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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS
172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

October 14, 2022

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (DNCR), Division of Forests and Lands to enter into a **Sole Source** contract with Joe Brigham, Inc. d/b/a JBI Helicopter Services (VC #155648), Pembroke, NH in the amount of $13,950 to provide helicopter services to refuel the propane tank at the Kearsarge Mountain Communications Site in Warner, NH effective upon Governor and Council approval through June 16, 2023. 100% Other Funds.

Funding is available in account, Communication Sites Ops., as follows:

	FY 2023
03-035-035-351010-86820000-103-502664 - Contracts for Op Services	$13,950

EXPLANATION

This request is **Sole Source** because refueling missions to the remote Kearsarge Mountain Communications Site are highly specialized and JBI Helicopter Services (JBI) is the only company in New Hampshire with the necessary equipment and expertise to complete this work.

DNCR manages and maintains a communications site at the summit of Kearsarge Mountain, which is a remote site without road access to the summit. DNCR is responsible for the facility's backup generator, which provides electricity in the event of a power outage for our radio communications equipment as well as our tenants who use this facility, including several governmental public safety entities.

Propane fuel is delivered to the summit by helicopter from an off-summit staging area on State property in multiple 120 lb. cylinders and then transferred into a 1,000 gallon propane tank at the summit communications facility. Refueling missions are required every 1½ to 2 years, depending on the number of power outages/generator use, and are a coordinated effort between DNCR, the Department of Safety's Division of Emergency Services and Communications, JBI, and the company providing the propane.

The Attorney General's Office has reviewed and approved the contract as to form, substance, and execution.

Respectfully Submitted,

Patrick D. Hackly
Director

Concurred,

Sarah L. Stewart
Commissioner

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 Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road Concord NH 03301	
1.3 Contractor Name Joe Brigham, Inc JBI Helicopter Services		1.4 Contractor Address 720 Clough Mill Road Pembroke NH 03275	
1.5 Contractor Phone Number 603-225-3134	1.6 Account Number 86820000-103	1.7 Completion Date 6/16/2023	1.8 Price Limitation $13,950.00
1.9 Contracting Officer for State Agency Benjamin C. Eosue – Communications Program Coordinator		1.10 State Agency Telephone Number 603-271-2214	
24.2 Contractor Signature Donna J. Newcomb Date: 9/28/22		24.2 Name and Title of Contractor Signatory Donna J. Newcomb, CEO	
1.13 State Agency Signature Sarah Stewart Date: 10/25/2022		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: /s Christopher Bond On: 10/28/22			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DJN
Date 9/28/22

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 other2ccount 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.

Contractor Initials NJN
Date 9/28/22

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 Initials MJN
Date 9/28/22

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.

Contractor Initials DJN
Date 9/28/22

STATE OF New HAMPSHIRE

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

DIVISION OF FORESTS AND LANDS

Mt. Kearsarge Helicopter Propane Refueling

EXHIBIT A – Special Provisions

No Special Provisions are required for this contract.

Contractor Initials DJN
Date 9/08/22

STATE OF New HAMPSHIRE

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

DIVISION OF FORESTS AND LANDS

Mt. Kearsarge Helicopter Propane Refueling

EXHIBIT B – Scope of Services

The contractor shall provide contractual services to the State of New Hampshire Department of Natural and Cultural Resources, Division of Forests and lands to refuel the propane tank at DNCR's Mt. Kearsarge Mountain-top communications facility via helicopter. Contracted services include:

- Mobilization & Demobilization, including Pilot, Ground Crew, and support vehicles(s)
- Utilization a Bell 206 (800# lift capacity) helicopter at the rates specified in Exhibit C
- Responsible for all permits, taxes, ground fees, and/or other approvals which may be required to accomplish the job.
- Supplying all air to ground radios, standard rigging gear, and fuel on job site if necessary.
- JBI will not be responsible for costs incurred by the contractor if inclement weather prevents their crew from working on the days scheduled, once the crew and equipment arrives on the job site.

Contractor Initials ATW
Date 9/28/22

STATE OF New HAMPSHIRE

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

DIVISION OF FORESTS AND LANDS

Mt. Kearsarge Helicopter Propane Refueling

EXHIBIT C – Payment Terms

Contract Price:

DESCRIPTION	QUANTITY	UNIT PRICE ($)	AMOUNT ($)
Mobilization & Demobilization Includes: Pilot, Ground Crew, and support vehicle(s)	1 Total	$2,800	$2,800
Bell 206 Daily Rate (800# lift capacity) To be charged daily. Includes up to 4 flight hours	1 Each	$8,560	$8,560
Bell 206 (800# lift capacity) To be charged per flight hour over 4 hour minimum	1 Hour	$2,140	$2,140
Fuel over $5.00 per gallon (TBD) Additional 19% fuel surcharge (FSC) will be applied to fuel over $5.00 per gallon balance	0 Per Gallon	$0	$0
Weekend/Holiday Fee Per Day, If needed	1 Per Day	$450	$450
*Customer Delay/Crew Wait Time First hour is no charge. See below definition of wait time	0 Per Hour	$700	$0

(Customer delay applies if JBI crew is on the job site, ready and able to work, but put on "standby" by the customer for reasons beyond the control of JBI)

Total Contract Price not to exceed $13,950.

Method of Payment:

Payment (net 30 days) shall be made upon satisfactory completion of services and receipt of itemized invoice.

Term:

This contract shall commence upon approval by Governor and Executive Council, with a completion date of June 16, 2023.

Contractor Initials ____
Date 9/28/22

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 : **0005889285**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **27th** day of **October** A.D. **2022.**

David M. Scanlan
Secretary of State

Certificate of Authority #1 **(Corporation, Non-profit Corporation)**

Corporate Resolution

I, Karyn Finkelson, **hereby certify** that I am duly elected Officer of Joe Brigham Inc dba JBI Helicopter Services. I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 14, 2021, at which a quorum of the directors/shareholders were present and voting.

> **Voted:** That Donna J. Newcomb, CEO is duly authorized to enter into contracts or agreements on behalf of Joe Brigham Inc. dba JBI Helicopter Services with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended of repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: __10/6/2022 **ATTEST:** _____, CFO
(Name & Title)

CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

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:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED

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

INSURER(S) AFFORDING COVERAGE		%	NAIC #
INSURER A :	Global Aerospace Member Companies	30	
INSURER B :	Starr Indemnity & Liability Company	20	38318
INSURER C :	Old Republic Insurance Company	30	24147
INSURER D :	United States Aircraft Insurance Group	20	
INSURER E :			
INSURER F :			

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

AIRPORT & FBO LIABILITY COVERAGES **CERTIFICATE NUMBER:** 70678083 **REVISION NUMBER:**

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)
A	12001224;and as on file	7/1/2022	12/1/2023	Y	N

COVERAGE		OPTIONS		LIMIT	APPLIES TO	LIMIT	APPLIES TO
PREMISES LIABILITY	✓			$	BI EA PER	$	PD
				$25,000,000.	EA OCC		
PREMISES MEDICAL PAYMENTS	✓			$50,000	EA PER	$	EA OCC
PRODUCTS LIABILITY		SALE OF FUEL & OIL		$	BI EA PER	$ 25,000,000.	AGGR
	✓	EXTENDED		$25,000,000.	EA OCC		
COMPLETED OPERATIONS LIABILITY	✓	EXTENDED		$25,000,000.	BI EA PER	$ 25,000,000.	AGGR
				$	EA OCC		
HANGARKEEPERS LEGAL LIABILITY	✓	INCLUDING TAXI		$10,000,000.	EA AIRCRAFT	$ 10,000,000.	EA OCC
		IN FLIGHT					
FIRE LEGAL LIABILITY	✓			$500,000	ANY ONE FIRE		
PERSONAL INJURY LIABILITY	✓			$25,000,000.	EA OCC	$ 25,000,000.	AGGR
ADVERTISING LIABILITY	✓			$25,000,000.	EA OCC	$ 25,000,000.	AGGR
CONTRACTUAL LIABILITY	✓	INCLUDED	EXCLUDED				

COVERAGE CODE	COVERAGE DESCRIPTION		OPTIONS			LIMIT	APPLIES TO	LIMIT	APPLIES TO
Auto -	Excess Follows	✓	#02CA02332012		Granite State	$1,000,000.	EA OCC	$	
WorkCom	Excess Follows	✓	#1000005062		Starr Indemnity	$3,000,000.	EA OCC	$	
						$		$	
	Independ Contractors	✓				$25,000,000	EA OCC	$	
						$		$	
DEDUCT	Hangarkeepers	✓				$10,000	Ea Aircraf	$	

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

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 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.

CERTIFICATE HOLDER

State of New Hampshire
Department of Natural and Cultural Resources
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rob Wetzig

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ACORD 20 (2016/03) **The ACORD name and logo are registered marks of ACORD**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

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:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : Global Aerospace Member Companies - 30% Lead	
INSURER C : Starr Indemnity & Liability Company - 20%	38318
INSURER D : Old Republic Insurance Company - 30%	24147
INSURER E : United States Aircraft Insurance Group - 20%	22667
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER:** 70678170 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	**UMBRELLA LIAB** / OCCUR			12001224	7/1/2022	12/1/2023	EACH OCCURRENCE	$ 3,000,000
	✓ **EXCESS LIAB** / CLAIMS-MADE			Excess Employers Liabilit			AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			1000005062	7/7/2022	7/7/2023	✓ PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y	N / A					E.L. EACH ACCIDENT	$ 2,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Natural and Cultural Resources
Division of Forests and Lands
172 Pembroke Road
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rob Wetzig

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