

Attachment A

First Amendment to the Rotorcraft Support, Inc. Agreement

June 5, 2018

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

And

ROTORCRAFT SUPPORT, INC.

(BC-18-175) FIRST AMENDMENT

Effective June 5, 2018

THIS FIRST AMENDMENT (hereinafter referred to as First Amendment) is made by and between the County of Santa Barbara, a political subdivision of the State of California having its principle place of business at 105 East Anapamu Street, Room 304, Santa Barbara, California, 93101 (hereafter COUNTY) and Rotorcraft Support Inc. with an address of 16425 Hart St., Van Nuys, CA 91406 (hereafter CONTRACTOR), is effective as of June 5, 2018 (“First Amendment Effective Date”).

WHEREAS, on February 27, 2018 the parties entered into Agreement BC-18-175 for helicopter repair and maintenance services for helicopter 308 (Agreement); and

WHEREAS, the parties desire to amend the Agreement to add funding; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the Agreement as follows:

1. The Compensation of the Contractor is increased by \$190,000, from \$150,000 to \$340,000, and the 10% contract contingency is increased by \$19,000, from \$15,000 to \$34,000 for a total contract amount not to exceed \$374,000, as follows:

Section 5 **COMPENSATION OF CONTRACTOR**. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$340,000.00.

- A. Additional efforts and cost reimbursements within the scope of **EXHIBIT A** that exceed \$340,000.00 may be authorized by the Fire Chief or designee at the same rate per unit as defined in **EXHIBIT A**. Additional efforts and cost reimbursement must be approved in advance by the Fire Chief or designee. The total amount of this contingency fund is not to exceed 10% of the Agreement amount or \$34,000.00. In no event shall the COUNTY be liable for the cost of any changes or additions to the services being performed under this Agreement unless approved in advance and in writing by the Fire Chief or designee. In no event shall the total contract amount exceed \$374,000.00.

2. **Exhibit A STATEMENT OF WORK** shall be replaced in its entirety by the Amended Exhibit A STATEMENT OF WORK, which is attached and incorporated herein by reference.
3. **Exhibit B PAYMENT ARRANGEMENTS** shall be replaced in its entirety by the Amended Exhibit B PAYMENT ARRANGEMENTS, which is attached and incorporated herein by reference.
4. **Counterparts.** The First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
5. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall constitute in full force and effect, and shall continue to be legal , valid, binding and enforceable obligations of the parties.

First Amendment to Agreement between the County of Santa Barbara and Rotorcraft Support Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By:

Deputy Clerk

COUNTY OF SANTA BARBARA:

By:

Das Williams
Chair, Board of Supervisors

Date:

RECOMMENDED FOR APPROVAL:

Fire Department

By:

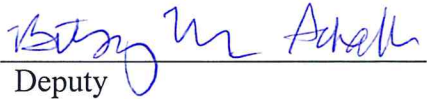


Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By:



Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By:



Deputy County Counsel

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By:

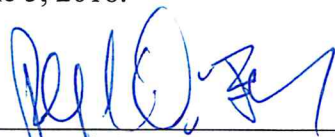


Risk Manager

First Amendment to Agreement between the **County of Santa Barbara** and **Rotorcraft Support, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective June 5, 2018.

By:



Phillip G. DiFiore, President
Rotorcraft Support Inc.

Date:

5-17-18



16425 Hart Street
 Van Nuys CA 91406
 818-997-7667
 818-997-1513

jeffrey@rotorcraftsupport.com
 TO Santa Barbara County Air Ops
 900 Airport Road, Hanger #7
 Santa Barbara, Ca 93460

DATE January 19, 2018

EXPIRATION DATE February 18, 2018
 QUOTE NUMBER RSI Q1702

N205KS ELECTRICAL BURNING SMELL

	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	PILOT REPORTS BURNING ELECTRICAL SMELL IN THE COCKPIT	1	50,000.00	50,000.00
	PERFORM VISUAL INSPECTION AND OPERATION CHECK OF ALL ELECTRICAL EQUIPMENT. REMOVE COMM / NAV EQUIPMENT AND SEND TO OUTSIDE VENDOR AS REQUIRED FOR EVALUATION, INSPECT AND REPAIR CIRCUIT BREAKERS AS REQUIRED, INSPECT AND REPAIR OVERHEAD LIGHTING AS REQUIRED. INSPECT AND RESEAL CABIN ROOF AND WINDOWS AS REQUIRED. REINSTALL ALL REMOVED EQUIPEMNT AND PERFORM FINAL OPERATIONAL CHECKS			
	ANY ADDITIONAL ITEMS WILL BE QUOTED SEPERATELY			
		TOTAL	\$	50,000.00

THE ABOVE QUOTE HAS BEEN PREPARED AIRCRAFT SIGHT UNSEEN AND SHOULD BE CONSIDERED BUDGETARY ONLY. POSSIBLE EXTRAS:

It is projected that the execution of the aforementioned quote will take approximately **TBD** days. Rotorcraft Support , Inc. shall not be responsible for delay in the performance of this Agreement due to causes beyond its reasonable control and without fault or negligence. Such causes may include acts of God; acts of war; acts of government; inability to procure accessories, equipment or parts; strikes or labor troubles causing cessation, slowdown or materials, interruption of work and inevitable delays in transportation.

The above estimate should be used as a budgetary tool only. Any hidden damage found during dimensional checks and preliminary inspections shall be considered as Additional Work Required (AWR) and will be quoted separately for customers approval. *** The Customer is responsible for shipping / handling fees, and taxes ***

payment schedule.

Signature: _____ Date: _____

The above quote was prepared by Jeffrey Teubner, VP of Quality & Technical Operations

THANK YOU FOR YOUR BUSINESS



16425 Hart Street
 Van Nuys CA 91406
 818-997-7667
 818-997-1513

jeffrey@rotorcraftsupport.com
 TO Santa Barbara County Air Ops
 900 Airport Road, Hanger #7
 Santa Barbara, Ca 93460

DATE January 17, 2018

EXPIRATION DATE February 16, 2018
 QUOTE NUMBER RSI Q1701

N205KS MAINTENANCE AND REPAIRS

	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	Perform Tail rotor Impact and sudden stoppage inspection IAW TM55-1520-210-23-1 / BHT-205-MM1 and BHT-212-MM1	45	110.00	4,950.00
2	Remove and replace Tail rotor blades and attach bolts 212-010-750-011FM customer supplied parts	0	28,682.00	0.00
	Removal and installation labor	6	110.00	660.00
3	Remove and replace tail rotor hub assy 212-011-701-125	1	26,456.00	26,456.00
	Removal and installation labor	2	110.00	220.00
4	Remove and overhaul 42° gearbox	1	3,659.25	3,659.25
	Removal and installation labor	5	110.00	550.00
5	Remove and overhaul 90 ° gearbox	1	3,084.60	3,084.60
	Removal and installation labor	5	110.00	550.00
6	Remove and overhaul tail rotor drive shaft hanger assy	4	1,924.20	7,696.80
	Removal and installation labor	8	110.00	880.00
7	Remove tailboom and conduct inspection on fuselage and tailboom attachment flange	5	110.00	550.00
	Perform NDT on flange	2	110.00	220.00
	Replace Tailboom attachment hardware cost under misc	0	0.00	0.00
8	Remove and inspect output quill	6	110.00	660.00
9	Remove / inspect / and reinstall tail rotor drive shaft	8	110.00	880.00
10	Perform tail rotor balance	4	110.00	440.00
11	Records	16	110.00	1,760.00
12	Misc	1	3,500.00	3,500.00
		TOTAL	\$	56,716.65

THE ABOVE QUOTE HAS BEEN PREPARED AIRCRAFT SIGHT UNSEEN AND SHOULD BE CONSIDERED BUDGETARY ONLY. POSSIBLE EXTRAS:

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The above estimate should be used as a budgetary tool only. Any hidden damage found during dimensional

checks and preliminary inspections shall be considered as Additional Work Required (AWR) and will be quoted separately for customers approval. *** The Customer is responsible for shipping / handling fees, and taxes ***

payment schedule.

Signature: _____ Date:_____.

The above quote was prepared by Jeffrey Teubner, VP of Quality & Technical Operations

THANK YOU FOR YOUR BUSINESS



16425 Hart Street
 Van Nuys CA 91406
 818-997-7667
 818-997-1513

jeffrey@rotorcraftsupport.com
 TO Santa Barbara County Air Ops
 900 Airport Road, Hanger #7
 Santa Barbara, Ca 93460

DATE April 23, 2018

EXPIRATION DATE May 23, 2018
 QUOTE NUMBER RSI Q1701C

REV1

N205KS TANK REPLACEMNT

	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	REMOVE EXISTING BER WATER TANK AND REPLACE WITH NEW SIMPLEX TANK APPROX 369 CAPACITY			
	304 FIRE ATTACK TANK WITH OPTIONAL SECONDARY HOOK FOR NOZZLE.	1	166,958.20	166,958.20
	EXTRA LABOR FOR SECONDARY HOOK INSTALLATION	20	110.00	2,200.00
	LABOR	45	110.00	4,950.00
	ESTIMATED SHIPPING	1	1,000.00	1,000.00
	ESTIMATED TAX	1	10,000.00	10,000.00
	MISC	1	500.00	500.00
	RECORDS	3	110.00	330.00
		TOTAL	\$	185,938.20

THE ABOVE QUOTE HAS BEEN PREPARED AIRCRAFT SIGHT UNSEEN AND SHOULD BE CONSIDERED BUDGETARY ONLY. POSSIBLE EXTRAS:

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The above estimate should be used as a budgetary tool only. Any hidden damage found during dimensional checks and preliminary inspections shall be considered as Additional Work Required (AWR) and will be quoted separately for customers approval. *** The Customer is responsible for shipping / handling fees, and taxes ***

payment schedule.

Signature: _____ Date: _____.

The above quote was prepared by Jeffrey Teubner, VP of Quality & Technical Operations

THANK YOU FOR YOUR BUSINESS

EXHIBIT B

PAYMENT ARRANGEMENTS First Amendment Compensation upon Completion

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$340,000.00.
- B. Additional efforts and cost reimbursements within the scope of **EXHIBIT A** that exceed \$340,000.00 may be authorized by the Fire Chief or designee at the same rate per unit as defined in **EXHIBIT A**. Additional efforts and costs reimbursement must be approved in advance by the Fire Chief or designee. The total amount of this contingency fund is not to exceed 10% of the Agreement amount or **\$34,000.00**. In no event shall the COUNTY be liable for the cost of any changes or additions to the services being performed under this Agreement unless approved in advance and in writing by the Fire Chief or designee. In no event shall the total contract amount exceed **\$374,000.00**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- D. CONTRACTOR may invoice separately for the parts required to complete the work in **EXHIBIT A**, prior to performing the maintenance and repairs on the equipment, once the parts are ordered and actual costs are identified. CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the parts ordered. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the item(s) ordered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- F. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.