

## HIRED EQUIPMENT

3833

(No. 16 March 2002)

A new Emergency Equipment Rental Agreement (EERA) has been negotiated between CDF and the Federal wildland fire agencies in California. This agreement becomes effective on May 1, 2002, and ends April 30, 2005. The agreement covers the forms and rates related to hiring and using rental equipment. The rates will also be included in the 3900 handbook process works and specific payment requirements.

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3833.1

(No. 19 February 2004)

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Other information on system requirements can be found in each of the sections on specific forms, e.g., [CDF-294](#), OF-297, [CDF-61](#), etc.

## **EMERGENCY EQUIPMENT RENTAL AGREEMENTS 3833.1.1**

(No. 19 February 2004)

The use of hired or rented equipment from private individuals or firms for emergencies is negotiated through Emergency Equipment Rental Agreements (EERAs). The EERA is a pre-incident agreement that becomes a binding contract after dispatch. It is for the use of privately-owned equipment during emergency situations. Types of equipment could include dozers, transports, water tenders, engines, shower units, etc.

**CDF does not hire or rent equipment from equipment brokers.** CDF will only enter into Emergency Equipment Rental Agreements (EERA) with individuals, corporations, and legal business partnerships that have legal title to or control of the equipment that will be covered by the agreement, as defined in Vehicle Code section 460. Such legal title or control must be evidenced by bill of sale, incorporation papers, lease agreements, or other legally enforceable documents. Equipment that is not registered in the name of the contractor or owned by the contractor must be controlled and paid for by the contractor under a written agreement. All equipment leases must be signed and dated by both parties, and must include terms commonly found in an equipment lease, such as term of the agreement, list of equipment, equipment rates, labor rates, limitations on use and control of the equipment, and responsibility for maintenance and repair.

The process of obtaining an Emergency Equipment Rental Agreement is facilitated by using the CDF Emergency Equipment Rental Agreement ([CDF-294](#)), a four-part form which includes CDF's "General Clauses," "General Provisions" and "Signature Page." The use of the Signature Page will allow a contractor to sign up with either CDF or a federal agency. By securing the signature of the second agency, the EERA becomes a valid agreement with either or both agencies.

**The contractor's complete package will include:**

1. The 4-page CDF Emergency Equipment Rental Agreement, CDF-294, with the Multi-Agency Signature Page, CDF's "General Provisions" and "General Clauses." Note the explanation of the Signature Page that terms and conditions depend on the agency for which the contractor is working.
2. [Std. 204](#) form "Vendor Data Record" for new contractors.
3. [CALSTARS 14](#) "Vendor Edit Table Maintenance" form.
4. [FC-100R](#) "Radio Frequency Use Agreement" if contractor will operate a radio on CDF frequencies.
5. [CDF-20](#) "Contractor Certification Clauses for Services up to \$4,999.99."

**NOTE:** For Disabled Veteran Enterprise contractors, the data provided on the documents listed above must be for the Disabled Veteran or his/her certified Disabled Veteran Business Enterprise, not for a business partner.

The rates shown on the schedule are the standard rates payable for each of the pieces of equipment listed. These rates represent maximum rates to be paid and **may not be exceeded without prior written approval from the Assistant Deputy Director for Fire Protection**. General adjustments to the rate structure or administration of the structure will be forwarded to the field as needed by joint memorandum from CDF and USFS.

If a contractor will not accept the standard rate, do not sign up his/her equipment. If the equipment is not in acceptable condition, do not put it under agreement.

A summary of the EERA rates can be found in [Section 3934.3](#) of the 3900 Rates Procedures Handbook. CDF employees shall stay within the standard EERA rate schedule when signing up equipment. Contractors who agree to accept the EERA rates shall have EERA rates apply to all equipment they rent during the emergency phase of the incident.

A rental agreement presented by an ordered contractor that is from another administrative unit that is not consistent with the standard EERA rate structure does not have to be accepted by the receiving unit. Examples would be: an [CDF-294](#) requiring that the transport remain on the clock; a dozer required to receive the hourly rate throughout the period of hire; or an owner-operator water tender receiving the higher audit rate. In this case, since the contractor is not responsible for the error, the incident command staff can do any of the following:

1. continue to use the contractor for the assignment for which he was hired, pay him in accordance with the original EERA, and then advise the issuing unit of the error in the EERA and request them to cancel and re-issue it with the correct rates; or
2. offer to cancel the EERA on the spot and write a new one for the correct rate, thus allowing the contractor to remain on the incident for the duration of the determined need; or
3. immediately release the contractor, and pay the contractor for the time assigned to the incident, and then advise the issuing unit of the error in the EERA and request them to cancel and reissue it with the correct rates.

Federal agencies and CDF units shall sign up equipment within their zone of influence. If you are contacted by a contractor outside your zone of influence with a request to initiate an Emergency Equipment Rental Agreement with them, refer them to the appropriate federal or CDF unit. An agreement signed by any Forest Service unit, CDF or other federal agency that adopts this rate structure within Region 5 is valid throughout Region 5. For payment purposes, a federal contracting officer's signature is required if a federal agency is making payment. CDF officers have the same requirement. The Signature Page portion of the EERA meets this requirement, and a copy of that portion of the form must be given to the contractor.

The 4-part Emergency Equipment Rental Agreement, CDF-294, is the form used to enter into an agreement. It is appropriate to accept an Emergency Equipment Rental Agreement, OF-294 prepared by a federal contracting officer, provided the contractor is made aware of the state's "General Provisions" and "General Clauses" (pages 2 and 3 of the CDF-294 form) that must apply to the federal OF-294 EERA for it to be used by CDF. **Remember:** The EERA, when correctly prepared and applied according to CDF policy, is a pre-incident agreement that becomes a binding contract after dispatch.

## **SIGN-UP INSPECTIONS**

### **3833.1.2**

(No. 19 February 2004)

At the time the EERA is prepared, a CDF employee should conduct an inspection of the equipment to ensure that it meets all requirements for complement, capacity, and capability contained in CDF policy, and that it appears to be in safe working condition. This inspection should be documented on the OF-296 or R5-5100-2T (Vehicle/Heavy Equipment Safety Inspection Checklist). Any obvious damage should be documented at this time. Any doubts about these conditions should be addressed and corrected by the contractor BEFORE the EERA is signed.

**Weight Certification:** Loaded water tenders (including operators and accessory equipment) will conform to manufacturer's gross vehicle weight rating (GVWR), or state highway gross vehicle weight (GVW) limits, whichever is less. This includes balancing the load in a manner that all axle weights comply with the manufacturer's gross axle weight ratings. When the vehicle is inspected by CDF at the time the agreement is prepared, the vehicle will be loaded to its legal capacity, and the contractor will provide weight tickets showing gross weight, net, and tare weight from a certified scale. (See also [7761.3, item 6.B.](#))

## EQUIPMENT LIABILITY

3833.1.3

(No. 20 April 2004)

The CDF general provisions to the California Interagency Emergency Hire of Equipment Rental Rates, [CDF-294](#), Clause 10, states our pre-hire agreement with the contractor; Loss, Damage, or Destruction - Damage to rented equipment as a result of the fire or fire suppression activities will be investigated by the Compensation Claims Unit at the incident. The documented damage will be handled through appropriate action at the incident or the Victim's Compensation and Government Claims Board claims process. All compensation claims investigations related to the incident will be filed in the Finance Section documentation package. When the unit in charge of the fire receives the document package, the Finance Section documentation package will be included with the incident documentation file. It is suggested that potential claims be brought to the attention of the unit administrative officer.

## INSURANCE REQUIREMENTS

- A. **Workers' Compensation.** Contractor shall provide Workers' Compensation coverage for contractor's employees in accordance with applicable California State Law. Owner-operators must be covered for work-related injuries by medical insurance if not covered by Workers' Compensation. This requirement does not apply to persons hired on FC-42 as Emergency Workers, since they are temporary state employees.
- B. **Comprehensive or Commercial General Liability.** CDF no longer requires contractors to carry this type of insurance

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- C. **Motor Vehicle Liability.** Contractor shall obtain, at Contractor's expense, and keep in effect for the duration of the agreement, a policy of Motor Vehicle Liability insurance that covers the vehicle **and the use intended** under the agreement. This coverage may be provided by combining the Motor Vehicle Liability insurance with the Comprehensive or Commercial General Liability insurance. Coverage shall not be less than **\$300,000**, combined single limit, per occurrence. **Exceptions:** Motor carriers transporting property other than hazardous materials, such as transport trucks hauling bulldozers, water tenders transporting water, and privately owned fire engines: 10,000 lbs. Gross Vehicle Weight Rating (GVWR) or greater: minimum **\$750,000** combined single limit, per occurrence (per Dept. of Motor Vehicles Industry Operations Division). The insurance policy should include an endorsement listing the State of California as an "additional insured."
- D. **Certification of Insurance.** As evidence of the required motor vehicle liability insurance coverage, the contractor shall maintain a current certificate of such insurance in each vehicle, as required by law. Certificates will be presented on demand of any CDF employee. When preparing the EERA, the CDF employee shall verify that the policy covers commercial use of the vehicle for the type of work to be performed under the agreement. Insurance carriers commonly exclude coverage for the vehicle when it is rented or used for commercial purposes. This is a common problem in the hiring of light vehicles, such as pickup trucks to be used as recon or supply vehicles.
- E. **Contractor's Insurance** shall cover all employee motor vehicle accidents.

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## EQUIPMENT OPERATORS

## 3833.1.4

(No. 19 February 2004)

Operators of equipment listed in the Emergency Equipment Rental Rate Schedule (EERRS) will be hired with their equipment on a [CDF-294](#) and remain employees of the contractor. For special needs, individual operators may be hired as pickup labor and signed up on an FC-42 as an employee of the state. The appropriate emergency worker (EW) rate shall be determined from the annual wage rate schedule. The annual wage rate schedule is located in the 3900 Rates Procedures Handbook, [Section 3933.4](#).

**NOTE:** The FC-42 process should be used only when equipment operators are needed in addition to those furnished by the equipment contractors; e.g., when equipment is hired without an operator and CDF hires an operator.

The following equipment categories are normally contracted with the operators and signed up on an CDF-294 Agreement:

- Bulldozers
- Water tenders
- Transports
- Buses
- Chainsaw

The following equipment categories shall be contracted on an [CDF-294](#) Agreement, without operators, in almost all instances, the operator's time being recorded and reimbursed through the FC-42 process:

- a) Special Vehicles
  - Sedans and jeeps
  - Pickups
  - Other stakesides (up to 3-1/2 ton capacity)
- b) Specialized Miscellaneous Equipment
  - Vans
  - Other equipment not listed in the EERRS
- c) Chain Saws for USFS Organized Crews (no FC-42 operator)

### **Audit rate certification process**

The certification process determines whether the contractor will be paid by the state at the audit or independent rate of pay shown in the rate schedule.

When the operator(s) is (are) hired with equipment on the CDF-294 or the OF-294 EERA, the federal or CDF contracting officer must inspect the contractor's documentation if the contractor requests the higher audit labor rate. This certification addresses whether the contractor routinely pays employees at or greater than union scale, as measured by the audit labor rate (formally known as "Davis-Bacon" rate) for the applicable area. Paying the local prevailing rate does not qualify the contractor for the full audit rate.

Contractor self-certification is not sufficient. The person preparing the agreement for the federal agencies or for CDF is to visually check payrolls before signing up equipment at the audit rates.

## **Documentation that a contractor must furnish to sign up at the audited rate**

The contractor shall provide copies of his/her union agreement, payroll stubs and/or sample payrolls throughout the year: in other words, records for other than fire season. Only those contractors who have paid these higher wages throughout the year will qualify for the audited rates. This documentation shall be retained in the contractor file for three years beyond the expiration of the EERA.

The contractor shall comply with all insurance and license requirements of the State of California and of the federal government. The 12-hour labor shift rate is calculated at eight (8) hours straight time, plus four (4) hours time-and-one-half, divided by 12.

Operator rates are based on the following reference sources:

Audit Labor Rate: This is the US Department of Labor's "Davis-Bacon" rate. It is the union scale rate that must be paid on federally-funded construction projects. This rate is comparable to the California Department of Industrial Relations "Prevailing Wage Rate." In order to qualify for the Audit Rate, the contractor must show proof that employees are paid at least the amount indicated in the Rate Guide. This amount may vary for different types of equipment.

Independent Labor Rate: This rate is based on the June 2001 US Department of Labor "Service Contract Act (SCA) Rate", which is the minimum wage that the federal government requires a contractor to pay his employees for firefighting work performed under federal service contracts

The Davis-Bacon Rate and the California Prevailing Wage Rate differ by county. The single rate shown for the Audit Rate is based on the average Davis-Bacon rate for all California counties. The SCA rate is a statewide rate.

Operator rates include an allowance for the cost of the following:

- Workers' compensation
- Fringe benefits
- Overhead and profit

## **OPERATOR HOURS**

**3833.1.5**

(No. 20 April 2004)

Because firefighting is frequently a 24-hour per day job, contractors may sometimes be required to provide relief operators.

Water Tenders: Even though they are hired to assist CDF in fire control work, privately-owned water tenders are not exempt from the driving hour limitations contained in CVC 34501 or CCR Title 13, section 1212. While it appears that the firefighting exemption in CVC 34501.2(b)(4) would apply, there is no companion regulation in Title 13 that applies that exemption, drivers of regulated vehicles must adhere to the applicable commercial driving restrictions.

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**Also, for safety reasons, if the use of a water tender is expected to exceed 12 hours per day, a second operator should be requested from the contractor and driving duties should be divided between the two operators. (See also 7761.2.6.7.)**

Bulldozers: Bulldozer operator work shifts exceeding 16 hours in a calendar day are unacceptable except in unusual circumstances, which must be clearly justified in writing by the fireline supervisor responsible for the work of the equipment, e.g., division supervisor, strike team leader. **If the actual work hours of the bulldozer are expected to exceed 12 hours in a 24-hour period, a second operator should be ordered from the contractor.** Bulldozer/transport units hired for standby and initial attack may be hired with one operator. If actual use later meets the conditions described above, a second operator should be ordered

At no time will two operators be paid for the same hours of work on the same piece of equipment under the guarantee. Payment for overlapping travel time to and from the incident base, motel, etc. is not allowed.

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## **EQUIPMENT WITHOUT OPERATOR**

**3833.1.6**

(No. 16 March 2002)

When equipment without operator is hired under a daily rate, it is hired "dry" and CDF will furnish all operating supplies in order to provide more equitable compensation to the contractors.

### **Example:**

On a rented trailer-mounted diesel generator, for ease of maintaining the unit without an operator, the responsible agency will service the trailer as necessary and the state will provide the fuel.

### **Deductions:**

When hired dry, the state furnishes **only** fuel, oil and lube at no cost. Mechanic's services or parts are chargeable back to the contractor and the transaction must be posted on the Forestry Mobile Equipment Work Order, ME-107, and transferred to the Emergency Equipment Use Invoice, CDF-61, at the end of the incident.

## EQUIPMENT RATES

3833.1.7

(No. 20 April 2004)

For a full presentation on hired equipment rates, see the California Interagency Emergency Hire of Equipment Rental Rate [Section 3934](#), "Summary of EERA Rates" in the 3900 Rates Procedures Handbook.

### **The California Interagency Emergency Hire of Equipment Rental Rate schedule.**

The rate schedule contains the rates payable for each of the equipment categories listed. *It is based on the following rate references:*

Green Book: This is the 2001 "AED Green Book : Rental Rates & Specifications for Construction Equipment", published by EquipmentWatch, a unit of Intertec Publishing, 1735 Technology Drive, Suite 410, San Jose CA 95110-1333. (800) 669-3282; [www.equipmentwatch.com](http://www.equipmentwatch.com).

Blue Book: This is the "Rental Rate Blue Book for Construction Equipment, Volume 1", published by EquipmentWatch, a unit of Intertec Publishing, 1735 Technology Drive, Suite 410, San Jose CA 95110-1333. (800) 669-3282; [www.equipmentwatch.com](http://www.equipmentwatch.com).

Both of these publications are "researched and published to meet the needs of the construction industry in rental agreements, construction contracts, force accounts, claim work, litigation, and cost accounting." They are intended by the publisher to serve as "the standard reference for rental rates on all classes of construction equipment", providing "industry standard rates for negotiating equipment cost reimbursement", "using independent, unbiased cost analysis." Rates shown reflect average rates charged by contractors throughout the US. These publications are "specified by more than 47 state departments of transportation", and is "the only privately researched and published equipment rate guide approved by the FHWA for use on federally-funded construction projects." Rates shown in the Emergency Equipment Rental Rate schedule are based on Green Book costs for new equipment, and are not depreciated.

Rental Equipment Rate Guide: Published by Miramar Communications, Inc., 23815 Stuart Ranch Road, Malibu CA 90265-8987. Intended by the publisher to serve as a complete source of rental rates. Rates are based on 50 factors that affect business costs associated with the rental of various kinds of construction and other equipment.

Audit Labor Rate: This is the US Department of Labor's "Davis-Bacon" rate. It is the union scale rate that must be paid on federally-funded construction projects. This rate is comparable to the California Department of Industrial Relations "Prevailing Wage Rate." In order to qualify for the Audit Rate, the contractor must show proof that employees are paid at least the amount indicated in the Rate Guide. This amount may vary for different types of equipment.

Independent Labor Rate: This rate is based on the June 2001 US Department of Labor “Service Contract Act (SCA) Rate”, which is the minimum wage that the federal government requires a contractor to pay his employees for firefighting work performed under federal service contracts.

The Davis-Bacon Rate and the California Prevailing Wage Rate differ by county. The single rate shown for the Audit Rate is based on the average Davis-Bacon rate for all California counties. The SCA rate is a statewide rate.

Past Practice Rate: This rate is used when no other appropriate rate basis could be located, and when payment at the 1999-2001 rate yielded a sufficient number of hires without complaint from the contractor community. Rate is the 1999-2001 rate, plus a 3.9% increase based on the increase in the US Bureau of Labor Statistics Producer Price Index (PPI) for the period 1999-2001.

The rate for older equipment that does not appear on the schedule will be the same as for listed equipment of the same size and capability. The "AED Green Book" and the “Rental Rate Blue Book for Construction Equipment” may be helpful in making these comparisons. Contact the CDF Departmental Hired Equipment Coordinator for additional assistance in determining the appropriate rate.

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## **Bulldozers**

Bulldozers will be paid on the basis of size, as determined by make and model. Bulldozers are listed by ICS Type and are further categorized by CDF Size Class.

### **Exceptions to the standard rates are:**

1. Equipment from governmental agencies with which CDF has a cooperative fire protection agreement; or
2. Equipment from commercial leasing firms for which no standard rate has been established

## **Hourly work rates**

Hourly work rates apply when equipment is under hire as ordered by the state and on shift, as verified by Incident Action Plans and by Shift Tickets, including relocation of equipment under its own power.

## **Payment of the Guarantee amount**

The guarantee is paid for each calendar day that equipment is under hire based on 8 hours. It is not applicable to equipment hired under the daily rate. Equipment under transport is time under hire compensated through the guarantee. If equipment is transported under its own power, it is compensated under the hourly work rate.

## **Equipment maintenance**

Equipment hired with operator is hired "wet." (Equipment hired without operator is hired "dry.") When equipment is hired "wet," it is the contractor's responsibility to provide fuel, oil, grease, filters, parts, service and labor required to maintain equipment in safe operating condition. When preparing the EERA, ask the contractor how he will fuel and service his equipment.

CDF does not pay for contractor service units that the contractor uses to service his own equipment. However, at the request of the contractor, the state may (at its option) provide labor, fuel, oil, grease, filters and other necessary items to service and/or maintain the contractor's equipment in an operable condition, with the costs thereof being determined by the state and deducted from the payment due the contractor. The charge for labor, when provided by the state, will be at a flat rate of \$75.00/hour, prorated in 30-minute increments.

## **Deductions**

If the state furnished fuel, oil or lube, the transaction must be posted on the Fuel & Oil Issue, Form R5-6300-164, or the Emergency Equipment Fuel and Oil Issue Form, OF-304. These charges, plus any costs for mechanics, services or parts, are also posted on the Forestry Mobile Equipment Work Order, Form ME-107, and forwarded by the ground support unit to the finance section where the costs are deducted from the contractor's payment. Costs for any accountable firefighting equipment issued to the contractor and not returned to CDF will also be deducted from the contractor's payment.

## **Time under hire**

Time under hire is established on the first and last day except for unauthorized withdrawal of equipment or equipment that is not repaired within 24 hours. For example, if a bulldozer is ordered at 0600 and is in transport status until it arrives at the incident at 1100 and then placed "off shift" the actual time under hire is from 0600 until 2400 hours (18 hours). Therefore, the bulldozer would get the full guarantee for that day.

A second example using the same bulldozer may be if it were ordered at 1700 and arrived at 2300 and then placed "off shift" for the balance of the night. Payment would be for one-half the guarantee as time under hire was less than eight hours.

For rate information on specific types of equipment, see the appropriate sections of the Emergency Hire of Equipment Rental Rate [Section 3934](#) of the 3900 Rates Procedures Handbook.

Water/fuel tenders, refer and storage, and water trailers, toilets, etc., at base camp are paid according to the applicable daily rate. **NO** hourly rate is applicable or acceptable. A half daily rate is paid for equipment that is under hire for less than 8 hours of a 24-hour period (midnight to midnight).

### Rates of payment

Payment for the emergency hire of equipment is either by the daily or guarantee system.

- a) Daily: The daily rate is for each calendar day (24 hours) that the piece of equipment is under hire based on at least 8 hours. One half of the daily rate will be for less than 8 hours of hire.
- b) Guarantee: The rate for each calendar day that the piece of equipment is under hire, based on at least 8 hours. For a period of hire of less than 8 hours, one half of the guarantee would be considered for payment. Payment is based on a comparison of the guarantee, miles driven and hours worked for that day. The amount paid would be the higher of either the guarantee or work hours or miles driven. In no case would both the guarantee and miles driven, or hourly rate be paid in a 24-hour period.

## BULLDOZERS (guarantee rate)

**3833.1.8**

(No. 20 April 2004)

- A. Bulldozers are paid the guarantee rate when under hire for 8 hours or more. If hours under hire are less than 8 hours during a 24-hour period (midnight to midnight) a 1/2 guarantee or hourly work rate will be applied, whichever amount is larger. The hourly rate is applied when the dozer is assigned and on shift.
- B. Bulldozers at ordered for an incident that are unassigned, and bulldozers that are under hire for initial attack but not yet assigned to an incident are not considered “on shift.” They are covered under the Guarantee until such time as they are assigned. When assigned to ordered for an incident, in order to be considered “on shift” under this provision, the contractor must have been ordered to be immediately available for work, and the operator and equipment must be immediately available for work at a moment’s notice. Daily payment for the dozer will be either the Guarantee rate or the Hourly work rate, whichever is greater, as verified by Incident Action Plans and Shift Tickets. In no case will both the Guarantee rate and the Hourly rate be paid in the same 24-hour period.

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**NOTE: Dozers must be equipped with minimum standard safety items (see Section 7761.4.3 in the 7700 Emergency Incident Management Procedures Handbook).**

- C. Dozers are paid at the one-operator or two-operator guarantee, or at the hourly rate, whichever is greater. The use of a second operator is included in the rate for work exceeding 16 hours and will not be compensated as an additional charge.
- D. Rates for bulldozers are determined by Size Class, based on the make and model. Hourly rates are **WET**. Hourly rates are based on depreciation, indirect ownership cost, major overhaul cost, fuel, lubricants, and labor and parts for routine maintenance, plus a factor for overhead and profit. The contractor is responsible for fuel and maintenance under all rate schedules, including "**WITHOUT OPERATOR.**" Service vehicle and service personnel are included in the hourly rates.
- E. Bulldozers must be equipped with lights for nighttime operation. If not equipped with lights, bulldozers shall be placed off-shift during hours of darkness and no payment is authorized. It is recommended that the request number be put on the vehicle as the incident equipment ID number. This improves the ability to coordinate paperwork. The Finance Section should check with the Logistics Section and recommend this procedure if it is not already being done.

**F. Dozers and transports**

Operational Option (CDF): CDF may exercise an "operational option" to hire a dozer and transport as a single unit when both are owned by the same contractor. The federal agencies will not exercise this option except as a "test" on specified forests. Contractors must provide pilot vehicle(s) when required by permitting agencies. Transport rates have been augmented to include the cost of using pilot vehicle(s) when required by permitting agencies.

The dozer/transport unit will be ordered under one request number. The dozer and transport shall be logged on separate Emergency Equipment Shift Tickets, form OF-297, to verify vehicle use, and shall be posted on separate date lines of the Emergency Equipment Use Invoice (CDF-61) for the dozer. Transports will be released after off loading the dozer, per Section 3934.3.2 of the 3900 Rates Procedures Handbook.

One payment will be made to the dozer unit owner by the agency responsible for the incident, i.e., CDF-61 or OF-286.

When the bulldozer and transport are owned by different contractors, the ECC will issue a separate request number for each piece of equipment. The transport may be acquired in one of two ways, at the option of the bulldozer contractor:

1. CDF may provide the bulldozer operator with one request for the bulldozer and a separate request number for the transport. The bulldozer contractor may then contact a transport contractor covered by a current [CDF-294](#) agreement with CDF, provide the transport contractor with the request number, and arrange for hauling services as requested by CDF.
2. CDF may contact a transport contractor covered by a current CDF-294, provide the transport contractor with the request number, and arrange to have the transport contractor haul the other contractor's bulldozer to the incident.

**G. Station Coverage Assignments**

Occasionally CDF may request a contractor to provide a bulldozer, transport, and two operators qualified to operate both, to stand-by at a CDF fire station or other location in order to provide for an immediate response, “initial attack” firefighting capability. In this situation, each operator must be “off duty” and away from the equipment for 12 hours, and then “on duty” with the equipment for 12 hours. This will allow the drivers to have sufficient driving time available when dispatched to a fire.

In Station Coverage assignments, when the dozer is loaded on the transport, and the dozer/transport unit is at the fire station, the transport and bulldozer will both be paid at the Guarantee Rate.

As soon as the dozer/transport unit is dispatched to a fire, it will be released from the Station Coverage order/request number and re-assigned to the new incident order/request number. Payment will be as described in subsections A through C above.

**H. Hired Bulldozers and Transports in Strike Team Assignments**

Occasionally CDF may request a contractor to provide a bulldozer, transport, and operators to work with a CDF bulldozer and transport in a “bulldozer strike team” assignment. In this situation CDF will normally request 2 operators that are qualified to operate both the transport and the bulldozer.

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When the dozer is loaded on the transport, and the dozer/transport unit is en route to a fire, at a staging area, or is otherwise directed by CDF to be immediately available (within 3 minutes) to respond to a fire, the transport will be paid at the Mileage Rate or the Guarantee Rate (whichever is greater). In strike team assignments the transport **will not** be released once the dozer is unloaded, but will remain assigned to the incident until such time as the bulldozer that it brought is released.

The bulldozer will be paid at the Guarantee Rate while it is loaded on the transport or when unassigned at an incident, and will be paid at the Hourly Rate when operating under its own power

## TRANSPORTS (guarantee rate)

3833.1.9

(No. 19 February 2004)

### Transport rates for hauling

ICC and California State PUC rates do not apply to CDF fire operations. There is only a one-operator guarantee rate for transports since experience has shown that this particular piece of equipment does not normally require two operators. If a second operator is required there will be no further compensation for that individual.

Transports shall be paid according to the appropriate guaranteed mileage rate as established by axle configuration in EERA.

The CDF hiring employee must explain to the contractor that transports and transport operators will be compensated for remaining at the site of the emergency **only when authorized by the state. Transports for which there is no current need should be released as soon as possible rather than being paid for the duration of the emergency.** (Remember that travel time for released transports to/from the home base is compensable.)

CDF will only pay for transport charges for haul-in and haul-out. **Once the dozer is unloaded the transport is released. If incident needs require, we may independently hire transports for availability and incident equipment hauls. Transports retained for incident operations use will be on the Incident Action Plan and identified by request number. Signed shift tickets or contractor-provided documents are not adequate forms of documentation of authorization for this purpose. Incident support and operations personnel shall exercise extreme caution when approached by lowboy transport personnel requesting a signature for authorization for continued hire and use of this equipment.**

Transport contractors are responsible for securing and paying for transportation permits required by the Department of Transportation. CDF may assist contractors in gaining access to permitting officials during hours when they are not available for normal contact by contractors. **CalTrans permit office telephone numbers are:**

<b>For the counties of INYO, Mono, Kern, San Luis Obispo, and south:</b>	<b>Inquiries: 909-383-4637</b>	<b>FAX 909-388-7001</b>
<b>For the rest of the state:</b>	<b>Inquiries: 916-322-1297</b>	<b>FAX 916-322-4966</b>
<b>24-Hour Emergency Number</b>	<b>Inquiries: 916-653-3442</b>	<b>FAX 916-653-3291</b>

If a transport is used to move equipment after it has been released, under CDF direction, or if it is on immediate availability status, the time AND MILEAGE of the period of operation for the move needs to be entered on a shift ticket. If the additional period of operation is in the same calendar day as haul in or out, the guarantee rate may cover the move. If on a new calendar day, it will be a new "hire" and a new guarantee rate will apply. There is also the possibility that the total miles for the calendar day rate will be greater than the guarantee rate. The transport will receive either the daily guarantee rate or the mileage rate, whichever is greater, but not both, for the calendar day.

A one-half (1/2) guarantee rate will be paid to transports for a period under hire less than 8 hours in a 24-hour period (midnight to midnight).

### **PILOT CARS (payment included with transport)**

**3833.1.10**

(No. 19 February 2004)

The transport owner is responsible for providing "pilot cars" when required by a permitting agency, such as CalTrans. The transport rates found in Handbook 3900, [Section 3934.3.2](#) include an allowance for one pilot car. If a second pilot car is required by the permitting authority, an additional payment will be made for that vehicle at the rate shown under "Second Pilot Vehicle" in that section. The contractor must furnish proof that the second pilot car was required.

Pilot vehicles associated with transports are often used by the contractor as a service unit or operator shuttle vehicle. This use is not billable to the state, since payment for these services is already included in the dozer (wet) rate.

## **WATER TENDERS (daily rate)**

**3833.1.11**

(No. 20 April 2004)

- A.** For payment purposes, water tenders are divided into three size categories. These are listed in Handbook 3900, [Section 3934.3.3](#).
- B.** Water tenders will arrive **loaded with water** ready for immediate assignment. CDF will provide a water source for the second and all additional loads required for the term of the incident.
- C.** Minimum standards for water tenders have also been clearly delineated. Consult the "Minimum Water Tender Specifications" section of the current Emergency Hire of Equipment Rental Rate ([Section 3934.3](#)). Water tenders not meeting the minimum standards will be replaced at the incident as soon as a replacement water tender can be exchanged. The original EERA deduction for lack of minimum standard equipment is no longer used; the water tender will be rejected for hire if it does not meet the minimum equipment standard.
- D.** Specifications have been established to ensure that water tenders supplied will meet wildland fire suppression needs. Water tenders that are fully licensed receive a daily \$150\* added to the standard EERA rate, prorated if the half daily rate is paid on the first or last day when under hire for less than 8 hours. The \$150 added is only given to those water tenders that have current proof of commercial vehicle registration for that vehicle. *These tenders* shall be fully registered as a commercial vehicle and shall be current with all federal (DOT) and state (BIT - Biannual Inspection of Terminal) requirements. Vehicles which require a commercial drivers license (CDL) operator when operating on public highways shall be provided with a qualified CDL operator at all times.

**\*The \$150 added for fully licensed water tenders does not apply to tractor-trailer combinations that are being paid at the water tender rate.**

- E. EQUIPMENT STANDARDS FOR ALL WATER TENDERS** (including fire water tenders, potable drinking water tenders, and "gray" water tenders):
  1. Water tanks are to be baffled, meeting the standards of NFPA, American Society of Mechanical Engineers, or other industry-accepted engineering standards.
  2. Tenders shall be configured in such a manner that the vehicle center of gravity is within the design limits of the equipment.
  3. Tenders shall be equipped with a back flow protection device for hydrant filling.

4. **All water tenders** must be equipped with the following minimum safety items:
- Reflectors, one set of three
  - Fire extinguisher, rated 10 BC or better
  - Chock blocks of appropriate size for tire diameter
  - Flashlight
  - Electronic backup alarm, minimum 87 DBLs
5. Fire Ready and Support water tenders will meet or exceed the following requirements:
- (a) Minimum useable capacity: 1,000 gallons for Support Group; 2,000 gallons for Fire Ready Group.
  - (b) One (1) axe/Pulaski and 1 shovel.
  - (c) Operator personal protective equipment:
    - Nomex shirt and trousers - CAL OSHA specifications
    - Nomex shroud is recommended
    - Hard hat
    - Goggles
    - Gloves
    - Fire shelter - USFS specifications
    - Lace-up leather boots
  - (d) Canteen with water, 1 gallon minimum.
  - (e) Pump, minimum 150 GPM.
  - (f) 100 ft. 1-1/2 serviceable cotton jacketed fire hose with nozzle.
  - (g) One (1) 1" combination fog/straight stream nozzle with 1-1/2" NH to 1" NPSH reducer.
  - (h) Two (2) each 1.5" NH connections or 1 each 2.5" connection with gated wye to 2 each 1.5" NH connections.
  - (i) One (1) fire hose clamp to clamp 1" to 3" or larger diameter fire hose
  - (j) One hydrant wrench.
  - (k) Tender shall be equipped with a minimum 24 feet of appropriate diameter hard suction hose, equipped with a screened foot valve or strainer.
  - (l) One 2.5" soft suction hose, minimum 20 ft. long, with NH couplings

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*All contractor-owned equipment should be clearly marked to prevent accidental confiscation by fire agency personnel. Such marking should be documented on arrival at the incident on the vehicle check-in inspection form.*

Pump assembly is to be driven either by power-take-off or engine drive. The pump shall be plumbed with a suction outlet so water may be drafted from a water supply such as a pond, river or creek to refill the tank or pump directly to the fire. An auxiliary engine-driven pump assembly is acceptable if the auxiliary unit is permanently mounted and plumbed to the tank, discharge and suction outlets, and if the pump meets the minimum GPM for the group.

All discharge outlets shall be plumbed to the pump. Gravity discharge systems are not acceptable.

Tenders shall be equipped with a minimum 24 ft. of appropriate diameter suction hose equipped with a screened foot valve or strainer. Tenders shall have a 2-½" valve with National Hose threads (NH) installed so that pressure or suction lines (hose) can allow filling or drafting by other engines. Adaptation of dump valve with fittings *is* acceptable.

A dump valve of a minimum 4" diameter or equivalent is desirable so that water may be discharged into portable tanks. This valve is to be at the bottom rear of tank to allow complete water discharge and should have a minimum clearance of 34" from ground to bottom of outlet.

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#### **F. EQUIPMENT STANDARDS FOR FIRE-READY WATER TENDERS**

Fire Ready Water Tenders will meet or exceed the criteria for Support Water Tenders, plus meet the following requirements:

1. 2,000-gallon minimum capacity
2. **250** GPM pumping capability
3. Suction fittings: one or more 2.5 " or 3" National and filling from a non-pressurized source, or to allow filling under pressure Hose (NH) thread connections to allow drafting, as from an engine, another tender, or from a pressurized source.
4. radio, field programmable to CDF frequencies. Either portable or fixed-mount is acceptable. Operators must use an earphone/microphone headset with the radio. (7761.6)

**NOTE: If an ordered water tender arrives at the incident without the required minimum safety items, required equipment or appliances, and does not meet the specifications for pump, plumbing, buildup, etc., the water tender will be rejected. For a rejected water tender, no payment will be made for any time incurred by the contractor and the equipment will not be hired on the incident.**

5. Any water tenders hired at scene during initial attack that do not meet the required minimum standards will be replaced by an ordered water tender as soon as operational needs allow.

#### **G. Water Tenders with SE Plates**

1. Water tenders with **S**pecial **E**quipment registration plates (SE) will be hired at the standard Water Tender-EERA Rate. SE plated water tenders must have all of the minimum standard safety and equipment compliment listed in the EERA [Section 3934.3](#).

2. The California Department of Motor Vehicles and Highway Patrol stated that there are a variety of circumstances where it is legal for SE plated vehicles to operate in fire fighting activities. Safety is still our primary concern and the following are requirements that SE plated water tenders will have to meet prior to use on any incident.

## **H. Annual Water Tender Inspections**

1. All **SE plate** water tenders, and water tenders not subject to the DOT inspection standard (under 26,001 lbs. GVWR, or registered in other states) that are under agreement with CDF must be inspected annually. This inspection must be performed by CHP or a facility licensed to operate as a commercial motor vehicle repair and maintenance shop. Forest Service and CDF personnel will not perform this service.
2. Each inspection will be valid only for one fire season -- normally May 1 through December 1. In no event will an inspection date of greater than 12 months be accepted. Vehicles with SE registration must have an inspection within the current calendar year of the fire season.
3. The inspection level will meet the inspection criteria of Federal Motor Carrier Safety Regulations, Part 393, Parts and Accessories Necessary for the Safe Operation, 393.1 through 393.209 and Title 49, Parts 40, 325 and 350 through 399, and California Vehicle Code Division 14.8, 34500, Safety Regulations and California Code of Regulations Title 13.
4. The commercial motor vehicle shop's DOT inspection form will be acceptable as long as the following are shown:
  - a. Shop's address and phone number.
  - b. Vehicle's identifying numbers (license and serial number).
  - c. Inspection form must have all critical items identified in the regulations listed above.
  - d. Repair documentation must show, in addition to 1 and 2, itemization of completed repairs.
  - e. All forms and job orders must be readable.
5. Alternatively, the R5-5100-2T Inspection Form may be used by the contractor. If this form is used, 1, 2, and 4 (when applicable), must be shown and must be accompanied by a copy of the inspector's work order(s).
6. Finally, either of the following California Highway Patrol Inspection Forms is also acceptable:
  - Form CHP 407F, Safetynet Driver/Vehicle Inspection Report, or
  - Form CHP 343A, Vehicle/Equipment Inspection Report, Motor Carrier Safety Operations

**NOTE: CHP 108, Truck and /or Tractor Maintenance & Safety Inspection is suggested as a guide only; it is not accepted as the safety inspection.**

7. For SE plate water tenders, and commercial water tenders under 26,001 lbs GVWR, proof of inspection for the current fire season must be on file with the Hired Equipment Coordinator of the CDF unit signatory to the agreement prior to placement in the unit Emergency Resource Directory.
8. All water tenders, regardless of type of vehicle registration must (1) carry a copy of the inspection with them, and (2) provide a copy to the Forest Service or CDF unit that originally signed up their equipment.
9. In addition, any vehicle arriving at an incident without proof of successful completion of this inspection, along with proof that noted defects have been corrected, will be rejected and will not be inspected until such documentation is produced. No payment will be made for any time incurred by the contractor.

#### **I. Inspection at Incident**

1. Upon arrival at the incident, or at any time thereafter, CDF may conduct an inspection of the equipment to ensure that the vehicle and operator meet all requirements for complement, capacity and capability, and that the vehicle and operator are in a condition to work safely. Any vehicle or operator failing such inspection should be released from the incident.
2. In cases of mechanical or complement deficiency, any vehicle that does not pass initial inspection at the incident will be afforded the opportunity for a second inspection. The contractor will be charged \$75.00/hr for the second inspection, prorated to the nearest ½ hour. If the vehicle does not pass the second inspection, it is rejected. No payment will be made for any time incurred by the contractor and the equipment will not be hired on that incident.
3. If the vehicle passes the second inspection, the total cost of the second inspection will be deducted from his/her final payment. Travel time to the incident will be paid. Time that the equipment was unavailable will not be compensated.
4. Before being released from an incident, each piece of hired equipment should be inspected by the incident Ground Support Unit and documented on Form OF-296, or R5-5100-2T. All contractor claims of damage that occurred while the equipment was under hire to CDF shall be documented at this time.

**J. Two separate daily rates**

1. Water tenders have two separate daily rates: 1) single operator and 2) two or more operators. It is essential that information is retrieved from the original resource order form identifying how the equipment was ordered (i.e., one or two operators). It is equally important to monitor the services provided to ensure that, if two operators are ordered, two operators are utilized over a 24-hour period.
2. This does not mean that both operators must be on-site 24 hours a day. It does mean that, if that piece of equipment was planned to be utilized longer than 12 hours, a second operator will be ordered by CDF and provided by the contractor. (See [Section 3833.1.5](#) for policy on water tender operator hours.) Equipment Managers must ensure that equipment operators are not working excessively long shifts.
3. The one-operator Daily Rate for water tenders includes compensation for 8 hours of straight time and 8 hours of time and one-half. The two-operator rate adds compensation for another 8 hours of straight time, for a total of 24 hours: 16 hours of straight time and 8 hours of overtime. This means that compensation for 8 hours straight time and 4 hours overtime for each operator is included in the rate.

**K. Compressed Air Foam Systems (CAFS)**

Water tenders with CAFS shall be paid the appropriate water tender rate, plus the CAFS rate (Section 3934.3.4), for the hours the CAFS is used as directed by the fire line supervisor.

**L. Natural Air Aspirating Foam System**

When used under the direction of a government official, water tenders with natural air aspirating foam systems shall be paid the appropriate water tender rate, plus the aspirated foam system rate per day (Section 3934.3.4). This rate shall not be prorated for less than a day, for the days the foam system is assigned or directed by a responsible government official. The contractor shall be compensated for foam agent for Compressed Air Foam Systems (CAFS) and natural air aspirating systems at the current market price, or shall be replaced "**IN KIND**" by the government. "**IN KIND**" replacement foam agents may not be from the same manufacturer as provided by the contractor.

**NOTE: Above rates only apply to water tenders equipped with foam systems. These rates do not apply to engine, or to other specialized equipment.**

## **WATER TENDER POTABLE (daily rate)**

**3833.1.12**

(No. 19 February 2004)

Potable water tenders are required to arrive at the incident **loaded** and ready for immediate assignment. As has been past practice, CDF is responsible for providing a potable water source for the contractor for any additional fills.

Potable water tenders will be signed up by EERA when certified by the California Department of Health Services. The California Department of Health Services only requires sanitary certification for potable water tenders and potable water tanks exceeding 250 gallons which are permanently attached to licensed motor vehicles such as trucks and trailers. A California Department of Health Services Sanitary Certification (sticker affixed to the tank) is required along with an activity log for each potable water tank that is permanently attached to licensed motor vehicles such as trucks and trailers.

**NOTE: NO EXEMPTIONS ARE ALLOWED TO CERTIFICATION AND LOG KEEPING REQUIREMENTS FOR CATEGORY X INCIDENT BASE POTABLE WATER TENDERS.**

It has been established that California Department of Health Services Standards apply to transportation of potable water to CDF and Federal incidents and extend to out of state contractors. California Department of Health Services regulations apply only to hauling of potable water. No regulations apply to storage containers once the water has been transferred **from a potable water hauler to a portable container.**

Upon delivery of potable water to the incident, the water can be either dispensed from the water hauler direct at incident base, to support functions, or transferred to a portable water storage container.

As always, the contractor providing potable water "containers" will be responsible for maintaining them in a sanitary condition, but a State of California health certification and sticker are not required.

Potable water containers at an incident base should be signed up on an Emergency Equipment Rental Agreement, form [CDF-294](#), utilizing water tender rates without operator, daily rate. Water pressure systems would be paid according to a negotiated hourly rate, dry.

Potable water tenders and tractor/trailer combinations routinely assigned to incident base will be paid at the appropriate **one** operator rate.

Certified potable water tenders no longer receive a daily \$150 addition to the standard EERA Agreement rate; they are paid the rates shown in [3934.3.5.1](#).

If a question arises as to the actual capacity of a water tender, the gallons can be determined by an empty/full vehicle weight at a certified scale based on one gallon of water equaling 8.34 lbs.

It is the policy of CDF to confirm at the incident base that the potable water tender meets the minimum requirements for potable water. Where certification is required, the logistics section will confirm minimum requirements using a checklist.

The \$150 added for fully licensed water tenders **does not** apply to tractor-trailer combinations that are being paid at the water tender rate.

Substandard size potable water carrying vehicles (less than 1000 gal) that are used for servicing portable hand washing equipment, etc., do not qualify for the additional \$150 amount paid to fully license water tenders. These miscellaneous types of vehicles are to be negotiated a reasonable rate that is appropriate to their task at the incident.

#### **Checklist to confirm potable water tender status:**

- Health Department seal or sticker (current calendar year) affixed to upper left quarter of rear of the hauling tank (California Department of Health Services, Food and Drug Branch).
- Available on vehicle, test results of bacterial analyses by a private licensed laboratory performed at least once per month during periods of hauling operation. The bacteriological sample must test for a coliform and plate count determination.
- Health regulations require that coliform levels less than 2.2 is desired but 2.2 is acceptable. On the test certificate, 2.2 will indicate none. Any potable water tender with a test certificate indicating a coliform level above 2.2 is not accepted. Water purification systems attached to water tenders are not accepted by the Department of Health Services as potable water tenders. Currently, there are no known contractors licensed in California to perform this water purification service.

#### **Special note on potable water:**

The California Department of Health Services (DHS) recommends that CDF units contact the nearest DHS field office to obtain a current listing of licensed potable water haulers for that area.

## **NON-POTABLE WATER TRAILER (WITH AND WITHOUT PUMP) (daily rate) 3833.1.13**

(No. 16 March 2002)

Private industry has made available water trailers (some that are certified potable) for incident use. Trailers have been divided into three size categories. Transport of a 1500-4000+ water trailer would be at the appropriate 2-3 axle tractor rate. Transport of a 1000-1499 gallon water trailer will be at the 2-axle tractor rate.

The tractor trailer combination, routinely assigned to incident base, is normally considered to be with tractor and will be paid at the one operator water tender rate based on tank size category.

**Non-potable water trailer 4000 gallon (without pump) (Daily Rate)**

The water trailer would normally be utilized as a stationary water source. Transportation of the tank trailer will be for the haul-in and haul-out at the appropriate 2-3 axle tractor rate.

**FUEL TRUCKS (daily rate)**

**3833.1.14**

(No. 19 February 2004)

CDF hires fuel trucks to provide fuel at incidents so that CDF and other government vehicles can be refueled without leaving the incident. CDF prefers that hired equipment operators either furnish their own fuel or purchase it directly from the fuel contractor at the incident. Preferential hiring for fuel trucks at incidents will be given to contractors with credit card capability. When hiring fuel truck contractors, they should be instructed to provide only road fuel, and not off-road (agricultural) fuel.

**Fuel truck rate**

The fuel truck rate is based on standard retail petroleum industry costs. (See [Section 3934.3.5](#)) Most commercial fuel contractors already have pre-established rental rates for their fuel trucks. The rates in section 3934.3.6 can serve as a guide to determine if those rates are reasonable.

CDF requests that fuel truck contractors, when possible, accept cash or credit cards for fuel and oil purchases from non-governmental hired equipment contractors at the incident. Federal agency and CDF vehicles will continue to use the Emergency Equipment Rental Agreement, R5-6300-164, or the Emergency Equipment Fuel and Oil Issue, Form OF-304, to record their fuel use with contractor billing to CDF for payment. The option of using credit cards may also be available for federal agencies and CDF in lieu of the fuel issue Form R5-6300-164 or OF-304.

This policy must be carefully explained to all equipment contractors at the time they are signed up. CDF prefers that hired equipment operators either furnish their own fuel or purchase it directly from the fuel contractor at the incident.

Special attention must be paid to hazardous materials concerns such as leaky fuel nozzles, tanks, etc. Inspections are critical on these vehicles.

**Fuel trucks must be equipped with the following items:**

- HAZMAT spill kit adequate for spills of up to 50 gallons;
- Fire extinguisher, 10BC or better;
- Chock blocks of appropriate size for tire diameter;
- Flashlight; and

- Approved backup alarm, minimum 87 decibels.

The fuel truck shall be fully registered as a commercial vehicle and be current with all DOT, EPA, and state inspection requirements. Vehicles which require a CDL operator when operating on public highways shall be provided with a qualified operator at all times.

The fuel truck dispensing system must be so designed to eliminate the wrong product being dispensed; that is, gasoline being introduced into a diesel-powered vehicle due to the dispensing system not being completely drained from the previous fueling. A separate dispensing system for each product carried on the fuel tender is preferred.

The fuel truck shall have a certified meter to measure accurate deliveries. The fuel tender operator shall be required to complete fuel issue documents as required by the incident.

Propane truck or tank rates should be negotiated and shall not be calculated based upon the water tender or fuel truck rates.

## **FIRE ENGINES (negotiated rate)**

**3833.1.15**

(No. 19 February 2004)

Fire Engine agreements shall identify equipment using the ICS classifications (Type 1, 2, 3, or 4) as shown in the ICS Field Operations Guide. When making agreements with fire departments, ensure that the equipment is not government surplus. If the equipment is government surplus, negotiate a rate for operational costs only, such as fuel, oil, insurance and ancillary equipment.

When a fire engine or other fire apparatus is signed up, the [CDF-294](#) EERA should identify equipment using the ICS classifications on the face of the document. Apparatus may be paid at a rate established by Unit agreement or OES rate schedule.

## **FALLERS, CHAINSAW OPERATORS AND SWAMPERS**

**3833.1.16**

(No. 19 February 2004)

### **DEFINITIONS:**

#### **Chainsaw Operator**

Chainsaw Operators are assigned to fireline construction to perform tasks such as bucking logs and cutting small trees up to 24 inches dbh. They will utilize saws of the 42cc to 66 cc size class, and will be paid at that rate. If the contractor insists on utilizing a larger cc (displacement) saw, the contractor will be paid at the lower (less than 67cc) saw rate.

**Chainsaw Operator Module:** consists of 1 Chainsaw Operator, with saw, transportation, fuel, maintenance tools and supplies, and all required safety equipment.

### **Faller**

*Fallers are assigned to special cutting problems or burning trees in excess of 24" dbh. They will utilize saws of the 67cc to 89cc size class, and will be paid at that rate.*

**Faller Module:** consists of 1 Faller, with saw, transportation, fuel, maintenance tools and supplies, and all required safety equipment.

**Swamper:** Swampers are not to be routinely hired. However, CDF and federal wildland fire agencies may authorize or require that a swamper work with a Faller or a Chainsaw Operator. They may be hired to transport extra equipment needed to handle old growth or problem trees, or to otherwise assist the Faller or Chainsaw Operator in performing difficult drops.

The agencies will hire the Faller/Chainsaw Operator, saw, vehicle, and swamper (if required) as one unit. Payment for the swamper will be paid as an addition to the chainsaw rate.

## **REQUIREMENTS:**

### **Faller Requirements**

Prior to signing a pre-hire agreement with a Faller, the contractor must show evidence that he/she is qualified as such. Such evidence may be in the form of (1) references from former employers, customers, or government forest practice foresters or sale administrators who can provide verbal or written verification of the Faller's ability to fall and buck trees exceeding 24" dbh. **If experience as a Faller cannot be verified, CDF should not enter into the agreement.**

### **Chainsaw Operator Requirements**

Prior to signing a pre-hire agreement with a Chainsaw Operator, the contractor must show evidence that he/she is qualified as such. Such evidence may be in the form of references from former employers, customers, or government forest practice forester/sale administrators who can provide verbal or written verification of the contractor's ability to fall and buck trees up to 24" dbh. If experience as a Chainsaw Operator cannot be verified, CDF should not enter into the agreement.

**Other Requirements :** Fallers and Chainsaw Operators will be treated as contractors and will be expected to provide all equipment necessary to do their job. This will include providing their own chainsaw, transportation, and personal protective equipment (PPE). Required PPE includes:

- Nomex shirt and trousers (CalOSHA approved)
- Hard hat (attached Nomex face shroud is recommended)

- Goggles
- Gloves (CalOSHA approved)
- Fire shelter - USFS specifications
- Lace-up leather boots
- Chainsaw chaps

If the contractor does not have the required Nomex, gloves, goggles, and fire shelter, CDF may, if available, provide these items to the contractor, and either recover them later or deduct the cost of these items from the contractor's payment. **If the contractor does not have the required PPE and CDF is unable to provide it, the contractor will be released.**

The contractor will be responsible for the safe condition, operation, maintenance, and fueling of his/her equipment and vehicle.

**Swamper Requirements:** The swamper will have vibram sole or calk boots, gloves and hard hat. Other personal protective equipment (PPE) will be provided by the government. Swampers will not be "upgraded" to Fallers or Chainsaw Operators after being signed up as swampers. Swampers shall be 18 years of age or older.

### **Timekeeping and compensation**

#### Payment for labor and equipment under EERA:

The contractor employing a Chainsaw Operator, Faller, or Swamper is to be paid according to the terms of his Emergency Equipment Rental Agreement (EERA) using the appropriate ordering agency's Emergency Equipment Use Invoice. (For CDF this is the CDF-61.) Contractor saw(s) are to be listed on the EERA by size and at the appropriate EERA rate. Payment will be based on the saw size required to do the job and the hours under hire.

The rate of pay includes compensation for the contractor's cost of employing the Faller, Chainsaw Operator, or Swamper, including wages, benefits, major medical insurance and/or workmen's compensation insurance, chainsaw operation and maintenance, and transportation. **Contractors providing Faller, Chainsaw Operator, or Swamper services are required to show proof of workmen's compensation insurance coverage for employees or proof of major medical insurance coverage for owner-operators.**

The contractor will be paid the hourly rate per day **when the Faller, Chainsaw Operator, or Swamper are on shift.** This will not normally exceed 16 hours per day and will end when the contractor returns to the incident base or camp. (In addition, they will be paid the appropriate work rate for their original travel from and final return to their point of hire. Off shift travel time to home and back plus incident base for shift assignments is not compensable.)

### 90+ cc rate

The 90+ cc rate is reserved for ordered extra horsepower necessary to manage the felling of old growth, shattered snags and trees of exceptional size. Unpredictable risk and trees that require specialized equipment (i.e., tree jacks and a second saw) are factors to consider when ordering a faller with a saw of this size. Fallers will be paid a higher rate for larger saws, but only if the larger saw is ordered by the government.

## **CHAINSAW OPERATOR/FALLERS SPECIAL            3833.1.16.1 CIRCUMSTANCE**

(No. 16 March 2002)

### **Special Circumstance**

A CDF unit can decide to hire a known local Faller, Chainsaw Operator, or Swamper, at their discretion, who do not possess workers' compensation or medical insurance coverage. Under this circumstance, the Faller, Chainsaw Operator, and/or Swamper are hired as a temporary state employee, rather than as a contractor or contractor's employee. Just as with hiring under an EERA, hiring of a Swamper must be specifically justified by the ordering agency.

The Emergency Worker Faller, Chainsaw Operator, or Swamper are paid using the Form FC-42, Time Sheet and Pay Voucher system (I-9 required), and the saw (daily rate) and vehicle (actual mileage), are paid separately on two Emergency Equipment Use Invoices, Forms [CDF-61](#), or combined on one SPO.

### Payment for equipment under EERA and labor under FC-42

When Fallers, Chainsaw Operators, or Swampers are hired as temporary state employees, an EERA is prepared for payment for the chainsaw and vehicle at the "Without Operator" rate. Saws are paid at the Daily Rate based on engine displacement (cc) of the saw. The Faller's or Chainsaw Operator's transportation is paid at the mileage rate only (**no guarantee**) for the actual miles driven, based on vehicle type provided. The saw and the transportation are paid separately on two CDF-61 "Emergency Equipment Use" invoices, or combined for payment on a single Sub-Purchase Order (SPO).

The Faller, Chainsaw Operator, or Swamper is hired using the FC-42 "Time Sheet and Pay Voucher" system, and paid at the appropriate Emergency Worker (EW) rate shown in section 3934.10. The Emergency Worker classification for these positions are:

Faller:	EW VIII
Chainsaw Operator:	EW V
Swamper:	EW III

When hired as temporary state employees, Fallers, Chainsaw Operators, and Swampers are paid only for actual hours of assigned work (**no guarantee**).

## **CHAINSAWS WITHOUT OPERATOR (daily rate) 3833.1.17**

(No. 16 March 2002)

### **Chainsaws without operator**

In the unlikely event that the CDF would hire a chainsaw without operator, the saw would be rented at the "without operator" daily rate based on engine displacement (ccs).

The chainsaw rate is determined by engine displacement in cubic centimeters (cc). Rates are **daily rates, wet** (with fuel, oil, and maintenance).

## **CHAINSAWS USED BY ORGANIZED CREWS 3833.1.17a**

(No. 16 March 2002)

Payment for operation of chainsaws during firefighting assignments by organized fire crews, such as organized federal "Blue Card" crews, working under conditions of a California EERA, is made at the rate of \$55.00 per day per saw, for up to two saws, for all engine sizes. Payment to out-of-state Blue Card crews will be at the rate shown on their EERA.

## **REFRIGERATOR TRUCKS AND TRAILERS 3833.1.18**

### **(daily rate)**

(No. 19 February 2004)

Preference is for refrigerator trucks to be signed up without the operator. There is a rate shown for "with operator" for both audit rate and independent rate. This equipment has been identified as one that does not require a second operator.

When a trailer is delivered to an incident, the tractor should be paid at the appropriate transport rate and released immediately. The operator should be advised that he/she will be responsible for servicing the trailer. CDF will supply the fuel but will not maintain the trailer except for moving supplies in and out of the unit.

A contractor who supplies stationary base camp equipment under Emergency Equipment Rental Agreement (EERA), Form [CDF-294](#), agreement must utilize EERA rates for all equipment provided.

**Example:** If a 35' dry storage trailer is hired off a standard rate (CDF-294), any additional storage trailers provided by that contractor must also be at the standard EERA rate for the specific type of equipment requested by CDF.

Hourly rates are not appropriate for stationary equipment at an incident base.

## SERVICE VEHICLES

3833.1.19

(No. 16 March 2002)

Service vehicles include luber, welder and mechanic service trucks designed specifically for that purpose. Pick-up trucks with small portable units do not receive this hourly rate.

### Luber

A luber is a truck equipped with lubricants, pumps and hoses to properly lubricate vehicles and heavy equipment, and may be equipped for some refueling as well.

### Mechanic service truck

This is a utility truck similar to a USFS heavy-duty mechanic truck which is equipped with tools, parts, vise, etc., to make repairs on vehicles and heavy equipment. It may be equipped for welding and/or a crane or other lifting device.

**NOTE: The only time luber or mechanic service truck rates are paid is when CDF has specifically requested that type of equipment. CDF will not hire luber, welder or mechanic service vehicles to service private hired equipment on the fireline. Service vehicles are usually hired to service state equipment at the incident base, under direct supervision of the incident Equipment Manager.**

Privately owned, contract equipment is hired WET and their rate includes fuel and maintenance. If a state-hired service vehicle is used to service hired private heavy equipment because the equipment owner/operator lacks servicing resources, the service vehicle's hourly rate, plus supplies, will be deducted from the heavy equipment owner/operator's payment. CDF mechanic personnel are billed at a \$75.00 hourly rate, prorated to the nearest ½ hour.

Service vehicle work time will be documented on an OF-297 shift ticket by its assigned agency supervisor. The audit and independent rates for service vehicles include the skilled operator and/or skilled mechanic.

## **SPECIAL VEHICLES (guarantee rate)**

**3833.1.20**

(No. 19 February 2004)

Special vehicles are identified in the Emergency Equipment Rental Rate schedule as vehicles from sedans through stakesides. All special vehicles shall be paid at either a mileage rate or at the **guarantee** rate as shown in the rate schedule. Please note that the mileage rate of special vehicles includes all costs of operating vehicles (including fuel, lube, maintenance, etc.) incurred by the owner or contractor. Incident hired fuel trucks should be capable of providing fuel and oil to special equipment owners/operators for cash or credit purchases. (Insurance Requirement – Reference Handbook 7700, Section [7761.3](#)).

Special vehicles obtained from commercial leasing firms shall not be hired using rates from the private equipment rental rate schedule. The state shall pay a commercial leasing firm their standard rate based upon an itemized billing. It should be emphasized that the state will not honor payment for insurance on rented or leased vehicles obtained from a commercial equipment or leasing company, so when hiring equipment from such firms, **never** include insurance coverage offered by the firm.

Operators of special vehicles will be hired on an FC-42 under the correct EW rate for that type of vehicle.

### **Mileage**

Mileage starts at the vehicle's point of hire and mileage is paid for that vehicle's return to the point of hire at the termination of use. Off duty mileage between shift assignments is not compensable.

### **Deductions**

Necessary mechanical work (\$75.00 hourly) and parts provided by CDF to hired special vehicles will be documented on a Forestry Mobile Equipment Work Order, Form [ME-107](#), and placed in the contractor's financial package CDF-250. This charge will be taken as a deduction on the Emergency Equipment Use Invoice, [CDF-61](#), pay document.

## **ORGANIZED CREWS (federal billing process)**

**3833.1.21**

(No. 16 March 2002)

When an organized crew puts its chainsaws under agreement with a California host forest or the state, their saws will be signed up at a **daily rate of \$55.00/day**. The daily rate shall be used whether the saws are signed up under the crew name or the name of the individual owner. If the individual owner signs up the equipment, the crew name shall be shown. The current federal agreement provides for no more than two (2) saws per crew. Out-of-state agreements may have higher rates. If so, CDF is obligated to pay those rates.

It should be noted that organized crews reporting to any incident in California are expected to arrive with saws, whether or not this was expressly required by dispatch when the order was placed.

## **BUSES**

### **3833.1.22**

(No. 16 March 2002)

Bus agreements shall state all restrictions on their use, such as highway only, or may be used "off-road." The agreement shall identify any special features, such as special compartments for tools, pumps, chainsaws and fuel.

The preferred method for signing up buses is fully operated by the contractor, including driver(s), fuel and oil.

Payment for contracted buses that arrive on CDF incidents with federal organized crews are the responsibility of that federal agency, which later is billed back to CDF. These commercial buses may not be capable of delivering crews to their fireline assignment; additional transportation requirements are a function of the Logistics Ground Support Unit.

CDF will not pay for organized federal crew provided buses at the incident; all federal crew bus timekeeping and agreement paperwork will be directed to the closest US Forest Service finance office.

## **SHOWER UNITS**

### **3833.1.23**

(No. 19 February 2004)

CDF, when necessary, hires shower units that are under contract to other agencies or who are independent operators. When hiring a National Interagency Coordination Center (NICC) contract shower unit, in the absence of the contract you can expect the contractor to meet the following requirements:

1. Have the ability to service a minimum of 400 persons at an incident.
2. Be constructed of nonporous readily cleanable surfaces to accommodate sanitation and cleanability.
3. Have no less than 8 shower heads with a minimum of 20 PSI water pressure and 2 gallons per minute flow at the head.
4. Have one wash basin and mirror for every two shower heads.
5. Have continuous hot water heating capability.

6. Be sanitized at least twice daily by using the following procedure (as a minimum):
  - wash down with soap or detergent;
  - rinse thoroughly; and
  - sanitize with a household bleach (5% chlorine) using a minimum of 1 tablespoon bleach to 2 gallons water or equivalent.
7. Use potable water for all showers and wash basins.
8. Each wash basin shall be provided with hot and cold water or temperature controlled heated water and after use gray water storage.
9. Dressing area shall be enclosed and be capable of accommodating as many people as the number of shower heads provided.
10. Dressing area shall have twice the number of clothes hooks as shower heads. Areas will also have sufficient heating and ventilation to provide a comfortable atmosphere, sufficient drainage to prevent the puddling of water and carpets/flooring that can be sanitized.

### **Rate negotiation**

If the contractor is not able to meet the agreement or contract, consideration should be given to renegotiating the rate.

When negotiating a rate for a shower unit with an independent contractor, the guidelines should be the comparison of established contract rates and services, with services the contractor can provide. The rates for shower units are based on the following performance capabilities (units with lesser capabilities may be hired but the rate should be adjusted).

When negotiating a rate, be aware of the following:

1. Shower Unit
  - a. Rate per day.
  - b. Mileage rate to and from incident.
  - c. Unit setup and take-down fee. This fee is charged each time the unit is set up and each time it is taken down.
  - d. The expectations of services and materials provided by the contractor.
2. Support water vehicle (NICC Agreement)
  - a. Mileage rate to and from incident.
  - b. Use rate per hour when in operation; includes operator. This support vehicle is considered part of the shower unit package. Additional water tenders would be hired under the CDF emergency equipment rate schedule.

**NOTE: ONLY POTABLE WATER IS TO BE USED IN SHOWERS AND WASH BASINS.**

### **Contractor requirements for a USFS-NICC Shower Unit Agreement**

When accepting a USFS-NICC Shower Unit Agreement, the contractor shall furnish the following:

1. All labor and equipment to transport, set up and maintain the mobile shower facility;
2. Paper bath towels, paper hand towels and soap;
3. All fuel and electricity required for heat, lights and hot water;
4. Living accommodations for contractor's personnel;
5. Storage of potable water;
6. Repairs to equipment; and  
A minimum storage capacity of 2500 gallons for storage of gray water when a drainage sump is not provided.

### **MOBILE LAUNDRY UNITS**

**3833.1.23.1**

(No. 16 March 2002)

The following are recommended minimum requirements for mobile laundry units:

- Ability to support a 1500 person incident (wash, dry & fold).
- Ability to perform at least 125/lbs laundry service per hour.
- Ability to provide a maximum of a 24 hour turn-around time for wash, dry & fold.
- Provide all supplies including soap, bags for clean clothes, tags, and the like.
- Minimum of 1500 gallon potable water storage.
- Minimum of 1500 gallon gray water storage.
- Ability to maintain continuous hot water delivery.(optional for this contract period)
- Labor and equipment to transport, set up and maintain unit(s).
- Contractor to provide manufacturer's data on equipment capacities.
- Hour meter on equipment.
- Totally self-sufficient units; i.e. generators, or other power source and operating supplies.

Government to provide potable water and gray water removal.

Equipment to be paid at the rate of **\$1.00/lb** capability based on manufacturer's data. Guarantee will be 8 times the hourly rate. Special rates will be negotiated for sleeping bags, mileage, set-up/take down and the like.

## **PREFERRED METHODS OF HIRING MISCELLANEOUS SPECIAL EQUIPMENT**

**3833.1.24**

(No. 19 February 2004)

For equipment not discussed elsewhere, the following is the preferred method of hiring:

Commercial vans (U-Haul)	Use commercial contractor's method of hire
Portable pumps	Dry; daily rate without operator
Ambulances	Wet; daily rate with personnel
Toilets	Daily rate with full service; one-time delivery/pickup
Dumpsters	Daily rate with full service; one-time delivery/pickup

### **Miscellaneous special equipment commonly hired to assist with Incident Base operations include:**

- MKU and/or steam table
- Buses
- Generators
- Gray water collections
- Kitchen Support Unit
- Light standards
- Mobile office trailers
- Portable wash stations
- Portable pumps
- Shade
- Shower units
- Tents
- Laundry Units

When negotiating the appropriate rate for a particular piece of Special Equipment, refer to a "Rental Equipment Rate Guide", or local equipment rental contractor.

### ***Specialty items that are best rented through a negotiated rate:***

- Ambulance, EMT, etc.
- Building/facility rental
- Clerical unit
- Construction equipment
- Crash trucks
- Dumpsters
- Computers and related equipment

- Janitorial services
- Photocopy machines
- Security officers (guard services)
- TVs

## **EMERGENCY REHABILITATION (hourly rate) 3833.1.25**

(No. 16 March 2002)

Equipment hired up under an EERA may be used during and immediately after an incident for rehabilitation work. This will allow procurement officials time to competitively acquire rehab equipment and services at the local prevailing rate. As a general rule, equipment under EERA should not be used for rehab work beyond 5 days after fire containment. When this occurs, a separate incident number will be established to track emergency rehab equipment hired under local prevailing rate.

## **GRADERS AND EXCAVATORS**

**3833.1.25.1**

(No. 18 April 2003)

Graders and Excavators hired for suppression work and are then re-assigned to incident rehabilitation are paid at the rates shown in 3934.3.1.1 and 3.1.2. All operators of such equipment are required to be equipped with the following minimum personal safety items:

- Hard Hat
- Gloves
- Lace-up leather boots
- 1 gallon drinking water
- flashlight (for night operations)
- Nomex (active fireline operations)
- goggles

## **OTHER CONSTRUCTION EQUIPMENT**

**3833.1.26**

(No. 19 February 2004)

Other construction equipment that is only used for non-emergency incident rehabilitation work may be hired at a negotiated, lower than EERA rate, on the CDF-294 Rental Agreement. All operators of such equipment are required to be equipped with the following minimum personal safety items:

- Hard Hat
- Gloves
- Lace-up leather boots
- 1 gallon drinking water
- flashlight (for night operations)
- goggles

## **CDF EMPLOYEES/FAMILIES CANNOT RENT THEIR OWN EQUIPMENT**

**3833.1.27**

(No. 16 March 2002)

In accordance with general policy established in the Public Contract Code, Sections 10410 and 10400, employees may not rent their personal equipment back to the department. This rule covers rented equipment in support of incident mitigation and includes equipment owned by a company in which the employee has an economic interest. However, California Attorney General's Opinion No. 01-214, dated August 17, 2001, removes this prohibition from businesses operated by the employee's spouse or other relatives, so long as the employee neither participates in CDF's decision to enter into the agreement or contract nor participates in the spouse or relative's business. Retired annuitants working for the department are also subject to this section. Retired employees (or their immediate families, as defined above) may not rent their personal equipment back to the department for a year following termination as a regular employee.

This does not preclude either annuitants or current employees from renting to the US Forest Service or another non-state agency, unless it is for a joint responsibility incident in which case the limitations above would apply. And, of course, it continues to be appropriate to claim reimbursement for vehicle usage on a travel expense claim in accordance with Board of Control rules.

In interpreting this policy, emphasis should be placed on avoiding any situation where the potential for a conflict of interest could reasonably be inferred.

## **USE OF THE HIRED EQUIPMENT SYSTEM WITH THE CALIFORNIA NATIONAL GUARD (CNG)**

**3833.1.28**

(No. 16 March 2002)

The use of California National Guard (CNG) equipment will be conducted in accordance with the Cooperative Fire Protection Agreement among the CNG, CDF, Forest Service, BLM and NPS and in accordance with the following policy:

- A. An inspection will be conducted on all CNG equipment assigned to an incident upon its arrival at the incident. The OF-296 (Vehicle/Heavy Equipment Inspection Checklist) will be used to record this inspection. In addition, all CNG equipment will be recorded and tracked via the OF-297 use record. Retain OF-297 in Emergency Use envelope for verifying and auditing CNG invoices when received.
- B. Only qualified CNG personnel shall operate CNG equipment.
- C. CNG shall be responsible for the maintenance and repair of CNG equipment while such equipment is assigned to a supported agency. The supported agency shall provide reimbursement for all CNG maintenance and repair costs incurred as a direct result of supporting the wildland fire operations. CNG will bill for post incident aircraft and equipment maintenance at established Department of Defense emergency rates based on the number of hours of flight time or equipment use attributable to the incident. CNG will not bill for personnel time performing post incident aircraft or equipment maintenance.
- D. The supported agency (CDF, Forest Service, BLM or NPS) is responsible for providing fuel for CNG aircraft and equipment while at an incident.
- E. The agency managing the maintenance operations for the incident is responsible for the proper collection, storage, packaging, manifesting and disposal of all hazardous waste generated as a result of CNG maintenance operations at the incident, command post, base camp, staging area or mobilization center. Such collection, storage, packaging, manifesting and disposal shall be in conformance with all applicable federal, state and local laws, rules and regulations.
- F. Prior to the release of military vehicles, a joint inspection will be conducted by CNG and supported agency personnel. The Vehicle/Heavy Equipment Inspection Checklist, Form OF-296 or R5-5100-2T, will be used to record this inspection and signatures, with clearly printed names of those inspecting the equipment, will be shown on the form.

- G. Supported agencies shall reimburse CNG only for damages to equipment directly caused by the wildland fire being suppressed and where CNG, its employees, and/or operational failures in the equipment are not a contributing factor to such damage, upon which there will be mutual agreement between CNG and supported agency.
- H. Supported agencies will reimburse CNG for all expendable materials and services procured by CNG in support of specific wildfire operations. This includes fuel costs for CNG equipment deploying to or from home bases to incidents. Any procurement of materials, supplies or services made by CNG while at an incident will be coordinated with the incident logistics function. No direct payments will be made to CNG from the incident for any of the above mentioned items. Expenses incurred by the military for fuel or authorized repairs will be billed to the Departmental Accounting Office in Sacramento and payment issued directly from Sacramento.
- I. The supported agency pays an hourly flight rate for all CNG aircraft. CNG bills the supported agency a wet (CNG provides fuel) or a dry (supported agency provides fuel) rate depending upon who purchased the fuel used.

**CDF-294 EQUIPMENT RENTAL AGREEMENT FOR 3833.2  
FIRE SUPPRESSION AND OTHER EMERGENCIES  
(FORMERLY OF-294 or FC-100)**

(No. 19 February 2004)

Because the equipment needs of CDF and the availability of contractor's equipment during an emergency cannot be determined in advance, CDF and the contractor(s) enter into a pre-hire agreement using Form CDF-294, Emergency Equipment Rental Agreement. The CDF-294 is a four-page form, and all pages must be included and properly completed for the agreement to be valid.

The CDF-294 includes:

- A front page to be completed by appropriate personnel
- A supplemental general provisions page
- A general clauses page
- A signature page

By signing this document, it is mutually agreed that upon request of CDF the contractor will furnish the equipment listed on the [CDF-294](#) if the contractor is willing and able at the time of request. The agreement also establishes the conditions of employment, the rate and method of payment, and equipment condition requirements.

## WHEN REQUIRED

3833.2.1

(No. 19 February 2004)

Any CDF employee who hires a piece of private equipment will be responsible for verifying the existence of and obtaining a copy of a current signed CDF-294 (all four parts). On incidents where no agreement exists, the employee will prepare the CDF-294. When a Finance Section has been established, the Procurement Unit should prepare the CDF-294 and other documents as described in section 3833.1.1.

## FROM WHOM REQUIRED

3833.2.2

(No. 19 February 2004)

A CDF-294 is required for all hired equipment except local government, National Guard and OES-ordered equipment. Other than those exceptions, no equipment shall be considered hired by CDF or ordered to work until an CDF-294 has been completed.

## (RESERVED)

3833.2.3

## WAGE CERTIFICATION

3833.2.4

(No. 19 February 2004)

The contractor is required to certify whether he/she pays union scale or greater, as measured in the Audit Rate (formerly Davis-Bacon Rate). This is no longer a contractor self- certification. **CDF personnel must inspect contractor documentation for the wage and benefit upgrade from the Independent Wage Rate to the higher Audit Rate.**

### Audit Rate Certification Process

The certification process determines whether the contractor will be paid by the state at the Audit or Independent Rate of pay shown in the rate schedule.

When the operator(s) is(are) hired with equipment on the CDF-294 or **OF-294** EERA, the Federal or CDF Contracting Officer **must inspect the contractor's documentation** if the contractor requests the higher audit labor rate. This certification addresses whether the contractor routinely pays employees at or greater than union scale, as measured by the audit labor rate (formerly known as "Davis-Bacon" rate) for the applicable area. **Paying the local prevailing rate does not qualify the contractor for the full audit rate.**

**Contractor self-certification is not sufficient.** The person preparing the agreement for the Federal Agencies or for CDF is to **visually check payrolls** before signing up equipment at the audit rates.

**Documentation that a contractor must furnish to sign up at the audited rate**

The contractor shall provide copies of his/her union agreement, payroll stubs and/or sample payrolls throughout the year: in other words, records for **other than fire season**. Only those contractors who have paid these higher wages throughout the year will qualify for the audited rates. See Section 3833.2 on equipment operators.

If a contractor refuses to provide or is unable to provide such documentation, only the Independent Wage Rate will be paid. Copies of such documentation shall be retained in the contractor file for three years beyond the expiration of the EERA.

**HOW TO COMPLETE CDF-294 (page 1)**

**3833.2.5**

(No. 19 February 2004)

Instructions for completing the CDF-294 are as follows:

- 1) **Ordering Office.** Enter CDF Unit name, address, phone number, where equipment is being signed up and inspected.
- 2) **Agreement Number.** The CDF EERA number will be the 2 digits of the unit completing the agreement, followed by a dash, followed by the contractor's 8-digit Vendor Code Number. For any contractor that has previously done business with CDF, the Vendor Code Numbers can be found on the **CDF Intranet Page** by clicking **CDF Vendor Information / Vendor Number Lookup**. (This is the number assigned after the completed Std. 204 and Calstars 14 forms are completed as part of the agreement or payment process.) Use the number in the column **Vendor# sfx**. Omit leading zeros.

Example: CDF Amador – El Dorado Unit enters into an EERA with Emerson Logging, Inc. of Jackson. Emerson Logging's Vendor Code Number from the Intranet vendor table is 12682500, so the EERA number would be 45-12682500.

If the contractor is not listed in the lookup table, leave the agreement number blank. After the Std. 204 and Calstars 14 are submitted through channels following completion of the EERA, the CDF Accounting Office will assign a vendor number and update the vendor table. After the number is assigned, enter the EERA number on the CDF copy of the agreement, and mail an updated copy with the newly assigned number to the contractor.

- 3) **Effective Dates.** Beginning date: date agreement is signed, extending to the official ending date signed on the multi-year agreement, April 30, 2005.
- 4) **Contractor.** Fill in contractor's name, address, phone number (day and night). Contractor's social security number, federal employer ID number or other federally recognized identification number. For example, a tribal "A" number for American Indians. If the contractor wants to be recognized by CDF as a Disabled Veteran Business Enterprise, enter the Social Security Number or Federal Employer ID Number of the disabled veteran.
- 5) **Point Of Hire.** On pre-season sign-up agreements, this block may either indicate contractor's address where the rental equipment will normally be located, or merely state "Location at the time of hire." For equipment hired during an incident, this block should indicate the actual address or location of the equipment at the time of order and hire.
- 6) **The Work Rate Is Based On All Operating Supplies Being Furnished By.** Indicate Contractor (for WET) with exceptions as noted in the hired equipment general instructions and emergency equipment rental rates. Normally check one block. If both blocks are checked, specify in Block 14, Special Provisions, the conditions which apply.
- 7) **Operator Furnished By.** Indicate if operator is furnished by contractor or by Government (CDF).
- 8) **Type Of Contractor.** This block is to gather information to meet agency reporting requirements.
- 9) **Item Description.** This information must be of sufficient detail to fully identify the equipment to be rented. **Enter license, serial, or equipment identification number** for each piece of equipment being signed on. Description of equipment to be rented should include enough information to identify the rented item in EERAs.
- 10) **Number Of Operators.** Specify the number of operators per operational period. If an operator is to be paid on an FC-42, show the Paid Pickup Labor rate to be used (i.e., EW-II for a light pickup.) Note any exceptions in Block 14, Special Provisions.
- 11) **Work Or Daily Rate And Unit.** Enter EERA rate as found in the 3900 manual under rental rate schedule. Do not enter a daily rate if Block 13 contains a guarantee.
- 12) **Special Rate And Unit.** Enter the special rate and identify in detail in Block 14, Special Provisions, when and how these special rates apply.
- 13) **Guarantee.** Enter the geographic area standard rate for guarantee or negotiated rate. Do not enter a guarantee if Block 11 unit of measurement is a daily rate.
- 14) **Special Provisions.** Detail any agreement made with the contractor and not specified elsewhere on the form. Include any supplements to the general provisions.
- 15) **Contractor's Signature.** This must contain the signature of the person agreeing to the rates and conditions of hire. Include the title of the person signing and date the [CDF-294](#). If the contractor wants to be recognized by CDF as a Disabled Veteran Business Enterprise, the signature must be that of the disabled veteran.

- 16) **Date.** Date the contractor signed.
- 17) **Contracting Officer's Signature.** This is the signature of the state representative agreeing to the rate schedule.
- 18) **Date.** The date the rates were agreed on.
- 19) **Printed Name And Title.** Name and Title of owner or contracting agent.
- 20) **Printed Name And Title.** Name and Working Title of state representative.

Instructions for completing the **last page of the CDF-294** (Signature Page) are as follows:

**NOTE:** Prior to signing the Signature Page, be sure that the contractor has read, initialed, and dated the General Clauses and Supplemental General Provisions pages of the CDF-294.

1. **EERA Agreement Number** See above.
2. **Contractor Name** and **Title** should be the same as the one written on the OF-294 or CDF-294.
3. **Contractor's Signature** and **Date.** (This is where the contractor agrees to abide by the "General Clauses..." and "Supplemental General Provisions...", and hired equipment policies of the California Department of Forestry and Fire Protection.)
4. **FEDERAL AGENCY.** This area is for Federal Agency to sign if they want to enter into an EERA utilizing a CDF-294 written by CDF.
5. **CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION.** This area is for CDF to sign if they want to enter into an EERA utilizing an OF-294 written by a federal agency.

## **COMPLETING THE CDF-294 (pages 2 – 4)**

**3833.2.5.1**

(No. 19 February 2004)

Please note that the CDF "General Clauses..." "Supplemental General Provisions..." and the "Signature Page" are parts of the CDF-294 and must be treated as such. The "General Clauses..." and "Supplemental General Provisions" must be reviewed with the contractor; the contractor should initial and date those parts of the form, and they must be issued as part of the contractor's copy and originating unit file copy of the CDF-294.

## DISPOSITION OF CDF-294

3833.2.6

(No. 19 February 2004)

Distribution of copies of the CDF-294 form is as follows:

1. Goldenrod copy (or original) distributed to the contractor must include all 4 four parts of the form (front page, General Clauses, Supplemental General Provisions and Signature pages)
2. White copy (or photocopy) distributed to the originating unit's Hired Equipment Coordinator must include all 4 four parts of the completed form (front page, General Clauses, Supplemental General Provisions and Signature pages); the Hired Equipment Coordinator's copy must include the **original** Signature Page part of the form.
3. If the CDF-294 is prepared at an incident, the pink copy (or photocopy) of the completed form (front page, General Clauses, Supplemental General Provisions and Signature pages) is distributed to the Finance Section. It is important to first make copies legible enough to produce fire file and payment copies. The Procurement Unit Leader normally fills out the agreement and provides the pink copy to the Ground Support Unit in the Logistics Section, which manages the equipment.
4. If the CDF-294 is prepared at an incident, the blue copy (or photocopy) of the completed form (front page, General Clauses, Supplemental General Provisions and Signature pages) is distributed to the Ground Support. This form will accompany the CDF-61.
5. **For DVBE contractors**, send a copy of the EERA to the Chief, CDF Business Services at CDF Headquarters. Business Services will verify the DVBE status of the contractor.

If an **OF-294** is initiated by a Federal Agency, make four copies of the contractor's OF-294 and distribute as follows:

1. Copy of the Signature Page portion of the form is attached to contractor's original OF-294.
2. Original Signature Page portion of the form is attached to a copy of the OF-294 for the ordering office.
3. Copy of OF-294 is distributed to the payment office.
4. Copy of OF-294 is distributed to the Incident Finance Package when the equipment is put under hire; this will accompany the **CDF-61**.
5. Copy of the OF-294 is distributed to the contractor.

(see next section)

(see HB Table of Contents)

(see Forms or Forms Samples)