



DNR PRE-SEASON APPLICATION AND AGREEMENT OPERATIONS

A. APPLICATION INSTRUCTIONS – SUMMARY:

1. Pre-season Agreements are agreements used to support or engage in fire suppression. These agreements serve as an organized way to make our agency aware of private resources that may be available for hire within a geographic area or service specialty.
2. Download, read and become familiar with the current year [Washington State Wage & Equipment Rate Guide](#) as the requirements within are included as part of this DNR Pre-Season Application and Agreement –
Operations. (The Washington State Wage & Equipment Rate Guide may change every year. If the Rate Guide changes an Amendment may be sent to the Contractor.)
3. Use the current year [Washington State Wage & Equipment Rate Guide](#) to help complete this Pre-Season Application/Agreement.
4. Visit the [Office of Financial Management \(OFM\), Statewide Vendor/Payee Services](#) Webpage and complete the required documentation in order to be paid by WA State for services rendered; including but not limited to the Vendor/Payee Registration Form and Direct Deposit Authorization Form. It is the responsibility of the Applicant/Contractor to ensure registration with OFM has been completed. DNR cannot make payments to the Contractor until the OFM process has been completed.
5. Only Contractors who submit a complete Application/Agreement and certify to comply with all of the Application/Agreement terms and conditions will be added to DNR’s Pre-Season Agreement source list.
6. For services provided on the fireline, Contractor shall ensure every responding employee and subcontractor has completed their required RT-130 Operator Safety Training and/or required annual refresher and certificates are sent to the address below, prior to accepting an assignment.
7. The Applicant/Contractor owner or authorized representative must sign this DNR Pre-Season Application/Agreement in two places for it to be valid:
 - a) End of Section F - Read and Sign the Waiver and Release of Liability
 - b) End of Section G - Read and Sign the Application/Agreement
8. Submit the completed, signed Application/Agreement in its entirety per the instructions as outlined within to:

PHYSICAL ADDRESS:

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

OR

EMAIL ADDRESS:

PreseasonAgreement@dnr.wa.gov Wildland



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B. CONTRACTOR INFORMATION:

Contractor Information:

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

Contractor Contact Information for dispatch purposes:

MANY INCIDENTS OCCUR AT NIGHT OR ON WEEKENDS.	
IT IS ESSENTIAL THAT WE HAVE A PRIMARY AND ALTERNATE CONTACT AS WELL AS A 24-HOUR PHONE NUMBER	
PRIMARY CONTACT NAME	ALTERNATE CONTACT NAME
DAY PHONE	DAY PHONE
NIGHT PHONE	NIGHT PHONE
EMAIL ADDRESS	EMAIL ADDRESS



C. ELIGIBILITY INFORMATION:

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

<input type="checkbox"/> _____ (contractor initials)	<p>1. RT-130 OPERATOR SAFETY TRAINING COMPLETED – required annually for all operators going to the fireline: (check one)</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Contractor certifies all operators going to the fireline have received RT-130 Operator Safety Training. Contractor will send the RT-130 Operator Safety Training certificate for each operator going to the fireline at the time of Application, and annually thereafter, through the life of this agreement.</p> <p><u>All RT-130 Operator Safety Training certificates are required to be submitted with this Application/Agreement.</u></p>
<input type="checkbox"/> _____ (contractor initials)	<p>2. RT-130 OPERATOR SAFETY TRAINING ADMINISTERED BY: (check one)</p> <p><input type="checkbox"/> DNR</p> <p><input type="checkbox"/> DNR MOU Provider (list) _____</p> <p><input type="checkbox"/> Other (list) _____</p>
<input type="checkbox"/> _____ (contractor initials)	<p>3. INSURANCE REQUIREMENT – Refer to Section 13.01 – Insurance for details. <u>Certificates of insurance confirming coverage in effect at the time of Contractor signature is required to be submitted with this Application/Agreement.</u></p> <p>Contractor agrees to maintain insurance coverage in full force and effect throughout the life of this Agreement. At no time whatsoever shall the Contractor engage in work under this Agreement without the required insurance coverage in full force and effect.</p> <p>All insurance certificates are required to be submitted with this Application/Agreement and upon renewal.</p> <p>The following are attached: (check each box indicating the following certificates are attached with this Application/Agreement)</p> <p><input type="checkbox"/> Commercial General Liability</p> <p><input type="checkbox"/> Employer’s Liability “Stop Gap” Insurance</p> <p><input type="checkbox"/> Business Auto Policy</p>
<input type="checkbox"/> _____ (contractor initials)	<p>4. Do Not include equipment under a USFS VIPR Agreement.</p>
<input type="checkbox"/> _____ (contractor initials)	<p>5. Include equipment listed in the Washington State Wage and Equipment Guide.</p>



D. EQUIPMENT AND RATES:

1. Complete all fields applicable in the resource boxes provided on the next page.
2. If you have Firefighting Equipment available for DNR use, which is not listed in the current year Washington State Wage & Equipment Rate Guide, it can be listed on a DNR Secondary Source List by contacting the DNR Wildfire Preparedness Coordinator at PreseasonAgreement@dnr.wa.gov. If dispatched, a Hire-At-Fire Agreement will be executed for use on-incident, separate from this DNR Pre-Season Application/Agreement.
3. If you have Trailer Mounted Handwash Station(s), Shower Unit(s) or Catering Services, please visit our [Provide Equipment and Services for Fire Suppression](#) page. The Logistics Pre-season Agreement for Caterer, and the Pre-season Trailer Mounted Handwash Station and Shower Application/Agreements are located there. If you have questions please contact the DNR Wildfire Preparedness Coordinator at PreseasonAgreement@dnr.wa.gov for additional information.



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Resource Information	Attribute Values & Rates	Resource Information	Attribute Values & Rates
Type of Equipment:		Type of Equipment:	
Description:	Professional Fallers	Description:	
Quantity:		Quantity:	
Type (For DNR Use)		Type (For DNR Use)	
Serial /VIN No:		Serial /VIN No:	
Make:		Make:	
Model:		Model:	
Series/Year:		Series/Year	
GVW and Drive Wheels		GVW and Drive Wheels	
State License No:		State License No:	
Flywheel Horsepower:		Flywheel Horsepower:	
Optional:		Optional:	
Optional:		Optional:	
Rate Type (Daily/hourly)? (For DNR Use) SEE CURRENT WAGE & EQUIPMENT RATE GUIDE	See Washington State Wage and Equipment Rate guide.	Rate Type (Daily/hourly)? (For DNR Use) SEE CURRENT WAGE & EQUIPMENT RATE GUIDE	
If applicable complete the fields below		If applicable complete the fields below	
Water tender/truck Gallons		Water tender/truck Gallons	
Water tender-Tactical?		Water tender-Tactical?	
Water tender-Support?:		Water tender-Support?	
Gray water service pumping charge:		Gray water service pumping charge:	



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Resource Information	Attribute Values & Rates	Resource Information	Attribute Values & Rates
Type of Equipment:		Type of Equipment:	
Description:		Description:	
Quantity:		Quantity:	
Type (For DNR Use)		Type (For DNR Use)	
Serial /VIN No:		Serial /VIN No:	
Make:		Make:	
Model:		Model:	
Series/Year:		Series/Year	
GVW and Drive Wheels		GVW and Drive Wheels	
State License No:		State License No:	
Flywheel Horsepower:		Flywheel Horsepower:	
Optional:		Optional:	
Optional:		Optional:	
Rate Type (Daily/hourly)? (For DNR Use) SEE CURRENT WAGE & EQUIPMENT RATE GUIDE	See Washington State Wage and Equipment guide.	Rate Type (Daily/hourly)? (For DNR Use) SEE CURRENT WAGE & EQUIPMENT RATE GUIDE	
If applicable complete the fields below		If applicable complete the fields below	
Water tender/truck Gallons:		Water tender/truck Gallons:	
Water tender-Tactical?		Water tender-Tactical?	
Water tender-Support?		Water tender-Support:?	
Gray water service pumping charge:		Gray water service pumping charge:	



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Resource Information	Attribute Values & Rates	Resource Information	Attribute Values & Rates
Type of Equipment:		Type of Equipment:	
Description:		Description:	
Quantity:		Quantity:	
Type (For DNR Use)		Type (For DNR Use)	
Serial /VIN No:		Serial /VIN No:	
Make:		Make:	
Model:		Model:	
Series/Year:		Series/Year	
GVW and Drive Wheels		GVW and Drive Wheels	
State License No:		State License No:	
Flywheel Horsepower:		Flywheel Horsepower:	
Optional:		Optional:	
Optional:		Optional:	
Rate Type (Daily/hourly)? (For DNR Use) SEE CURRENT WAGE & EQUIPMENT RATE GUIDE		Rate Type (Daily/hourly)? (For DNR Use) SEE CURRENT WAGE & EQUIPMENT RATE GUIDE	
If applicable complete the fields below		If applicable complete the fields below	
Water tender/truck Gallons:		Water tender/truck Gallons	
Water tender-Tactical?		Water tender-Tactical?	
Water tender-Support?		Water tender-Support?:	
		:	
Gray water service pumping charge:		Gray water service pumping charge:	



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Resource Information	Attribute Values & Rates	Resource Information	Attribute Values & Rates
Type of Equipment:		Type of Equipment:	
Description:		Description:	
Quantity:		Quantity:	
Type (For DNR Use)		Type (For DNR Use)	
Serial /VIN No:		Serial /VIN No:	
Make:		Make:	
Model:		Model:	
Series/Year:		Series/Year	
GVW and Drive Wheels		GVW and Drive Wheels	
State License No:		State License No:	
Flywheel Horsepower:		Flywheel Horsepower:	
Optional:		Optional:	
Optional:		Optional:	
Rate Type (Daily/hourly)? (For DNR Use) SEE CURRENT WAGE & EQUIPMENT RATE GUIDE		Rate Type (Daily/hourly)? (For DNR Use) SEE CURRENT WAGE & EQUIPMENT RATE GUIDE	
If applicable complete the fields below		If applicable complete the fields below	
Water tender/truck Gallons		Water tender/truck Gallons:	
Water tender-Tactical?		Water tender-Tactical?	
Water tender-Support?		Water tender-Support?	
Gray water service pumping charge:		Gray water service pumping charge:	



E. APPLICATION INSTRUCTIONS – SUBMITTING THE APPLICATION/AGREEMENT:

1. Complete the entire Application/Agreement (Sections A through D) and Waiver and Release of Liability and Contractor Certifications (Section F and G). The following SIGNATURES are REQUIRED:
 - a) End of Section F - Read and Sign the Waiver and Release of Liability
 - b) End of Section G - Read and Sign the Application/Agreement
2. Submit the completed signed Application/Agreement in its entirety along with the required documents to:

PHYSICAL ADDRESS

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

OR

EMAIL ADDRESS

PreseasonAgreement@dnr.wa.gov Wildland Fire

3. Signature and submittal:

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

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

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

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

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



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Contractor Name_2023_Preseason Certificates

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

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



F. ACCEPTING THE WAIVER AND RELEASE OF LIABILITY:

CONTAINS A WAIVER AND RELEASE OF LIABILITY PLEASE READ CAREFULLY

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

WAIVER AND RELEASE OF LIABILITY

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

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

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



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G. CONTRACTOR CERTIFICATIONS:

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

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



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DNR input only beyond this point.

Agreement number and period of performance will be added to the Application/Agreement by DNR upon acceptance of this Application/Agreement and will be returned to contractor at the Contractor Contact Information listed within.



FOR DNR INPUT ONLY

DNR AGREEMENT NO.	<u>93-105715</u>
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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 **De Luna's Enterprises** hereafter referred to as the Contractor.

PURPOSE:

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

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

The Contractor understands this Agreement will be used only when needed as determined solely by DNR. DNR is not obligated to use the Contractor. DNR is obligated to compensate the Contractor only if the Contractor is dispatched to a wildland fire incident by DNR and the Contractor otherwise complies with all of the material terms of this Agreement. DNR reserves the right to dispatch resources based on closest forces, cost effectiveness, and other considerations and is not required to utilize the Dispatch Priority List (DPL) only when DNR is the jurisdictional/paying agency.

AUTHORITY:

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

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

1.01 PERIOD OF PERFORMANCE (term):

The period of performance of this Agreement shall begin on **7/18/2023** and end on **12/31/2026** 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 and as outlined in the current year [Washington State Wage & Equipment Rate Guide](#) to accomplish the fire suppression activities as assigned.
- c) Comply with the DNR Equipment Payment Provisions as outlined in the current year [Washington State Wage & Equipment Rate Guide](#).
- 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 wildfire incident.
- e) Ensure all personnel provided have training and qualifications for the work performed under this Agreement, evidenced by possession of a valid DNR Operator Safety Training qualification document, or the equivalent as determined by DNR.
- f) Ensure all personnel arrive at the Incident with the proper personal protective clothing and equipment (PPE) consistent with the criteria of WAC 296-305-07012 Personal protective clothing



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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) Make available to Contractor, on the external DNR webpage the current year [Washington State Wage & Equipment Rate Guide](#).
- b) Provide dispatch instructions to the Contractor when assigned to fire suppression operations or when placed on standby.
- c) Release the Contractor's personnel and equipment as soon as possible when no longer needed on standby or at a wildfire incident.
- d) Provide Operator 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 provide evidence that Contractor's personnel meet the requirements upon request, if applicable:

- a) RT-130 Operator Safety Training including fire shelter, as required.
- b) Personnel shall be trained in accordance with the Agreement requirements.
- c) Incident qualification card, as required.
- d) Commercial Driver's License, as required.
- e) All operators shall be able to operate the equipment safely up to the manufacturer's limitations.
- f) 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 a SWV# or complete the [Statewide Vendor Payee Form](#) if needed.

8.01 PAYMENT PROVISIONS:

All resources/equipment hired by the State will be paid according to the current year [Washington State Wage & Equipment Rate Guide](#). If equipment is hired under contracted rates, a copy of this Application/Agreement must be provided to the Finance section at the fire.

9.01 STANDARD METHOD OF HIRE:

The Contractor shall comply with the standard methods of hire, as outlined for each specific piece of equipment in the current year [Washington State Wage & Equipment Rate Guide](#).

10.01 LICENSING, ACCREDITATION AND REGISTRATION:

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

11.01 SUBCONTRACTING:

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

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

12.01 REMAIN OVERNIGHT ALLOWANCE (RON):

- a) Contractors under this agreement are not paid per diem or lodging expenses to and from incidents.
- b) When the incident cannot provide a campsite after the first shift worked, actual lodging expenses or the per diem locality rate published by OFM Statewide Accounting in the Washington State Administrative and Accounting Manual (SAAM), subsection 10.90 (Travel Rates. Rate map may be found at [Travel | Office of Financial Management \(wa.gov\)](#). 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.



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- 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



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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 Agreement, the Contractor shall comply with all federal and state non-discrimination laws, regulations, and policies.

15.01 INDEMNIFICATION:

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

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

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



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

16.01 RECORDS MAINTENANCE:

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

17.01 TERMINATION FOR CAUSE:

The Agency may terminate this contract in whole, or in part, at any time after one (1) days' notice whenever it is determined that the contractor has failed to comply with the terms and conditions of the Contract. The Agency shall promptly notify the contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

The rights and remedies of the Agency provided in this contract are not exclusive and are in addition to any other rights and remedies, provided by law.

18.01 TERMINATION FOR CONVENIENCE:

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

19.01 TERMINATION PROCEDURES:

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

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a



dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

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

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

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

20.01 CONFLICT OF INTEREST:

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

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

21.01 DISPUTES:

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

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



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

22.01 GOVERNING LAW:

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

23.01 SEVERABILITY:

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

24.01 HARASSMENT:

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

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

25.01 WAIVER:

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

26.01 ASSIGNMENT:

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

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

27.01 ENTIRE AGREEMENT:

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

28.01 CONFORMANCE:

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