



# New Hampshire Fish and Game Department

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**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6500  
(603) 271-3421  
FAX (603) 271-1438

APR 20 16 AM 10:03 DAS

[www.WildNH.com](http://www.WildNH.com)  
e-mail: [info@wildlife.nh.gov](mailto:info@wildlife.nh.gov)  
TDD Access: Relay NH 1-800-735-2964

April 7, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Joe Brigham, Inc. of Pembroke, New Hampshire (Vendor Code 155648) in the amount of \$12,850.00 to carry out aerial stocking and water sample collection (acid rain analysis) of remote, high altitude trout ponds from Governor and Council approval through June 30, 2016. Funding is 75% Federal Funds, 25% Fish and Game Funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for state fiscal year 2016:

03 75 75 752020 2132– Inland Fisheries Management – Hatcheries	<u>FY 2016</u>
20-07500-21320000-020-500219 Current Expense	\$12,850.00

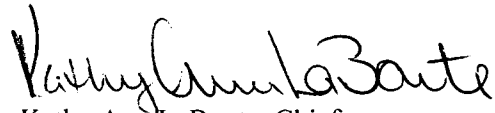
### EXPLANATION

This contract provides for aerial stocking and water sample collection (acid rain analysis) of remote, high altitude trout ponds. Each year NHFG stocks nearly 50 remote ponds with fingerling trout, and or obtains water samples from approximately ten (10) remote ponds as part of a continuing study concerning the effects of acid rain. This is accomplished by hiring the services of a specially equipped helicopter and pilot skilled in hazardous flying in mountainous country.

The Inland Fisheries Division has worked with Joe Brigham, Inc. since 1983. Joe Brigham, Inc. has experienced pilots and excellent equipment and has cornered the market providing this specialized service, expertise and experience required to fly and work over rough terrain in the White Mountains and other hazardous flying areas in New Hampshire. This vendor has previously provided this very specialized service required for aerial stocking and obtaining water samples for acid rain studies. A bid for these services was submitted through the Bureau of Purchase and Property in March 2016, Joe Brigham, Inc. was the only bidder.

Respectfully submitted,

  
Glenn Normandeau  
Executive Director

  
Kathy Ann LaBonte, Chief  
Business Division

Bid Page

Joe Brigham, Inc.  
720 Clough Mill Road  
Pembroke, NH 03275

\$950 hour

\$250 installation  
\$250 removal charge for the water tanks  
Provide their own fuel truck at landing sites

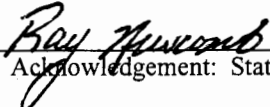
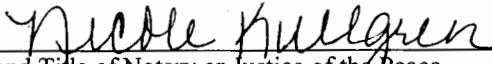
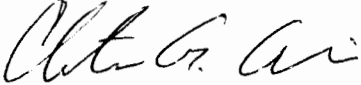
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

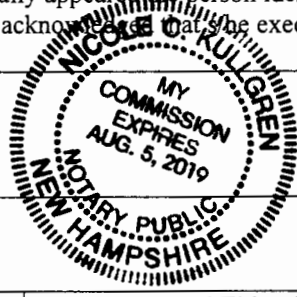
**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Joe Brigham, Inc.		1.4 Contractor Address 720 Clough Mill Road, Pembroke, NH 03275	
1.5 Contractor Phone Number 603-225-3134	1.6 Account Number 7500 21320000 020 0500219	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$12,850.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  Ray Newcomb President	
1.13 Acknowledgement: State of NH, County of Merrimack On 4/6/2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace  Nicole Kullgren, Notary			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory  Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 4/15/16			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

# NH FISH AND GAME DEPARTMENT

## Exhibit A

### Scope of Services

#### Specifications

- Contractor must provide an appropriate helicopter with an experienced pilot for the purpose of directly stocking fish and obtaining select water samples in forty-eight (48) remote ponds, under the direction of New Hampshire Fish and Game Department (NHFGD) fisheries personnel. The operation is to be completed the second week of June, within 16 hours, including pre-and post-event duties (e.g. set up, break down, cleaning).
- In addition to the helicopter and pilot, the contractor shall provide a fuel service truck at up to nine (9) landing sites located throughout central and northern New Hampshire, under the direction of NHFGD fisheries personnel.
- Contractor must supply an insulated, watertight fish transport/holding tank (dimensions 24"x24"x36" - approximately 20 gallons) equipped with an electrically-powered aerator for fish survival, as well as a flexible drain line with on/off capability and suitable length to extend beyond the helicopter's exterior.
- Approximately ten (10) water samples, to be collected by accompanying NHFGD representative from the rear passenger seat, are to be passed forward, stored, and maintained by the pilot as necessary during sortie(s).
- The operation requires a highly-experienced pilot to fly and work over mountainous terrain, including the White Mountains and other hazardous zones; particular sorties occur at upwards of 4,000 feet. Pilot will require specialized skills descending to and ascending from a liquid medium/pond surfaces in a short period of time, including isolated ponds in confined basins/deep chasms.
- Helicopter must be equipped with fixed floats for landing on water.
- Contractor must complete stocking in one day unless delay(s) occur due to inclement weather. In the event of associated delay(s), contractor must be prepared to absorb any associated cost due to meals and lodging.
- Contractor must cover all associated travel costs to starting destination in New Hampshire as well as cost to contractor's home destination.
- Anticipated sorties are available upon request.

Exhibit B

Method of Payment

Method of payment shall be as follows:

1. The owner of Joe Brigham, Inc. shall receive payment for services rendered in accordance with the following schedule:
  - a. Professional Services \$950.00/hr plus \$250.00 installation and \$250.00 removal charge for the water tank.
  - b. Total services not to exceed \$12,850.00 from the Fish and Game Department.
  - c. Payment will be made within thirty (30) days after completion of work or receipt of approved invoice, whichever is later.

Exhibit C

Special Provisions

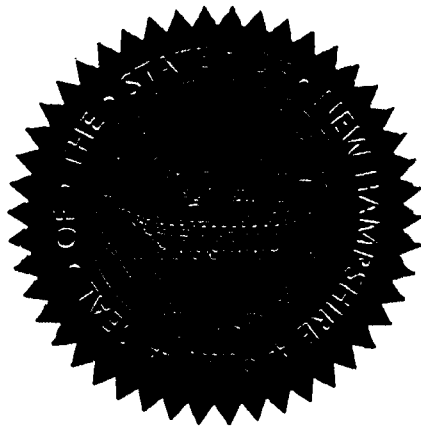
As of April 1, 2012 there is a Federal Excise Tax charge of 7.5% and a Segment fee of \$3.90/person/takeoff. This fee will not be charged if we receive a copy of your Exemption Certificate.



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOE BRIGHAM, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 10, 1983. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1<sup>st</sup> day of April, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, R. Matthew Cairns, Secretary of Joe Brigham, Inc. do hereby certify that:

1. I am the duly elected Secretary of Joe Brigham, Inc.
2. At the Annual Meeting on December 30, 2015, the Board authorized the President to execute contracts, applications and other necessary business documents for the Corporation including all contracts with the State of New Hampshire. The Board authorized the Vice President, in the absence of the President, to execute contracts, applications and other necessary business documents for the Corporation including all contracts with the State of New Hampshire. The Board authorized the Assistant Secretary, in the event that the Secretary is unavailable, to execute any documents requiring the signature of the Secretary.
3. Ray Newcomb is the duly appointed President and Kurt West is the duly appointed Senior Vice President of the Organization.
4. That authorization has not been altered or revoked as of this date.

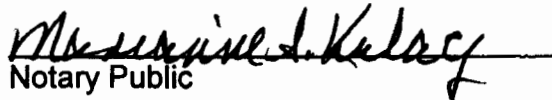
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Joe Brigham, Inc. this 5<sup>th</sup> day of April 2016.



R. Matthew Cairns, Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 5<sup>th</sup> day of April 2016, before me Marianne Kulacz, the undersigned officer, personally appeared R. Matthew Cairns, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Notary Public

MARIANNE S. KULACZ, Notary Public  
My Commission Expires April 3, 2018



# CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

11/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AirSure Limited 5601 Granite Parkway, Ste 860 Plano, TX 75024-6647	<b>CONTACT NAME:</b> Jay Scarbo			
	<b>PHONE (A/C. No. Ext):</b> T 972-980-0800	<b>FAX (A/C. No.):</b> F 214-705-6262		
<b>E-MAIL ADDRESS:</b> jscarbo@airsure.com				
<b>PRODUCER CUSTOMER ID #:</b>				
<b>INSURED</b> Joe Brigham, Inc. DBA JBI Helicopter Services 720 Clough Mill Road Pembroke, NH 03275	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>%</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Allianz Global Risks US Insurance Co		50	35300
	<b>INSURER B:</b> Starr Indemnity & Liability Company		50	38318
	<b>INSURER C:</b>			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			
<b>INSURER F:</b>				

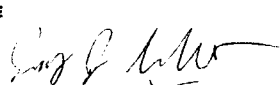
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>POLICY INFORMATION</b>		<b>CERTIFICATE NUMBER:</b> 27445785		<b>REVISION NUMBER:</b>	
<b>POLICY TYPE</b> INDUSTRIAL AID <input type="checkbox"/> PLEASURE & BUS <input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> NON-OWNED <input type="checkbox"/>			<b>LINE OF BUSINESS SUBCODE</b> AIRPLANE <input type="checkbox"/> HELICOPTER <input checked="" type="checkbox"/> MIXED FLEET <input type="checkbox"/> EXCESS <input checked="" type="checkbox"/> QUOTA SHARE <input type="checkbox"/> LIABILITY ONLY <input checked="" type="checkbox"/> HULL & LIABILITY <input type="checkbox"/> HULL ONLY <input type="checkbox"/>		

<b>AIRCRAFT INFORMATION</b>											
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YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER							

<b>AIRCRAFT COVERAGES</b>																									
<table border="1"> <tr> <th>INSURER LETTER</th> <th>POLICY NUMBER</th> <th>EFFECTIVE DATE</th> <th>EXPIRATION DATE</th> <th>ADDITIONAL INSURED? (Y/N)</th> <th>SUBROGATION WAIVED? (Y/N)</th> </tr> <tr> <td></td> <td>A2GA000749715AM &amp; SASICOM60005415</td> <td>12/1/2015</td> <td>12/1/2016</td> <td>Y</td> <td>N</td> </tr> </table>	INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)		A2GA000749715AM & SASICOM60005415	12/1/2015	12/1/2016	Y	N													
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)																				
	A2GA000749715AM & SASICOM60005415	12/1/2015	12/1/2016	Y	N																				
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<b>DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</b> -See Attached Remarks Schedule-
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<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Fish and Game Attn: Mr. Robert Fawcett 2 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (TX) Jay Scarbo
--	--

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**CERTIFICATE OF INSURANCE**  
**ADDENDUM (Schedule of Aircraft)**

DATE ISSUED  
**11/30/2015**

**NAMED INSURED:**

Joe Brigham, Inc.  
DBA JBI Helicopter Services  
720 Clough Mill Road  
Pembroke, NH 03275

**CERTIFICATE HOLDER:**

State of New Hampshire  
Department of Fish and Game  
Attn: Mr. Robert Fawcett  
2 Hazen Drive  
Concord, NH 03301

This is to certify that the following policy(s), subject to the terms, conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s), the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

<b>N Number</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial No.</b>	<b>Crew</b>	<b>Pax</b>	<b>Liability Limit</b>
N445JB	1971	Bell	206B3	619	1	4	\$25,000,000.00
N64JB	1978	Bell	206B	2437	1	4	\$25,000,000.00
N800JB	1979	Bell	206B	2832	1	4	\$25,000,000.00
N801JB	1979	Bell	206B III	2697	1	4	\$25,000,000.00
N803JB	1991	Bell	206B	4172	1	4	\$25,000,000.00
N868JB	2000	Bell	206 BIII	4534	1	4	\$25,000,000.00



AirSure Limited  
25548 Genesee Trail Road  
Golden, CO 80401

303-526-5300  
303-526-5303

**AIRSURE LIMITED. AVIATION ADDENDUM (Schedule of Aircraft)**

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY AirSure Limited		NAMED INSURED Joe Brigham, Inc. DBA JBI Helicopter Services 720 Clough Mill Road Pembroke, NH 03275	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 21      **FORM TITLE:** ACORD 21 ((12/09))

**HOLDER:** State of New Hampshire Department of Fish and Game

**ADDRESS:** Attn: Mr. Robert Fawcett 2 Hazen Drive Concord, NH 03301

Certificate Holder is included as an additional insured but only as respects operations of the Named Insured.

The insurance extended by this policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, handling or servicing of the aircraft by the Certificate Holder.

In the event of material change or cancellation of said policy(s), the Company(s) shall give ninety (90) days written notice to the certificate holder with the exception of a ten (10) day notice for non-payment of premium.



# CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AirSure Limited 5601 Granite Parkway, Ste 860 Plano, TX 75024-6647	<b>CONTACT NAME:</b> Jay Scarbo			
	<b>PHONE (A/C, No, Ext):</b> T 972-980-0800	<b>FAX (A/C, No):</b> F 214-705-6262		
<b>E-MAIL ADDRESS:</b> jscarbo@airsure.com				
<b>PRODUCER CUSTOMER ID #:</b>				
<b>INSURED</b> Joe Brigham, Inc. DBA JBI Helicopter Services 720 Clough Mill Road Pembroke, NH 03275	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>%</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Allianz Global Risks US Insurance Co		50	35300
	<b>INSURER B:</b> Starr Indemnity & Liability Company		50	38318
	<b>INSURER C:</b>			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**AIRPORT & FBO LIABILITY COVERAGES**      **CERTIFICATE NUMBER:** 27443230      **REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
	A2GA000749815AM & SASICOM600054015	12/1/2015	12/1/2016	Y	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
PREMISES LIABILITY		\$ 25,000,000.	BI EA PER EA OCC	\$	PD	
PREMISES MEDICAL PAYMENTS		\$ 25,000	EA PER	\$	EA OCC	
PRODUCTS LIABILITY	SALE OF FUEL & OIL	\$	BI EA PER	\$ 25,000,000.	AGGR	
	EXTENDED	\$ 25,000,000.	EA OCC			
COMPLETED OPERATIONS LIABILITY	EXTENDED	\$ 25,000,000.	BI EA PER	\$ 25,000,000.	AGGR	
		\$	EA OCC			
HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI	\$	EA AIRCRAFT	\$ 10,000,000.	EA OCC	
	IN FLIGHT	\$ 10,000,000.				
FIRE LEGAL LIABILITY		\$ 250,000	ANY ONE FIRE			
PERSONAL INJURY LIABILITY		\$ 25,000,000.	EA OCC	\$ 25,000,000.	AGGR	
ADVERTISING LIABILITY		\$ 25,000,000.	EA OCC	\$ 25,000,000.	AGGR	
CONTRACTUAL LIABILITY	<input checked="" type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
Auto -	Excess		\$ 9,000,000.	EA OCC	\$	
Comp-	Excess Employers Liability		\$ 9,000,000	EA OCC	\$	
			\$		\$	
			\$		\$	
			\$		\$	

**DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Certificate Holder is included as additional insured but only with respects operations of the Named Insured. Certificate Holder is not covered for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided. In the event of material change or cancellation of said policy(s), the Company(s) shall give ninety (90) days written notice to the certificate holder with the exception of a ten (10) day notice for non-payment of premium.

**CERTIFICATE HOLDER**

State of New Hampshire  
 Department of Fish and Game  
 Attn: Mr. Robert Fawcett  
 2 Hazen Drive  
 Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(TX) Jay Scarbo

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