

55 JW



# New Hampshire Fish and Game Department

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

*Retroactive*

June 28, 2013

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

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a contract retroactive to June 20, 2013, with Joe Brigham, Inc. dba JBI Helicopter Services of Pembroke, New Hampshire (Vendor Code 155648) in the amount of \$12,850.00 to carry out aerial stocking and water sample collection (acid rain analysis) of remote, high altitude trout ponds from Governor and Council approval. 100% Fish and Game Funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for state fiscal year 2014:

03 75 75 752020 2132- Inland Fisheries Management - Hatcheries	
20-07500-2132000-020-500219 Current Expense	<u>FY 14</u> \$12,850.00

### EXPLANATION

This contract provides for aerial stocking and water sample collection (acid rain analysis) of remote, high altitude trout ponds. Each year the Fish and Game Department stocks 48 remote ponds with fingerling trout, and obtains water samples from approximately ten (10) remote ponds as part of a continuing study concerning the affects 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

Her Excellency, Governor Margaret Wood Hassan  
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June 28, 2013

Page 2 of 2

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. They have performed well and continue to be the only bidder.

This contract is retroactive due to some misinterpretation in regards to utilizing rental agreements specified in Section 21-I:80 (b) Major Projects.

Respectfully submitted,



Glenn Normandeau  
Executive Director



Kathy Ann LaBonte, Chief  
Business Division

Bid Page

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

\$950 hour  
\$250 installation  
\$250 removal charge for the water tanks  
Provide their own fuel truck at landing sites

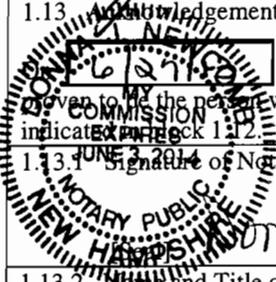
Subject: Aerial Stocking FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Fish &amp; Game Department</u>		1.2 State Agency Address <u>11 Hazen Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>Joe Brigham, Inc. dba JBI Helicopter Services</u>		1.4 Contractor Address <u>720 Clough Mill Road, Pembroke, NH 03275</u>	
1.5 Contractor Phone Number <u>603-225-3134</u>	1.6 Account Number <u>2132000-020-500219</u>	1.7 Completion Date <u>June 20, 2013</u>	1.8 Price Limitation <u>\$12,850.00</u>
1.9 Contracting Officer for State Agency <u>Glenn Normandeau, Executive Director</u>		1.10 State Agency Telephone Number <u>603-271-3511</u>	
1.11 Contractor Signature <u>Ray Newcomb</u>		1.12 Name and Title of Contractor Signatory <u>Ray Newcomb, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily given to my the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Donna J. Newcomb</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Donna J. Newcomb, Notary Public</u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory <u></u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>7-12-13</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 4/27/15

**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 6/27/15

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.

# NH FISH AND GAME DEPARTMENT

## Exhibit A

### Scope of Services

#### Specifications

- The owner of Joe Brigham, Inc. to provide an appropriate helicopter with an experienced pilot for the purpose of planting fish and taking water samples in forty-eight (48) remote mountain ponds under the direction of fisheries personnel of the Fish and Game Department. Estimated flight time: To be done in the third week of June, 16 hours and provide for set up and clean up.
- In addition to the helicopter and pilot, the operator shall provide a fuel service truck at up to nine (9) landing sites located throughout the central and northern sections of the State selected under the discretion of fisheries personnel of the Fish and Game Department.
- Joe Brigham, Inc. is to supply insulated watertight fish tank. 24"x24"x36" tank (approximately 20 gallons) to be supplied with electrically powered aerator for the fish. Flexible drain line with an on/off capability and long enough to reach the exterior of the helicopter. Approx. 10 water samples to be collected by Fish & Game staff and passed up front and maintained by the pilot to be a necessary part of this operation. These operations require a highly experienced pilot to fly and work over rough terrain in the White Mountains and other hazardous flying areas of the state. (Flights occur upwards of 4000 feet and the pilot will need to be experienced in descending in a short time to some of the remote ponds.)
- Helicopter must be equipped with fixed floats for landing on water.
- Contractor must be able to complete stocking in one day unless there are delays due to inclement weather. In the event of associated delays, 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.

Exhibit B

Method of Payment

Method of payment shall be as follows:

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

Exhibit C

Special Provisions

None

# 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 27<sup>th</sup> day of June, A.D. 2013

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

William M. Gardner  
Secretary of State

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

At the 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 Board of Directors unanimously voted as follows:

Raymond Newcomb, President, or in his absence Kurt West, Vice President, is authorized to execute any and all contracts, applications and other necessary business documents for the corporation to do business with the State of New Hampshire in calendar year 2013.

A True Record

Attest:



---

R. Matthew Cairns, Secretary



# CERTIFICATE OF AIRCRAFT 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>			
	<b>PHONE (A/C, No, Ext):</b> T 972-980-0800	<b>FAX (A/C, No):</b> F 214-705-6262		
<b>E-MAIL ADDRESS:</b>				
<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>		<b>%</b>	<b>NAIC #</b>
	<b>INSURER A:</b> National Union Fire Ins. Co of Pittsburgh, PA		50	
	<b>INSURER B:</b> Starr Indemnity & Liability Company		50	
	<b>INSURER C:</b>			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			

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

<b>POLICY INFORMATION</b>		<b>CERTIFICATE NUMBER:</b> 14794178		<b>REVISION NUMBER:</b>	
<b>POLICY TYPE</b>			<b>LINE OF BUSINESS SUBCODE</b>		
<input type="checkbox"/> INDUSTRIAL AID <input type="checkbox"/> NON-OWNED	<input type="checkbox"/> PLEASURE & BUS <input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> AIRPLANE <input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HELICOPTER <input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> MIXED FLEET <input type="checkbox"/> HULL ONLY	<input type="checkbox"/> EXCESS <input checked="" type="checkbox"/> QUOTA SHARE

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

<b>AIRCRAFT COVERAGES</b>					
<b>INSURER LETTER</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>	<b>ADDITIONAL INSURED? (Y / N)</b>	<b>SUBROGATION WAIVED? (Y / N)</b>
	AV379108404 & SASICOM60005412	12/1/2012	12/1/2013	Y	N
<b>COVERAGE</b>	<b>OPTIONS</b>		<b>LIMIT</b>	<b>APPLIES TO</b>	<b>LIMIT</b>
<b>AIRCRAFT HULL</b>	<input checked="" type="checkbox"/> Schedule Attached	<input checked="" type="checkbox"/> Deductibles:	\$ 2500. Rotors NIM		\$ 25,000. RIM
<b>AIRCRAFT LIABILITY</b>			\$ 10,000,000.	EA OCC EA PASS	EA PER AGGR
<b>MEDICAL PAYMENTS</b>	<input checked="" type="checkbox"/> INCLUDING CREW <input type="checkbox"/> EXCLUDING CREW		\$ 10,000.	EA PER	
<b>COVERAGE</b>					
<b>CODE</b>	<b>DESCRIPTION</b>	<b>OPTIONS</b>	<b>LIMIT</b>	<b>APPLIES TO</b>	<b>LIMIT</b>
	Slung/Cargo		\$ 250,000.	EA OCC	\$
	Chemical Liability	<input checked="" type="checkbox"/> Respects:	\$ 500,000.	EA OCC/AGG	\$
<b>TERRI:</b>	US, Canada, Mexico		\$		\$

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

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
State of New Hampshire Department of Fish and Game Attn: Mr. Robert Fawcett 2 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.	
		<b>AUTHORIZED REPRESENTATIVE</b>  (TX) Jay Scarbo	

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ACORD 21 (2009/12)

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CERT NO.: 14794178 (TX) Cheryl Borden 11/28/2012 10:30:40 AM Page 1 of 3

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

DATE ISSUED 11/28/2012
---------------------------

**NAMED INSURED:**  
 Joe Brigham, Inc.  
 JBI Helicopters  
 720 Clough Mill Road  
 Pembroke, NH 03275

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

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

<b>N Number</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial No.</b>	<b>Crew</b>	<b>Pax</b>	<b>Liability Limit</b>
N445JB	1971	Bell	206B3	619	1	4	\$10,000,000.00
N64JB	1978	Bell	206B	2438	1	4	\$10,000,000.00
N800JB	1979	Bell	206B	2832	1	4	\$10,000,000.00
N801JB	1979	Bell	206B III	2697	1	4	\$10,000,000.00
N803JB	1991	Bell	206B	4172	1	4	\$10,000,000.00
N868JB	2000	Bell	206 BIII	4534	1	4	\$10,000,000.00



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

T 972-980-0800  
 F 214-705-6262

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



March 18, 2013

NH Fish & Game Dept.  
Attn: Inland Fisheries  
11 Hazen Drive  
Concord, NH 03301-6500

To Whom It May Concern:

This letter serves as the official quote for aerial fish stocking of approximately 47 remote ponds and water samplese at 10 remote ponds in the State of New Hampshire.

The cost is an hourly basis of \$950.00 per hour of flight time; pervious years have taken no more than 13 hours to complete this project. Thee is a \$250.00 installation and a \$250.00 removal charge for the water tank. If an overnight is required, there is a fee of \$150.00 per person. Also 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 fee's will not be charged if we receive a copy of your Exemption Certificate.

Thank you for the opportunity to quote this project.

Sincerely,

A handwritten signature in cursive script that reads "Ray Newcomb".

Ray Newcomb  
President

JBI  
HELICOPTER  
SERVICES

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