

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

ApexHeli Oregon, Inc.  
89060 Condon Creek Rd,  
Florence, OR, 97439

**FIRST AMENDMENT  
TO  
CONTRACT NO. 06119  
AIR CHARTER SERVICES**

This First Amendment (“Amendment”) to Contract No. 06119 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and ApexHeli Oregon, Inc., a foreign profit corporation (“Contractor”) and is dated as of January 17, 2023.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 06119 for Air Charter Services dated effective as of May 1, 2020 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **ECONOMIC PRICE ADJUSTMENT.** Per Master Contract section 3.3 Economic Adjustment, the prices set forth in Exhibit B of the master contract are increased by 10.17%. Price worksheet is hereby amended by deleting the exiting Appendix B in its entirety and inserting the Attached Appendix B – Price Worksheet, which authorizes price increases by the percentages listed above.

- 2. **PRODUCT ADDITION.** The following services are added to Exhibit B Prices for Services.

|                 |                     |         |
|-----------------|---------------------|---------|
| Airbus          | AS3508 Astar        | N127AB  |
| F550 Fuel Truck | 800 Gallon Capacity | T624403 |

- 3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

- 4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**APEXHELI OREGON, INC.**  
**A FOREIGN PROFIT CORPORATION**

By: Byron DeVries  
Name: Byron DeVries  
Title: President  
Date: 01/23/2023

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Tim Foitzik  
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: 1/17/2023

**External Load**

| <b>Aircraft Brand</b> | <b>Aircraft Make/Model</b> | <b>Aircraft Number</b> | <b>Maximum Hook Weight</b> | <b>External Load Transport Hourly Rate</b> | <b>Wet Hourly Rate w/Pilot</b> | <b>Dry Charter Hourly Rate w/one Pilot</b> |
|-----------------------|----------------------------|------------------------|----------------------------|--|--------------------------------|--|
| Airbus                | AS3508 Astar               | N544AS                 | 3086 LBS                   | \$2,148.32                                 | \$2,038.15                     | \$1,927.98                                 |
| Airbus                | AS3508 Astar               | N127AB                 | 3086 LBS                   | \$2,148.32                                 | \$2,038.15                     | \$1,927.98                                 |
| Bell                  | B206B-3 Jetranger          | N24TV                  | 1500 LBS                   | \$1,377.13                                 | \$1,266.96                     | \$1,156.79                                 |

**Fire Protection**

| <b>Aircraft Brand</b> | <b>Aircraft Make/Model</b> | <b>Aircraft Number</b> | <b>Water/Flame Retardant</b> | <b>External or Internal</b> | <b>Description</b> | <b>Wet Hourly Rate w/Pilot</b> | <b>Dry Charter Hourly Rate w/one Pilot</b> |
|-----------------------|----------------------------|------------------------|------------------------------|-----------------------------|--------------------|--------------------------------|--|
| Airbus                | AS350B3 Astar              | N544AS                 | 180 USG                      | External                    | Water Bucket       | \$2,148.32                     | \$2,038.15                                 |
| Airbus                | AS350B3 Astar              | N127AB                 | 180 USG                      | External                    | Water Bucket       | \$2,148.32                     | \$2,038.15                                 |
| Bell                  | B206B-3 Jetranger          | N24TV                  | 96 USG                       | External                    | Water Bucket       | \$1,266.96                     | \$1,156.79                                 |

**Animal Capture**

| <b>Aircraft Brand</b> | <b>Aircraft Make/Model</b> | <b>Aircraft Number</b> | <b>Wet Hourly Rate w/Pilot</b> | <b>Co-Pilot Hourly Rate</b> | <b>Dry Charter Hourly Rate w/one Pilot</b> |
|-----------------------|----------------------------|------------------------|--------------------------------|-----------------------------|--|
| Airbus                | AS350B3 Astar              | N544AS                 | \$2,148.32                     | \$82.63                     | \$2,038.15                                 |
| Airbus                | AS350B3 Astar              | N127AB                 | \$2,148.32                     | \$82.63                     | \$2,038.15                                 |
| Bell                  | B206B-3 Jetranger          | N24TV                  | \$1,266.96                     | \$82.63                     | \$1,156.79                                 |

| Additional Services              |   |                 |            |             |                         |                                     |
|----------------------------------|---|-----------------|------------|-------------|-------------------------|-------------------------------------|
| Aircraft Brand                   | Aircraft Make/Model   | Aircraft Number | Services   | Description | Wet Hourly Rate w/Pilot | Dry Charter Hourly Rate w/one Pilot |
| Airbus                           | AS350B3 Astar   | N544AS          | All Other  | Flight hour | \$2,038.15              | \$2,038.15                          |
| Airbus                           | AS350B3 Astar   | N127AB          | All Other  | Flight hour | \$2,038.15              | \$2,038.15                          |
| Bell                             | B206B-3 Jetranger   | N24TV           | All Other  | Flight hour | \$1,156.79              | \$1,156.79                          |
| Service                          | Description   | Unit            | Price      |             |                         |                                     |
| Stand By                         | Stand By Rates  | Per Person      | \$165.26   |             |                         |                                     |
| F450 Fuel Truck                  | 400 Gallon Capacity   | Per mile        | \$2.72     |             |                         |                                     |
| F550 Fuel Truck                  | 800 Gallon Capacity   | Per mile        | \$3.53     |             |                         |                                     |
| Fuel Trailer                     | 700 Gallon Capacity   | Per mile        | \$3.53     |             |                         |                                     |
| C4500 Fuel Truck                 | 800 Gallon Capacity   | Per mile        | \$3.53     |             |                         |                                     |
| Heli-Torch w/o product           | Equipment & Crew to include batch truck, torch and crew for loading                         | Per day         | \$1,322.04 |             |                         |                                     |
| Heli-Torch product               | Product for the Heli-Torch  | @ cost          | @ cost     |             |                         |                                     |
| Seeding / Fertilizer w/o product | Equipment & Crew to include Seeder & 1 crew for loading seeder.                             | Per day         | \$1,322.04 |             |                         |                                     |
| Seeding / Fertilizer product     | Seed or Fertilizer  | @ cost          | @ cost     |             |                         |                                     |
| Support Vehicle                  | Truck & Trailer cargo or flatbed trailer to haul additional equipment if needed for project | Per mile        | \$2.72     |             |                         |                                     |

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**SECOND AMENDMENT  
TO  
CONTRACT NO. 06119  
AIR CHARTER SERVICES**

This First Amendment (“Amendment”) to Contract No. 06119 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and ApexHeli Oregon, Inc., a Foreign Profit Corporation (“Contractor”) and is dated as of May 1<sup>st</sup>, 2023.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 06119 for Air Charter Services dated effective as of May 1, 2020 (“Contract”).
- B. The Parties previously amended the Contract (1) time
  - a. Amendment 1, effective May 1, 2022. Economic Price Adjustment. Per Master Contract section 3.3 Economic Adjustment, the prices set forth in Exhibit B of the master contract are increased by 10.17%. Price worksheet is hereby amended by deleting the exiting Appendix B in its entirety and inserting the Attached Appendix B – Price Worksheet, which authorizes price increases by the percentages listed above.
- C. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **ECONOMIC PRICE ADJUSTMENT.** Exhibit B – Prices for Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services to increase by 21.3% from the previous set price.
- 2. **PRODUCT ADDITION.** The following services are added to Exhibit B Prices for Services.
- 3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**APEXHELI OREGON, INC.**  
**A FOREIGN PROFIT CORPORATION**

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Byron DeVries  
Name: Byron DeVries  
Title: President  
Date: 06/06/2023

By: Tim Foitzik  
Name: Tim Foitzik  
Title: Procurement Strategist  
Date: 6/9/2023

**External Load**

| <b>Aircraft Brand</b> | <b>Aircraft Make/Model</b> | <b>Aircraft Number</b> | <b>Maximum Hook Weight</b> | <b>External Load Transport Hourly Rate</b> | <b>Wet Hourly Rate w/Pilot</b> | <b>Dry Charter Hourly Rate w/one Pilot</b> |
|-----------------------|----------------------------|------------------------|----------------------------|--|--------------------------------|--|
| Airbus                | AS3508 Astar               | N544AS                 | 3086 LBS                   | \$2,605.91                                 | \$2,472.27                     | \$2,338.63                                 |
| Bell                  | B206B-3 Jetranger          | N24TV                  | 1500 LBS                   | \$1,670.45                                 | \$1,536.82                     | \$1,403.18                                 |

**Fire Protection**

| <b>Aircraft Brand</b> | <b>Aircraft Make/Model</b> | <b>Aircraft Number</b> | <b>Water/Flame Retardant</b> | <b>External or Internal</b> | <b>Description</b> | <b>Wet Hourly Rate w/Pilot</b> | <b>Dry Charter Hourly Rate w/one Pilot</b> |
|-----------------------|----------------------------|------------------------|------------------------------|-----------------------------|--------------------|--------------------------------|--|
| Airbus                | AS350B3 Astar              | N544AS                 | 180 USG                      | External                    | Water Bucket       | \$2,605.91                     | \$2,472.27                                 |
| Airbus                | AS350B3 Astar              | N127AB                 | 180 USG                      | External                    | Water Bucket       | \$2,605.38                     | \$2,472.16                                 |
| Bell                  | B206B-3 Jetranger          | N24TV                  | 96 USG                       | External                    | Water Bucket       | \$1,536.82                     | \$1,403.18                                 |

**Animal Capture**

| <b>Aircraft Brand</b> | <b>Aircraft Make/Model</b> | <b>Aircraft Number</b> | <b>Wet Hourly Rate w/Pilot</b> | <b>Co-Pilot Hourly Rate</b> | <b>Dry Charter Hourly Rate w/one Pilot</b> |
|-----------------------|----------------------------|------------------------|--------------------------------|-----------------------------|--|
| Airbus                | AS350B3 Astar              | N544AS                 | \$2,605.91                     | \$100.23                    | \$2,472.27                                 |
| Airbus                | AS350B3 Astar              | N127AB                 | \$2,605.38                     | \$100.23                    | \$2,038.15                                 |
| Bell                  | B206B-3 Jetranger          | N24TV                  | \$1,536.82                     | \$100.23                    | \$2,468.56                                 |

**Additional Services**

| <b>Aircraft Brand</b> | <b>Aircraft Make/Model</b> | <b>Aircraft Number</b> | <b>Services</b> | <b>Description</b> | <b>Wet Hourly</b> | <b>Dry Charter Hourly</b> |
|-----------------------|----------------------------|------------------------|-----------------|--------------------|-------------------|---------------------------|
|-----------------------|----------------------------|------------------------|-----------------|--------------------|-------------------|---------------------------|

|  |  |             |              |             | Rate<br>w/Pilot | Rate<br>w/one<br>Pilot |
|--|--|-------------|--------------|-------------|-----------------|------------------------|
| Airbus                                 | AS350B3 Astar  | N544AS      | All Other    | Flight hour | \$2,472.27      | \$2,472.27             |
| Bell                                   | B206B-3 Jetranger  | N24TV       | All Other    | Flight hour | \$1,403.18      | \$1,403.18             |
| <b>Service</b>                         | <b>Description</b>   | <b>Unit</b> | <b>Price</b> |             |                 |                        |
| Stand By                               | Stand By Rates   | Per Person  | \$200.45     |             |                 |                        |
| F450 Fuel Truck                        | 400 Gallon<br>Capacity   | Per mile    | \$3.30       |             |                 |                        |
| Fuel Trailer                           | 700 Gallon<br>Capacity   | Per mile    | \$4.28       |             |                 |                        |
| C4500 Fuel Truck                       | 800 Gallon<br>Capacity   | Per mile    | \$4.28       |             |                 |                        |
| Heli-Torch w/o<br>product              | Equipment & Crew<br>to include batch<br>truck, torch and<br>crew for loading                               | Per day     | \$1,603.63   |             |                 |                        |
| Heli-Torch<br>product                  | Product for the<br>Heli-Torch  | @ cost      | @ cost       |             |                 |                        |
| Seeding /<br>Fertilizer w/o<br>product | Equipment & Crew<br>to include Seeder &<br>1 crew for loading<br>seeder.                                   | Per day     | \$1,603.63   |             |                 |                        |
| Seeding /<br>Fertilizer product        | Seed or Fertilizer   | @ cost      | @ cost       |             |                 |                        |
| Support Vehicle                        | Truck & Trailer<br>cargo or flatbed<br>trailer to haul<br>additional<br>equipment if<br>needed for project | Per mile    | \$3.30       |             |                 |                        |