

AMENDMENT NUMBER ~~ONE~~ TWO
TO
CONTRACT MA-060-14011890
BETWEEN THE
COUNTY OF ORANGE
AND
VECTOR AEROSPACE USA, INC. DBA VECTOR AEROSPACE HELICOPTER
SERVICES USA

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-14011890 (hereinafter “AMENDMENT NUMBER ~~ONE-TWO~~”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and Vector Aerospace USA, Inc., DBA Vector Aerospace Helicopter Services USA (hereinafter “CONTRACTOR”) with a place of business at 22378 Billie Blackmon Road, Andalusia, AL 36421, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Overhaul and Repair of Helicopter Components and Engines on September 30, 2014 as Contract number MA-060-14011890 (hereinafter “ORIGINAL CONTRACT”) for a one (1) year term of September 30, 2014 through and including September 29, 2015; and

~~**WHEREAS**, COUNTY desires to renew the ORIGINAL CONTRACT for a one-year term of September 30, 2015 through and including September 29, 2016 as Contract number MA-060-14011890 and the CONTRACTOR agrees to provide these services at the rates set forth in the ORIGINAL CONTRACT.~~

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for a one-year term of September 30, 2015 through and including September 29, 2016 as Contract number MA-060-16010114 in the amount of \$950,000 (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one-year term of September 30, 2016 through and including September 29, 2017 as Contract number MA-060-16012131 in the amount of \$950,000 as well as to sustain a price increase throughout ATTACHMENT B, Pricing and the CONTRACTOR agrees to provide these services at the rates set forth in this AMENDMENT NUMBER TWO.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. **ARTICLES**

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/30/14 through and including 9/29/16, unless otherwise terminated by COUNTY. The period of 9/30/14 through and including 9/29/15 shall be known as Contract number MA-060-14011890. The period of 9/30/15 through and including 9/29/16 shall be known as Contract number MA-060-16010114. This Contract may be renewed for three (3) separate additional one-year terms by mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.~~

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/30/14 through and including 9/29/17, unless otherwise terminated by COUNTY. The period of 9/30/14 through and including 9/29/15 shall be known as Contract number MA-060-14011890. The period of 9/30/15 through and including 9/29/16 shall be known as Contract number MA-060-16010114. The period of 9/30/16 through and including 9/29/17 shall be known as Contract number MA-060-16012131. This Contract may be renewed for two (2) separate additional one-year terms by mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

- b. ATTACHMENT B, Pricing of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

ATTACHMENT B

Pricing

Item #	Description	Overhaul Price*	Exchange
Price		(Not to exceed)	(Not to exceed)

Turbomeca Engine:

File folder: 619652

1.	one (1) Complete engine overhaul	\$461,930.47	\$498,262.08
2.	one (1) 3600 hour engine overhaul	461,930.47	\$498,262.08
3.	one (1) Fuel Control	\$37,642.50	\$39,354
4.	Rental of turbine engine, rate per flying hour	\$223.45	NA
5.	Rental of turbine engine, daily rate # Rental rates are subject to a minimum thirty (30) flying hour per month.	See note#	NA
6.	Parts: Percent Discount off Turbomeca USA List Price		

New Parts OEM List Price at the time of embodiment less 3%

7.	Repair: Hourly Labor Rate	\$98.69 (hourly rate shall be rounded off to the next hour)	
8.	Warranty on engine overhaul:	Parts: 270 days	
		Labor: 270 days	
	Warranty on engine repair:	Parts: 270 days	
		Labor: 270 day	

Honeywell Engine:

1.	one (1) Complete engine overhaul	\$468,563	\$545,738
2.	T53-L-13 to T53-L-703 engine conversion* price	\$766,238	\$716,625
3.	one (1) Fuel Control (P/N 1-170-780-01)	\$79,628	\$79,628
	One (1) Fuel Control (P/N 1-170-240-93)	\$81,987	\$81,987
4.	Rental of turbine engine, rate per hour		
	-13B Engine Conversion	\$171	NA
	-703 Engine Conversion	\$204	NA
		\$204	
5.	Rental of turbine engine, monthly rate		

-13B Engine Conversion		NA
# Rental rates are subject to a minimum	See note#	
Thirty-five (35) flying hour per month		
-703 Engine Conversion		NA
# Rental rates are subject to a minimum	See note#	
Thirty-five (35) flying hour per month		

6. Parts: Percent Discount off Honeywell List Price

New Parts	40.0%
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7. Repair: Hourly Labor Rate \$98.69

8. Warranty on engine overhaul:

	Parts: 1000 operational hours or 2 years from delivery date
	Labor: 1000 operational hours or 2 years from delivery date

Warranty on engine repair:

	Parts: 500 operational hours or 1 years from delivery date
	Labor: 500 operational hours or 1 years from delivery date

Where warranty period is stated in the alternative, the warranty shall expire based on Whichever occurs first.

Airbus Helicopters: Overhaul, Repair, Parts and Components

1.

Percentage Discount off Manufactures List Price -Airbus Helicopters		UOM
New Parts OEM List Price, less 4% for items that Vector is authorized to supply	4	%

Warranties: (Stated in days)

New Parts:	365	Days
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Exchange:	Repairs is 90 days, Overhaul is 180 days	Days
Overhaul:	180	Days
Repair:	90	Days

Components –Airbus Helicopters		Unit Price (Discount %)
Rental:	NA	
Exchange:	OEM List Price, less 4% for items Vector is authorized to supply.	
Overhaul:	OEM List Price, less 4% for items that Vector is authorized to supply.	

Bell Helicopter: Overhaul, Repair, Parts and Components

1.

Percentage Discount off Manufactures List Price –Bell Helicopter		UOM
New Parts	OEM List Price at the time of embodiment <u>0%</u>	%

Warranties: (Stated in flight hours and/or days)		
New Parts:	365	Days
Exchange:	300 flight	Days

	hours or 365	

Overhaul:	300 flight hours or 365	Days
Repair:	300 flight hours or 365	Days

Where warranty period is stated in the alternative, the warranty shall expire based on whichever event occurs first.

Components – Bell Helicopter	Unit Price (Discount %)
Rental:	NA
Exchange:	OEM List Price
Overhaul:	OEM List Price

- Based on a written estimate from Contractor to County, County shall be given the option to determine if a part or component can be overhauled, exchanged, or repaired for less than the list price of a new component.
- County shall authorize the cost of a rental component as long as the total cost of the repair and rental is less than the price of a new part or component.

**Definitions:*

Overhaul: An overhaul is when the engine is removed from the County’s aircraft, completely rebuilt by Contractor and the same engine is returned to County to be placed into the aircraft.

Engine Conversion: Engine conversion is the process of changing out several components inside the engine in order to produce more horsepower.

OEM: Original Equipment Manufacturer.

Not to Exceed: Not to Exceed prices are subject to Engines being operated under normal conditions and removed for reason of time expiry for scheduled event(e.g. Overhaul), or for repair if for inherent engine-attributable cause. Removals for repair caused by, or any costs during repair or overhaul which are a result of, non-engine attributable events are not included in Not-To-Exceed Pricing. Such events include but are not limited to abnormal

erosion or corrosion, foreign object damage (FOD), missing parts, abuse, poor maintenance or operating practices, long-term storage without OEM-approved procedures, or logbook inaccuracies. Costs arising from such excluded events, if any, will be provided to the County in writing and may be over and above the Not-To-Exceed Pricing given. Contractor shall not perform work deemed necessary from an "excluded event" without first obtaining the County's written permission.

Shipping/freight charges are authorized against this Contract.

Orange County Sales Tax of 8.0% (or most current rate) are authorized against this Contract.

Contract total value shall not exceed \$950,000.00 per Contract year term.

2. DELIVERY LOCATION

County of Orange
 Sheriff's-Coroner/Air Support Unit
 361 Paularino Ave., Hanger 20/21
 Costa Mesa, CA 92626

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-14011890) is attached hereto as Exhibit A and incorporated by this reference.
3. ~~All other provisions of the ORIGINAL CONTRACT except as amended herein, and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE.~~

3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-16010114) is attached hereto as Exhibit B and incorporated by this reference.

4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE except as amended herein, and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-14011890.

***Contractor: Vector Aerospace USA, Inc., DBA Vector Aerospace Helicopter Services USA**

By: _____ Title: _____

Print Name: _____ Date: _____

***Contractor: Vector Aerospace USA, Inc., DBA Vector Aerospace Helicopter Services USA**

By: _____ Title: _____

Print Name: _____ Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-14011890)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-16012131)