

Contract #: _____

CONTRACT ROUTING SHEET

Date Prepared: 04/24/2012

Need Date: 04/25/2012

PROCESSING DEPARTMENT:

Department: CAO

Dept. Contact: Vickie

Phone #: 7538

Department _____

Head Signature: _____

CONTRACTOR:

Name: Erickson Air-Crane

Address: 5550 SW Macadam Ave, Ste 200

Portland, OR

Phone: _____

CONTRACTING DEPARTMENT: CAO

Service Requested: Air-Crane Services on the Rubicon Trail

Contract Term: 05/01/2012-08/01/2012 Contract/Amendment Value: \$300,000.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 4-24-12 By: [Signature]

Approved: Disapproved: Date: _____ By: _____

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: _____ By: _____

Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: Disapproved: Date: _____ By: _____

Approved: Disapproved: Date: _____ By: _____

HELICOPTER SERVICES AGREEMENT

This Helicopter Services Agreement (this “**Agreement**”) is by and between Erickson Air-Crane Incorporated, a Delaware Corporation with offices at 5550 SW Macadam Avenue, Suite 200, Portland, Oregon (“**Erickson**”) and County of El Dorado with offices at 330 Fair Lane, Placerville, California 95667 (“**Customer**”).

If not otherwise defined, all capitalized terms in this Agreement have the meanings and definitions given to them in Schedule A, attached to this Agreement. This Agreement and Schedule A are and will be construed as a single instrument.

Erickson and Customer agree as follows:

1. SERVICES

1.1. Erickson agrees to provide and operate the Helicopter for Customer and perform, at the reasonable direction of Customer, the Services as defined in Schedule A in accordance with the terms and conditions set forth in this Agreement.

2. PRICE; PAYMENT TERMS

- 2.1. In consideration of Erickson’s Services, Customer agrees to pay Erickson the Minimum Contract Price and any other applicable fees listed in Schedule A (collectively, the “**Contract Fee**”).
- 2.2. Any changes to the Services must be mutually agreed upon and Erickson may adjust the Contract Fee accordingly.
- 2.3. All pricing and fees listed in this Agreement and in Schedule A are listed in U.S. Dollars, unless stated otherwise.
- 2.4. **Taxes.** Customer shall pay all applicable sales or excise taxes.
- 2.5. **Invoicing.** Within ten (10) days following the earlier of (i) completion of the Services or (ii) the end of the month during which Services are being provided, Erickson shall provide an invoice to the Customer setting forth amounts due under the terms of this Agreement (the “**Invoice**”).
- 2.6. **Payment Terms.** Payment is due to Erickson from the Customer thirty (30) days from the Invoice date.
- 2.7. **Late Payment.** Payments received after the due date may be subject to a charge of 1½% per month at Erickson’s discretion.

3. ERICKSON’S RESPONSIBILITIES

- 3.1. **Personnel.** Erickson shall provide qualified pilots and ground support crew and equipment as required for the Helicopter.
- 3.2. **Management of the Helicopter.** The working schedule for Erickson’s crew shall be established by Erickson, and the crew shall remain under the exclusive management and supervision of Erickson during performance of the Services. Erickson will work closely with Customer to provide the Services in accordance with Customer’s job schedule.
- 3.3. **Rigging.** Erickson shall provide its standard helicopter rigging which includes either: (a) four 40’ cables (two on each end of a 6’ spreader bar), with electric release hooks that are controlled by the pilot; or (b) an appropriate length long-line (“**Helicopter Rigging**”).
- 3.4. **Permits.** Erickson shall obtain the necessary Federal Aviation Administration (“**FAA**”) permits and approval for the Services.
- 3.5. **Worker’s Compensation.** Erickson shall provide and maintain worker’s compensation coverage for its employees and shall comply with all applicable laws and regulations respecting the employment and payment of labor, including where applicable the (i) Federal Wage and Hour Act; (ii) Civil Rights Act of 1964 and Executive Order 11246 (Equal Employment Opportunity); and (iii) Immigration Reform and Control Act of 1986.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Customer shall comply with all applicable requirements of the following documents, which can be accessed on Erickson’s [website](#) or through the hyperlinks below:
 - 4.1.1. Site Inspection Sheet (available [here](#));
 - 4.1.2. Customer Checklist (available [here](#));

9. MATERIAL BREACH; CANCELLATION

- 9.1. If Customer materially breaches this Agreement and fails to cure within a reasonable time, or if Customer cancels the Services without good cause, then Customer shall pay:
- 9.1.1. The Mobilization Fee, if the Helicopter arrives at the Job Site ready for work and thereafter does not commence performance of the Services;
 - 9.1.2. The Mobilization Fee plus a pro-rata proportion of the Minimum Contract Price based on work completed, if performance of the Services has been commenced; or
 - 9.1.3. A cancellation fee in the amount of 20% of the Minimum Contract Price, if Customer materially breaches or cancels within 21 days before the Start Date but prior to the arrival of the Helicopter at the Job Site.

10. INDEMNITY AND INSURANCE

- 10.1. Erickson shall indemnify, defend and hold harmless Customer, its successors and permitted assigns, and any of Customer's affiliates, officers, directors, employees, agents and subcontractors from and against all liability, loss, damage, cost and expense (including reasonable attorneys' fees) caused by, arising out of or resulting from (i) any breach of any of the representations, warranties, covenants or agreements made by Erickson under this Agreement; or (ii) any negligent acts or omissions or willful misconduct of Erickson, its directors, officers, employees, agents, contractors, subsidiaries, parents, affiliates or those acting under any of them.
- 10.2. Customer shall indemnify, defend and hold harmless Erickson, its successors and permitted assigns, and any of Erickson's affiliates, officers, directors, employees, agents and subcontractors from and against all liability, loss, damage, cost and expense (including reasonable attorneys' fees) caused by, arising out of or resulting from (i) any breach of any of the representations, warranties, covenants or agreements made by Customer under this Agreement (including, but not limited to, Customer's Responsibilities listed in Section 4 of this Agreement); (ii) any loss of or damage to property on the ground at and immediately adjacent to the Job Site caused by downwash from the helicopter rotors, except to the extent caused by Erickson's gross negligence or willful misconduct; (iii) any loss of or damage to the Cargo or to the Delivery Site, caused by the inadequacy of Customer's rigging or preparation or caused by any pre-existing condition of the Delivery Site; or (iv) any negligent acts or omissions or willful misconduct of Customer, its directors, officers, employees, agents, contractors, subsidiaries, parents, affiliates co-venturers or those acting under any of them.
- 10.3. A party intending to make a claim for indemnification ("**Indemnified Party**") other than in respect of a Third Party Claim (as defined in Section 10.4 below) shall provide the other party ("**Indemnifying Party**") with written notice of the claim (the "**Claim**"). The Indemnifying Party shall have 30 days to investigate the Claim. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree within the 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of the Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim. If the Indemnified Party and the Indemnifying Party do not agree within such period (or any mutually agreed upon extension thereof), the parties shall submit the dispute to an arbitrator for resolution.
- 10.4. The Indemnified Party shall notify the Indemnifying Party in writing as soon as is reasonably practicable after being informed in writing that facts exist which may result in a claim, where a right of indemnification may apply, that originates from a person other than the Indemnified Party ("**Third Party Claim**"). Such notice shall be accompanied by a statement of all material details and circumstances relating to the Third Party Claim within the knowledge of the Indemnified Party.
- 10.5. Erickson maintains and shall maintain during performance of the Services, Comprehensive Aircraft Liability Insurance with a limit of five million dollars (\$5,000,000). Certificates verifying this coverage are available to Customer, upon request. Customer maintains and shall maintain during performance of the Services, Comprehensive General Liability Insurance with a combined single limit of not less than USD \$1,000,000 per occurrence in excess of its deductible and/or self insured retention. Certificates verifying this coverage shall be made available to Erickson, upon request.

Schedule A to Erickson Air-Crane's Helicopter Services Agreement

1. Services (collectively the "Services"):

Type of Lift (Select all that apply):

HVAC ; Power Line ; Pipe Line ; Antenna Tower ; Ski Lift ; Hydro-mulch ;
Wind/Blades ; Structural Steel ; Shelter ; Rock/Concrete Bucket ; Drill Rig ;
Heavy Machinery ; Other -

Job Title: Rubicon Trail Material Hauling

Maximum Weight: 13,900 Lbs

Job Site Address: Loon Lake, California

Start Date: May 20, 2012 ("Start Date"), or May 21, 2012 if weather delays. If customer delayed, Project delay rate shall apply.

Finish Date: May 23, 2012 ("Finish Date"), or May 24, 2012 if weather delays. If customer delayed, Project delay rate shall apply.

2. Make and Model of Helicopter: An Erickson (Sikorsky) S-64 Air crane of Erickson's choice (the "Helicopter")

3. Materials and Equipment: Standard

4. Pricing and Fees (collectively, the "Contract Fee"):

Minimum Contract Price \$300,000 ("Minimum Contract Price") which includes:

- Mobilization/Demobilization: \$ 48,000 ("Mobilization Fee")
- Number of Hours: 24 hours, \$252,000
 - \$10,500/hour for additional flight time
- Number of Days: 4 days availability,
 - 5 days availability if weather delays
 - Price per additional Day: See "Project Delay" below

Customer agrees to pay the Minimum Contract Price in the following amounts and on the following schedule:

- Within five (5) business days of the execution of this Agreement, Customer shall pay the Mobilization Fee (\$48,000).
- Customer shall pay the remaining balance of the Minimum Contract Price in accordance with Section 2 of this Agreement.

Aborts: If the Cargo is damaged during delivery or does not set properly because of the negligence of Customer, Customer shall pay flight time associated with the aborted load at hourly rate of \$10,500/hr in addition to Daily Rate.

Project Delay: If the Services are delayed by Customer after the Helicopter arrives to the Job Site, Customer shall pay \$21,000 for each day beyond the Finish Date.



**ERICKSON AIR-CRANE
INCORPORATED**

SITE INSPECTION SHEET

Project _____

Inspection Date: _____

Laydown Area:

Flight Path:

Roof/Delivery Site:

Rigging:

Remarks:

Customer Representative / Date

Erickson Air-Crane Inc. Representative / Date

THE INFORMATION CONTAINED IN THIS DOCUMENT IS THE PROPERTY OF ERICKSON AIR-CRANE. IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SUPPLIED NOR MAY INFORMATION CONTAINED IN IT BE DISCLOSED TO UNAUTHORIZED PARTIES. IT SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION IN WRITING FROM ERICKSON AIR-CRANE.

Page 1 of 1

EAC Form No

6304

Revision Level

1

Revision Date

25 April 2011

Initial Release

unknown

DRAFT 12-0506 A 5 of 10



CUSTOMER CHECK LIST

Erickson Air-Crane wants to do a good job for you. We will appreciate your cooperation in advance of our arrival by complying with this checklist.

PREPARATIONS FOR THE LIFT JOB

- A. **SAFETY:** Customer must review OSHA regulation for helicopter operations and brief all persons involved with the external load operation. All personnel shall use hardhats with chinstraps, eye protection, hearing protection, and gloves. Erickson will conduct a safety briefing on FAA guidelines for helicopter operations before the operation begins.
- B. Customers are encouraged to watch the Erickson safety and set-up information video titled “Helicopter Lift Preparation”. This video can be found at <http://www.ericksonaircrane.com/videos.php>
- C. **PERMITS:** Erickson will obtain the necessary aviation permits from the Federal Aviation Administration (FAA) or other local aviation authorities. Customer will obtain any other required permits for local authorities or agencies, such as road closures, public right of way crossings, etc.
- D. **LOCAL AGENCY CONTACTS:** Obtain applicable contact details including address, name, telephone & fax numbers for all emergency services for local jurisdiction of lift job. Reference “Planning Information List” attached.
- E. **SITE PREPARATIONS:** The wind or rotor wash generated by the helicopter rotors can be strong, the following safety precautions **MUST** be taken **BEFORE** the job can begin:
 - 1. All loose materials of any type within 200 ft of the pick site, set site and roof flight path, **MUST** be **REMOVED OR ADEQUATELY WEIGHTED DOWN**. For example: items that roll or slide easily, loose plastic sheeting or tarps, loose hoods, vents, boards, shingles, windows and other roofing materials must be covered, weighted down, or secured.
 - 2. Notify any other “trades” working in close proximity to the operational area to protect any of their loose materials in a similar manner.
 - 3. Unless a written and signed agreement is reached between Erickson and the customer, all rigging must be steel rigging.
 - 4. Remember when selecting a pick-up site we need an area approximately 200 feet by 200 feet. The site should be at least 75 feet away from the nearest building. When unloading units off the trucks, orient the units as they set on the roof.

5. Try to locate the pick-up site so the helicopter has a clear approach to the roof without having to over fly workers or equipment with the load.
6. Federal regulations prohibit workers not connected with the job from working the floor(s) directly beneath the flight path of the helicopter and areas where units or lifts are to be set.
7. If the pick site is sandy or dusty, the customer must thoroughly wet down the area before and during the lift operation.
8. Customer must notify the local law enforcement agency of the helicopter operation and provide Erickson with official's name and phone number.
9. Customer is responsible for controlling all ground vehicles, workmen, and pedestrian traffic at the job site, and for providing safe working space and conditions for Erickson's ground and flight operations.

F. GETTING THE UNITS READY:

1. All crating and packing materials must be removed from the units and the pick-up site prior to our arrival.
2. Be sure units are will clear of overhead obstructions such a power or phone lines, pipes, roof overhangs, or extension arms on transmission or other towers. (Helicopter length from main rotor tip to tail rotor is 88 feet; main rotor is 72 feet in diameter.
3. When units must be precision set: Number the unit (on the top and side) and number the curb or frame on the roof with the same number. Place the number on each (unit and curb) so that when the numbers are lined up, the unit is facing the proper direction for final connection.
4. Fill in the lift schedule as completely as possible and give a copy to the helicopter crew upon arrival.
5. When units must be precision set, the use of "guides" will greatly facilitate the placement of the units. Please contact your Erickson Representative for details.

G. ARRIVAL OF HELICOPTER

1. An Erickson Representative will call to advise the Customer of the estimated time of arrival of the helicopter.
2. Our Crew will inspect the pick-up site and setting site for loose materials. Safety dictates the **WE CANNOT WORK UNTIL THESE SITES ARE CLEARED OR SECURED!**

3. Our crew will hold a safety briefing with those persons responsible for attaching, detaching, and directing the loads in place.
4. In order for you to obtain maximum benefit from our helicopter, Erickson will conduct one (or more) briefings relating to the manner in which the helicopter work will be performed. Work will begin only when mutual agreement pertaining to the work is reached. Failure on the part of customer to cooperate with Erickson as provided for by this checklist shall give Erickson the right to (a) stop performance of the work until a safe solution is accepted by Erickson, or (b) leave the job, with Customer liable to Erickson for the mobilization fee as specifically provided for in the Helicopter Services Contract. In either (a) or (b) Erickson shall have no liability for consequential damages resulting there from.
5. A normal flight crew consists of two or three pilots and two signalmen, one at the pick site and one at the set site. Even though they are equipped with headsets and 2-way radios, more effective coordination will take place if both your pick site supervisor and set site supervisor each have a copy of the lift schedule.
6. Please provide the following number of personnel at the locations:
For HVAC or rooftop units,
 - a) Minimum of four (4) at the hook-up site.
 - b) Minimum of four (4) at the set site if the units weigh 10,000# or less,
 - c) Minimum of six (6) at the set site if the units weigh 10,000# or greater.

Other type of loads or factors such as, use of tag lines, removing loads from the roof, frequent rigging throughout the job, may require/dictate the necessity for a varied number of ground/roof personnel. Please consult with the EAC Project Coordinator to determine the appropriate personnel for your job.

H. LIFT SCHEDULE

This schedule must be completed and given to the pilot before the operation can begin.

HELPFUL HINTS

- A. When practical, schedule the lighter lifts first to prepare the ground crew for the heavier lifts.
- B. Develop a lift sequence so that your roof crew will move the shortest distance from the last unit set to the next unit. See diagram below.
- C. As the units arrive at the job, number the units on the side and place an arrow on the top and number of the curb (or frame, etc.) with the same number. Unload the units so they are positioned as though they were in place on the roof. Then when units are lifted and the arrows are lined up, the unit is facing the proper direction for final connection, placement, etc.

Lift #	Unit Type	Weight	Type Set Site	Lifting Points	Lift #	Unit Type	Weight	Type Set Site	Lifting Points
1					16				
2					17				
3					18				
4					19				
5					20				
6					21				
7					22				
8					23				
9					24				
10					25				
11					26				
12					27				
13					28				
14					29				
15					30				

	Yes	No
Is the roof clean? (loose materials within 300' secured)		
Is the pick site clean?		
Are the units spaced 10' apart at the pick site?		
Are the pick or set sites dusty? If yes, Erickson requires a water truck to control dust.		
Has your crew been briefed on OSHA regulations regarding helicopter operations?		

Thank you for your attention to these important matters. This will allow your project to be completed as planned.

Customer Signature

Date

Print Name



PLANNING INFORMATION LIST

To complete the Federal Aviation Administration (FAA) External-Load Operation Plan, the following information should be available upon our visit:

Drawings of the load(s) to be lifted: units, steel, curbs, poles, towers, equipment etc.

Site plans of the project area. One (1) unmarked, one (1) marked showing the proposed staging area, flight path and delivery site.

A local map of the surrounding area.

Address and phone number of project.

Contact: _____
Address: _____
Phone: () _____
Fax: () _____

Security (if applicable)
Contact: _____
Phone: () _____

General Contractor (if applicable)

Contact: _____
Address: _____
Phone: () _____
Fax: () _____
Cell: () _____

Address & Phone numbers of the following agencies (if applicable):

State Police/Highway Patrol:
Contact: _____
Address: _____
Phone: () _____
Fax: () _____

Local Police Department:
Contact: _____
Address: _____
Phone: () _____
Fax: () _____

Local Fire Department:
Contract: _____
Address: _____
Phone: () _____
Fax: () _____

Other Applicable Agency:
Contact: _____
Address: _____
Phone: () _____
Fax: () _____

Any other pertinent information:

Remarks:

This information will facilitate the safe and professional completion of your job. Thank you!