INSTRUCTIONS

DNR HIRE-AT-FIRE EMERGENCY AGREEMENT - INCIDENT ONLY

THIS DNR HIRE-AT-FIRE EMERGENCY AGREEMENT — INCIDENT ONLY IS INTENDED TO BE USED TO CONTRACT FOR SERVICES WHEN DNR <u>DOES NOT</u> HAVE ANOTHER AGREEMENT IN PLACE (i.e. resource availability, forest land response, engine, interagency agreement, etc.)

- (1) DATE: Insert date Agreement is being completed.
- (2) **PROCUREMENT AGENCY:** Check box for the appropriate DNR region ordering the resource(s). Complete address and phone number information for the DNR region office.
- (3) AGREEMENT NUMBER: Enter Agreement Number. The Agreement Number will be a combination of both the request number and the incident/project number. The region entering into the Agreement will issue this number. (i.e., WA-WAS-000004-E-2)
- (4) INCIDENT/PROJECT NUMBER: Enter Incident/Project Number of the incident. (i.e., WA-WAS-000004)
- (5) INCIDENT NAME: Enter the name of the incident.
- (6) **REQUEST NUMBER:** Enter request number. This number will be the request number as listed on the resource order. (i.e., E-2)
- (7) **POINT OF HIRE:** Enter the actual location of asset when ordered by DNR. Travel will be paid from the actual asset location to the incident and from the incident back to the original location.
- (8) ORDERING DISPATCH CENTER: Enter dispatch center where order originated.
- (9) AGREEMENT EFFECTIVE DATES: Enter first day of work on an incident. The ending date is the day of demobilization.
- (10) CONTRACTOR NAME: Enter Contractor name. Complete address and phone number information.
- (11) WA STATE VENDOR PAYEE: Check appropriate box. This section is intended to be a reminder for fiscal staff to check if a vendor payee form has previously been filled out and filed with the State of Washington. If the Contractor is in the WA State database, check the Contractor exists box. If the Contractor is not in the WA State database, ensure that the Contractor completes vendor payee paperwork and check the Contractor has completed paperwork box.
- (12) OPERATING SUPPLIES BEING FURNISHED BY: Check appropriate box. Contractor (WET) means that the rate is based on the Contractor supplying equipment including all fluids such as gasoline, oil, hydraulic fluid, suppressants, etc.
- (13) THE OPERATOR WILL BE FURNISHED BY THE CONTRACTOR: No input required. This field is a clarification field only that Operators are supplied by the Contractor. DNR's current Wage & Equipment Rate Guide only lists equipment with operator rates.
- (14) **ITEM DESCRIPTION:** Enter the description of each item being contracted; including equipment VIN, make, model, year, serial number, accessories, or other identifying features.
- (15) NUMBER OF OPERATORS PER SHIFT: Add number of operators being supplied by the Contractor per shift. Refer to the current DNR Wage & Equipment Rate Guide for the definition of shift.
- (16) OPERATOR NAME(S) AND PHONE NUMBER(S): List names and phone numbers of all operators.
- (17) RATE \$: Enter the rate listed in the current DNR Wage & Equipment Rate Guide. If not using the DNR Wage & Equipment Rate Guide, justify why in the Special Provisions Section.
- (18) TYPE: List how the rate will be applied; hourly, daily, shift, mileage, etc.
- (19) **SPECIAL PROVISIONS:** Justify any negotiated rate outside of the current DNR Wage & Equipment Rate Guide or any other extenuating circumstance that would deviate from standard operating procedure.
- (20) ACCEPTING TERMS AND CONDITIONS: Ensure that the Contractor checks each box and initials that they have read, understand, agree to and accept the terms and conditions outlined. Also, ensure that the Contractor has completed the back of the Agreement. A name, signature, and date are required on the back of all four copies.
- (21) CONTRACTOR OR AUTHORIZED AGENT SIGNATURE: Ensure that the Contractor or person authorized to sign on behalf of Contractor has signed the Agreement.
- (22) DNR AUTHORIZED REPRESENTATIVE SIGNATURE: Ensure that the DNR authorized representative (Region Manager or designee) has signed the Agreement.
- (23) CONTRACTOR PRINTED NAME AND TITLE: Ensure that the Contractor or authorized agent has printed his/her name and title.
- (24) DNR PRINTED NAME AND TITLE: Ensure that the DNR authorized representative (Region Manager or designee) has printed his/her name and title.
- (25) WAIVER AND RELEASE OF LIABILITY: Ensure that the Contractor has signed the Waiver and Release of Liability.
- (26) **EMAIL DISTRIBUTION:** Provide via email a copy to DNR Finance at <u>DNRREWDFireBusiness@dnr.wa.gov</u>, Incident Finance Section, and Contractor.

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				(1) DATE:		
(2) PROCUREMENT AGENCY: WA STATE DNR Region: (check appropriate location) Northeast Olympic Pacific Cascade			(3) AGREEMENT NUMBER: (i.e., WA-WAS-000004-E-2)	(4) INCIDENT/PROJECT NUMBER: (i.e., WA-WAS-000004)		
☐ Southeast ☐ Northwest ☐ South Puget Sound Address (Street/City/State/Zip):		(5) INCIDENT NAME:	(6) REQUEST NUMBER: (i.e., E-2)			
			(7) POINT OF HIRE:	(8) ORDERING DISPATCH CENTER:		
Phone Numbers: Office: FAX:			(9) AGREEMENT EFFECTIVE DATES: Beginning Date: Ending Date: This is an incident only Agreement; expiring at demobilization from the incident listed above. Reassigned resources need a new agreement.			
(10) CONTRACTOR NAME:			(11) WA STATE VENDOR PAYEE: (check appropriate box − fiscal staff) ☐ Contractor exists ☐ Contractor has completed paperwork			
Address (Street/City/State/Zip):			(12) OPERATING SUPPLIES BEING FURNISHED BY: (check appropriate box) ☐ CONTRACTOR (WET) ☐ DNR			
Phone Numbers: □ Cell: □ Night: □ FAX:			(13) THE OPERATOR WILL BE FURNISHED BY THE CONTRACTOR.			
(14) ITEM DESCRIPTION: equipment Include VIN, make, model, year, serial no., accessories or other identifying features.		(15) No. of OPERATORS PER SHIFT:	(16) OPERATOR name(s) and phone number(s)	(17) RATE \$: List rate from the current DNR Wage & Equipment Rate Guide or justify other rate in the Special Provisions Section below.	(18) TYPE: List how rate will be applied; hourly, daily, shift, mileage, etc.	
(19) SPECIAL PROVISIONS:						
(20) By checking each box and initialing, Contractor (or designee) certifies that he/she has read, understands, agrees, and accepts the terms/conditions as outlined.						
(contractor initials)		fy that I am 18 years of age or		· · · · · · · · · · · · · · · · · · ·		
(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 have the necessary wildland fire safety training and/or qualifications needed to operate a vehicle/equipment to perform or support fire suppression activities. This is evidenced through possession of a valid Incident Qualification Card or a wildland fire safety training document as outlined in RCW 76.04.181.					
(contractor initials)	I certify that I have read, understand, accept, and agree to the terms and conditions within the insurance section as outlined on page 2 (back side) of this Agreement.					
(contractor initials)	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.					
(contractor initials)	I certify that I own or have permission from the owner to sign this Agreement on the owner's behalf.					
(contractor initials)		I have read, understand, accepted, and signed the conditions of the WAIVER AND RELEASE OF LIABILITY listed on page two (back side) of this Agreement. (Contractor name and signature REQUIRED on the back side of all four copies.)				
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.						
(21) CONTRACTOR OR AUTHORIZED AGENT SIGNATURE:			(22) DNR AUTHORIZED REPRESENTATIVE SIGNATURE:			
Date:			Date:			
(23) CONTRACTOR PRINTED NAME AND TITLE:			(24) DNR PRINTED NAME AND TITLE:			

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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.

<u>Cancellation</u>: 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.
- 2. 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.

The CONTRACTOR has read, understands and acknowledges that if he/she does not possess the appropriate insurance as identified above, he/she accepts full personal liability for all third-party claims, suits, injuries, losses, and property damage related to Contractor's performance under this agreement. Contractor understands that Contractor's PERSONAL ASSETS ARE AT RISK IN THE ABSENCE OF APPROPRIATE INSURANCE COVERAGE.

CONTAINS A WAIVER AND RELEASE OF LIABILITY PLEASE READ CAREFULLY!

Prior to completing and signing the section below, please ensure that protection is placed between each page so that the printed/signed sections do not bleed through to the front of the Agreement.

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

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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.

(25) CONTRACTOR PRINTED NAME AND TITLE:	CONTRACTOR OR AUTHORIZED AGENT SIGNATURE :	DATE SIGNED: