

Section 5.1 is deleted and the following inserted in its place:

5.1 Payment Schedule

In consideration of the Type 1 Twin Turbine Tanked Helicopter services to be provided, the State shall pay the Contractor on a semi-monthly basis. Contractor shall submit invoices to begin the payment process.

Aircraft Make	Model	FAA "N" Number	Flight Rate per Hour	Daily Availability (Dry Rate)
Boeing	CH-47D	N588AJ	\$10,049.20	\$38,769.25

The following rates have been predetermined by the State:

- Extended Standby Rate for a maximum of eight (8) persons (beyond 9-hour Daily Standby, not to exceed 14 hours and does not compensate mechanics for routine maintenance after shift has ended): **\$66.00** per person/per hour
- Fuel Service Vehicle (FSV) Mileage Rate: **\$5.50** per mile
- Additional Service Vehicle Mileage Rate: **\$3.50** per mile
- Remain Overnight (RON) reimbursed at federal GSA domestic per diem rate(s)
- Per Diem reimbursed at federal GSA domestic per diem rate(s)

Section 9.2 is deleted and the following inserted in its place:

9.2 Contractor agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all third-party claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the negligence of State, under this Contract. Notwithstanding any other provision of this Section, the State shall have no right of indemnification against Contractor for any claim arising out of injury to or death of a Contractor employee who is covered under any applicable workers' compensation statute.

Sections 12.2, 12.3, 12.4, and 12.5 are deleted and the following inserted in their place:

12.2 Primary Insurance

To the extent of the indemnity obligations expressly assumed by Contractor hereunder, each party agrees that Contractor's insurance policies required under this contract shall be primary to the other party's insurance and the other party's insurance shall likewise be noncontributing.

12.3 Specific Requirements for Commercial General Liability

Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$4,000,000** per occurrence and **\$8,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

12.4 Specific Requirements for Automobile Liability

Contractor shall purchase and maintain coverage with split limits of **\$500,000** per person (personal injury), **\$1,000,000** per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

12.5 Aircraft/Aerial Operations Liability Insurance

The aircraft liability insurance coverage is required as follows:

- Aircraft Liability Insurance: **\$2,000,000**
- Commercial General Liability Insurance (Aviation General Liability): **\$2,000,000”**

The following section 12.6 is inserted, and former sections 12.6 and 12.7 are deleted and the following section 12.7 and 12.8 inserted in their place:

12.6 Additional Insured

State shall be named as an additional insured in each of Contractor’s liability policies required under this contract to the extent that the loss or claim in question is caused by the Contractor’s negligence in its performance of services contemplated by this contract, and to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Contractor under this contract, it being the express intent and understanding of the parties that, up to specified limits, additional insured status is provided hereunder as a support to performance of Contractor’s expressly assumed, covered indemnity obligations hereunder.

12.7 Deductibles and Self-Insured Retentions

Any deductible or self-insured retention relating to Contractor is for the sole account of Contractor.

12.8 Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best’s rating of no less than A- indicating compliance with the required coverage’s, has been received by the State, PO Box 201601, Helena, MT 59620-1601. Contractor must notify the State immediately of any material change in insurance coverage, including but not limited to changes in limits, coverages, and status of policy.”

Section 17 is deleted and the following inserted in its place:

17. LIMITATION OF LIABILITY

17.1 Cap on Damages

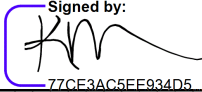
Contractor's total cumulative liability to the State for all claims arising out of or related to this contract, whether based on contract, tort, strict liability, or any other legal theory, shall not exceed the total compensation paid or payable to Contractor under this contract. For purposes of this section, "total compensation paid or payable" means the aggregate of all amounts actually paid and all amounts due and payable to Contractor as of the date on which the claim arises.


17.2 Damages Exclusion

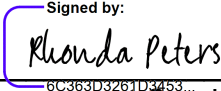
Neither party shall be liable to the other for any punitive, consequential, special, exemplary, incidental, or indirect damages arising out of or related to this contract — meaning loss of profit, loss of revenue, loss of use, and business interruption — regardless of whether such damages are based on contract, tort, strict liability, or any other legal theory, and regardless of whether such party has been advised of the possibility of such damages. The State's waiver under this section shall not extend to any amounts owed to Contractor under this contract, including any earned daily availability fees or flight compensation due and unpaid as of the date of a claim."

The effective date of this Amendment #2 is the last day of signing by all parties.

This Amendment #2 consists of 4 pages. A scanned copy or facsimile copy of the original has the same force and effect as the original document.

5/13/2026
Date _____ By:  _____
Signature
Contractor's Authorized Representative

5/14/2026
Date _____ By:  _____
Signature
Department of Natural Resources & Conservation

5/12/2026
Date _____ BY:  _____
State Procurement Services Division