

## SECOND (2<sup>nd</sup>) AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (the “2<sup>nd</sup> Amendment”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the “County”), and Trans Aero Ltd., a Wyoming corporation registered to do business in Colorado (the “Contractor”).

**WHEREAS**, the County and the Contractor entered into a certain Public Contract for Services dated (IFB#008-23) dated Tuesday, April 11, 2023 (the “Contract”); and

**WHEREAS**, the County and the Contractor originally agreed to a Maximum Contract Expenditure for services in the amount of ONE MILLION ONE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY and 00/100 Dollars (\$1,128,750.00); and

**WHEREAS**, the County and the Contractor amended the Contract on March 26<sup>th</sup> 2024 (the “First Amendment”), by adding to the Maximum Contract Expenditure the amount of ONE MILLION FIVE HUNDRED FIVE THOUSAND and 00/100 Dollars (\$1,505,000.00) and extending the Term for another year; and

**WHEREAS** the County and the Contractor would like to amend the Contract by increasing the Maximum Contract Expenditure amount to ONE MILLION FIVE HUNDRED THIRTY THOUSAND and 00/100 Dollars (\$1,530,000.00) for continued services in the coming year as approved in the 2025 budget; and

**WHEREAS**, the County and the Contractor desire to amend the Contract by extending the Term, by increasing the Maximum Contract Expenditure and by amending Exhibit A (Scope of Services); and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

“**Maximum Contract Expenditure.** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is FOUR MILLION ONE HUNDRED SIXTY-THREE THOUSAND 7 HUNDRED AND FIFTY Dollars (\$4,163,750.00). The funds appropriated for this 2<sup>nd</sup> Amendment is ONE MILLION FIVE HUNDRED THIRTY THOUSAND and 00/100 Dollars (\$1,530,000.00) dollars for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.”

2. Section 5 of the Contract is hereby amended to read:

“**Term.** It is mutually agreed by the parties that the term of this Amended Contract shall commence as of 12:01 a.m. on April 12, 2023, and terminate at 12:00 a.m. on 31<sup>st</sup> day of December 2025. This Contract, at the option of the County, may be renewed for two (2) or more successive terms if notice is given to the Contractor by the County on or before

December 31, 2025 of the current term. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term."

- 3. Exhibit B of the Contract is hereby replaced with the payment terms contained in the attached **Exhibit B-2**, incorporated herein by this reference for all services rendered after execution of this 2<sup>nd</sup> Amendment.
- 4. The remainder of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the County and Contractor have executed this Amendment as of the date first above written.

**Trans Aero Ltd.**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

**Witness my hand and official seal**

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS OF  
THE COUNTY OF DOUGLAS, STATE OF COLORADO**

\_\_\_\_\_  
David A. Weaver, Chair

\_\_\_\_\_  
Douglas J. DeBord      Date  
County Manager

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Andrew Copland      Date  
Director of Finance

\_\_\_\_\_  
County Attorney/Assistant County Attorney      Date

## EXHIBIT B-1

### Payment Terms

Charges may be paid by the County from its emergency incident funds independent of the contract encumbrance set forth in paragraph 4 of the Contract, titled Maximum Contract Expenditure. The Contractor will submit an invoice for services, equipment, and mileage as provided in paragraph 6 of the Contract.

The County Reserves the right to make price/technical tradeoffs that are in the best interest and advantageous to the County. The County may reject any or all offers if such action is determined to be in the best interest of the County

### 1. Item Number 1: Exclusive Use Helicopter Equipped with Tank and Bucket

Host Base: Douglas County Helibase

Location: 8500 Moore Rd, Littleton, CO 80125

MAP: Minimum of 168 Days, plus additional days if required based on weather conditions. New Fee Structure only applies to charges incurred AFTER January 1, 2025.

Exclusive Use, Type 2 Daily Availability and Flight Rate Offer							
Complete for each offer helicopter							
		Unit Price	2023	2024	2025	2026	2027
N#	205TA	EX Availability	\$6,550	\$6,910	\$7,152	\$7,402	\$7,661
Make	Bell	EX Flight Rate	\$2,110	\$2,226	\$2,304	\$2,385	2,468
Model	205 A1++						
Type	Type II	<input checked="" type="checkbox"/> Bucket 324 Gal <input checked="" type="checkbox"/> Tank 350 Gal					
Equipped Weight	6,567						
Attach Load Calculation: Enter allowable payload @ 7,000' MSL, 30 degrees Celsius, 1.5 hour of fuel and a 200lb. pilot.							
HIGE		HOGE		HOGEJ			
1,688		1,278		1,538			

### 2. Payment Procedures

a. All flight time, daily availability, and other authorized charges or deductions shall be recorded on an invoice. At the end of each day, data shall be entered and reviewed by the Douglas County Helicopter Manager and the Contractor's Representative.

b. Approved invoices will be packaged electronically for payment on a biweekly basis for submission to Douglas County.

c. Upon completion of the time for use or any extension thereof, final payment will not be made until all County-furnished property has been returned and a Contract Release form (as applicable) has been completed.

### 3. Payment for Flight

a. Flight time will be computed in hours and tenths of hours as recorded by the collective activated flight hour meter (Hobbs) on the helicopter.

b. Payment for flight time will be made only for Douglas County-authorized

flights.

c. Douglas County does not guarantee any flight time on the Exclusive Use Contract.

#### **4. Payment for Availability**

a. Payment of availability will be made at the applicable Daily Availability Offer Rate.

b. The maximum amount of availability to be earned per day is the Daily Availability Offered Rate amount.

c. Availability for helicopters and crewmembers (maximum 14 hours, single crew) will be ordered, measured, and recorded each day by the Douglas County Helicopter Manager.

#### **5. Extended Standby Hourly Rate**

a. Extended Standby (that period over the first 9 hours of standby per day, per authorized crewmember) will be measured in hours (rounded to the next full hour and paid at the rate of \$53.00 per hour when ordered by Douglas County and performed by the Contractor.

b. The Contractor will not be compensated for Extended Standby when the aircraft is not available for immediate dispatch, except when authorized by Douglas County.

#### **6. Payment for Services in the Optional Use Period**

a) Modified Availability, during the Optional Use Period, the County may request Modified Availability; the contractor will provide all contract requirements from the vendor base of operations to be available at the county's request.

i) The County will provide the vendor with 24-48 hours' notification and an approximate duration of services needed. The vendor will notify the County if they can meet the request.

ii) The daily rate for the Modified Availability for 2025 is \$3000.00 per day.

iii) If requested to respond to the county, standard Optional Use Rates will apply.

b) Payment for Optional Use service shall be made with the Daily Availability Rate plus Specified Flight Rate Method.

i) The Contractor will be paid for availability and flight time.

ii) Unavailability will be deducted in accordance with the Unavailability section of this contract.

iii) Any additional payments will be made in accordance with the Miscellaneous Costs to the Contractor section of this contract.

c) Ferry time of aircraft to and from the point of hire from the Contractor's base of operations or current aircraft location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point of use from the Contractor's base of operations or the current location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in Payment for Fuel Servicing Vehicle Mileage.

#### **7. Payment for Substitution/Replacement of Helicopter**

a. When substitute or replacement aircraft are approved for use by Douglas County, the following payment terms will apply:

i. Availability – The same rate is applicable if the aircraft is the same make and model as the contracted aircraft. The rate may need to be negotiated if the make and model are different than the contracted aircraft.

ii. Flight – The same rate is applicable if the aircraft is the same make and model as the contracted aircraft. The rate may need to be negotiated if the make and model are different than the contracted aircraft.

## **8. Payment for Fuel Servicing Vehicle**

- a. A fuel-servicing vehicle is required for all fire support and non-fire use.
- b. The price of the vehicle is included in the daily availability rate.
- c. Outside the MAP period (Optional Use), when dispatched by Douglas County, applicable mileage rates will be paid to and from the Assigned Work Location, beginning at the Contractor's Principal Base of Operations or from the location of the vehicle at the time of order, whichever is closer. Payment will be made only for miles driven in support of the aircraft.
- d. During the MAP period, the fuel-servicing vehicle will be paid mileage when it is dispatched by Douglas County to give service support to helicopters away from the host base as follows:
- e. Vehicle Mileage Schedule
  - i. \$4.33 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more
  - ii. \$3.14 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons
  - iii. \$2.42 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons
  - iv. \$1.71 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons

## **9. Overnight Standard Per Diem Rate**

Douglas County will pay overnight allowance equal to the current GSA CONUS Per Diem Rates at <https://www.gsa.gov/travel/plan-book/per-diem-rates> for each authorized crew member for every night assigned to an alternate base.

## **10. Payment for Costs Away from the Host Base**

- a. When the Contractor's aircraft is dispatched away from the host base, Douglas County will authorize payment for additional necessary and reasonable costs involved in transporting authorized relief crewmembers to and from alternate bases when approved in advance by Douglas County. These costs are limited to the actual transportation of the individual, i.e., airplane tickets, car rentals, etc. Salary costs for the Contractor's employee(s) while in travel status is not a cost for which Douglas County will reimburse the Contractor.
- b. Reimbursement of necessary and reasonable transportation costs to and from the location of the aircraft is authorized. Itemized receipts shall support claims for reimbursement and shall be provided to Douglas County with all requests for reimbursement.

## **11. Miscellaneous Cost to the Contractor**

- a. Douglas County will reimburse the contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the host base, such as airport landing fees, tie-down charges, or other similar type costs.
- b. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor and made available to Douglas County upon request.