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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

September 23, 2014

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

Sole Source

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a **sole source** amendment of an existing contract with Joe Brigham, Inc. d/b/a JBI Helicopter Services (VC #155648-B001), 720 Clough Mill Road, Pembroke, NH, in the amount of \$26,000.00, increasing the total contract amount from \$67,000.00 to \$93,000.00, to provide for scheduled maintenance, inspections of the State Police Bell 407 helicopter, and any repairs resulting from inspections, as well as for the Bell Helicopter Annual Re-Currency Pilot Training. The original contract was approved by Governor and Council September 9, 2009, Item #112B; the most recent renewal option was approved on June 19, 2013, Item #222. Effective upon Governor and Council approval through June 30, 2015. Funding source: 81% Highway/19% Turnpike.

Funds are SFY 2015 operating budget as follows:

02-23-23-234015-40060000	Dept. of Safety – Div. of State Police – Aircraft Traffic Surveillance	<u>FY 2015</u>
020-500235	Current Expenses – Vehicle Maintenance	\$26,000.00

Explanation

This amendment is **sole source** as the amount of the amendment is more than 10% of the original contract. This amendment will provide for continued scheduled maintenance, inspections of the State Police Bell 407 helicopter, and any repairs resulting from those inspections. Due to unanticipated repairs resulting from inspections during SFY 2014, it was necessary to adjust funding between fiscal years, as approved. The increase in the contract amount will ensure there are enough funds for any unforeseen maintenance that may be required during SFY 2015. Any unscheduled maintenance that is required will be billed at shop rate plus parts. This amendment will also provide for the two State Police pilots to complete the Bell Helicopter Annual Re-Currency Pilot Training. This training is conducted annually by Bell Helicopter at JBI's facility and the cost paid for each pilot's training is determined by the total number of pilots enrolled in the class.

The original contract was approved by Governor and Council September 9, 2009, Item #112B. The first renewal option was approved by Governor and Council on June 22, 2011, Item #335. The second renewal option was approved by Governor and Council June 19, 2013, Item #222.

It is the intent of the Department to bid out this service during first week of December 2014 so that a new contract will come into effect when this contract expires.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

Amendment

This agreement (hereinafter called the "Amendment") by and between the New Hampshire Department of Safety, Division of State Police (hereinafter referred to as the "State"), and Joe Brigham, Inc. d/b/a JBI Helicopter Services, 720 Clough Mill Road, Pembroke, NH (hereinafter referred to as the "Contractor").

Whereas pursuant to an agreement (hereinafter referred to as the "Contract"), in the amount of \$67,000.00, the contractor agreed to perform certain services upon the terms and conditions specified in the contract and consideration of payment by the New Hampshire Department of Safety of certain sums therein.

Whereas the contractor and the department have agreed to amend the contract in certain aspects;

Now therefore, the parties hereto do hereby agree as follows:

1. Amendment and Modification

The contract is hereby amended as follows:

A: Section 1.8 price limitation is changed from \$67,000.00 to \$93,000.00
Provision of maintenance and inspections of the State Police Bell 407 helicopter as well as the Bell Helicopter Annual Re-Currency Pilot Training.

2. Effective Date and Continuance

The amendment is effective upon Governor and Council approval. All other terms or conditions remain the same.

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.

Ray Newcomb, President
Ray Newcomb, President, JBI Helicopter Services

On 10/5/2014, 2014 personally appeared before me Ray Newcomb, whose identify I verified on the basis of picture ID, to be the signer of the above and he acknowledged that he signed it. Executed the foregoing instrument for the purposes therein contained. IN WITNESS THEREOF, I hereunto set my hand and official seal.

Donna J. Newcomb
Notary Public
My Commission expires: 5/8/19
Elizabeth Bielecki
NH Department of Safety Administration

Donna J. Newcomb, Notary Public
Name and Title of Notary Public

Approved by the Attorney General this 16 day of October, 2014.
[Signature]
Assistant Attorney General

Approved by the Governor and Council _____

Deputy Secretary of State

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, 1993. 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 24th day of April, A.D. 2014

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

William M. Gardner
Secretary of State


MINUTES OF MEETING OF
DIRECTORS OF JOE BRIGHAM, INC.
REGARDING EXECUTION OF STATE CONTRACTS

At the 2013 Annual Meeting of the Directors was held at the offices of JBI Helicopters, 720 Clough Mill Road, Pembroke, NH on January 2, 2014, the Board of Directors unanimously voted as follows:

Raymond Newcomb, President, or in his absence Kurt West, Vice President, is authorized to execute any and all contracts, applications and other necessary business documents for the corporation to do business with the State of New Hampshire in calendar year 2014.

A True Record

Attest:

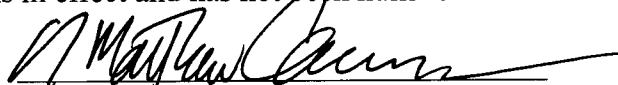


R. Matthew Cairns, Secretary

This Vote and Authorization remains in effect and has not been nullified.

September 22, 2014





R. Matthew Cairns, Secretary



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2013

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).

PRODUCER AirSure Limited 5800 Granite Parkway, #800 Plano, TX 75024-6647	CONTACT NAME: Jay Scarbo			
	PHONE (A/C, No., Ext.): T 972-980-0800	FAX (A/C, No.): F 214-705-6262		
E-MAIL ADDRESS: jscarbo@airsure.com				
PRODUCER CUSTOMER ID #:				
INSURED Joe Brigham, Inc. DBA JBI Helicopter Services 720 Clough Mill Road Pembroke, NH 03275	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A: National Union Fire Ins. Co of Pittsburgh, PA		50	
	INSURER B: Starr Indemnity & Liability Company		50	
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

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: 18449192		REVISION NUMBER:		
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
	AP379108505 & SASICOM600054013	12/1/2013	12/1/2014	Y	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
PREMISES LIABILITY		\$	BI EA PER	\$	PD	
PREMISES MEDICAL PAYMENTS		\$	EA OCC	\$	EA OCC	
PRODUCTS LIABILITY	SALE OF FUEL & OIL	\$	BI EA PER	\$	10,000,000.	AGGR
	EXTENDED	\$	EA OCC	\$	10,000,000.	AGGR
COMPLETED OPERATIONS LIABILITY	EXTENDED	\$	BI EA PER	\$	10,000,000.	AGGR
		\$	EA OCC	\$	10,000,000.	AGGR
HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI IN FLIGHT	\$	EA AIRCRAFT	\$	2,000,000.	EA OCC
FIRE LEGAL LIABILITY		\$	ANY ONE FIRE	\$		
PERSONAL INJURY LIABILITY		\$	EA OCC	\$	10,000,000.	AGGR
ADVERTISING LIABILITY		\$	EA OCC	\$	10,000,000.	AGGR
CONTRACTUAL LIABILITY	<input checked="" type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
Auto -	On-Airport Premises		\$	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 thirty (30) days written notice to the certificate holder with the exception of a ten (10) day notice for non-payment of premium.

CERTIFICATE HOLDER

New Hampshire Dept of Safety Support Services
 Division of State Police
 10 Hazen Drive
 Concord, NH 03305

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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ACORD 20 (2009/12)

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CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)

11/26/2013

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).

PRODUCER AirSure Limited 5800 Granite Parkway, #800 Plano, TX 75024-6647	CONTACT NAME: Jay Scarbo		
	PHONE (A/C No, Ext): T 972-980-0800 FAX (A/C, No): F 214-705-6262 E-MAIL ADDRESS: jscarbo@airsure.com PRODUCER CUSTOMER ID #:		
INSURED Joe Brigham, Inc. DBA JBI Helicopter Services 720 Clough Mill Road Pembroke, NH 03275	INSURER(S) AFFORDING COVERAGE	%	NAIC #
	INSURER A : National Union Fire Ins. Co of Pittsburgh, PA	50	
	INSURER B : Starr Indemnity & Liability Company	50	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		


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.

POLICY INFORMATION		CERTIFICATE NUMBER: 18450288		REVISION NUMBER:	
POLICY TYPE			LINE OF BUSINESS SUBCODE		
INDUSTRIAL AID	PLEASURE & BUS <input checked="" type="checkbox"/>	COMMERCIAL	AIRPLANE	HELICOPTER <input checked="" type="checkbox"/>	MIXED FLEET
NON-OWNED			LIABILITY ONLY	HULL & LIABILITY <input checked="" type="checkbox"/>	HULL ONLY
				EXCESS <input checked="" type="checkbox"/>	QUOTA SHARE

AIRCRAFT INFORMATION					
YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER	
TERRITORY: U.S., Canada, Mexico					

AIRCRAFT COVERAGES					
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y/N)	SUBROGATION WAIVED? (Y/N)
	AV379108405 & SASICOM60005413	12/1/2013	12/1/2014	Y	N
COVERAGE	OPTIONS		LIMIT	APPLIES TO	LIMIT
AIRCRAFT HULL	<input checked="" type="checkbox"/> Schedule Attached	<input checked="" type="checkbox"/> Deductibles:	\$ 2500. Rotors NIM		\$ 25,000. RIM
AIRCRAFT LIABILITY	<input checked="" type="checkbox"/>		\$ 10,000,000.	EA OCC EA PASS	\$ \$
MEDICAL PAYMENTS	<input checked="" type="checkbox"/> INCLUDING CREW EXCLUDING CREW		\$ 10,000.	EA PER	
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT
	Slung/Cargo		\$ 250,000.	EA OCC	\$
	Chemical Liability	<input checked="" type="checkbox"/> Respects:	\$ 500,000.	EA OCC/AGG	\$
		N445JB, N800JB and N801JB	\$		\$
			\$		\$
			\$		\$

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

CERTIFICATE HOLDER State of New Hampshire Department of Safety 33 Hazen Drive James H. Hayes Safety Building Concord, NH 03305	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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CERTIFICATE OF INSURANCE
ADDENDUM (Schedule of Aircraft)

DATE ISSUED
11/26/2013

NAMED INSURED:

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

CERTIFICATE HOLDER:

State of New Hampshire
Department of Safety
33 Hazen Drive
James H. Hayes Safety Building
Concord, NH 03305

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.

N Number	Year	Make	Model	Serial No.	Crew	Pax	Liability Limit
N445JB	1971	Bell	206B3	619	1	4	\$10,000,000.00
N64JB	1978	Bell	206B	2437	1	4	\$10,000,000.00
N800JB	1979	Bell	206B	2832	1	4	\$10,000,000.00
N801JB	1979	Bell	206B III	2697	1	4	\$10,000,000.00
N803JB	1991	Bell	206B	4172	1	4	\$10,000,000.00
N868JB	2000	Bell	206 BIII	4534	1	4	\$10,000,000.00



AirSure Limited
5800 Granite Parkway, #800
Plano, TX 75024-6647

303-526-5300
303-526-5303



ADDITIONAL REMARKS SCHEDULE

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))

CERTIFICATE HOLDER: State of New Hampshire Department of Safety
ADDRESS: 33 Hazen Drive James H. Hayes Safety Building Concord, NH 03305

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 thirty (30) days written notice to the certificate holder with the exception of a ten (10) day notice for non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2014

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.

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PRODUCER AirSure Limited 5800 Granite Parkway, #800 Plano, TX 75024-6647	CONTACT NAME: Jay Scarbo
	PHONE (A/C, No, Ext): T 972-980-0800 FAX (A/C, No): F 214-705-6262 E-MAIL ADDRESS: jscarbo@airsure.com
INSURED Joe Brigham, Inc. DBA JBI Helicopter Services 720 Clough Mill Road Pembroke, NH 03275	INSURER(S) AFFORDING COVERAGE
	INSURER A : The Ins. Co. of the State of Pennsylvania
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES

CERTIFICATE NUMBER: 20726761

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC025072481	7/7/2014	7/7/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Safety
 Division of State Police
 Support Services Bureau
 33 Hazen Drive
 Concord, NH 03305

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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ACORD 25 (2014/01)

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SP-FO-05-2013-02

Handwritten notes:
2/22/13
2/27/13
R 2/13



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

RQ# 137515

GAC # 222

06-19-2013

May 22, 2013

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

Requested Action

Authorize the Department of Safety, Division of State Police to exercise a two-year contract renewal option with Joe Brigham, Inc. d/b/a JBI Helicopter Services (VC #155648-B001), 720 Clough Mill Road, Pembroke, NH, not to exceed \$67,000.00, increasing the total contract amount from \$116,000.00 to \$183,000.00, to provide scheduled maintenance and inspections of the State Police Bell 407 helicopter as well as the Bell Helicopter Annual Re-Currency Pilot Training. The training is conducted by Bell Helicopter at JBI's facility and the cost is determined on the total number of pilots enrolled in the class. Any unscheduled maintenance requirements will be billed at shop rate plus parts. The original contract was approved by Governor and Council September 9, 2009, #112B. The first renewal option was approved by Governor and Council on June 22, 2011, #335. The extension will become effective upon Governor and Council approval from July 1, 2013, through June 30, 2015. Funding source: 81% Highway and 19% Turnpike.

Funds are expected to be available in the SFY 2014 and SFY 2015 operating budgets as follows contingent upon availability and continued appropriations with authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

02-23-23-234015-40060000 Dept. of Safety – Div. of State Police – Aircraft Traffic Surveillance	<u>FY 2014</u>	<u>FY 2015</u>
020-500235 - Current Expenses – Vehicle Maintenance	\$40,000.00	\$27,000.00

Explanation

This option to renew is based on the original contract selection. Ads for the original RFP (Request for Proposal) were placed in the Manchester *Union Leader* as well on the Administrative Services website pursuant to MOP 1600. Proposals were received from JBI Helicopters and Evergreen Helicopter Services, Inc. with JBI submitting the low bid. Evergreen is located in Rhode Island. After analysis of the costs that would be incurred in travel and man-power hours to take the helicopter to Rhode Island for repairs, it was deemed prudent to select JBI. In addition, Evergreen is not registered with the New Hampshire Secretary of State.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

Subject: State Police Bell 407 helicopter maintenance contract FY 2014-15

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Dept of Safety, Div of State Police		1.2 State Agency Address 33 Hazen Dr, Concord, NH 03305	
1.3 Contractor Name Joe Brigham, Inc. d/b/a JBI Helicopter Services		1.4 Contractor Address 720 Clough Mill Rd, Pembroke, NH 03275	
1.5 Contractor Phone Number (603) 225-3134	1.6 Account Number Pls see attached Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation Not to exceed \$67,000.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature <i>Ray Newcomb</i>		1.12 Name and Title of Contractor Signatory <i>Ray Newcomb, President</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/17/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in Block 1.12.			
Signature of Notary Public or Justice of the Peace <i>Thomas J. Newcomb</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Thomas J. Newcomb, Notary Public</i>			
1.14 State Agency Signature <i>[Signature]</i> 5-22-13		1.15 Name and Title of State Agency Signatory <i>John Beaudinore, Director of Administration</i>	
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) By: <i>[Signature]</i> On: <u>6/5/13</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials E
Date 5/15/13

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof, shall be

Contractor Initials B
Date 5-13-13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

Contractor Initials R
Date 5-13-13

EXHIBIT A
Bell 407 MAINTENANCE CONTRACT
July 1st, 2013 through June 30th, 2015

JBI Helicopter Services, 720 Clough Mill Road, Pembroke, NH is being contracted by the New Hampshire Department of Safety, Division of State Police to provide maintenance on the State Police Bell 407 helicopter for the period July 1, 2013 through June 30, 2015.

1. **General:** The following provisions specify the services to be provided, methods and standards which shall be applied and the responsibilities of the contractor and the NH State Police in the operation of the agreement for the Bell 407 helicopter scheduled maintenance.

2. **Scope:** The contractor shall provide all scheduled maintenance, scheduled repair parts, lubricants, filters and oils for a **Bell 407** helicopter, serial # 53528 with a **Rolls Royce 250-C47B** engine, serial # CAE-847573. The maintenance projection will be for approximately 150 flight hours per year.

3. **Services to be Rendered:**
 - a. Scheduled maintenance of the helicopter for the two-year period shall be in accordance with the applicable technical manuals and FAA requirements. All inspections will coincide with the manufacturer recommended inspection checklist and conform to the inspection criteria in FAR Part 43 and AC 43-13-3 Appendix D, where applicable.
 - b. Maintenance will be scheduled as agreed upon between the State of New Hampshire and the contractor. The contractor will immediately notify the State of any unacceptable conditions or discrepancies determined by the inspections or during services. All persons employed by the contractor to perform maintenance or inspections must be qualified and competent to do so pursuant to federal, state or local law, rule or regulation. The mechanics must be certified and Bell Approved to perform maintenance on a Bell 407 helicopter.
 - c. The helicopter will be flown to the contractor for service unless another or alternate location is mutually agreed upon between the State and the contractor. Any unscheduled maintenance determined to be necessary pursuant to an inspection or service will be reviewed immediately for corrective action. All unscheduled maintenance conditions will be assessed and contracted for independent of any agreement granted by this contract.
 - d. Any scheduled maintenance or inspections that are required to be performed by an agency or person affiliated with the contractor, i.e. Avionics inspections, are permissible; however, the terms of this contract are controlling unless the State and the contractor mutually agree to deviations.

**Bell Helicopter Annual Re-Currency Pilot Training
Fiscal Years 2014-15**

I.

Joe Brigham, Inc. d/b/a JBI Helicopter Services, 720 Clough Mill Road, Pembroke, NH 03275 is also being contracted by the New Hampshire Department of Safety, Division of State Police to provide ground and flight instructors for Bell Helicopter Procedures Training for two New Hampshire State Police pilots.

Mr. Mark R. Johnson (full-time)
Mr. David R. Linares (full-time)

II.

It is understood that the cost of the instructors is split equally between the number of pilots participating in the training. Bell does not provide an estimate of the cost of the share per pilot for this training as it is dependent upon the **total** (including non-State Police personnel) number of pilots who actually attended the training. It is further agreed that the Division of State Police will provide a Bell 407 Helicopter that is owned by the State of New Hampshire for the training and that the helicopter is used to perform governmental functions. **The training is normally scheduled in December to occur the following spring.**

ADDENDUM 1
Projected Maintenance
July 1, 2013 through June 30, 2015

The following maintenance is projected for the two-year period beginning July 1st, 2013 through June 30th, 2015 for a Bell 407 helicopter, serial number 53528, with a Rolls Royce 250C47B-turbine engine, serial number CAE-847573. Scheduled maintenance shall be in accordance with all applicable technical manuals for a Bell 407-model helicopter and a Rolls Royce engine and all FAA requirements. The projection is based on 150 flight hours per year.

CURRENT TIMES (4/26/13) HOBBS- 1478.6; ENGINE CYCLES- 1684; RINS- 2855

366SP	Service	Cost	
1.	Bell 300 hr / 12 month airframe inspection per Bell Maintenance Manual Ch.5 - Due annually or the accumulation of 300 hours since the last annual inspection or Bell 300 Hr/12 MO. AF Inspection	\$6,460.00 per occurrence	\$12,920
2.	12 month annual inspection per FAR 91.409(a)(1)	\$4,520.00	\$9,040
3.	Rolls Royce 150 hour inspection	\$1,264.00	\$2,528
4.	Rolls Royce 300 hour inspection	\$1,452.00	\$2,904
5.	12 month mast inspection	\$720.00	\$1,440
6.	Airframe fuel filter replacement	\$217.00	\$434
7.	24 month transponder inspection FAR 91.413	\$245.00	\$245
8.	24 month inspection - fuel system flight controls	\$432.00	\$432
9.	50 hr Thomas coupling inspection/adjustment	\$144.00	\$864
10.	50 hr/3-month swashplate & pitchlink lubrication	\$144.00	\$864
11.	300 hr/3-month tail rotor pitch change mechanism lube	\$144.00	\$864
12.	150 hr lubrication tail rotor driveshaft splines	\$144.00	\$288
13.	100 hr Inspections Main Rotor Yoke Rappelling Fixtures & Hardware Snow Deflector & Hardware Quick Mounts- FLIR & Nightsun	\$288.00	\$576
14.	100 hour/6-month Skid Tube inspection	\$72.00	\$144
15.	300 Hr. Tailboom Assy inspection IAW ASB 407-08-84	\$180.00	\$360
16.	Fire extinguisher replacement	\$500.00	\$500
17.	ELT battery	\$141	\$141
18.	Main aircraft battery replacement	\$6,620	\$6,620
19.	Swashplate repair	\$3,998	\$3,998
20.	NV goggle and instrument inspections	\$470	\$3,760
21.	Compressor Wash	\$216.00	\$864
22.	Landing Lamps installed	\$110.00	\$440
23.	Tail Position Lamps installed	\$64.00	\$128
24.	Right & Left Position Lamps installed	\$64.00	\$256
25.	Strobe anti-collision lights P/N A469B flashtube	\$186.00	\$372
26.	300 hr Hydraulic pump spline lube BHTMM Ch.12 Table 12-2	\$72.00	\$144
27.	Sky Trac electronic flight following install	\$3,000	\$3,000

28	Sky trac monthly user fees	\$67.50	\$1,620
	Subtotal		\$55,746
29	Consumables; % of invoice	2 %	\$1,114.92
30	Approximate annual cost of Re-Currency Training	\$1,200.00 per student in State Police	\$4,800
	Total		\$61,660.92

NOTE: The cost per service shall include all labor, filters, seals, gaskets, fluids or lubricants necessary to perform each routine service and any follow-up re-torquing. Discrepancies will be covered under unscheduled maintenance.

UNSCHEDULED MAINTENANCE

1. An additional bid will be accepted for unscheduled maintenance. The unscheduled maintenance bid must be submitted as *cost per hour* and *replacement/repair part discount* (percentage). Unscheduled maintenance will be evaluated on a case by case basis.

a. Unscheduled Maintenance:

Hourly Shop Rate: \$ 72.00

Discount off Manufacturer List Price 2 %

2. All unscheduled maintenance will be performed only with the authorization of the State and with an estimate of the total cost, including shop hours and repair parts.

The State has no intention of supplying maintenance parts. It may, however, add specialized equipment obtained from other vendors such as thermal imaging, night vision, etc. in which case the state will only pay the hourly installation rate.

OFF SITE MAINTENANCE

In the event the aircraft is not capable of flying to the vendor the contractor shall charge the following rates to perform the required maintenance at the State Police Hangar in Concord or remote site:

Travel rate \$72.00

Hourly rate \$72.00

Exhibit B

The appropriate account number for the P-37 form, section 1.6 is as follows:

	<u>FY 2014</u>	<u>FY 2015</u>
02-23-23-234015-4006		
Dept. of Safety – Division of State Police – Aircraft Traffic		
020-500235	\$40,000.00	\$27,000.00
Surveillance		
Current Expenses – Vehicle Maintenance		

The contractor agrees to invoice the State of New Hampshire upon completion of the services. The contractor also agrees not to exceed the contract total of \$67,000.00 over the contract period (effective July 1, 2013 with Governor and Council approval, and ending June 30, 2015). The State of New Hampshire agrees to make payment in full within 30 days of receipt of such invoices.

Exhibit C

There are no modifications, additions and/or deletions to Form P-37.

H/C to Dott 6/22/11

G&C 6.22.11
335



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

May 16, 2011

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of State Police to exercise a two-year renewal option to contract with Joe Brigham, Inc. d/b/a JBI Helicopter Services (VC #155648), Pembroke, NH, in an amount not to exceed \$40,000.00, resulting in a total contract increase from \$76,000 to \$116,000 to provide scheduled maintenance and inspections of the State Police Bell 407 helicopter as well as the Bell Helicopter Annual Re-Currency Pilot Training. This requested action is an option to renew as approved by Governor & Council Sept. 9, 2009 #112B. Effective upon Governor & Council approval the contract extension will become effective from July 1, 2011 through June 30, 2013. Funding source: 81% Highway and 19% Turnpike.

Funds are anticipated to be available in SFY 2012 and SFY 2013 in the following account upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

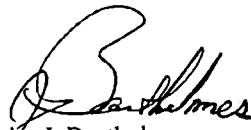
02-23-23-234010-4006	Dept. of Safety – Division of State Police – Aircraft Traffic Surveillance		
020-500235		<u>FY 2012</u>	<u>FY 2013</u>
Current Expenses – Vehicle Maintenance		\$30,000.00	\$10,000.00

Explanation

This option to renew is based on the original contract selection. Ads for the original contract were placed in the Manchester Union Leader as well as on the Administrative Services website. Proposals were received from JBI Helicopter Services and Evergreen Helicopter Services, Inc., with JBI submitting the low bid. Evergreen is located in Rhode Island. After analysis of the costs that would be incurred in travel and man-power hours to take the helicopter to Rhode Island for repairs, it was deemed prudent to select JBI. In addition Evergreen is not registered with the New Hampshire Secretary of State. This contract is to provide annual maintenance and inspections to the State Police Bell 407 helicopter. Any unscheduled maintenance requirements will be billed at shop rate plus parts.

State Police intend to go out to bid at the end of this contract instead of executing the second option to renew.

Respectfully submitted,

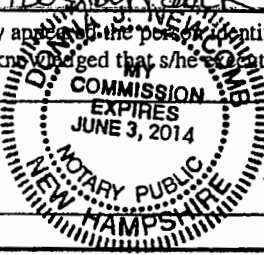

John J. Barthelmes
Commissioner of Safety

Subject: State Police Bell 407 helicopter maintenance contract FY 2012-13 FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Dept of Safety, Div of State Police</u>		1.2 State Agency Address <u>33 Hazen Dr, Concord, NH 03305</u>	
1.3 Contractor Name <u>Joe Brigham, Inc. d/b/a JBI Helicopter Services</u>		1.4 Contractor Address <u>720 Clough Mill Road, Pembroke, NH 02375</u>	
1.5 Contractor Phone Number <u>(603) 225-3134</u>	1.6 Account Number <u>Pls see Exhibit B</u>	1.7 Completion Date <u>June 30, 2013</u>	1.8 Price Limitation <u>Not to exceed \$40,000.00</u>
1.9 Contracting Officer for State Agency <u>Colonel Robert L. Quinn</u>		1.10 State Agency Telephone Number <u>(603) 223-3863</u>	
1.11 Contractor Signature <u>Ray Newcomb</u>		1.12 Name and Title of Contractor Signatory <u>Ray Newcomb, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/3/11</u> , 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 s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Donna J. Newcomb</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Donna J. Newcomb, Notary Public</u>			
1.14 State Agency Signature <u>Wesley J. Colby</u>		1.15 Name and Title of State Agency Signatory <u>Wesley J. Colby Dir of Adm</u>	
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) By: <u>John Mason</u> On: <u>5-25-11</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials B
Date 5-3-11

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials

Date 5-3-11

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

Contractor Initials *TS*
Date 5-3-88

EXHIBIT A

Bell 407 MAINTENANCE CONTRACT
July 1st, 2011 through June 30th, 2013

JBH Helicopter Services, 720 Clough Mill Road, Pembroke, NH is being contracted by the New Hampshire Department of Safety, Division of State Police to provide maintenance on the State Police Bell 407 helicopter for the period July 1, 2011 through June 30, 2013.

- 1. General:** The following provisions specify the services to be provided, methods and standards which shall be applied and the responsibilities of the contractor and the NH State Police in the operation of the agreement for the Bell 407 helicopter scheduled maintenance.
- 2. Scope:** The contractor shall provide all scheduled maintenance, scheduled repair parts, lubricants, filters and oils for a **Bell 407** helicopter, serial # 53528 with a **Rolls Royce 250-C47B** engine, serial # CAE-847573. The maintenance projection will be for approximately 150 flight hours per year.
- 3. Services to be Rendered:**
 - a. Scheduled maintenance of the helicopter for the two-year period shall be in accordance with the applicable technical manuals and FAA requirements. All inspections will coincide with the manufacturer recommended inspection checklist and conform to the inspection criteria in FAR Part 43 and AC 43-13-3 Appendix D, where applicable.
 - b. Maintenance will be scheduled as agreed upon between the State of New Hampshire and the contractor. The contractor will immediately notify the State of any unacceptable conditions or discrepancies determined by the inspections or during services. All persons employed by the contractor to perform maintenance or inspections must be qualified and competent to do so pursuant to federal, state or local law, rule or regulation. The mechanics must be certified and Bell Approved to perform maintenance on a Bell 407 helicopter.
 - c. The helicopter will be flown to the contractor for service unless another or alternate location is mutually agreed upon between the State and the contractor.

- d. Any unscheduled maintenance determined to be necessary pursuant to an inspection or service will be reviewed immediately for corrective action. All unscheduled maintenance conditions will be assessed and contracted for independent of any agreement granted by this contract.
- e. Any scheduled maintenance or inspections that are required to be performed by an agency or person affiliated with the contractor, i.e. Avionics inspections, are permissible; however, the terms of this contract are controlling unless the State and the contractor mutually agree to deviations.

I. Joe Brigham, Inc. d/b/a JBI Helicopter Services, 720 Clough Mill Road, Pembroke, NH 03275 is also being contracted by the New Hampshire Department of Safety, Division of State Police to provide ground and flight instructors for Bell Helicopter Procedures Training for two New Hampshire State Police pilots.

Mr. Mark R. Johnson (full-time)
Mr. David R. Linares (full-time)

II. It is understood that the cost of the instructor is split equally between the number of pilots participating in the training. Bell does not provide an estimate of the cost of the share per pilot for this training as it is dependent upon the total (including non-State Police personnel) number of pilots who actually attended the training. It is further agreed that the Division of State Police will provide a Bell 407 Helicopter that is owned by the State of New Hampshire for the training and that the helicopter is used to perform governmental functions. The training is normally scheduled in December to occur the following spring.

**Exhibit A
ADDENDUM 1
Projected Maintenance
July 1, 2011 through June 30, 2013**

The following maintenance is projected for the two-year period beginning July 1st, 2011 through June 30th, 2013 for a Bell 407 helicopter, serial number 53528, with a Rolls Royce 250C47B-turbine engine, serial number CAE-847573. Scheduled maintenance shall be in accordance with all applicable technical manuals for a Bell 407-model helicopter and a Rolls Royce engine and all FAA requirements. The projection is based on 150 flight hours per year.

**CURRENT TIMES (01/12/11) HOBBS- 1211.7; ENGINE CYCLES- 1414;
RINS- 2105**

366SP	Service	Cost	
1.	Bell 300 hr / 12 month airframe inspection per Bell Maintenance Manual Ch.5 - Due annually or the accumulation of 300 hours since the last annual inspection or Bell 300 Hr/12 MO. AF Inspection	\$6,460.00 per occurrence	
2.	12 month annual inspection per FAR 91.409(a)(1)	\$4,520.00	
3.	Rolls Royce 150 hour inspection	\$1,264.00	
4.	Rolls Royce 300 hour inspection	\$1,452.00	
5.	12 month mast inspection	\$720.00	
6.	Airframe fuel filter replacement	\$217.00	
7.	24 month transponder inspection FAR 91.413	\$245.00	
8.	24 month inspection – fuel system flight controls	\$432.00	
9.	50 hr Thomas coupling inspection/adjustment	\$144.00	
10.	50 hr/3-month swashplate & pitchlink lubrication	\$144.00	
11.	300 hr/3-month tail rotor pitch change mechanism lube	\$144.00	
12.	100 hr lubrication tail rotor driveshaft splines	\$144.00	
13.	100 hr Inspections Main Rotor Yoke Rappelling Fixtures & Hardware Snow Deflector & Hardware Quick Mounts- FLIR & Nightsun	\$288.00	

14.	100 hour/6-month Skid Tube inspection	\$72.00	
15.	300 Hr. Tailboom Assy inspection IAW ASB 407-08-84	\$180.00	
16.	Rotor brake disk and caliper replacement	\$5,258.00*	Due Hobbs: 1800
17.	Rotor brake 600 hr. inspection TB 407-02-36	\$576.00	
18.	Bleed valve replacement @ 1,500 hours	\$4,578.00	Due Hobbs: 1500
18a.	Kaflex Driveshaft P/N 206-062-200-113-107 Overhaul	\$6,000.00	
19.	ELT Battery	\$152.00	
20.	Transmission, Freewheeling unit, Mast, Tail Rotor Gearbox 60 month inspections	\$6,281.00	
21.	Compressor Wash	\$216.00	
22.	Landing Lamps	\$110.00/ea.	
23.	Tail Position Lamps	\$64.00	
24.	Right & Left Position Lamps	\$64.00	
25.	Strobe anti-collision lights P/N A469B flashtube	\$186.00	
26.	Hydraulic pump spline lube 300 hr	\$72.00	Due Hobbs: 1372.6
27.	Rolls Royce Commercial Engine Bulletin 73-6048 "Replacement of ECU"	\$432.00	
28.	Cargo hook 3-year OH	\$1,500.00	
29.	Consumables; % of invoice	2 %	
30.	Approximate annual cost of Re-Currency Training	\$1,200.00 per student in State Police	
31.	Hourly labor rate for unscheduled maintenance and repairs	\$72.00	

NOTE: The cost per service shall include all labor, filters, seals, gaskets, fluids or lubricants necessary to perform each routine service and any follow-up re-torquing. Discrepancies will be covered under unscheduled maintenance.

In an effort to keep costs to a reasonable amount, JBI Helicopters will keep the same price structure into the 2012-2013 calendar years. After hours labor rate will be \$108.00 per hour. A 2% discount will be applied to parts for non-scheduled maintenance. All inspections listed above include all parts, labor and oils required for the inspection. Any discrepancies found

during the inspections will be billed over and above the standard inspection. Bell Helicopter normally increases parts prices 3% to 5% annually. These additional price increase will be added to the unscheduled maintenance only.

NOTE: Item 28, Cargo Hook O/H has been changed by the manufacturer to a 5-year O/H.

Exhibit A
Addendum 2
UNSCHEDULED MAINTENANCE

1. An additional bid will be accepted for unscheduled maintenance. The unscheduled maintenance bid must be submitted as *cost per hour* and *replacement/repair part discount* (percentage). Unscheduled maintenance will be evaluated on a case by case basis.

a. Unscheduled Maintenance:

Hourly Shop Rate: \$ 72.00

Discount off Manufacturer List Price 2 %

2. All unscheduled maintenance will be performed only with the authorization of the State and with an estimate of the total cost, including shop hours and repair parts.

The State has no intention of supplying maintenance parts. It may, however, add specialized equipment obtained from other vendors such as thermal imaging, night vision, etc. in which case the state will only pay the hourly installation rate.

OFF SITE MAINTENANCE

In the event the aircraft is not capable of flying to the vendor the contractor shall charge the following rates to perform the required maintenance at the State Police Hangar in Concord or remote site:

Travel rate \$72.00
Hourly rate \$72.00

EXHIBIT B

The appropriate account number for the P-37 form, section 1.6 is as follows:

	<u>FY 2012</u>	<u>FY 2013</u>
02-23-23-234010-4006 Dept. of Safety – Division of State Police – Aircraft Traffic		
020-500235 Surveillance	\$30,000.00	\$10,000.00
Current Expenses – Vehicle Maintenance		

The contractor agrees to invoice the State of New Hampshire upon completion of the services. The contractor also agrees not to exceed the contract total of \$30,000.00 over the contract period (effective July 1, 2011 and ending June 30, 2013). The State of New Hampshire agrees to make payment in full within 30 days of receipt, acceptance and approval.

EXHIBIT C

There are no modifications, additions and/or deletions to Form P-37.

Sent to Karen 8-25-09

State of New Hampshire *GTC 9/9/09*

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

#112B

JOHN J. BARTHELMES
COMMISSIONER

August 14, 2009

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a two-year contract with Joe Brigham, Inc. d/b/a JBI Helicopter Services (VC#155648), Pembroke, NH, not to exceed \$76,000, to provide scheduled maintenance and inspections of the State Police Bell 407 helicopter as well as the Bell Helicopter Annual Re-Currency Pilot Training. An option to renew for two (2), two (2)-year terms as agreed upon by the Contractor and State, at the time of extension, is included. Effective upon Governor and Council approval through June 30, 2011. Funding source: 81% Highway and 19% Turnpike.

Funding is available in the SFY 2010 and SFY 2011 operating budget as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02-23-23-234010-4006 Dept. of Safety – Division of State Police – Aircraft Traffic Surveillance
020-500235

Current Expenses – Vehicle Maintenance	<u>SFY 2010</u>	<u>SFY 2011</u>
	<u>\$38,000.00</u>	<u>\$38,000.00</u>

Explanation

This contract is to provide annual maintenance and inspections to the State Police Bell 407 helicopter as well as Bell Helicopter Annual Re-Currency Pilot Training. Any unscheduled maintenance requirements will be billed at shop rate plus parts.

This contract includes the option for two (2), two (2) year extensions. By including these extensions, the State Police has been able to cap potential price increases in an effort to save money. At the same time, if the economy turns and prices decrease, the State is under no obligation and will be able to go out to bid.

Ads were placed in the Manchester Union Leader March 27, 28 & 29, 2009 as well as on the Administrative Services website March 27, 2009. Proposals were received from Joe Brigham, Inc. d/b/a JBI Helicopter Services and Evergreen Helicopters, Inc. Evergreen Helicopters, Inc. was considered an unqualified bid; Joe Brigham, Inc. submitted the only qualified bid

Respectfully submitted,

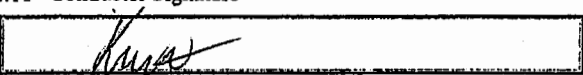
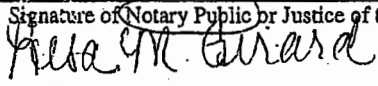
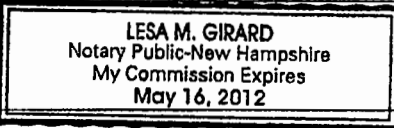
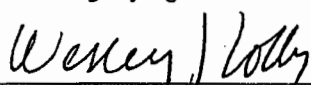
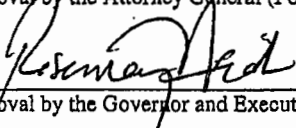
[Signature]
John J. Barthelmes
Commissioner of Safety

Subject: State Police Bell 407 helicopter maintenance contract FY 2010-11 FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Dept of Safety, Div of State Police</u>		1.2 State Agency Address <u>33 Hazen Dr, Concord, NH 03305</u>	
1.3 Contractor Name <u>Joe Brigham, Inc. d/b/a JBI Helicopter Services</u>		1.4 Contractor Address <u>720 Clough Mill Road, Pembroke, NH 03275</u>	
1.5 Contractor Phone Number <u>(603) 225-3134</u>	1.6 Account Number <u>Pls see Exhibit B</u>	1.7 Completion Date <u>June 30, 2011</u>	1.8 Price Limitation <u>Not to exceed \$76,000.00</u>
1.9 Contracting Officer for State Agency <u>Colonel Frederick H. Booth</u>		1.10 State Agency Telephone Number <u>(603) 271-3296</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Kurt West V.P.</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>Aug 13, 2009</u> , 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 s/he 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 <u></u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Wesley J. Lobby Dir. JH</u>	
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) By:  On: <u>8-20-09</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials _____
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attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

EXHIBIT A

Bell 407 MAINTENANCE CONTRACT

Joe Brigham, Inc. d/b/a JBI Helicopter Services, 720 Clough Mill Road, Pembroke, NH is being contracted by the New Hampshire Department of Safety, Division of State Police to provide maintenance on the State Police Bell 407 helicopter for the period effective with Governor and Council approval through June 30, 2011. The contract may be extended for two additional two-year periods (not to extend beyond June 30, 2015) under the same terms, conditions and pricing structure upon mutual agreement between the Contractor and the State.

State Police will also have the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

- 1. General:** The following provisions specify the services to be provided, methods and standards which shall be applied and the responsibilities of the contractor and the NH State Police in the operation of the agreement for the Bell 407 helicopter scheduled maintenance.
- 2. Scope:** The contractor shall provide all scheduled maintenance, scheduled repair parts, lubricants, filters and oils for a **Bell 407** helicopter, serial # 53528 with a **Rolls Royce 250-C47B** engine, serial # CAE-847573. The maintenance projection will be for approximately 150 flight hours per year.
- 3. Services to be Rendered:**
 - a. Scheduled maintenance of the helicopter for the two-year period and any period of time thereafter shall be in accordance with the applicable technical manuals and FAA requirements. All inspections will coincide with the manufacturer recommended inspection checklist and conform to the inspection criteria in FAR Part 43 and AC 43-13-3 Appendix D, where applicable.
 - b. Maintenance will be scheduled as agreed upon between the State of New Hampshire and the contractor. The contractor will immediately notify the State of any unacceptable conditions or discrepancies determined by the inspections or during services. All persons employed by the contractor to perform maintenance or inspections must be qualified and competent to do so pursuant to federal, state or local law, rule or regulation. The mechanics must be certified and Bell Approved to perform maintenance on a Bell 407 helicopter.
 - c. The helicopter will be flown to the contractor for service unless another or alternate location is mutually agreed upon between the State and the contractor.

- d. Any unscheduled maintenance determined to be necessary pursuant to an inspection or service will be reviewed immediately for corrective action. All unscheduled maintenance conditions will be assessed and contracted for independent of any agreement granted by this contract.
- e. Any scheduled maintenance or inspections that are required to be performed by an agency or person affiliated with the contractor, i.e. Avionics inspections, are permissible; however, the terms of this contract are controlling unless the State and the contractor mutually agree to deviations.

**Bell Helicopter Annual Re-Currency Pilot Training
Fiscal Years 2010-11**

I. Joe Brigham, Inc. d/b/a JBI Helicopter Services, 720 Clough Mill Road, Pembroke, NH 03275 is also being contracted by the New Hampshire Department of Safety, Division of State Police to provide ground and flight instructors for Bell Helicopter Procedures Training for two New Hampshire State Police pilots.

Mr. Mark R. Johnson (full-time)
Mr. David R. Linares (full-time)

II. It is understood that the cost of the instructors is split equally between the number of pilots participating in the training. Bell does not provide an estimate of the cost of the share per pilot for this training as it is dependent upon the **total** (including non-State Police personnel) number of pilots who actually attended the training. It is further agreed that the Division of State Police will provide a Bell 407 Helicopter that is owned by the State of New Hampshire for the training and that the helicopter is used to perform governmental functions. **The training is normally scheduled in December to occur the following spring.**

Contractor's initials KL
Date 8/13/09

Exhibit B

The appropriate account number for the P-37 form, section 1.6 is as follows:

	<u>FY 2010</u>	<u>FY 2011</u>	
02-23-23-234010-4006	Dept. of Safety – Division of State Police – Aircraft Traffic		
020-500235	\$38,000.00	\$38,000.00	Surveillance
Current Expenses – Vehicle Maintenance			

The contractor agrees to invoice the State of New Hampshire upon completion of the services. The contractor also agrees not to exceed the contract total of \$76,000.00 over the contract period (effective with Governor and Council approval and ending June 30, 2011). The State of New Hampshire agrees to make payment in full within 45 days of receipt of such invoices.

Exhibit C

There are no modifications, additions and/or deletions to Form P-37.

Contractor's initials K
Date 8/13/09

**Exhibit A
ADDENDUM 1
Projected Maintenance**

The following maintenance is projected for the approximate two-year period beginning with Governor and Council approval through June 30th, 2011 for a Bell 407 helicopter, serial number 53528, with a Rolls Royce 250C47B-turbine engine, serial number CAE-847573. Scheduled maintenance shall be in accordance with all applicable technical manuals for a Bell 407-model helicopter and a Rolls Royce engine and all FAA requirements. The projection is based on 150 flight hours per year.

CURRENT TIMES (2/21/09) HOBBS- 945.8; ENGINE CYCLES- 1078; RINS- 1654

366SP	Service	Cost	
1. a	Bell 300 hr / 12 month airframe inspection per Bell Maintenance Manual Ch.5 - Due April 2010 or the accumulation of 300 hours since the last annual inspection or Bell 300 Hr/12 MO. AF Inspection	\$6,460.00 per occurrence	\$12,920.00
1. b	Bell 300 hr / 12 month airframe inspection per Bell Maintenance Manual Ch.5 - Due April 2011 or the accumulation of 300 hours since the last annual inspection or Bell 300 Hr/12 MO. AF Inspection	\$6,460.00	\$12,920.00
2.	Rolls Royce 150 hour inspection	\$1,264.00	\$2,528.00
3.	Rolls Royce 300 hour inspection	\$1,452.00	\$2,904.00
4.	12 month/Annual inspection per FAR 91.409 (a)(1) (April 2010, April 2011)	\$4,520.00/ each	\$9,040.00
5.	12 month mast inspection (April 2010, April 2011)	\$720.00/ea.	\$1,440.00
6.	300 hr Airframe fuel filter replacement BHTMM Ch.12 Table 12-1	\$217.00	\$434.00
7.	24 Month Transponder Inspection FAR 91.413 (Due March 2011)	\$235.00	\$235.00
8.	24 month inspection – Fuel system/flight controls April 2010	\$432.00	\$432.00
9.	50 hr Thomas coupling inspection/adjustment	\$144.00	\$864.00
10.	50 hr/3-month swashplate & pitchlink lubrication	\$144.00	\$864.00
11.	300 hr/3-month tail rotor pitch change mechanism lube	\$144.00	\$864.00

Contractor's initials K

Date 8/13/09

12.	100 hr lubrication tail rotor driveshaft splines	\$144.00	\$432.00
13.	100 hr Inspections Main Rotor Yoke Rappelling Fixtures & Hardware Snow Deflector & Hardware Quick Mounts- FLIR & Nightsun	\$288.00	\$864.00
14.	100 hour/6-month Skid Tube inspection	\$72.00	\$288.00
15.	300 Hr. Tailboom Assy inspection IAW ASB 407-08-84	\$180.00	\$360.00
16.	Rear aft quick mount 1000 hr. inspection per Pg.7 of mounts "Instructions for continued airworthiness"	\$144.00	\$144.00
17.	Input driveshaft P/N 206-340-300-107, 1250 Hr OH	\$5,587.00*	*90 day lead time from Bell Helicopter
18.	Starter Generator P/N 206-062-200-113 Overhaul	\$1,995.00	\$1,995.00
19.	ELT Battery (Due - May 2010)	\$120.00	\$120.00
20.	Fire Extinguisher inspection	\$50.00	\$100.00
21.	Compressor Wash	\$216.00	\$1,728.00
22.	Landing Lamps installed	\$110.00	\$660.00
23.	Tail Position Lamps installed	\$64.00	\$256.00
24.	Right & Left Position Lamps installed	\$64.00	\$384.00
25.	Strobe anti-collision lights P/N A469B flashtube	\$186.00	\$372.00
26.	300 hr Hydraulic pump spline lube BHTMM Ch.12 Table 12-2	\$72.00	\$72.00
27.	Rolls Royce Commercial Engine Bulletin 73-6048 "Replacement of ECU" (<i>already registered</i>)	\$144.00	\$144.00
28.	Bear Paws Dart P/N D206-559-013 and Bear Paw Wear Plate Kit P/N D206-559- 033	Kit only \$2,602.00 w/Wear plate +\$720.00	\$3,322.00
29.	Consumables; % of invoice	2 %	
30.	Approximate annual cost of Re-Currency Training	\$1,200.00 per student	\$2,400.00

Contractor's initials *K*

Date *8/13/09*

NOTE: The cost per service shall include all labor, filters, seals, gaskets, fluids or lubricants necessary to perform each routine service and any follow-up re-torquing. Discrepancies will be covered under unscheduled maintenance.

Exhibit A
Addendum 2
UNSCHEDULED MAINTENANCE

1. An additional estimate will be accepted for unscheduled maintenance. The unscheduled maintenance estimate must be submitted as *cost per hour* and *replacement/repair part discount* (percentage). Unscheduled maintenance will be evaluated on a case by case basis.

a. Unscheduled Maintenance:

Hourly Shop Rate: \$ 72.00

Discount off Manufacturer List Price (parts) 2 %

2. All unscheduled maintenance will be performed only with the authorization of the State and with an estimate of the total cost, including shop hours and repair parts.

The State has no intention of supplying maintenance parts. It may, however, add specialized equipment obtained from other vendors such as thermal imaging, night vision, etc. in which case the state will only pay the hourly installation rate.

Exhibit A
Addendum 3
OFF SITE MAINTENANCE

In the event the aircraft is not capable of flying to the vendor, the contractor shall charge the following rates to perform the required maintenance at the State Police Hangar in Concord or remote site:

Travel rate \$72.00

Hourly rate \$72.00

Contractor's initials K

Date 8/13/09