HIRED EQUIPMENT 3833

(No. 25 July 2007)

A new Emergency Equipment Rental Agreement (EERA) has been established by CAL FIRE. This agreement becomes effective on May 1, 2008, and ends April 30, 2011. 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.

HIRED EQUIPMENT SYSTEM: GENERAL INFORMATION INDEX 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., CAL FIRE-294, OF-297, CAL FIRE-61, etc.

EMERGENCY EQUIPMENT RENTAL AGREEMENTS 3833.1.1

(No. 27 July 2007)

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.

CAL FIRE does not hire or rent equipment from equipment brokers. CAL FIRE 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 CAL FIRE Emergency Equipment Rental Agreement (CAL FIRE-294), a four-part form which includes CAL FIRE's "General Clauses" and "General Provisions." Contractors wanting to be hired by CAL FIRE must complete the EERA process in accordance with CAL FIRE policies.

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The contractor's complete package will include:

1. The 4-page CAL FIRE Emergency Equipment Rental Agreement, CAL FIRE-294, including CAL FIRE's "General Clauses…", "Supplemental General Provisions…", and "Signature Page".

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 CAL FIRE frequencies.

5. CAL FIRE-20 "Contractor Certification Clauses for Services up to $4,999.99."

6. *Cal Fire -157 must also be included in the vendor's package.*

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.

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. CAL FIRE 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 CAL FIRE 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: a CAL FIRE-294 requiring that the transport remain on the clock and not be released without the dozer it brought, or a dozer required to receive the hourly rate throughout the period of hire. In this case, since the contractor is not responsible for the error, the incident command staff can do any of the following:

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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.

If the contractor was ordered by a federal agency to fill a request placed with them by CAL FIRE, the rates, terms, and conditions of the contractor's federal EERA will apply only if their rate of payment is not higher than that found in the Cal Fire rates (3900 H.B.).

CAL FIRE units shall sign up equipment within their administrative unit boundaries. If you are contacted by a contractor outside your administrative unit with a request to initiate an Emergency Equipment Rental Agreement with them, refer them to the appropriate federal or CAL FIRE unit.

Remember: The EERA, when correctly prepared and applied according to CAL FIRE policy, is a pre-incident agreement that becomes a binding contract after dispatch.

SIGN-UP INSPECTIONS 3833.1.2

(No. 27 May 2005)

At the time the EERA is prepared, a CAL FIRE employee should conduct an inspection of the equipment to ensure that it meets all requirements for **complement, capacity, and capability** contained in CAL FIRE policy, and that it appears to be in safe working condition. This inspection should be documented on the FC-291 Fireline Bulldozer and Water Tender Checklist, or on an ICS-214 Unit Log form. 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.

EQUIPMENT LIABILITY 3833.1.3

(No. 27 May 2005)

The CAL FIRE general provisions to the California Interagency Emergency Hire of Equipment Rental Rates, CAL FIRE-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

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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 CAL FIRE with copies of Workers' Compensation insurance coverage for contractor's employees in accordance with applicable California State Law. Owner-operators and independent contractors working for the prime contractor must be covered for work-related injuries by medical insurance if not covered by Workers' Compensation. Copies of such policies shall also be provided to CAL FIRE. (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**. CAL FIRE no longer requires contractors to carry this type of insurance

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. A copy of this policy will be carried in each vehicle under hire to CAL FIRE, as required by law. 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 shall include an endorsement listing the State of California as an "additional insured."

The contractor will provide CAL FIRE with a copy of the policy. Copies of certificates of insurance must also be presented on demand of any CAL FIRE employee. When preparing the EERA, the CAL FIRE employee shall verify that the policy covers use of the vehicle for the type of work to be performed under the agreement. Some insurance carriers exclude coverage for the vehicle when it is rented or used for commercial purposes, but others do not. This is a common problem in the hiring of light vehicles, such as pickup trucks to be used as recon or supply vehicles.

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D. **Contractor's Motor Vehicle Insurance** shall cover all employees and operators, including independent contractors hired by the prime contractor.

EQUIPMENT OPERATORS 3833.1.4

(No. 27 May 2005)

Operators of equipment listed in the Emergency Equipment Rental Rate Schedule (EERRS) will be hired with their equipment on a CAL FIRE-294 and remain employees of the contractor or independent subcontractors. 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 3934.3.3.2..

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 CAL FIRE hires an operator.

The following equipment categories are normally contracted with the operators and signed up on a CAL FIRE-294 Agreement:

- Bulldozers
- Water tenders
- Transports
- Buses
- Chainsaw

The following equipment categories shall be contracted on a CAL FIRE-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)

Effective May 1, 2008

Operator rates are based on the following reference sources:

Labor (Operator) 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

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

- Workers' compensation
- Fringe benefits
- Overhead and profit

OPERATOR HOURS 3833.1.5

(No. 32 August 2006)

The hours required to work at an incident are as varied as the different types of emergency incidents. The number of operators and hours worked per shift, per piece of hired equipment are solely determined by the operational needs of the incident. Hired equipment will normally be ordered with one operator unless other staffing is specifically requested by the Incident Commander, because firefighting is frequently a 24-hour per day job, contractors may sometimes be required to provide qualified relief operators. If the contractor is unable to meet this operational need, then they should be moved to another assignment at the incident or released.

Water Tenders: Even though they are hired to assist CAL FIRE 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, and therefore drivers of regulated vehicles must adhere to the applicable commercial driving restrictions.

Bulldozers: Bulldozers will be ordered with one operator unless the work shifts are expected to exceed 16 hours, then a second operator should be requested. A single operator will not work more than 16 hours in a calendar day 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 a second operator has been used and the operational needs no longer require 2 operators, then CAL FIRE should advise the contractor that we are releasing the second operator. If the contractor objects, then he should be released as soon as conditions allow.

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Bulldozer/transport units hired for standby and initial attack may be hired with one operator. If actual use later meets the conditions described above, then a second operator must 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.

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 CAL FIRE 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, CAL FIRE-61, at the end of the incident.

EQUIPMENT RATES 3833.1.7

(No. 27 May 2005)

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.

Effective May 1, 2008

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.

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.

Labor (Operator) Rate: This rate is based on the June 2004 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.

Past Practice Rate: This rate is used when no other appropriate rate basis could be located, and when payment at the 2005 - 2008 rate yielded a sufficient number of hires without complaint from the contractor community. Rate is the 2005 - 2008 rate, plus a 6.56% increase based on the increase in the US Bureau of Labor Statistics Producer Price Index (PPI) for the period 2005 - 2007.

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 CAL FIRE Departmental Hired Equipment Coordinator for additional assistance in determining the appropriate rate.

Effective May 1, 2008

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 CAL FIRE Size Class.

Exceptions to the standard rates are:

1. Equipment from governmental agencies with which CAL FIRE 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.

CAL FIRE 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 $150/hour, prorated in 30-minute increments.

Effective May 1, 2008

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 CAL FIRE 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 grader 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 grader would get the full guarantee for that day.

A second example using the same grader 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, midnight to midnight) 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 (24 hours, midnight to midnight) 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.

Effective May 1, 2008

BULLDOZERS (Daily Rate) 3833.1.8

(No. 27 May 2005)

A. Bulldozers are paid the Daily rate. If hours under hire are less than 8 hours during a 24-hour period (midnight to midnight) a 1/2 Daily rate will be applied.

B. Time under hire shall be verified by fireline supervisors and documented on Shift Tickets.

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 CAL FIRE to be immediately available (within 3 minutes) to respond to a fire, the transport will be paid at the Daily Rate. 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 and transport will be paid at the Daily Rate while it is loaded on the transport or when unassigned at an incident.

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 Daily rate. The use of a second operator is included in the two-operator 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. Daily rates are **WET**. Daily 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 Daily rates.

E. Dozers and transports

Operational Option (CAL FIRE): CAL FIRE may exercise an "operational option" to hire a dozer and transport as a single unit when both are owned by the same contractor. 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.

Effective May 1, 2008

To facilitate resource tracking and payment, the dozer and transport will be ordered under separate request numbers. **This is a change from the 2004 policy.** 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 (CAL FIRE-61) for the dozer. Transports will be released after off loading the dozer, per Section 3934.3.1.2 of the 3900 Rates Procedures Handbook.

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. CAL FIRE 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 CAL FIRE-294 agreement with CAL FIRE, provide the transport contractor with the request number, and arrange for hauling services as requested by CAL FIRE.

2. CAL FIRE may contact a transport contractor covered by a current CAL FIRE-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.

F. Station Coverage Assignments

Occasionally, CAL FIRE may request a contractor to provide a bulldozer, transport, and two operators qualified to operate both, to stand-by at a CAL FIRE 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.

Bulldozer/transport units hired for standby and initial attack may also be hired with one operator qualified to operate both. If actual use later meets the conditions described above, a second operator must be ordered

When a dozer/transport unit is assigned 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.

Effective May 1, 2008

While in a station coverage assignment, CAL FIRE may provide the contractor with a portable CAL FIRE radio if needed for incident communications. CAL FIRE will also train the contractor in its use.

G. Hired Bulldozers and Transports in Strike Team Assignments

Occasionally CAL FIRE may request a contractor to provide a bulldozer, transport, and operators to work with a CAL FIRE bulldozer and transport in a "bulldozer strike team" assignment. In this situation CAL FIRE will require 2 operators that are qualified to operate both the transport and the bulldozer.

TRANSPORTS (Daily Rate) 3833.1.9

(No. 27 May 2005)

Transport rates for hauling

ICC and California State PUC rates do not apply to CAL FIRE fire operations.

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

The CAL FIRE 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.)

CAL FIRE 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.**

When a transport and another piece of equipment, such as a dozer are hired, and both pieces of equipment utilize the same operator(s), daily payment for the transport shall be reduced by $244 for a single (1) operator or $488 for two (2) operators. This is applicable only when the equipment is hired for an entire day, and is not applicable when equipment is hired for less than eight (8) hours.

Effective May 1, 2008

Transport contractors are responsible for securing and paying for transportation permits required by the Department of Transportation. CAL FIRE 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:

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

If a transport is used to move equipment after it has been released, under CAL FIRE direction, or if it is on immediate availability status, the time AND MILEAGE of the period of operation for the move must be entered on a shift ticket. If the additional period of operation is in the same calendar day as haul in or out, the Daily rate will cover the move. If on a new calendar day, it will be a new "hire" and a new Daily rate will apply. There is also the possibility that the total miles for the calendar day rate will be greater than 500 miles one way, then commercial rates and invoicing should be the method of hire.

A one-half (1/2) Daily 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. 25 March 2005)

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 3934.3.1.2 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, and CAL FIRE will only pay for the second pilot car for the period that it was actually 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.

Effective May 1, 2008

WATER TENDERS (Daily Rate) 3833.1.11

(No. 27 July 2007)

A. For payment purposes, water tenders rates are based on FIRESCOPE ICS Resource Typing standards.

Tank Volume gal.	Pump Min. gpm	ICS Type
1000 - 1999	120	2
2000+	120	1 or 2

NOTE: Rates are determined by tank size alone, rather than by tank size and pump capacity. Unless the water tender meets BOTH the minimum tank volume (2000 gal.) AND the minimum pump gpm for a Type 1 water tender (300 gpm), it will be considered to be Type 2. Therefore the 2000+ category encompasses both ICS Type 1 & 2 water tenders, and there is no difference in rates for water tenders with a pump capacity of 300 GPM or higher that meet or exceed the minimum tank capacity of 2000 gallons.

B. ALL water tenders will arrive **loaded with water** ready for immediate assignment. CAL FIRE will provide a water source for the second and all additional loads required for the term of the incident.

C. Water tenders not meeting the minimum standards described below 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. Requirements and standards have been established to ensure that water tenders supplied will meet wildland fire suppression needs. Vehicles which require a commercial driver's license (CDL) operator when operating on public highways shall be provided with a qualified CDL operator at all times.

E. **EQUIPMENT STANDARDS FOR ALL WATER TENDERS** (including Fireline 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. (Potable water trucks are not baffled to facilitate sanitizing.)

Effective May 1, 2008

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. Vehicles 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

F. EQUIPMENT STANDARDS FOR FIRELINE WATER TENDERS:
(CAL FIRE no longer has a "Support" water tender classification)

1 A minimum useable capacity of 1,000 gallons
2. Water pump, minimum 120 GPM.
3. Suction fittings: The pump shall be plumbed with one or more 2.5 " or 3" National Hose (NH) thread connections to allow drafting and filling from a non-pressurized source such as a pond, river, or stream to refill the tank, to pump directly to the fire, or to allow filling under pressure, as from an engine, another tender, or from a pressurized source.
4. Tenders shall carry a minimum of 24 ft. of appropriate diameter hard suction hose, equipped with a screened foot valve or strainer.
5. Discharge fittings: two each 1.5" NH connections or one each 2.5" NH connection with gated wye to two each 1.5" NH connections. All discharge outlets shall be plumbed to the pump. Except for the dump valve described below, gravity discharge systems are not acceptable.
6. The water tender must have road spraying capability, either forward or rear-facing.
7. A dump valve of a minimum 4" diameter or equivalent is desirable so 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.
8. One axe/Pulaski and one shovel.
9. Operator personal protective equipment:
   Nomex shirt and trousers - Cal-OSHA specifications
   Nomex face shroud is required
   Hard hat
   Goggles
   Gloves
   Fire shelter - USFS specifications
   Lace-up leather boots

Effective May 1, 2008

10. Canteen with water, 1 gallon minimum.
11. 100 ft.1½" serviceable cotton jacketed fire hose with nozzle.
12. One (1) 1" combination fog/straight stream nozzle with 1½" NH to 1" NPSH reducer.
13. One (1) fire hose clamp to clamp 1'' to 3'' or larger diameter fire hose
14. One hydrant wrench.
15. Radio, field programmable to VHF-High band frequencies. Either portable or fixed-mount is acceptable. Fixed-mount radios must also have a speaker mounted on the outside of the truck. Radios must have narrowband capability.

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.

The pump assembly must be driven either by power-take-off or a separate auxiliary engine. 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.

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.

Any water tender hired at scene during initial attack that does 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 meet all of the same equipment standards as other Fireline water tenders.

Effective May 1, 2008

2. The California Department of Motor Vehicles and Highway Patrol have advised CAL FIRE that there are a variety of situations where it is legal for SE plated vehicles to operate in fire fighting activities. **SE plated water tenders may haul water on all public roads and highways, up to the limit of the vehicle's maximum Gross Vehicle Weight (GVW), while responding to an incident, and while actively engaged in fire suppression and support activities, under CAL FIRE control.** Safety is still our primary concern. The following sections contain requirements that SE plated water tenders must meet prior to use on any CAL FIRE incident.

H. Annual Water Tender Inspections

1. All privately-owned Fireline water tenders under agreement with CAL FIRE **will** be inspected annually prior to use by CAL FIRE. This includes California SE-licensed and commercially licensed vehicles, and vehicles registered in other states. **Proof of Inspection under the BIT program is no longer acceptable.** Each inspection will be valid for one year only. In no event will an inspection date of greater than 12 months be accepted. **This inspection must be performed by a facility licensed to do business as a commercial motor vehicle repair and maintenance shop, or by the California Highway Patrol.** The inspection cannot be performed by any business in which the owner of the vehicle has a financial interest. CAL FIRE personnel will not perform this inspection. All costs will be borne by the contractor.

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.

3. The inspection will meet the criteria of Federal Motor Carrier Safety Regulations, Part 393, Parts and Accessories Necessary for the Safe Operation, 393.1 through 393.209, 396.17, 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.

Effective May 1, 2008

5. Alternatively, the R5-5100-2T Inspection Form may be used by the inspector. 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.

Proof of inspection for the current fire season must be on file with the Hired Equipment Coordinator of the CAL FIRE unit signatory to the agreement prior to placement in the unit Emergency Resource Directory.

7. Weight Certification for Fire Engines and Water Tenders:

   - At the time the agreement is prepared, the contractor will provide weight tickets showing the gross (full) weight and tare (empty) weight of the vehicle from a certified scale written within the previous 90 days.
   - CAL FIRE will compare the gross weight to the Gross Vehicle Weight Rating (GVWR) of the vehicle (as shown on the manufacturer's build plate) to determine whether the fully-laden vehicle is within the maximum allowable weight. If it is not, CAL FIRE will not put the tender under agreement.
   - If the fully-laden vehicle is within the maximum GVWR, CAL FIRE will then deduct the tare weight from the gross weight to determine the maximum load weight that the tender can carry. A weight of 265 pounds will then be deducted from the maximum load weight to account for the weight of the driver and personal gear. This weight is the maximum legal weight of water that can be carried by the tender.
   - CAL FIRE will then divide that number by 8.34 to determine the maximum gallons that the tender can carry.
   - The contractor must then show that the tender is capable of carrying that <u>volume</u> of water.
   - If the maximum tank volume is less than the number of gallons that the vehicle chassis can legally carry, then the tender capacity will be the maximum gallons the tank can hold.
   - If the maximum tank volume is <u>more</u> than the number of gallons that the vehicle chassis can legally carry, then the tender capacity will be rated at the maximum number of gallons that it can legally carry.

Effective May 1, 2008

- The contractor must also show that the load is balanced so that all axle weights comply with the manufacturer's gross axle weight ratings, or the vehicle will not be put under agreement. (See also 7761.3, item 6.B.)

8. 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, CAL FIRE will 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. **This is not a vehicle safety inspection.** Any pre-existing damage will be documented at this time.

2. In cases of complement deficiency or obvious mechanical problems, 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 $150/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 in order to document any damage that occurred while the equipment was under hire to CAL FIRE. CAL FIRE is not liable for such damage. **This is not a vehicle safety inspection. Vehicle safety is the responsibility of the operator.**

Effective May 1, 2008

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 CAL FIRE 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 3934.3.1.5), 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 3934.3.1.5). 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.

Effective May 1, 2008

WATER TENDER POTABLE (Daily Rate) 3833.1.12

(No. 27 May 2005)

Potable water tenders are required to arrive at the incident **loaded** and ready for immediate assignment. As has been past practice, CAL FIRE 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 Public Health. The California Department of Public Health 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 Public Health 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 POTABLE WATER TENDERS (DPH CATEGORY X – Potable Water Only) USED TO PROVIDE WATER TO INCIDENT BASES AND CAMPS.

It has been established that California Department of Public Health Standards apply to transportation of potable water to CAL FIRE and Federal incidents and extend to out of state contractors. California Department of Public Health 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 CAL FIRE-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.

Effective May 1, 2008

Certified potable water tenders are paid in accordance with the EERA rates shown in 3934.3.2.10.

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 CAL FIRE 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.

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 Potable Water Truck rate. 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 Public Health. 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.
- Contractor will carry on each vehicle (1) owners manual or (2) Letter from the pump manufacturer stating that the water pump being used is for food grade service.

Special note on potable water:
The California Department of Public Health (DPH) recommends that CAL FIRE units contact the nearest DHS field office to obtain a current listing of licensed potable water haulers for that area.

Effective May 1, 2008

GRAY WATER TENDERS (Daily Rate) 3833.1.12.1

(Nov. 2007)

1. TANKS shall be of metal construction, welded or riveted, and shall be water tight and splash proof. Tanks shall be labeled "Gray Water" with capacity in gallons shown conspicuously on each side of the tank in letters at least four inches high. Any open overhead fill will be securely sealed (water tight).

2. PUMPS shall be constructed to prevent leakage, spillage, or splashing. On all diaphragm or similar types of open pumps, a tight metal hood shall be provided over pump.

3. DISCHARGE GATES OR VALVES shall be leak proof and so constructed as to discharge contents in a manner that will not create a nuisance. All inlets and outlets shall be provided with a cap to prevent dripping.

4. ADEQUATE HOSES shall be provided to pump contents from gray water holding tanks to truck tanks without spillage on surface of the ground. Hoses are to be cleaned on premises without any spillage of contents on the ground. A ¾ inch hose not less than 50 feet in length shall be carried with the equipment for cleaning purposes.

5. RACKS (s) for carrying equipment on the truck shall be provided. All parts of the truck and equipment shall be easily cleanable, with no pockets which can accumulate waste.

6. CLEANINGS shall be disposed of only at authorized areas approved by the Department of Environmental Health.

7. REGISTRATION (OPERATING PERMIT) All gray water trucks shall be required to obtain a permit from the local Department of Environmental Health in the county in which the vendor has his/her place of business.

Effective May 1, 2008

WATER TRAILERS (WITH AND WITHOUT PUMP) (Daily Rate) 3833.1.13

(No. 27 May 2005)

Water trailers (potable and non-potable) have been divided into three size categories. Transport of a 1500 to 4000+ gallon 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. (See 3934.3.1.4) Water trailers with or without dedicated tractors are not considered "Fireline Water Tenders."

A tractor-trailer combination assigned to an incident base will be paid at the appropriate one operator tractor-trailer 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. 27 May 2005)

CAL FIRE hires fuel trucks to provide fuel at incidents so that CAL FIRE and other government vehicles can be refueled without leaving the incident. CAL FIRE 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 3934.3.1.7) 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.

CAL FIRE 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 CAL FIRE 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 CAL FIRE for payment. The option of using credit cards may also be available for federal agencies and CAL FIRE in lieu of the fuel issue Form R5-6300-164 or OF-304.

Effective May 1, 2008

This policy must be carefully explained to all equipment contractors at the time they are signed up. CAL FIRE 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
  NOTE: Fuel spill containment and disposal is the responsibility of the fuel truck operator.
- Fire extinguisher, 20BC 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. 27 May 2005)

Fire engine EERAs shall identify the apparatus using the ICS classifications (Type 1, 2, 3, or 4) as shown in the ICS Field Operations Guide. Unit Cooperative Fire Protection Agreements or the OES rate schedule can serve as a guide for establishing a negotiated rate. Payment will be made using the CAL FIRE-93 form.

Effective May 1, 2008

FALLERS, CHAINSAW OPERATORS AND SWAMPERS 3833.1.16

(No. 27 May 2005)

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 Modules: one person module consists of 1 Faller with saw, transportation, fuel, maintenance tools and supplies, and all required safety equipment. Two person module consists of 2 Fallers with saw(s), transportation, fuel, maintenance tools and supplies, and all required safety equipment.

Swamper: CAL FIRE 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.

CAL FIRE 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:

Beginning in 2006, Fallers, Chainsaw Operators, and Swampers must successfully complete a CAL FIRE-approved Fireline Safety and Operational Training course. (see 7761.2.9.1)

Effective May 1, 2008

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, CAL FIRE 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, CAL FIRE should not enter into the agreement.

Swamper Requirements: Swampers shall be 18 years of age or older. Swampers will not be "upgraded" to Fallers or Chainsaw Operators after being hired as Swampers.

Other Requirements : Fallers, Chainsaw Operators and Swampers 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 required.)
- Goggles
- Gloves (CalOSHA approved)
- Fire shelter - USFS specifications
- Lace-up leather boots
- Chainsaw chaps

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

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 CAL FIRE this is the CAL FIRE-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.

Effective May 1, 2008

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.**

Fallers, Chainsaw Operators, and Swampers are not required to carry commercial general liability insurance for work performed while under hire to CAL FIRE.

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 CIRCUMSTANCE 3833.1.16.1

(No. 27 May 2005)

Special Circumstance

A CAL FIRE 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.

Effective May 1, 2008

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 CAL FIRE-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 CAL FIRE-61 "Emergency Equipment Use" invoices.

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 CAL FIRE 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).

Effective May 1, 2008

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 (Daily Rate) 3833.1.18

(No. 27 May 2005)

Preference is for refrigerator trucks to be signed up without the operator. 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. CAL FIRE 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 CAL FIRE-294, agreement must utilize EERA rates for all equipment provided.

Example: If a 35' dry storage trailer is hired off a standard rate (CAL FIRE-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 CAL FIRE.

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

SERVICE VEHICLES 3833.1.19

(No. 27 May 2005)

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.

Effective May 1, 2008

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 CAL FIRE has specifically requested that type of equipment. CAL FIRE 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. CAL FIRE mechanic personnel are billed at a $150.00 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 rates for service vehicles include the skilled operator and/or skilled mechanic.

SPECIAL VEHICLES (Guarantee Rate) 3833.1.20

(No. 26 March 2005)

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).

Effective May 1, 2008

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 ($150.00 hourly) and parts provided by CAL FIRE 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 CAL FIRE-250. This charge will be taken as a deduction on the Emergency Equipment Use Invoice, CAL FIRE-61, pay document.

ORGANIZED CREWS (Federal Billing Process) 3833.1.21

(No. 25 March 2005)

When an organized crew puts its chainsaws under agreement, their saws will be signed up at a **daily rate of $58.00/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, CAL FIRE 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.

Effective May 1, 2008

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 CAL FIRE incidents with federal organized crews are the responsibility of that federal agency, which later is billed back to CAL FIRE. 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.

CAL FIRE 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)

CAL FIRE, 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.

Effective May 1, 2008

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.

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.

Effective May 1, 2008

The State may, at their option, provide potable water and gray water removal, or the state may hire the contractor to provide these services.

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. 25 March 2005)

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
- Gray water collections
- Kitchen Support Unit
- Light standards
- Mobile office trailers
- Portable wash stations (2 basin for toilets)
- Portable pumps
- 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

Effective May 1, 2008

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

EMERGENCY REHABILITATION (Hourly Rate) 3833.1.25

(No. 16 March 2002)

Equipment hired 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. 27 May 2005)

Graders and Excavators hired for suppression work and are then re-assigned to incident rehabilitation are paid at the rates shown in 3934.3.4.1 and 3.4.2.

These items of equipment must be equipped with a backup alarm of at least 87 db.

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)
- Personal Protective Equipment:
  - Nomex shirt and trousers - CAL OSHA specifications (suppression work only)
  - Nomex shroud is required (suppression work only)
  - Hard hat
  - Goggles
  - Gloves
  - Fire shelter - USFS specifications (suppression work only)
  - Lace-up leather boots

Effective May 1, 2008

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 CAL FIRE-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

CAL FIRE 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 CAL FIRE'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.

Effective May 1, 2008

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, CAL FIRE, 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 (CAL FIRE, 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.

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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.

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

(No. 25 March 2005)

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

- A front page to be completed by appropriate personnel
- A Supplemental General Provisions page
- A General Clauses page
- A tri-party signature page

By signing this document, it is mutually agreed that upon request of CAL FIRE the contractor will furnish the equipment listed on the CAL FIRE-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.

Effective May 1, 2008

WHEN REQUIRED 3833.2.1

(No. 19 February 2004)

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

FROM WHOM REQUIRED 3833.2.2

(No. 19 February 2004)

A CAL FIRE-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 CAL FIRE or ordered to work until a CAL FIRE-294 has been completed.

(RESERVED) 3833.2.3

WAGE CERTIFICATION 3833.2.4

(No. 25 March 2005)

This section has been deleted because CAL FIRE and the federal fire agencies no longer use the Audit Rate.

HOW TO COMPLETE CAL FIRE-294 (page 1) 3833.2.5

(No. 27 July 2007)

Instructions for completing the CAL FIRE-294 are as follows:

1) **Ordering Office:** Enter CAL FIRE Unit name, address, phone number, where equipment is being signed up and inspected.

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2) **Agreement Number:** The CAL FIRE EERA number will be the 3 letters of the alpha identifier 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 CAL FIRE, the Vendor Code Numbers can be found on the **CAL FIRE Intranet Page** by clicking **CAL FIRE 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.** Include leading zeros.

Example: CAL FIRE Amador – El Dorado Unit enters into an EERA with Emerson Logging, Inc. of Jackson. Emerson Logging's Vendor Code Number form the Intranet vendor table is 12682500, so the EERA number would be AEU - 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 CAL FIRE Accounting Office will assign a vendor number and update the vendor table. After the number is assigned, enter the EERA number on the CAL FIRE 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, 2008.

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. **NOTE**: Only sole proprietors may enter SSNs. For business partnerships and corporations, enter the Federal Employer ID Number. For American Indians, enter the tribal "A-number." If the contractor wants to be recognized by CAL FIRE 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.

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7) **Operator Furnished By:** Indicate if operator is furnished by contractor or by Government (CAL FIRE).

8) **Type Of Contractor:** This block is to gather information to meet agency reporting requirements. A copy of the DGS cert is required for all DVBE and certified small business vendors. Attach it to the CDF-294.

9) **Item Description:** This information must be of sufficient detail to fully identify the equipment to be hired. **Enter the Vehicle Identification Number (VIN) or serial number** for each piece of equipment to be covered by the agreement. **For licensed motor vehicle, also enter license number.** Description of equipment should include enough information to identify the ICS Type, plus any relevant capability information.

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 CAL FIRE-294. If the contractor wants to be recognized by CAL FIRE 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.

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COMPLETING THE "GENERAL CLAUSES" AND "SUPPLEMENTAL GENERAL PROVISIONS" (CAL FIRE-294 pages 2 and 3) 3833.2.5.1

(No. 25 March 2005)

The CAL FIRE "General Clauses…", "Supplemental General Provisions…", and "Signature Page" are parts of the CAL FIRE-294 and must be included along with page 1. The "General Clauses…" and "Supplemental General Provisions" must be reviewed with the contractor; the contractor should initial and date both pages.

COMPLETING THE SIGNATURE PAGE (CAL FIRE-294, page 4) 3833.2.5.2

(No. 25 July 2007)

The "Signature Page" is used when a contractor has already entered into an EERA with a California federal fire agency and also wants an EERA with CAL FIRE. The CAL FIRE employee preparing the agreement should complete the FC-290 EERA Checklist with the contractor to ensure that all CAL FIRE-specific requirements are met before CAL FIRE enters into the EERA. The completed Signature Page will be attached to the other pages of the EERA. In no case will Cal Fire pay more than the rates in the 3900 H.B.

DISTRIBUTION OF CAL FIRE-294 COPIES 3833.2.6

(No. 25 March 2005)

Distribution of copies of the CAL FIRE-294 form is as follows:

1. The original pages should be given to the originating unit's Hired Equipment Coordinator, and must include all 4 pages of the form: front page, General Clauses, Supplemental General Provisions, and Signature Page (if applicable).

2. A photocopy of all pages should be given to the contractor.

3. If the CAL FIRE-294 is prepared at an incident, the original set should be mailed to the Unit Hired Equipment Coordinator. A photocopy of all pages should be provided to the Finance Section and to the Ground Support Unit Leader.

4. For CSB and DVBE contractors, send a **copy** of the EERA, CAL FIRE 157 and a copy of the DGS certification to the CAL FIRE Departmental Hired Equipment Coordinator at CAL FIRE Headquarters, who will verify the CSB or DVBE status of the contractor.

Effective May 1, 2008

(see next section)

(see HB Table of Contents)

(see Forms or Forms Samples)

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