



DNR PRE-SEASON APPLICATION AND AGREEMENT LOGISTICS - TRAILER MOUNTED HANDWASH AND SHOWERS

A. APPLICATION INSTRUCTIONS – SUMMARY:

1. Preseason Agreements are agreements used to support or engage in fire suppression. These agreements serve as an organized way to make our agency aware of private resources that may be available for hire within a geographic area or service specialty. To sign up as a Logistical Support System Provider, please follow the instructions below.
2. A Statewide Vendor Number (SWV#) is required for all vendors in order to receive payment. Please visit the Office of Financial Management (OFM) Statewide Vendor/Payee Services site to verify if your entities have a SWV# or complete the [Statewide Vendor Payee](#) Form if needed.
3. Only Contractors who submit a complete Application/Agreement and certify to comply with all of the Application/Agreement terms and conditions will be added to DNR's Pre-Season Agreement source list.
4. The Applicant/Contractor owner or authorized representative must sign this DNR Pre-Season Application/Agreement in two places for it to be valid:
 - a) End of Section F - Read and Sign the Waiver and Release of Liability
 - b) End of Section G - Read and Sign the Application/Agreement
5. Submit the completed, signed Application/Agreement in its entirety per the instructions as outlined within to:

PHYSICAL ADDRESS:

Department of Natural Resources
Wildland Fire Management Division
ATTN: Wildfire Preparedness Coordinator
1111 Washington Street SE, 4th Floor
MS 47037
Olympia, WA 98504-7037

OR

EMAIL ADDRESS:

PreseasonAgreement@dnr.wa.gov



B. CONTRACTOR INFORMATION:

Contractor Information:

CONTRACTOR NAME		
CONTRACTOR'S AUTHORIZED REPRESENTATIVE / EMAIL ADDRESS		
CONTRACTOR ADDRESS		
CITY	State	Zip
PHYSICAL LOCATION OF EQUIPMENT		POINT OF HIRE COUNTY
PHONE		EMAIL ADDRESS

Contractor Contact Information for dispatch purposes:

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 NAME	ALTERNATE CONTACT NAME
DAY PHONE	DAY PHONE
NIGHT PHONE	NIGHT PHONE
EMAIL ADDRESS	EMAIL ADDRESS



C. ELIGIBILITY INFORMATION:

By checking each box and initialing, Contractor (or designee) certifies that they have read, understands, agrees, and accepts the terms/conditions as outlined and referenced within this Application/Agreement.

<p>_____</p> <p>(contractor initials)</p>	<p>1. INSURANCE REQUIREMENT – Refer to Section 13.01 – Insurance for details.</p> <p><u>Certificates of insurance confirming coverage in effect at the time of Contractor signature is required to be submitted with this Application/Agreement.</u></p> <p>Contractor agrees to maintain insurance coverage in full force and effect throughout the life 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.</p> <p>All insurance certificates are required to be submitted with this Application/Agreement and upon renewal.</p> <p>The following are attached: (check each box indicating the following certificates are attached with this Application/Agreement)</p> <p style="padding-left: 40px;">Commercial General Liability</p> <p style="padding-left: 40px;">Employer’s Liability “Stop Gap” Insurance</p> <p style="padding-left: 40px;">Business Auto Policy</p>
<p>_____</p> <p>(contractor initials)</p>	<p>2. Acknowledge Attachment A: Scope of Work – Trailer Mounted Handwash Stations</p>
<p>_____</p> <p>(contractor initials)</p>	<p>3. Acknowledge Attachment B: Scope of Work – Mobile Shower Facilities</p>

Do NOT include the following:

<p>_____</p> <p>(contractor initials)</p>	<ul style="list-style-type: none"> • ANY equipment under a USFS VIPR Agreement or National Contracts
<p>_____</p> <p>(contractor initials)</p>	<ul style="list-style-type: none"> • ANY equipment listed in the Washington State Wage and Equipment Guide



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D. EQUIPMENT AND RATES:

Complete all fields applicable in the resource boxes provided on the next page.



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RESOURCE #1

RESOURCE #2

Resource Information	Attribute Values & Rates	Resource Information	Attribute Values & Rates
Type of Equipment:		Type of Equipment:	
Description:		Description:	
Quantity:		Quantity:	
Type (For DNR Use)		Type (For DNR Use)	
Serial /VIN No:		Serial /VIN No:	
Make:		Make:	
Model:		Model:	
Series/Year:		Series/Year	
GVW and Drive Wheels		GVW and Drive Wheels	
State License No:		State License No:	
Flywheel Horsepower:		Flywheel Horsepower:	
Optional:		Optional:	
Optional:		Optional:	
Daily Rate:		Daily Rate:	
If applicable complete the fields below		If applicable complete the fields below	
Pumping?		Pumping?	
Delivery Charge:		Delivery Charge:	
Min/Delivery:		Min/Delivery:	
Max/Delivery:		Max/Delivery:	
Relocation Charge:		Relocation Charge:	
Service Truck Charge		Service Truck Charge:	



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RESOURCE #3

RESOURCE #4

Resource Information	Attribute Values & Rates	Resource Information	Attribute Values & Rates
Type of Equipment:		Type of Equipment:	
Description:		Description:	
Quantity:		Quantity:	
Type (For DNR Use)		Type (For DNR Use)	
Serial /VIN No:		Serial /VIN No:	
Make:		Make:	
Model:		Model:	
Series/Year:		Series/Year	
GVW and Drive Wheels		GVW and Drive Wheels	
State License No:		State License No:	
Flywheel Horsepower:		Flywheel Horsepower:	
Optional:		Optional:	
Optional:		Optional:	
Daily Rate:		Daily Rate:	
If applicable complete the fields below		If applicable complete the fields below	
Pumping?		Pumping?	
Delivery Charge:		Delivery Charge:	
Min/Delivery:		Min/Delivery:	
Max/Delivery:		Max/Delivery:	
Relocation Charge:		Relocation Charge:	
Service Truck Charge		Service Truck Charge:	



E. APPLICATION INSTRUCTIONS – SUBMITTING THE APPLICATION/AGREEMENT:

1. Complete the entire Application/Agreement (Sections A through D) and Waiver and Release of Liability and Contractor Certifications (Section F and G). The following SIGNATURES are REQUIRED:
 - a) End of Section F - Read and Sign the Waiver and Release of Liability
 - b) End of Section G - Read and Sign the Application/Agreement

2. Submit the completed signed Application/Agreement in its entirety along with the required documents to:

PHYSICAL ADDRESS

Department of Natural Resources
Wildland Fire Management Division
ATTN: Wildfire Preparedness Coordinator
1111 Washington Street SE, 4th Floor
MS 47037
Olympia, WA 98504-7037

OR

EMAIL ADDRESS

PreseasonAgreement@dnr.wa.gov

3. Signature and submittal:

There are three ways to submit the Application/Agreement and required documentation:

a) **Digital signature, electronic submittal:**

1. Electronically sign, date and initial in the required fields.
2. The naming convention when submitting an electronic Application/Agreement shall be as follows:
 - i. Application/Agreement:
Contractor Name_2023_Preseason Application
 - ii. Eligibility Information: (See required documents in Section C):
Contractor Name_2023_Preseason Certificates
3. Email the files to the Wildfire Preparedness Coordinator at: PreseasonAgreement@dnr.wa.gov
4. Retain a copy of the Application/Agreement for your records.
5. DNR Wildfire Preparedness Coordinator will review the submitted materials.
 - i. If the required documents are not included or the Application/Agreement is NOT COMPLETE, the Wildfire Preparedness Coordinator will contact the Contractor to obtain clarification and/or required documents.
 - ii. If the required documents are included and the Application/Agreement is COMPLETE, the Wildfire Preparedness Coordinator will obtain an Agreement/Application number, finalize the Application/Agreement and return a copy of the Application/Agreement to the Applicant/Contractor.

b) **Manual signature, electronic submittal:**

1. Manually sign, date and initial in the required fields.
2. Scan Application/Agreement and required documents (See Section C – Eligibility Information) separately.
3. The naming convention when submitting an electronic Application/Agreement shall be as follows:
 - a) Application/Agreement:
Contractor Name_2023_Preseason Application
 - b) Eligibility Information: (See required documents in Section C):
Contractor Name_2023_Preseason Certificates



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4. Email the files to the Wildfire Preparedness Coordinator at: PreseasonAgreement@dnr.wa.gov
 5. Retain a copy of the Application/Agreement for your records.
 6. DNR Wildfire Preparedness Coordinator will review the submitted materials.
 - i. If the required documents are not included or the Application/Agreement is NOT COMPLETE, the Wildfire Preparedness Coordinator will contact the Contractor to obtain clarification and/or required documents.
 - ii. If the required documents are included and the Application/Agreement is COMPLETE, the Wildfire Preparedness Coordinator will obtain an Agreement/Application number, finalize the Application/Agreement and return a copy of the Application/Agreement to the Applicant/Contractor.
- c) **Manual signature, mail submittal:**
1. Manually sign, date and initial in the required fields.
 2. Mail a copy of the completed Application/Agreement and required documents (See Section C – Eligibility Information) separately to the Wildfire Preparedness Coordinator at:

Department of Natural Resources
Wildland Fire Management Division
ATTN: Wildfire Preparedness Coordinator
1111 Washington Street SE, 4th Floor
MS 47037
Olympia, WA 98504-7037
 3. Retain a copy of the Application/Agreement for your records.
 4. The DNR Wildfire Preparedness Coordinator will review the submitted materials.
 - i. If the required documents are not included or the Application/Agreement is NOT COMPLETE, the Wildfire Preparedness Coordinator will contact the Contractor to obtain clarification and/or required documents.
 - ii. If the required documents are included and the Application/Agreement is COMPLETE, the Wildfire Preparedness Coordinator will obtain an Agreement/Application number, finalize the Application/Agreement and return a copy of the Application/Agreement to the Applicant/Contractor.



F. ACCEPTING THE WAIVER AND RELEASE OF LIABILITY:

CONTAINS A WAIVER AND RELEASE OF LIABILITY PLEASE READ CAREFULLY

For and in consideration of employment as an independent contractor in fire suppression activities and logistical support, (CONTRACTOR/PRINT NAME), _____ and their heirs/successors in interests, do hereby **RELEASE** and forever **HOLD HARMLESS AND INDEMNIFY** the State of Washington, Department of Natural Resources and its officers, agents, and employees, from any and all claims, damages, and causes of action that may arise out of **CONTRACTOR’S** employment as an independent contractor in fire suppression activities and logistical support.

WAIVER AND RELEASE OF LIABILITY

CONTRACTOR agrees that if CONTRACTOR engages in fire suppression activities or logistical support, CONTRACTOR does so at CONTRACTOR’S own risk. This includes, without limitation, CONTRACTOR’S employment as an independent contractor during fire suppression activities where there is the risk of injury to, death of, and property damage for, CONTRACTOR. CONTRACTOR agrees that all participation in these activities is voluntary and CONTRACTOR assumes all risk of injury and death to CONTRACTOR or CONTRACTOR’S contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property belonging to CONTRACTOR. CONTRACTOR agrees on behalf of himself/herself (and CONTRACTOR’S personal representatives, heirs, executors, administrators, agents, and assigns) to **RELEASE** and **DISCHARGE** the State of Washington, Department of Natural Resources and its officers, agents, employees, and programs from any and all claims, damages, and causes of action that may arise out of CONTRACTOR’S employment as an independent contractor in fire suppression activities or logistical support. This **WAIVER AND RELEASE OF LIABILITY** includes, but is not limited to, injuries, which may occur as a result of (a) CONTRACTOR’S use of any equipment or tools, (b) claims of negligence, (c) CONTRACTOR suffering injury, death, or property damage during fire suppression activities, and (d) CONTRACTOR slipping and falling while in or on Department of Natural Resources’ premises.

CONTRACTOR acknowledges that CONTRACTOR has carefully read this WAIVER AND RELEASE OF LIABILITY and fully understands that it is a RELEASE OF LIABILITY. CONTRACTOR is waiving any right that CONTRACTOR may have to bring a legal action to assert a claim against the State of Washington for the State’s negligence.

I have read, understood, and accepted the conditions of the WAIVER AND RELEASE OF LIABILITY printed above.	
CONTRACTOR AUTHORIZED REPRESENTATIVE PRINTED NAME:	CONTRACTOR AUTHORIZED REPRESENTATIVE TITLE:
CONTRACTOR AUTHORIZED REPRESENTATIVE SIGNATURE:	DATE SIGNED:



G. CONTRACTOR CERTIFICATIONS:

By checking each box and initialing, Contractor (or designee) certifies that they have read, understands, agrees, and accepts the terms/conditions as outlined.	
_____ (contractor initials)	I certify that I am 18 years of age or older.
_____ (contractor initials)	I certify that I possess a current valid driver's license for the type of vehicle/equipment being operated.
_____ (contractor initials)	I certify that I own, or have permission from the owner to operate , the vehicle/equipment contracted under this Agreement.
_____ (contractor initials)	I certify that the vehicle/equipment contracted under this Agreement is in good working condition .
_____ (contractor initials)	I certify that the vehicle/equipment contracted under this Agreement is properly licensed .
_____ (contractor initials)	I certify that I will comply with all applicable laws , rules and regulations.
_____ (contractor initials)	I certify by completing and submitting this Application/Agreement, Contractor agrees to the terms and conditions contained within this Application/Agreement when responding to DNR and acceptance of service(s) being requested.
_____ (contractor initials)	I certify that I own or have permission from the owner to sign this Agreement on the owner's behalf.

I certify, by signature below, that I have read this Agreement in its entirety, understand, agree, and accept all of the terms and conditions outlined within and referenced, that all of the information that I've provided is true and correct , and that I am authorized to act in the respective areas for matters related to this Agreement.	
CONTRACTOR AUTHORIZED REPRESENTATIVE PRINTED NAME :	CONTRACTOR AUTHORIZED REPRESENTATIVE TITLE :
CONTRACTOR AUTHORIZED REPRESENTATIVE SIGNATURE :	DATE SIGNED:



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Agency use only beyond this point.

Agreement number and period of performance will be added in by Agency upon acceptance of this application and returned to contractor.



FOR DNR INPUT ONLY

DNR AGREEMENT NO.	
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This Agreement is entered into by the State of Washington, Department of Natural Resources, hereafter referred to as DNR/Agency, 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. Failure to comply with the terms and conditions of this agreement may result in demobilization from the incident.

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 wildland fire incident by DNR and the Contractor otherwise complies with all of the material terms of this Agreement. DNR reserves the right to dispatch resources based on closest forces, cost effectiveness, and other considerations and is not required to utilize the Dispatch Priority List (DPL) only when DNR is the jurisdictional/paying agency.

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 PERIOD OF PERFORMANCE (term):

The period of performance of this Agreement shall begin on _____ and end on _____ unless extended by mutual agreement or terminated by the parties as provided herein.

2.01 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) Ensure the personnel and equipment furnished under this Agreement meet the standards specified in this Agreement.
- 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.
- d) Ensure all personnel provided have training and qualifications for the work performed under this Agreement.



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- e) Ensure all personnel arrive at the Incident with the proper personal protective clothing and equipment (PPE).
- f) Be responsible for any fines or penalties imposed upon the Contractor or the Contractor's employees or equipment.
- g) 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.
- h) Understand that equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions, which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. The contractor agrees that what is considered wear and tear under these terms and conditions is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

1.01 DNR SHALL:

- a) Provide dispatch instructions to the Contractor when assigned to fire suppression support operations or when placed on standby.
- b) Release the Contractor's personnel and equipment as soon as possible when no longer needed on standby or at a wildfire incident.

4.01 TRAINING/EXPERIENCE:

Each person employed by the Contractor under this Agreement shall meet the following minimum requirements, and provide evidence that Contractor's personnel meet the requirements upon request, if applicable:

- a) Personnel shall be trained in accordance with the Agreement requirements.
- b) Commercial Driver's License, as required.
- c) All operators shall be able to operate the equipment safely up to the manufacturer's limitations.
- d) DNR/Agency reserves the right to verify training and certificates applicable to the referenced Scope of Work. (For example, Caterers have food handler cards, showers and trailer mounted handwash stations have potable water).

5.01 INDEPENDENT CAPACITY OF CONTRACTOR:

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or Agents performing under this contract are not employees or Agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

6.01 RIGHT OF INSPECTION:

The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, 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 contract.

7.01 VENDOR PAYEE REGISTRATION:

A Statewide Vendor Number (SWV#) is required for all vendors in order to receive payment. Please visit the Office of Financial Management (OFM) Statewide Vendor/Payee Services site to verify if your entities have a SWV# or complete the [Statewide Vendor Payee Form](#) if needed.

8.01 PAYMENT PROVISIONS:

If equipment is hired under contracted rates, a copy of this Application/Agreement must be provided to the Finance section at the fire. Refer to Attachment C for detailed instructions and information.

9.01 STANDARD METHOD OF HIRE:



The Contractor shall comply with the standard methods of hire, as outlined for each specific piece of equipment. Refer to Attachments A and B.

10.01 LICENSING, ACCREDITATION AND REGISTRATION:

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

11.01 SUBCONTRACTING:

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency 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 contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

12.01 REMAIN OVERNIGHT ALLOWANCE (RON):

- a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.
- b) When the incident cannot provide a campsite after the first shift worked, actual lodging expenses or the per diem locality rate published by OFM Statewide Accounting in the Washington State Administrative and Accounting Manual (SAAM), subsection 10.90 (Travel Rates. Rate map may be found at [Travel | Office of Financial Management \(wa.gov\)](https://www.wa.gov). Double occupancy of hotel rooms is required. Any associated lodging taxes are reimbursable as documented. Lodging receipts, as well as documentation by incident personnel that a campsite was not provided, shall be submitted as supporting documentation with payment documents.
- c) When the incident cannot provide meals reimbursement for meals is based on per diem locality rates minus any government-provided meals. The maximum allowable meal rates may be found at the website above.
- d) If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.
- e) The maximum RON that shall be allowed is based on the number of operators or crewmembers shown on the shift ticket. Payment shall be included as an addition on the OF-286 Emergency Equipment Use Invoice.

13.01 INSURANCE:

Before using any of said rights granted herein and at its own expense, CONTRACTOR shall purchase and maintain, [or require its agent(s)/subcontractor to purchase and maintain,] the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

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 of Washington, Department of Natural Resources.

CONTRACTOR shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. Contractor shall also provide renewal certificates as appropriate during the term of this Agreement.

CONTRACTOR shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of CONTRACTOR to have its subcontractors and agents comply with the insurance requirements contained herein does not



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limit CONTRACTOR's liability or responsibility.

INSURANCE TYPES & LIMITS:

The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: CONTRACTOR shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: CONTRACTOR shall purchase and maintain employer's 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.

Business Auto Policy (BAP) Insurance: CONTRACTOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." CONTRACTOR waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): CONTRACTOR shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. CONTRACTOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

Additional Provisions:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

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

Insurers subject to Chapter 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.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If CONTRACTOR is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that CONTRACTOR's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of CONTRACTOR is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.



Waiver: CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

14.01 NON-DISCRIMINATION:

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

15.01 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of 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 performance of the contract. "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 for 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 Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Contractor's or any Subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

16.01 RECORDS MAINTENANCE:

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

17.01 TERMINATION FOR CAUSE:

The Agency may terminate this contract in whole, or in part, at any time after one (1) days' notice whenever it is determined that the contractor has failed to comply with the terms and conditions of the Contract. The Agency 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 or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The Agency reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the Agency provided in this contract are not exclusive and are in addition to any



other rights and remedies, provided by law.

18.01 TERMINATION FOR CONVENIENCE:

Except as otherwise provided in this contract, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for goods delivered or services rendered prior to the effective date of termination.

19.01 TERMINATION PROCEDURES:

Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

20.01 CONFLICT OF INTEREST:

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.



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21.01 DISPUTES:

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

- a) 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 three (3) working calendar days after the parties agree that they cannot resolve the dispute.
- b) The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five (5) working calendar days.
- c) 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.
- d) 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.

22.01 GOVERNING LAW:

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

23.01 SEVERABILITY:

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

24.01 HARASSMENT:

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment:

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

25.01 WAIVER:

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Agency.

26.01 ASSIGNMENT:

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

Contractor may not assign its rights under this Agreement without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; Provided, however, that, if Contractor provides written notice to DNR within thirty (30) calendar days, Contractor may assign its rights under this Agreement in full to any parent, subsidiary, or affiliate of the Contractor that controls or is controlled by or under common control with the Contractor, is merged or consolidated with the Contractor, or purchases a majority or controlling interest in the ownership or assets of the Contractor. Unless otherwise agreed, the Contractor guarantees prompt performance of all obligations under this Agreement notwithstanding any prior assignment of its rights.



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27.01 ENTIRE AGREEMENT:

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

28.01 CONFORMANCE:

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.



Attachment A: Scope of Work – Trailer Mounted Handwash

The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Contractor Shall:

1. Provide all equipment, labor, supervision, materials, supplies, equipment set up/take down, fuel, electricity required for heat, lights, hot water, transport, and maintenance necessary for the operation of the Trailer Mounted Handwash Station.
2. Provide adequate personnel to keep the Trailer Mounted Handwash Station in continuous operation during showering use periods specified by the DNR (this includes personnel to haul potable water to support Trailer Mounted Handwash Station).
3. Provide all key personal protective supply items for the protection of their employees, vehicles and equipment when assigned to incidents (such as face coverings and gloves).
4. Adhere to all Centers for Disease Control and Prevention (CDC), state health authority and other regulatory agency requirements, guidelines and direction regarding the current Coronavirus (COVID-19) pandemic.

Requirements for Trailer Mounted Handwashing Stations

1. The trailer mounted handwashing station must be self-contained, to include a power source or generator for lighting and heating of water. The contractor shall keep units:
 - a. Cleaned with CDC recommended sanitation products.
 - i. All surfaces wiped down between each use or at a minimum of once an hour.
 - ii. Deep Clean after each peak use time, normally morning and evening.
 - b. Fully stocked with paper towels and phosphate-free liquid soap, ensuring neither are empty at any time during the day.
 - c. Staffed.
 - i. Contractor personnel must be onsite at all times during open hours.
 - ii. DNR approval is needed to close/leave during open hours (normally 0500-1200 & 1300-2200 (16hrs)), should be minimized and will be approved on a case-by-case basis.
2. If requested by the DNR, the contractor must be capable of relocating the unit at the incident within 4-hours or sooner at the discretion of the incident command team.
3. Potable water shall be used for all washbasins.
 - a. The DNR will provide the potable water.
 - b. Minimum 250 gallons of potable water storage. Bladder bags are not acceptable.
4. Minimum 500-gallon storage of gray water. Gray water removal will be the responsibility of the DNR.
5. Wash Basins (Sinks).
 - a. Units shall have a minimum of 6 wash basins (sinks) and with a mirror for each sink, or one solid mirror of sufficient length and height which provides viewing at each sink.
 - b. All washbasins shall have adequate lighting for use of the washbasins in darkness.
 - c. Each wash basin (sink) shall:
 - i. Provide hot and cold water.
 - ii. Control gray water.
 - iii. Have a minimum of one liquid soap dispenser and one enclosed paper towel dispenser for every two sinks.
 - iv. Have the ability to hold water with built in or permanently attached stoppers.



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- v. Have continuous water heating capable of maintaining up to 110 degrees F, as tested at the faucet.
 - vi. Provide hot and cold water through a water mixing faucet. The faucet shall have manual user controls that allow for temperature control and the washing of both hands while the water is running. Water saving devices that require manual activation to achieve and maintain water flow, such as push button or automatic faucets, are not allowed.
6. Contractor shall make provisions to prevent incident personnel from standing in water puddles, or mud on the ground, adjacent to the sinks.
7. Equipment Marking.
 - a. All bladder bags used for gray water storage shall have the size and use labeled on them in a conspicuous place (for example: 500 Gallons Gray Water).
 - b. All hoses used shall be labeled at both ends to identify their use (i.e., gray or potable).
8. Inspection and Testing.
 - a. At a minimum, or when required by the local jurisdiction or State Law, one microbiological test for total coliform shall be performed within 2 established business days of the time of arrival at the incident at a certified laboratory. Contractor shall be responsible for all costs associated with the required microbiological test, which includes obtaining, delivering, and providing results to the DNR.
 - b. Sampling by the contractor must be performed to industry standards and to the standards required by the designated laboratory.
 - c. Where State-specific requirements have not been established, laboratory coliform test data must show that the water contains coliforms of less than 2.2 Most Probable Numbers (MPN)/100 ml (or "absence" if the presence/absence test is used).
 - d. In addition, a test shall be performed on the first water load following any of the required sanitation procedures, whenever switching to a different water source and/or at least once every 30 days during months when water hauling is performed, and/or whenever such analysis is requested by state or local health authorities or DNR representative.
 - e. If the presence/absence (P&A) test for the coliform analysis is used, then only negative (absence) results are acceptable.
 - f. If a sample tests positive (presence), the Contractor shall take out of service, investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated DNR Representative at the Incident.
 - g. If the test data shows that the water contains more than 2.2 MPN/100 ml, the Contractor shall immediately take out of service; investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated DNR Representative at the Incident.
 - h. The Contractor shall not haul water until the test shows that the water contains total coliform of less than 2.2 MPN/100 ml.
 - i. Copies of the results of such tests shall be submitted to the Wildfire Preparedness Coordinator at the contact point included on page 1 of this Preseason Application/Agreement within seven calendar days after the end of the incident assignment. Test results shall clearly identify Contractor's name, address, and contract or agreement number on the report.



Attachment B: Scope of Work - Showers

The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. The contractor will provide all equipment, labor, supervision, materials, supplies, equipment set up/take down, fuel, electricity required for heat, lights, hot water, transport, and maintenance necessary for the operation of the Mobile Shower Unit.
2. The contractor will provide adequate personnel to keep the Mobile Shower Facility in continuous operation during showering use periods that are specified by the DNR. This includes personnel to haul potable water to support Mobile Shower Unit.
3. Provide all key personal protective supply items for the protection of their employees, vehicles and equipment when assigned to incidents (such as face coverings and gloves).

Requirements for Mobile Shower Units

1. All equipment shall be in acceptable condition and meet minimum equipment requirements. The DNR reserves the right to reject equipment that is not in a safe, clean and operable condition. The contractor shall keep units:
 - a. Cleaned with CDC recommended sanitation products
 - b. All surfaces wiped down between each use or at a minimum of once an hour.
 - c. Deep Clean after each peak use time, a minimum of two times per day, normally morning and evening.
 - d. Fully stocked with phosphate-free liquid soap and paper batch and hand towels for Showers and Wash Basins.
 - e. Staffed.
 - i. Contractor personnel must be onsite at all times during open hours.
 - ii. DNR approval is needed to close/leave during open hours (normally 0500-1200 & 1300-2200 (16hrs)), should be minimized and will be approved on a case-by-case basis.
2. Each mobile shower facility shall have the following minimum shower stalls:
 - a. Large capacity units shall have no less than twelve (12) shower stalls and have the capacity to provide about 750 showers per day (around 4 people per hour per showerhead).
 - b. Small capacity units shall have no less than six (6) and no more than eleven (11) and shall have the capacity to provide about 350 showers per day.
3. Have a minimum enclosed storage capacity of 2,500 gallons of gray water for both large and small capacity units.
4. Have a tank with minimum enclosed storage capacity of 1,200 to 1,500 gallons of potable water for both large and small capacity units. The entire inside of the tank shall be visible for an ocular inspection.
5. Have the capacity of maintaining hot water up to 100 degrees Fahrenheit. Water temperatures must be adjustable at each showerhead providing hot water and cold water through a mixing faucet. Shower heads shall provide a comfortable shower with no pressure or temperature fluctuations. A minimum of 2 gallons-per-minute (gpm) flow at the showerhead is required.
6. Use potable water for all showers. Contractor will provide for the transportation of all potable water to the Mobile Shower Unit from the DNR provided potable water source.
7. Shower Stalls:



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- a. Provide for segregated separate showering areas for men and women.
 - b. Shall Shower walls extend to the floor to prevent wastewater crossover between stalls, and shall at a minimum have; solid, sturdy, heavy-duty partitions made of opaque material that limits view from the person showering on either side.
 - c. Each stall shall be equipped with heavy-duty shower curtains or solid, sturdy, and heavy-duty doors made of opaque materials.
 - d. Each individual shower stall shall be equipped with individually plumbed floor drains to avoid mixing of wastewater and shall provide sufficient drainage to prevent the puddling of water.
8. Provide an outside waiting area with a minimum seating capacity of one chair per showerhead.
9. Water Disposal:
- a. Bladder bags for storage of graywater shall be provided by the contractor.
 - b. Bladder bag capacity must be sufficient enough to allow for once daily vacuum.
10. All hoses used shall be labeled at both ends to identify their use (i.e., gray or potable).
11. Inspection and Testing.
- a. At a minimum, or when required by the local jurisdiction or State Law, one microbiological test for total coliform shall be performed within 2 established business days of the time of arrival at the incident at a certified laboratory. Contractor shall be responsible for all costs associated with the required microbiological test, which includes obtaining, delivering, and providing results to the DNR.
 - b. Sampling by the contractor must be performed to industry standards and to the standards required by the designated laboratory.
 - c. Where State-specific requirements have not been established, laboratory coliform test data must show that the water contains coliforms of less than 2.2 Most Probable Numbers (MPN)/100 ml (or "absence" if the presence/absence test is used).
 - d. In addition, a test shall be performed on the first water load following any of the required sanitation procedures, whenever switching to a different water source and/or at least once every 30 days during months when water hauling is performed, and/or whenever such analysis is requested by state or local health authorities or DNR representative.
 - e. If the presence/absence (P&A) test for the coliform analysis is used, then only negative (absence) results are acceptable.
 - f. If a sample tests positive (presence), the Contractor shall take out of service, investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated DNR Representative at the Incident.
 - g. If the test data shows that the water contains more than 2.2 MPN/100 ml, the Contractor shall immediately take out of service; investigate the cause of the problem; take corrective actions; resample/test the water; and notify the Incident Commander or designated DNR Representative at the Incident.
 - h. The Contractor shall not haul water until the test shows that the water contains total coliform of less than 2.2 MPN/100 ml.
 - i. Copies of the results of such tests shall be submitted to the Wildfire Preparedness Coordinator at the contact point below within seven calendar days after the end of the incident assignment. Test results shall clearly identify Contractor's name, address, and contract or agreement number on the report.

PHYSICAL ADDRESS:

Department of Natural Resources
Wildland Fire Management Division
ATTN: Wildfire Preparedness Coordinator
1111 Washington Street SE, 4th Floor
MS 47037
Olympia, WA 98504-7037

OR

EMAIL ADDRESS:

PreseasonAgreement@dnr.wa.gov



Wash Basins (Sinks):

1. Large capacity units shall have a minimum of eight (8) washbasins (sinks).
2. Small capacity units shall have a minimum of four (4) washbasins (sinks).
3. Wash basins (sinks) and mirrors and may be located outside or inside of any enclosed trailers.
4. All required washbasins shall be accessible for use by either men or women, have lighting for use of the washbasins in darkness and a minimum of 4 duplex electrical receptacles (120v) on large capacity units and 3 duplex electrical receptacles (120v) on small capacity units. Placement of electrical receptacles shall be located in areas that are convenient for all users. Placement of operational washbasins inside a shower unit or individual shower stalls is prohibited.
5. Each washbasin (sink) shall provide hot and cold water, shall control gray water, and shall have a minimum of one liquid soap dispenser and one enclosed paper towel dispenser for every two sinks. Each washbasin (sink) shall also have the ability to hold water with built in or permanently attached stoppers.
6. Each washbasin shall have continuous water heating capable of maintaining up to 100 degrees F, as tested at the faucet. Each basin shall provide hot and cold water through mixing faucet. The faucet shall have manual user controls that allow for temperature control and the washing of both hands while water is running.
7. Ground covering and rain/shade protection (such as waterproof tents, awnings, and canopies) shall be provided and set up over all washbasins, unless exempted by the FACL or LSC.
8. All surfaces shall be cleaned with CDC recommended sanitation products and wiped down between each use or at a minimum of once per hour.

Hours of Operation:

1. Hours of operation shall be clearly posted at the entrance to the shower facility.
2. Hours of operation will be set by the LSC or FACL.
3. Hours of operation will include a minimum of 2 periods of closure per day for sanitation.

The DNR agrees to provide the following:

Wastewater Removal:

1. The DNR will arrange for removal of waste (gray) water from the contractor's holding facilities.
2. Wastewater removal will occur one time per day.

Potable Water:

1. The DNR will designate a potable water source
2. If a water-use fee is required for the DNR designated potable water source, the DNR shall be responsible for payment of the water-use fee.



Attachment C: Payment Provisions

All equipment hired by the State will be paid according to the agreed upon rates contained within this agreement. Contractor shall complete daily shift tickets to be signed by the Logistics Unit at the incident. The shift tickets will be submitted to finance, finance will complete an Emergency Equipment Use Invoice (OF-286) that will serve as the official invoice for the incident. Washington Statewide Vendor Registration form must be completed at time the agreement is administered. Form and instructions found on the Washington State Office of Financial Management (OFM) webpage:

<https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>

SALES AND/OR USE TAX

DNR is required to pay sales tax for the services provided under this agreement. DNR will remit sales tax directly to the Department of Review.

WET RATES

All equipment is hired 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 on an incident 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.

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.

The 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 without having a resource order, made available and subsequently hired, none of the travel is allowed. The incident becomes the point of hire.
- 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:



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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 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. **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.**

TRAVEL TIME

Travel time is calculated as the mileage from home agency to incident divided by 45mph. Computer programs such as Google Maps or other similar mapping program will be used to determine mileage. This calculation takes into consideration rest breaks and fueling. Travel will be documented on a Shift Ticket (CTR).

DAILY RATE

Daily Rate payment will be made on a basis of calendar days (0001 - 2400). For fractional days, 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 (a single shift could be up to 16 hours long and may cross calendar days).