



New Hampshire Fish and Game Department

MAY 24 '22 AM 11:25 RCVD

CR
USB

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

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

May 18, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Joe Brigham, Inc. of Pembroke, New Hampshire (Vendor Code 155648) in the amount of \$20,400.00 to carry out aerial stocking and water sample collection (acid rain analysis) of remote, high altitude trout ponds from Governor and Council approval through June 30, 2022. Funding is 75% Federal Funds, 25% Fish and Game Funds.

Funding is available in account Inland Fisheries Management – Hatcheries as follows:

03-75-75-752020-21320000-020-500219 Current Expense	<u>FY 2022</u> \$20,400.00
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EXPLANATION

This contract provides for aerial stocking and water sample collection (acid rain analysis) of remote, high altitude trout ponds. Each year NHFG stocks 46 remote ponds with fingerling trout, and or obtains water samples from approximately ten (10) remote ponds as part of a continuing study concerning the effects of acid rain. This is accomplished by hiring the services of a specially equipped helicopter and pilot skilled in hazardous flying in mountainous country.

The Inland Fisheries Division has worked with Joe Brigham, Inc. since 1983. Joe Brigham, Inc. has experienced pilots and excellent equipment and has cornered the market providing this specialized service, expertise and experience required to fly and work over rough terrain in the White Mountains and other hazardous flying areas in New Hampshire. This vendor has previously provided this very specialized service required for aerial stocking and obtaining water samples for acid rain studies. A bid for these services was submitted through the Bureau of Purchase and Property in March 2022, Joe Brigham, Inc. was the only bidder.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte, Chief
Business Division

Bid Page

JBI Helicopter Services
720 Clough Mill Road
Pembroke, NH 03275

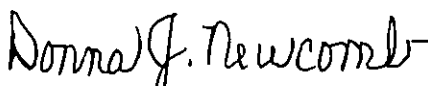
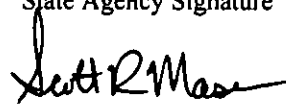
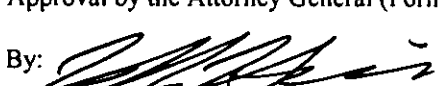
\$20,400.00

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish & Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Joe Brigham, Inc.		1.4 Contractor Address 720 Clough Mill Road, Pembroke, NH 03275	
1.5 Contractor Phone Number 603-225-3134	1.6 Account Number 07500-21320000-020-500219	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$20,400.00
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number (603)271-3511	
1.11 Contractor Signature  Date: 4/21/22		1.12 Name and Title of Contractor Signatory Donna J. Newcomb, CEO	
1.13 State Agency Signature  Date: 5/6/22		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director, NH Fish & Game Dept.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/19/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Exhibit A

Special Provisions

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

NH FISH AND GAME DEPARTMENT

Exhibit B

Scope of Services

Specifications

- Contractor must provide an appropriate helicopter with an experienced pilot for the purpose of directly stocking fish and obtaining select water samples in forty-six (46) remote ponds, under the direction of New Hampshire Fish and Game Department (NHFGD) fisheries personnel. The operation is to be completed the first week of June, within 16 hours, including pre-and post-event duties (e.g. set up, break down, cleaning).
- In addition to the helicopter and pilot, the contractor shall provide a fuel service truck at up to nine (9) landing sites located throughout central and northern New Hampshire, under the direction of NHFGD fisheries personnel.
- Contractor must supply an insulated, watertight fish transport/holding tank (dimensions 24"x24"x36" - approximately 20 gallons) equipped with an electrically-powered aerator for fish survival, as well as a flexible drain line with on/off capability and suitable length to extend beyond the helicopter's exterior.
- Approximately ten (10) water samples, to be collected by accompanying NHFGD representative from the rear passenger seat, are to be passed forward, stored, and maintained by the pilot as necessary during sortie(s).
- The operation requires a highly-experienced pilot to fly and work over mountainous terrain, including the White Mountains and other hazardous zones; particular sorties occur at upwards of 4,000 feet. Pilot will require specialized skills descending to and ascending from a liquid medium/pond surfaces in a short period of time, including isolated ponds in confined basins/deep chasms.
- Helicopter must be equipped with fixed floats for landing on water.
- Contractor must complete stocking in one day unless delay(s) occur due to inclement weather. In the event of associated delay(s), contractor must be prepared to absorb any associated cost due to meals and lodging.
- Contractor must cover all associated travel costs to starting destination in New Hampshire as well as cost to contractor's home destination.
- Anticipated sorties are available upon request.

Exhibit C

Method of Payment

Method of payment shall be as follows:

1. The owner of Joe Brigham, Inc. shall receive payment for services rendered in accordance with the following schedule:
 - a. Total services not to exceed \$20,400.00 from the Fish and Game Department.
 - b. Payment will be made within thirty (30) days after completion of work or receipt of approved invoice, whichever is later.

**CONSENT IN LIEU OF SPECIAL MEETING
OF THE DIRECTORS**

OF

**JOE BRIGHAM, INC.
d/b/a JBI Helicopter Services**

(Authorization for NH State Contract)

THE UNDERSIGNED, being all of the directors of Joe Brigham, Inc., a New Hampshire corporation, d/b/a JBI Helicopter Services (the "Corporation"), do hereby waive all notice of time, place and purposes of a special meeting of the directors of the Corporation and do hereby consent, as permitted by the bylaws of the Corporation and Section 293-A:8.21 of the New Hampshire Business Corporation Act, to the adoption of the following resolutions with the same force and effect as if adopted at a duly convened meeting of the directors of the Corporation and hereby direct that this written consent be filed with the minutes of the proceedings of the directors of the Corporation:

NH State Contract

RESOLVED: That, Donna Newcomb, CEO, Raymond Newcomb, COO, and Kurt West, President (collectively, the "Authorized Officers") and each is an "Authorized Officer") be, and each them individually hereby is, empowered, authorized and directed, in the name and on behalf of the Corporation, to negotiate, execute and deliver, any and all agreements, contracts, applications, instruments and documents as necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof), to conduct business with the State of New Hampshire for the 2022 calendar year; and that any and all such actions heretofore or hereafter taken by an Authorized Officer relating to and within the terms of this resolution be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Corporation.

Commercial Operations Agreement

RESOLVED: That an Authorized Officer be, and each them individually hereby is, empowered, authorized and directed, in the name and on behalf of the Corporation, to negotiate, execute and deliver, such commercial operations agreements and other documents as necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof); and that any and all such actions heretofore or hereafter taken by an Authorized Officer relating to and within the terms of this resolution be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Corporation.

Miscellaneous

RESOLVED: That the Secretary of the Corporation be, and hereby is, authorized and directed to certify the foregoing resolutions to such parties as such officer shall determine to be necessary, desirable or appropriate.

RESOLVED: That this Consent may be signed in two or more counterparts (by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a counterpart), each of which shall be deemed an original, and all of which shall be deemed one instrument.

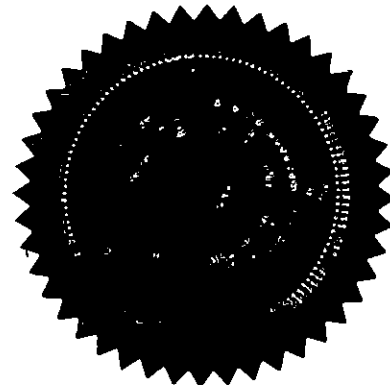
IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation, have executed this Consent as of the date set forth next to their signature below.

Date: 4/21/22

Donna J. Newcomb
Donna J. Newcomb
Director

Date: 4/21/22

Raymond G. Newcomb
Raymond G. Newcomb
Director



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JOE BRIGHAM, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 10, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 59793

Certificate Number: 0005764343



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2022

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

PRODUCER AssuredPartners Aerospace 25548 Genesee Trail Road Golden, CO 80401	CONTACT NAME: Rob Wetzlig	
	PHONE (A/C, No, Ext): (303) 526-5300 FAX (A/C, No):	
INSURED Joe Brigham, Inc. DBA JBI Helicopter Services 720 Clough Mill Road Pembroke, NH 03275	E-MAIL ADDRESS: rob.wetzlig@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Global Aerospace Member Companies	
	INSURER B: Starr Indemnity & Liability Company	38318
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 68320228

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		12001224	12/1/2021	12/1/2022	EACH OCCURRENCE \$25,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$25,000 GENERAL AGGREGATE \$None PRODUCTS - COMP/OP AGG \$25,000,000 Hangarkeepers \$25,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC012056707	7/7/2021	7/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Workers Comp Excess			12001224	12/1/2021	12/1/2022	\$3,000,000 Each Occ

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

Certificate Holder is included as an additional insured but only as respects operations of the Named Insured. The Insurance extended by this policy shall not apply to, and the Certificate Holder shall not be insured for bodily injury or property damage which arises from the design, manufacture, modification, repair, sale, handling or servicing of the aircraft by the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Fish & Game Department
11 Hazen Drive
Concord, NH 03301

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

Rob Wetzlig

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY AssuredPartners Aerospace		NAMED INSURED Joe Brigham, Inc. DBA J81 Helicopter Services 720 Clough Mill Road Pembroke, NH 03275	
POLICY NUMBER 12001224		EFFECTIVE DATE: 12/1/2021	
CARRIER Global Aerospace Member Companies	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: New Hampshire Fish & Game Department

ADDRESS: 11 Hazen Drive Concord, NH 03301

Insuring Agreement -

(a) We will pay those sums that the insured becomes legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies resulting from the ground operations hazard or the products completed operations hazard. We will have the right and duty to defend the insured against any suit seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for bodily injury or property damage to which this insurance does not apply or when this insurance is excess. We may at our discretion investigate any occurrence and settle any claim or suit that may result. But:

(1) The amount we will pay for damages is limited as described in SECTION IV - LIMITS OF INSURANCE;
and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D.

Bodily injury means physical injury, sickness, disease or mental anguish sustained by a person, including death resulting from any of these at any time

Property damage means:

(a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.



**Federal Excise Tax
EXEMPTION CERTIFICATE**

(FOR USE BY THE UNITED STATES, TERRITORIES, OR POLITICAL DIVISIONS THEREOF, OR THE DISTRICT OF COLUMBIA)

Date: 04/02/21

The undersigned hereby certifies that he is the Director, Procurement and Support Services of the State of New Hampshire, and that he is authorized to execute this Certificate, and that the article or articles specified below are purchased from, Joe Brigham Inc dba JBI Helicopter Services for the exclusive use of All State Agencies of the State of New Hampshire.

It is understood that the exemption from tax in the case of all sales or articles under this Exemption Certificate to the United States, Territories, etc. is limited to the sale of articles purchased for their exclusive use, and it is agreed that if articles purchased tax-free under this Exemption Certificate are used otherwise, or are sold to employees or others, such fact must be reported to the manufacturer of the article or articles covered by this Certificate. It is also understood that the fraudulent use of this Certificate to secure exemption will subject all guilty parties to a fine of not more than \$10,000, or to imprisonment for not more than five years, or both, together with cost of prosecution.

**Gary S
Lunetta**

Digitally signed by Gary S Lunetta
DN: cn=Gary S Lunetta, o=Department
of Administrative Svs, ou=Division of
Procurement & Support Svs,
email=Gary.Lunetta@dss.nh.gov, c=US
Date: 2021.04.02 13:43:49 -04'00'

Gary Lunetta, Director
Procurement and Support Services

This Exemption Certificate covers the following articles specified in various Contracts and Purchase Orders issued by the State of New Hampshire for ALL GOODS AND SERVICES.

EXEMPTION CERTIFICATE# 02-73-0112K