

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands**

FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT

Agreement No. _____

This Agreement is entered into by the State of Washington, Department of Natural Resources, hereinafter referred to as the DNR, and the party whose name appears on Attachment C, hereinafter referred to as the Cooperator.

Purpose: The purpose of this Agreement is to provide personnel and equipment for fire suppression activities. The Cooperator understands this Agreement is an option use agreement by the DNR and not a mandatory use contract.

Authority: Under the authority of RCW 76.04.015 (5) . . . the department . . . may cooperate with any . . . individual . . . within the state of Washington in forest fire fighting and patrol.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1.01 The Cooperator Shall:

- (1) Provide, when available, personnel and/or equipment to DNR for fire suppression or standby when requested by DNR. The personnel/equipment requirements list is attached as Attachment B.
- (2) Dispatch their personnel and/or equipment as quickly as possible to the fire when requested by DNR. The Cooperator(s) personnel and equipment are under the supervision of the DNR while suppressing fires and may not leave the fire until released by the DNR.
- (3) Ensure Cooperator(s) personnel and/or equipment furnished under this Agreement are properly trained, have appropriate attire and the proper equipment to accomplish the contracted duties.
- (4) Be responsible for any fines or penalties levied against the Cooperator, the Cooperator(s) employees or equipment while under the Cooperator(s) control, employment or direction.
- (5) Present this Agreement (including attachments) to the timekeeper upon arrival at DNR fires.

2.01 The DNR Shall:

- (1) Release the Cooperator(s) personnel and/or equipment as soon as possible.
- (2) Reimburse the Cooperator in accordance with paragraph 5 Compensation and Payment of this Agreement.

3.01 Period of Performance: This Agreement shall be effective on _____ and shall remain in full force and effect until **June 30, 2014** unless terminated by either party as provided herein.

4.01 Rights and Obligations: Attachment A contains the General Terms and Conditions governing work to be performed under this Agreement, the nature of the working relationship between the DNR and the Cooperator, and specific obligations of both parties which is incorporated by reference. All rights and obligations of the parties to this Agreement shall also be subject to and governed by Attachment(s) B, personnel/equipment requirements; and Attachment C, the personnel/equipment rates, each incorporated by reference herein.

5.01 Compensation and Payment: The Cooperator shall be compensated for services provided under this Agreement in accordance with Attachment C, which is incorporated by reference.

Payment shall be considered timely if made by the appropriate DNR office within thirty (30) days after receipt of pay documents. Payment shall be sent to the address designated by the Cooperator. The DNR may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Cooperator for services rendered if the Cooperator fails to satisfactorily comply with any term or condition of this Agreement.

6.01 Insurance Requirements: Cooperator must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the DNR, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference DNR and Agreement number. The Cooperator must provide proof of coverage before implementing this Agreement.

The Certificate(s) of Insurance must provide forty-five (45) days written notice to the DNR before cancellation, non-renewal, or material change of any insurance coverage included therein. Notices must be sent to the DNR's Resource Protection Division office, PO Box 47037, Olympia, WA 98504-7037.

7.01 Additional Requirements:

- (1) All insurance policies must name State of Washington Department of Natural Resources, as an additional insured.
- (2) All insurance policies must include Other Insurance provisions that state Cooperator(s) policy provides primary insurance coverage.

- (3) All insurance policies must provide liability coverage on an **occurrence** basis unless otherwise specified in this Agreement.
- (4) Policies must be issued by an insurer admitted and licensed by the Insurance Commissioner, to do business in the state of Washington. Excess or surplus lines carriers must be approved in advance by the Risk Manager (or other authorized representative) of DNR. All insurers must have a Bests rating of B+ or better.

8.01 Breach of Contract: Failure by Cooperator to maintain or show evidence of insurance or comply with any of the provisions in this Agreement is a material breach of contract. Upon breach of contract, the Department may, at its discretion, cancel or suspend the Agreement. All monies paid by DNR on behalf of Cooperator shall be repaid to DNR on demand.

9.01 Minimum Coverage Requirements: The Minimum Coverage Requirements set forth the *minimum* limits of insurance the Cooperator may purchase to enter into a contract with DNR. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the Cooperator from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s) greater than those listed in the Minimum Coverage Requirements without prior approval by DNR.

During the term of the Agreement, Cooperator must purchase and maintain the insurance coverages and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance.** Cooperator must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$1,000,000

- (2) **Business Auto Policy (BAP) Insurance.** If activities pursuant to this Agreement involve the use of vehicles, the Cooperator must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. The Description of Covered Autos must include one or more of the following:

- A. Any Auto (Symbol 1).
- B. If Cooperator-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2).
- C. If Cooperator hires autos, the BAP must cover "Hired Autos Only" (Symbol 8).

- D. If Cooperator employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9).

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The Cooperator is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

(3) **Workers Compensation and Employers Liability Insurance.** Cooperator must comply at all times with applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations (and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act). Such coverage must be afforded for all employees of Cooperator, and for all employees of any subcontractor retained by Cooperator. Coverage must apply to bodily injury (including resulting death) by accident or disease which arises out of or in connection with the performance of the Agreement. Satisfaction of these requirements shall include, but not be limited to:

- A. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such program is mandatory in any jurisdiction.
- B. Purchase of workers compensation and occupational disease insurance, to the extent such coverage is not provided under a mandatory government program as in paragraph I., above.
- C. Maintenance of a legally permitted and governmentally approved program of self-insurance.
- D. Cooperator must purchase and maintain Employers Liability or 'Stop Gap' Insurance to include liability coverage with limits not less than those specified below. Cooperator waives immunity under Title 51 RCW to the extent required by this clause. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Each Employee By Accident</u>	<u>Policy Limit By Disease</u>	<u>By Disease</u>
Bodily Injury	\$1,000,000	\$1,000,000	\$1,000,000

Except where prohibited by law, workers compensation coverage shall provide for a waiver of rights of subrogation against DNR, its directors, officers, and employees. If DNR incurs fines or is required by law to provide coverage or benefits due to failure by Cooperator, or any subcontractor retained by Cooperator, to effect or maintain a program of compliance with all applicable workers compensation, occupational disease, and occupational health and safety laws, statutes and regulations, Cooperator must indemnify DNR for all benefits, costs, and fines.

Amounts owed to DNR by Cooperator pursuant to any such indemnity may not be deducted for any payments owed by DNR to Cooperator for performance of this Agreement.

(4) Aircraft. (Optional Clause) Cooperator shall buy and maintain insurance covering aviation liability arising from ownership, maintenance, or use of aircraft, including liability assumed under an insurance contract. This insurance must include liability coverage with limits not less than \$1,000,000 per seat for bodily injury and property damage, and \$5,000,000 general aggregate limit. This coverage shall contain a separation of insureds condition.

10.1 Indemnity: To the fullest extent permitted by law, the Cooperator shall indemnify, defend, and hold harmless the State, its employees, officers, contractors, subcontractors and agents, from and against any and all claims arising out of, resulting from or incident to any intentional or negligent act or omission of the Cooperator, its employees, officers, contractors and subcontractors, or agents, in the performance of this Agreement or in the use or control of property or equipment provided under this Agreement. The Cooperator's obligation to indemnify, defend and hold harmless includes any claim by the Cooperator's employees, officers, contractors or subcontractors or agents. The Cooperator's obligation to indemnify, defend and hold harmless shall not be eliminated or reduced by the actual or alleged concurrent negligent act or omission of the State, its employees, officials, contractors, subcontractors or agents. "Claims" includes but is not limited to damages, actions, expenses, liabilities, financial losses, suits, costs, fees (including attorney fees), penalties or judgements of any nature whatsoever, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom, and personal injury and injury to land or other natural resources. The Cooperator waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State, its employees, officials, contractors, subcontractors or agents.

11.1 Agreement Managers:

The Agreement Manager for the Cooperator is:

Name: _____

Phone: _____

The Agreement Manager for the DNR is:

Name: _____

Phone: _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

By: _____

Title: _____

Date: _____

**COOPERATOR (COMPANY)
NAME: _____**

By: _____

Title: _____

Date: _____

Fire Suppression Resources Availability Agreement
Approved as to Form
By the Assistant Attorney General
State of Washington, December 23, 1996

ATTACHMENT A**GENERAL TERMS AND CONDITIONS**

- 1.01 Independent Capacity of Cooperator:** The Cooperator and its employees or agents performing under this Agreement are not employees or agents of the DNR. The Cooperator will not represent itself nor claim to be an officer or employee of the DNR or of the state of Washington by reason hereof, nor will the Cooperator make any claims of right, privilege or benefit which would accrue to an employee under Washington law.
- 2.01 Assignability:** This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the Cooperator either in whole or in part.
- 3.01 Non-Discrimination:** During the performance of this Agreement, the Cooperator shall comply with all federal and state non-discrimination laws, regulations and policies. In the event of the Cooperators non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Cooperator may be declared ineligible for further contracts with the DNR.
- 4.01 Termination of Agreement for Cause:** The DNR may terminate this Agreement in whole, or in part, at any time after one (1) days notice whenever it is determined that the Cooperator has failed to comply with the terms and conditions of the Agreement. The DNR shall promptly notify the Cooperator in writing of the termination and the reasons for termination, together with the effective date of termination.
- 5.01 Termination for Funding Reasons:** The DNR may unilaterally terminate this Agreement in the event that funding from federal, state or other sources becomes no longer available to the DNR, or is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective when the DNR sends written notification of termination.
- 6.01 Termination for Convenience:** The DNR may terminate this Agreement in whole or in part by giving five (5) days written notice to the Cooperator when it is in the best interest of the DNR. If this Agreement is so terminated, the DNR shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.
- 7.01 Disputes:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the DNR's Resource Protection Division Manager who shall reduce his/her decision to writing and furnish a signed copy to the Cooperator. The decision of the Division Manager shall be final and conclusive unless, within ten (10) days from the receipt of such copy, the Cooperator mails or otherwise furnishes to the Division Manager a written appeal. The appeal will be decided by a DNR Executive Supervisor. The decision of the Executive Supervisor, or duly authorized representative, for the determination of such appeals shall be final and conclusive.
The Cooperator does not hereby waive any right to seek review of the DNR's decision.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. However, such further review shall be sought only in the Superior Court of Thurston County. Pending final decision of a dispute hereunder, the Cooperator shall proceed diligently with the performance of the Agreement and in accordance with the decision rendered by DNR.

8.01 Waiver: A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the DNR and attached to the original Agreement.

9.01 Right of Inspection: The Cooperator shall provide right of access to its facilities to the DNR, any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.

10.1 Retention of Records: The Cooperator shall maintain books, records, documents and other materials, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These materials shall be available at all reasonable times for inspection, review or audit by personnel duly authorized by the DNR, and state or federal officials so authorized by law, rule, regulation or contract. The Cooperator will retain these materials for six (6) years after settlement or termination. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11.1 Jurisdiction/Venue: This Agreement shall be construed and interpreted under the laws of the state of Washington and the venue of any action brought under this Agreement shall be in the Superior Court of Thurston County. The Cooperator, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

12.1 Conflict of Interest: The DNR may, by written notice to the Cooperator, terminate this Agreement if it is found that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Cooperator in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided above, the DNR shall be entitled to pursue the same remedies against the Cooperator as it could pursue in the event of a breach of the Agreement by the Cooperator. The rights and remedies of the DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

13.1 Deductions: The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, and license fees. Cooperator is responsible for all deductions for which the Cooperator may be liable.

14.1 Licensing, Accreditation and Registration: The Cooperator shall comply with all applicable local, state and federal licensing, accreditation and registration requirements or

standards necessary for the performance of this Agreement.

15.1 Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

16.1 Entire Agreement: This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein except for extension of the completion date. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

_____ Vendor Initial

_____ Agency Initial

ATTACHMENT B**FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT****HELICOPTER AVAILABILITY SPECIFICATIONS****1. Helicopters**

- A. Cooperators must be currently certified under Title 14 code of Federal Regulations (14CFR) Part 133 (External Load Operations), and/or Part 135 (Air Taxi Operators and Commercial Operations) and/or Part 137 (Agricultural Aircraft Operations). The Cooperator may be required to furnish a copy of the operating specifications manual to the Agreement Manager prior to the start of work.
- B. Helicopters shall be maintained and operated in accordance with the requirements of the operating certificate held except those requirements specifically waived by the Agreement Manager.
- C. Passenger flights shall be done in accordance with 14 CFR Part 135.99.
- D. Helicopters shall carry their fully rated capacity of cargo or suppressant/retardant as determined by use of the approved weight and balance and performance data.
- E. Helicopters shall have been issued a Standard or Restricted Airworthiness Certificate. Block 4 (Category) of the certificate must be normal, transport, or restricted.
- F. Helicopters shall be "Federally Carded" according to USFS(USDA/AMD(DOI) requirements, rules and regulations.

2. Passengers

In restricted category helicopters, all internal passenger seats shall be removed during performance under this agreement except for Cooperator's personnel on ferry flights. Passengers may ride in a standard category helicopter during point-to-point flights at altitudes above 500 ft. AGL subject to the following conditions:

- A. All passenger seats must be FAA approved.
- B. All passenger seats must be in conformity with the helicopter's type certificate.

3. Aircraft General Requirements

- A. The helicopter and accessories shall be in operable condition and present a neat and clean appearance. Upholstery, paint, and Plexiglas shall be in good condition.
- B. All aircraft shall be configured so that the center of gravity will remain within the

FAA-approved Flight Manual published limits for all load requirements and full range of fuel conditions, including ferry with minimum crew without subtraction or addition of ballast.

- C. All aircraft shall be loaded such that the center of gravity will remain within allowed limits during the flight. Actual weights will be used for flight calculation.

4. **Aircraft Equipment**

Helicopters shall be configured with the equipment required by applicable FARs and approved for make and model furnished as listed below.

- A. **Instrumentation** - Instrumentation required by the type certificate and applicable FARs for use with the make and model furnished.
- B. **Temperature Gauge** - Free air temperature gauge.
- C. **Lights** - Approved aircraft lighting for night operation in accordance with FAR 91.73, plus instrument lights.
- D. **Seat Belts** - One set of individual lap belts for each occupant.
- E. **First Aid Kit** – Aeronautical First Aid Kit - Must be FAA approved for the number of crew and passengers and must be installed in the cabin area. The contents shall include the minimum items specified in Chart 9-6 of the Interagency Helicopter Operations Guide (IHOG).
- F. **Aeronautical Survival Kit** -All aircraft flying on agreement will carry survival equipment. Survival Kits will contain as a minimum those items listed in Chart 9-3 of IHOG and additional items required by local regulation and as appropriate for local climate and terrain conditions.
- G. One FAA-approved self-cocking, automatic locking cargo hook employing both electric or hydraulic and manual release systems and rated at the maximum lifting capacity of the aircraft, complying with the FAR applicable to the model aircraft furnished. This will be required for all aircraft carrying external loads.

The cargo hook and associated systems shall be completely inspected, lubricated, if required, and subjected to an operational check prior to the agreement performance and again every year prior to agreement performance. The inspection and maintenance shall be accomplished in accordance with the hook manufacturers operating and maintenance instructions as supplemented by this requirement.

- H. Helicopters shall be provided with adequate tie-down straps, nets or other devices for securing cargo in the cabin or cargo compartment. These devices shall be simple in function and have the capability of being installed quickly.
- I. FAA-approved double-strap shoulder harness with automatic locking inertia reels for

each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick-release mechanism. (Standard factory shoulder harnesses are acceptable for Aerospatiale and Bell transport category Helicopters. Military style harnesses are acceptable).

- J. External sling load aircraft will have one variable capacity bucket with maximum capacity commensurate with the maximum lifting capabilities of the aircraft. The bucket gate open/close switch(es) shall be spring loaded to the off position. The switch(es) shall be of a different design and shall be mounted in such a way as to not easily be confused with RPM Control (Beep) or other aircraft switches.
- K. Acceptable Paint Schemes for Main Rotor Blades
 - (1) Starting at blade tip, paint first 1/6th of blade length with gloss white. Paint second 1/6th of blade length with orange. Paint third 1/6th of blade length with gloss white. Paint next 1/3rd of blade length with orange. Paint remaining 1/6th of blade length with gloss white.
 - (2) One black and one white blade.
 - (3) Paint schemes previously approved.
 - (4) Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text.
- L. One or more independently-switched white or white and red strobe light(s) mounted on top of the helicopter or otherwise visible from above.
- M. A complete set of current aeronautical charts covering area of operations.
- N. Helicopters may be provided with equipment to store, inject, and mix fire suppressant/retardant materials in the delivery vessel while in flight. The system shall only require the pilot to select a mix ratio and to start the mix sequence, all other functions shall be automatic.
- O. Fire extinguisher(s) required by 14 CFR 135.155 shall be a hand-held bottle, minimum 1.5 pounds capacity, containing Class B and C extinguishing agent that is mounted and accessible to the flight crew.
- P. A digital hour meter shall be installed. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil or equivalent means pressure to record flight time only.

5. **All Aircraft - Cooperator-Furnished Avionics Systems**

- A. One (1) Emergency Locator Transmitter (ELT) meeting the requirements of 14CFR 91.207 (excluding section f.) shall be installed in conspicuous and clearly marked location.

- B. One (1) 720 or greater channel VHF AM aeronautical radio system shall be installed, operating in the 118 to 136 MHz band, with 25 kHz channel increments, and a minimum transmitter carrier power output of 5 watts.
- C. One (1) Project 25 compliant VHF FM aeronautical radio system shall be installed, meeting all of the following specifications:
 - (1) FM radio operating over the frequency band of 150 to 174 MHz, which provides selection of narrowband (12.5 khz) bandwidth operation on each channel.
 - (2) The operating frequencies shall be operator programmable (while in flight).
 - (3) The operating frequency (receive/transmit) shall be displayed to the operator.
 - (4) Simultaneous monitoring of the main receiver in the 150 to 174 MHz band and a guard receiver tuned to 168.625 MHz shall be provided.
 - (5) Activation indicators for transmit and main/guard receivers shall be provided.
 - (6) Transmitter carrier power output shall not be less than 5 watts and not more than 10 watts nominal.
 - (7) The radio must meet or exceed all specifications for Airborne FM Radios. The above mentioned specification is a performance specification and any radio that meets this is acceptable.
- D. Global Positioning System A (GPS) approved for at least VFR navigation shall be permanently installed in the aircraft and powered by the aircraft electrical system. The system must be specifically designed for aircraft installation with a fixed aircraft approved antenna. Hand-held and marine types are not acceptable. GPS receiver and indicator shall be FAA approved.
- E. One ATC transponder and altitude reporting system meeting the requirement of 14 CFR 91.215(a)(b) and tested and inspected per FAR 91.411 and 91.413.
- F. One audio control system shall be installed for pilot which provides control, selection and operation of multiple radio transceivers.
- G. Push-to-Talk (PTT) Operation. Separate PTT switch(es) shall be provided for radio transmitter operation and intercom operation at the pilot positions.
- H. Receiver Audio Selection and Operation. Separate audio monitor switches shall be provided for the pilot.

6. **Installation and Maintenance Standards of Avionics**

- A. All avionics systems used in or on the aircraft for this agreement and their installation and maintenance shall comply with all applicable Federal Aviation Regulations.
- B. The recommendations in AC 43.13-1A, Chapter 11, "Electrical System", and Chapter 15, "Radio and Electronic Systems", as well as AC 43.13-2A Chapter 1, "Structural Data," Chapter 2, "Radio Installation", and Chapter 3, "Antenna Installation", shall meet the manufacturer requirements
- C. All avionics systems requiring an antenna shall be installed with a properly matched FAA certified antenna unless otherwise specified. Antennas shall be polarized as required by the avionics system, and have a VSWR less than 2.5 to 1.
- D. Avionics equipment mounting location and installation shall not interfere with pilot or crew safety. Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.
- E. The aircraft's static pressure system, altimeter instrument system and automatic pressure altitude reporting system shall be maintained in accordance with 14 CFR Part 91.411.

7. **Aircraft Maintenance**

- A. The Cooperator shall be capable of providing field maintenance support to each Helicopter for extended periods during heavy use.
- B. Helicopters shall be operated and maintained in accordance with applicable Federal Aviation Regulations as specified in 14 CFR part 91.169(f) (1) through (5), Sub part L (FAR135.2). The frequency and detail of these inspections shall provide for a complete inspection of the aircraft in a twelve month period, or a manufacturer/FAA approved inspection program. Special equipment and/or modification of the Helicopter to meet requirements of this agreement will be done in accordance with AC 43.13-1A and AC 43.13-2A and, if required, be FAA approved.
- C. All required instruments, equipment, components and/or systems shall be operable or a FAA minimum equipment list will be accepted.
- D. All maintenance, other than the inspections required by 14 CFR part 91.169, shall be performed in accordance with the manufacturer's recommendations, including the inspections required by 14 CFR 91.217, shall be done in accordance with 14 CFR 43.13. The Cooperator will assure that all maintenance performed on the agreement aircraft is recorded in the affected aircraft's record/log in accordance with part 43 and part 91 or 121.
- E. All "time change" components, including engines, shall be replaced upon reaching the factory recommended time, or FAA approved extension if applicable.

- F. Aircraft operated with components and accessories on approved TBO extension programs are acceptable, provided the Cooperator who provides the aircraft is the holder of the approved extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.
- G. Compliance with mandatory manufacturer's Bulletins, FAA Airworthiness Directives (AD), and the correction of maintenance deficiencies shall be accomplished prior to the start and during the period of agreement performance.
- H. All maintenance performed shall be recorded in accordance with part 43.9 and part 91 subpart E.
- I. All mechanics will be limited to the following duty and rest periods. All revenue producing maintenance time, whether under this agreement or not, will count toward the limitations.
 - 1. Maximum time on duty shall not exceed 16 hours each day
 - 2. Minimum rest period shall be 8 hours per day
 - 3. Mechanic is required to have 2 days off in 14.
- J. Copy of the current maintenance record required by 14 CFR part 91.417 shall be kept at the Base of Operations.
- K. Turbine Engine Power Assurance Checks. The first day of operation and after each ten (10) hours of operation, a power assurance check shall be accomplished in accordance with the helicopter flight manual. Helicopters with power output below the minimum published performance charts shall be removed from service. The low power condition must be corrected before return to service.

8. **Fuel/Service Vehicle Specifications**

- A. If the cooperator elects to use a fuel/service vehicle it must meet the requirements set forth by NFPA Standard No. 407 Aircraft fuel servicing guide. The fuel service vehicle shall comply with the Department of Transportation and the Environmental Protection Agency requirements for transportation and storage of fuel.
- B. Operation to meet NFPA 407 and Interagency Helicopter Operations Guide (IHOG) procedures.
- C. Fire extinguishers shall comply with NFPA #10, Standards for Portable Fire Extinguishers.

9. **Pilot Requirement General**

- A. Proof of current USDA/USDI Interagency Pilot Qualification Card. The card must document Company, Make, Model, and Series of aircraft approved to operate and the missions each pilot is approved to perform. The Cooperator shall submit a photocopy to DNR showing the front and back of the card before implementing the Agreement.

This card will certify that pilots have the following:

- (1) Commercial or Airline Transport Pilot (ATP) Certificate with appropriate rating and a valid Class I or Class II FAA Medical Certificate.
 - (2) Evidence of an Equipment Check Endorsement for Restricted Category helicopters by the Chief Pilot (as applicable).
 - (3) Evidence of make or model to be flown or 14 CFR 135 Airman Competency Proficiency Check
 - (4) Evidence of qualification to transport external loads (14 CFR part 133)
 - (5) Evidence of qualification to meet 14 CFR 137
 - (6) Compliance with 14 CFR part 61.57
- B. To operate in congested areas (14 CFR 137.53), Pilots must show proof of an FAA exemption. The Cooperator will submit a copy of this exemption to DNR prior to operating within a congested area.

10. **Pilot Flight and Duty Limitations**

- A. All pilots will be limited to the following tours of duty and flight hours. All revenue producing flying time, whether under this agreement or not, will count toward the limitations.
- (1) Flight time shall not exceed a total of 8 hours per day.
 - (2) Flight time shall not exceed a total of 42 hours in any 6 (six) consecutive days.
 - (3) Pilot accumulating 36 or more hours of flying in any 6 (six) consecutive days shall be off duty the next day. After any one full day off, pilots begin a new six consecutive day duty period for the purposes of this clause, providing the requirements of paragraph #6 of this clause are not exceeded.
 - (4) Duty of any kind shall not exceed 14 hours in any 24 hour period. Within any 24 hour period, pilots shall have a minimum of 10 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel, up to a maximum of 30 minutes each way between the work site and place of lodging, will not be considered duty time.
 - (5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.
 - (6) During any 14 consecutive days, pilots shall be off duty for two (2) full calendar days except as noted below. Days off duty need not be consecutive.
 - (7) During times of prolonged heavy fire activity, DNR may issue a notice reducing the pilot duty day and/or increasing days off on a geographical or Agency-wide basis.

B. Flights point-to-point (airport to airport, heliport to heliport, etc.) with a pilot and co-pilot shall be limited to 10 (ten) hours per day. (A helicopter that departs airport A, flies reconnaissance on a fire, then flies to airport B, is not point-to-point).

C. Pilots flying missions covered in the above paragraph, who are also flying other missions, shall also be limited to the flight hour limitations in Section 10, PILOT FLIGHT DUTY AND LIMITATIONS.

D. When the available flight hours within the limitations of paragraphs A, or B, above, are reduced due to non-agreement flying, the payment will be reduced as provided in the agreement.

E. Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

F. Relief or substitute pilots reporting for duty under any agreement or contract may be required to furnish a record of all duty and revenue producing flight time during the previous 14 days.

11. **Personal Protective Clothing and Equipment**

The following personal safety equipment shall be furnished by the Cooperator, be operable, and maintained in good repair and shall be required on all revenue producing flights.

A. **Pilot's Head Protection:** Pilots shall wear an aviators protective helmet with chin strap fastened (no chin cups allowed) whenever the helicopter is in flight. The helmet shall include a boom microphone and headset. The helmet shall be fitted to the individual and shall cover the head, ears, and back of the neck.

Helmets known to meet these requirements are: SPH-4, SPH-5, and HGU 56 and 84. Example of a helmet not meeting these requirements is the Dave Clark type helmet.

B. **Head Protection, Additional Cooperator Personnel:** Cooperator personnel while flying under this agreement shall wear a protective flight helmet or hard hat with chin strap fastened.

C. **Fire-Resistant Clothing:** All crew members and additional crew members shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramide material, leather boots and leather, polyamide, or aramide gloves. The shirt, trousers, boots, and gloves shall overlap by at least 2 inches when the pilot is manipulating the controls. Personnel shall not wear clothing made of synthetic material.

D. Pilot shall wear a serviceable "pilot activated" personal flotation device (PFD) when operating outside auto-rotative distance from land.

12. **Foam Injection System**

Any aircraft-mounted foam injection system shall have STC's or field-approved 337's. The system shall be capable of dispensing a variable amount of concentrate, in flight, to achieve a mixture ratio ranging from 0.1 to 1.0% by volume in 0.1% increments. Helicopter shall have an equal duration of retardant as fuel. All retardant or foam concentrate must be approved for use by the State of Washington, Department of Natural Resources.

13. **Remote Cargo Hook for Long-line Use**

The remote cargo hook must comply with the following requirements:

- A. The release system must be electric and/or hydraulically operated.
- B. Remote hook with brush guard or cage and rated at no less than the primary hook capacity.
- C. The cargo hook and associated systems shall be completely inspected, lubricated, if required, and subjected operational check in all operating modes prior to the agreement performance every year. The inspection and maintenance shall be accomplished in accordance with the hook manufacturer's operating and maintenance instructions as supplemented by this requirement.

14. **Long-line**

- A. Long-line must be in accordance with 14 CFR part 29 and IHOG Chapter 9.
- B. Pilots may be required to demonstrate his/her vertical reference capabilities during an evaluation, if requested to do so, at no expense to DNR.

_____ Vendor Initial

_____ Agency Initial

ATTACHMENT C

FIRE SUPPRESSION RESOURCES AVAILABILITY AGREEMENT

HELICOPTER AGREEMENT

The intent of this solicitation is to establish a list of Cooperators who can supply helicopters at various field locations throughout the state of Washington for use by the Department of Natural Resources and Cooperators.

Cooperator Information

Company Name: _____

Address: _____

City	State	Zip
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Contact person: _____

Telephone: Day _____ Night _____

Cell Phone Number _____ Email Address _____

FAX Number _____ Pager _____

Many incidents occur at night or on weekends. It is essential that we have a 24-hour phone number.

ATTACHMENT C cont.

Make/Model	Qty	Location	Fed Reg #	Seating capacity	Working rate	Ferry rate	Long line length	Bucket capacity	Service truck cost/mile	Other information	Other charges	Comments
<i>EXAMPLE Bell 210</i>	<i>1</i>	<i>Olympia, WA</i>	<i>N1122112</i>	<i>2</i>	<i>\$1000</i>	<i>\$1000</i>	<i>150'</i>	<i>300 gal</i>	<i>\$0.40</i>	<input type="checkbox"/> <i>USFS Carded (helicopter)</i> <input type="checkbox"/> <i>Standard</i> <input type="checkbox"/> <i>Restricted</i> <input type="checkbox"/> <i>Foam injection system</i> <input type="checkbox"/> <i>Haz. Materials Auth.</i>	<i>\$150/hr standby</i>	<i>3 hour minimum</i>
										<input type="checkbox"/> <i>USFS Carded (helicopter)</i> <input type="checkbox"/> <i>Standard</i> <input type="checkbox"/> <i>Restricted</i> <input type="checkbox"/> <i>Foam injection system</i> <input type="checkbox"/> <i>Haz. Materials Auth.</i>		
										<input type="checkbox"/> <i>USFS Carded (helicopter)</i> <input type="checkbox"/> <i>Standard</i> <input type="checkbox"/> <i>Restricted</i> <input type="checkbox"/> <i>Foam injection system</i> <input type="checkbox"/> <i>Haz. Materials Auth.</i>		
										<input type="checkbox"/> <i>USFS Carded (helicopter)</i> <input type="checkbox"/> <i>Standard</i> <input type="checkbox"/> <i>Restricted</i> <input type="checkbox"/> <i>Foam injection system</i> <input type="checkbox"/> <i>Haz. Materials Auth.</i>		
										<input type="checkbox"/> <i>USFS Carded (helicopter)</i> <input type="checkbox"/> <i>Standard</i> <input type="checkbox"/> <i>Restricted</i> <input type="checkbox"/> <i>Foam injection system</i> <input type="checkbox"/> <i>Haz. Materials Auth.</i>		
										<input type="checkbox"/> <i>USFS Carded (helicopter)</i> <input type="checkbox"/> <i>Standard</i> <input type="checkbox"/> <i>Restricted</i> <input type="checkbox"/> <i>Foam injection system</i> <input type="checkbox"/> <i>Haz. Materials Auth.</i>		
										<input type="checkbox"/> <i>USFS Carded (helicopter)</i> <input type="checkbox"/> <i>Standard</i> <input type="checkbox"/> <i>Restricted</i> <input type="checkbox"/> <i>Foam injection system</i> <input type="checkbox"/> <i>Haz. Materials Auth.</i>		

Additional information _____

Vendor Initial _____

_____ Agency