

CONTENTS OF AGREEMENT PACKET

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT ("CALL WHEN NEEDED")

NOTE: This packet of documents is to be used FOR PRE-SEASON AGREEMENTS for dozers, heavy equipment, fallers, ambulances, fire camp support (such as portable toilets, showers, kitchens, yurts, generators), buses/vehicles, and aircraft/aviation support.

These documents are NOT to be used for emergency contracts executed during fire season, hiring individual firefighters, or agreements between DNR and other firefighting agencies.

1. Contractor's checklist prior to submitting agreement packet
2. Fire Suppression Resources Availability Agreement
3. Attachment A – Contractor Contact Information and Insurance Certificates
4. Attachment B – Availability and Standby Rates
(DNR Standard Wage & Equipment Rate Guide)
5. Attachment C – Wage & Equipment Rates that Differ from the Guide
6. Attachment D – Equipment and Operator Specifications

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT NO.

CONTRACTOR'S CHECKLIST PRIOR TO SUBMITTING AGREEMENT PACKET
THIS FORM IS NOT PART OF THE AGREEMENT

BEFORE DNR SIGNS THIS AGREEMENT, CONTRACTOR NEEDS TO –

- Let DNR know which, if any, of the equipment is under a current FEDERAL resource availability “VIPR” contract. (If Contractor has a VIPR agreement, a separate agreement with DNR may not be needed.)
- Complete and sign agreement, initial bottom of pages where indicated.
- Complete Attachment A with contact information and attach certificates of insurance coverage.
- Review and Initial Attachment B –Availability and Standby Rates
- If needed, complete (with DNR) Attachment C – Wage & Equipment Rates that differ from the Guide.
- Obtain copy of DNR’s Standard Wage & Equipment Rate Guide.
- Complete Attachment D – Equipment and Operator Specifications

**BEFORE CONTRACTOR’S EQUIPMENT/OPERATOR ENGAGE IN FIREFIGHTING
ACTIVITY AT AN INCIDENT -**

- Obtain DNR’s pay document forms and confirm your DNR point of contact and submittal address.

Return both copies of entire signed agreement packet with all applicable attachments to:

State of Washington
Department of Natural Resources
Attention: _____

Please retain copies for your records.
A completed signed agreement will be returned to you.



WILDFIRE

FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT

DNR Agreement No. _____

This Agreement is entered into by the State of Washington, Department of Natural Resources, hereafter referred to as DNR, and _____ hereafter referred to as the Contractor.

Purpose: The purpose of this Agreement is to contract for equipment and services from the Contractor to be used for fire suppression activities when under the supervision of DNR –recognized wildland fire personnel.

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, and trained/certified personnel necessary to meet or exceed the Agreement requirements to perform the work in a safe manner and to a professional standard. By entering into this Agreement with DNR to provide wildfire suppression resources, Contractor certifies and agrees that its equipment and operators will meet or exceed DNR's minimum specifications.

The Contractor understands this Agreement will be used only when needed as determined solely by DNR. DNR is not obligated to use the Contractor. DNR is obligated to compensate the Contractor only if the Contractor is dispatched to a wildfire incident by DNR and the Contractor otherwise complies with all of the material terms of this Agreement.

Authority: Under RCW 76.04.015 and RCW 76.04.181, DNR may enter into preemptive agreements with landowners and others who have firefighting capability that may be utilized in DNR wildland fire suppression efforts.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated herein by reference, the parties mutually agree as follows:

1.01 The Contractor Shall:

- (a) When requested by DNR, promptly provide the requested personnel and equipment for fire suppression operations or to be on standby for such operations.
- (b) Comply with the personnel and equipment requirements contained in this Agreement, including all Attachments which are incorporated herein by reference.
- (c) Require the Contractor's personnel and equipment to be under the supervision of DNR-recognized wildland fire personnel when engaged or supporting in fire suppression

activities. Such personnel and equipment must remain under such supervision until DNR-recognized wildland fire personnel release them from the assigned wildfire incident (Incident).

- (d) Ensure the personnel and equipment furnished under this Agreement meet the standards specified in this Agreement to accomplish the fire suppression activities as assigned.
- (e) Ensure all personnel provided have training and qualifications for the work performed under this Agreement, evidenced by possession of a valid DNR safety and skills qualification document, or the equivalent as determined by DNR.
- (f) Ensure all personnel arrive at the Incident with the proper personal protective clothing and equipment (PPE) consistent with the criteria of WAC 296-305-07012 Personal protective clothing and equipment for wildland firefighting. The 2005 edition of NFPA 1977, Standard Protective Clothing and Equipment for Wildland Firefighting, shall serve as a guideline for determining performance characteristics of this clothing. Contractor shall be responsible for ensuring the PPE is operable, used, and maintained in good repair throughout the duration of any assignment. PPE shall include:
 - (1) Protective apparel
 - (A) Hardhat/helmet
 - (B) Upper torso shirt, Flame Resistant Aramid, and lower torso Flame Resistant Aramid (Nomex) Pants
 - (C) Gloves – Leather
 - (D) Goggles
 - (2) Boots – Leather lace-up of sturdy construction which shall extend upward a minimum of 8 inches above the top of the sole, which shall be slip resistant.
 - (3) Fire Shelter – Must meet or exceed the United States Forest Services’ Missoula Technology and Development Center (MTDC) design criteria and performance requirements for “new generation fire shelters.”
- (g) Be responsible for any fines or penalties imposed upon the Contractor or the Contractor’s employees or equipment.
- (h) Bring this Agreement, including Attachments and any amendments, to the Incident, and upon arrival at the Incident, present these documents to the Incident Timekeeper or other point of contact provided by DNR.

2.01 DNR Shall:

- (a) Provide dispatch instructions to the Contractor when assigned to fire suppression operations or when placed on standby.
- (b) Release the Contractor’s personnel and equipment as soon as possible when no longer needed at a wildfire incident.
- (c) Provide safety training and certification to Contractor’s personnel, or accept other

certified training in lieu of DNR training, in DNR's sole discretion.

- 3.01 Period of Performance:** Subject to its other provisions, this Agreement shall be effective on the last signature date of this Agreement, and shall remain in full force and effect until _____ unless extended by mutual agreement or terminated by either party as provided herein.
- 4.01 Independent Capacity of Contractor:** The Contractor and its employees or agents performing under this Agreement are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the state of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to such employee under Washington law.
- 5.01 Right of Inspection:** The Contractor shall provide right of access to its facilities, equipment and personnel to DNR, any of its employees, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.
- 6.01 Compensation and Payment:** The Contractor shall be compensated for services provided under this Agreement in accordance with DNR's current Wage & Equipment Rate Guide for Wildfire Resources (Guide), which is incorporated herein by reference. Any equipment and services rates that vary from the Guide must be agreed upon by both parties in writing, using Attachment C to document rates that vary from the Guide.

DNR will pay Contractor upon acceptance of services provided and receipt of complete and accurate pay documents, at the DNR office indicated on the Checklist. In order to be paid, the Contractor will need to use the forms provided by DNR when the Contractor checks in at an Incident. Payments made by DNR shall be considered timely if DNR authorizes the release of payment within thirty (30) days after receipt of Contractor's pay documents deemed acceptable by DNR. Payment shall be sent to the address designated by the Contractor.

Deductions: The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees, or any other taxes, insurance or expenses. Contractor is solely responsible for all such deductions.

- 7.01 Licensing, Accreditation and Registration:** The Contractor shall comply with all applicable local, state and federal laws, licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.
- 8.01 Subcontracting:** The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of DNR. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to DNR for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances

and certifications set forth in this Agreement and all documents attached and incorporated by reference are carried forward to any subcontracts.

9.01 Insurance Requirements: The Contractor shall, at its own expense, obtain insurance coverage which shall be maintained in full force and effect during the term of the Agreement. The Contractor shall furnish to DNR a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below, at the time of Contractor's execution of this Agreement. Contractor shall submit renewal certificates as appropriate during the term of this Agreement. At no time whatsoever shall the Contractor engage in work under this Agreement without the required insurance coverage in full force and effect.

Additionally, the Contractor is responsible for ensuring that any sub-Contractors provide adequate insurance coverage for the activities arising out of subcontracts.

Liability Insurance

- 1) Commercial General Liability Insurance (CGL): Contractor shall maintain commercial general liability (CGL) insurance, including contractual liability, in an adequate amount to protect against legal liability arising out of this Agreement, and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.
- 2) Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

The above insurance policy(ies) shall include the following provisions:

1. *Additional Insured.* The state of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

2. *Cancellation.* The State of Washington, Department of Natural Resources, shall be provided written notice before cancellation or non-renewal of any insurance referred to required herein, in accord with the following specifications –

Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

3. *Identification.* Policy must reference this DNR Fire Suppression Resource Availability Agreement.
4. *Insurance Carrier Rating.* All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Department of Natural Resources' Risk Manager, or the Risk Manager for the State of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC
5. *Excess Coverage.* By requiring insurance herein, the DNR does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Agreement.

10.01 Non-Discrimination: During the performance of this Agreement, the Contractor shall comply with all federal and state non-discrimination laws, regulations, and policies. In the event of the Contractor's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DNR.

11.01 Indemnity: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the negligence of Contractor or the negligence of Contractor's agents and employees in the performance of this Agreement. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor of Contractor or its

employees.

Contractor's obligation to indemnify, defend, and hold harmless the State shall not extend to claims that arise from the sole negligence of the State. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officials, agents or employees.

12.01 Retention of Records: The Contractor shall maintain books, records, documents and other materials, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and state or federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain these materials for six (6) years following the date of final payment or termination, whichever occurs later. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

13.01 Termination of Agreement for Cause: In the event DNR determines the Contractor has failed to comply with the conditions of this Agreement in a timely manner, DNR has the right to terminate this Agreement. Before terminating the Agreement, DNR shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 10 calendar days, the Agreement may be terminated. DNR shall promptly notify the Contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

In the event of termination, the Contractor shall be liable for damages as authorized by law. The rights and remedies of DNR provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

DNR reserves the right to suspend all or part of this Agreement, without further payments, or prohibit the Contractor from incurring additional obligations of funds during an investigation of the alleged compliance breach, or a decision by DNR to terminate the Agreement.

14.01 Termination for Funding Reasons: DNR may unilaterally terminate this Agreement in the event that funding from federal, state or other sources becomes no longer available to DNR, or is not allocated for the purpose of meeting DNR's obligation hereunder. Such action shall be effective when DNR sends written notification of termination.

15.01 Termination for Convenience: Except as otherwise provided in this Agreement, DNR may, by giving five calendar days written notice to the Contractor, beginning on the second day after the mailing, terminate this Agreement in whole or in part. If this Agreement is so terminated, DNR shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

16.01 Conflict of Interest: DNR may, in its sole discretion, by written notice to the Contractor, terminate this Agreement if it is found after due notice and examination by DNR, that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided above, the DNR shall be entitled to

pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor. The rights and remedies of the DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

17.01 Disputes: Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the delegate authorized to act on behalf of the Commissioner of Public Lands (Agent).

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the Contractor's name, address, and Agreement number; and
 - Be mailed to the Agent and the other party's (respondent's) Agreement manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within 5 working calendar days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18.01 Jurisdiction/Venue/Attorneys' Fees:

This Agreement shall be construed and interpreted under the laws of the state of Washington and the venue of any action brought under this Agreement shall be in the Superior Court of Thurston County. The Contractor, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter. In the event of litigation or other action brought to enforce the terms of this Agreement, each party agrees to bear its own attorneys' fees and costs.

19.01 Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

20.01 Waiver: A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the DNR and attached to the original Agreement.

21.01 Assignability: This Agreement, and any claim arising under this Agreement, cannot be assigned or delegated by the Contractor either in whole or in part.

22.01 Entire Agreement: This document and Attachments hereto incorporated by reference contain all covenants, stipulations, and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein, except for extension of the completion date. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

23.01 Agreement Managers:

The Agreement Manager for the Contractor is:

Name: _____

Address: _____

Phone: _____

The Agreement Manager for DNR is:

Name: _____

Address: _____

Phone: _____

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR:

Dated: _____, 20 ____

By: _____

Name: _____

Title: _____

Mailing Address: _____

Email: _____

Telephone: _____

FTIN: _____

UBI Number: _____

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20 ____

By: _____

Name: _____

Title: _____

Mailing Address: _____

Email: _____

Telephone: _____

ATTACHMENT A
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT

Contractor Contact Information and Insurance Certificates

Company Name: _____

Address: _____

City State Zip

Many incidents occur at night or on weekends. It is essential that we have a primary and alternate contact as well as a 24-hour phone number.

Primary Contact Person: _____

Telephone: Day _____ Night _____

Cell Phone Number _____ Fax _____

Email Address: _____

Alternate Contact Person: _____

Telephone: Day _____ Night _____

Cell Phone Number _____ Fax _____

Email Address: _____

Attach certificates confirming insurance coverage in effect at the time of Contractor's execution of this Agreement. Insurance coverage required in this Agreement must be maintained in full force and effect during the term of the Agreement. Renewal certificates are to be submitted to DNR as appropriate during the term of this Agreement. **At no time whatsoever shall the Contractor engage in work under this Agreement without the required insurance coverage in full force and effect.**

Please check the boxes below indicating these forms are attached.

- Commercial General Liability
- Business Auto Policy
- Employer's Liability ("Stop Gap") Insurance
- Aircraft Insurance

ATTACHMENT B
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT
AVAILABILITY AND STANDBY RATES

DNR's Wage and Equipment Rate Guide for Wildfire Resources (Guide) will be used to determine compensation to Contractor for services provided under this Agreement. DNR will not issue payment of amounts exceeding those of the Guide unless both parties agree in writing using Attachment C to document rates that vary from the Guide. The complete current Guide is available at: http://file.dnr.wa.gov/publications/rp_fire_wage_equipment_rates.pdf

1. DNR is not obligated to use the services of Contractor at an incident unless the Contractor has been dispatched to that incident through DNR.
2. When the Contractor is dispatched to an incident, the Contractor's representative (usually the operator), must check-in upon arrival with the incident time keeper, or with a contact provided by DNR _____ Region dispatch.
3. Daily Rate payment will be made on a basis of calendar days (0001-2400 hours, military clock) and in accordance with DNR's current Wage & Equipment Rate Guide for Wildfire Resources (Guide). Payment is based on the hours under hire per calendar day, not per assigned incident.

APPLICABLE TO EQUIPMENT AND OPERATORS:

1. Daily Shift Rate includes operator, equipment and transportation.
 - a. Daily Rate Single Shift (SS) – equipment is staffed with one operator.
 - b. Daily Rate Double Shift (DS) – equipment is staffed with two operators.
The DS rate will apply any calendar day the DS was ordered and under hire, including travel.
2. For fractional days at the beginning and ending of assignment to the incident, payment will be based on 50 percent of the Daily Rate for periods less than eight (8) hours under hire.
3. On certain incident dispatches, DNR may request the Contractor to provide equipment and an operator for a double shift. Daily double shift for the purpose of this Agreement is defined as the ability of the Contractor to provide an operator to insure the equipment can be in use by DNR for a period of at least twenty-four hours and at least two operators are scheduled so that any one operator will not exceed 16 hours worked in that twenty-four hour period.
4. On any incident, Contractor and all operators must comply with the 2:1 work/rest ratio. The 2:1 work/rest ratio requires personnel to receive one (1) hour of rest or sleep away from the incident, for every two (2) hours worked in a 24-hour period on the incident. For example, if an equipment operator works a 16-hour shift, the operator must be given 8 hours of rest or sleep.

5. **Stand-by** is defined as a time when the Cooperator's equipment and operator are not assigned to an incident but are being compensated by the DNR for the availability for dispatch to an incident. The operator, dozer and transport must be available for immediate dispatch or have the ability to be en-route to an incident in no more than 30 minutes. At the time DNR contacts the Cooperator for stand-by, they must indicate their availability to commit to a minimum of five (5) hours of stand-by time. If the Cooperator meets the standby requirements, they may be placed on stand-by and will be compensated for a minimum of five (5) hours of stand-by at the rate as agreed between the Cooperator and DNR through this Fire Suppression Resources Availability Agreement.

However, should the Cooperator's equipment and operator be dispatched to a fire during the time that they are on standby, the Cooperator will be paid for the actual hours of standby and the applicable shift rate (Daily or Double). The 5 hour minimum standby rate will not be paid.

If the Cooperator agrees to be placed on stand-by, but cannot commit to more than five (5) hours, the Cooperator is required to notify DNR a minimum of two (2) hours prior to going off stand-by. If the Cooperator cannot complete a minimum of five (5) hours of stand-by for any reason (mechanical breakdown, other commitments, etc...) then the Cooperator will be paid for actual time that the equipment was available for stand-by.

EXAMPLES:

Actual rates will be determined based upon DNR's Guide. Dollar values shown below are provided for illustrative purposes only.

Example #1: Contractor is hired on August 5th at 2000 hours and works continuously until 1200 on August 6th. Payment would be as follows: \$500 for the SS on the 5th (2000-2400 hours is less than 8 hours under hire so payment is 1/2 of the SS rate) and \$1000.00 for the SS on the 6th. Total amount due is \$1500.00.

Example #2: Contractor is hired on August 10th at 1600 hours and works until 0300 hours on August 11th. At 2100 hours on the 10th DNR notifies Contractor to work a double shift with an additional operator to arrive at 0600 August 11th and work until 1800 hours. Payment would be as follows: \$1000 for the SS on the 10th (1600-2400) and \$1500 for the DS on the 11th (0001-0300 and 0600-1800) for a total amount due of \$2500.00. All hours on the 11th are considered DS because notification for DS was given on 10th that a second operator would be needed for the 11th.

Example 3: Contractor is dispatched to Incident A at 1330 hours. They remain at Incident A until 1645 hours at which time they are reassigned to Incident B and work until 2300 hours the same day. Payment will be made at the Daily Rate Single Shift for the hours under hire for both Incidents A and B. Total amount due is \$1,000.00 for the SS.

Cooperator Initial ____ Date _____

DNR Initial ____ Date _____

_____ ATTACHMENT C
 FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT
 WAGE & EQUIPMENT RATES THAT DIFFER FROM THE GUIDE

**NOTE: DNR WILL NOT ISSUE PAYMENT OF AMOUNTS EXCEEDING THOSE OF THE
 WAGE AND EQUIPMENT RATE GUIDE UNLESS BOTH PARTIES AGREE IN
 WRITING USING THIS ATTACHMENT TO DOCUMENT RATES THAT VARY FROM
 THE GUIDE.**

Equipment	Description	Qty	Location	Rate	Rate description (daily, hourly)	Other charges	Comments
<i>EXAMPLE Chipper</i>	<i>12" whole tree chipper</i>	<i>1</i>	<i>Olympia, WA</i>	<i>\$100</i>	<i>Daily</i>		

Cooperator Initial _____ Date _____

DNR Initial _____ Date _____

ATTACHMENT D
FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT
HEAVY EQUIPMENT AND OPERATOR SPECIFICATIONS

NOTE: WHEN SUBMITTING THE AGREEMENT PACKET TO DNR,
CONTRACTOR IS TO ATTACH:

D1. LIST OF EQUIPMENT

**D2. LIST OF OPERATORS WITH OPERATOR EXPERIENCE AND SAFETY
TRAINING CERTIFICATION**

D3. EQUIPMENT INSPECTION CHECKLIST(S)

1. **By entering into this Agreement with DNR to provide wildfire suppression resources, Contractor certifies and agrees that its equipment and operators will meet or exceed DNR's minimum specifications.** Contractor shall obtain equipment inspection checklists, operator experience, and safety training certification requirements. **Inspection checklists and operation certifications confirming compliance with all requirements must be presented to DNR before Contractor or any of its personnel engage in wildland fire operations.** Equipment must be able to pass inspection, and operators must be fully qualified, for the entire term of this Agreement.
2. Contractor's list of equipment the Contractor agrees to provide **is to be attached to and submitted to DNR. The list is incorporated into the Agreement and should be labeled "Attachment D1."** In the list, Contractor must describe, at a minimum:
 - Type of equipment
 - Year of Manufacture
 - Make/Model
 - Pertinent capacity information (HP, wattage, max. occupancy, etc.)
 - Auxiliary equipment (lights, winch, etc.)
 - Physical location of the equipment at its home base
 - Type of transportation to/from Incident
3. The list of operators Contractor agrees to provide is **to be attached and submitted with this Agreement, labeled as "Attachment D2."** In the list, Contractor must describe for each operator, at a minimum:
 - Operator's Name
 - Geographic location of Operator's home base
 - General description of experience operating this equipment
 - General description of wildland fire experience
 - Does operator have certification of current safety training?**
4. Contractor should provide a **brief description of their operators' experience to be attached and submitted with this Agreement, labeled as "Attachment D2"**, such as prior experience operating this specific type of equipment in a wildland firefighting setting. **Each operator also must present to DNR certification documents proving the operator is trained for the work to be performed under this Agreement, evidenced by possession of a valid DNR safety training document and skills and experience document, or the**

equivalent as determined by DNR. Certified annual safety training must meet or exceed DNR Fire Safety Training and at a minimum must include: wildfire shelter deployment, required Personal Protective Equipment (PPE), ten (10) standard fire orders, eighteen (18) watch-outs, and common denominators in tragedy fires. **An operator may not be used on a DNR fire until proving current annual DNR Fire Safety Training or other acceptable certified training acceptable to DNR.**

5. Contractor's equipment must be presented to DNR for inspection upon reporting to an assignment at each wildland fire incident, before engaging in wildland fire operations. DNR will inspect mechanical and safety conditions on all equipment. **The completed equipment inspection checklist is required, is incorporated into this Agreement and should be labeled "Attachment D3."** DNR retains the right to deny the hiring or use of any equipment determined by DNR to have failed to materially meet the inspection requirements.

Cooperator Initial _____ Date _____

DNR Initial _____ Date _____

ATTACHMENT D1 cont.

TENDERS						
Type	Pump Capacity Gallons/Minute	Tank Capacity # of Gallons	Water Bar		Potable	4x2 or 4x4
			Y	N	Y	N
			Y	N	Y	N
			Y	N	Y	N
			Y	N	Y	N

MISCELLANEOUS HEAVY EQUIPMENT (Skidders, Skidgens, Excavators, Etc.)							
Year and Make	Model	Does Equipment Have:				Type of Transportation	
		Lights	ROPS		Winch		
		Y	N	Y	N	Y	N
		Y	N	Y	N	Y	N
		Y	N	Y	N	Y	N
		Y	N	Y	N	Y	N
		Y	N	Y	N	Y	N

FALLERS	
NAME	PHONE

MISCELLANEOUS
Please list any additional equipment that you may have which would be available for use in fireline assignments.