

**DEVELOPMENT AGREEMENT**  
**Between**  
**KITTITAS COUNTY, WASHINGTON**  
**And**  
**SAGEBRUSH POWER PARTNERS, LLC**

**EXHIBIT F**

**DECOMMISSIONING COST ESTIMATE**

**EXHIBIT F  
DRAFT ONLY**

**Kittitas Valley Wind Power Project**

<b>Removal Scope Item</b>	<b>Approx Quantity</b>	<b>2006 COST ESTIMATE</b>	
1 Cut & Drop Turbines, towers, nacelle, blades, and machinery	Up to 64 WTGs	\$	1,235,443
2 Disposal of unsalvageable WTG equipment	Up to 64 WTGs	\$	32,000
3 Remove WTG foundations to 3 feet	5 acres	\$	770,000
4 Remove buried cable miles:	10	\$	71,923
5 Remove overhead collector & feeder cable miles:	1	\$	2,143
6 Remove overhead collector & feeder cable poles:	20	\$	3,846
7 Remove O&M building & foundation to 3 ft.:	5,000 sq.ft	\$	45,000
8 Remove Substations	2	\$	60,000
9 Remove MET towers	5	\$	50,000
<b>Removal Total Estimate</b>		<b>\$</b>	<b>2,270,355</b>
<b>Restoration Scope Item</b>			
1 Restore WTG foundation & pad area	5 acres	\$	10,000
2 Restore buried cable area (10' wide)	15 acres	\$	30,000
3 Restore O&M area	2 acres	\$	4,000
4 Restore substation area	8 acres	\$	16,000
5 Restore parking area	2 acres	\$	5,000
6 Regrade & ReSeed Road miles:	18	\$	158,400
7 ReSeeding requirements:	Mixed native grass	\$	43,548
<b>Restoration Total Estimate</b>		<b>\$</b>	<b>266,948</b>
<b>Decommissioning Grand TOTAL</b>		<b>\$</b>	<b>2,537,303</b>

**DEVELOPMENT AGREEMENT**  
**Between**  
**KITTITAS COUNTY, WASHINGTON**  
**And**  
**SAGEBRUSH POWER PARTNERS, LLC**

**EXHIBIT G**

**FIRE PROTECTION SERVICES AGREEMENT**

## FIRE SERVICES AGREEMENT

This FIRE SERVICES AGREEMENT (the "Agreement") dated as of SEPTEMBER 15, 2004, (the "Effective Date") is by and between SAGEBRUSH POWER PARTNERS, LLC, a Delaware limited liability company ("Company"), having an office at 222 East Fourth Ave., Ellensburg, WA 98926 and KITTITAS COUNTY FIRE PROTECTION DISTRICT 1, a municipal corporation ("District"), whose address is P.O. Box 34, THORP, WA 98946. The Company and the District are sometimes referred to herein individually as a "Party" and jointly as "Parties".

### RECITALS

- A. The Company is developing the Kittitas Valley Wind Power Project (the "Project"), a wind-powered, electric generating facility in Kittitas County, Washington.
- B. The Project has a planned nameplate capacity of up to 246 MW, currently expected to be comprised of up to approximately one hundred twenty-one (121) wind turbine generators (individually a "WTG" and collectively the "WTGs").
- C. The District is organized and equipped to provide fire protection services within and in the vicinity of the District's boundaries, and the Company desires that the District provide such services to the Project located within the District's jurisdiction.
- D. In connection therewith, the Company will provide certain funding to the District to support the purchase of certain Fire Equipment (as defined below) to facilitate the District's ability to provide the fire protection services to the Project on the terms set forth herein.
- E. Accordingly, the Company desires to retain the District to perform fire protection services for Company and the District has agreed to do so upon the terms and conditions set forth below.
- F. The duty of the District to provide fire protection under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to the Company.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**ARTICLE I**  
**DEFINITIONS**

“Agreement” has the meaning set forth in the Preamble.

“Applicable Law” shall mean, with respect to any Person, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities, in each case applicable to or binding upon such Person or its respective facilities and property.

“Commencement Date” has the meaning set forth in Section 2.2.

“Company” has the meaning set forth in the Preamble.

“Company Indemnified Persons” has the meaning set forth in Section 7.2.

“Contractors” has the meaning set forth in Section 2.2.

“District” has the meaning set forth in the Preamble.

“District Indemnified persons” has the meaning set forth in Section 7.1.

“Effective Date” has the meaning set forth in the Preamble.

“Equipment Fee” has the meaning set forth in Section 3.1.

“Financing Parties” means (i) any and all lenders providing senior or subordinated construction, interim or long-term debt financing or refinancing for the Project, and (ii) any and all equity investors providing financing or refinancing for the Project, and in each case any trustee or agent acting on their behalf.

“Fire Equipment” means a brush engine used for the purpose of Fire Protection Services, which equipment is described in detail on Exhibit A.

“Fire Protection Services” has the meaning set forth on Exhibit B.

“Fire Protection Services Fee” has the meaning set forth in Section 3.2.

“Fire Safety Plan” has the meaning set forth in Section 2.2.

“Notice of Intent” has the meaning set forth in Section 9.3(e).

“NTP” has the meaning set forth in Section 3.1.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Person” shall mean an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company or any other entity of whatever nature.

“Project” has the meaning set forth in Recital A.

“WTG” or “WTGs” has the meaning set forth in Recital B.

## ARTICLE II

### SERVICES

2.1 Fire Protection Services. For the Term of this Agreement, the District shall provide the fire protection services to the Project described on Exhibit B hereto (the “Fire Protection Services”). Such Fire Protection Services shall be rendered on the same basis as such protection is rendered to other areas within the District or with which the District has contracts, but the District assumes no liability for failure to do so by reason of any circumstance beyond its control. In the event of simultaneous fire or medical aid calls within the District’s service area whereby facilities of the District are taxed beyond its ability to render equal protection, the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

2.2 Annual Safety Review. The District acknowledges that the Company will retain contractors and subcontractors to construct and operate the Project (the “Contractors”), which Contractors shall be responsible for, among other things, the development and implementation of a fire safety plan for their respective activities at the Project and for emergency situations (“Fire Safety Plan”). The District agrees, at the request of the Company, to work with the Company and its Contractors to review any such plan, including the development of an Emergency Response Plan. Commencing on the date that is thirty (30) business days prior to the date on which the Company expects to begin construction of the Project on an unlimited basis (the “Commencement Date”) and on each anniversary of the Commencement Date thereafter throughout the Term of this Agreement, the District and the Company (together with all appropriate Contractors of the Company) shall meet to review the fire safety plan for the Project and the Company’s compliance therewith. From time to time upon the request of the Company, the District shall provide training to Company personnel or contractors in the proper use of fire extinguishers and in the hazards involved in the initial stages of fire fighting. The District shall suggest remedial actions to enhance the Company’s compliance with the fire safety plan and emergency response plan.

2.3 Training. Commencing on the date that is thirty (30) days prior to the Commencement Date and on each anniversary of the Commencement Date thereafter throughout the Term of this Agreement, the Company shall provide or cause to be provided training to fire fighters in the District in the following areas: (i) Project orientation and maps; (ii) access to each WTG site within the Project; (iii) use of rescue

baskets and WTG internal climbing safety equipment; and (iv) identification of potential electrical hazards at the Project.

### ARTICLE III

#### COMPENSATION; BILLING

3.1 Fire Equipment Purchase. In consideration of the District's entering into this Agreement and to facilitate the provision of the Fire Protection Services by the District, the Company agrees to pay the direct costs associated with the purchase by the District of the Fire Equipment described with particularity on Exhibit A hereto, in an amount not to exceed ~~One Hundred Thirty Thousand Dollars (\$130,000)~~ (the "Equipment Fee"). The Equipment Fee shall escalate at an annual rate of three percent (3%) to account for the increase in material and labor costs between the Effective Date and the Commencement Date. The District shall identify and order such Fire Equipment and direct that the Company remit the Equipment Fee to the equipment supplier in immediately available funds or by such other method as the equipment supplier shall reasonably request. Title to such Fire Equipment shall vest in the District. Notwithstanding anything herein to the contrary, the Company shall only be obligated to pay the Equipment Fee on and after the date upon which the Company gives written unlimited notice to proceed to its turbine supplier and balance of plant contractor for the Project ("NTP"). If the Company does not deliver the NTP on or before June 15, 2006, then the Company may terminate this Agreement without liability under this Agreement to the District. The Company recognizes that the District is a municipal corporation and must comply with statutory requirements when purchasing equipment.

\$135,000  
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3.2 Fire Protection Services Fee. The payment amount to be paid by the Company to the District on an annual basis shall be an amount equal to the product of (i) Seventy-Five Dollars (\$75) and (ii) the number of WTGs completed and in commercial operation prior to March 1 of any given year (the "Fire Protection Services Fee"). The Company shall pay the Fire Protection Services Fee on May 1 of each year following the Commencement Date. Commencing on January 1, 2007, the Fire Protection Services Fee shall escalate at an annual rate of one percent (1%). In exchange for the payment of the Fire Protection Services Fee, commencing on the Commencement Date the District shall provide four (4) hours of Fire Protection Services for each incident, measured from the time of dispatch ("Base Period"). In the event that the District provides services for a period in excess of the Base Period for any one incident, the District shall invoice the Company for such excess services at the Washington State Mobilization Rates, Washington Department of Natural Resources rates and/or the Washington Mutual Aid District rates (whichever rate schedule is applicable) then in effect for staffing and use of District equipment. Current copies of the Washington State Mobilization Rates and the Washington Department of Natural Resources rates are attached hereto as Exhibit C and Exhibit D, respectively. In the event the District is required to use equipment in providing Fire Protection Services to the Company that is not set forth on the foregoing rate schedules, the District shall invoice the Company for the actual charges associated

with such use without mark-up. The Company shall pay such invoiced amounts within thirty (30) days of the receipt of such invoice. In the event the Company does not pay the invoiced amounts or the Fire Protection Services Fee when due, such overdue amounts shall accrue interest at a rate equal to ten percent (10%) per annum from the date such amounts were due until the date of payment. . Air support services are not included in the Fire Protection Services, and if required, such services shall be charged to the Company at cost.

3.3 Disputed Payments. If the Company disputes any amounts included in any invoice provided to the Company by the District, the Company shall give written notice to the District of each such disputed amount and shall pay the full amount of such invoice that is not in dispute within the time periods set forth herein for such payment. The Company and the District shall endeavor diligently and in good faith to resolve any issue with respect to the amount remaining in dispute within thirty (30) days after the date of the District's receipt of the notice of disputed amount. If agreement is not reached within such thirty (30) day period, the Parties will continue to try to resolve such dispute; provided, however, that either Party may instead submit the dispute to resolution in accordance with this Agreement.

3.4 On-Site Water Trucks. For the period commencing on the date the Company commences construction of the Project on an unlimited basis and ending on the date that construction of the Project is complete, the Company shall maintain two (2) dedicated water trucks to remain full at all times on the Project site for fire safety purposes and the Fire Safety Plan developed in accordance with Section 2.2 shall identify the number and location of such water trucks.

#### ARTICLE IV

#### TERM; TERMINATION

4.1 Term of Agreement. This Agreement shall become effective upon the Effective Date and, unless earlier terminated in accordance with the terms hereof, shall continue thereafter until the earlier to occur of (i) the date that is twenty-five (25) years following the Effective Date or (ii) the date on which the Project has been decommissioned and is no longer in service.

4.2 Termination. The Company shall have the right to terminate this Agreement by providing the District sixty (60) days prior written notice of its intent to terminate. Subject to Section 5.2, the District shall have the right to terminate this Agreement in the event the Company fails to make any payment to the District when due and such failure continues for forty-five (45) days after receipt of notice from the District to cure such failure. This Agreement shall also be terminated by the mutual written agreement of the Parties.

## ARTICLE V

### ASSIGNMENT; FINANCING PARTIES

5.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the District and the Company. This Agreement or any right or obligation contained herein may be assigned (i) by the Company, to the Financing Parties as collateral security (and in connection therewith, the District shall execute and deliver to the Financing Parties a consent agreement in a form reasonably requested by the Financing Parties), or (ii) by the Company to a purchaser of the Project or the ownership or membership interests in the Company. Except as expressly provided in this Section 5.1, no Party may assign or transfer this Agreement, in whole or in part. In connection with any permitted assignment under this Section 5.1, the District agrees to execute one or more consents to assignment with terms and conditions as may be reasonably required by such assignees and the Company.

5.2 Financing Party Cure Rights. Provided that the District has received prior written notice that a Financing Party is entitled to notice under this Section 5.2, including an accurate address for the Financing Party, the District's right to exercise the option to terminate this Agreement pursuant to Section 4.2 is subject to the District's first delivering to the Financing Parties, simultaneously with delivery thereof to the Company, notice of the Company's failure to cure the payment default and the District's intent to terminate as a result thereof. Each Financing Party shall have the option to cure such the Company default within thirty (30) calendar days after receipt of such notice or to cause the Financing Parties' designee to assume this Agreement. If the Financing Parties desire to cause their designee to assume this Agreement, they shall (i) provide written notice to that effect; and (ii) cure the default within ninety (90) calendar days after receipt of the District's notice to the Financing Parties of the District's intent to terminate. In such case, the District's right to terminate this Agreement for such default shall be of no further force and effect upon the cure by the Financing Parties of such default within ninety (90) days from the date of receipt by the Financing Parties of the District's notice of the District's intent to terminate this Agreement.

## ARTICLE VI

### RELATIONSHIP OF THE PARTIES

6.1 Relationship of the Parties. It is not the intention of the Parties to create, and this Agreement shall not be construed as creating, a partnership, association, joint venture or trust, as imposing a trust or partnership covenant, obligation or liability, on or with regard to any one or more of the Parties, or as rendering the Parties liable as partners or trustees. Neither Party shall be under the control of, or be deemed to control, the other Party. Neither Party as such shall be the agent of, or have a right or power to bind, the other Party.

## ARTICLE VII

### INDEMNIFICATION

7.1 Company Indemnity. Except as provided in Section 7.3 and except for claims arising proximately from the negligence or other wrongful conduct of the District or any of its Commissioners, agents, members, directors, officers and employees (the "District Indemnified Persons"), the Company hereby agrees to protect, indemnify and hold the District Indemnified Persons free and harmless from and against any and all claims, demands, causes of action, suits or other proceedings (including all costs in connection therewith and in connection with the defense thereof, including reasonable attorney's fees), liabilities and losses, of every kind and character whatsoever, including third party claims against any District Indemnified Person, on account of bodily injuries, death, damage to property, or damages of any kind whatsoever (collectively, the "Claims"), provided such injury, liability, loss or damage is incident to, or arises out of, the presence or the activities of the Company at the Project.

7.2 District Indemnity. Except as provided in Section 7.3 and except for claims arising proximately from the negligence or other wrongful conduct of the Company or its affiliates, or any of its or their respective agents, shareholders, members, directors, officers and employees (the "Company Indemnified Persons"), the District hereby agrees to protect, indemnify and hold the Company Indemnified Persons free and harmless from and against any and all claims, demands, causes of action, suits or other proceedings (including all costs in connection therewith and in connection with the defense thereof, including reasonable attorney's fees), liabilities and losses arising out of third party claims against any the Company Indemnified Person, on account of bodily injuries, death, damage to property, or damages of any kind whatsoever, provided such injury, liability, loss or damage is incident to, or arises out of, the presence or the activities of the District at the Project or the District's (or its subcontractor's) performance hereunder.

7.3 Scope of Indemnity. The indemnity obligation of the District and the Company provided for by Sections 7.1 and 7.2 shall not extend to claims by either the District or the Company, or either Party's agents, shareholders, members, directors, officers and employees (or anyone claiming by, through or under such Persons), against the other for breach of this Agreement. Furthermore, the indemnification provided for in

Sections 7.1 and 7.2 shall not extend to or cover claims by either Party's employees, contractors or agents which arise in connection with service taken or provided under this Agreement and are covered by any worker's compensation law, and each of the Parties shall be solely responsible for, and shall bear all costs arising from or related to, such worker compensation claims of its own employees, contractors or agents.

7.4 Exclusion of Consequential Damages. Anything herein to the contrary notwithstanding, neither Party shall be liable hereunder for lost revenue or profits or for indirect, incidental, or other consequential damages, provided that this Section 7.4 shall not limit a Party's indemnification obligation in respect of a third party claim within the scope of Section 7.1 or 7.2.

7.5 Benefits. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons, except for the District Indemnified Persons and the Company Indemnified Persons identified in Sections 7.1 and 7.2, respectively.

7.6 Services Limitation. The District makes no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency. The duty of the District to provide fire protection and emergency medical services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to the Company.

## ARTICLE VIII

### NOTICES

8.1 Notices. Unless otherwise provided herein, any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, or sent by telecopy (with telecopy receipt confirmed) addressed to the Party being notified as listed below at the then current address:

If to the Company:

Sage Brush Power Partners, LLC  
c/o Zilkha Renewable Energy, LLC  
222 East Fourth Ave.  
Ellensburg, WA 98926  
Attn: Andrew Young  
Telephone: 503-222-9400  
Facsimile: 503-222-9404  
Email address: ayoung@zilkha.com

With a copy to:

Zilkha Renewable Energy, LLC  
1001 McKinney  
Suite 1740  
Houston, TX 77002  
Attn: R.A. Winsor  
Telephone: 713-265-0244  
Facsimile: 713-571-6659  
Email address:rwinsor@zilkha.com

If to the District:

Kittitas County Fire Protection District 1

PO Box 34  
THEOP, WA 98946

Attn: DS EVANS  
Telephone: 1-5099642435  
Facsimile: 1-509964-2022  
Email address: Kcfd1@elltel.net

Addresses shall be kept current by written notice made in the manner provided above for any written notice.

## ARTICLE IX

### MISCELLANEOUS

9.1 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed according to the laws of the State of Washington, excluding any conflict of laws rules that would result in the application of the laws of another jurisdiction.

9.2 Amendments and Integration. This Agreement constitutes the complete and entire agreement between the Parties hereto with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This Agreement may be amended only by a written document signed by both Parties.

9.3 Disputes. The Parties agree to attempt informally to resolve all disputes arising hereunder, or out of or in relation to the interpretation or performance of this Agreement, through meetings of representatives of the Parties; provided, however, that any such dispute which cannot be amicably resolved between the Parties shall be submitted to binding arbitration upon the written notice of either Party delivered to the

other of such Party's intention to arbitrate and shall otherwise conform to the requirements set forth below. The alternative dispute resolution procedures that shall apply under this Agreement are as follows:

(a) Each notification of intent to arbitrate shall be made in good faith and not for the purpose of delay or harassment. The notification shall state the nature of the dispute, the facts relied upon, the specific provisions of this Agreement and Applicable Law, which support the notifying Party's position, and the amount claimed and the remedy sought by such Party. Within thirty (30) days after receipt thereof the Parties shall meet, by telephone or otherwise, in an attempt to settle the dispute. During such thirty-day period the Party receiving the notification may, but shall not be required to, submit a written response.

(b) If the Parties cannot informally settle the dispute within thirty (30) days after the initial meeting specified in Subsection (a) of this section or within such other period of time as the Parties agree to in writing, either Party may give notice to the other Party within fourteen (14) business days after the expiration of the thirty-day period, or otherwise agreed upon period, requiring that the dispute be referred either to expert resolution, as provided in Subsection (c) of this section, or to arbitration, as provided in Subsections (d) through (f) of this section. Disputes involving only technical matters and not requiring legal interpretations, including interpretation hereof, shall be submitted to expert resolution in accordance with Subsection (c) of this section. Disputes involving legal interpretations, including disputes involving interpretation of this Agreement, shall be submitted to arbitration.

(c) Expert resolution shall be effected by a single expert agreed upon, in writing, by the Parties. If the Parties fail to agree upon a single expert within thirty (30) days after the notice requesting expert resolution is received by one Party from the other Party, or after it is determined that the dispute shall be submitted to expert resolution, whichever is later, a single expert shall be nominated in writing by the American Arbitration Association upon the request of either Party. Such nominee shall be expert in the subject matter of the dispute and shall not be an employee of either Party or have had any association with either Party, but may be an employee of the American Arbitration Association. Within thirty (30) days after the appointment of an expert, such expert shall accept written submissions regarding the dispute from the Parties. A copy of such submissions shall be provided concurrently to the other Party by the submitting Party. The expert shall resolve the matter and provide, in writing, the reasons for such resolution within sixty (60) days of appointment. The expert shall be deemed to be acting as an expert and not as an arbitrator, and such expert's determination shall be final and binding on the Parties. The costs of any expert resolution shall be borne equally by the Parties.

(d) Arbitration as set forth herein shall be effected by a panel of three arbitrators in accordance with the provisions of this section and in accordance with the Commercial Arbitration Rules of the American Arbitration Association; provided, however, that notwithstanding any provisions of such rules, the Parties shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration in accordance with the Federal Rules of Evidence. Judgment upon the award

rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

(e) Any Party desiring arbitration shall serve on the other Party and the Seattle Office of the American Arbitration Association, in accordance with the Commercial Arbitration Rules, its Notice of Intent to Arbitrate ("Notice of Intent"). The Notice of Intent shall be filed in writing concurrently with the American Arbitration Association, and shall be accompanied by the name of an arbitrator suggested by the Party serving the Notice of Intent. The Party served with the notice shall advise the other Party in writing of the name of its suggested arbitrator within ten (10) days after receipt of such notice. Within twenty (20) calendar days after the Notice of Intent has been made, the two arbitrators shall choose a third arbitrator who shall act as chairperson of the arbitral proceedings. If the two arbitrators chosen by the Parties do not agree upon a third arbitrator within twenty (20) calendar days after the filing of the Notice of Intent, then, upon the application of either Party, the third arbitrator shall be selected in accordance with the Commercial Arbitration Rules. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration. All arbitration proceedings shall be held in Seattle, Washington. The Parties shall bear their own costs associated with any required travel to and from such location. The arbitrators shall make a determination within three (3) months after the dispute is submitted for arbitration.

(f) Notwithstanding the existence of a dispute and until the expert or arbitrator, as applicable, renders a decision, each Party shall be obligated to fulfill its obligations and continue its performance in accordance with the terms hereof.

9.4 Severability. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses, provisions and remedies otherwise available at law or in equity shall not be affected, impaired or invalidated and shall remain in full force and effect. With respect to any provision held invalid or unenforceable, the Parties shall amend this Agreement as necessary to give effect to the Parties' original intent as closely as possible.

9.5 Cooperation. Provided that the Company is in compliance with the terms of this Agreement and with the Fire Safety Plan established under Section 2.2, the District shall fully support and cooperate with the Company's efforts to obtain from any governmental authority or any other Person or entity any environmental impact review, permit entitlement, approval, authorization or other rights necessary or convenient in connection with the Company's development, construction and operation of the Project, and the District shall, without demanding additional consideration therefor, (a) execute, and, if appropriate, cause to be acknowledged, any map, application, document or instrument that is reasonably requested by the Company in connection herewith or therewith, (b) return the same (as executed) to the Company within ten (10) days after the District's receipt thereof, and (c) reasonably cooperate with the Company's efforts to obtain all such permits, approvals, authorizations or other rights.

9.6 Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the meanings specified in Article I; (b) the singular shall include the plural and vice versa; (c) references to "Articles," "Sections," "Schedules," "Preamble," or "Exhibits" (if any) shall be to articles, sections, schedules, preamble, or exhibits of or to this Agreement; (d) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (e) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (f) the words "without limitation" shall be deemed to follow any variation of the word "include"; (g) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (h) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced, when in writing, and mutually agreed to by the Parties, from time to time, provided, however, that if the terms of an appendix, annex, exhibit or schedule is in conflict with the terms of the body of this Agreement, the terms of the body of this Agreement shall prevail; (i) references to any agreement, document or instrument shall be to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced, when in writing and mutually agreed to by the Parties, from time to time; (j) the masculine shall include the feminine and neuter and vice versa; and (k) the section headings are inserted for convenience of reference only and shall in no way affect, modify, define, or be used in construing the text of this Agreement. The Parties collectively have prepared this Agreement, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

9.7 Waiver. No delay or omission by the Parties hereto in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy nor shall it be construed as a bar to or waiver of any such right or remedy on any future occasion.

9.8 Further Assurances. The District and the Company agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

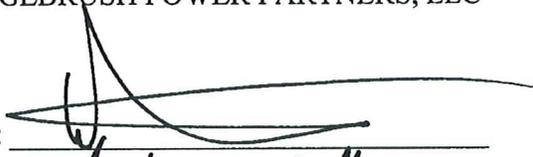
9.9 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Fire Services Agreement as of the date first written above.

KITTITAS COUNTY FIRE PROTECTION DISTRICT 1

By:   
Name: DJ EVANS  
Title: FIRE CHIEF  
Date: 9/15/04

SAGEBRUSH POWER PARTNERS, LLC

By:   
Name: Michael Steffy  
Title: Authorized Representative  
Date: 9-20-04

**EXHIBIT A**  
**Description of Fire Equipment**

*REFER TO EXHIBIT A ATTACHMENT*

**Kittitas County Fire District 1**

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**From:** "General Fire.com" <gfabell@generalfire.com>  
**To:** "DJ Evans" <kcfd1@elltel.net>  
**Sent:** Wednesday, September 15, 2004 2:01 PM  
**Attach:** kitt1xbodynew.doc  
**Subject:** From Bob Bell General Fire

Hi Chief, I have revisited the X Body prices and as I have it an estimate only should be as follows

Chassis: \$32k  
 Body: \$94  
 Total: \$126k plus sales tax.

Attached are the changes as per our conversation. Also remember this is a estimate in the ruff if we get any closer to a bid due I will run for a total reprice as of the latest prices on our networks. I can do this but it doesn't take more than 30 days and the prices can dance once again. Sorry for spacing this out but I did after I waited for a price from Ford I spaced the finished job back to you.

Thanks, Bob Bell  
[gfabell@generalfire.com](mailto:gfabell@generalfire.com)

$  \begin{array}{r}  32,000 \\  + 94,000 \\  \hline  \$126,000 \\  \times 0.075 \\  \hline  \$9,450 \\  \text{TAX} - 9450  \end{array}  $	$  \begin{array}{r}  126,000 \\  + 9,450 \\  \hline  \$135,450 \text{ -TOTAL}  \end{array}  $
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9/15/2004

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### **Section 1: Fire Pump**

1.01

YES/NO

The fire pump shall be installed at the rear of the apparatus body. The fire pump control console shall be positioned to allow easy operation from the street level.

1.08

YES/NO

Pump Engine to include: Oil pressure lubrication system with an automotive style oil filter. Oil fill with hose drain line installed for ease of service and to accommodate oil changes system to also have dip stick oil level style check. Engine starter to be 12 volt and include manual recoil. Pump shall be powered by its own engine. Engine shall have enough horsepower to meet pumping capacity rating as set forth in the below specifications. Pump and engine shall be mounted on the rear of the apparatus body. The pump and pump operations shall be so design to allow and pump controls from the ground level.

1.10

YES/NO

The Waterous E-500 pump will include a pump engine control panel mounted on the rear of the apparatus positioned for easy street level operations. The pump engine control panel will include the following features: Intake, and discharge gauges, tachometer, with pump hour meter, oil and temperature overheat indicator, glow plug indicator, water in fuel indicator, engine start/stop, throttle control and pump panel light and on off switch.

Class One Water Level Indicator

HyPro 1600 Foam controls and instruction plate

1.11

YES/NO

**Waterous hand pump priming system.**

- 1.20 YES/NO  
Make Waterous Model: E 511A Series Pump. Pump engine shall be a Briggs & Stratton Vanguard in-line 3-cylinder water-cooled diesel-powered engine Model DM 950 D. The diesel engine shall delivers 26.5 hp @ 3600 RPM, 58.1 cubic inch. The pump engine shall include a 12 volt starter, and a 12-14 volt, 40 amp alternator. Fire pump will have a minimum suction inlet of 3" and a minimum discharge of 2" and meet the minimum rated capacity and pressures listed below.  
100 GPM at 190 PSI                      300 GPM at 50 PSI
- 1.23 YES/NO  
The fire pump engine shall be diesel.
- 1.51 YES/NO  
The stated volumes and pressures are to be delivered while using two (2) lengths of 2-1/2" hard suction hose and operating from a 10' suction lift.
- 1.53 YES/NO  
The pump engine fuel supply line must run into the main chassis fuel tank utilizing a separate fuel line complete with automatic electrical fuel pump.
- 1.74 YES/NO  
Stuffing boxes shall be equipped with self-adjusting, maintenance free mechanical shaft seals. Packing is not required and shall not be used.
- 1.76 YES/NO  
Air Cleaner: Dual element, heavy duty paper cartridge with "oil foam" pre-cleaner.
- Section 2: Plumbing*
- 2.20 YES/NO  
The pump must be plumbed with a pump by-pass line. Valve is to be installed on the discharge side of the pump to circulate water back into the tank for cooling the pump. The by-pass line must have a automatic check valve to eliminate pump from cavitation while in draft mode. This pump by-pass line shall also include a ¼ turn shut-off valve.
- 2.24 YES/NO  
All valves shall be labeled as to its use and/or operation.
- 2.26 YES/NO  
The pump shall be mounted in such a fashion as to accommodate ease of removal and with no obstructions.
- 2.27 YES/NO  
Drains shall be installed to permit pump and all apparatus body lines to be drained completely.

**Section 3: Gated: Suction Inlets, Discharges, & Preconnects.**

- 3.00 YES/NO  
Akron Swing-Out Style Ball Valves: All quarter turn valves shall be brass and be full flow swing out type with positive self lock. Each valve shall be plumbed with galvanized iron pipe or high pressure hose with stainless steel fitting. All suction intakes and discharge fittings to be chrome plated with national standard threads. All lines to have Victaulic couplings or hose installed where flex may occur to prevent cracking of the piping. All valves 1" or larger shall be Akron Tork-Loc valves. All plumbing must be secured to the vehicle utilizing heavy duty pipe clamps.
- 3.02 YES/NO  
One (1) 3" Akron tank to pump valve will be plumbed and valved to allow the operator to take draft from an open source of water while discharging. This valve shall have a the valve controlled at the rear of the apparatus body for ease of operation from ground level. Waterous 511
- 3.10 YES/NO  
Gated suction inlet shall have a 2 ½" Akron valve control at the rear of apparatus for the ease of operator to control from the street level. This suction line shall be valved to allow the operator to take draft from an open source of water while discharging. This overboard inlet shall have 2 1/2" male NST threads and an Akron TS style control handle.
- 3.11 YES/NO  
One (1) 2 1/2" chrome cap w/chain attached to the 2 ½" gated rear inlet.
- 3.20 YES/NO  
Rear Mounted Preconnects And Hosebed.
- 3.21 YES/NO  
There shall be two (2) 1 ½" rear preconnected discharges installed under the rear hosebed area. The rear preconnects shall have a Akron TS style discharge handle and 1 ½" NST male discharge.
- 3.24 YES/NO  
Two (2) aluminum hose storage rack shall be mounted inside the left side of apparatus body side compartments. Hose bed rack shall be constructed of aluminum and open to the rear for the a preconnected single stack 1 ½" fire hose.
- 3.25 YES/NO  
Hosebed compartment shall be provided on the apparatus. The hosebed compartment shall be provided with 6063T6 aluminum extrusions properly spaced for adequate ventilation of the fire hose listed above. The flooring shall be removable for cleaning and servicing.
- 3.25A YES/NO  
One rear lift out tail gate at the rear of the hosebed shall be provided. The tailgate will

be easily removable and have a handrail installed on the upper rear area to assist in removal. This tail gate will enclose the center hosebed storage to allow storage of hose and or large equipment in the rear center of the apparatus body.

3.26

300 ft. of 1 1/2" double jacket fire hose coupled in 50 ft. lengths shall be included and installed in the preconnected racks listed above.

YES/NO

3.27

Two (2) Make: Akron Model: 1715 1 1/2" NST nozzle shall be included.

YES/NO

3.28

One (1) Make: Akron Model: 766 1 1/2" NST Foam Tube shall be included to fit the above listed nozzles

YES/NO

3.51

Front Mounted Remote Control Monitor

YES/NO

3.53

There shall be a remote controlled turret monitor for use in wildland fire fighting operations. The turret monitor shall be constructed of durable lightweight aluminum. The turret monitor shall have a minimum flow efficient 2" vaned waterway with stainless steel worm gears fully enclosed for protection from the elements. The turret monitor shall have a vertical travel of 150 degrees, (90 degrees above to 60 degrees below horizontal). The turret monitor shall have double ball races with stainless steel bearings and an electric gear motors totally enclosed and sealed. There shall be manual override in the event of power failure with an operating voltage of 12 VDC with maximum draw of 4 amps. A 2" NPT female inlet with a 1 1/2" NST male outlet. The turret monitor shall finish painted red acrylic urethane enamel. Make: Elkhart Model: 8494101 Sidewinder

YES/NO

3.54

There shall be a 2" electric remote operated valve to control the water supply to the remote controlled wildland monitor. The remote control valve switch shall be mounted in the chassis cab. Make: Elkhart #8494

YES/NO

3.55

The front mounted turret shall have a 180 degrees of horizontal travel.

YES/NO

3.56

The turret monitor shall be equipped with a constant flow electric remote control nozzle sized to flow 15, 30, or 45 GPM. Make: Elkhart Model 5000-04

YES/NO

3.57

The monitor shall include a joystick control box that is weather tight for inside or outside mounting. The joystick control box shall include control water supply, on/off; monitor, up/down and right/left; and nozzle pattern, straight/fog. The control module shall be complete with waterproof connectors, solid state circuitry, and is completely

YES/NO

encapsulated in epoxy for maximum protection.

YES/NO

3.58

The chassis front bumper will be extended to accommodate the proper operation and installation of the above front monitor system.

YES/NO

3.59

There shall be a remote pump start/stop and indicator light installed in the chassis cab, with a pump engine throttle to allow easy pump operations when using the Elkhart front monitor.

YES/NO

3.60

A Class One water level indicator shall be positioned in the chassis cab.

YES/NO

3.64

Foam System "Injection System"

YES/NO

3.65

The apparatus shall be equipped with an electronic, fully automatic, variable speed, direct injection discharge side foam proportioning system and shall be furnished and installed on the apparatus. The system shall be capable of Class A foam concentrate. The foam proportioning operation shall be based on an accurate direct measurement of water flows, and remain consistent within the specified flows and pressures. The foam system shall be installed in accordance with the manufacturer recommendations. The system shall be equipped with a control module. It shall be installed on the pump operators panel and enable the pump operator to perform the following functions. Incorporated within the motor drive shall be a microprocessor that receives input from the system flow meter, while also monitoring foam concentrate pump output, comparing values to ensure that the operators preset proportional amount of foam concentrate is injected into the discharge side of the fire pump. The foam system shall have a 12 volt, 1/3 hp electric motor driven positive displacement piston type foam concentrate pump with a rated capacity of .1 - 1.7 GPM @ 200 PSI with operating pressures of up to 400 PSI. System shall include full flow check valve shall be provided in the discharge piping to prevent foam concentration of the fire pump and water tank. A 5 PSI opening pressure check valve shall be installed in the concentrate line.

YES/NO

3.66

Foam System shall be Make Hypro/Foam Pro Model: 1600.

YES/NO

3.67

The foam pump, motor, calibration/injection valve, capacitor and control module shall be installed in an enclosed and ventilated compartment at the rear of the apparatus body. The enclosed compartment shall be accessible for easy inspection of the foam system controls.

YES/NO

3.76

A 2" paddlewheel type flow meter shall be installed in the discharge specified to be

foam capable.

YES/NO

3.77

The control module shall enable the pump operator to due the following. Activate the foam proportioning system. Change foam concentrate proportioning rates from 0.1% to 1.0% of concentrate. Low concentrate warning light when the foam concentrate tank runs low of concentrate and in two minutes if foam concentrate is not added to tank sensor will shut the foam concentrate pump down.

YES/NO

3.78

Make: Hypro/Foam Pro Model: 1600

Total components of the completed system shall include:

Operators control module shall be located at the rear of apparatus for the ease of operator to control from the street level.

Paddle Wheel flow meter

Pump and electric motor/motor drive

Wiring harness

Low level tank switch

Foam injection check valve

The foam controls shall be mounted on the rear of the apparatus at the main fire pump controls.

YES/NO

3.79

Foam concentrate shall be discharged to the following discharges: booster reel, the front mounted monitor, and the two 1 ½" preconnect discharges.

YES/NO

3.85

12 gal. Single Foam Tank: will be plumbed into the foam systems. The foam tank shall be vented. It shall be marked "CLASS A FOAM". The foam tank shall be a clear to allow easy sight level of the foam remaining in the foam cell.

YES/NO

3.90

There shall be a ½" quarter turn shutoff valve installed on the foam tank supply to allow regular required foam system maintenance.

YES/NO

3.91

Reel

YES/NO

3.92

There shall be a 1" Akron valve installed to supply the 1" booster reel located at the rear of the apparatus body. Valve shall be controlled by a Akron ¼ turn TS style control handle. The reel and controls shall be located at the rear of apparatus for the ease of operator to control from the street level.

YES/NO

3.93

One electric rewind booster hose reel with a reel capacity of 150 feet of ¾" inch 800 PSI test booster hose. Reel to be controlled from the apparatus body rear center compartment and mounted to pay off either the right or left side of the apparatus body.

The booster reel shall be installed behind the chassis cab, left side.

YES/NO

3.94  
150 feet of ¾" inch 800# test booster hose to be included with reel set.

YES/NO

3.96  
One (1) Make: Akron Model: 1702 1" NST nozzle shall be included with the reel set

YES/NO

3.97  
One (1) Make: Akron Model: 755 1" NST Foam Tube for the above nozzle.

YES/NO

3.98  
Two (2) set of each vertical and horizontal chrome hose roller guides. Located above the right and left side apparatus body compartments to allow the booster hose to pay-off either apparatus body sides.

YES/NO

3.99  
There shall be two electric rewind buttons mounting on each side of the apparatus body side and one rewind button on the reel.

*Section 4: Booster Tank Valves, Piping and Accessories*

YES/NO

4.00  
One (1) 2 ½" chrome NST swivel female connection with 2 ½" replaceable strainer and 2 ½" chrome plug and chain attached to inlet. The direct tank fill inlet shall be plumbed with a 2" Akron valve with a TS style control handle. The valve shall be located at the rear of apparatus for the ease of operator to control from the street level.

YES/NO

4.30  
One (1) 1" booster tank refill/re-circulation Akron ball valve shall be controlled by a push/pull or TS style handle and plumbed with flexible hose from pump to tank to allow flex between the pump and tank systems. The valve shall be located at the rear of apparatus for the ease of operator to control from the street level.

YES/NO

4.34  
The booster tank refill/re-circulation valve shall be controlled at the rear of the apparatus body.

YES/NO

4.40  
One pump auxiliary cooling line shall be provided to discharge water to the tank while no water is being discharged from the main outlets. Line shall be 3/8" in size.

*Section 5: Booster Tank And Lower Body Compartments*

YES/NO

5.00  
The vertical and horizontal center of gravity will not exceed the chassis manufactures recommendations. The bidder must including in the bid the total chassis curb weight with and including the following features: chassis specified cab to axle dimensions, the

completed apparatus body, booster tank and water, fire pump, plumbing as well as all options listed in these specification. (No Exceptions).

5.03 YES/NO  
The booster tank shall have a capacity of 500 Gallons.

5.05 YES/NO  
The booster tank shall be integral with the side of the body and well as the lower side body compartments. The booster tank design shall maintain a horizontal center of gravity for the complete apparatus as specified by the chassis manufacturer for the rated GAWR. The vertical center of gravity of the completed apparatus at GAWR must not exceed 48" when measure from the ground. This will allow the maximum amount of allowable weight and maintain a true "Low Profile" balanced load.

5.06 YES/NO  
Sufficient clearance shall be allowed for use of tire chains even if the chassis is at the full jounce and on a side angle with the apparatus fully loaded. The tank shall be constructed of 10 gauge #304 stainless steel, baffles, bottom and top. The stainless steel tank shall be sufficiently baffled to prevent excessive sway when apparatus is in motion. The booster tank shall be designed, engineered low profile, and balanced for severe duty off road use.

5.10 YES/NO  
The tank will be mounted in such a way as to allow the chassis frame to twist and flex under the tank without undue strain applied the main booster tank. Bidder shall be required to provide specifications as well as blueprint drawing of the proposed method of hold down and the complete booster tank and lower compartment design in the bid proposal. (No Exceptions.)

5.20 YES/NO  
The tank will a low profile and center of gravity designed with the following dimensions of 93" wide that will provide a low center of gravity.

5.25 YES/NO  
The booster tank shall be equipped with a stainless steel NPT connections for all suction and tank fill fittings.

5.30 YES/NO  
The tank top shall have an access opening to the tank, allowing future tank inspection. The tank will be sealed to prevent water seepage when tank is tipped at an angle during all off road operations. NO EXCEPTIONS.

5.31 YES/NO  
The top of the stainless steel booster tank shall be treated to allow safe egress for access to the upper storage areas, tank inspection port as well as the tank refill towers for water and foam. The stainless steel tank top shall be coated with a heavy spray on lining material. The lining material shall dry to form an impervious one piece covering to also protect the tank top from damage. The lining material shall be dark gray in color.

5.33 YES/NO  
A sump to be 12" wide x 12" long with a 1 ½" inch clean out plug in bottom of sump. Sump shall have anti-whirlpool baffles.

- 5.37 YES/NO  
The tank refill / recirculating tower shall be at least a 8" stainless steel opening. The fill tower will be installed on the booster tank and shall include an easy fill/re-circulating system for fire ground operations. The tank refill tower shall have a stainless steel screen to reduce objects from dropping into the main stainless steel booster tank. The tower shall have an overflow that allows the tower to overflow under the apparatus body.
- 5.38 YES/NO  
The stainless steel tank shall include a life time warranty against any manufacturers defects. Bidders warranty document shall be included in bid.
- 5.39 YES/NO  
Bidders shall include in their proposal scaled drawings of there proposed booster tank design.
- 5.40 YES/NO  
Lower Apparatus Body Compartments
- 5.41 YES/NO  
The vertical and horizontal center of gravity will not exceed the chassis manufacturers recommendations. **(No Exceptions)**.
- 5.42 YES/NO  
Apparatus fenders shall be stainless steel and integral with the side of the body compartments. Fender wells shall have sufficient clearance shall be allowed for use of tire chains with the apparatus fully loaded. The wheel well shall be designed and engineered to allow for the chassis complete jounce motion either left or right side when fully loaded on a side hill operation.
- 5.46 YES/NO  
A stainless steel rub-rail shall be bolted on both sides of the body below and above the lower compartmentation system to protect the body from minor scrapes. The rub rail system shall be bolted to the body sides to accommodate easy removal in case of damage or repair and body component replacement.
- 5.47 YES/NO  
Apparatus body builder to install single Cast Products fuel fill guard on apparatus body.
- 5.49 YES/NO  
Doors shall be double paneled, and constructed of 1/8" 5052H32 aluminum with a 3003 bright aluminum diamond plate inner panel. Doors to have a full length continuous type polished stainless steel hinge. Hinge bolt shall be locked in place to eliminate slipping. All doors and hinges shall be bolted to body, and adjustable.
- 5.50 YES/NO  
All lower compartments shall be sweep out design and to be water and dust proof. All compartments shall be made to the maximum practical dimensions to provide maximum storage capacity.

5.81	YES/NO
Low Left And Right Side Stainless Steel Body Compartments Behind Chassis	
5.82	YES/NO
Low Compartment Ahead of Rear Wheels Left And Right Side	
5.83	YES/NO
Low compartment extending in depth of the booster tank with a single vertically hinged door.	
5.85	YES/NO
High Stainless Steel Compartment Behind The Rear Wheels Left And Right Side	
5.86	YES/NO
High compartment extending in depth of the booster tank with a single vertically hinged door.	
5.87	YES/NO
There shall be four (4) SCBA brackets installed on the rear wall of the left side rear high compartment. The brackets shall be for the storage of two (2) complete SCBA packs and two (2) spare cylinders.	
5.88	YES/NO
There shall be one (1) adjustable shelf installed in the right side rear high compartment.	
5.98	YES/NO
Bidders shall include in their proposal scaled drawings of there upper body design. (No Exception)	
<i>Section 6: Upper Apparatus Body &amp; Components</i>	
6.00	
Upper Aluminum Body	
6.01	YES/NO
The vertical and horizontal center of gravity will not exceed the chassis manufacturers recommendations. <b>(No Exceptions)</b> .	
6.05	YES/NO
Complete upper apparatus body to be module in construction and built separately from chassis and lower apparatus body.	
6.11	YES/NO
After complete construction of the upper body it shall be fastened to the lower apparatus body.	

- 6.22 YES/NO  
The 60" C.A. apparatus body shall be mounted on the lower apparatus body and its designed subframe.
- 6.24 YES/NO  
The overall height of the apparatus body will be approximately the same overall height of the commercial chassis cab.
- 6.25 YES/NO  
Upper aluminum Body shall be constructed with Extrusions for framing purposes. Aluminum Treadplate shall be used for walkways, high maintenance areas, and for decorative purposes. The Extrusions alloy shall be 6061 with a temper rating of T6. Extrusions shall have a tensile strength of 45,000 PSI and a yield strength of 40,000 lb. The extrusions are to be used in general framing of compartments, and the body itself. The extrusions are to include 3" tubing with a 3/16" radius on the corners. The smooth aluminum sheets shall be 1/8" thick aluminum, alloy to be 5052 with a temper strength rating of H32. This alloy to have a minimum tensile strength of 33,000 PSI and a yield strength of 28,000 lb. This alloy gives excellent formability with out sacrificing strength and is to be used in compartment and door construction. Aluminum Treadplate is to be 1/8" thick and be a 3003 alloy with a temper strength rating of H22. This alloy is to have a minimum tensile strength of 30,000 PSI and a yield strength of 28,000 lb. Treadplate is to be used in all compartment floors. These three alloys are to be welded together using the latest Mig Spray Pulse Arc welding system.
- 6.41 YES/NO  
All upper body compartments to be fabricated of 1/8" 5052H32 aluminum sheets, 6061T6 aluminum extrusions 3003 bright aluminum treadplate, 6063T6 aluminum tubing, and 6063T6 aluminum trim channel. All areas in body construction where dissimilar metals come into contact, shall have a mounting system that allows separation of each dissimilar metal junction. All fasteners used in the construction of the aluminum and or the stainless bodies shall be stainless steel.
- 6.43 YES/NO  
All compartments shall be sweep out design and to be water and dust proof. All compartments shall be made to the maximum practical dimensions to provide maximum storage capacity.
- 6.55 YES/NO  
All upper body side compartment doors shall be double paneled, and constructed of 1/8" 5052H32 aluminum with a 3003 bright aluminum diamond plate inner panel. Doors to have a full length continuous type polished stainless steel hinge. Hinge bolt shall be locked in place to eliminate slipping. All doors and hinges shall be bolted to body, and adjustable.
- 6.57 YES/NO  
All upper and lower door latches shall be stainless steel recessed D-ring type handle. A one point rotary automotive type latch shall be standard on all doors.

- 6.68 YES/NO  
All upper and lower vertically hinged doors shall have spring loaded door holders assist in hold the doors in the open or closed.
- 6.79 YES/NO  
All horizontally top hinged doors shall be furnished with #8 stainless steel sill cap and two (2) per each door pneumatic cylinders style hold open devices.
- 6.80 YES/NO  
All upper and lower exterior compartments shall have drip moldings installed above the doors where necessary to prevent water from entering into compartments.
- 6.82 YES/NO  
All upper and lower interior surfaces of all compartments are to be painted with a light colored splatter, scuff resistant paint.
- 6.90 YES/NO  
The complete apparatus body structure shall be free from nuts, bolts, and other fasteners. On completion of all weldment, the apparatus body shall be completely sanded and deburred that will remove all sharp edges.
- Section 7: Upper Apparatus Body Compartments*
- 7.01 YES/NO  
Upper Left And Right Side Body Compartments Behind Chassis
- 7.17 YES/NO  
Upper Compartments Above The Left And Right Side Lower Side Compartments and Wheel Wells.
- 7.20 YES/NO  
Full height compartment extending in depth to center hosebed compartment with a single horizontally top hinged door on each side of the apparatus body.
- 7.22 YES/NO  
There shall be two Unistrut brackets installed horizontally on the back wall of the right side compartment. The body builder will provide six (6) spring and nut mounting hardware for above.
- 7.30 YES/NO  
Rear Of The Apparatus Body Between The Upper And Lower Side Compartments.
- 7.32 YES/NO  
The rear center in front of the rear step shall house the fire pump, plumbing, and related suction and discharges.
- 7.35 YES/NO  
There shall be two heavy duty tow hooks installed at the rear of the apparatus body

under the rear step. The heavy duty tow hooks shall be attached directly to the chassis frame rails. The tow eyes will be heavy enough to support rugged fire truck load requirements.

7.42 YES/NO  
Open Compartment In Rear Of Body

7.43 YES/NO  
Open rear center compartment ahead of rear bumper step between the side compartments.

7.44 YES/NO  
Ladders to be mounted behind the side compartment with a single aluminum door. The ladder shall be designed to allow easy loading and unloading of the ladders from the rear of the apparatus body ground level.

7.45 YES/NO  
One (1) Duo Safety Series 701 "Fresno" 2 section 14' extension ladder shall be supplied by body builder. Ladder to be mounted right side See 7.44.

7.46 YES/NO  
One (1) Duo Safety series 585A 8' folding ladder with safety shoes shall be supplied by body builder. Ladder to be mounted right side See 7.44.

7.47 YES/NO  
There shall be a compartment installed behind the side compartment as large as practical for the storage of backboards. This compartment shall be constructed of smooth aluminum and be stored next to the ladders.

7.98 YES/NO  
Bidders shall include in their proposal scaled drawings of there upper body design.

*Section 8: Aluminum Tread Plate*

8.84 YES/NO  
Aluminum tread brite shall be installed on the following areas.

8.85 YES/NO  
All rear vertical faces below the fire pump and booster reel.

8.89 YES/NO  
Left side upper side compartments extending down over side 2" to the compartment doors then forming a drip rail above doors.

8.90 YES/NO  
Right side upper side compartments extending down over side 2" to the compartment doors then forming a drip rail above doors.

8.95 YES/NO  
Upper side compartment floors.

*Section 9: Apparatus Body Handrails and Grab Rails*

9.00	YES/NO
Railings shall not be less than 1 1/4" diameter extruded aluminum with rubber grip inserts.	
9.04	YES/NO
All railing escutcheons and brackets shall be stainless steel or chrome, and bolted with stainless steel bolts. Hand railing to be provided in the following areas:	
9.08	YES/NO
Grab rails shall be installed in the follow locations:	
<i>Section 12: Hard Suction.</i>	
12.20	YES/NO
The suction hose shall be stored in an enclosure provided below the main stainless steel booster tank. Access to the suction hose compartment shall be through a bottom hinged drop down door at the rear of the apparatus body.	
12.24	YES/NO
Two (2) 2 1/2" x 8' PVC lightweight hard bore suction to be furnished by body builder.	
<i>Section 14: Electrical Equipment &amp; Battery System</i>	
14.00	YES/NO
One combination stop, tail, turn signal light and backup light on each side at the rear of the apparatus body above the tailboard surface.	
14.03	YES/NO
All apparatus body rear mounted lighting that is recess into the rear compartments shall have a rear light guard installed inside the body compartment to protect the rear fixture of each light. The rear light guard shall be installed for ease of removal if service of light is necessary.	
14.04	YES/NO
The rear tail, turn, stop lights as well as the side and rear markers and running lights shall conform to federal standards in effect at the time. There shall be 2 body side markers one red and one amber mounted on each upper side edges of apparatus body. There shall be three (3) rubber mounted 2" DOT lights recessed in the apparatus rear step.	
14.07	YES/NO
Each enclosed compartment shall have one compartment light and shall be activated by an automatic door switch.	
14.08	YES/NO
There shall be a red open door indicator light installed in chassis cab.	

- 14.09 YES/NO  
All electrical equipment to have resetting circuit breakers and mounted in an enclosed and ventilated aluminum tread brite panel box with each circuit labeled.
- 14.10 YES/NO  
Wiring shall be high temperature, copper, multi-strand SXL cross link coated wire. Wire shall be color coded for ease of maintenance.
- 14.11 YES/NO  
All wiring to be protected with automotive type loom with a temperature rating of -30 degree to +300 degree Fahrenheit. Grommets shall be used when wiring through body.
- 14.12 YES/NO  
"As Built" wiring schematic of the apparatus body shall be supplied in the operations and maintenance manuals for the completed apparatus body.
- 14.14 YES/NO  
Furnish and install an on board battery conditioner and manual style connection to a shore line w/plug in for same. Make: Kussmaul Model: Auto-Charger 12.
- 14.15 YES/NO  
There shall be a manual A/C shoreline fitting installed at the front of the apparatus body.
- 14.16 YES/NO  
There shall be an A/C plug in installed in the upper drivers side compartment. The power shall be provided by the manual A/C fitting and include a 4 standard A/C outlets.
- 14.30 YES/NO  
A license plate light to be provided on the rear of the apparatus body.

*Section 15: Fuel System*

- 15.04 YES/NO  
The body builder shall supply the pump engine fuel supply line that shall be run into the main chassis fuel tank and will utilizing a separate fuel line complete with automatic electrical fuel pump.

*Section 16: Emergency Signal & Lighting*

- 16.01 YES/NO  
Electronic Siren with microphone and light controls shall include the following feature and controls in one compact master control system: A full featured 100 watt siren, hard wired microphone for radio rebroadcast functions, an electronic air horn, all emergency lighting functions, Three (3) position progressive control switch, and a minimum of four (4) push On / Off buttons. The siren shall be installed in the chassis cab providing easy access to the drivers position. All emergency flashing lights as well as the specified lightbar shall to be controlled from the cab with individual 20 amp. lighted switches.

Make: Code 3 Model: 3892 L4

16.02 YES/NO  
All Alternating flashing lights mounted on fire apparatus shall be controlled by. Make: Code 3 Model: 710 Multi Mode Flasher that flashes two loads up to 8 amps (100 watts) each for halogen lighting package.

16.03 YES/NO  
Electronic Speaker mounted behind the front bumper facing forward. Make: Code 3 Model: PH-100U Watts: 100

16.05 YES/NO  
Emergency light bar mounted on the chassis cab. Code 3 Model: 647NFPA1.

16.06H YES/NO  
Front side intersection alternating and flashing lights shall be mounted on each side of the chassis cab forward position. Make: Code 3 Model: 41 BZX Color: Red.

16.09 YES/NO  
Rotating lights mounted on the upper rear outer edges of the apparatus body. Make: Code 3 Model: 550 Color: one red and one amber.

16.13 YES/NO  
A 12 volt solid state backup alarm with a minimum rating of 97 decibels to be installed.

16.33 YES/NO  
Two (2) work light device consisting of three (3) individually aimed sealed beam lamps capable of being spots or floods. All three lights are to be mounted on a bar housing with telescoping pole. The bulbs must develop a minimum 200,000 beam cp. (600,000 cp. total) in the spotlight mode and 50,000 beam cp. (150,000 total in the flood mode. The telescoping light plant shall be wired on a separate circuit breaker. Mounting location shall be: on the front of the apparatus one each side. The telescoping lights shall not hit the body when in the down position

16.34 YES/NO  
5 ground lights shall be mounted below the apparatus, two below chassis cab to activate automatically with chassis door is in the open position, two below side compartment and one below rear step.

16.54 YES/NO  
Two (2) work lights installed in the center rear work area with an On/Off switch mounted in chassis cab.

*Section 18: Painting, Printing, Decorating, Lettering, & Signs.*

18.02 YES/NO  
Apparatus body shall be thoroughly cleaned and etched before painting of the primer coats. Two (2) epoxy primer and two (2) finished coats single stage polyurethane paint

will be applied to the fire apparatus. All surface irregularities are to be sanded smooth prior to the finish coat. The finish paint shall match the cab and chassis.

18.04  
Color:

YES/NO

18.06  
Apparatus to be painted to match Chassis color: Color #

YES/NO

18.13  
A 4" Scotchlite reflective stripe shall be installed on the right and left sides of the apparatus body and chassis cab. Style: shall run the full body length on each side of the apparatus, and shall angle down to the bottom of the chassis door and end at the front wheel wells. Standard color shall be white

YES/NO

18.15  
Lettering shall be as follows: Two (2) computer generated door decals mounted on the chassis doors.

YES/NO

18.16  
One (1) touch up paint and container with applicator shall be furnished to match each exterior finish color.

YES/NO

18.23  
A permanent plate shall be installed in the driver's compartment specifying the maximum number of personnel the vehicle is designed to carry per NFPA standards. It shall be located in an area visible to the driver. An accident prevention sign stating "DANGER", personnel must be seated and seat belts must be fastened while vehicle is in motion, or "DEATH OR SERIOUS INJURY MAY RESULT" shall be provided. It shall be visible from each seating position.

YES/NO

*Section 20: Chassis Modification & Miscellaneous:*

20.01  
Stainless steel wheel covers with nut and hub covers will be installed on the front and rear wheels.

YES/NO

20.09  
Mud flaps shall be mounted behind rear wheels. Mud flaps shall be black rubber.

YES/NO

20.26  
Apparatus body builder shall not upgrade commercial chassis. The commercial chassis will include dual alternators and heavy duty dual batteries. Body builder shall provide a battery disconnect switch installed in the chassis cab. There shall be a main control center installed in apparatus body for all electrical D/C operations.

YES/NO

*Section 21: Loose Equipment And Services Supplied by Body Builder.*

21.05  
One 2 ½" basket strainer.

YES/NO

- 21.31 YES/NO  
Two (2) wheel chocks mounted in a readily accessible location. Aluminum wheel chock shall be Make: Worden rated for the total chassis GAWR.
- 21.36 YES/NO  
The body builder shall provide and install a heavy duty DOT approved Fire Extinguisher bracket as per the Fire Chief's instructions.
- 21.38 YES/NO  
Body builder shall install chassis entrance running boards
- 21.45 YES/NO  
The body builder shall install six (6) hand holds as per the Fire Chiefs instructions
- 21.46 YES/NO  
The body builder shall install two (2) heavy duty folding steps as per the Fire Chiefs instructions
- 21.50 YES/NO  
The body builder shall provide and install one (1) Red Head two spanners and one adjustable hydrant wrench with the brackets as per the Fire Chiefs instructions.
- 21.51 YES/NO  
Four (4) shovel handle tulip brackets mounted as per the Fire Chief.

*Section 50: New Ford F-550 Regular Cab & Chassis*

YES/NO 50.01  
2003 Ford F-550 4 x 4 Regular Cab Chassis

YES/NO 50.04  
Two Door Cab and Chassis

YES/NO 50.06  
60" CA (141" wheelbase)

YES/NO 50.10  
17950# GWW

YES/NO 50.13  
40 gallon aft fuel tank

YES/NO 50.15  
AM/FM Stereo radio w/clock

YES/NO 50.17  
4 wheel anti-lock brakes with four wheel disc brakes

YES/NO 50.33  
Manual front hubs

YES/NO 50.35  
2 speed transfer case

YES/NO 50.38  
Four wheel drive (4X4)

YES/NO 50.45  
Manual telescoping trailer tow mirrors, manual glass

YES/NO 50.48  
Driver and passenger air bag (passenger side shall be able to be turned off)

YES/NO 50.50  
6.0L Power Stroke diesel engine

YES/NO 50.52  
5 speed Torque Shift automatic transmission

YES/NO 50.54  
All terrain tires (6)

YES/NO 50.57  
4.88 Limited slip rear axle

YES/NO 50.59  
Chrome front bumper

YES/NO 50.60  
Dual alternators

YES/NO 50.65  
Dual batteries

YES/NO 50.72  
Auxiliary idle control

YES/NO 50.85  
Air Conditioning

YES/NO  
40, 20 40 Split Bench Seating in the cab

**EXHIBIT B**  
**Fire Protection Services**

THE DISTRICT SHALL PROVIDE FIRE PROTECTION SERVICES TO THE PROJECT ON THE SAME BASIS AS THE REST OF THE FIRE DISTRICT. IF MORE THAN ONE FIRE IS OCCURRING AT ONE TIME, THE DISTRICT WILL DECIDE WHICH CALL WILL BE ANSWERED FIRST AND WHICH ASSETS TO BE ALLOCATED.

AT LEAST ONE ENGINE WILL BE DISPATCHED TO THE PROJECT, WHETHER IT BE A DISTRICT 1 APPARATUS OR A MUTUAL AID APPARATUS.

**EXHIBIT C**  
**Washington State Mobilization and Equipment rates**

**Washington - Oregon Interagency Rate Schedule**  
**Amended and Adopted by**  
**Washington State Association of Fire Chiefs**  
**Amended April 2002**

**EQUIPMENT CHARGES**

**Pump Rate, GPM      Tank Capacity      Hourly Rate**

<b>ENGINES</b>				
			<b>2 x 4</b>	<b>4 x 4</b>
ICS Type 1 (Class A)	1,000	400	121.00	138.00
ICS Type 2 (Class A)	500	400	97.00	110.40
ICS Type 3	120	300	51.00	61.20
ICS Type 4	70	750	45.00	54.00
ICS Type 5	50	500	41.00	49.20
ICS Type 6	50	200	36.00	43.20
ICS Type 7	20	125	30.00	36.00
Interface Attack	250	500	72.00	86.00
Foam: If used, add:			3.30 *	

\* Does not include cost of foam product, the cost of which must be claimed separately as an expended supply.

**WATER TENDERS**

			<b>2 x 4</b>	<b>4 x 4</b>
ICS Type 1	300	5,000	71.00	85.20
ICS Type 2	200	3,500	65.00	78.00
ICS Type 2	200	2,500	57.00	68.40
ICS Type 3	200	1,000	39.00	46.80

**AERIAL LADDER**

< 75 feet			180.00	
75+ feet			200.00	

**OTHER UNITS**

Support	Air supply unit, rehab unit	29.40
Plow	Single disk on 4x4 (jeep), to trail wildfire	29.40
Hazardous Materials	Special hazmat response unit	185.00
Crash	Aircraft crash unit	185.00
Rescue	Special rescue operations unit	110.00
EMS, Non-Transport	BLS EMS unit (WAC 246-975 license)	36.50
	ALS EMS unit	46.00
EMS, Transport	BLS ambulance unit	49.00
	ALS ambulance unit	60.00
	Patient transport mileage	9.00 per mile
Command Unit	Car: Mileage at prevailing rate	
Incident Command Post Unit	ICP Bus / Trailer (self-sustaining)	360.00 per day

## Rates

All rates are "wet rates". All, fuel, oil, insurance, repairs, and other costs are the responsibility of the owner.

## Unlisted Rates

Refer to the *Washington - Oregon Interagency Rate Schedule* ("pink pages") for the rates on other equipment not listed above (e.g., dozers).

Rates for specialized equipment not listed either above or in the *Washington - Oregon Interagency Rate Schedule* shall be negotiated by the Finance Section Chief.

*The Finance Section Chief for the Fire Mobilization Incident Management Team shall have the authority to negotiate payment rates for specialized resources, including that with nominally listed (published) rates, provided that such negotiated rates, with reasons and facts in support, are documented and a copy attached to the claim(s).*

## Compensable Time: Equipment

In 24 hour period:

- *Travel time* between the home jurisdiction and the incident (both ways).
- *Assigned Work (Line) Time*: All hours worked are compensable, from time of departure from incident base to time of return. Time required for fueling and maintenance is not compensable.
- *If assigned work time in 24 hour period is less than five (5) hours*, then the minimum daily equipment time of five (5) hours may be claimed. This "non-work" time may be either *assigned standby / staging* or *unassigned* time.

## MILEAGE RATES

	2 x 4	4 x 4
Car	0.45	0.50
Sport / Utility	0.50	0.55
Pickup, 1/2 ton	0.55	0.75
Pickup, 3/4 ton	0.65	0.80
Pickup, 1 ton	0.70	0.85
1 - 1/2 ton	0.90	1.16

## Mileage

Mileage rate is paid for units not eligible for hourly rate compensation.

Mileage rates above are paid only for *mobilized* vehicles, i.e., vehicles mobilized for and used on incident assignment.

The mileage rate for vehicles used for *personal transportation* to the incident is the standard applicable state rate for vehicle use. Mileage to and from the incident will be paid only once for the incident for any individual.

## Haul Vehicles

Units used to tow or haul fire apparatus are paid mileage only. Refer to *Washington - Oregon Interagency Rate Schedule* for rate.

**Washington - Oregon Interagency Rate Schedule  
Amended and Adopted by  
Washington State Association of Fire Chiefs  
2002  
Amended April 2002**

**PERSONNEL RATES**

	Regular	Overtime
<b>SUPPORT PERSONNEL</b>		
Driver (shuttle)	9.50	14.25
Truck Driver (over 4 tons)	10.45	15.70

<b>FIREFIGHTERS</b>		
Firefighter	11.50	17.25
Engine Company Officer - Single Resource Boss	16.80	25.80
Strike Team Leader	18.05	27.10
Task Force Leader	19.75	29.65

<b>EMS</b>		
EMT	17.65	26.50
EMT-ILS	18.45	27.65
Paramedic	19.30	28.95
Medical Unit Leader	19.75	29.65

<b>OPERATIONS</b>		
Staging Manager	16.80	25.20
Division / Group Supervisor	19.75	29.65
Structural Protection Specialist	23.50	35.25
Section Chief	22.70	34.05

<b>LOGISTICS</b>		
Dispatcher	10.45	15.70
Radio Technician	11.90	17.85
Mechanic	11.90	17.85
Equipment Manager	16.80	25.20
Unit Leader: Communications - Facilities - Food Supply - Ground Support	19.75	29.65
Section Chief	22.70	34.05

**PERSONNEL RATES**  
(continued)

	Regular	Overtime
<b>PLANS</b>		
Check-In Recorder	9.50	14.25
Unit Leader: Resource - Situation - Demob	19.75	29.65
Section Chief	22.70	34.05

<b>FINANCE</b>		
Timekeeper - Clerk - Typist - Office Assistant	9.50	14.25
Payment Team Fiscal Tech	16.80	25.20
Unit Leader: Time - Cost - Compensation/Claims Procurement - Payment Team Accountant	19.75	29.65
Section Chief - Payment Team Leader	22.70	34.05
Incident Business Advisor	23.50	35.25

<b>COMMAND STAFF</b>		
Training Specialist - HR Specialist	19.75	29.65
Safety Officer - Incident Info Officer	22.70	34.05
Liaison Officer	23.50	35.25

<b>COMMAND</b>		
Incident Commander	25.20	37.80
Area Commander	26.10	39.15

<b>OVERHEAD</b>		
County Coordinator	19.50	29.20
Region Coordinator	20.00	30.00

**Compensable Time: Personnel**

Personnel assigned to unit are paid for all hours of assigned time. Personnel assigned to unit are not paid for unassigned time. Minimum paid time is 8 hours in 24 hour period.

Compensable time includes travel to and from incident, related waiting time, and/or other travel necessary for the performance of work (e.g., fire camp to fire line), and actual hours worked, including assigned standby/staging.

**Non-Compensable Time**

Includes sleeping time, "off-shift" time and unassigned time. Travel time is not allowed from residence to mobilization point.

This rate schedule is based on the *Washington - Oregon Interagency Wildfire Rate Schedule*, amended by the Washington State Association of Fire Chiefs.

**EXHIBIT D**  
**Washington Department of Natural Resources rates**



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**

For D.J.

**WAGE & EQUIPMENT RATES**

**FOR**

**WILDFIRE RESOURCES**

**2004**

**UPDATED JULY 2, 2004**  
**PAGE 21 DAILY SHIFT RATE**

April 20, 2004

## 2004 INTERAGENCY WILDFIRE RESOURCE WAGE RATES

### WASHINGTON STATE

Refer to the Payment Provisions Section when completing the Emergency Firefighter Time Report, Form OF-288

	HOURLY RATE REGULAR	HOURLY RATE OVERTIME
<b>FIRELINE</b>		
Firefighter 1 and 2	11.50	17.25
Single Resource Boss	16.80	25.20
<b>SKILLED LABOR</b>		
Cook - Head Camp Cook	12.30	18.45
Computer Technical Specialist	20.20	30.30
Dozer/Heavy Equipment Operator	12.30	18.45
Kitchen or Camp Helper	8.40	12.60
Radio Operator (Dispatcher)	10.80	16.20
Time Recorder/Receptionist	9.85	14.80
Truck Driver (under 1 ton)	9.85	14.80
Truck Driver (under 4 tons)	10.80	16.20
Truck Driver (over 4 tons or CDL required)	12.30	18.45
Faller Class A (up to 12" DBH)	10.80	16.20
Faller Class B ( up to 24" DBH)	12.30	18.45
Faller Class C (24" DBH or greater)	20.20	30.30
<b>SUPERVISORY</b>		
Aerial Observer	17.65	26.50
Air Tactical Group Supervisor	20.20	30.30
Air Ops Branch Director	21.85	32.80
Air Support Group Supervisor	20.20	30.30
Air Tanker Coordinator	20.20	30.30
Base Camp Manager	16.80	25.20
Command Staff (T1)	24.40	36.60
Command Staff (T2)	21.85	32.80
Coordinator (Expanded Dispatch)	21.85	32.80
Crew Boss	16.80	25.20
Crew Representative	17.65	26.50

	HOURLY RATE REGULAR	HOURLY RATE OVERTIME
Division Group Supervisor	20.20	30.30
Emergency Medical Technician Basic	17.65	26.50
Emergency Medical Technician Intermediate	18.50	27.75
Emergency Medical Technician Paramedic	18.50	27.75
Equipment Manager	16.80	25.20
Fire Behavior Analyst	20.20	30.30
Fire Investigator	20.20	30.30
Fireline Explosives Advisor	24.40	36.60
Fireline Explosives Blaster In-Charge	18.50	27.75
General Staff (T1)	24.40	36.60
General Staff (T2)	21.85	32.80
Helibase Manager T1	20.20	30.30
Helibase Manger T2	17.65	26.50
Helicopter Coordinator	18.50	27.75
Human Resource Specialist	18.50	27.75
Incident Medical Specialist Manager	18.50	27.75
Incident Medical Specialist Technician	17.65	26.50
Information Officer T2	21.85	32.80
Information Officer T3	17.65	26.50
Infrared Interpreter	17.65	26.50
Interagency Contract Rep.	20.20	30.30
Interagency Resource Rep	20.20	30.30
Ordering Manager	10.80	16.20
Security Manager	12.30	18.45
Staging Area Manager	12.30	18.45
Strike Team Leader	17.65	26.50
Structural Protection Specialist	18.50	27.75
Task Force Leader	17.65	26.50
Unit Leader	20.20	30.30
Water Handling Specialists	17.65	26.50
Weather Observer	10.80	16.20

For positions not listed above, use the Federal to State Conversion Table on page 3 to determine the DNR rates.

## FEDERAL TO STATE CONVERSION TABLE

FEDERAL CLASSIFICATION	FEDERAL HOURLY RATE	EQUIVALENT STATE REGULAR RATE	EQUIVALENT STATE OVERTIME RATE
AD-1	\$9.96	\$8.40	\$12.60
AD-2	11.68	9.85	14.80
AD-3	12.84	10.80	16.20
AD-4	14.60	12.30	18.45
AD-5	20.00	16.80	25.20
AD-5	21.00	17.65	26.50
AD-5	22.00	18.50	27.75
AD-5	24.00	20.20	30.30
AD-5	26.00	21.85	32.80
AD-5	29.00	24.40	36.60
AD-5	30.00	25.20	37.80

### INMATE LABOR RATES

Adults and Juveniles - \$3.60 per hour is to be used on all fire reports and fire billings.

### DOC/DSHS SALARY INFORMATION

**These rates are for cost accounting purposes only.**

For all DOC/DSHS employees \$35.00 per hour

Command Post for DOC Staff \$50.00 per day

## 2004 EQUIPMENT RATES

Refer to the Payment Provisions when completing the Emergency Equipment Use Invoice, OF-286.

### DOZERS AND SKIDDERS

1. Use the horsepower class table and the equipment lists on the following pages to determine the appropriate rate. For equipment not listed, compare similar equipment in higher and lower power classes to assist in determining the rate.
2. Net Flywheel Horsepower is for an engine operating under SAE conditions, with standard engine accessories: muffler, blower fan, air cleaner, and water pump, lubricating pump, fuel pump and alternator. SAE Conditions: Sea level to 500 feet, 29.38" barometer (at sea level) and 35 API gravity fuel oil at 60 degrees F.
3. Do not increase the listed pay rate unless the machine is so unique that it will not be adequately compensated by that horsepower class rate. You must write memo to the Resource Protection Division Manager that explains why the rate increase was made. Attach a copy of the memo to Emergency Equipment Use Invoice and note the situation in your unit log.

#### DOZER POWER CLASS

POWER CLASS	HP RANGE	DAILY SS With Op	DAILY DS With Op	DAILY SS Without OP	DAILY DS Without OP
1	35 - 75	\$874	\$1,516	\$410	\$820
2	76 - 125	\$1,044	\$1,856	\$580	\$1,160
3	126 - 175	\$1,234	\$2,236	\$770	\$1,540
4	176 - 225	\$1,404	\$2,576	\$940	\$1,880
5	226 - 275	\$1,594	\$2,956	\$1,130	\$2,260
6	276 - 350	\$1,794	\$3,356	\$1,330	\$2,660
7	351 - 425	\$2,084	\$3,936	\$1,620	\$3,240
8	426+	Negotiate	Negotiate	Negotiate	Negotiate

## DOZER W/ BLADES

### *Standard Method of Hire*

1. All operating supplies, including fuel
2. Daily work rate
3. One operator
4. Service Vehicle included in rate

When a lowboy and another piece of equipment, such as a dozer, etc. are hired, and both pieces of equipment utilize the same operator, daily payment for the lowboy will be deducted by \$390.00 for a single shift, and \$624.00 for a double shift.

MAKE	MODEL	FWHP	POWER CLASS
Caterpillar	D3B	62	1
	D3C	75	1
	D4D (83J)	65	1
	D4E	75	1
	D4H	95	2
	D4H HT	95	2
	D5 (98 S)	105	2
	D5B	105	2
	D5H	120	2
	D5H HT	120	3
	D6C (10K)	140	3
	D6D	140	3
	D6H	165	3
	D6H HT	180	4
	D7F(73&74)	180	4
	D7G	200	4
	D7H	215	4
	D7H HT	270	5
	D8H (46A)	270	5
	D8K	300	6
	D8L	335	6
	D8N HT	305	7
	D8R HT	305	7
D9G (66A)	385	7	
D9H	410	7	
D9N	370	7	
D9H HT	460	8	
D10	520	8	
D11	770	8	

MAKE	MODEL	FWHP	POWER CLASS
Fiat Allis	FD5	70	1
	FD7	84	2
	8B	88	2
	FD9	107	2
	10C	122	2
	14C	150	3
	FD14E	168	3
	16B	195	4
	FD20	223	4
	21C	300	6
	FD30	300	6
	31	400	7
	FD40	455	8
	FD40B	475	8
	41B	524	8
	FD50	252/500	8
	John Deere	350	42
450		65	1
550		72	1
750		110	2
850		145	3

**DOZERS, continued**

MAKE	MODEL	FWHP	POWER CLASS
<b>Komatsu</b>	D31A	63	1
	D37E	75	1
	D45A	90	2
	D53A	110	2
	D58E	130	3
	D60P	140	3
	D65A	140	3
	D65E-6	155	3
	D65E-7/8	165	3
	D68E	180	4
	D85A	180	4
	D85E-12	200	4
	D85E-18	220	4
	D85E	225	4
	D135A	285	6
	D155A	320	6
	D355A	404	7
	D375A	525	8
	D455A-1	620	8
	D475A	770	8
<b>International</b>	500	44	1
	TD-6	48	1
	TD-7	65	1
	TD-8	75	1
	TD-9	78	2
	TD-12	110	2
	TD-15	140	3
	TD-20	210	4
TD-25	310	6	
<b>Allis</b>	HD-3	40	1
<b>Chalmers</b>	HD-4	50	1
	HD-6	72	1
	HD-11	115	2
	HD-16	150	3
	HD-21	275	5
	HD-41	525	8

MAKE	MODEL	FWHP	POWER CLASS
<b>Case</b>	350	44	1
	450	57	1
	750	63	1
	850	81	2
	1150	125	2
	1450	144	3
<b>Massey</b>	200	44	1
<b>Ferguson</b>	2244	39	1
	MF 300	65	1
	MF 3366	75	1
	MF 400	85	2
	MF 500	136	3
	MF D600C	144	3
	MF D700C	180	4
<b>Terex</b>	82-20	205	4
	82-30	260	5
	82-40	290	6
	82-50	370	7

# SKIDDERS

## SKIDDERS and SKIDGINES

### Standard Method of Hire

1. All operating supplies, including fuel.
2. Daily work rate
3. One operator
4. Service Vehicle included in rate

## SKIDGINES

If a skidder is equipped as a skidgine add the rate as shown by tank size below. Skidgine must have a minimum of a 200-gallon tank and not exceed the manufactures load rating.

200 gal to 399 gal tank add \$86.00 to the rate whether worked as a SS or DS.

400gal to 799 gal tank add \$144.00 to the rate whether worked as a SS or DS.

800 gal tank and over add \$300.00 to the rate whether worked as a SS or DS.

No fiberglass tanks will be accepted. All tanks must be certified and baffled in compliance with NFPA or American Society of Mechanical Engineers standards or other industry accepted engineering standards.

POWER CLASS	HP RANGE	DAILY SS With Op	DAILY DS With Op	DAILY SS Without OP	DAILY DS Without OP
S-1	0 -74	\$834	\$1,436	\$370	\$740
S-2	75 - 99	\$894	\$1,566	\$430	\$860
S-3	100 - 139	\$1,034	\$1,836	\$570	\$1,140
S-4	140 - 199	\$1,184	\$2,136	\$720	\$1,440
S-5	200 - 274	\$1,584	\$2,936	\$1,120	\$2,240
S-6	275+	Negotiate	Negotiate	Negotiate	Negotiate

MAKE	MODEL	FWHP	POWER CLASS
John Deere	440	70	S-1
	440D	80	S-2
	448D	80	S-2
	540	90	S-2
	540A	94	S-2
	548D	100	S-3
	640	110	S-3
	640D/648D	120	S-3
	740	145	S-4
	740A	152	S-4
	360	117	S-3
	380D	126	S-3
	404	117	S-3
	450	126	S-3
	520	172	S-4
	550	178	S-4
	550B	185	S-4

MAKE	MODEL	FWHP	POWER CLASS
Timber Jack	208B	69	S-1
	208E.	65	S-1
	225 Series	84	S-2
	230 Series	84	S-2
	330	84	S-2
	240D	102	S-3
	240E.	112	S-3
	350A	110	S-3
	360	117	S-3
	380D	126	S-3
	404	117	S-3
	450	126	S-3
	520	172	S-4
	550	178	S-4
	550B	185	S-4

## SKIDDERS, continued

MAKE	MODEL	FWHP	POWER CLASS
FMC	180	118	S-3
	220CA	200	S-5
	220GA	200	S-5
Clark	664	96	S-2
Ranger	664B	84	S-2
	665	116	S-3
	666	126	S-3
	667	145	S-4
	668B	166	S-4
	668C	177	S-4
	668	187	S-4
	668 Turbo	212	S-5
	880	267	S-5
Caterpillar	518	102	S-3
	528	175	S-4

MAKE	MODEL	FWHP	POWER CLASS
Garrett	16	70	S-1
	21A	100	S-2
	21A Turbo	125	S-3
	22	135	S-3
	25A	155	S-4
	30	170	S-4
	30A	180	S-4
Massey Ferguson	320	80	S-2
Case	600	82	S-2
	800 Series	108	S-3
International	S 8A	92	S-2
Harvester	S 10	124	S-3

## HYDRAULIC EXCAVATORS

### Standard Method of Hire

1. All operating supplies, including fuel
2. Daily work rate
3. One operator
4. Service Vehicle

When a lowboy and another piece of equipment, such as a dozer, etc. are hired, and both pieces of equipment utilize the same operator, daily payment for the lowboy will be deducted by \$390.00 for a single shift, and \$624.00 for a double shift.

MAKE	MODEL	FWHP	DAILY SS With OP	DAILY DS With OP	DAILY SS Without OP	DAILY DS Without OP
Cat	211	100 or less	\$874	\$1,516	\$410	\$820
Hitachi	EX100-3, EX150					
Cat	215	101-120	\$1,034	\$1,836	\$570	\$1,140
Hitachi	EX2001C-3					
Cat	225	121-160	\$1,194	\$2,156	\$730	\$1,460
Hitachi	EX220LC-3,					
	EX270LC-3					
Cat	235	161-200	\$1,434	\$2,646	\$970	\$1,940
Hitachi	EX300LC-3					
Komatsu	PC400	201-280	\$1,694	\$3,156	\$1,230	\$2,460
Hitachi	EX400LC-3					
Cat	245	over 280	\$2,454	\$4,676	\$1,990	\$3,980

## MOTOR GRADERS

*Standard Method of Hire*

1. All operating supplies, including fuel
2. Daily work rate
3. One operator
4. Service Vehicle

MAKE	MODEL	FWHP	DAILY SS With OP	DAILY DS With OP	DAILY SS Without OP	DAILY DS Without OP
AC	M-70	100-125	\$994	\$1,756	\$530	\$1,060
Austin	101,200,300					
Western						
Cat	112 Series F, 120					
	Series F & G					
Galion	104, 11B, 160, T400, T500					
AC	M-100, 150-C	126-150	\$1,124	\$2,016	\$660	\$1,320
Austin	301, 400					
Western						
Cat	130, 140, 12_G					
	14-E					
Fiat Allis	100-C, 150-C					
AC	M-100, 200-C	151-200	\$1,164	\$2,096	\$700	\$1,400
Cat	14 Series G					
Fiat Allis	200-C					
Champion	D-565, 600, 680					
	740					
Cat	16, 16-G	over 200	\$1,244	\$2,256	\$780	\$1,560
Champion	D-686, 780					
Galion	T-700					
Huber	F-1700, F-1900					

## BACKHOES

*Standard Method of Hire*

1. All operating supplies, including fuel
2. Hourly work rate
3. One operator

FWHP	HRLY WORK RATE	Daily Guarantee
Up to 75	\$ 64	\$320

## DUMPTRUCKS

### Standard Method of Hire

1. All operating supplies, including fuel
2. Daily work rate
3. One operator

Min Capacity	DAILY SS With OP	DAILY DS With OP	DAILY SS Without OP	DAILY DS Without OP
5 yards	\$580	\$1,016	\$220	\$440
10 yards	\$745	\$1,340	\$370	\$740

For calendar days that a dump truck is used both as a dump truck and transport (provides a tilt bed trailer), add \$50.00 to the daily rate.

## WATER TRUCKS - for dust abatement

### Standard Method of Hire

1. All operating supplies, including fuel
2. Daily work rate
3. One operator

Min. Gallon	SPRAY TYPE	DAILY SS With OP	DAILY DS With OP	DAILY SS Without OP	DAILY DS Without OP
1000	All	\$630	\$1,116	\$270	\$540
2500	All	\$865	\$1,580	\$490	\$980
5000	All	\$975	\$1,800	\$600	\$1,200

A water truck for dust abatement is required to have, as a minimum, an eight (8) foot wide spray capability (pressure or gravity). They also must have a 100-gallon per minute (gpm) self-loading capability.

## HEAVY EQUIPMENT TRANSPORT

(Includes Truck Tractor and Trailer)

- LICENSED Common Carrier: Pay Tariff Rates or a pre-negotiated rate. A field order number should be issued to the UTC carriers.
- Owner-Operated Transport Hauling Own Equipment to the Fire: Use daily rental rates from table below.
- Agree on starting time at time of dispatch.
- Dump Truck rate applies if transport is used as a Dump Truck.

SIZE	DAILY SS With Op	DAILY DS With Op	DAILY SS Without Op	DAILY DS Without Op
Pickup with Trailer and Transports				
Under 10 Tons to be Negotiated	NEG	NEG	NEG	NEG
Transport (Dumptruck) and Tilt Bed				
All Tonnage	\$711	\$1,176	\$336	\$576
<b>Tractors &amp; Lowboys</b>				
10 to 19.99 Ton	\$614	\$1,008	\$224	\$384
20 to 29.99 Ton	\$691	\$1,140	\$301	\$516
30 to 39.99 Ton	\$817	\$1,356	\$427	\$732
40 to 49.99 Ton	\$887	\$1,476	\$497	\$852
Over 50 Ton	\$1,013	\$1,692	\$623	\$1,068

## TRANSPORTATION VEHICLES

### *Standard Method of Hire*

1. All operating supplies, including fuel
2. Mileage rate with 40-mile guarantee
3. Operator hired as a casual
4. Overhead Position (IIO, IACR, etc.) vehicles which do not require day to day use of the vehicle on the incident and the vehicle's primary use is to transport the individual from their place of dispatch to the incident, and from the incident back to their point of dispatch or to a new incident will be reimbursed for mileage by the hiring unit using the State travel process (2004 rate is \$.375).
5. Faller and Operations Line (DIVS, Safety, etc.) support vehicles are paid mileage rate from point of hire to the base camp; from base camp to the fire line and return; and from base camp to point of hire.

TYPE	4x2	4x2	4x4	4x4	
	per mile	Guar.	per mile	Guar.	
Overhead Positions (Other than Faller & Operation Line Positions) – All Vehicles	\$0.375	N/A	\$0.375	N/A	See Number 4 Above
Faller & Operations Line Positions - All Vehicles	\$0.45	N/A	\$0.45	N/A	See Number 5 Above
Car	\$0.45	\$18	\$0.50	\$20	Utility - S10 Blazer, Bronco II, 4Runner
Mid Size Truck	\$0.50	\$20	\$0.55	\$22	Truck - Dodge Dakota, Chev S10, Ford Ranger
Full Size Truck (1/2 ton)	\$0.55	\$22	\$0.75	\$30	Utility – Bronco, Blazer, Cherokee Chev C10, K10, Ford / Dodge 150
Full Size Truck (3/4 ton)	\$0.65	\$26	\$0.80	\$32	Chev C-20, K-20, Ford / Dodge 250
Full Size Truck (1 ton)	\$0.70	\$28	\$0.85	\$34	Chev C-30, K-30, Ford / Dodge 350
1 1/2 ton	\$0.90	\$36	\$1.16	\$46	
2 ton	\$1.05	\$42	\$1.30	\$52	
2 1/2 ton	\$1.25	\$50	\$1.50	\$60	
3 ton	\$1.40	\$56			
3 1/2 ton	\$1.60	\$64			
5 ton	\$2.15	\$86			
over 5 ton	\$2.31	\$92			

## BUS

### *Standard Method of Hire*

1. Operating supplies may or may not be supplied by the vendor
2. Mileage rate with 40-mile guarantee
3. Operator hired as a casual

	Rate per mile	Daily Guarantee
Bus 6 to 12 Passenger	\$0.80	\$32
Bus 12 to 24 Passenger	\$1.10	\$44
Bus 25 + Passenger	NEG.	NEG.
Coach 39+	NEG.	NEG.

## WATER EQUIPMENT

1. Determine whether the unit is an engine or a tender.

Engine: Self-propelled unit with a suitable tank, pump, hose, nozzle, plus other accessories necessary to be a well-equipped independent unit, including minimum required hose and hand tools for fire protection. (See Engine/Tender Inventories/Accessories list on pages 23 & 24.)

Water Tender: Any ground vehicle capable of transporting 1,000 gallons or more of water. Tenders should be self-filling and have one of the following: 1) a transfer type pump; and/or 2) a quick dump valve.

2. Engine Type: Is determined by meeting both the minimum requirements (pump capacity [GPM] and tank capacity [gallons]). If an engine only meets one of the minimum requirements, engine is classified at the lowest minimum requirement met. For example: GPM is 70 and tank capacity is 200, the engine would be classified a Type 6; GPM is 20 and tank capacity 750, the engine would be classified Type 7; GPM is 70 and tank capacity is 750, the engine would be classified a Type 4.
3. All-Wheel Drive Allowances: Use the rate tables. Determine the appropriate rate by type of unit and tank capacity. If you specifically order 2-wheel drive units and all-wheel drive is not needed, do not pay the all-wheel drive rate.
5. No payment shall be made for structural firefighting equipment.
6. Staffing Requirements: (per shift)  
Type 6 and 7 engines require 1 engine leader and 1 firefighter.  
Type 4 and 5 engines require 1 engine leader and 2 firefighters.  
A tender requires one operator.

Engines and tenders are not normally hired with more than the required number of operators/firefighters.

## ENGINES AND TENDERS

### *Standard Method of Hire*

1. All operating supplies, including fuel
2. Daily work rate - based on shift configuration
3. One operator/crew for a SS, Two operators/crews for a DS
4. No additional payment for foam use.

## ENGINES

TYPE 4 x 2	MIN PUMP GPM	MIN TANK GAL	DAILY SS With OP	DAILY DS With OP	DAILY SS Without OP	DAILY DS Without OP
7	20	125	\$1,005	\$1,752	\$360	\$720
6	50	200	\$1,077	\$1,896	\$432	\$864
5	50	500	\$1,137	\$2,016	\$492	\$984
4	70	750	\$1,185	\$2,112	\$540	\$1,080
3	120	500+	\$1,257	\$2,256	\$612	\$1,224

TYPE 4 x 4	MIN PUMP GPM	MIN TANK GAL	DAILY SS With OP	DAILY DS With OP	DAILY SS Without OP	DAILY DS Without OP
7	20	125	\$1,077	\$1,896	\$432	\$864
6	50	200	\$1,163	\$2,069	\$518	\$1,037
5	50	500	\$1,235	\$2,213	\$590	\$1,181
4	70	750	\$1,293	\$2,328	\$648	\$1,296
3	120	500+	\$1,379	\$2,501	\$734	\$1,469

114.92/hr

## TENDERS

TYPE	MIN TANK (GAL)	DAILY SS With OP	DAILY DS With OP	DAILY SS Without OP	DAILY DS Without OP
3	1000	\$828	\$1,512	\$468	\$936
2	2500	\$1,059	\$1,968	\$684	\$1,368
2	3500	\$1,155	\$2,160	\$780	\$1,560
1	5000	\$1,227	\$2,304	\$852	\$1,704

## PORTABLE PUMPS

There will be no payment for pumps unless the pump is hired through the resource order system.

*Standard Method of Hire*

1. Dry
2. Daily/Weekly/Monthly
3. Without Operator

Payment is made for each day (24 hours) the pump is on the fireline -- REGARDLESS of use hours.

Size		DAILY RATE	WEEKLY RATE	MONTHLY RATE
1 1/2" - 3.8 cm	Pressure pump	\$25	\$85	\$250
2" - 5.1 cm	Pressure pump	\$30	\$110	\$340
3" - 7.6 cm	Volume (trash) pump	\$45	\$130	\$380
4" - 10.2 cm	Volume (trash) pump	\$60	\$180	\$530
6" - 15.2 cm	Volume pump, trailer mounted	\$240	\$570	\$1,600

## POWER SAWS

*Standard Method of Hire*

1. All operating supplies, including fuel
2. Daily Rate
3. Without Operator (operator/professional faller hired as a casual hire.)

Size Class	DAILY WET RATE
All Classes of Chainsaws	\$50

## MISCELLANEOUS EQUIPMENT

### ALL TERRAIN VEHICLES (ATVs)

*Standard Method of Hire*

1. Daily/ dry
2. Without operator
3. Hire only ATVs with at least four wheels

DAILY RATE	\$70
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## MISCELLANEOUS EQUIPMENT, continued

### GATOR

Flat rate per day on the fireline regardless of hours operated.

*Standard Method of Hire*

1. Dry
2. Daily/Weekly/Monthly, dry
3. Without operator

DAILY RATE	WEEKLY RATE	MONTHLY RATE
\$95	\$260	\$775

### SHOP (SERVICE) TRUCKS

*Standard Method of Hire*

1. All operating supplies, including fuel
2. Hourly work rate with a 5 hour guarantee
3. One certified mechanic for single shift

Hourly Rate w/one Mechanic	Hourly Rate for Mech. Helper	Daily Guarantee
\$65	\$20	\$325

### MECHANIC WITH TOOLS & PICKUP

*Standard Method of Hire*

1. All operating supplies, including fuel
2. Hourly work rate with a 5 hour guarantee
3. One certified mechanic for single shift

Hourly Rate w/one Mechanic	Hourly Rate for Mech. Helper	Daily Guarantee
\$40	\$20	\$200

**FIRE REPORT AND BILLING RATES**  
**DNR EQUIPMENT**

<b>ITEM</b>	<b>RATE</b>
Supply Unit Trailer	\$540 day
Command Post	\$360 day
Shower Unit	\$360 day
Finance Unit	\$125 day
Fuel Truck	\$250 day
LAN Van	\$350 day
Potable Water Truck (wet rate)	\$250 day
Kitchen Unit (does not include crew)	\$650 day
Refrigeration Unit	\$275 day
Helicopter – DNR	\$2,500 flight hour
King Air – (includes pilot's regular time & fuel)	\$500 flight hour
PBY – Federal Agencies	\$675 flight hour
PBY – Non-Federal/Incident Cost Recovery	\$950 flight hour
Foam – All Users	\$73 per load (5 gal)
Probeye, Thermovision, GPS	\$20 hour
Hose (Lost) 1" Angus (cotton jacket)	\$130 per 100'
1-1/2" Angus (cotton jacket)	\$160 per 100'
Toy Hose	\$40 per 100'
Hose Repair	\$25 per break

# RESOURCE PAYMENT PROVISIONS

## PERSONNEL

All fire resources serving at the request of the Department of Natural Resources (DNR) will be paid the 2004 Interagency Wildfire Wage and Equipment Rental Rates as adopted by the Washington Department of Natural Resources. Any changes in rates must be accompanied by written justification from the Incident Commander, Division Supervisor, or Finance Section Chief to the Resource Protection Division Manager.

## TIMEKEEPING

All personnel time is documented on the Emergency Firefighter Time Report, form OF-288. Time for mobilization and demobilization must be kept separate from on fire time. Time must be recorded on a shift basis. Employees may not approve their own time worked. Division Supervisors and Section Chiefs must document time worked for subordinates on a Crew Time Report and turn time reports in daily to the Time Unit. Meal break and personal breaks must be recorded on Crew Time Reports.

## AGENCY PERSONNEL

Personnel from all agencies and career firefighters take the original OF-288 from the incident and deliver it to their home unit.

**NOTE:** Other State and local agency services that fall within that agency's responsibilities are not reimbursable and shall not be a cost to the incident. Examples are activities such as WADOT providing general traffic control or assistance on State roads or a law enforcement agency providing services/aid within their jurisdiction. Other services related directly to the fire, such as specifically requested personnel or equipment may be eligible for reimbursement. An example would be security for fire camp or aviation resources. If payment is to be made, the resource must be ordered through the proper channels. A resource order number is to be assigned and shift tickets/CTRs submitted tracking time.

When an organized crew is hired by the Department and the company retains their employees on the company payroll, the crew boss will deliver the original OF-288 to the company. The company will bill DNR at the standard rates listed in the wage rate table.

## CASUAL HIRES

Personal data listed on the OF-288 including Social Security number, name, and mailing address (where check should be sent), must be completed before payment can be made. An I-9 and W-4 must be completed at the time of each hire. All personnel must sign the OF-288. The agency making payment keeps the original OF-288.

**Pay Rate:** Individuals and non-contract crewmembers will be paid the wage rates listed in the wage rate table.

**Compensable Time:** Employees are compensated for on shift time. On shift time includes travel to and from the point of hire, related waiting time, and/or other travel necessary for the performance of work (such as from base camp to fireline), actual hours worked, and time when an individual is held, by direction or orders, in a specific location fully outfitted and ready for assignment, excluding time spent eating.

Travel time from and to the point of hire is allowed for one round trip. While traveling to and from incidents, OFM travel regulations apply for meal periods and reimbursement.

No travel time will be paid for personnel traveling at their own choice between place of residence, base camp, and/or point of hire. If DNR management decides personnel must return to their official residences or point of hire, then written justification must be attached to payment document before additional travel time will be allowed.

Additional travel time and mileage allowances must be authorized by written justification from a Division Supervisor, Incident Commander or Finance Section Chief and must be attached to the pay document.

**Non-Compensable Time:** Consists of time when individuals are off shift, including eating and sleeping periods and time when the individual can, to a limited degree, pursue activities of a personal nature.

**Workweek Defined:** Seven consecutive 24-hour days, beginning at 0001 on the first day of hire and ending at 2400 on the seventh day. The employee must be informed of the scheduled workweek and the workweek must be recorded on the OF-288. The employee must be employed by the state for 40 hours in the workweek at regular time prior to being paid overtime.

**Subsistence Procedures:** Meals will be provided for individuals staying at camp. No pay deduction is made for fire camp meals.

**Commissary:** Casuals hired by the State and regular State employees are not entitled to payroll deductions for commissary.

#### **FIRE DISTRICT PERSONNEL**

**Volunteer personnel** from fire districts will be hired as Emergency Firefighters at the rates listed in the wage rate table and paid according to the procedures for paying casual hires.

#### **Career Personnel:**

The Finance Section will complete the OF-288. Personnel wage rates for career firefighters shall be actual labor expenses and overtime rates according to each responding agency's labor contracts and pay schedules. The fire district or department will submit a bill documenting their costs to their home DNR Region including the original OF288, OF286 and associated shift tickets and/or CTRs. Any repair orders and fuel usage slips deducted from OF286 must also be attached. The home DNR Region will process the bill and send a copy to the appropriate DNR fire Region.

Career personnel who elect to take leave from their district or department to work for DNR will be paid using the pay rates for casual hires. Note: When career personnel are hired while on leave from their district, they will be covered under DNR L&I, not their fire district insurance.

#### **INMATE LABOR**

Adults and Juveniles – \$3.60 per hour is used on all incident reports and billings.

## EQUIPMENT PAYMENT PROVISIONS

All equipment hired by the State will be paid according to the Interagency Incident Equipment Rates or by a rate established on an Interagency Equipment Rental Agreement. Any changes in rates that exceed those established must be accompanied by written justification, addressed to the Resource Protection Division Manager. If equipment is hired under contracted rates, a copy of the contract must be attached to the OF-286 - Emergency Equipment Use Invoice (EEUI). A W-9 form must be completed at time of initial hire.

### RENTAL RATES

PAY RATES are listed in the rate tables. Transports licensed as common carriers are paid based on the tariff schedule. Pay for equipment rented at hourly rates accrues only when the equipment is under hire and on shift.

EQUIPMENT NOT LISTED in the rate tables should be rented at a reasonable negotiated rate. Reasonable means a rate comparable to that paid for equipment listed that is similar in type, size or function. The Finance Section Chief or Incident Commander must document the negotiation. Rates in the rate tables are for new, or like new, equipment.

HIRE AT WET RATES. Wet means the owners furnish all necessary fuel, maintenance and repairs due to ordinary use on an incident. Time for servicing and repair work is non-compensable. No rental will accrue during any period when equipment is inoperable. If DNR fuels or services equipment, a deduction for these services must be made on the Emergency Equipment Use Invoice, OF-286. Fuel tickets and/or repair orders shall be attached to the OF-286.

### SALES TAX

DNR is required to pay sales tax on purchased goods and services. If a Washington state vendor or out-of-state vendor is not registered with the Department of Revenue (DOR) to collect sales tax, then DNR is required to collect Use Tax and remit it to DOR. If the vendor provided goods or services for an Oregon fire, no sales tax or use tax shall be paid.

#### SALES TAX SHOULD BE ADDED IF:

- Payment is to any **business** (company or person registered with DOR that has a tax reporting UBI number) that is located in the state of Washington.
- Payment is to any fire department/district registered with DOR to collect sales tax. (If in doubt, call fire department/district.)
- Payment is to an out-of-state vendor who is registered with DOR to collect sales tax.

#### WRITE "USE TAX" ON the PAY DOCUMENT IF:

- Payment for equipment hired is to an individual (not a registered business) no matter where he/ she resides.
- Payment is to a Washington company not registered with DOR to collect sales tax. Some types of business are exempt from collecting sales tax, such as farmers/agricultural businesses.
- Payment is to any out-of-state vendor that is not registered with DOR to collect sales tax.
- Payment is to any branch of the federal government.
- Payment is to any fire department/district not registered with DOR to collect sales tax. (If in doubt, call the fire department/district.)

**Note: If a fire crossed county lines, use the county location code for the origin of the first fire. If the fire suppression activities qualify for a Fire Management Assistance Grant (FMAG), the coding is separated by project code, the sales tax/comp tax being divided accordingly between the two projects.**

## TIME RECORDING

The State Agent responsible for ordering and/or directing use of each piece of equipment shall keep time on an Emergency Equipment Shift Ticket rounded as follows:

Hourly Rate - nearest half hour

Daily Rate - nearest half hour

Mileage Rate - nearest mile

Record all time periods where the equipment is inoperable or unavailable.

All mileage, hourly or flat rate rental amounts will be kept on a daily shift basis. Mobilization and demobilization mileage/hours will be recorded separately.

Use hours for all rented equipment shall be recorded on an Emergency Equipment Use Invoice, form OF-286. Make all entries on the OF-286 from a shift ticket signed by the Equipment Group Supervisor, Division Supervisor or Operations Section Chief. Hours worked shall be verified by contractor's or contractor's representative's signature.

## TIME UNDER HIRE

The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the State, and end at the estimated time of arrival back to the point of hire after being released, except:

- If equipment is brought to the fire, made available and subsequently hired, none of the travel is allowed.
- Equipment that fails the pre-use inspection and is not in safe and operable condition will not be reimbursed for travel and is not considered under hire.

No payment will accrue during any period that equipment is not in a safe or operable condition or when Contractor / Owner -furnished operator(s) is not available **for the assigned shift or portions of the assigned shift. Reimbursement will be based on the hours the equipment was operational during the assigned shift, as documented in the Incident Action Plan.**

### **Example:**

*The assigned shift in the Incident Action plan was from 0600 to 1800 hours (12 hours) and the equipment was broken down from 0900 to 1800 hours (9 hours) during the assigned shift. Therefore, the Daily Rate or Guarantee would be 3/12 or ¼ of the amount shown.*

If the owner withdraws equipment and/or operator(s) prior to being released by the State, no further payment shall accrue and the owner shall bear all costs of returning equipment and/or operator(s) to the point of hire.

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 within 24 hours may be demobed. The State will bear the costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

## **ON SHIFT**

On shift time for equipment hired by the hour includes time of actual work, time that equipment is held or directed to be in a state of readiness, and compensable travel (mobilization) that has a specific start and ending time. Transported equipment is not on shift while being transported and is not compensated for travel.

## **DAILY GUARANTEE**

Daily guarantee for equipment hired by the hour is noted in the rate tables. Daily minimum guarantee applies only to equipment hired at an hourly rate and on incidents that require extended attack. The daily minimum payment is used in lieu of standby rates for equipment rental. A daily minimum will be paid to provide fair compensation when an operator/owner makes equipment available for use, but the resulting use is less than expected during a calendar day. If compensated hours are more than the daily minimum listed, then actual hours worked are to be paid. If compensated hours are less than the daily minimum listed, then the daily minimum hours are paid. Daily guarantee is adjusted when equipment is under hire for less than 8 hours in a day. Interagency contracts may have a guarantee that is different from daily minimum listed in the rate tables. Read the contracts for detail.

## **DAILY RATE \*\*\*\*\***

\*\*\*\*\*Daily Rate payment will be made on a shift basis (24 hour period, updated from 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 hire.

Daily Rate may be with or without operator

Daily Rate Single Shift - (SS) is staffed with one operator and/or one crew

Daily Rate 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 **ordered** and under hire, including travel.

Agency personnel at the Section Chief Level may, by written order, authorize a second operator or crew (Double Shift), if needed during the assignment.

## **SINGLE SHIFT**

More than 8 hours in a 24 hour period when equipment is operating, held or directed to be in a state of readiness, and conducting compensable travel. Note: Equipment ordered for a single shift but is on shift for more than 16 hours in a 24-hour period does not receive additional compensation.

## **VEHICLES BELONGING TO OPERATIONS LINE PERSONNEL, FALLERS & CASUALS**

Operational Line Personnel and Fallers are hired for their technical support. Line Personnel (DIVS, Safety, etc.) and Faller vehicles which are required to support their day to day operations on the incident will be paid at \$0.45 per mile from the point of hire to the base camp; from the base camp to the fire line and return; and from the base camp to the point of hire, upon release. There is no minimum guarantee for mileage each day. Payment is based on actual miles and paid on an OF286.

Overhead personnel who use their vehicles primarily to transport the individual from their place of dispatch to the incident and from the incident back to their point of dispatch or to a new incident, and do not need day to day use of their vehicle on the incident will be reimbursed for their vehicle mileage through a travel expense voucher (regular State employees) or an A-19 Invoice voucher (casuals) as specified in the state travel rules.

### **TRANSPORTATION VEHICLES WITH OPERATOR**

Vehicle with Emergency Firefighter Operators hired for the sole purpose for the use of the vehicle will be paid at the mileage rate or daily guarantee, which ever is greater, as published in the rate tables.

### **HEAVY EQUIPMENT/TRANSPORTS**

When a lowboy and another piece of heavy equipment, such as a dozer, are provided with a single operator to operate BOTH pieces of equipment, adjustments to the payment amount will be made as follows: Dozer or other heavy equipment will be paid at the actual rate, and the transport rate will be reduced by \$390.00 for a Single Shift, and by \$624.00 for a Double Shift.

### **SERVICE VEHICLES**

The rate of pay shown for heavy equipment includes service vehicles. No additional payment will be made for a service vehicle (or operator) that accompanies the heavy equipment to the incident.

### **PILOT/FLAG VEHICLE(s)**

The pay rate includes pilot/ flag vehicles. No additional payment will be made for pilot/flag vehicles or operators.

# ENGINE/TENDER INVENTORIES/ACCESSORIES

## ENGINES

### Accessories required if the pump is operated by an auxiliary engine:

Sufficient extra spark plugs to replace all plugs in engine in any auxiliary pump engines used

- 1 - wrench, adjustable, 10"
- 1 - wrench, spark plug, unless the adjustable wrench is suitable for use with spark plugs
- 1 - pliers, slip joint, 6"
- 2 - quarts oil, crankcase, if engine is the type that requires crankcase oil
- 1 - screwdriver, blade type, 4"
- 1 - screwdriver, phillips type, 4"
- 2 - rope starters, if engine can be started with a rope
- 1 - gun, grease (filled), if the pump type requires periodic greasing

These accessories shall be stored on or near the pump in a suitable compartment or box. A list of the contents shall be posted inside the compartment or box and be visible when the storage compartment is open.

## PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

- Boots, leather, lace-up type, minimum 8" high, with lug-type sole
- Hard Hat, PLASTIC, with chinstrap – 1 per person
- Gloves, leather - 1 pair per person
- Goggles – 1 pair per person
- Canteen, one-quart size - 1 per person
- Fire Shelters – 1 per person
- Flame Resistant Clothing (shirt and trousers)

## MANDATORY ACCESSORIES FOR ALL ENGINES

- Fuel to operate for 12 working hours
- 1 - suction screen to match capacity of pump
- 1 - spanner wrench, suitable to fit ALL sizes of hose supplied
- 1 - hose clamp
- 1 - compartment box for accessories with visible list of contents

## MINIMUM ENGINE INVENTORY

- Hose: 400' – 1-1/2"
- Nozzles: Combination Fog/Straight Steam – 4 each, 1"
- Suction Hose with Screened Foot Valve or Strainer: 24' of 2-1/2"
- Shovels: 2 each (size0)
- Pulaksi: 2 each
- Fire Hose Clamp: 1 each
- Spanner Wrench: Combination, 1 each, 1" to 1-1/2"
- Live Reel/Basket Hose: 200', 1" NPSH
- Adapters: 2 each, 1-1/2" NF Female to 1-1/2" NPSH Male
- Adapters: 2 each, 1-1/2" NPSH female to 1-1/2" NH Male
- Double Male: 1 each, 1-1/2" NH
- Double Female: 1 each, 1-1/2" NH
- Double Male: 1 each, 1" NPSH
- Double Female: 1 each, 1" NPSH
- Gated Wye: 4 each, 1-1/2" NH
- Reducers: 4 each, 1-1/2" NH to 1" NPSH Male
- Adapters: 2 each, ¼ turn to 1-1/2" NH (1 Female and 1 Male)

## ENGINE/TENDER INVENTORIES/ACCESSORIES (CONT.)

### MINIMUM ENGINE INVENTORY (CONT.)

BackPack Pumps: 2 each  
Drinking Water: 1 Gallon Canteen, filled  
First Aid Kit: 1 each, 5-person  
Head Lamps: 3 each (w/batteries)  
Fuel to operate pump and engine (minimum 5 gallons)  
Fire Shelter – 1 per person (NFPA Approved)

### TENDERS:

Pump GPM:		200gpm – all types
Discharge Outlets:	Type 1	2 each – 1-1/2" NH thread
		1 each – 2-1/2" NH thread
	Type 2 & 3	2 each, 1-1/2" NH thread
Hose:	All Types	200' – 1-1/2" NH thread
		30' – 2-1/2" NH thread
1" Combination Nozzle:	All Types	1 each with 1-1/2" NH thread
Suction Hose w/Screened Foot Valve or Strainer	All Types	24'
Adapters:	All Types	2 each – ¼ turn 1-1/2" NH adapter (1 Female and 1 Male) 1 each – 1-1/2" NH Double Male 1 each – 1-1/2" NH Double Female 1 each – 1-1/2" NH Gated Wye 2 each – 2-1/2" NH to 1-1/2"NH Reducer 2 each – 1-1/2" NH Female to 1-1/2" NPSH Male Adapter
Firefighting Tools:		1 each – Shovel (size0)
		1 each – Pulaski
		1 each – Fire Shelter

### MANDATORY ACCESSORIES REQUIRED TO BE WITH EACH TENDER

Fuel to operate the pump and engine for 12 working hours  
1 (one) suction screen suitable to match the capacity of the pump  
1 spanner wrench, suitable to fit each size hose supplied, including suction hose  
1 hose clamp  
1 hydrant wrench

### THE FOLLOWING ARE SPECIFIC SAFETY ITEMS REQUIRED FOR VEHICLES:

Reflective flairs, 1 set of 3  
Fire extinguisher (4BC or better)  
Wheel chocks  
Warning Device

**DEVELOPMENT AGREEMENT**  
**Between**  
**KITTITAS COUNTY, WASHINGTON**  
**And**  
**SAGEBRUSH POWER PARTNERS, LLC**

**EXHIBIT H**

**FFA LETTERS & DETERMINATION OF NON HAZARD  
CERTIFICATE**



Federal Aviation Administration  
Alaska Regional Office, AAL-535  
222 West 7<sup>th</sup> Avenue, Suite 14  
Anchorage, AK 99513-7587

Aeronautical Study Number  
2004-ANM-1152-OE  
Through Aeronautical Study Numbers  
2004-ANM-1284-OE

Issued Date: March 6, 2006

Andrew Young  
Sagebrush Power Partners, LLC  
210 SW Morrison Street, Suite 310  
Portland, OR 97204

**\*\* EXTENSION \*\***

A Determination was issued by the Federal Aviation Administration (FAA) concerning:

Project:	Kittitas Valley Wind Power Project
Structure Type:	121 wind turbines, model H-23
Location:	Ellensburg, WA
Heights:	410 feet above ground (AGL)

In response to your request for an extension of the effective period of the determination, the FAA has reviewed the aeronautical studies in light of current aeronautical operations in the area of the Kittitas Valley Wind Power Project (121 turbines) and finds that no significant aeronautical changes have occurred which would alter the determinations issued for this project.

Accordingly, pursuant to the authority delegated me, the effective period of the determinations issued under the above cited aeronautical study numbers are hereby extended and will expire on September 6, 2007 unless otherwise extended, revised, or terminated by this office.

This extension issued in accordance with 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerns the effect of the wind turbine structures on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact Kathie Curran (425) 227-2558 or Robert van Haastert (907) 271-5863. On any future correspondence concerning this matter, please refer to Aeronautical Study Numbers 2004-ANM-1152-OE through 2004-ANM-1284-OE.

Signature Control No: 393290-443264

**Robert van Haastert**  
**Specialist, Obstruction Evaluation Service**

**From:** robert.van-haastert@faa.gov [mailto:robert.van-haastert@faa.gov]  
**Sent:** Tuesday, November 15, 2005 3:27 PM  
**To:** Valerie Schafer  
**Subject:** Re: County permit for Kittitas Valley

Valerie,

The Determinations will not change with slight changes (feet not miles) in the lat/long positions of this Wind Turbine project, as long as they are all within the same "box/geographical location." Any change in the number of wind turbines in this project will necessitate revalidation of lighting requirements but the overall Determinations won't change.

If the county would like me to call them, please pass me the contact information.

Robert van Haastert  
Anchorage OES / AAL-535  
work: (907) 271-5863; fax: (907) 271-2850