

AMENDMENT # 1 to
2007 INTERAGENCY FIREFIGHTING CREW AGREEMENT

1. This is Amendment No. 1 to the 2007 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 Contract is hereby amended as follows:

Sections D.2.1, D.2.1.1, D.2.1.2, D.2.1.3, and D.2.1.4 are deleted and are replaced in their entirety to read as follows:

D.2.1 PERSONNEL QUALIFICATIONS

D.2.1.1 All Crew Members are required to possess a valid Incident Qualification Card (IQC) issued by any independent Firefighting Association prior to being listed on a CONTRACTOR manifest or being dispatched to any incident. The requirements for obtaining an IQC are set forth in Section D.2.2.9. Upon any change of employment, a Crew Member must be issued a new IQC before being listed on a manifest or assigned to an incident by the CONTRACTOR hiring the Crew Member. (the "Hiring Contractor"). A firefighter may be listed on only one (1) CONTRACTOR manifest and be employed by only one (1) CONTRACTOR at any time. All transferred firefighters must be identified on company manifests and Handcrew Manifest Forms (Exhibit T) as a transferred employee. (See D.5.5 Company Manifests).

D.2.1.2 CONTRACTOR shall maintain a complete set of employee training, experience and fitness records that meet the requirements and format set forth in Exhibit E. Records must be maintained for each Crew Member employed by the CONTRACTOR and must include required documents for each position in which each Crew Member is certified to perform. No Crew Member may be listed on a company manifest unless the CONTRACTOR has all of the required records for the Crew Member. Upon request, all records must be made available for inspection or produced to ODF within five (5) working days of a request.

D.2.1.3 The procedure for inspection and transfer of records described in Section D.2.1.2 shall be as set forth below.

D.2.1.3.1 CONTRACTOR must strictly comply with all of the requirements set forth in ORS 652.750.

D.2.1.3.2 When (a) a Crew Member leaves the employ of a CONTRACTOR for any reason, or (b) there is a change in a manifest, or (c) the qualifications of a Crew Member have changed, CONTRACTOR must notify the ODF Protection Contract Unit of the change within twenty-four (24) hours of the change.

D.2.1.3.3 When a Hiring Contractor hires a Crew Member formerly employed by another CONTRACTOR (the "Prior Contractor"), the Hiring Contractor shall provide written notice of the hiring to the Prior Contractor by personal delivery, certified or registered letter, or telefax. The Prior Contractor shall thereafter deliver true and correct copies of all of the Records of the Crew Member to the Hiring Contractor within four (4) calendar days of the receipt of the notice from the Hiring Contractor.

D.2.1.4 Not Used

Section D.2.2.9 is deleted and replaced in its entirety to read as follows:

D.2.2.9 All CONTRACTOR Crew Members must have a valid IQC issued at least annually for the current fire season and again upon all changes in employment for that fire season as described in D.2.1.3. For purposes of this Agreement, before issuing an IFQ, an independent Firefighting Association must have in its possession, (a) a valid Incident Qualification Card (IQC) issued by any independent Firefighting Association, or (b) similar document for the positions listed in this Agreement issued by another official agency. Either will be acceptable documentation supporting that an individual has met the training and experience requirements for such position(s) for purposes of this Agreement. With respect to (a) above, CONTRACTOR must retain either (1) a letter on official letterhead from the issuing agency that states the certification record was validly issued or (2) copies of the individual's training and experience records validating the certification record. IQCs must be available when requested by GOVERNMENT. IQCs must identify the CONTRACTOR employing the Crew Member. Cards must be in the format specified below and in Exhibit I.

D.2.2.9.1 IQCs shall be 3.5" x 2". The card must be issued by a recognized Training Association with current MOU with PNWCG. Information on the card shall be typewritten and include: company name; name of the employee; digitally imprinted photograph of the employee; experience indicator (1/4 inch size see D.2.2.10); unique identifier assigned by GOVERNMENT (may have two unique identifiers if shared resource for multiple Agreements); the level of required work capacity fitness test; Language skills assessment (Documentation from testing institution supporting bi-lingual abilities must be included in section two (2) of employee training file); list highest position (may have more than 1 position listed if shared resource for multiple Agreements) the employee is qualified to perform and the date he or she became qualified in the position(s) listed; and any special skills. The certifying authority

(CONTRACTOR) must sign (in ink or electronically) the identification card and provide the issue date. The Firefighting Contractor Association issuing the card must verify the information on the identification card and provide its signature (in ink or electronically). Any GOVERNMENT-designated representative, if required for shared resources with other agreements, must verify the information on the identification card and provide its signature as well (in ink or electronically). Those signatures verify that the individual has met all position qualification requirements of this Agreement. GOVERNMENT will accept CONTRACTOR'S electronic signature, as long as it is the signature of the CONTRACTOR and not of a CONTRACTOR'S representative.

D.2.2.9.2 Required information and format of the identification card: (cards not in the required format will not be accepted) (See Exhibit I)

FRONT OF CARD

- Company name (include company and/or MOU logo)
- Full legal name of the employee
- Digitally imprinted photograph of the employee
- Experience indicator (1/4 inch diameter size)
- Employee number (unique identifier assigned by GOVERNMENT)
- Work Capacity Test level (Arduous)
- Language evaluation (LSA/S and/or LSA/E)
- List only highest position(s) the employee is qualified to perform and the date achieved (example: CRWB or ENGB, CRWB or STCR, CRWB)

BACK OF CARD

- Firefighting Contractor Association name, address, phone
- Additional skills (example: EMT, Sawyer, Class B Faller)
- Owner's signature and issue date
- Signature of verifying official, date, affiliation
- Signature of verifying official, date, affiliation

Sections D.2.3, D.2.3.1, D.2.3.2, D.2.3.3, D.2.3.4, D.2.3.5 and D.2.3.6 are deleted and are replaced in their entirety to read as follows:

D.2.3 FITNESS AND WORK CAPACITY

D.2.3.1 CONTRACTOR must ensure that all Crew personnel assigned to Crews for the current fire season have passed the Work Capacity Fitness Test (WCFT) at the arduous level of fitness based upon the "pack test", as specified in "Work Capacity Test Administrator's Guide" National Fire Equipment System (NFES) 1109 April 2003. The pack test requires completing a three (3) mile hike with a 45-pound pack in 45 minutes. Copies of "Work Capacity Test Administrator's Guide" and associated videos may be purchased from the National Interagency Fire Center in Boise, Idaho. An electronic copy of the publication is available at:

<http://www.nwccg.gov/pms/pubs/pubs.htm>. CONTRACTOR must ensure that the WCFT administrator complies with all requirements listed in the "Work Capacity Test Administrator's Guide". Upon arrival of GOVERNMENT representative, the Test Administrator shall identify the qualified emergency medical technician and provide any required documentation. **Participants shall have clearly visible weatherproof numbers (a minimum of six (6) inches) attached or applied to, or indicated on the pack test vests. These numbers shall correspond with the name on the roster provided to GOVERNMENT.** The WCFT administrator shall provide the manifest of participating personnel to GOVERNMENT Representative before start time of test. Participating personnel must provide GOVERNMENT-issued photo ID at time of test. The roster shall identify the names, identification number, and pack test vest number of each person taking the test. CONTRACTOR must provide, in each Crew Member's training file, proof (roster and certificate signed and dated by administrator) that the Crew Member has met this requirement. CONTRACTOR is responsible for any liability associated with locations and for pack test administration including any and all costs. CONTRACTOR must provide a pack for each person taking the WCFT test. All tests conducted shall have a test administrator and sufficient monitors to adequately observe all participants during testing. GOVERNMENT will not administer or assist with any tests, provide equipment or act as the required emergency medical technician. Tests conducted for fewer than 10 persons must be authorized in advance by GOVERNMENT representative.

D.2.3.2 Pack test dates must be on or after January 1 of the current calendar year to be accepted. All pack tests must be scheduled at specific dates, times, and locations. CONTRACTOR or the Firefighting Contractor Association administering the test shall contact ODF to schedule tests. Each CONTRACTOR is responsible for compliance of the notification. Pack tests may be monitored by ODF or authorized GOVERNMENT representative at the locations and times specified. Prior notification of pack tests shall be provided to the ODF Protection Contract Services Unit (PCSU) in writing (by letter or fax to 503-945-7494) no later than seven (7) working days prior to the date of each pack test to allow scheduling and monitoring by GOVERNMENT. GOVERNMENT will contact the test administrator with scheduling details and contact information for GOVERNMENT representative.

CONTRACTOR must provide notification of pack tests outside of the State of Oregon and the State of Washington no later than ten (10) working days prior to the administration of each pack test. CONTRACTOR must provide an explanation why the test will be performed outside of Oregon and Washington. The WCFT notifications must include the desired date and starting time, location, estimated number of people taking the pack test, and name and phone number of the administering official (the person who will actually be administering the pack test). (See Exhibit D). Clarification: **The administering official may contact the PCSU but it is the CONTRACTOR'S responsibility to ensure compliance with this specification. Any WCFT tests conducted without prior notification will be considered non-compliant and CONTRACTOR will receive notification of non-compliance. Non-compliant WCFT will not be considered and will have to be scheduled and taken over.**

D.2.3.3 When pack tests must be scheduled to meet urgent training needs, the ODF Protection Contract Services Unit may waive the seven (7) working day notification requirement. CONTRACTOR must identify reason for emergency and make such requests for waiver by fax to (503) 945-7494 no later than 24 hours before scheduled start date and time.

D.2.3.4 No later than seven (7) working days following administration of each pack test, CONTRACTOR or the Firefighting Contractor Association must provide the ODF Protection Contract Services Unit with a roster including the names and CONTRACTOR affiliation of each person who took the test, and whether this person passed or failed the test. This roster must be signed and dated by the test administrator.

D.2.3.5 GOVERNMENT reserves the right to monitor the administration of pack tests for compliance with the NFS "Work Capacity Fitness Test Instructor's Guide." If the test was not conducted as required, or has not started within fifteen (15) minutes after the scheduled time, GOVERNMENT reserves the right to consider the testing non-compliant. In that event, each CONTRACTOR with an employee present for testing will receive notification of non-compliance and the test will not be considered. A second failure to comply with testing standards, or tests performed without the required notice may result in administrative action.

D.2.3.6 **PACK TEST CANCELLATION.** In the event a pack test must be cancelled, CONTRACTOR or the Firefighting Contractor Association must notify ODF in writing (letter or fax) as soon as practicable but in any event, no later than two (2) working days prior to the date and time of the scheduled test. If the situation prevents giving the written notification set forth above, the CONTRACTOR must telephone the ODF Protection Contract Services Unit. Failure to provide notification may result in administrative action.

Sections D.3.2.6, D.3.2.7 and D.2.3.8 are deleted and are replaced in their entirety to read as follows:

D.3.2.6 When offering CONTRACTOR an assignment, GOVERNMENT shall identify the type of assignment (i.e., wildfire or severity). See Section D.8.1.9 for severity. Upon receiving a dispatch call from GOVERNMENT (other than initial attack), CONTRACTOR will normally have one (1) hour to confirm that a 20-person Crew is available and that the departure time and expected arrival time at the Incident required by the dispatcher can be met. If CONTRACTOR does not confirm availability within time specified, or if CONTRACTOR responds with a departure time or expected arrival time that is not acceptable to the dispatcher, the dispatcher may cancel the order without compensation to CONTRACTOR. If CONTRACTOR turns down an assignment, other than severity, CONTRACTOR shall immediately status its Crew as unavailable for a period of 24 hours (unless agreed otherwise by GOVERNMENT). CONTRACTOR will have at a maximum two (2) hours after confirming availability to begin travel to the GOVERNMENT'S designated delivery site or other location specified by GOVERNMENT. The urgency of the dispatch may require GOVERNMENT to offer less than one (1) hour to confirm availability of a 20-person Crew and begin travel to the incident. GOVERNMENT shall allow safe and reasonable assembly and travel time to incident.

D.3.2.7 With the exception of Crews hired at an Incident, GOVERNMENT may require that CONTRACTOR assemble its Crew at the DDL provided in CONTRACTOR'S Proposal, or other location as directed by Government (allowing adequate travel adjustment) following CONTRACTOR'S confirmation (as

specified in Section D.3.2.6 above) that the Crew is available. If CONTRACTOR accepts a Resource Order and then turns down the assignment after being asked to assemble, that Crew will be suspended indefinitely. GOVERNMENT may monitor CONTRACTOR'S compliance with the assembly requirements in this Section. If CONTRACTOR fails to comply with the assembly requirements, GOVERNMENT, in its sole discretion, may cancel the dispatch and order other Crews. Falsification of DDL information will be cause for rejection of the Crew and termination of the Crew from the Agreement at no expense to GOVERNMENT.

D.3.2.8 HAND CREW MANIFEST Prior to the Crew's departure from its DDL, or within two (2) hours of accepting an assignment, CONTRACTOR must fax a completed Handcrew Manifest Form to the dispatching office and the ODF Protection Contract Services Unit including resource order form. Use the GOVERNMENT Handcrew Manifest Form Exhibit T. (An example manifest is included with Exhibit T.) The first 4 names listed on the Handcrew Manifest Form shall be the CRWB and 3 FFT1 employees that will act as supervisory personnel for the crew. Language Skills Assessment (LSA-E, LSA-S, LSA-E/S, LSA-R, LSA-E/R, NT) determination shall be listed in the experience column in addition to experience color code letter. Crew Members listed on Handcrew Manifest Form shall include only those names listed on the Company Manifest previously submitted to the PCSU as required under Section D.5.5.1.

Sections D.3.4, D.3.4.1 and D.3.4.2 are deleted and are replaced in their entirety to read as follows:

D.3.4 ISSUES/CLAIMS RESOLUTION

D.3.4.1 CONTRACTOR must submit any complaints or concerns regarding the dispatch and mobilization process in writing to the Incident Host Unit (see Exhibit A for definition) for resolution. If the Incident Host Unit is unable to resolve the issue, CONTRACTOR must submit the complaint or concern in writing to the ODF Protection Contract Services Unit Contract Officer.

D.3.4.2 GOVERNMENT may elect to hire a Crew that arrives at the Incident with no fewer than 18 Crew Members as specified at time of dispatch. If CONTRACTOR agrees to add additional Members to bring the Crew up to the Agreement standard of 20 people (or the Crew size agreed upon in writing at time of dispatch), CONTRACTOR must comply with the agreed-upon Crew size within 24 hours of the Crew's arrival at the Incident, unless a different deadline is specifically agreed upon in writing by GOVERNMENT,. Travel time to the Incident will not be paid for additional Crew Members necessary to complete a 20-Member Crew (see Section D.8.1.18). Whenever a change in manifest occurs, an updated Handcrew Manifest Form shall be faxed to the ODF Protection Contract Services Unit.

Section D.3.4.6 is deleted and replaced in its entirety to read as follows:

D.3.4.6 OTHER DUTIES AS ASSIGNED. GOVERNMENT may assign Crew Members to other duties in connection with the wildfire assignment if the Crew Members are qualified to perform those duties. Duties may include working as a camp crew, piling brush or other work or activity deemed appropriate by GOVERNMENT. Suppression activities will be paid at the crew hourly rate. Shifts

worked must be within work rest guidelines. For severity assignments, see Section D.8.1.9. See Exhibit A definition of “On Shift”.

Section D.4.1.6 is deleted and replaced in its entirety to read as follows:

D.4.1.6 Upon arrival at the Incident, CONTRACTOR must provide to GOVERNMENT a complete manifest (see Exhibit X) of equipment supplied, including specific brand names, size, serial numbers, color (if applicable), and identifying marks, etc. CONTRACTOR shall provide a new equipment manifest when a change in equipment occurs. Any equipment marked or identified as property of any GOVERNMENT agency shall be surrendered by CONTRACTOR during demobilization process or GOVERNMENT request. CONTRACTOR is responsible to replace any of CONTRACTORS equipment that becomes lost or damaged.

Section D.5.4.3 is deleted and replaced in its entirety to read as follows:

D.5.4.3 CONTRACTOR shall immediately report any accident or injury that occurs while under hire to the incident Safety Officer or designated person. Injuries that prevent work or require firefighter replacement shall also be reported to the ODF Protection Contract Services Unit.

Section D.5.5.3 is deleted and replaced in its entirety to read as follows:

D.5.5.3 Subject to annual extension, a complete hard copy manifest (Exhibit Y) will be required at the time of any Agreement extension, as described in Section G. A complete electronic company manifest must also be emailed to cbeck@odf.state.or.us AND sjohnson@odf.state.or.us. During any annual extension, requirements of D.5.5.2 (**changes only NOT a complete manifest submitted by fax to 503-945-7494**) shall start on the first business day of June, July, August, September and October.

Section D.5.6 is deleted and replaced in its entirety to read as follows:

D.5.6 ENGLISH SPEAKING REQUIREMENT

“Language Skills Assessment“ testing of English language communication skills will be a mandatory requirement for providing private contract fireline hand crews. Assessment of private contract crew members for English language and communication skills must be conducted through a third party to verify an individual’s capacity for compliance with the GOVERNMENT’S contract requirement that the Strike Team Leader, Crew Boss, Incident Commander Type 5 and Squad Bosses be able to communicate in English with incident management personnel, and with their Crew in the language of the Crew. The assessment process must confirm that an individual can communicate in English only (mono-lingual), or can communicate in English and the language of the individual’s Crew (bi-lingual).

"Language Skills Assessment" (LSA) testing is available from Clackamas Community College in Oregon City, Oregon, and Rogue Community College in Grants Pass, Oregon. The LSA is currently only available for mono-lingual English speaking, bi-lingual Spanish speaking, and bi-lingual Russian speaking. GOVERNMENT is currently working on establishing other assessment locations and languages, and reserves the right to offer these additional location and language assessments to CONTRACTORS as they become available. Proof of successful assessment shall consist of a certificate or roster on official letterhead issued by the third party provider to the Contractor employee for addition to the individual's IQC.

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 Protection Contract Services Unit 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 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 Firefighting Contractor Association. All other supervisory firefighters must complete pre-season LSA testing. NT designation requires language testing and approval at each incident using Exhibit G. 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.

Only crews with supervisory positions that have completed and passed LSA requirements in accordance with crew standard will be considered for award. Completion of LSA certification will not be required at solicitation closing date and time but will be required before award. All supervisor positions, STCT, CRWB, FFT1 and ICT5 shall be listed on company manifests at bid closing or any annual extension but must be LSA certified before they can be utilized or represented in supervisor positions by CONTRACTOR. NOTE: LSA certification must be completed no later than June 1 of the current Agreement period.

Section D.5.7.9 is deleted and replaced in its entirety to read as follows:

D.5.7.9 CONTRACTOR shall provide adequate food and lodging for Crew Members during travel from the Point of Hire. GOVERNMENT does not furnish lodging unless GOVERNMENT directs CONTRACTOR to authorized designated facilities. (See Section D.8.2, Subsistence). GOVERNMENT will pay travel from incident to lodging

site when directed by GOVERNMENT. Documentation from GOVERNMENT shall be in writing (in addition to Resource Order) and include the name of GOVERNMENT representative authorizing subsistence.

Section D.5.7.11 is deleted and replaced in its entirety to read as follows:

D.5.7.11 The Incident Commander is authorized to determine the need for Rest and Recuperation for all personnel provided under this Agreement. Vehicles must be shown on the Handcrew Manifest Form (Exhibit T) as available for CONTRACTOR Crew transportation only and not available for hire for any purpose other than Crew transportation. Crew vehicles provided by CONTRACTOR for Crew transportation may not provide any other service other than for the safe transport of CONTRACTOR Crews while under hire of this Agreement. If CONTRACTOR or any of CONTRACTOR'S employees use any Crew vehicle for purposes other than the transport or logistical support (i.e., actions that support the Crew but offer no other fire suppression activity) of CONTRACTOR'S Crew(s), CONTRACTOR will be considered non-compliant and will be subject to administrative action.

Section D.6.1.5 is deleted and replaced in its entirety to read as follows:

D.6.1.5 Basic first aid supplies shall be maintained, available and under the charge of a person trained to administer first aid. Each kit shall meet the ANSI Z308.1 2003 standard

Section D.6.1.15 is deleted and replaced in its entirety to read as follows:

D.6.1.15 Chain Saw Kit (Power saw operators only). Three (3) chainsaw kits are required for each 20 person hand crew. Each kit shall consist of a chainsaw (minimum 24 inch Bar and 3.60 cubic inch size motor), chaps, extra chain, srench, and file. A falling axe and falling wedges are required for bucking down trees. CONTRACTOR shall provide employees who operate power chain saws chain saw chaps and assure that the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg to protect the legs from injury due to inadvertent and accidental contact with a moving power chain saw. All CONTRACTOR employees who operate chain saws must have S-212 classroom training. Sawyers for Initial Attack crews will be Class B faller qualified. Power saws may be used for fireline construction, mop-up or clearing access routes and emergency escape routes or safety zones. Crew Members with S-212 class room training or Class B fallers shall not perform as hazardous tree fallers. Certification of sawyers and Class B fallers will be valid from the date of issuance by the third-party provider as long as the individual firefighter maintains currency of ICS position. CONTRACTOR shall provide hearing protection where there is a potential for hearing loss due to high intensity noise, e.g., chain saw operation.

Sections D.7.1 and D.7.1.1 are deleted and are replaced in their entirety to read as follows:

D.7.1 VEHICLES

D.7.1.1 CONTRACTOR shall provide dependable ground transportation that meets all state and federal laws relating to motor vehicles. The vehicle(s) must be capable of providing transportation to and from the fire line. CONTRACTOR shall ensure that all seat belts are in operable condition, available and used by every passenger in any vehicle while in motion. CONTRACTOR shall require drivers to ensure that all vehicle occupants use seat belts.

Section D.8.1.8 is deleted and replaced in its entirety to read as follows:

D.8.1.8 INCIDENTAL ITEMS. CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required under any contract that results from this Agreement. Payment for work will be made only for those items described in the Agreement. No payment will be made for costs associated with equipment support, shift briefings (except as described in Section D.8.1.7), or check out time. Check in time is considered compensable. GOVERNMENT may release CONTRACTOR at the check in point and schedule a return time for check in. If the CONTRACTOR is released at the check in point compensation is not authorized until the CONTRACTOR returns to the check in point at the scheduled time. STCR trainee, or invoice reconciliation. These costs are considered incidental and are to be incorporated into the crew hourly rate.

Sections D.8.1.16 and D.8.1.17 are deleted and are replaced in their entirety to read as follows:

D.8.1.16 CONTRACTOR and GOVERNMENT shall reconcile actual Crew strength, names of Crew Members assigned and time On-Shift on a daily basis. Following reconciliation of Crew work records, CONTRACTOR and GOVERNMENT shall each sign the daily time report. At no time will CONTRACTOR list more than 20 persons (with exception of a strike team limited to 42 persons) on any daily time report.

D.8.1.17 CONTRACTOR must obtain daily the signature of the designated GOVERNMENT Representative at the Incident on the designated timekeeping record. The GOVERNMENT Representative shall furnish the timekeeping record to the Incident Finance Section daily to facilitate timely payment from GOVERNMENT under this Agreement. If a Crew Member is required to leave the fire due to sickness, injury or termination, that Crew Member's accrual of time for wages shall terminate when the Crew Member(s) or Crew leave the fire line. At no time will GOVERNMENT pay for more than 20 persons (with exception of a strike team limited to 42 persons).

Sections D.8.2, D.8.2.1 and D.8.2.2 are deleted and are replaced in their entirety to read as follows:

D.8.2 SUBSISTENCE

D.8.2.1 CONTRACTOR shall provide each Crew Member adequate food and water until the end of first shift worked after leaving the point of hire. GOVERNMENT shall furnish food and water after the first shift worked if the Crew is not released and is required to stay in fire camp. If the Crew is allowed or directed to return to its DDL during its Off Shift time, GOVERNMENT will not provide subsistence.

D.8.2.2 GOVERNMENT, at its discretion during demobilization, reassignment, and associated travel, may provide subsistence to CONTRACTOR personnel without charging CONTRACTOR. Documentation from GOVERNMENT shall be in writing (in addition to Resource Order) and include the name of GOVERNMENT representative authorizing subsistence.

Section D.8.2.6 is deleted and replaced in its entirety to read as follows:

D.8.2.6 GOVERNMENT shall furnish Subsistence and campsite after the first shift worked if the Crew is not released or is required to stay in the fire camp. If the Crew is allowed to return to its DDL during Off Shift time, GOVERNMENT will not provide Subsistence. CONTRACTOR shall furnish subsistence for crew representative or other persons exceeding agreed upon crew strength.

The following Definition is hereby added to Exhibit A - Definitions:

“Hotline” means suppression action on active flame

EXHIBIT C, EXHIBIT T and EXHIBIT T - EXAMPLE are deleted and are replaced in their entirety to read as follows:

The “MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT (MINI TEMPLATE)” has been deleted in it’s entirety.

EXHIBIT C

POSITION TASK BOOK ADMINISTRATION

IV. Incident Procedures:

A. General

1. **CONTRACTORS** are responsible for administering the task books for their employees. Qualified individuals are not required to carry their PTBs. Trainees in a training or Evaluation Assignment must carry their PTB.
2. The Incident Management Team will not provide PTBs. **GOVERNMENT** Incident Training Specialist, except to answer technical questions, will not be involved in the PTB administration for **CONTRACTORS** nor will **GOVERNMENT** personnel sign the certification portion of the PTB.
3. **CONTRACTOR Trainees: CONTRACTOR** may qualify and certify no more than two (2) Trainees for each 20 person crew or one (1) Trainee for a 10 person crew. and one non-compensable STCR” Trainee (for strike teams). (See D.8.18, Incidental Items) for every 10 days of an incident assignment to which such employee(s) has/have been assigned. **CONTRACTOR** employee’s trainee status must be clearly identified as such on the Handcrew Manifest Form (see D.3.2.8 and Exhibit T) that is submitted to **GOVERNMENT** at each Incident and on the appropriate daily timekeeping record for each shift the employee is in trainee status, in order for **GOVERNMENT** to confirm acceptance of the trainee’s performance. (See Exhibit B) The minimum FFT1, ICT5, CRWB, and STCR position requirements shall be maintained by Crew members not in trainee status. (See Sections D.2.1.5 and D.2.1.6).

CONTRACTOR’s coach or evaluator must, as a minimum, be certified in the position he or she is coaching or evaluating.

- a. **FFT2** personnel must be certified prior to arrival at the Incident. No task book administration at an Incident is required.
- b. **FFT1** Trainees must work on at least three (3) training or evaluation assignments on Type 1, 2 or 3 wildfire or prescribed fire Incidents that include hotline activities to qualify for certification as an FFT1. Refer to the procedures that follow for specific steps for PTB administration for these Assignments.
- c. **ICT5** Trainees must work on at least one (1) additional training or evaluation assignments on Type 5 wildfire incidents that included hotline activities to qualify for certification as an ICT5 after completion of FFT1 requirements. Refer to the procedures that follow for specific steps for PTB administration for these Assignments.

EXHIBIT T Handcrew Manifest Form

HANDCREW MANIFEST FORM											
ORDERING UNIT	INCIDENT NAME			INCIDENT NUMBER			RESOURCE NUMBER C-				
CONTRACTOR				IFCA NUMBER			DESIGNATED DISPATCH LOCATION				
CONTRACTOR REPRESENTATIVE				CONTACT PHONE:			REPORT TO:				
DEPARTURE PLACE			ETD	ETA	INTERMEDIATE STOPS PLACE			DESTINATION PLACE		ETD	ETA
EMPLOYEE NAME				M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYER	EXPERIENCE AND LSA (Blue-Red-Yellow)		
1.								CRWB			
2.								FFT1			
3.								FFT1			
4.								FFT1			
5.								FFT2			
6.								FFT2			
7.								FFT2			
8.								FFT2			
9.								FFT2			
10.								FFT2			
11.								FFT2			
12.								FFT2			
13.								FFT2			
14.								FFT2			
15.								FFT2			
16.								FFT2			
17.								FFT2			
18.								FFT2			
19.								FFT2			
20.								FFT2			
DRIVER AND VEHICLE INFORMATION											
Driver Name			Driver License No		State	Exp. Date	MSPA Number		Vehicle License Number		
SIGNATURE OF AUTHORIZED REPRESENTATIVE (PRINT)									DATE		

EXHIBIT T - EXAMPLE Handcrew Manifest Form

DAS, SPO Revised 6/28/05

HANDCREW MANIFEST FORM

ORDERING UNIT Willamette NF		INCIDENT NAME Shady Beach Fire		INCIDENT NUMBER OR-WIF-456		RESOURCE NUMBER C - 17	
CONTRACTOR Western Contractors			IFCA NUMBER 08125		DESIGNATED DISPATCH LOCATION Eugene		
CONTRACTOR REPRESENTATIVE Owner Jim Johnson			CONTACT PHONE: 503-391-5675		REPORT TO: Shady Cove State Park		
DEPARTURE		INTERMEDIATE STOPS		DESTINATION			
PLACE	ETD	ETA	PLACE	PLACE	ETD	ETA	
123 West Main Street Eugene, Oregon	0600	0700	Willamette NF SO Eugene, (inspection)	Shady Cove State Park	0800	0900	0
EMPLOYEE NAME		M	F	IDENTIFICATION NUMBER	INCIDENT POSITION	SAWYER	EXPERIENCE AND LSA (Blue-Red-Yellow)
1. John Smith		X		051025	CRWB		B LSA-E/S
2. Jim Jones		X		052125	FFT1		B LSA-E
3. Susan Smith			X	062055	FFT1		B LSA-E/S
4. Pedro Gonzalez		X		052205	FFT1		B LSA-E/S
5. Esteban Gomez		X		063500	FFT2	X	R
6. Tom Savage		X		053415	FFT2	X	R
7. Steve Jackson		X		063002	FFT2	X	R
8. Greg Johnson		X		064210	FFT2		R
9. Timothy Erickson		X		073285	FFT2		R
10. Don Morris		X		073543	FFT2		R
11. Mike Jones		X		053345	FFT2		R
12. Carla Smith			X	074325	FFT2		R - transfer
13. Luis Cortez		X		083005	FFT2		R
14. Jesus Rodriguez		X		083014	FFT2		Y
15. Jose Ruez		X		074533	FFT2		Y
16. Jamie Pedro		X		083123	FFT2		Y
17. Jorge Coria		X		083222	FFT2		Y
18. Terry Brown		X		074531	FFT2		Y
19. James Brown		X		074532	FFT2		Y
20. Don Campbell		X		053167	FFT2		R
DRIVER AND VEHICLE INFORMATION							
Driver Name	Driver License No	State	Exp. Date	MSPA Number	Vehicle License Number		
John Smith	1242433	OR	07/10	XXXXXXXXXX	RGH 250		
Susan Smith	1564322	OR	08/10	XXXXXXXXXX	LDX 322		
Pedro Gonzalez	8546700	OR	11/09	XXXXXXXXXX	FIRE 10		
Timothy Erickson	6565411	OR	02/09	XXXXXXXXXX	123 RED		
SIGNATURE OF AUTHORIZED REPRESENTATIVE (PRINT) Jim Johnson					DATE 07-35-08		

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract 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 _____
Burke Mayer- Interim Chief Procurement Officer

Date