



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 (stake/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.

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.

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.

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME / NUMBER <i>Pre-season</i>		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR <i>Wintermoon</i>			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE <i>International</i>	7. MODEL, TYPE <i>S-1900</i>		
8. SERIAL NO. / VIN <i>1HSLRTVW5EHA24628</i>		9. LICENSE NO. <i>MT 357753B</i>	

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

*2200 gal
Bonners Ferry, ID*

*PWT3
1984*

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.

10. PRE-USE INSPECTION

REJECTED

MILES / HRS _____ DATE _____ TIME _____

Inspector Name _____ Title _____
Print

ACCEPTED

MILES / HRS _____ DATE *6/30/12* TIME *1110*

Vendor Signature *J.M. Wey* Title *D. Wey*

Inspector Name *Colt Schirmer* Title *WSJ-IDL*
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. *				

State _____ License No. _____ Class _____
Endorsements _____ Med.Cert. Expire Date _____

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 <i>Pre-inspection</i>		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR <i>Wintermoon</i>			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE <i>Ford</i>		7. MODEL, TYPE <i>F-700</i>	
8. SERIAL NO. / VIN <i>1P0XD74NQFVA35268</i>		9. LICENSE NO. <i>MT-35 7752B</i>	

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				
21. Body and cab condition: report dents and damage				

Section II - Remarks	(Describe all unsatisfactory items and identify by line number.)
<i>1800 gal</i>	<i>PWT 3</i>
<i>Harvard, ID</i>	<i>1985</i>

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				

10. PRE-USE INSPECTION		<input type="checkbox"/> REJECTED
MILES / HRS <i>47,500.8</i>	DATE <i>6/30/16</i>	TIME <i>10:50</i>
Inspector Name <i>Cole Schürmeier</i>		Title <i>WSS-IDL</i>
Print		<input checked="" type="checkbox"/> ACCEPTED
MILES / HRS	DATE	TIME
Vendor Signature <i>[Signature]</i>		Title <i>owner</i>
Inspector Name <i>Cole Schürmeier</i>		Title <i>WSS-IDL</i>
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. *				

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 _____		Title _____
Print		





Sam Altman

From: Nancy Becker [NBecker@phd2.idaho.gov]
Sent: Tuesday, July 12, 2016 12:00 PM
To: Sam Altman
Cc: wintermoonllp@yahoo.com
Subject: Water Truck inspection reports
Attachments: Water Truck 1,800 Gal.pdf; Water truck 2,200 GAL.pdf

Mr. Saltman & Joyce,

Please find attached the inspection reports from July. Please let me know if you need anything else.

Thank you

Nancy Becker, REHS

Public Health - Idaho North Central District

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Public Health - Idaho North Central District

Nez Perce County
215 10th Street
Lewiston, ID 83501
(208) 799-3100
Fax (208) 799-0349

Latah County
333 E Palouse River Drive
Moscow, ID 83843
(208) 882-7506
Fax (208) 882-3494

Clearwater County
105 115th Street
Orfino, ID 83544
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Fax (208) 476-7494

Idaho County
903 West Main
Grangeville, ID 83530
(208) 983-2842
Fax (208) 983-2845

Lewis County
132 N Hill Street
PO Box 277
Kamiah, ID 83536
(208) 935-2124
Fax (208) 935-0223

MOBILE WATER TANK INSPECTION REPORT

BUSINESS NAME: WINTERMOON LLP		ESTAB. NO: 001489	OPERATOR:		PURPOSE <input checked="" type="checkbox"/> Regular 1 <input type="checkbox"/> Follow-up 2 <input type="checkbox"/> Epidemiology 3 <input type="checkbox"/> Investigation 4 <input type="checkbox"/> Enforcement 12
ADDRESS: 18705 LAKEVIEW LN, PROCTOR, MT			COUNTY: Nez Perce	ZIP: 59929	
TANK MAKE & MODEL: SPOKANE INDUSTRIES	TANK SER. #: 3009	TANK CAPACITY: 1,800	TRAVEL TIME: 0 Hour 30 Minutes	INSP. TIME: 0 Hour 30 Minutes	

Requirements for Mobile Water Tanks per Idaho Food Code (IDAPA) 16 Title 2, Chapter 19.

		YES	NO	Corrected by (date)
A. Materials that are used in the construction of a mobile water tank, mobile food establishment water tank, and appurtenances shall be:				
1. Safe, durable, corrosion-resistant, nonabsorbent and finished to have a smooth easily cleanable surface. Section 5-301.11	12C	X		
2. A water tank, pump and hoses used for conveying drinking water shall be used for no other purpose. Water tanks, pumps and hoses approved for liquid foods may be use for conveying drinking water if they are cleaned and sanitized before they are used to convey water. Section 5-304.14	12C	X		
3. A water tank, pump and hoses shall be flushed and sanitized before being placed in service after construction, repair, modification and periods of nonuse. Section 5-304.11	12C	X		
4. Water contact surfaces shall be resistant to pitting, chipping, crazing, scratching, scoring, distortion and decomposition. Section 5-302.16	12C	X		
5. A mobile water tank shall be enclosed from the filling inlet to the discharge outlet and sloped to an outlet that allows complete drainage of the tank. Section 5-302.11	42N	X		
6. A fitting with "V" type thread on a water tank inlet or outlet shall be allowed only when a hose is permanently attached. Section 5-302.14	30N	NA		
7. Provided with a filler inspection port in the top of the tank with a watertight cover. Flanged upward at least 13mm (one-half inch), provided with a gasket and a device for securing the cover in place. Section 5-302.12	11C	X		
B. Equipment				
1. Hoses shall be safe, durable, corrosion-resistant, nonabsorbent, and resistant to pitting, chipping, crazing, scratching, scoring, distortion, decomposition and finished with a smooth interior surface, and clearly identified as to its use if not permanently attached. Section 5-302.16	12C	X		
2. Pumps, hoses, fittings, valves and similar equipment shall be:				
a. Kept clean. Section 5-302.15 (B)	12C	X		
b. Properly stored, if not in use, a water tank, hose and outlet fittings shall be protected using a cover or device as specified in paragraph 5-303.12	46N	X		
C. Water				
1. Water must be from an approved source. Section 5-101.11	8C	X		

COMMENTS: (FOLLOW-UP NEEDED) Fill up at sights designated by agency who orders water- City of Potlatch used last year. Plate number MT 35-7752B. Item 6 is Not Applicable. See attached for signature computer not working.

Based on an inspection this day, the items recorded above identify the violations and operations or facilities that must be corrected by the next routine inspection or such shorter period of time as may be specified in writing by the regulatory authority. Failure to comply with any time limit for corrections specified in this report may result in denial, suspension, revocation, or failure to renew your license. An opportunity for a hearing will be provided with regard to such further action if a written request for a hearing is filed with the regulatory authority within 10 days of your receipt of notice of such action.

SIGNATURE: _____ *see attached* _____
Person in Charge
Margery M. Beck
Health Authority EHS # 6010
DATE: 07/01/2016



Public Health

Idaho North Central District

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MOBILE WATER TANK INSPECTION REPORT

BUSINESS NAME: <i>Wintermoon LLP</i>		ESTAB. NO:		OPERATOR: <i>Joyce Murray</i>		PURPOSE Regular..... 1 Follow-up..... 2 Epidemiology..... 3 Investigation..... 4 Enforcement..... 12	
ADDRESS: <i>Inspection @ Shop on Deary St. Deary MT 18705 Lakeview Lane Proctor MT Howard ID</i>		COUNTY: <i>Latah</i>		ZIP: <i>59929</i>			
TANK MAKE & MODEL: <i>STAINLESS 1800 mt 35-7752B</i>		TANK SER. #: <i>Spokane 3009 Industry</i>		TANK CAPACITY: <i>1800 gallon</i>		TRAVEL TIME: <i>9:00-9:45 45</i>	
				INSP. TIME: <i>9:45-10</i>			

Requirements for Mobile Water Tanks per Idaho Food Code (IDAPA) 16 Title 2, Chapter 19.

	YES	NO	Corrected by (date)
A. Materials that are used in the construction of a mobile water tank, mobile food establishment water tank, and appurtenances shall be:			
1. Safe, durable, corrosion-resistant, nonabsorbent and finished to have a smooth easily cleanable surface. Section 5-301.11	12C	✓	
2. A water tank, pump and hoses used for conveying drinking water shall be used for no other purpose. Water tanks, pumps and hoses approved for liquid foods may be use for conveying drinking water if they are cleaned and sanitized before they are used to convey water. Section 5-304.14	12C	✓	
3. A water tank, pump and hoses shall be flushed and sanitized before being placed in service after construction, repair, modification and periods of nonuse. Section 5-304.11	12C	✓	
4. Water contact surfaces shall be resistant to pitting, chipping, crazing, scratching, scoring, distortion and decomposition. Section 5-302.16	12C	✓	
5. A mobile water tank shall be enclosed from the filling inlet to the discharge outlet and sloped to an outlet that allows complete drainage of the tank. Section 5-302.11	42N	✓	
6. A fitting with "V" type thread on a water tank inlet or outlet shall be allowed only when a hose is permanently attached. Section 5-302.14	30N	NA	
7. Provided with a filler inspection port in the top of the tank with a watertight cover. Flanged upward at least 13mm (one-half inch), provided with a gasket and a device for securing the cover in place. Section 5-302.12	11C	✓	
B. Equipment			
1. Hoses shall be safe, durable, corrosion-resistant, nonabsorbent, and resistant to pitting, chipping, crazing, scratching, scoring, distortion, decomposition and finished with a smooth interior surface, and clearly identified as to its use if not permanently attached. Section 5-302.16	12C	✓	
2. Pumps, hoses, fittings, valves and similar equipment shall be:			
a. Kept clean. Section 5-302.15 (B)	12C	✓	
b. Properly stored, if not in use, a water tank, hose and outlet fittings shall be protected using a cover or device as specified in paragraph 5-303.12	46N	✓	
C. Water			
1. Water must be from an approved source. Section 5-101.11	8C	✓	

COMMENTS: (FOLLOW-UP NEEDED) *Fill up at sights designated by Agency who orders water - City of Pocatello last year*

Based on an inspection this day, the items recorded above identify the violations and operations or facilities that must be corrected by the next routine inspection or such shorter period of time as may be specified in writing by the regulatory authority. Failure to comply with any time limit for corrections specified in this report may result in denial, suspension, revocation, or failure to renew your license. An opportunity for a hearing will be provided with regard to such further action if a written request for a hearing is filed with the regulatory authority within 10 days of your receipt of notice of such action.

SIGNATURE: *[Signature]* Person in Charge *[Signature]* Health Authority EHS # DATE: *2/1/2016*

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MOBILE WATER TANK INSPECTION REPORT

BUSINESS NAME: WINTERMOON LLP		ESTAB. NO: 001489	OPERATOR:		PURPOSE <input checked="" type="checkbox"/> Regular 1 <input type="checkbox"/> Follow-up 2 <input type="checkbox"/> Epidemiology 3 <input type="checkbox"/> Investigation 4 <input type="checkbox"/> Enforcement 12
ADDRESS: 18705 LAKEVIEW LN, PROCTOR, MT			COUNTY: Nez Perce	ZIP: 59929	
TANK MAKE & MODEL: SPOKANE INDUSTRIES	TANK SER. #: 3377	TANK CAPACITY: 2,200	TRAVEL TIME:	INSP. TIME: 0 Hour 30 Minutes	

Requirements for Mobile Water Tanks per Idaho Food Code (IDAPA) 16 Title 2, Chapter 19.

		YES	NO	Corrected by (date)
A. Materials that are used in the construction of a mobile water tank, mobile food establishment water tank, and appurtenances shall be:				
1. Safe, durable, corrosion-resistant, nonabsorbent and finished to have a smooth easily cleanable surface. Section 5-301.11	12C	X		
2. A water tank, pump and hoses used for conveying drinking water shall be used for no other purpose. Water tanks, pumps and hoses approved for liquid foods may be use for conveying drinking water if they are cleaned and sanitized before they are used to convey water. Section 5-304.14	12C	X		
3. A water tank, pump and hoses shall be flushed and sanitized before being placed in service after construction, repair, modification and periods of nonuse. Section 5-304.11	12C	X		
4. Water contact surfaces shall be resistant to pitting, chipping, crazing, scratching, scoring, distortion and decomposition. Section 5-302.16	12C	X		
5. A mobile water tank shall be enclosed from the filling inlet to the discharge outlet and sloped to an outlet that allows complete drainage of the tank. Section 5-302.11	42N	X		
6. A fitting with "V" type thread on a water tank inlet or outlet shall be allowed only when a hose is permanently attached. Section 5-302.14	30N	NA		
7. Provided with a filler inspection port in the top of the tank with a watertight cover. Flanged upward at least 13mm (one-half inch), provided with a gasket and a device for securing the cover in place. Section 5-302.12	11C	X		
B. Equipment				
1. Hoses shall be safe, durable, corrosion-resistant, nonabsorbent, and resistant to pitting, chipping, crazing, scratching, scoring, distortion, decomposition and finished with a smooth interior surface, and clearly identified as to its use if not permanently attached. Section 5-302.16	12C	X		
2. Pumps, hoses, fittings, valves and similar equipment shall be:				
a. Kept clean. Section 5-302.15 (B)	12C	X		
b. Properly stored, if not in use, a water tank, hose and outlet fittings shall be protected using a cover or device as specified in paragraph 5-303.12	46N	X		
C. Water				
1. Water must be from an approved source. Section 5-101.11	8C	X		

COMMENTS: (FOLLOW-UP NEEDED) Trucks stored in ^{Harvard} Dean, ID. Fill up of approved water that is designated by agency who orders water. Item N. 6 is NA. See attached for signature computer not working.

Based on an inspection this day, the items recorded above identify the violations and operations or facilities that must be corrected by the next routine inspection or such shorter period of time as may be specified in writing by the regulatory authority. Failure to comply with any time limit for corrections specified in this report may result in denial, suspension, revocation, or failure to renew your license. An opportunity for a hearing will be provided with regard to such further action if a written request for a hearing is filed with the regulatory authority within 10 days of your receipt of notice of such action.

SIGNATURE: _____ *see attached* _____
Person in Charge
Margery M. Beck
Health Authority EHS # 6010
DATE: 07/01/2016



Public Health

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MOBILE WATER TANK INSPECTION REPORT

BUSINESS NAME: <u>Wintermoon LLP</u>		ESTAB. NO:		OPERATOR: <u>Joyce Murray</u>		PURPOSE	
ADDRESS: <u>Inspection Stn: Harvard ID Dairy St Shop</u>		COUNTY: <u>Latah</u>		ZIP: <u>59929</u>		Regular..... 1	
<u>18705 Lakeview Lane, Proctor MT</u>		TANK MAKE & MODEL: <u>Plastic 35 7153B</u>		TANK SER. #: <u>3377</u>		Follow-up..... 2	
<u>Spokane Industries</u>		TANK CAPACITY: <u>2200</u>		TRAVEL TIME: <u>NA</u>		Epidemiology..... 3	
<u>Supplied Stainless Steel</u>		INSP. TIME: <u>10-10:15</u>				Investigation..... 4	
						Enforcement..... 12	

Requirements for Mobile Water Tanks per Idaho Food Code (IDAPA) 16 Title 2, Chapter 19.

	YES	NO	Corrected by (date)
A. Materials that are used in the construction of a mobile water tank, mobile food establishment water tank, and appurtenances shall be:			
1. Safe, durable, corrosion-resistant, nonabsorbent and finished to have a smooth easily cleanable surface. Section 5-301.11	✓		
2. A water tank, pump and hoses used for conveying drinking water shall be used for no other purpose. Water tanks, pumps and hoses approved for liquid foods may be use for conveying drinking water if they are cleaned and sanitized before they are used to convey water. Section 5-304.14	✓		
3. A water tank, pump and hoses shall be flushed and sanitized before being placed in service after construction, repair, modification and periods of nonuse. Section 5-304.11	✓		
4. Water contact surfaces shall be resistant to pitting, chipping, crazing, scratching, scoring, distortion and decomposition. Section 5-302.16	✓		
5. A mobile water tank shall be enclosed from the filling inlet to the discharge outlet and sloped to an outlet that allows complete drainage of the tank. Section 5-302.11	✓		
6. A fitting with "V" type thread on a water tank inlet or outlet shall be allowed only when a hose is permanently attached. Section 5-302.14	NA		
7. Provided with a filler inspection port in the top of the tank with a watertight cover. Flanged upward at least 13mm (one-half inch), provided with a gasket and a device for securing the cover in place. Section 5-302.12	✓		
B. Equipment			
1. Hoses shall be safe, durable, corrosion-resistant, nonabsorbent, and resistant to pitting, chipping, crazing, scratching, scoring, distortion, decomposition and finished with a smooth interior surface, and clearly identified as to its use if not permanently attached. Section 5-302.16	✓		
2. Pumps, hoses, fittings, valves and similar equipment shall be:			
a. Kept clean. Section 5-302.15 (B)	✓		
b. Properly stored, if not in use, a water tank, hose and outlet fittings shall be protected using a cover or device as specified in paragraph 5-303.12	✓		
C. Water			
1. Water must be from an approved source. Section 5-101.11	✓		

COMMENTS: (FOLLOW-UP NEEDED) Harvard Trucks stored in Dean, Fill up at approved water that is designated by agency who orders water, Item No. 6. NA See attached

Based on an inspection this day, the items recorded above identify the violations and operations or facilities that must be corrected by the next routine inspection or such shorter period of time as may be specified in writing by the regulatory authority. Failure to comply with any time limit for corrections specified in this report may result in denial, suspension, revocation, or failure to renew your license. An opportunity for a hearing will be provided with regard to such further action if a written request for a hearing is filed with the regulatory authority within 10 days of your receipt of notice of such action.

SIGNATURE: [Signature] Nancy M. Buhler LEO10 DATE: 7/1/2016
 Person in Charge Health Authority EHS #



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2016

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

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

PRODUCER FLATHEAD INSURANCE INC 435 Grand Dr PO Box 219 Bigfork MT 59911	CONTACT NAME: Karen Sikes PHONE (A/C, No, Ext): (406) 837-5562 FAX (A/C, No): (406) 837-1056 E-MAIL ADDRESS: karen@flatheadinsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED WINTERMOON LLP 18705 LAKE VIEW LANE PROCTOR MT 59929	INSURER A: United Financial Casualty
	INSURER B: Montana State Fund
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL129402455

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			BK857413133	6/27/2016	6/27/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			038333771-0	6/27/2016	6/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	03-359199-1	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of Idaho, is departments, agents officials and employees are added as additional Insureds, endorsement attached.

CERTIFICATE HOLDER**CANCELLATION**

saltman@idl.idaho.gov

 Idaho Department of Land
 State of Idaho
 PO Box 68
 Craigmont, ID 83522

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

AUTHORIZED REPRESENTATIVE

Karen Sikes/AVM

POLICY NUMBER: BKS57413133

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04 WNC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND NON-
CONTRIBUTORY- OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
IDAHO DEPARTMENT OF LANDS ITS AGENTS, OFFICIALS, EMPLOYEE'S AND THE STATE OF IDAHO	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

It is agreed that the insurance provided for the benefit of the above additional insured (s) shall be Primary and Non-Contributory, but only with respect to liability for "bodily injury", "property damage", or "personal advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured (s) at the location (s) listed above.

State of Idaho

Office of the Secretary of State

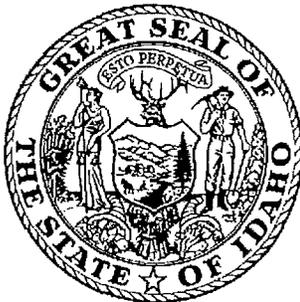
**CERTIFICATE OF REGISTRATION
OF
WINTERMOON LLP**

File Number J 2637

I, LAWRENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that an application for Foreign Registration Statement, duly executed pursuant to the provisions of the Idaho Uniform Business Organization Code, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: June 30, 2016



Lawrence Denney
SECRETARY OF STATE

By *Quinn Pittersen*



FOREIGN REGISTRATION STATEMENT

Title 30, Chapter 21, Idaho Code

Filing fee: \$100 typed, \$120 not typed

Complete and submit the form in duplicate.

2016 JUN 30 AM 9:03

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the entity is: Wintermoon LLP

2. The name which it shall use in Idaho is: Wintermoon LLP
(Enter a name here, only if you are required to adopt an alternate name)

3. Select the type of entity you wish to register:
- Business Corporation
 - Nonprofit Corporation
 - Limited Liability Partnership
 - Limited Liability Company
 - Other: _____
(Use "Other" only if your foreign entity type is not listed above, and enter the type here.)
 - General Partnership
 - General Cooperative Association
 - Limited Partnership (Including a limited liability limited partnership)
 - Statutory Trust, Business Trust, or Common-law Business Trust

4. Jurisdiction of formation: State of Montana
(Provide the domestic jurisdiction where the entity was formed)

5. The address of its principal office is:
18705 Lakeview Lane - Proctor MT 59929
(Street Address)

(Mailing Address, if different)

6. The address of its domestic principal office (if required by the laws of the jurisdiction of formation) is:
18705 Lakeview Lane - Proctor MT 59929
(Street Address)
Same
(Mailing Address, if different)

7. The mailing address to which correspondence should be addressed, if different from item 5, is:
Wintermoon LLP - 18705 Lakeview Lane - Proctor MT 59929
(Address)

8. Name and street address of registered agent in Idaho:
W.J. Murray 5005 Deary Street Harvard Ed 83834
(Name) (Address)

9. The name, capacity, and mailing address of at least one governor:
Wanda J. Murray Partner 18705-Lakeview Lane - Proctor MT 59929
(Name) (Capacity) (Address)

(Name) (Capacity) (Address)

Typed Name: Wanda J. Murray
Signature: WJMurray
Capacity: Partner

Secretary of State use only

IDAHO SECRETARY OF STATE
06/30/2016 05:00
CK:1246 CT:326308 BH:1535742
1@ 100.00 = 100.00 FOR REG ST #2
1@ 20.00 = 20.00 CORP SUR #3

J2637

SECRETARY OF STATE

STATE OF MONTANA

CERTIFICATE OF FACT

I, **LINDA McCULLOCH**, Secretary of State of the State of Montana, do hereby certify that pursuant to Title 35, Chapter 10, Montana Code Annotated, an Application for Registration of Limited Liability Partnership for

WINTERMOON LLP

was filed in this office on **MARCH 17, 2014**.

I further certify that the description of the business to be transacted under the Limited Liability Partnership is **FIRE FIGHTING/WATER SUPPLY/CLEANUP**.

I further certify that the partners are **RONALD E MOON 18705 LAKEVIEW LN PROCTOR MT 59929 AND WANDA J MURRAY 18705 LAKEVIEW LN PROCTOR MT 59929**.

I further certify that the expiration date is **MARCH 17, 2019**, unless an application for renewal of the Limited Liability Partnership registration is received by this office within 90 days prior to the expiration date.

I further certify that the Limited Liability Partnership is in good standing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Montana, at Helena, the Capital, this **June 21, 2016**.



LINDA McCULLOCH
Secretary of State



Certified File Number: **P-224646**