

EXHIBIT 25
EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA), OF-294

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) Lewis & Clark National Forest P.O. Box 869 1101 15th Street North Great Falls, MT 59403		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER AG-03K0-C-X-9295			
		3. EFFECTIVE DATES a. Beginning 5/1/xx b. Ending 12/31/xx			
4. CONTRACTOR a. Name and Address DoRight Construction P.O. Box 1, 112 Main Street Twodot, MT 59085 b. EIN/SSN: 81-7766951		5. POINT OF HIRE (location when hired) Location at time of hire 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
c. Telephone Number (day) (406) 564-3146	d. Telephone Number (night) (406) 564-9367	7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE					
9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)					
	10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit		12. SPECIAL a. rate b. unit	13. GUARANTEE (\$ or more hours)
a. Dozer, Caterpillar Model D6C SN: 47A19652	1	1534.00 DY			
b. Bus, 40 Passenger Lic. No.: 44-388 (Montana) VIN: 102057X072057	1	3.23 MI			850.00
c. Wildland Engine, Type 6 2004 GMC, Lic. No.: 44-1051 (Montana) VIN: 2GFLP624CZ1299	3	1300.00 DY			
d. Transport, 30 Ton Flatbed 1999 Kenworth, Lic. No.: 44-7928 (MT) VIN: 6BYZ3248A7	1	1300.00 DY			
e. Pickup Truck, 1/2 Ton, 4x4 Dodge 1500, Lic. No.: 44-9795 (MT) VIN: 2FXDY200BCD1396	1	250.00 DY		0.22 MI	
f.					
g.					
14. SPECIAL PROVISIONS (1) Bus is paid the mileage rate or the guarantee whichever is greater. (2) One Engine Boss and two firefighters for a total of three operators shall be provided to operate the engine one operational period. (3) If transport and Dozer are hired with one operator, the transport rate is reduced by \$447 for one operational period. (4) The pickup truck is paid a daily rate AND mileage.					
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Dudley DoRight		16. DATE 5/1/xx	17. CONTRACTING OFFICER'S SIGNATURE Wright Price		18. DATE 5/1/xx
19. PRINT NAME AND TITLE Dudley DoRight, Owner			20. PRINT NAME AND TITLE Wright Price, Contracting Officer		

NSN 7540-01-121-8825
PREVIOUS EDITION NOT USABLE

ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

OPTIONAL FORM 294 (REV. 8-90)
USDA/USDI

EXHIBIT 25 – Continued**GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL
AGREEMENT FORM OF-294 (1990)**

**Replace all of the existing clauses on the ack of the Optional Form 294,
revised on August 1990, with the following**

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, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement 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, the contractor agrees that what is considered wear and tear under this agreement 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 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. 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 quarter 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 11*) (hourly or mileage) 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 12*) 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 13. 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 13. 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 11*) - 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, as shown on the Incident Action Plan.

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. When Government subsistence incident camps are available, meals and bedding for Contractor's operator(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 EERA **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 the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA **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 Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions - Unless specifically stated elsewhere in this agreement 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:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.

2. Equipment: (a) Fire shelter; (b) Headlamp; (c) 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 contract 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 all DOT requirements. The regulations can be found at the following website:

www.fmcsa.dot.gov

CLAUSE 14. CLAIM SETTLEMENT AUTHORITY– For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

CLAUSE 15. CHANGES TO EMERGENCY EQUIPMENT RENTAL AGREEMENTS
Changes to Emergency Equipment Rental Agreements (EERA's), OF294 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 EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. FIREARM – WEAPON PROHIBITION - The possession of firearms or other dangerous weapon (18 USC 930

(f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose 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. HARRASSMENT FREE WORKPLACE -

Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at <http://www.gpoaccess.gov/>.

CLAUSE 19. Definitions - The following definitions for Block 8 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size standards: (1) Motorcar and

Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.

b. **SMALL**

DISADVANTAGED OWNED BUSINESS is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

(Rev 3/2006)

EXHIBIT 25 - Continued

Instructions for form completion:

- 1-3. Ordering Office, Agreement Number, Effective Dates. Follow instructions provided by the incident agency for completion of these blocks.
4. Contractor. Address shall be the address for mailing payment. EIN/SSN is mandatory.
5. Point of Hire. This block may either indicate contractor's address where the rental equipment will normally be located, or merely state "Location at the time of hire". For equipment hired during an incident, this block should indicate the actual address or location of the equipment at the time of order and hire.
- 6-7. Operator and Operating Supplies Provided By. Normally check 1 block. If both blocks are checked, specify in block 14, Special Provisions, which conditions apply.
8. Type of Contractor. This block is to gather information to meet agency reporting requirements.
9. Item Description. This information must be of sufficient detail to fully identify the equipment to be rented.
10. Number of Operators. Specify the number of operators per operational period. Note any exceptions in block 14, Special Provisions.
11. Work or Daily Rate and Unit. Enter geographic area standard rate or negotiated rate and unit. Do not enter a daily rate if block 13 contains a guarantee.
12. Special Rate and Unit. Enter the special rate and identify in detail in block 14, Special Provisions, when and how these special rates apply.
13. Guarantee. Enter the geographic area standard rate or negotiated rate. Do not enter a guarantee if block 11 unit of measurement is a daily rate.

EXHIBIT 25 – Continued

- 14 Special Provisions. Detail any agreement made with the contractor not specified elsewhere on the form. Include any supplements to the General Provisions.
- 15-20. Signature blocks. The rental agreement must be signed, dated, and name and title printed, by both the contractor or authorized agent and the authorized contracting officer.

EXHIBIT 26
VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE		7. MODEL, TYPE	
8. SERIAL NO. / VIN		9. LICENSE NO.	

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 shackles 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: grouser height under 1-1/4", loose rollers, broken flanges	*			
18. Blade, ripper, winch: operates 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.)

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 _____ TIME _____

Vendor Signature _____ Title _____
 Inspector Name _____ Title _____
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
2. Gauges and lights	*			
3. Seat belts	*			
4. Glass & 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. Tires and wheels (List failed position/depth in remarks)	*			
23. Body and interior condition: describe and locate damage on back of page 2, 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 NO DAMAGE / NO CLAIM
Not applicable to buses, inspection required.

MILES / HRS _____ DATE _____ TIME _____

Vendor Signature _____ Title _____
 Inspector Name _____ Title _____
Print

FINANCE COPY - PRE USE

EXHIBIT 26 – Continued

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

FORM USE AND DISTRIBUTIONPre-Use Inspection

1. Inspector completes block numbers 1 - 10
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Pre-use" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy - Release".
3. Both Vendor and Inspector must sign off the Pre-use "ACCEPTED" inspection, block 10. Inspectors need to print and Vendors need to sign their names.
4. "Finance Copy - Pre-Use" (white copy), is sent **immediately** to the Equipment Finance department.
5. "Vendor Copy - Pre-Use / Release" (yellow copy), is given to Vendor with instruction to bring the copy back for the release inspection.
6. "Finance Copy - Release" (pink copy), and "Inspector - Pre Use / Release" (goldenrod copy), are held by the Inspector.

Release Inspection

1. Retrieve "Vendor Copy" and place between the "Finance Copy - Release" and "Inspector - Pre Use / Release" copies that were held by the Inspector.
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Release" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy - Release".
3. Block 11, "Release Inspection" must be completed by both Vendor and Inspector. Inspectors need to print and Vendors need to sign their names.
4. Inspector returns "Vendor Copy" to Vendor and **immediately** sends "Finance Copy - Release" to the Equipment Finance department.
5. At conclusion of Incident, mail **all** "Inspector - Pre Use / Release" copies to the responsible agencies Regional Equipment Manager or equivalent.

EXHIBIT 26 - Continued

Section IV - Truck, Bus, Van, Pick-up

Motor Vehicle parts and accessories must be in Safe Operating Condition At All Times. FEDERAL MOTOR CARRIER SAFETY REGULATIONS HANDBOOK (FMCSR) as prescribed by U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).

REJECT IF: Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-Service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

2. Gauges, and Lights (393.81-393.9)

- ♦ Speedometer inoperative.
- ♦ All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

3. Seat Belts (393.93)

- ♦ Any driver or right outboard seat belt missing or inoperative.

4. Glass and Mirrors (393.60, 393.80)

- ♦ Any discoloration not applied by the manufacturer for reduction of glare.
- ♦ Any windshield crack over 1/4" wide.
- ♦ Any crack less than 1/4" wide that intersects with any other crack.
- ♦ Any damage 3/4" or greater in diameter.
- ♦ Any 2 damaged areas closer than 3" to each other.
- ♦ Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- ♦ Any required mirror broken. (396.3(A)(1))

5. Wipers and Horn (393.78, 393.81)

- ♦ Wiper blade(s) fail to clean windshield within 1" of windshield sides.
- ♦ Horn missing, inoperative or fails to give adequate/reliable warning signal.

10. Fuel System (393.65, 393.67)

- ♦ Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- ♦ Visible leak at any point.
- ♦ Fuel tank cap missing.

14. Steering (393.209)

- ♦ Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- ♦ Steering lash not within parameters, see chart in FMCSR 393.209.
- ♦ Steering column is not secure.
- ♦ Steering system; any U-joint worn, faulty or repaired by welding.
- ♦ Steering gear box is loose cracked or missing mounting bolts.
- ♦ Pitman arm is loose, or has any welded repairs.
- ♦ Power Steering; any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- ♦ Any fluid leaks, fluid reservoir not full.

15. Brakes (393.40-393.53)

- ♦ Brake system has any deficiencies as described in FMCSR.
- ♦ Brake system has any missing, loose, broken, out of adjustment or worn out components.
- ♦ Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- ♦ Brake system has any air or fluid leaks. (396.3 (a)(1))

18. Springs and Shocks (393.207)

- ♦ Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- ♦ Any leaf spring cracked, broken, or missing or shifted out of position.
- ♦ Adjustable axle assemblies with locking pins missing or not engaged.

20. Exhaust (393.83)

- ♦ Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part or the vehicle.
- ♦ Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15' for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit)
- ♦ Any leak at any point forward of or directly below the driver and/or sleeper compartment.

21. Frame (393.201)

- ♦ Any cracked, broken, loose or sagging frame member.
- ♦ Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- ♦ Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3 (a)(1))

22. Tires and Wheels (393.75, 393.205)

- ♦ Any body ply or belt material exposed through tread or sidewall.
- ♦ Any tread or sidewall separation.
- ♦ Any cut exposing ply or belt material.
- ♦ Tread depth less than 4/32" on steering axle.
- ♦ Less than 2/32" on any other axle.
- ♦ Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- ♦ Any tire not properly inflated or any overloaded tire.
- ♦ Any tire that it comes in contact with any part of the vehicle. (393.3(a)(1))
- ♦ Any tire marked "Not for Highway Use". (393.3(a)(1))
- ♦ Wheels and rims shall not be cracked or broken.
- ♦ Stud or bolt holes on the wheels shall not be elongated.
- ♦ Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- ♦ Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- ♦ At least one spare fuse or other overload protective device. (393.95(c))
- ♦ Warning devices for stopped vehicles. (393.95(f)(g))

25. License (383.23, 391.41)

- ♦ No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- ♦ Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

The Inspector shall inspect for compliance with the FMCSR, State and Local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.

EXHIBIT 26 – Continued

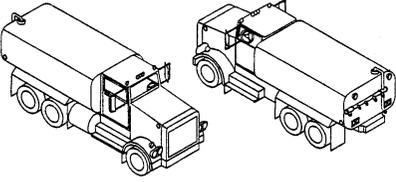
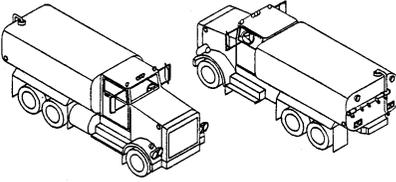
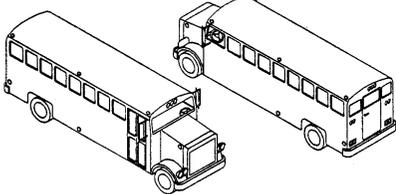
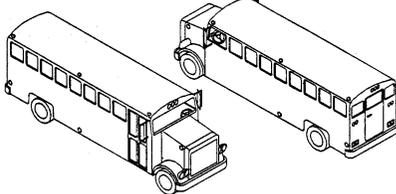
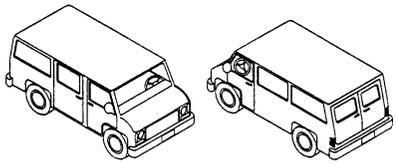
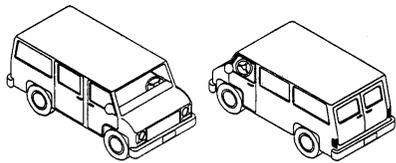
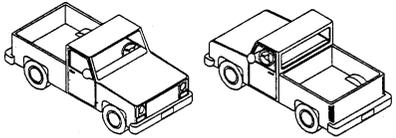
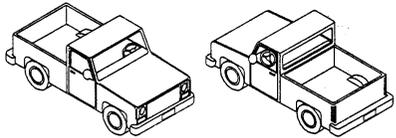
Section IV, Item 23 – Truck, Bus, Van, Pickup, Body Condition Inspection	
Pre-Use Inspection	Release Inspection
 Two line drawings of a truck with a tanker body. The left drawing shows the truck from a front-three-quarter view, and the right drawing shows it from a rear-three-quarter view.	 Two line drawings of a truck with a tanker body. The left drawing shows the truck from a front-three-quarter view, and the right drawing shows it from a rear-three-quarter view.
 Two line drawings of a bus. The left drawing shows the bus from a front-three-quarter view, and the right drawing shows it from a rear-three-quarter view.	 Two line drawings of a bus. The left drawing shows the bus from a front-three-quarter view, and the right drawing shows it from a rear-three-quarter view.
 Two line drawings of a van. The left drawing shows the van from a front-three-quarter view, and the right drawing shows it from a rear-three-quarter view.	 Two line drawings of a van. The left drawing shows the van from a front-three-quarter view, and the right drawing shows it from a rear-three-quarter view.
 Two line drawings of a pickup truck. The left drawing shows the pickup from a front-three-quarter view, and the right drawing shows it from a rear-three-quarter view.	 Two line drawings of a pickup truck. The left drawing shows the pickup from a front-three-quarter view, and the right drawing shows it from a rear-three-quarter view.
Remarks	

EXHIBIT 26 – Continued

Instructions for form completion:

1. Incident Name/Number. Enter the Incident Name and Number from the Resource Order.
2. Order/Request Number.
3. Owner/Vendor. Enter the equipment owner's name.
4. Agreement, PO or Contract No. Enter the agreement number from block 2 of the Emergency Equipment Rental Agreement, OF-294.
5. Expires. Date Agreement, PO or Contract expires.
6. Make. Enter the make of the equipment being inspected, e.g., Dodge, Ford or Chevrolet.
7. Model Type. Enter the model type of the equipment being inspected.
8. Serial No./VIN. Enter the Serial Number/VIN number of the equipment being inspected.
9. License No. Enter the license number of the equipment being inspected.
10. Pre-Use Inspection. Enter whether or not the inspection was rejected or accepted.

Enter the Miles/Hrs., Date, and Time of inspection.

The contractor or authorized agent prints name and title in this block.

The government representative inspecting the equipment prints name and title in this block.

EXHIBIT 26 – Continued

11. Release Inspection. Enter if there was Damage/No Claim.

Enter the Miles/Hrs., Date, and Time of inspection.

The contractor or authorized agent's signature and title in this block.

The government representative inspecting the equipment prints name and title in this block.

Sections I, III, IV. Select the appropriate section for the type of equipment being inspected. Inspect each item and check appropriate boxes for Pre-Use or Release, mark if the item does or does not apply.

Section II – Remarks. Describe any unsatisfactory item considered a safety item or indication of poor mechanical reliability is grounds for rejection until the equipment is repaired, e.g., no seat belts in a vehicle would be grounds for rejection. When equipment fails several items on the initial inspection, consideration should be given to rejecting the equipment.