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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

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  
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>5/12/13</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.			
Signature of Notary Public or Justice of the Peace <i>John A. Newcomb</i>			
1.13.1 Name and Title of Notary or Justice of the Peace <i>John A. Newcomb, Notary Public</i>			
1.14 State Agency Signature <i>John Beardmore</i> 5-22-13		1.15 Name and Title of State Agency Signatory <i>John Beardmore, 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>Ben Brown</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                       
Date 5/13/13

## 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           

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   P    
Date 5-13-13

**EXHIBIT A**  
**Bell 407 MAINTENANCE CONTRACT**  
**July 1<sup>st</sup>, 2013 through June 30<sup>th</sup>, 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 1<sup>st</sup>, 2013 through June 30<sup>th</sup>, 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**

<b>366SP</b>	<b>Service</b>	<b>Cost</b>	
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**

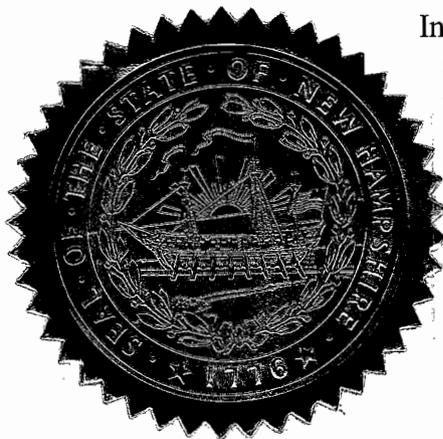
There are no modifications, additions and/or deletions to Form P-37.

# 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 JBI HELICOPTER SERVICES is a New Hampshire trade name registered on September 8, 1998 and that Joe Brigham, Inc. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28<sup>th</sup> day of May, A.D. 2013

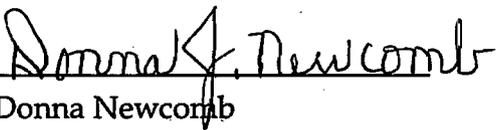
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



CERTIFICATE OF AUTHORITY / VOTE

On January 29, 2013, the Directors held a meeting and voted to grant Raymond Newcomb, as President, the authority to execute contracts, applications, and other necessary business documents for the Corporation including all contracts with the State of New Hampshire and that as of this date this authority is still in effect and has not been revoked.

  
Donna Newcomb

Treasurer

June 5, 2013

JBI  
HELICOPTER  
SERVICES

720 Clough Mill Road • Pembroke, NH 03275  
TEL (603) 225-3134 • (603) 224-9050 Fax

**MINUTES OF THE ANNUAL MEETING OF  
DIRECTORS OF JOE BRIGHAM, INC.**

The 2012 Annual Meeting of the Directors was held at the offices of JBI Helicopters, 720 Clough Mill Road, Pembroke, NH on January 29, 2013

The following Directors were present and waived formal notice of the meeting:

Raymond Newcomb  
Donna Newcomb

The Secretary stated that there being a quorum of Directors present, the meeting was ready to transact business.

The President rendered a general report on the business of the Corporation and its finances. The Corporation continues to lease helicopters annually and for special projects as needed, with a continuing focus on agriculture, forestry and construction, with new customers being secured regularly. Helicopter leases have been revised and executed without question. Helicopter maintenance to third parties has continued to grow by over 15% year over year, with new opportunities still being generated internally, and on referrals. The Corporation continues to monitor issues surrounding the N407GB crash in 2008 and is working with its customers to keep them advised of related mechanical issues. The Corporation continues to contract with the State of New Hampshire for construction and other projects. The Board authorized a continued review of the business and lease structure and again deferred the decision regarding renaming the Corporation and will continue to use JBI Helicopter Services as a "dba."

The Secretary noted that the election of Officers was in order. The following were duly nominated and a vote having been taken were unanimously elected Officers of the Corporation to serve for one year and until their successors are elected and qualified:

Raymond Newcomb, President  
Kurt West, Vice President  
Donna Newcomb, Treasurer  
R. Matthew Cairns, Secretary  
Donna Newcomb, Assistant Secretary

The Board renewed its authorization of the President to execute contracts, applications and other necessary business documents for the Corporation including all contracts with the State of New Hampshire. The Board authorized the Vice President, in the absence of the President, to execute contracts, applications and other necessary business documents for the Corporation including all contracts with the State of New Hampshire. The Board authorized the Assistant Secretary, in the event that the Secretary is unavailable, to execute any documents requiring the signature of the Secretary.

There being no further business to come before the meeting, upon motion duly made and seconded, it was unanimously

VOTED: to adjourn.

A True Record

Attest:

A handwritten signature in black ink, appearing to read "R. Matthew Cairns", written over a horizontal line.

R. Matthew Cairns, Secretary



# CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2012

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

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

<b>PRODUCER</b> AirSure Limited 5800 Granite Parkway, #800 Plano, TX 75024-6647	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): T 972-980-0800      FAX (A/C, No): F 214-705-6262	
	<b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>	
<b>INSURED</b> Joe Brigham, Inc. JBI Helicopters 720 Clough Mill Road Pembroke, NH 03275	<b>INSURER(S) AFFORDING COVERAGE</b> %      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 :	

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: 14791911      REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
	AP379108504 & SASICOM600054012	12/1/2012	12/1/2013	Y	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
PREMISES LIABILITY		\$ 10,000,000.	BI EA PER EA OCC	\$	PD	
PREMISES MEDICAL PAYMENTS		\$	EA PER	\$	EA OCC	
PRODUCTS LIABILITY	SALE OF FUEL & OIL	\$ 10,000,000.	BI EA PER EA OCC	\$ 10,000,000.	AGGR	
	EXTENDED	\$ 10,000,000.	EA OCC	\$		
COMPLETED OPERATIONS LIABILITY	EXTENDED	\$ 10,000,000.	BI EA PER EA OCC	\$ 10,000,000.	AGGR	
		\$		\$		
HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI	\$ 2,000,000.	EA AIRCRAFT	\$ 2,000,000.	EA OCC	
	IN FLIGHT	\$		\$		
FIRE LEGAL LIABILITY		\$	ANY ONE FIRE			
PERSONAL INJURY LIABILITY		\$ 10,000,000.	EA OCC	\$ 10,000,000.	AGGR	
ADVERTISING LIABILITY		\$ 10,000,000.	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		\$ 10,000,000.	EA OCC	\$	
			\$		\$	
			\$		\$	
			\$		\$	
			\$		\$	

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

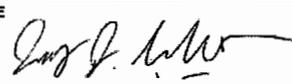
Certificate Holder is included as additional insured but only with respects operations of the Named Insured. Certificate Holder is not covered for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.  
 In the event of material change or cancellation of said policy(s), the Company(s) shall give 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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H/C to Dott 6/2/11

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

*emailed to:*  
*JBI, A. Paynter*  
*D. Linares 8/1/11*

Subject: State Police Bell 407 helicopter maintenance contract FY 2012-13

FORM NUMBER P-37 ( version 1/09)

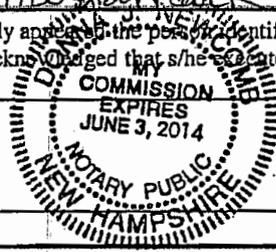
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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 Road, Pembroke, NH 02375	
1.5 Contractor Phone Number (603) 225-3134	1.6 Account Number Pls see Exhibit B	1.7 Completion Date June 30, 2013	1.8 Price Limitation Not to exceed \$40,000.00
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>5/3/11</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 <i>Donna J. Newcomb</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Donna J. Newcomb, Notary Public</i>			
1.14 State Agency Signature <i>Wesley J. Colby</i>		1.15 Name and Title of State Agency Signatory <i>Wesley J. Colby Dir of Adm</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>John Mason</i> On: <i>5-25-11</i>			
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 TD  
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 TD

Date 5-3-11

**EXHIBIT A**

**Bell 407 MAINTENANCE CONTRACT  
July 1<sup>st</sup>, 2011 through June 30<sup>th</sup>, 2013**

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, 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 1<sup>st</sup>, 2011 through June 30<sup>th</sup>, 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.

DATE TO PRESENT 08/14/09

# State of New Hampshire G+C 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	SFY 2010	SFY 2011
	\$38,000.00	\$38,000.00

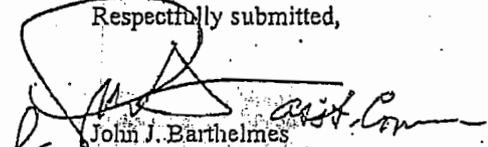
### Explanation

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,

  
John J. Barthelmes  
Commissioner of Safety



Subject: State Police Bell 407 helicopter maintenance contract FY 2010-11

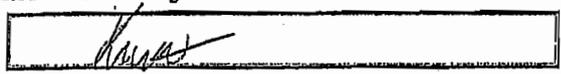
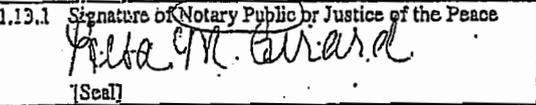
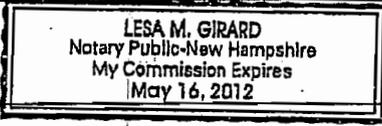
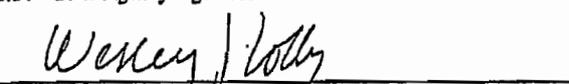
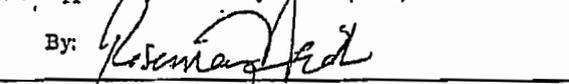
FORM NUMBER P-37 (version 1/09)

**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) 226-3134</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  			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Wesley S. Colby Dir/Asst</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/SUB CONTRACTS.** 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

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 K

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 30<sup>th</sup>, 20011 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

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. Tallboom 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" (already registered)	\$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