Fuses ___ Reflectors				
25. Operator(s) properly licensed. *				

State \_\_\_\_\_ License No. \_\_\_\_\_ Class \_\_\_\_\_  
Endorsements \_\_\_\_\_ Med.Cert. Expire Date \_\_\_\_\_

11. RELEASE INSPECTION		<input type="checkbox"/> NO DAMAGE / NO CLAIM <small>Not applicable to buses, inspection required.</small>
MILES / HRS _____	DATE _____	TIME _____
Vendor Signature _____	Title _____	
Inspector Name _____ Print	Title _____	

Section I - Tractor, Motor Grader	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *	✓			
2. Lights: mounted and working while operating	✓			
3. Battery: check for corrosion, loose terminal, hold downs	✓			
4. Engine running: check oil pressure, knocks and leaks	✓			
5. Guages: all must be working; oil, temperature, etc. *	✓			
6. Steering clutches: must have 3-4" free travel *	✓			
7. Brakes: must hold at half travel. *	✓			
8. Muffler and spark arrester: approved type unless turboed *	✓			
9. Fuel system: must be free of drips and leaks *	✓			
10. Cooling system: must be free of leaks *	✓			
11. Fan and fan belts: check for defects	✓			
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *	✓			
13. Hydraulic system: no leaks or drips	✓			
14. Belly plate, rock and radiator guards: securely mounted *	✓			
15. Final drive, transmission and differential: check for dripping	✓			
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp	✓			
17. Tracks and rollers: grousers height under 1-1/4", loose rollers, broken flanges *	✓			
18. Blade, ripper, winch: operate smoothly and hold at any point	✓			
19. Dozer and assembly: trunnion bolts missing, cracks *	<i>N/A</i>			
20. Drawbar: serviceable, safe	<i>N/A</i>			
21. Body and cab condition: report dents and damage	✓			

Section II - Remarks (Describe all unsatisfactory items and identify by line number.)

*28,970 lb  
Hydram Horse Power 90  
Excavator  
CAT, 312CL 2005 Ty 3  
# CBA02171*

Section III - Power Saw, Pump	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

\* Safety Item - Do not accept until brought into compliance.

# SAFETY INSPECTION CHECKLIST

1. OPERATOR NAME / NUMBER \_\_\_\_\_ 2. ORDER / REQUEST NUMBER \_\_\_\_\_

3. OPERATOR / VENDOR Allen Excavating inc

4. EQUIPMENT, PO, CONTRACT NO. \_\_\_\_\_ 5. EXPIRES \_\_\_\_\_

6. MODEL, TYPE 2000 3203L

7. LICENSE NO. N/A

	Pre-use		Release	
	Yes	No	Yes	No
Roll-over protection system: Manufacturer system secured to mainframe of tractor. Side approved seat belts. *	✓			
Mounted and working while operating	✓			
Check for corrosion, loose terminal, hold downs	✓			
Oil: check oil pressure, knocks and leaks	✓			
All must be working; oil, temperature, etc. *	✓			
Clutches: must have 3-4" free travel *	✓			
Must hold at half travel. *	✓			
Ignition spark arrester: approved type unless turboed *	✓			
Exhaust: must be free of drips and leaks *	✓			
Hydraulic system: must be free of leaks *	✓			
Drive shaft belts: check for defects	✓			
Supports, equalizer bar, springs, main check shackle bolts, shifted spring leaf *	✓			
Hydraulic system: no leaks or drips	✓			
Engine, rock and radiator guards: securely mounted *	✓			
Engine, transmission and differential: check for dripping	✓			
Idlers: cracks in spokes, sprocket teeth sharp	✓			
Idler rollers: grouser height under 1-1/4", loose broken flanges *	✓			
Operator, winch: operate smoothly and hold at any point	N/A			
Operator assembly: trunnion bolts missing, cracks *	✓			
Operator serviceable, safe	N/A			
Operator cab condition: report dents and damage	✓			

**I - Remarks** (Describe all unsatisfactory items and identify by line number.)

Light on cab not lighting up. engine

Excavator  
Back Hoe

## 10. PRE-USE INSPECTION

REJECTED

MILES / HRS 5 DATE \_\_\_\_\_ TIME \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print \_\_\_\_\_

ACCEPTED

MILES / HRS 4782 DATE 6-27 TIME 1100

Vendor Signature [Signature] Title OWNER

Inspector Name APRIL ALLEN Title FIREWORKS  
Print \_\_\_\_\_

### Section IV - Truck, Bus, Van, Pickup

	Pre-use		Release	
	Yes	No	Yes	No
1. DOT inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass and mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel system *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tire and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23				
24. Emergency equipment required. _____ Fire Extinguisher _____ Spare Fuses _____ Reflectors *				
25. Operator(s) properly licensed. *				

State \_\_\_\_\_ License No. \_\_\_\_\_ Class \_\_\_\_\_  
Endorsements \_\_\_\_\_ Med.Cert. Expire Date \_\_\_\_\_

Excavator HP  
320CL CAT, 2000, Ty 2  
# ALF 141

### II - Power Saw, Pump

	Pre-use		Release	
	Yes	No	Yes	No
Parts broken *				
Nuts and bolts tight				
Oil case and chain oiler				
Chain: straight, chain in good condition *				
Ignition system and spark arrester *				
Runs evenly, runs smoothly, satisfactory power				

- Do not accept until brought into compliance.

## 11. RELEASE INSPECTION

NO DAMAGE / NO CLAIM  
Not applicable to buses, inspection required.

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Title \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print \_\_\_\_\_



## VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR <i>L.J. Allen Excavating Inc</i>			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE <i>1970 Kenworth</i>	7. MODEL, TYPE <i>WA900 W900A</i>		
8. SERIAL NO. / VIN <i>152130S</i>		9. LICENSE NO. <i>1J3359 LA 451B TE</i>	

*Transport w/ Trailer*

### 10. PRE-USE INSPECTION

REJECTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

ACCEPTED

MILES / HRS *498110* DATE *2/27* TIME *1300*

Vendor Signature *[Signature]* Title *Owner*

Inspector Name *Airied Allman* Title *Fire warden*  
Print

Section IV - Truck, Bus, Van, Pickup	Pre-use		Release	
	Yes	No	Yes	No
1. DOT inspection in the last 12 months: when required *	<input checked="" type="checkbox"/>		NA	NA
2. Gauges and lights *	<input checked="" type="checkbox"/>			
3. Seat belts *	<input checked="" type="checkbox"/>			
4. Glass and mirrors *	<input checked="" type="checkbox"/>			
5. Wipers and horn *	<input checked="" type="checkbox"/>			
6. Clutch pedal: proper adjustment	<input checked="" type="checkbox"/>			
7. Cooling system: check radiator and hoses	<input checked="" type="checkbox"/>			
8. Oil level and condition: full and clean	<input checked="" type="checkbox"/>			
9. Battery: check for corrosion, loose terminals, hold downs	<input checked="" type="checkbox"/>			
10. Fuel system *	<input checked="" type="checkbox"/>			
11. Electrical system: generator and starter working	<input checked="" type="checkbox"/>			
12. Engine running: check for knocks and leaks	<input checked="" type="checkbox"/>			
13. Transmission: check for leaks	<input checked="" type="checkbox"/>			
14. Steering *	<input checked="" type="checkbox"/>			
15. Brakes *	<input checked="" type="checkbox"/>			
16. 4-Wheel drive: check gear boxes, leaks	<input checked="" type="checkbox"/>			
17. Drive line U-joints: check for looseness	<input checked="" type="checkbox"/>			
18. Springs and shocks *	<input checked="" type="checkbox"/>			
19. Differential: check for leaks	<input checked="" type="checkbox"/>			
20. Exhaust system *	<input checked="" type="checkbox"/>			
21. Frame *	<input checked="" type="checkbox"/>			
22. Tire and wheels (List failed position/depth in remarks) *	<input checked="" type="checkbox"/>			
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23	<input checked="" type="checkbox"/>			
24. Emergency equipment required. <input checked="" type="checkbox"/> Fire Extinguisher <input checked="" type="checkbox"/> Spare Fuses <input checked="" type="checkbox"/> Reflectors	<input checked="" type="checkbox"/>			
25. Operator(s) properly licensed.	<input checked="" type="checkbox"/>			

State ED License No. WA109483K Class A

Endorsements N Med.Cert. Expire Date 9-20-2020

### Section I - Tractor, Motor Grader

	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *	<input checked="" type="checkbox"/>			
2. Lights: mounted and working while operating	<input checked="" type="checkbox"/>			
3. Battery: check for corrosion, loose terminal, hold downs	<input checked="" type="checkbox"/>			
4. Engine running: check oil pressure, knocks and leaks	<input checked="" type="checkbox"/>			
5. Guages: all must be working; oil, temperature, etc. *	<input checked="" type="checkbox"/>			
6. Steering clutches: must have 3-4" free travel *	<input checked="" type="checkbox"/>			
7. Brakes: must hold at half travel. *	<input checked="" type="checkbox"/>			
8. Muffler and spark arrester: approved type unless turboed *	<input checked="" type="checkbox"/>			
9. Fuel system: must be free of drips and leaks *	<input checked="" type="checkbox"/>			
10. Cooling system: must be free of leaks *	<input checked="" type="checkbox"/>			
11. Fan and fan belts: check for defects	<input checked="" type="checkbox"/>			
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *	<input checked="" type="checkbox"/>			
13. Hydraulic system: no leaks or drips	<input checked="" type="checkbox"/>			
14. Belly plate, rock and radiator guards: securely mounted *	<input checked="" type="checkbox"/>			
15. Final drive, transmission and differential: check for dripping	<input checked="" type="checkbox"/>			
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp	<input checked="" type="checkbox"/>			
17. Tracks and rollers: grouzers height under 1-1/4", loose rollers, broken flanges *	<input checked="" type="checkbox"/>			
18. Blade, ripper, winch: operate smoothly and hold at any point	<input checked="" type="checkbox"/>			
19. Dozer and assembly: trunnion bolts missing, cracks *	<input checked="" type="checkbox"/>			
20. Drawbar: serviceable, safe	<input checked="" type="checkbox"/>			
21. Body and cab condition: report dents and damage	<input checked="" type="checkbox"/>			

### Section II - Remarks

(Describe all unsatisfactory items and identify by line number.)

*H- crack in driver side  
\* Deck on trailer worn*

*Kenworth  
W900A, 50,000 lbs, Ty 2  
1976*

### Section III - Power Saw, Pump

	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *	<input checked="" type="checkbox"/>			
2. Visible nuts and bolts tight	<input checked="" type="checkbox"/>			
3. Oil in gear case and chain oiler	<input checked="" type="checkbox"/>			
4. Cutting bar: straight, chain in good condition *	<input checked="" type="checkbox"/>			
5. Exhaust system and spark arrester *	<input checked="" type="checkbox"/>			
6. Motor: idles evenly, runs smoothly, satisfactory power	<input checked="" type="checkbox"/>			

### 11. RELEASE INSPECTION

NO DAMAGE / NO CLAIM  
Not applicable to buses, inspection required.

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Title \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

