



**OREGON DEPARTMENT OF FORESTRY  
OPERATIONS BLDG. D, PROTECTION  
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### **TERMS OF AGREEMENT FOR HIRING AIRCRAFT AND PILOTS**

THIS AGREEMENT MAKES NO GUARANTEE THAT THE DEPARTMENT OF FORESTRY WILL HIRE AIRCRAFT AND PILOTS, BUT IN THE EVENT OF SUCH HIRING THIS AGREEMENT WILL BE CONSIDERED BINDING.

#### **PURPOSE**

The purpose of this agreement is to set forth the terms and conditions under which the Oregon Department of Forestry will hire aircraft and pilots. The operator is not an officer, employee, or agent of the State as those terms are used in ORS 30.265.

#### **TYPES OF FLIGHT ACTIVITIES**

Aircraft hired by the Oregon Department of Forestry may be required to patrol forests in search of fires or to transport personnel or cargo. Aircraft may be required to deliver personnel or cargo in close proximity to forest fires, carry cargo or retardant suspended from a cargo hook, drop retardant on going fires, transport injured persons or perform other activities which can be accomplished by aircraft. Most flying will be over rough or mountainous terrain.

#### **DEFINITION OF TERMS**

FAA – Federal Aviation Administration

FAR - Federal Aviation Regulation

ODF – Oregon Department of Forestry

ORS – Oregon Revised Statute

Owner – Means the person or company who possesses or controls the use of the aircraft and provides qualified pilots hired under the terms of this agreement.

State – Means the State, Oregon Department of Forestry, Douglas Forest Protective Association, Coos Forest Protective Association, & Walker Range Protective Association.

#### **STANDARDS**

All aircraft and pilots used by the State shall meet all federal aviation regulations applicable to the flight. In addition, the following standards will apply:

**1) GENERAL QUALIFICATIONS**

- a) For flights with State employees onboard, operators must possess a certificate authorizing operations under FAR Parts 121, 125, or 135 as required by FAR Part 119, and must comply with all applicable requirements of FAR Parts 119, 121, 125, and 135.
- b) Operators conducting helicopter external load operations will possess a Certificate of Operations issued by FAA under FAR Part 133, or appropriate equivalent authorization from country of registry authorizing (a) carriage of fixed external loads and (b) jettisonable loads suspended from a load-carrying device.
- c) Operators doing application work will possess a FAR Part 137 Aerial Application Certificate. Operator will be in compliance with Oregon Department of Agriculture regulations and Aerial Pesticide Applicator Responsibilities in Oregon and in good standing with the Oregon Department of Agriculture.
- d) Operators will be expected to furnish insurance coverage with the submission packet for this agreement, listing Oregon Department of Forestry, Douglas Forest Protective Association, Coos Forest Protective Association, and Walker Range Protective Association as “Additionally Insured” appropriate with service provided to the state.
- e) The security of Operator provided aircraft and equipment is the responsibility of the Operator.
- f) Operators will ensure that all aircraft have one Global Positioning System (GPS) receiver mounted in the cabin.
- g) The Operator shall ensure that all aircraft have an Automated Flight Following (AFF) system compatible with the government’s AFF tracking network (Webtracker). Not all available AFF systems are compatible with Webtracker nor meet Webtracker’s requirements. The Operator shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker’s current compatibility requirements and a list of previously successful AFF equipment manufacturers, refer to: <https://www.aff.gov>.
- h) The Operator shall ensure that the AFF system is powered by the aircraft's electrical system, installed as per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's Webtracker software, use aircraft power through a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky possible. Any AFF manufacturer required pilot displays or controls shall be visible and selectable by the pilot. Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

## **2) PILOT QUALIFICATIONS**

- a) Pilots will possess an FAA Commercial Pilot Certificate, FAA Airline Transport Pilot Certificate, or equivalent certificate from country of registry and appropriate aircraft ratings.
- b) Pilots will hold a current FAA First or Second-Class Medical Certificate.
- c) Pilots may be required to substantiate Pilot-in-Command time with logbooks. Pilots may also be required to provide documentation of recent line check or flight review status.
- d) Fixed-wing pilots will have accumulated, as Pilot-in-Command (PIC), the following flight time minimums:
  - i. Pilot-in-Command Airplane -1,000 hours
  - ii. Pilot-in-Command in class to be flown - 100 hours
  - iii. Time in preceding 12 months - 100 hours
  - iv. Cross-country flying - 200 hours
  - v. Flying over typical terrain and conditions (hazardous/mountainous) - 200 hours
  - vi. Night flying - 50 hours
  - vii. In category and class within 60 days prior to flight -10 hours
- e) Fixed wing pilots will have instrument ratings for any IFR operation and will meet the requirements of FAR Parts 121, 125 and/or 135 as applicable.
- f) Single Engine Air Tanker (SEAT) and Single Engine Scooper pilots must be rated as Level I or II by the Office of Aircraft Services (OAS), U.S. Department of Interior or provide equivalency. Must have a minimum experience that includes:
  - i. Certified all aircraft -1,500 hours PIC
  - ii. Certified fixed-wing aircraft - 1,200 hours
  - iii. During the preceding 12 months - 100 hours PIC
  - iv. In make and model to be flown under this agreement - 25 hours
  - v. During the last 60 days - 10 hours PIC
  - vi. Low level agricultural dispensing operations - 200 hours
  - vii. Typical terrain (hazardous/mountainous) - 200 hours
  - viii. In make and model to be flown each calendar year - 5 hours, including five (5) takeoffs and landings.
- g) Large Airtanker pilots must hold a USDA/USDI Pilot Qualification Card or provide equivalency. Large Air Tanker pilots shall have accumulated the minimum flight hours listed below:
  - ix. Pilot (Total Time) - 1500 hrs.
  - x. Pilot-In-Command (Airplane) - 1200 hrs.
  - xi. Pilot in Command Breakdown:
    - (a) Time accumulated after the issuance of the type rating in make and model - 25 hrs.
    - (b) Category (airplane) and class (multi-engine) to be flown - 200 hrs.
  - xii. Multi-engine aircraft over 12,500 pounds:

- (a) Time shall be accumulated after receiving type rating. 100 hrs.
- (b) During the preceding 12-months (Airplanes) 100 hrs.
- h) Helicopter pilots must hold a USDA/USDI Helicopter Pilot Qualification Card or provide equivalency. Pilots will have accumulated, as Pilot-in-Command, the following flight time minimums:
  - i. Pilot-in-Command Helicopter - 1,500 hours
  - ii. Helicopter Turbine (if applicable) - 250 hours
  - iii. In each weight class of helicopter to be flown - 100 hours
  - iv. Time in preceding 12 months - 100 hours
  - v. Typical terrain and landing situations -100 hours
  - vi. Night flying in helicopters - 50 hours
  - vii. External Load Long Line - 100 hours
  - viii. Pilot experience shall include two (2) fire seasons of using a long line with bucket, from a hover position above streams, rivers, ponds or other sources of water in order that rapid repeated drops of water can be made on wildland fires. Pilots must be proficient at loading and unloading the bucket by themselves, to and from the helicopter during fire suppression activities.
- i) At operator's expense, pilots may be required to demonstrate proficiency during a Department evaluation in the activity for which they are being hired.

### **3) AIRCRAFT CERTIFICATION**

- a) Aircraft used for personnel transportation will possess a Part 121 or Part 135 Certificate and be certified in the Normal, Utility, or Transport Category.
- b) Restricted category aircraft may be used, but only for the special purpose for which they are certified.
- c) Some aircraft may have dual certification. An example of a dual certified aircraft is a Normal Category helicopter, which becomes Restricted Category with application equipment installed or bucket attached. No passengers will be carried while the aircraft is actually engaged in applying materials or doing bucket or sling work.
- d) Aircraft Equipment and Support Equipment. All aircraft equipment and support equipment shall be in compliance with appropriate Federal Aviation Regulations.
- e) Aircraft Radios. Oregon Department of Forestry has converted all radio communication equipment from Wide-band frequencies to Narrow-band frequencies. Except for point-to-point passenger transportation flights, aircraft cannot be considered for hire unless equipped with FM radio(s) capable of operating in both Wide and Narrow Band Frequencies. This is a critical safety issue; good communication is the key to a safe operating environment. Only operators with the updated radio capability will be included in the Available Aircraft Operators list.

- f) All aircraft used by the Department in fire suppression shall have, as a minimum, capabilities for:
  - i. Air to Ground Communications (Narrow-band FM).
  - ii. Exceptions for aircraft equipped with portable FM connections (antennae, audio panel interface, 14-28V power) may be permitted with districts that have the portable radios on a case-by-case basis.
  - iii. Air to Air Communications (VHF).

#### **4) REQUIREMENTS SPECIFIC TO HELICOPTERS**

- a) Helicopters used in fire suppression activities shall be equipped with the following additional standard equipment, unless the primary function is for reconnaissance:
  - i. One self-cocking, automatic locking cargo hook employing both electric and manual release systems, rated at the maximum lifting capacity of the aircraft and complying with FAR Part 133.43.
  - ii. One variable-capacity bucket or fixed tank, commensurate with the maximum lifting capabilities of the aircraft, and complying with FAR Part 133.43
  - iii. Helmets (capable of communications on intercom, VHF and FM communications radios) for each occupant of the front seats for any mission.
  - iv. Helicopters involved in fire operations or project work will be equipped as follows, in addition to the other required equipment:
    - (a) Rotor blades will be painted in contrasting colors to improve visibility.
    - (b) Helicopters will be equipped with a multi-channel narrow band FM radio capable of a minimum of 320 channel operation with 168.625 frequency guarded and constantly monitored.
    - (c) 720 channel VHF radio.
    - (d) White strobe light, clearly visible, for daytime or nighttime operation.
- b) Support Equipment. One service truck will be provided with each helicopter unless otherwise approved by the state. The service truck shall be attended by one helper with basic knowledge of the aircraft.
  - i. The service truck shall be capable of supporting the operation for which the aircraft was hired. It shall be properly maintained according to the Department of Transportation (DOT) standards and shall be reliable.
  - ii. The service truck tank shall have sufficient capacity to sustain eight (8) hours of flight. The service truck will be equipped to FAA and DOT standards with a fuel filtering system, fire extinguishers, and an adequate grounding system.
  - iii. All fuel shall be supplied by the operator and shall comply with Aircraft Manufacturers' recommendations and applicable FAA standards. At no time will the Department dispense fuel for a hired aircraft.

- c) Cargo racks will be installed in a manner that will prohibit accidental disengagement of the racks from the helicopter during flight.
- d) Jumping from a hovering helicopter will not be permitted.
- e) Unless a helicopter is resting firmly on the ground, no attempt will be made to load or unload either passengers or internal cargo.
- f) All front seat occupants of helicopters shall wear U.S. Department of Transportation approved or SP-4/SP-5 safety flight helmets or equivalent. Aircraft will have the capability to interface an additional flight helmet for front seat occupants capable of communications on VHF, FM, and an intercom system with the pilot. When fire crews are transported, hard hats with chin straps will substitute for helmets other than front seats.
- g) Helicopter night departures from field or project sites will not be permitted while the aircraft is under Department control. Departures prior to night that terminate at an airport after sunset will comply with the lighting requirements.
- h) New, leased, or overhauled engines, and helicopter transmissions will have a minimum of five (5) hours flight accumulated before use by the Department for personnel transportation or reconnaissance.
- i) Operator shall not leave or permit a PIC to leave the cockpit of an aircraft unoccupied while the engine is running, when operating at designated helibases or helispots that are occupied by personnel or within 500 feet of personnel.
- j) Operator shall permit PIC to leave the cockpit of an aircraft while the engines are running for the sole purpose of deploying the bucket in support of fire suppression activities as long as, the helicopter is not within 500 feet of personnel and all measures are taken to minimize risk to pilot, aircraft, and damage to property.

#### **5) REQUIREMENTS SPECIFIC TO SINGLE ENGINE AIRTANKERS and SINGLE ENGINE SCOOPERS**

- a) Aircraft must be turbo-prop PT 6A-65AG or -67AG engine or equivalent.
- b) Aircraft shall have a standard or restricted category airworthiness certificate.
- c) The Operator/(s) shall supply all labor, equipment, and supplies including PPE to provide a complete air tanker service as specified in this agreement. ODF or its cooperators will furnish fire suppressants or retardant.
- d) All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers.
- e) Operator/(s) may be asked to supply one support person to support (fuel and load) each aircraft. The Operator/(s) may be asked to supply one fuel truck and one mobile mixing

unit for retardant for each aircraft, which must be available to move to an alternate base location if requested.

- f) Aircraft must have a minimum retardant tank capacity of 799 gallons. The retardant tank shall have a controllable gate/door system that allows the volume of the tank to be released in selected drop configurations including full salvo, reduced flow/extended trail, or partial tank (split) drops. Tank venting will be appropriate for the tank capacity. The system shall include an emergency dump system with a minimum of one additional back-up system.
- g) Unmodified agricultural gates are not acceptable.
- h) Aircraft must be equipped with loading ports that facilitate loading from either side.
- i) Aircraft engines must meet the manufacturer's specifications on time before overhaul with a minimum of 200 hours usable before major overhaul due at the start of the availability period.
- j) Aircraft shall be painted with identifying numbers and high visibility panels/stripes.
- k) Aircraft must have high visibility strobe lights that are activated during all flights under this agreement.
- l) Operator will ensure that all maintenance is in accordance with 14 CFR, Part 43, and will be corrected in accordance with Federal Aviation Regulations or the approved maintenance manual pursuant to Part 43. The Operator will ensure that all aircraft are inspected annually and each 100 hours of operation.
- m) Operator will ensure that pilots wear an approved one-piece aviator flight helmet made of hard-shell material. This material shall be polycarbonate, Kevlar, carbon fiber or fiberglass and will cover the top, sides and the rear of the head.
- n) Operator will ensure pilots wear long-sleeved shirts and trousers or flight suits made of fire-resistant polyamide or aramid material or equal. Operator will also ensure that pilots wear footwear with all-leather uppers covering the ankle and leather or polyamide or aramid gloves. All clothing shall overlap to prevent exposure to flash burns.
- o) Operator will ensure that pilots possess a first aid/survival kit suitable for individual use located in the cockpit. If this kit is not carried on the pilot's person, it shall be located in a conspicuous and easily accessible position and secured to the cockpit.
- p) Operator will ensure that personnel involved in handling potentially hazardous materials wear PPE appropriate for the specific task.
- q) In addition to the above, Operator shall provide any other PPE they deem necessary for the protection of their personnel.

- r) SEAT/Single Engine Scooper Fuel/Support Vehicle Requirements (when agency requests). The Operator is responsible for fuel availability. Fuel quantities shown in this section shall apply regardless of how the Operator chooses to provide fuel for the air tankers. The Operator will provide a support vehicle for fueling and mobile mixing when requested by the agency. The following requirements and specifications shall apply:
- i. Operator must comply with all applicable Federal, State and local laws regarding fuel trucks. Operator's fuel vehicles must meet all requirements of 49 CFR applicable to the type of fuel being transported.
  - ii. When requested, the Operator will provide one approved Fuel/Support vehicle for each aircraft. The vehicle shall have a minimum fuel tank capacity of 500 gallons.
  - iii. The Operator will ensure that the Fuel/Support vehicle has two (2) listed fire extinguishers, each having a rating of at least 20-B:C, with one extinguisher mounted on each side of the vehicle.
  - iv. The Operator will ensure that an approved vehicle first aid kit including a body fluids barrier kit is placed in each Fuel/Support vehicle. The first aid kit shall be located in a conspicuous place and clearly marked.
  - v. The Operator will ensure that the support vehicle has a minimum water capacity of 1600 gallons. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.
  - vi. Operator will ensure that the support vehicle has hose couplers to accept water from Government equipment as follows: One 1 -inch female National Hose Thread and one 2-inch female National Hose Thread adapters to 2-inch and 3-inch male and female Kamlock couplers.
  - vii. Operator will ensure the support vehicle batch mixing capability in a single vessel is a minimum of 800 gallons. When using retardant, Operator will verify the correct mix with an Operator supplied refractometer and record the results prior to loading the aircraft.
  - viii. Operator will ensure that the support vehicle batch mixing equipment is capable of loading and mixing both dry powder and liquid concentrate retardant products and fire suppressant gels.
  - ix. Operator will ensure that retardant products are introduced into the aircraft through the loading system apparatus and not poured directly into the hopper.
  - x. Operator will ensure material from the servicing vehicle or other source is loaded through a standard dry-break coupler or shutoff valve.



- xi. Operator will ensure loading system hoses and fittings are capable of containing residual material without leaking.
- xii. Operator will ensure that the material loading system is capable of pumping at the rate of at least 100 gallons per minute.
- xiii. Operator will ensure that an operable refractometer is carried on the support vehicle and used to check the mixture ratio of each batch of mixed retardant.
- xiv. The Operator shall be responsible for cleanup of all fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Operator aircraft, equipment, or personnel. Fuel servicing vehicles shall carry sufficient petroleum product absorbent pad or materials to absorb or contain a 5-gallon petroleum spill. The Operator is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR Parts 261 and 262).
- xv. Fuel/Support Vehicle Mileage. ODF will pay the Operator the rate per mile provided on the Airplane Rental Rates form submitted by Operator.

#### **6) REQUIREMENTS SPECIFIC TO LARGE AIRTANKERS**

- a) Large Airtankers must have been approved by the Interagency Airtanker Board (IAB) and/or operating under an interim IAB approval.
- b) All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers.
- c) ODF works very closely with federal cooperating agencies to support Large Airtanker Operations. Airtanker bases and lead planes are staffed and provided by federal cooperating agencies. Lead plane availability is not guaranteed and is prioritized by the criteria outlined in the ODF Airtanker Operations Plan.

#### **7) OPERATION OF AIRCRAFT AND SAFETY**

- d) All aircraft used by the State shall be operated in accordance with all applicable Federal Aviation Regulations and Department safety regulations.
- e) Transportation of passengers at night in non-turbine single engine airplanes and all helicopters is prohibited. However, pilots may at their option solo-pilot single engine airplanes or helicopters at night.
- f) Single non-turbine engine passenger flights during instrument conditions are prohibited.
- g) Night flying will not be permitted to or from airports without an operational runway lighting system. Minimum acceptable airport lighting system will consist of runway boundary and threshold lights.

- h) Aircraft will not be used when engine time reaches manufacturer's recommended inspection/overhaul time. The Operator is responsible for all costs associated with maintenance, including flight time in connection with field maintenance, as well as flying time to return to the base of operations due to mechanical trouble.
- i) All maintenance will be performed as specified by the operator's FAA Certified Operations Manual.
- j) Unless an FAA approved progressive maintenance schedule is in effect, all aircraft will, as a minimum, be maintained in accordance with the manufacturers recommended or federal aviation regulation required 100-hour inspection procedure for the aircraft. Other manufacturers' recommended inspections within 100-hour intervals will also be completed.
- k) Hazardous materials can be flown internally on the aircraft with Pilot in Command (PIC) approval. The transportation of the Hazardous materials must be in compliance with the Interagency Aviation Transport of Hazardous Materials NFES 1068 Handbook. A copy of the special permit and handbook guide and Emergency Response Guide shall be on board each aircraft operating under the provisions of this special permit. When the pilot and aircraft have an FAA approved Hazmat Certificate. Hazardous materials must be transported in compliance with the issued Hazmat Certificate.
- l) Prior to each takeoff, the pilot in command shall ensure all passengers have been orally briefed. FAR 135.117 shall be followed if applicable. The briefing must include the following items as a minimum and shall occur at least once per day for repeated flights with the same passengers.
  - i. No smoking
  - ii. Use of safety belts
  - iii. Placement of seat backs if appropriate
  - iv. Location and use of normal and emergency exits
  - v. Location of first aid kit
  - vi. Location of fire extinguisher(s)
- m) The FINAL "go" or "no-go" decision for any flight or maneuver is the responsibility of the PIC.
- n) Overloading aircraft will not be permitted. All pilots will follow appropriate procedures to ensure that aircraft weight and balance computations are within authorized limits prior to flight. Helicopter pilots are responsible for completing and signing a "Load Calculation Form." At least one load calculation per operational day is necessary and it should reflect the most adverse conditions forecasted for the day.
- o) The reporting of all aircraft incidents/accidents is extremely important. All aircraft incidents and accidents involving Oregon Department of Forestry aviation activities must be reported to the District Forester and the ODF State Aviation Manager immediately. Reports should be completed on the ODF Aircraft Initial/Incident Report Form (ODF Manager will have access to form) and routed through the District/Unit Aviation contact, who will submit the form to the ODF Aviation Unit Manager within 72 hours of the incident/accident.

- p) All pilots flying State missions are subject to the flight and duty time limitations listed in Section 7-q and 7- r of this document. All work related flying time shall count toward the limitations ([Aviation Procedures Manual, Flight Time Limitations Section](#)). This includes travel/flight time and from base to operation area (ferry time).
- q) Flight time limitations (Reference [ODF Air Operations Policy](#)):
- i. Pilot in Command may not fly more than 8 hours per day regardless of mission type (i.e. water bucket work or recon platform).
  - ii. Pilots may not exceed 40 hours of flight time in any seven consecutive days.
  - iii. The Air Operations Branch Director (AOBD) or ODF Aircraft Manager can increase the safety standards by decreasing the number of flight hours per day a pilot can fly when in his/her opinion the situation warrants it. This should be done in coordination with the Incident Commander or District Forester.
  - iv. Dual piloted aircraft (aircraft where the pilot and co-pilot can interchange duties as Pilot-in-Command) can fly 10 hours total per day.
  - v. Limitations will be adhered to except in cases of a life-threatening emergency. Contact the District Forester or the ODF Aviation Unit with any questions.
- r) Duty Time Limitations (Reference [ODF Air Operations Policy](#)):
- i. Pilots flying for fire suppression operations may not be on duty for more than 14 hours, in any 24 consecutive hours.
  - ii. Each pilot shall have a minimum of 10 consecutive hours of rest during the 24-hour period prior to the start of the next duty period.
  - iii. All pilots must be relieved of duties and be given a minimum of two days off in any 14-day period.
  - iv. All pilots required to fly after 2200 hours at night or before 0500 in the morning, shall be given a minimum of 12 hours of rest following the completion of duty period in which the flight occurred.
- s) Aircraft shall be available for a minimum of nine (9) hours per day (daily standby), and not to exceed fourteen (14) hours. Daily times of availability will be determined by the ODF aircraft manager or designated representative.
- t) If the aircraft is in unapproved down time, during the daily standby period the Operator is subject to forfeiture of the Daily Availability Rate identified on the submitted aircraft rate sheet. Each half hour (30 minutes) of downtime the Operator will forfeit 1/18th of the Daily Availability Rate, unless ODF has granted approval for a three (3) hour grace period as explained in “Section 7, u” below.
- u) In its discretion and with its written approval, ODF may allow Operator up to three (3) hours to return an aircraft to ready condition. The Operator shall provide, within three (3) hours after an event that causes maintenance of the aircraft to be necessary, qualified maintenance personnel to complete all necessary maintenance in accordance with manufacturer’s standards.

- i. If the Operator is able to provide a replacement aircraft meeting the agreement specifications within three (3) hours of notifying ODF the aircraft is unavailable, the Daily Availability Rate will not be forfeited.
- ii. If the replacement aircraft does not arrive within three (3) hours of specified downtime but is in transit to arrive no later than four (4) hours from the time the Operator notified the ODF aircraft manager or designee, ODF will not find a replacement aircraft.
- v) If the Operator cannot provide a replacement aircraft as stated in “Section 7, u, (i) and (ii)” the Operator will forfeit the Daily Availability Rate as explained in “Section 7, t” until aircraft is returned to ready condition. The Operator shall not bear costs above and beyond the Daily Availability Rate.
- w) In the event the aircraft cannot be returned to service by the next operational period, ODF reserves the right to terminate this agreement.

## **8) PUBLIC AIRCRAFT OPERATIONS**

- a) ODF exercised authority to initiate, control, and terminate flights through the dispatching and resource ordering system. In doing so, ODF is exercising operational control. As such, and in the performance of firefighting or land management operations, the flight is considered a public flight (reference 14 CFR 1.1). However, this does not negate compliance with FAR Part 91 General Operations and Flight Rules, nor negate additional operating requirements as specified by the Contractor’s Part 133, 135, or 137 operating certificates; except where the deviation is reasonably necessary to meet ODF’s objectives. ODF acknowledges that special-use missions may conflict with FAR Part 91 and the Contractor’s operating certificates. Special-use mission flights include, but are not limited to: aerial ignition, airspace and fire management, reconnaissance, search and rescue, law enforcement, fire suppressant operations, and logistical operations.
- b) After contract award, the Contractor should notify the Flight Standards District Office that, in the performance of contract services, public operations will occur. More information on this notification can be found at: [Public Aircraft Operations-Manned and Unmanned](#)
- c) Unless otherwise indicated herein, or otherwise authorized by the State Aviation Manager, the Contractor shall comply with the certifications and operation specification of their 14 CFR Part 119, 133, 135, and 137 commercial operating certificates. Although ODF has elected to identify public flights and deviations that are necessary, this does not relieve the Contractor from adherence to aircraft worthiness certification standards. Pilots shall conform to flight manual and federal airspace regulations unless a deviation is reasonable and necessary to meet ODF objectives.
- d) The following list specifies deviations that are approved and further identifies flights that are considered public by ODF:
  - i) Flights where compliance with minimum altitudes cannot be adhered to (Reference 14 CFR Part 91.119).
  - ii) Flights delivering fire retardants, fire suppressants, or logistic supplies necessary to protect the public, but could result in damage to property. (Reference 14 CFR Part 91.15).

- iii) Flights without an FAA approved Congested Area Plan. (Reference 14 CFR Part 113.33(d)(1)).
- iv) Flights within 500 feet of persons, vehicles, or structures. (Reference 14 CFR Part 133.33(d)(e)).
- v) Flights in rotorcraft-type certificated in the restricted category over densely populated areas, in a congested airway, or near a busy airport where transport operations are conducted. (Reference 14 CFR Part 91.313(3) and 14 CFR Part 133.45(d)).
- vi) Flights over congested areas without an FAA approved plan (Reference 14 CFR Part 137.51(b)(3)).
- vii) Flights performing external loads with ODF persons aboard. These flights are limited to cargo let-down, hoist, aerial ignition, and short haul. (Reference 14 CFR Part 133.35).
- viii) Flights where the rotorcraft flight manual does not authorized doors to be opened, closed, or remain unsecured during flight. These flights are limited to rappel, short haul, cargo let-down, and hoist.
- ix) Flights that ODF has elected to perform the passenger brief. (Reference 14 CFR Part 91.519 and 14 CFR Part 135.117).
- x) Flights that ODF has elected to manage stowage and security of cargo, whether external or internal.
- xi) Flights that do not conform to 14 CFR Part 91 and 14 CFR Part 135 passenger security and egress. These flights are limited to rappel, short haul, cargo let-down, hoist, and aerial ignition.
- xii) Flights that are special-use mission flights.
- xiii) Flights performing training or pilot examinations.
- xiv) Flights transporting hazardous materials. ODF assumes management of training requirements, packaging, loading, storage, record keeping, and exemptions approved by the Department of Transportation (DOT). However, this does not relieve the Contractor or ODF from adhering to the NWCG Standards for Aviation Transport of Hazardous Materials, not abiding the DOT exemption.

## **9) PAYMENT**

- e) Flight Time. Will be calculated in hours and tenths of hours.
- f) Ferry Time. Will be paid for actual flight time required to travel from the aircraft's location, at the time they are ordered, to the fire location or operational base designated by ODF.
- g) Daily Availability (Helicopter) – is paid as a guaranteed minimum when aircraft and pilot are considered operational by Oregon Department of Forestry at the rates designated on the Helicopter Rental Rates Form (Daily Availability-Home Base or Daily Availability-Away from Home Base).
- h) Daily Availability (ALL Fixed Wing) – Is paid as a guaranteed minimum when aircraft and pilot are considered operational by Oregon Department of Forestry at the rates designated on the Airplane Rental Rates Form (Daily Availability).

- i) Daily Availability will be paid for half or whole days including flight time accrued depending on the time the aircraft was ordered or released, according to the following schedule:
  - i. If ordered before noon and held the remainder of the day, one whole Daily Availability will be paid, offset by flight time.
  - ii. If ordered after noon and held the remainder of the day, one-half Daily Availability will be paid, offset by flight time.
  - iii. If aircraft is held throughout the morning and released after noon, one whole Daily Availability will be paid, offset by flight time.
  - iv. If aircraft is released before noon, one-half Daily Availability will be paid, offset by flight time.
  - v. Flight time necessary to offset any Daily Availability will be negotiated by individuals requesting aircraft and owner in writing.
- j) Once released from operation by ODF, ferry time will be paid for actual flight time required to travel to home base or where the aircraft originated unless negotiated with ODF in writing prior to departing incident. When reassigned to a new incident, the receiving incident/agency is responsible for payment of flight time to incident.
- k) **Extended personnel standby is not authorized or billable under this agreement.**
- l) Invoices - must specify the incident's name and number. The contract number will be **ODF-CWN** on each invoice. Corresponding copies of ODF Fixed-Wing/Helicopter Shift Tickets or Aircraft Daily Use Summary must be submitted with invoices for payment. These forms are provided by the agency aircraft manager and signed by the Operator.
- m) The ODF Fixed Wing/Helicopter Shift Ticket or Aircraft Daily Use Summary shall be completed by the ODF aircraft manager and Operator, at the conclusion of each day.
- n) Each ODF Fixed Wing/Helicopter Shift Ticket or Aircraft Daily Use Summary shall be reviewed and signed by the Operators' representative or PIC who will return it to ODF aircraft manager or designee. Any erasures or other corrections shall be initialed by the Operator's representative or PIC and ODF aircraft manager as appropriate.
- o) The ODF aircraft manager or designee and Operator's representative or PIC will be responsible for recording on the ODF Fixed Wing/Helicopter Shift Ticket or Aircraft Daily Use Summary the following information:
  - Flight date
  - Contract number = ODF-CWN
  - Aircraft registration number
  - Operator name (company name)
  - Incident number and name
  - Name of pilot
  - Location from which flight time or ferry for the day commenced, and beginning time

- Location at which flight time or ferry for the day ended, and time flight ended
  - Flight rate
  - Service Vehicle mileage (if applicable)
  - Unavailability Time or Down Time
  - Remain Over Night (RON) – Yes or No?
  - Any other item pertinent to establishing the net sum earned by the Operator (per diem, etc.)
- p) Billing - All invoices must be received by the State within 90 days of the service provided by the operator.
- q) All invoices, regardless of CWN or Severity funds, will be submitted to [SEVERITYFINANCE@oregon.gov](mailto:SEVERITYFINANCE@oregon.gov). The Protection Finance Unit will distribute the invoices to the appropriate finance contacts for payment.

## **10) INSURANCE**

- a) Indemnification Clause. The hired operator shall indemnify, defend and hold harmless the State of Oregon and the Department of Forestry, Douglas Forest Protective Association, Coos Forest Protective Association, & Walker Range Protective Association its officers, divisions, agents, employees and members from all claims, suits or actions of any nature resulting from the activities of the operator, its officers, subcontractors, agents or employees under this agreement.
- b) Insurance Requirements: Operator shall obtain at Operators expense the insurance specified in Section 10 prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Operator shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to ODF. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Workers' Compensation. Operator shall pay for all deductibles, self-insured retention and self-insurance, if any.
- c) **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:**  
All employers, including Operator, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Operator shall require and ensure that each of its subcontractors complies with these requirements. If Operator is a subject employer, as defined in ORS 656.023, Operator shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Operator is an employer subject to any other state's workers' compensation law, Operator shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000

and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

d) COMMERCIAL GENERAL LIABILITY:

☒ Required ☐ Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

e) AIRCRAFT LIABILITY:

☒ Required ☐ Not required

Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than \$2,000,000 per occurrence/aggregate.

f) AUTOMOBILE LIABILITY INSURANCE:

☒ Required ☐ Not required

Automobile Liability Insurance covering Operators' business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes business use endorsement is provided.

g) POLLUTION LIABILITY:

☒ Required - **Only Airtankers and Helicopters** ☐ Not required

Pollution Liability Insurance covering Operator's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental pollution and related cleanup costs incurred by Operator, all arising out of the Goods delivered or Services (including transportation risk) performed under this agreement is required. Combined single limit per occurrence shall not be less than \$500,000. Annual aggregate limit shall not be less than \$1,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Operator's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and related clean-up cost



incurred by the Operator that arise from the Goods delivered or Services (including transportation risk) performed by Operator under this agreement is also acceptable.

h) EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

i) ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation (if applicable), required under this agreement must include an additional insured endorsement specifying the State of Oregon, the Department of Forestry, Douglas Forest Protective Association, Coos Forest Protective Association, & Walker Range Protective Association and their officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Operator's activities to be performed under this agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Operators ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

j) WAIVER OF SUBROGATION:

Operator shall waive rights of subrogation which Operator or any insurer of Operator may acquire against the ODF or State of Oregon by virtue of the payment of any loss. Operator will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODF has received a waiver of subrogation endorsement from the Operator or the Operator's insurer(s).

k) TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Operator shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this agreement, for a minimum of 24 months following the later of (i) Operator's completion and ODF's acceptance of all Services required under this agreement, or, (ii) ODF or Operator termination of agreement, or, iii) The expiration of all warranty periods provided under this agreement.

l) CERTIFICATE(S) AND PROOF OF INSURANCE:

Operator shall provide to ODF Certificate(s) of Insurance for all required insurance before delivering performing any Services required under this agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all

policies that fall under the excess/umbrella insurance. As proof of insurance ODF has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this agreement.

m) NOTICE OF CHANGE OR CANCELLATION:

The Operator or its insurer must provide at least 30 days' written notice to ODF before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

n) INSURANCE REQUIREMENT REVIEW:

Operator agrees to periodic review of insurance requirements by ODF under this agreement and to provide updated requirements as mutually agreed upon by Operator and ODF.

o) STATE ACCEPTANCE:

All insurance providers are subject to ODF acceptance. If requested by ODF, Operator shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODF's representatives responsible for verification of the insurance coverages required under this Exhibit C.

#### **10) CALL WHEN NEEDED SUBMISSION INSTRUCTIONS**

- a) Fixed-Wing Aircraft Submissions: Fill out the Rental Rate Form and the Aircraft Pilot Summary with current year's information. A valid signature is required on the Rental Rate Form for package acceptance.
- b) Helicopter Submission: Please fill out the Helicopter Rental Rates, Helicopter Summary, and Pilot Summary with the current year's information. A valid signature is required on the Helicopter Rental Rate form for package acceptance.
- c) **Changes to pricing on the submitted Rate Sheet will not be accepted after June 1<sup>st</sup> unless the change is to add additional aircraft.**
- d) If you have questions or concerns about meeting the insurance requirements in Section 10 please contact the Aviation Unit at [AviationSubmissions@odf.oregon.gov](mailto:AviationSubmissions@odf.oregon.gov).
- e) All Submissions:
  - i. No additional documents or written memos will be accepted for aircraft rates or aircraft information. Please do not add items to your rate sheet such as Extended Personnel Standby. These additions will not be accepted. If you need assistance with the forms, please contact the Aviation Unit at [AviationSubmissions@odf.oregon.gov](mailto:AviationSubmissions@odf.oregon.gov).
  - ii. Proof of insurance must be submitted as outlined on page 15-18 of this agreement with the required forms listed above.

- iii. All forms must be submitted to ODF Aviation Unit via email at [AviationSubmissions@odf.oregon.gov](mailto:AviationSubmissions@odf.oregon.gov).
- iv. Please do not submit your packet to anyone other than the Aviation Unit to ensure a timely response and review of the submission.
- v. When your submission is received, it will be reviewed for completeness. You will receive a short email reply when your information is received and is under review. If there is a need for follow-up questions on rates, pilots, or aircraft information, a representative from the Aviation Unit will contact you. When your packet is approved, you will receive an email with a confirmation letter stating that your submission has been included in the ODF Call When Needed Aircraft List.