

AMENDMENT # 2 to
2009 INTERAGENCY FIREFIGHTING CREW AGREEMENT

1. This is Amendment No. 2 to the 2009 Interagency Firefighting Crew Agreement (as amended from time to time the "**Agreement**") between the State of Oregon acting by and through its Oregon Department of Forestry hereafter called **Government**, and (**Please Print Company Name**) _____,

hereafter called **Contractor**. By signing this Amendment, **Contractor** agrees to be bound by the terms and conditions of this amendment for all crews awarded to your company.

2. The **Agreement** is hereby amended as follows:

Section 9.1 is deleted and is replaced in its entirety to read as follows:

9.1 Recovery of any and all damages suffered as the result of **Contractor's** default, including but not limited to direct, indirect, incidental and consequential damages and damages provided by any other applicable Oregon law.

Section 10.2 is deleted and is replaced in its entirety to read as follows:

10.2 US DEPARTMENT OF LABOR WAGE DETERMINATION AND STATE MINIMUM WAGE. **Contractor** must compensate all **Crew Members** in accordance with (a) the applicable hourly wage rate provisions of (i) the Wage Determination issued pursuant to the federal Service Contract Act, or (ii) state minimum hourly wage rates, whichever is higher and (b) the applicable Fringe Benefits set forth in the Wage Determination. The current Wage Determination is attached to the Agreement as **Exhibit N** - Wage Determination and can also be found at <http://wdol.gov/wdol/scafiles/non-std/95-0221.sca>.

Section B.5.3 is deleted and is replaced in its entirety to read as follows:

B 5.3 Qualified individuals may take their **original** certificate or roster issued by specified third-party assessment entity, stating "Pass", and indicating "LSA-E" (may supervise English speaking **Crews** only) or "LSA-E/S" (may supervise both English and Spanish speaking **Crews**) or "LSA-E/R" (may supervise both English and Russian speaking **Crews**), to a **Firefighting Contractor Association** who issues IQC. The **Administering Agency PCSU** may request a copy sent by fax to 503-945-7494, or mail for comparison with a roster obtained from the testing authority. **Contractor** does not need to send a copy to the **PCSU** unless requested to do so. The issuer of IQC cards shall incorporate one of the specified LSA designations in the IQC Position Qualifications Block. Original LSA certificates shall be placed into **Section 4** in the firefighter's training and experience file. (See **Exhibit E** Training Records Format) Firefighters who do not take, or take and do not pass the English language assessment shall be listed as an experienced FFT2 red dot on their qualification card and on all manifests. These firefighters are not to be presented as **Trainees** or offered for **Incident** LSA monitoring. Only FFT1 positions that have completed experience and training requirements for a FFT1 position after the expiration date of third party LSA evaluation process can

be issued an IQC showing a language designation as NT after training record verification by a **FCA**. All other supervisory firefighters must complete pre-**Season** LSA testing. NT designation requires language testing and approval at each **Incident**. FFT2 TRAINEES FOR FFT1 positions that do not have LSA on their Incident Qualification Cards are to be monitored for language skills using Attachment 2 to Exhibit B- English/Reading Requirement Evaluation Process. Any firefighter previously listed with an NT designation shall complete LSA testing before being shown or used in any supervisory position during any following agreement period.

Section C 4.6.3 is deleted and is replaced in its entirety to read as follows:

C 4.6.3 While assigned to the **Incident** if the **Crew** is reduced to less than 20 **Crew Members**, or **Contractor** replaces a **Crew Member**, for any reason, **Government** will not pay travel time for that **Crew Member** or the replacement of that **Crew Member**.

Section C 5.7 is deleted and is replaced in its entirety to read as follows:

C 5.7 For **Contractor** travel time exceeding work/rest standards or complying with driving limitations as specified, or where no fire camp is available and **Government** determines that commuting is uneconomical, **Government** will, in its discretion, either furnish **Subsistence** or provide an additional payment to **Contractor** as follows:

C 5.7.1 Per Diem (Lodging). When the **Government** cannot provide campsite and commuting is not feasible, **Government** will pay actual costs or the per diem rate published by the U.S. General Services Administration web site (www.gsa.gov), whichever is less, based on double occupancy. Receipt for lodging is required.

C 5.7.2 Per Diem (Meals). When the **Government** cannot provide food and drink after the first shift worked **Government** shall pay actual costs or the per diem rate published by the U.S. General Services Administration web site (www.gsa.gov), whichever is less.

C 5.7.3 **Subsistence** During Travel - Remain Overnight (RON). **Subsistence** is compensable when authorized by sending dispatcher and notated on the **Resource Order** for the specifically identified **Crew**. Subsistence consideration will include agreed upon date and time of arrival at **Incident**, travel time, and estimated time of departure. Payment will be in accordance with C 5.7.1 and C 5.7.2.

C 5.7.4 The maximum allowance to be paid is based on the number of **Crew Members** shown on the shift ticket, not to exceed twenty persons. In the case of a **Strike Team**, the number will not exceed forty-one (41) persons.

Section F 3.1 through F 3.1.4 is deleted and is replaced in its entirety to read as follows:

F 3.1 **Contractor** shall ensure all **Crew Members** arrive at the incident with the proper Personal Protective Equipment (PPE), including PPE for eyes, face, head, and extremities set forth below. All PPE shall be used and maintained in a sanitary and reliable condition wherever it is necessary. Defective or damaged PPE shall not be used.

F 3.1.1 Boots. Each **Crew Member** must wear foot protection that provides adequate traction and ankle support. **Crew Members** operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the **Crew Member** against contact with a running chain saw. Boots shall be leather, lace-up type, minimum of 8" high with lug type sole in good condition (steel toed boots are not acceptable).

F 3.1.2 Hard Hat. Each **Crew Member** who works in an area where there is potential for head injury from falling objects or flying objects, wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1 1986, 1997 or 2003 plastic, type 1 class B, OSHA approved, with chinstrap. NOTE: Hardhat meeting NFPA 1977, 1998, or 2005 edition standard for **Protective Clothing and Equipment** for wildland firefighting is required.

F 3.1.3 Gloves. One pair of heavy duty leather per person.

F 3.1.4 Goggles. One pair per person. **Crew Members** must have eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

Section F 4.7 is deleted and is replaced in its entirety to read as follows:

F 4.7 ACCIDENTS/FIRST AID – **Contractor** shall provide first aid for all of their crew members. If **Government** qualified first aid providers are available, **Government** will assist **Contractor Crew Members** with first aid if the need arises due to work on the **Incident**. In life threatening situations, if **Government** qualified medical assistance providers are available, **Government** will provide first aid and medical assistance to an injured **Crew Member** and such medical aid will be charged back to **Contractor**. If a **Crew Member** is injured on the fireline, the **Crew Member** may be evacuated by **Government** at **Contractor's** expense. If a **Crew Member** is in camp with an illness or injury and is given transport to a medical facility or hospital by **Government** or at **Government** expense, **Contractor** shall reimburse **Government** for all expenses related to such transport. **Contractor** must comply with all **OSHA** requirements pertaining to numbers of **Crew Members** trained in first aid.

EXHIBIT I- Wildland Firefighting Training Resources

“FIREFIGHTING CONTRACTOR ASSOCIATIONS” is deleted in its entirety and replaced to read as follows:

FIREFIGHTING CONTRACTOR ASSOCIATIONS

Incident Management Services & Training, Inc

PO Box 1328
Edmonds, WA 98020
G. Elton Thomas
Phone: (425) 417-7977
Fax: (425) 776-0467
Email: elton@wavecable.com

National Firefighter Training & Carding Assoc.

PO Box 974
Philomath, OR 97370
John Berger (President)
Phone: (541) 929-7802
FAX: (541) 929-7803
Email: John_Berger@nftca.com
Web page: www.nftca.com

National Wildfire Suppression Assoc.

PO Box 330
Lyons, OR 97358

Oregon Firefighting Contractors Assoc.

PO Box 418
Merrill, OR 97630
Steve Clark (President)
Phone: (541) 510-1219
FAX: (541) 798-5107
Email: steve@oregonwoods.com
Web page: www.ofca.biz

Three Sisters Wildfire Contractor's Assoc. Inc.

PO Box 142
Sisters, OR 97759
Paul Asher (President)
Phone: (541) 549-8375
FAX: (541) 549-8129
Email: dan@tswca.org
Web page: www.tswca.org

Washington Contract Firefighters Assoc.

348 Twisp Carlton Rd

Deborah Miley (Executive Director)
Phone: (503) 769-2291
FAX: (866) 854-8186
Email: info@nwsa.us
Web page: www.nwsa.us

Carlton, WA 98814
Kevin Curfman (President)
Phone: (360) 880-3473
Email: kcurfman@compprime.com
Web page: www.wcfafirefighters.org

Northern Contractors Assoc.

PO Box 427
Barriere, BC V0E1E0
Mike Dewey
Phone: (250) 672-2120
FAX: (250) 672-2190
Email: mike_dewey@telus.net

Wildland Forestry Assoc.

PO Box 1277
LaPine OR 97739
Butch Crume (President)
Phone: (541) 536-7419
FAX: (541) 536-8614
Email: bcrume@coinet.com

3. Except as expressly amended above, all other terms and conditions of the original **Agreement** are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original **Agreement** are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

CONTRACTOR

By Signature _____

Printed Name: _____

Title: _____

Company Name _____

Date: _____

STATE OF OREGON by and through its Agency

By _____
Shannon Rand- Designated Procurement Officer

Date