



# EERA Special Provisions Pick List

This pick list is intended as EERA Special Provision guidance for local procurement officials negotiating EERA agreements for equipment hired and owned by private contractors.

## **1. Mandatory EERA Special Provisions**

**Please ensure one or both of the following special provisions are listed on every EERA agreement:**

- A. General Clauses to the EERA OF-294 are attached hereto and incorporated herein by reference.

**AND/OR**

- B. The current year version of Chapter 20 of the Northern Rockies Supplement to the SIIBM is the guiding document for this agreement. The specifications, rules and guidelines of Chapter 20 are incorporated herein by reference in addition to the General Clauses to the EERA OF-294 are attached hereto and incorporated herein by reference. In the event of a disagreement between the General Clauses to the EERA OF-294 and Chapter 20, Chapter 20 for the year of the agreement will preside and supersede the attached General Clauses (i.e. 2020 Chapter 20 and 2020 Agreement). If a multi-year agreement is in place, the agreement is bound by the version of Chapter 20 for the year the agreement was initiated for the duration of the agreement or until the agreement is cancelled or amended. Year-to-year agreements (single year) are the preferred method but a land or unit office may decide to initiate a multi-year agreement for up to a three (3) year period.

## **2. EERA Special Provisions NOT addressed in General Clauses**

**The following provisions are NOT addressed in General Clauses to the EERA OF-294 and must be listed as a special Provision. if applicable, to the equipment being hired and mandatory provision "B" above is not included:**

- When equipment qualifies as more than one type, it will be paid at the rate ordered as documented on the resource order.
- **Heavy Equipment with Transport:** If there is a single operator for heavy equipment and the transport, the transport will be paid at 65% of the transport minimum daily guarantee; mileage rate is not reduced.
- Rate includes service vehicles. No additional payment will be made for service or other vehicles (or operators) that accompany equipment
- Severity shall be paid at 75% of the daily rate for up to a ten-hour day. Shifts exceeding ten hours will be paid the full daily rate.
- Contractors shall be responsible for obtaining pre and post use inspections. Equipment not meeting pre-use inspections will not be paid.

## **3. Unique Situation EERA Special Provisions**

**List, if applicable, to equipment being hired or if special emphasis is desired on specific provision:**

- If equipment hired by DNRC is utilized on a federal agency's incident and the federal agency is unable to pay based on this EERA, send original payment documents and a copy of this EERA to the DNRC office listed above as "Ordering Office" for payment processing.
- All operating supplies are to be furnished by the Government.
- Equipment furnished under this agreement is **NOT** subject to pro-rating on the first or last day.
- Advanced Life Support Kit per the Northern Rockies Coordinating Group Standards for Interagency Incident Business Management handbook.
- Rates include 5% adjustment for equipment with foam capability, if applicable.
- SCA Wage Determination applies to equipment hired fully operated.
- Negotiated rate.
- Equipment will be paid for a double shift only if ordered as such on the Resource Order and staffed with a separate operator or crew for the second shift.