



**DNR HAND CREW PRE-SEASON APPLICATION AND AGREEMENT**

**A. Application Instructions**

- By completing this application and signing and submitting this Agreement, Contractor agrees to the terms and conditions contained within the Agreement when contacted by DNR to provide service.
- Complete the linked [Vendor/Payee Registration Form](#) and [Direct Deposit Authorization Form](#) with the Office of Financial Management (OFM). It is the Contractor’s responsibility to ensure registration with OFM. DNR cannot make payments unless the Contractor is registered as a vendor. **When sending in your Hand Crew Application/Agreement, please include your Unique Business Identifier (UBI), Taxpayer Identification Number (TIN), and Statewide Vendor Number (SWV).**
- Only Contractors who submit complete applications and agree to comply with all the Agreement’s terms and conditions will be added to DNR’s Pre-Season Agreement source list.
- Contractor shall ensure that every one of their responding employees and subcontractors have completed their required training and/or required annual refresher and in all ways shall meet DNR’s requirements for Hand Crews as specified in Section C of this Agreement.
- Contractor’s authorized representative must sign the Pre-Season Agreement in two places for it to be valid:
  - **End of Section E - Read and Sign the Waiver and Release of Liability**
  - **End of Section F - Read and Sign the Application**
- **Submit the completed application and signed agreement in its entirety per the instructions contained in Section D.**

DNR – Wildland Fire Management Division  
 ATTN: Wildfire Preparedness Coordinator  
 1111 Washington Street SE  
 Olympia, WA 98504-40737  
 Email: [PreseasonAgreement@dnr.wa.gov](mailto:PreseasonAgreement@dnr.wa.gov)

**B. 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
<b>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</b>		
Primary Contact Name		ALTERNATE CONTACT NAME
DAY PHONE		DAY PHONE
NIGHT PHONE		NIGHT PHONE
EMAIL ADDRESS		EMAIL ADDRESS



## C. DNR Hand Crew Requirements

### 1. DNR Hand Crew Scope of Work

For the upcoming fire season, DNR seeks qualified Contractors to provide both 20 and 10-person, Hand Crews for dispatch to Wildland Fire Incidents. The typical work of a wildland fire suppression Hand Crew is performed utilizing hand tools to construct a fireline and using power saws to clear brush. Hand Crews are often called upon to help construct hose lays that bring water to the fire area. Once a wildland fire has been contained, Hand Crews may be called upon to perform mop-up operations. Hand Crews may also be utilized to assist in setting up and taking down a fire camp, loading and unloading supplies and general clean up.

### 2. DNR Hand Crew Personnel

All DNR Hand Crew members shall meet NWCG standards for wildland fire position qualifications as detailed in [PMS 310-1 and the Interagency Standards for Fire and Fire Aviation Operations](#).

A. Each 20-person Type 2 IA Hand Crew shall consist of the following categories of firefighters:

- 1 - Crew Boss, Single Resource (CRWB)
- 3 - Advanced Firefighter/Squad Boss (FFT1) w/Incident Commander Type 5 (ICT5)
- 16 - Type 2 Firefighters (FFT2) or higher level

Each 20-person Type 2 IA Hand Crew shall have the minimum of three (3) crew members that are qualified sawyers for chainsaw operation. Each sawyer shall be certified as a [Basic Faller \(FAL 3\)](#).

Twenty percent (20%) of the crew members in the 20-person Hand Crew shall have completed one season or more of documented firefighting experience.

B. Each 20-person Hand Crew shall consist of the following categories of firefighters:

- 1 - Crew Boss, Single Resource (CRWB)
- 3 - Advanced Firefighter/Squad Boss (FFT1)
- 16 - Type 2 Firefighters (FFT2) or higher level

Each 20-person Hand Crew shall have the minimum of two (2) crew members that are qualified sawyers for chainsaw operation. Each sawyer shall be certified as a [Basic Faller \(FAL 3\)](#).

Twenty percent (20%) of the crew members in the 20-person Hand Crew shall have completed one season or more of documented firefighting experience.

C. Each 10-person Hand Crew shall consist of the following categories of firefighters:

- 1 - Crew Boss, Single Resource (CRWB)
- 2 - Advanced Firefighter/Squad Boss (FFT1)
- 7 - Type 2 Firefighters (FFT2) or higher level

Each 10-person Hand Crew shall have the minimum of two (2) crew members that are qualified sawyers for chainsaw operation. Each sawyer shall be certified as a [Basic Faller \(FAL 3\)](#).

Thirty percent (30%) of the crew members in the 10-person Hand Crew shall have completed one season or more of documented firefighting experience.



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- D. For all Hand Crews, sawyers shall not perform as hazardous tree fallers while under this Agreement. Hazardous trees may include, but are not limited to fire weakened trees, cat-faced trees, leaners, stove pipes (hollowed out), hang-ups, snags with missing/loose/compromised tops.

### 3. DNR Hand Crew Training, Identification and Language

All DNR Hand Crew members under this Agreement shall:

- A. Complete annual training for RT-130 Wildland Fire Safety Training (including Fire Shelter Deployment) and arduous level Work Capacity Test (WCT). Training shall be provided or approved by a certified national or local firefighting training association or public education provider.
- B. Arrive at an Incident with a current year Incident Qualification Card (IQC) that identifies the name, qualifications, and annual training completion dates for RT-130 Wildland Safety Training (including Fire Shelter Deployment) and arduous level WCT.
- C. Carry a legal government (state or federal) issued photo id while assigned to an Incident. The government issued photo id shall not be expired by more than 30 days. Documents which satisfy this requirement include a driver's license, passport, or other government issued identification card. A student identification card is not acceptable. Both the IQC and photo id shall be available for inspection upon arrival at the Incident and upon request thereafter.
- D. Prompt and efficient communications between crew members and Incident personnel are mandatory for safe and effective performance. At a minimum, all the Contractor's Hand Crew CRWBs and FFT1s shall be proficient in the English language. In addition, the CRWB for each of the Contractor's Hand Crews shall be proficient in all languages used by their crew, and the FFT1s shall be able to communicate proficiently in any language used by the crew members they supervise. The Contractor's Hand Crew CRWBs and the FFT1s shall also be able to read the Incident Action Plan (IAP), Safety Alerts, etc. and communicate the information contained therein to all crew members. All radio communication on State-assigned frequencies shall be in English.

### 4. DNR Hand Crew Equipment

#### A. Vehicles

Vehicles used on an Incident shall be shown on the DNR Hand Crew/Equipment Manifest Form (Attachment B1). Vehicles provided by the Contractor for Hand Crew transportation may not provide any other service other than for the safe transport of the Contractor's Hand Crew personnel while assigned to an Incident.

#### B. Radios

The Contractor shall supply a minimum of four (4) multi-channel programmable hand-held radios per 20-person crew or (3) multi-channel programmable hand-held radios per 10-person crew, with one programming or cloning cable, if necessary, to facilitate communications between Incident Management Team (IMT) personnel and the crew. Authorized radios are listed at the following link: [NIFC Wildland Fire Communications](#).

Radios shall be capable of communicating within a frequency range from 148 MHZ to 174 MHZ on established federal and state frequencies.

For each Hand Crew, CRWB and FFT1 positions shall have a programmable hand-held radio. The Contractor shall have the capability to program their radios upon arrival and as may be required at the



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Incident. The Contractor shall not use the firefighting frequencies or USFS frequencies for other than fire suppression activities.

### C. Hand Tools

The Contractor is responsible for ensuring that each of its Hand Crews arrives at the Incident with the type and number of tools and equipment specified in the table below. The Contractor is also responsible for ensuring that the Hand Crew's tools are operable, in good condition, and meet the minimum standards specified in the table. The State may allow 24 hours for the Contractor to replace equipment or resolve issues of non-compliance.

DNR HAND CREW REQUIRED HAND TOOLS			TOOL COMBINATION REQUIRED	
			10-PERSON CREW	20-PERSON CREW
Combi/ Rheinhart/ Adze (Hazel Hoe) or McLeod	3 lb. Head	36" Handle	4	8
Pulaski	Head weight shall not be less than 3 lbs. 11 oz. nor more than 4 lbs. 2 oz.	36" Handle	5	10
Shovel	Size 0 or 1, Round Point	Long Handled	4	8
Chainsaw (For line construction only)	With Fuel & Oil and Kit	Minimum 24" bar	2	3
10-Person Belt First Aid Kit	ANSI # Z308.1 Current Standards		1	2
Fire Extinguishers	For each chainsaw – 8 oz. min. capacity by weight. For each vehicle – UL Rating of at least 4:BC.		1 per chainsaw 1 per vehicle	1 per chainsaw 1 per vehicle

### D. Personal Protective Equipment

Each Crew Member shall have a minimum of two (2) full sets of fire-resistant shirts and pants certified to NFPA 1977 standards.

If crew members need replacement personal protective equipment from Supply or the local unit, the contractor will be charged for the full cost, which will be done as a deduction to their invoice for the Incident.

## 5. **DNR Hand Crew Compensation**

- A. The State will not provide meals for any crew-day under hire of less than 8 hours. If meals are not provided by the Incident, and per diem is authorized by the Incident, written authorization for per diem from the Incident Commander shall be sent home with the resource.
- B. Travel time for under strength crews or replacement of crew members will be compensated under this Agreement as follows:
  - i. If a Hand Crew arrives at an Incident without the required number of crew personnel (under-strength), and DNR chooses to hire the under-strength crew, the Point of Hire will be the Incident and no travel time to the Incident will be paid. In addition, travel time to the Incident



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will not be paid for additional crew members necessary to bring the crew to full strength.

- ii. DNR will pay return travel time for all crew members to return to the Point of Hire. If the Crew is reassigned to another Incident, the receiving Incident will pay their travel cost.
- iii. At time of dispatch, if DNR accepts a crew consisting of less than 20 persons (for a 20-person Hand Crew) or less than 10 persons (for a 10-person Hand Crew) and the approval is documented on the Resource Order, travel time for crew members will be paid by the DNR.
- iv. If a crew member, or Hand Crew is terminated, quits, or otherwise is released from the Incident for any reason, the Contractor is responsible for returning the crew member or crew to the Point of Hire with a departure time from the Incident Command Post (ICP) specified by the Agreement, following such decision. If the Contractor does not act in a timely manner the IMT has authority to transport the crew member/crew or arrange transportation for such crew member/crew and to deduct all such transportation costs from the Contractor's compensation.
- v. Travel time is calculated as the mileage from Point of Hire to the 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 Crew Time Report (CTR).

### C. Special Circumstances

- i. Check-in time is compensable.
- ii. Check-out time is not compensable.
- iii. Meal Periods are not compensable, with the exception that Hand Crews and other resources on the fireline may be compensated for their meal period only, if all three (3) of the following conditions are met:
  1. The fire is not controlled.
  2. The IMT Operations Section Chief decides that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, and
  3. The compensable meal break is approved by the IMT and is documented on the CTR.
- iv. In those situations where the Hand Crew cannot be relieved from performing work and remain at their assigned post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the CTR. Proper documentation includes a written statement, such as "Paid Meal Break." If not documented, no meal period will be paid, and a meal break (if not shown) will be deducted from the total time submitted.
- v. After control of the fire, a meal period of at least 30 minutes shall be ordered and taken for each work shift and shall be clearly shown on the shift CTR.

### D. Shift Briefing

DNR will only compensate the Contractor for the attendance of the CRWB at daily operational briefings. If a Hand Crew is directed to a location for shift briefing during travel to an assignment, all crew members will be compensated while On-Shift, as documented on the CTR.

### E. Shift Guarantee



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The Contractor shall be paid a minimum guaranteed payment for each calendar day the Hand Crew is Under Hire. The Guarantee Rate will be calculated as follows: 8 hours X the number of crew members X the Hand Crew's hourly rate per person as specified in Attachment A.

- For the first day of dispatch and last day when released from the Incident, the Contractor will be compensated for only the actual hours worked including travel time.
- The minimum guaranteed payment does not apply if the Contractor cancels a confirmed dispatch at any time; or if the Contractor or the crew is in default with the terms of this Agreement or if the crew is unable to perform part or all its designated shift/hours. In such an event, only actual On-Shift hours will be paid.

### F. Call-Back

The State shall compensate the Contractor for one (1) hour call-back time if the Hand Crew's availability has been confirmed by the Contractor and is then canceled by DNR before the crew leaves the Point of Hire. Payment will be made based on the verified crew strength. If DNR cancels the order while the crew is in travel status, DNR will then compensate the Contractor according to the actual travel time (but not less than one (1) hour).

### G. Severity/Preparedness Assignments

The Contractor will be compensated at the Hourly Rate contained in Attachment A, for each hour worked by each crew member when a crew is (a) Under Hire and (b) On-Shift.

## 6. **DNR Hand Crew Dispatch and Assembly**

Whenever there is a change of information on the Hand Crew/Equipment Manifest Form (Attachment B1), including an Incident reassignment, a new Hand Crew/Equipment Manifest Form (Attachment B1) listing the changes shall be presented to the appropriate Incident Personnel (finance section, and ICPI if applicable).

The Contractor shall complete the Hand Crew/Equipment Manifest Form (Attachment B1) as follows: Line 1 shall list the CRWB, lines 2, 11 and 20 shall list each FFT1. The Hand Crew/Equipment Manifest Form (Attachment B1) shall contain only the 20 crew members assigned to the Incident and shall at all times match the shift tickets submitted at the Incident.

DNR reserves the right to order or accept, 20-person Hand Crews consisting of less than 20 persons, or 10-person Hand Crews consisting of less than 10 persons, as specified at time of dispatch, and as documented on the Resource Order. The Contractor shall maintain agreed upon crew strength until the crew is released from the Incident by DNR. At no time will a Contractor send a crew without the required supervisory and sawyer positions specified under this Agreement.

If at any time while assigned to an Incident, crew strength is reduced to less than 20 Crew Members (or the number that was agreed upon at time of dispatch), DNR may allow the Contractor to continue working and to bring the crew's strength back to the agreed upon number within 24 hours. During a crew member(s) absence, the Contractor will only be compensated for each hour worked by each remaining crew member as listed on the shift ticket.

If crew strength is not brought back to the agreed upon number within the time allowed or is reduced below 18, DNR reserves the right to demobilize the crew and may take additional steps as DNR deems to be appropriate for the noncompliance.



## A. Length of Assignment

Generally, Hand Crew assignments are limited to 14 days or less, exclusive of travel from and to the Designated Dispatch Location (DDL), except for Severity/Preparedness Assignments. Time spent in staging and preposition status counts toward the 14-day limit, regardless of pay status. DNR's normal practice will be to demobilize a crew from an Incident after the fourteenth (14<sup>th</sup>) day of an assignment.

Upon demobilization, the crew will return to its DDL for two mandatory days off. The days off shall occur immediately following the return arrival at DDL and be no less than 48 consecutive hours in length. The Contractor shall not replace crew members to avoid demobilization of a crew for Length of Assignment requirements.

DNR shall not reassign the crew and Contractor shall not report the crew's status as "Available" in IROC during the mandatory 48-hour rest period after the crew's return to its DDL. DNR may assign the crew to a new Incident following the mandatory rest period. In such new assignments, a new fourteen (14) days, not including the travel time to the Incident, will begin.

Crews are not entitled to paid days off upon release from an Incident. However, when crews are directed to their DDL for days off while still Under Hire, DNR may pay the Guarantee Rate as outlined in the Shift Guarantee section of this Agreement.

If Contractor's crews are allowed or directed to take mandatory days off at an Incident camp or an assigned facility and the crews choose not to use the facility, the Guarantee Rate will not apply.

## B. Assignment Extension

DNR may retain a Hand Crew Under Hire after the fourteenth (14<sup>th</sup>) day of an assignment. Prior to extending a crew(s) initial 14-day assignment, Contractor and the DNR shall consider crew health, readiness, and capabilities; and shall endeavor not to unduly compromise the health and safety of Incident resources. Assignments may be extended when life and property are imminently threatened, suppression objectives are close to being met, or replacement Resources are unavailable or have not yet arrived.

Upon completion of the standard 14-day assignment, an extension of up to an additional 14 days may be allowed (for a total of up to a maximum of 30 days, inclusive of mandatory days off, and exclusive of travel). Regardless of extension duration, two mandatory days off will be provided prior to the 22<sup>nd</sup> day of the assignment.

If a crew is required to remain in camp, compensation while the crew is on mandatory days off prior to the 22<sup>nd</sup> day of the assignment and while the crew remains Under Hire will be compensated at the Guarantee Rate as outlined in the Shift Guarantee section of this Agreement. Hand Crew assignment extensions shall be documented and approved via a completed and signed Optional Extension Form (Attachment C). Upon demobilization, regardless of assignment extension duration, the crew shall return to its DDL for two mandatory days off.



## D. 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:
  - o End of Section E - Read and Sign the Waiver and Release of Liability
  - o End of Section F - Read and Sign the Application/Agreement
2. Submit the completed signed Application/Agreement in its entirety along with the required documents to:

<b>PHYSICAL ADDRESS</b>	OR	<b>EMAIL ADDRESS</b>
Department of Natural Resources		<a href="mailto:PreseasonAgreement@dnr.wa.gov">PreseasonAgreement@dnr.wa.gov</a>
Wildland Fire Management Division		
ATTN: Wildfire Preparedness Coordinator		
1111 Washington Street SE, 4th Floor		
MS 47037		
Olympia, WA 98504-7037		

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:
    - a. Application/Agreement:  
Contractor Name\_2023\_Preseason Application
    - b. 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](mailto: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
  4. Email the files to the Wildfire Preparedness Coordinator at:  
[PreseasonAgreement@dnr.wa.gov](mailto:PreseasonAgreement@dnr.wa.gov)





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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, 4<sup>th</sup> 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.



**E. 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 his/her 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.**

**PLEASE READ AND SIGN:**

I have read, understood, and accepted the conditions of the WAIVER AND RELEASE OF LIABILITY printed above.

CONTRACTOR'S SIGNATURE	PRINT NAME	DATE
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**F. Contractor Certifications**

By checking each box and initialing, Contractor (or designee) certifies that he/she has read, understands, agrees, and accepts the terms/conditions as outlined		
	INITIALS	I certify that all crew members are 18 years of age or older.
	INITIALS	I certify that all vehicle operators possess a current valid driver's license for the type of vehicle/equipment being operated.
	INITIALS	I certify that I own or have permission from the owner to staff, the vehicles/equipment contracted under this Agreement.
	INITIALS	I certify that the vehicles/equipment contracted under this Agreement are in good working condition.
	INITIALS	I certify that the vehicles/equipment contracted under this Agreement are properly licensed.
	INITIALS	I certify that the crew will comply with all applicable laws, rules and regulations.

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, 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	TITLE
SIGNATURE	DATE



**WILDFIRE**

**Submit this entire document to DNR.**

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



<b>DNR AGREEMENT NO</b>	
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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 \_\_\_\_\_

CONTACTOR PRINTED NAME

Here after 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) 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:**

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 to accomplish the fire suppression activities as assigned.
- c) Comply with the DNR Equipment Payment Provisions as outlined in this agreement.
- d) 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 Wildland Fire Incident.
- e) Ensure all personnel provided have training and qualifications for the work performed under this Agreement, evidenced by possession of a valid Incident Qualification Card document, or the equivalent as determined by DNR.



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- 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 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 shelter.
- g) Be responsible for any fines or penalties imposed upon the Contractor or the Contractors 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.
- i) 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.

### 3.01 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 on standby or at a Wildland Fire Incident.
- c) Provide safety training and certification to Contractor's personnel, or accept other certified training in lieu of DNR training, at DNR's sole discretion.

### 4.01 TRAINING/EXPERIENCE

Each person employed by the Contractor under this Agreement shall meet the following minimum requirements, and be able to provide evidence that employees meet the requirements upon request:

1. RT-130 Annual Fireline Refresher including fire shelter, as required.
2. Personnel shall be trained in accordance with Agreement requirements.
3. Incident qualification card, as required.
4. Commercial Driver's License, as required.
5. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.
6. DNR/Agency reserves the right to verify training at any time for all operators.

### 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 an SWV# or complete the [Vendor/Payee Registration Form](#) if needed.

## **8.01 PAYMENT PROVISIONS:**

All Hand Crews hired by the State will be paid according to: Section C, Subsection 5 of this Preseason Application and Agreement; the information and crew rate specified by the Contractor in their completed Attachment A, DNR Hand Crew Preseason Application and Agreement Resource Information & Rate Sheet; and Attachment D: Invoicing & Payment Processes.

## **9.01 STANDARD METHOD OF HIRE:**

The Contractor shall comply with the standard methods of hire, as outlined in Section C, Subsection 6 of this Preseason Application and Agreement.

## **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. Rate map may be found at [Travel | Office of Financial Management \(wa.gov\)](#). 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 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.

- a) 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.
- b) 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



## WILDFIRE

- 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.

### **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:**



## WILDFIRE

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](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

### **26.01 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.

### **27.01 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.

### **28.01 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.

### **29.01 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 A1  
DNR HAND CREW PRE-SEASON APPLICATION/AGREEMENT  
GENERAL RESOURCE INFORMATION**

**Number of 10-person crews: \_\_\_\_\_**

Designated Dispatch Location Address	City	State	

DDL Address	City	State	

DDL Address	City	State	

**Number of 20-person crews: \_\_\_\_\_**

Designated Dispatch Location Address	City	State	

DDL Address	City	State	

DDL Address	City	State	

**Number of Type 2IA 20-person crews: \_\_\_\_\_**

Designated Dispatch Location	City	State	

DDL Address	City	State	

DDL Address	City	State	

**Number of 10-person Camp Help crews: \_\_\_\_\_**

Designated Dispatch Location Address	City	State	

DDL Address	City	State	

DDL Address	City	State	

**Attachment A2  
DNR HAND CREW PRE-SEASON APPLICATION/AGREEMENT  
SPECIFIC RESOURCE INFORMATION & RATE SHEET  
(Please complete an Attachment A2 for each Hand Crew being submitted)**

**CREW TYPE:**  10-person     20-person     20-person Type 2 IA     10-person Camp Help

**Hourly Rate Per Person**

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Company Name

Company Owner(s)





Mailing / Payment Address

City

State

Zip Code




Email Address

Primary Contact Name

Primary Contact Title




Primary Phone Number

Secondary Phone

Other

**Is the mailing address (above) and the Designated Dispatch Location (DDL) the same?** Yes  No

If no, provide your DDL below:

--	--	--	--

**DDL Address**

**City**

**State**

**Zip Code**

**Are you willing to be dispatched out of your local geographic area? Please check one:** Yes  No

**Please indicate the distance (in miles) you are willing to travel or list "ANY"**

DO NOT submit Hand Crew Member IQCs with this Application. All Hand Crew Members will be subject to inspection of IQCs, and government issued photo identification upon arrival at an Incident.

**AUTHORIZATION:** The undersigned acknowledges, attests, and certifies individually and on behalf of the Contractor that the information contained herein is true, accurate and complete, and the required supplemental documentation is attached. Any falsification, deliberate omission, or concealment may subject to liability. The Contractor is bound by and shall comply with all provisions, terms, conditions, and requirements of this Agreement, including all Amendments, Addendums, Attachments and Exhibits, and is authorized to perform services in the State of Washington. The Contractor acknowledges that company and individual hand crew performance history, industry durability and rates offered may affect dispatch priority order of resources.

<b>Authorized Company Signature</b>	<b>Printed Name &amp; Title</b>	<b>Date</b>

**Attachment B1**  
**\*Required at time of Dispatch to Incident**

<b>DNR HAND CREW PRE-SEASON APPLICATION AND AGREEMENT MANIFEST FORM</b>										
ORDERING UNIT		INCIDENT NAME			INCIDENT NUMBER			RESOURCE NUMBER C-		
CONTRACTOR				DNR CONTRACT NO.		DESIGNATED DISPATCH LOCATION (DDL)				
CONTRACTOR REPRESENTATIVE				CONTACT PHONE		REPORT TO				
DEPARTURE			INTERMEDIATE STOPS			DESTINATION				
PLACE	ETD	ETA	PLACE	PLACE	ETD	ETA	PLACE	ETD	ETA	
<b>CREW MEMBER NAME</b>		M	F	<b>CREW MEMBER NUMBER</b>	<b>INCIDENT POSITION</b>	<b>SAWYER</b>	<b>EMT</b>	<b>1-Season or More of Experience?</b>		
1.					CRWB			Yes	No	
2.					FFT1			Yes	No	
3.					FFT2			Yes	No	
4.					FFT2			Yes	No	
5.					FFT2			Yes	No	
6.					FFT2			Yes	No	
7.					FFT2			Yes	No	
8.					FFT2			Yes	No	
9.					FFT2			Yes	No	
10.					FFT2			Yes	No	
11.					FFT1			Yes	No	
12.					FFT2			Yes	No	
13.					FFT2			Yes	No	
14.					FFT2			Yes	No	
15.					FFT2			Yes	No	
16.					FFT2			Yes	No	
17.					FFT2			Yes	No	
18.					FFT2			Yes	No	
19.					FFT2			Yes	No	
20.					FFT1			Yes	No	
<b>DRIVER AND VEHICLE INFORMATION</b>										
Driver Name		License Number/State		MSPA Exp. Date		Vehicle Make/Model		Vehicle License No.		
SIGNATURE AND PRINTED NAME OF AUTHORIZED COMPANY REPRESENTATIVE								DATE		

**ATTACHMENT B2 – HANDCREW INSPECTION FORM**

<b>HANDCREW INSPECTION FORM</b>					
DATE:	PASS:	<b>FAIL:    REMEDY:</b> NOTICE OF NONCOMPLIANCE ISSUED AND COPY SENT TO CONTRACTING OFFICER			
CONTRACTOR (Include # Identifier)	CONTRACT/AGREEMENT NO	RESOURCE ORDER NUMBER <b>C-</b>	CREW SIZE		
INCIDENT NAME	INCIDENT NUMBER	POINT OF HIRE			
HOST UNIT DISPATCH CENTER	CREW HOURLY RATE \$	WORK/REST INFORMATION DATE of Last Day Off for Entire Crew			
<b>PRE-USE INSPECTION</b>					
INSPECTOR:		HOME UNIT:		PHONE NO:	
CONTRACTOR REPRESENTATIVE: (Print)			PHONE NO:		
CONTRACTOR REPRESENTATIVE: (Signature)			TITLE:		
<b>CREW BOSS and INSPECTOR CHECK LIST</b>				<b>YES</b>	<b>NO</b>
RESOURCE ORDER					
CREW MANIFEST					
COPY OF CONTRACT/AGREEMENT					
CONTRACT/AGREEMENT AWARD INFORMATION INCLUDING SCHEDULE OF SERVICES					
LANGUAGE REQUIREMENT – CREW BOSS AND SQUAD BOSSES must be able to Speak, Read /Understand & Write English and be Fluent in the Language of Crew or Squad they are assigned to.					
PERSONNEL ID CARDS					
FEDERAL OR STATE PICTURE ID'S					
CURRENT STATE DRIVER LICENSES					
CURRENT MSPA CERTIFICATIONS					
EQUIPMENT MANIFEST					
INSURANCE MEDICAL FORMS					
EXTERIOR CREW IDENTIFICATION ON SUPPORT VEHICLE DOOR PANELS					
VEHICLE INSPECTION FORM OF-296 – One for Each Support Vehicle – Signed by Government Representative					
<b>NWCG MINIMUM CREW STANDARDS FOR MOBILIZATION</b>					
Crews are Not to be Considered Type 2 IA Unless Under Contract/Agreement As Such					
MINIMUM STANDARDS	TYPE 2 IA CREW QUALIFICATIONS	TYPE 2 CREW QUALIFICATIONS			
Fire Line Capability	Initial attack; Crew can be broken into Squads; fireline construction; firing to include burnout	Initial attack/ fire line construction, firing to include burnout			
Crew Size	18 – 20 Persons	18 – 20 Persons			
Leadership Qualifications	CRWB & Squad Bosses – Bosses shall be ICT5 qualified	CRWB and 3 FFT1 Squad Bosses			
Experience	20% of the crew shall have one season or more experience	20% of the crew shall have one season or more experience			
Full Time Organized Crew	Mandatory Availability Period only, as required in Schedule of Services	When stuated as available			
Communications	4 Programmable Radios	4 Programmable Radios			
Sawyers	3 Qualified at all times	None			
Training	Basic firefighter training and/ or annual firefighter safety refresher	Basic firefighter training and/ or annual firefighter safety refresher			
Fitness	Arduous	Arduous			
Maximum Weight	5,300 lbs.	5,300 lbs.			
Dispatch Availability	Available during Mandatory Availability Period or as per status in IROC	Available during Mandatory Availability Period or per status in IROC			
Production Factor	0.8 (see Fireline Handbook 410-1)	0.8 (see Fireline Handbook 410-1)			
Transportation	See Contract/Agreement for Crew Ground and Air Transportation	See Contract/Agreement for Crew Ground and Air Transportation			
Tools & Equipment	Contractor Supplied	Contractor Supplied			
Personal Gear	Contractor Supplied	Contractor Supplied			
PPE	Contractor Supplied	Contractor Supplied			



# ATTACHMENT B2 – VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST

GENERAL EQUIPMENT INFORMATION			10. PRE-USE INSPECTION		
1. INCIDENT NAME/NO.	2. RESOURCE ORDER NO.		Accepted                      Rejected		
3. CONTRACTOR NAME			MILES/HRS _____ DATE _____ TIME _____		
4. AGREEMENT NO.	5. EXPIRATION DATE		Inspector's printed name _____ Title _____		
6. MAKE/MODEL	7. EQUIPMENT TYPE		Inspector's signature _____		
8. VIN/SERIAL NO.	9. LICENSE NO./STATE		<b>Section III - LIABILITY</b>		
<b>Section I - HEAVY EQUIPMENT</b>		<b>Acceptable</b>		The purpose of this checklist is to document pre-existing vehicle/equipment condition and to determine suitability for incident use. I hereby acknowledge full responsibility and liability for the operation and mechanical condition of the vehicle/equipment described herein.  Operator's printed name _____ Title _____ Operator's signature _____ Date _____	
		YES	NO		
1. ROPS, roll-over protection system: Manufacturer-approved system secured to mainframe of tractor. Must include approved seat belts.				<b>Section IV – TRANSPORT OR SUPPORT VEHICLES</b>	
2. Gauges and lights: mounted and function properly. *					
3. Battery: check for corrosion, loose terminals, and hold downs.				1. "DOT" or CVSA inspection in the last 12 months(if required). *	
4. Engine running: check oil pressure, knocks and leaks.				2. Gauges and lights: mounted and function properly. *	
5. Sweeps, deflectors, safety screens, glass. *				3. Seat belts: operate properly for each seating position. *	
6. Steering components: tight, free of play. *				4. Glass and mirrors, no cracks in vision. *	
7. Brakes: damaged, worn or out of adjustment. *				5. Wipers, washers, and horn operate properly. *	
8. Exhaust system: equipped with a USFS-qualified spark arrester unless turbocharged. *				6. Clutch pedal: proper adjustment (if applicable).	
9. Fuel system: free of leaks and damage. *				7. Cooling system: full, free of leaks and damage.	
10. Cooling system: full, free of leaks and damage. *				8. Fluid levels (e.g., oil) and condition: full and clean.	
11. Fan and fan belts: check for proper tension. No fraying/cracks.				9. Battery: check for corrosion, loose terminals and hold downs.	
12. Engine support, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf. *				10. Fuel system: free of leaks and damage. *	
13. Belly plate, radiator guards: securely mounted and free from debris. *				11. Electrical system: alternator and starter work.	
14. Final drive, transmission and differential: check for dripping.				12. Engine running: check oil pressure, knocks, and leaks.	
15. Sprocket and idlers: crack in spokes, sharp sprocket teeth, no welds.				13. Transmission: check for leaks.	
16. Tracks and rollers: no broken pads, loose rollers, broken flanges. Grouser height 1-1/4" min. *				14. Steering components: tight, free of play. *	
17. Dozer and assembly: trunnion bolts missing, cracks. *				15. Brakes: damaged, worn or out of adjustment. *	
18. Rear hitch (drawbar): serviceable, safe.				16. 4-Wheel drive: check transfer case, leaks (if applicable).	
19. Body and cab condition: describe dents and damage.				17. Drive line LI-joints: check for looseness.	
20. Equipment cleanliness: all areas free of flammable materials, noxious weeds, and invasive species.				18. Suspension systems: springs, shocks, other. *	
21. All hydraulic attachments: operate smoothly and all cylinders hold at extension; hose, lines, and pumps have no excessive wear and/or leaks.				19. Differential(s): check for leaks.	
22. Backup or travel alarm (minimum 87 dB). *				20. Exhaust system: no leaks under cab or before turbo. *	
23. Oil level and condition: full and clean.				21. Frame condition, body/bed properly attached. *	
<b>Section II - ATTACHMENTS/PUMP/CHAINSAW/OR OTHER (Specify)</b>		<b>Acceptable</b>		22. Tires/wheels (including spare and all changing equipment) sufficient load rating, tread depth, no major damage. * 23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23. 24. Emergency equipment required. Fire extinguisher _____ Spare fuses _____ Reflectors _____ 25. Operator(s) properly licensed. ** Expiration Date _____ State _____ License No. _____ Class _____ Endorsement _____ Med. Cert. Expiration Date _____	
		YES	NO		
1. No missing/broken components, no loose hardware.				24. Emergency equipment required.	
2. Sufficient fluid levels (oil, coolant, etc.)				25. Operator(s) properly licensed. **	
3. Cutting bar: straight, chain in good condition.				Expiration Date _____ State _____	
4. Cutting teeth: sharp, good repair.				License No. _____ Class _____	
5. Pump: builds pressure, no water or oil leaks.				Endorsement _____ Med. Cert. Expiration Date _____	
6. Engine starts, idles, and shuts off with switch.				<b>11. RELEASE</b>	
* Safety Item – Do not accept until brought into compliance.				<b>No Damage/No Claim</b>	
** Include information for additional operators in REMARKS section.				MILES/HRS _____ DATE _____ TIME _____	
				Operator's printed name _____ Title _____	
				Operator's signature _____ Date _____	
				Inspector's printed name _____ Title _____	
<b>Section V – REMARKS</b>					

CONTRACTOR COPY - PRE-USE/RELEASE

# ATTACHMENT B2 – VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST

## Section IV - Transport and Support Vehicles

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

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

### 2. Gauges and Lights (393.82, 393.11)

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

### 3. Seat Belts (393.93)

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

### 4. Glass and Mirrors (393.60, 393.80)

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

### 5. Wipers and Horn (393.78, 393.81)

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

### 10. Fuel System (393.65, 393.67)

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

### 14. Steering (393.209)

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

### 15. Brakes (393.40-393.55)

- Brake system has any deficiencies as described in FMCSA.
- Brake system has any missing, loose, broken, out of adjustment or worn out components.
- Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- Brake system has any air or fluid leaks.

### 18. Suspension Systems (393.207)

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

### 20. Exhaust (393.83)

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

### 21. Frame (393.201)

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

### 22. Tires and Wheels (393.75, 393.205)

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

### 24. Emergency Equipment (393.95)

- Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use.
- Spare fuses or other overload protective device.
- Warning devices for stopped vehicles.

### 25. License (383.23, 391.41)

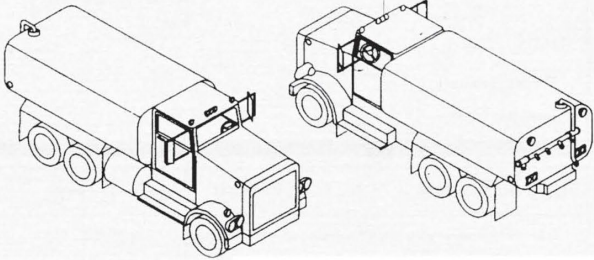
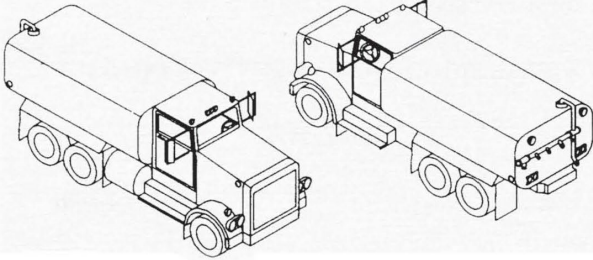
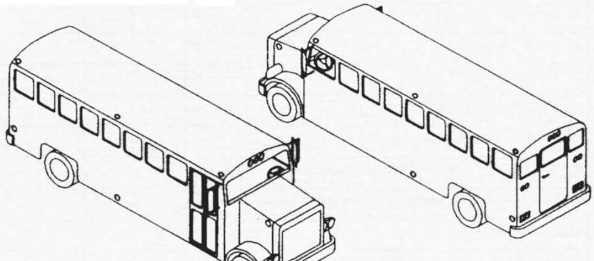
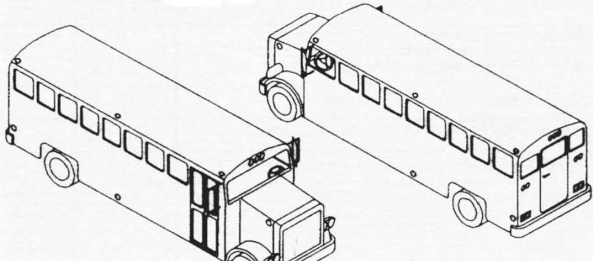
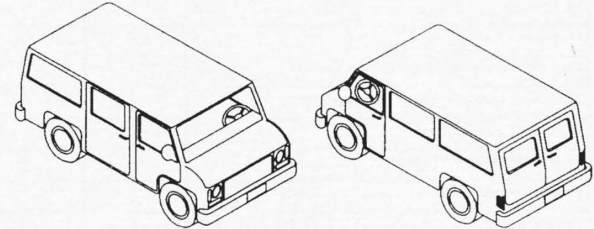
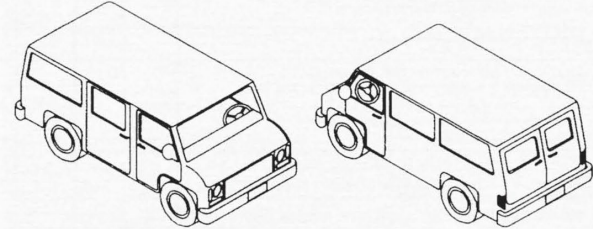
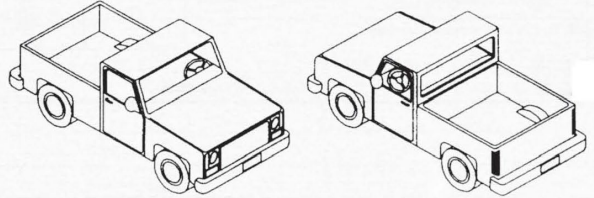
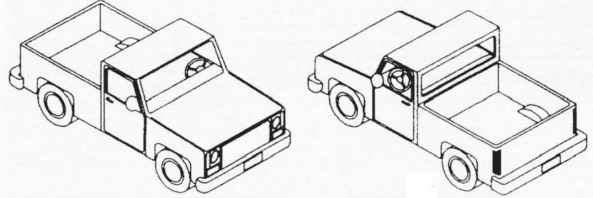
- No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates.
- Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and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

### **IN ADDITION TO THE ABOVE:**

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

**The inspector shall inspect for compliance with the FMCSA, State and Local laws and regulations. Therefore, the Inspector must ACCEPT or REJECT all equipment he/she inspects.**

**ATTACHMENT B2 – VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST**

Section IV, Item 23 - Truck, Bus, Van, Pickup, Body Condition Inspection	
Pre-Use Inspection	Release Inspection
	
	
	
	
<b>Remarks</b>	

**Attachment C**  
**DNR TYPE 2 HAND CREW PRE-SEASON APPLICATION AND**  
**AGREEMENT OPTIONAL EXTENSION FORM**  
**RESOURCE and INCIDENT INFORMATION**

Company Name: \_\_\_\_\_ Agreement No.: \_\_\_\_\_

Incident Name: \_\_\_\_\_ Incident No.: \_\_\_\_\_ Request No.: \_\_\_\_\_

**EXTENSION INFORMATION**

Prior to any extension, the health, readiness, and capability of the crew will be considered. The health and safety of Incident of incident personnel and resources will not be compromised under any circumstances.

Length of Extension and Last Workday: \_\_\_\_\_

Justification (Select One):

- Life and property are imminently threatened,
- Suppression objectives are close to being met, or
- Replacement resources are unavailable or have not yet arrived.

Mandatory R&R Day(s) will be taken on: \_\_\_\_\_

R&R Instructions (Select One): \*\*\*The first two selections are paid at 8-hour guarantee rate.

- Government directed R&R at ICP/Fire Camp \*\*\*
- Government directed R&R at specified location away from ICP/Fire Camp \*\*\*
- Government directed R&R at Contractor DDL/home
- Government allows Contractor to choose R&R location
- Government directed R&R at specified location, but Contractor chooses to R&R elsewhere

Additional Documentation (if needed)

**Requested By:**

Incident Supervisor: \_\_\_\_\_ Incident Position: \_\_\_\_\_  
(print/sign legibly) Contact Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**Approved By:**

Contractor/CRWB: \_\_\_\_\_ Date: \_\_\_\_\_  
(print/sign legibly) Contact Phone: \_\_\_\_\_

Team IC, Deputy IC or OSC: \_\_\_\_\_  
(print/sign legibly) Contact Phone: \_\_\_\_\_ Date: \_\_\_\_\_

DNR Wildland Fire Management Division OPS ADM or DNR CC Manager: \_\_\_\_\_  
(print/sign legibly) Contact Phone: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT D: INVOICING & PAYMENT PROCESSES**

**INVOICING PROCESSES**

Crew Time Reports (SF-261) shall be completed daily with the Contractor’s hours worked and submitted to the government representative they are working for on the Incident. The government representative must review and sign the Crew Time Report verifying the hours worked and any other charges such as authorized meal breaks, RON allowances, etc.

If the Incident is being management by an Incident Management team, completed and signed Crew Time Reports must be submitted to Finance. Finance will post the Crew’s time and any other authorized charges to an Emergency Equipment Use Invoice (OF-286). When the Crew is released from the Incident, the Finance Section will close out the Emergency Equipment Use Invoice including estimated time for return travel and approval of any Overnight Allowance or Meal Allowance, if applicable. Supporting receipts, for Government approved expenses such as RON allowance, if applicable. Any receipts that are not available prior to demobilization from the Incident must be submitted by the Contractor to the Administrative Office for payment, within 10 days from demobilization from the Incident. Failure to do so will result in expenses being deducted from the invoice.

The Contractor’s Representative and the Government Representative will both print their names and phone numbers on the invoice and sign the invoice verifying the information contained on the form is correct. If an Incident Management Team is not in place the Equipment Use Invoice (OF-286) will be completed by the Incident Commander or a Finance Representative from the local DNR unit.

**PAYMENT OFFICES**

Payments will be processed for Incidents by the Administrative Office indicated on the Emergency Equipment Use Invoice (OF 286) generated by the Incident. DNR regions will be the Administrative Office for Payment on Incidents hosted within their region. Wildland Fire Management Division is responsible for payment for any preparedness orders requested by them. A map of the DNR Regions can be found here: [DNR Regions and Districts | WA - DNR](#).

Administrative Office for Payments:

<p><b>Olympic Region</b> 411 Tillicum Lane Forks, WA 98331-9271 (360) 374-2800</p>	<p><b>Pacific Cascade Region</b> 601 Bond Road Castle Rock, WA 98611-0280 (360) 577-2025</p>
<p><b>South Puget Sound Region</b> 950 Farman Ave. N Enumclaw, WA 98022-9282 (360) 825-1631</p>	<p><b>Southeast Region</b> 713 Bowers Road Ellensburg, WA 98926-9301 (509) 925-8510</p>
<p><b>Northeast Region</b> 225 S Silke Road Colville, WA 99114-9369 (509) 684-7474</p>	<p><b>Northwest Region</b> 919 N Township St. Sedro-Woolley, WA 98284-9384 (360) 856-3500</p>
<p><b>DNR - Wildland Fire Management Division</b> 1111 Washington St. SE MS 47037 Olympia, WA 98504-7037 (360) 902-1300</p>	