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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

July 1, 2014

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

Requested Action

Authorize the Department of Safety (DOS) Division of State Police to **retroactively** exercise a one-year contract renewal option with Anvab, Inc. d/b/a Concord Aviation Services (VC #170183-B001), Concord, NH, in an amount not to exceed \$40,000.00 for the provision of scheduled maintenance and inspection of the Cessna Aircraft, contingent on Concord Aviation Services remaining the Fixed Base Operator at Concord Municipal Airport. The original contract was approved by Governor and Council on July 11, 2012, Item #95. Effective upon Governor and Council approval from July 1, 2014, through June 30, 2015. Funding source: 81% Highway and 19% Turnpike.

Funds are available in the SFY 2015 operating budget as follows:

02-23-23-234010-40060000	Dept. of Safety – Division of State Police – Aircraft Traffic Surveillance	<u>FY 2015</u>
020-500235	Current Expenses – Vehicle Maintenance	\$40,000.00

Explanation

This contract renewal is **retroactive** due to the ongoing negotiations between the City of Concord and Concord Aviation Services regarding the vendor's lease of the current facility owned by the City, as the contract is contingent on the vendor being the Fixed Based Operator at Concord Municipal Airport. This contract renewal provides for annual maintenance and inspections to the State Police Cessna aircraft. The frequency of scheduled maintenance and inspections is based on 1,000 flight hours annually. Any unscheduled maintenance requirements will be billed at shop rate plus parts.

The vendor currently leases the facility located at 71 Airport Road, which consists of five buildings north of the State Police hangar. The facility's hangar area is approximately 20,000 square feet and can house an aircraft with a tail height of up to 18 feet. This area is heated; however, only the staff area is air-conditioned. The vendor's lease with the City of Concord expired on June 30, 2014, and the City has extended the lease for an additional 120 days, during which time the vendor and the City will continue their negotiations for a new lease that will begin in October 2014. If the vendor's lease proposal is not accepted by the City, this contract will no longer be in effect and these services will immediately be rebid at that time. The State Police have a contingency plan in place in the event the Cessna needs servicing during that bidding process. If the vendor enters a new lease with the City, these services will be bid out upon completion of this contract.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

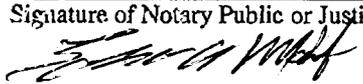
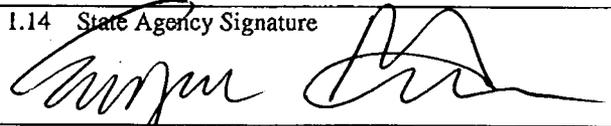
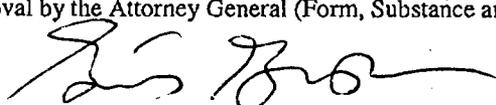
Subject: State Police Cessna maintenance contract renewal FY 2015 FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Dept. of Safety, Div. of State Police</u>		1.2 State Agency Address <u>33 Hazen Dr., Concord, NH 03305</u>	
1.3 Contractor Name <u>Anvab, Inc. d/b/a Concord Aviation Services</u>		1.4 Contractor Address <u>71 Airport Rd., Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>(603) 228-2267</u>	1.6 Account Number <u>Pls. see Exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>Not to exceed \$40,000.00</u>
1.9 Contracting Officer for State Agency <u>Colonel Robert L. Quinn</u>		1.10 State Agency Telephone Number <u>(603) 223-3863</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>DAVID M. ROLLA, PRESIDENT</u>	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>MERRIMACK</u> On <u>June 9th, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>EDWARD A. MALOOF</u> Justice of the Peace - New Hampshire My Commission Expires March 28, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Director of Administration</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/11/14</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 AMB
Date 6/9/14

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

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A
Cessna 2015 Maintenance Proposal

The New Hampshire Department of Safety, Division of State Police is extending a contract with Anvab, Inc. d/b/a Concord Aviation Services to provide maintenance on the State Police Cessna 182T aircraft for the period July 1, 2014 through June 30, 2015. *(contingent on Concord Aviation Services being the Fixed Base Operator at Concord Municipal Airport); however, State Police will then re-bid the contract.*

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

2. **Scope:**
The contractor shall provide scheduled inspections, maintenance, repairs, parts, lubricants and oils for a Cessna 182T Serial # 18282106, with a Lycoming IO-540-AB1A5, S/N L-32976-48E. The maintenance projection is for approximately 1,000 flight hours per year.

3. **Services to be Rendered:**
 - a. Scheduled maintenance of the airplane for the contract period in accordance with the applicable technical manual for the Cessna 182T model in compliance with applicable FAA requirements. All inspections will coincide with the manufacturer's recommended inspection checklist and conform to the inspection criteria in FAR Part 43 and AC 43-13-3 Appendix D.
 - b. Maintenance will be scheduled as agreed upon between the State of New Hampshire and the contractor. The contractor will immediately notify the State of any unacceptable conditions determined by the inspections or during services.
 - c. The airplane will be delivered to the contractor for service unless another or alternate location is mutually agreed upon between the State and the contractor.
 - d. Any unscheduled maintenance determined to be necessary pursuant to an inspection or service will be reviewed immediately for corrective action. All unscheduled maintenance conditions will be assessed and contracted for independent of any agreement granted by this contract.
 - e. Any scheduled maintenance or inspections that are required to be performed by an agency or person affiliated with the contractor, i.e., Avionics/IFR inspections, are permissible; however, the terms of this contract are controlling unless deviations are mutually agreed to by the State and the contractor.

DMQ

Addendum 1
PROJECTED MAINTENANCE SUMMARY

The following maintenance is projected for the one year period beginning July 1st, 2014 through June 30th, 2015 for a Cessna 182T with a Lycoming Serial # 18282106, with a Lycoming IO-540-AB1A5, S/N L-32976-48E. Scheduled maintenance of the airplane shall be in accordance with all FAA requirements and applicable technical manuals for Cessna 182T airplane and Lycoming engine. The projection is based on 1,000 flight hours per year.

	<u>Service</u>	N366NH 182 T
1.	Annual Inspection:	\$1,872.39
2.	100 Hour Inspection	\$1,526.02
3.	50 Hour Oil / Filter Change	\$264.68
4.	Tires including mounting / Main Gear (Airhawk 600-6)	\$236.25/ea
5.	Tires including mounting Nose Wheel (Airhawk 500-5)	\$225.75/ea
6.	Tire Tubes / nose	\$220.50/ea
7.	Tire Tubes / main	\$204.75/ea
8.	Spark Plugs (Sets of 12)[PARTS ONLY]	\$834.75/set
9.	Alternator	\$2,373.00
10.	Aircraft Main Battery Replacement	\$693.00
11.	Taxi Lamp	\$1,044.75
12.	Landing Lamp	\$960.75
13.	Wingtip anti collision strobe bulbs	\$614.25
14.	Flashing Beacon Light Bulb	\$99.75
15.	Wing Position Light Bulb	\$483.00
16.	Tail Position Light Bulb	\$409.50
17.	Brake pads; pairs	\$173.25/side
18.	Brake Discs; 1 each side	\$241.50/side
19.	Nose Strut Service (O-Rings)	\$294.00
20.	500 hour Slick magneto inspection	\$1,501.50
21.	24 month Pitot Static System (IFR) Check	\$367.50
22.	24 month Transponder Inspection	\$157.50
23.	Carbon monoxide detectors	\$10.50
24.	500 hour Air filter element replacement	\$215.25
25.	2000 hour Engine and propeller overhaul	N/A*
26.	Winterization Kit	\$3,433.50
27.	Oil/Water Separator	\$1,191.75
28.	Avionics switch replacement	\$189.00
29.	AD 2013-11-11 oil switch replacement	\$330.75
30.	Phillips 20/50 X/C case of 12 qts	\$126.00
31.	Consumables @ 1.5% of invoice	

	Hourly Labor rate for unscheduled maintenance and repairs	\$75.00/hr

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

***This service will be re-bid at a later date.**

UNSCHEDULED MAINTENANCE

1. In the event a discrepancy not listed above is discovered during a routine inspection, that unscheduled maintenance expense must be submitted as *cost per hour* and *replacement/repair part discount* (percentage). Unscheduled maintenance will be evaluated on a case by case basis.

a. Unscheduled Maintenance:

Hourly Shop Rate: \$ 75.00

Discount off Manufacturer List Price 10 %

2. All unscheduled maintenance will be performed only with the authorization of the State and with an estimate of the total cost, including shop hours and repair parts.
3. The State has no intention of supplying maintenance parts. It may however add specialized equipment obtained through bids from other vendors such as thermal imaging, night vision, tactical radio, etc. in which case the state will only pay the hourly installation rate.

Note: Note: Discount applies to parts that are in current production and are readily available through CAS's normal distribution channels (i.e. Aviall, API, Aero Performance, etc). Concord Aviation Services reserves the right to markup any part that is special order, no longer in current production, sole source, out of stock, or parts for which there is no list price. These parts will be sold at our invoiced parts cost plus markup of 25% using the Retail Markup formula: $Sell \$ = Cost \$ / (1 - Markup)$

EXHIBIT B

The contractor agrees to invoice the State of New Hampshire after any work performed on the State Police Cessna Aircraft has been completed. The State of New Hampshire agrees to make payment of such invoices within 30 days.

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

FY 2015

02-23-23-234010-4006	Dept. of Safety – Div. of State Police – Aircraft Traffic Surveillance	
020-500235		\$40,000.00
Current Expenses – Vehicle Maintenance		

EXHIBIT C

Both parties agree to amending section 14.1 of the P-37 (General Provisions Agreement form) amount of insurance to agree with the contractor's coverage currently in force of comprehensive general liability in the amount of \$5,000,000.00 each occurrence as it exceeds the coverage required by the State.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANVAB, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 1, 1994. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of June, A.D. 2014

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

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD AVIATION SERVICES is a New Hampshire trade name registered on June 1, 1994 and that ANVAB, 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 10th day of June, A.D. 2014

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

William M. Gardner
Secretary of State

Certificate of Corporate Authority

Certificate of Vote

I, Cynthia L. Rolla, hereby certify I am the Assistant Secretary of Anvab, Inc. d/b/a Concord Aviation Services. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on 9 June 2014, at which time a quorum of the Board was present and voting:

Voting:

- 1) A vote of this Corporation authorizing David M. Rolla, on behalf of the Corporation, to enter into a contract for services provided in the maintenance of aircraft to the Department of Safety, Division of State Police, with this State of New Hampshire.
- 2) A vote of this Corporation authorizing David M. Rolla, on behalf of the Corporation, to execute any documents, which may, in his judgment, be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in force and effect as of 9 June 2014, and that David M. Rolla is the duly elected President of this Corporation.

Signed Cynthia Rolla
Cynthia L. Rolla

Date 6/9/14

STATE of N.H. COUNTY of MERRIMACK, SS
on this day, JUNE 9th, 2014, CYNTHIA ROLLA, KNOWN
TO ME, EXECUTED THIS INSTRUMENT FOR THE PURPOSE
THEREIN CONTAINED.


EDWARD A. MALOOF
Justice of the Peace - New Hampshire
My Commission Expires March 28, 2017



CERTIFICATE OF INSURANCE

This Is To Certify To: State of New Hampshire
Department of Safety
Division of State Police
33 Hazen Drive
Concord, NH 033302

That The Following Policy(ies) Of Insurance Have Been Issued To: Anvab, Inc. dba Concord Aviation Services
71 Airport Road
Concord, NH 03301

Policy Number: UA00003672AV14A

Policy Period: From: June 10, 2014 To: June 10, 2015

Insurance Company: XL Specialty Insurance Company

Liability Coverages	Limits of Liability	
	Each Occurrence	Annual Aggregate
General Aggregate Limit (other than Products-Completed Operations and Hangarkeepers)	\$ <u>NOT APPLICABLE</u>	\$ <u>NOT APPLICABLE</u>
Products / Completed Operations Limit	\$ <u>5,000,000</u>	\$ <u>5,000,000</u>
Personal and Advertising Injury Limit	\$ <u>500,000</u>	\$ <u>500,000</u>
Each Occurrence	\$ <u>5,000,000</u>	\$ _____
Fire Damage Limit (Any One Fire)	\$ <u>300,000</u>	\$ _____
Medical Expense Limit (Any One Per Person)	\$ <u>10,000</u>	\$ _____
Hangarkeeper's Limit Each Aircraft	\$ <u>5,000,000</u>	\$ _____
Hangarkeeper's Limit, Each Occurrence	\$ <u>5,000,000</u>	\$ _____

Other Coverages/Conditions/Remarks:

Garagekeepers Coverage - \$100,000 each occurrence

The certificate holder is included as an additional insured but only with respect to liability arising out of the Named Insured's Aviation Operations. In addition, notwithstanding any provision in the policy to the contrary, the Company waives its rights of subrogation against Additional Insured. This waiver shall not affect any of the insured's own rights under this contract. The certificate holder is recognized as a Manager and/or Lessor of the premises occupied by the Insured. The coverage provided under this policy shall be considered primary and non-contributory from any other insurance available to the Additional Insured or to the certificate holder.

Certificate No. 2

Date of Issue June 9, 2014

Authorized Representative

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 all terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.



INSURANCE BINDER

DATE (MM/DD/YYYY)

06/09/2014

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Avion Insurance Agency 1307 South Int'l Pkwy Ste 1071 Lake mary, FL 32746		COMPANY Praetorian Insurance Company		BINDER # WC74W7JV01	
PHONE (A/C, No, Ext): 407-936-6800		FAX (A/C, No): 407-936-6801		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #	
CODE: AV069		SUB CODE:		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)	
AGENCY CUSTOMER ID: MLUMPKIN		INSURED Anvab Inc			

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL.				ACTUAL CASH VALUE STATED AMOUNT \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
SPECIAL CONDITIONS / OTHER COVERAGES				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$ 12,852.00

NAME & ADDRESS

	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTAT <i>Mehal Zohri</i>	

HC to Dott 6-27-12



State of New Hampshire

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

G+C 7-11-12
 #95

JOHN J. BARTHELMES
 COMMISSIONER

June 15, 2012

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

Requested Action

Authorize the Department of Safety (DOS) Division of State Police to exercise a retroactive, two-year contract with Anvab, Inc. d/b/a Concord Aviation Services (VC #170183), Concord, NH, in an amount not to exceed \$80,000.00 for the provision of scheduled maintenance and inspection of the Cessna Aircraft with the option to renew for one (1), one (1)-year term as agreed upon by the Contractor and State, at the time of extension (contingent on Concord Aviation Services being the Fixed Base Operator at Concord Municipal Airport). Effective upon Governor and Council approval July 1, 2012 through June 30, 2014. Funding source: 81% Highway and 19% Turnpike.

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

Funds are available in the SFY 2013 operating budget and anticipated to be available in the SFY 2014 operating budget as follows:

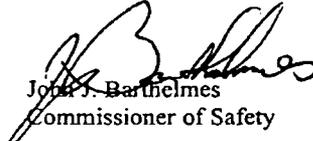
	<u>FY 2013</u>	<u>FY 2014</u>
02-23-23-234010-4006 Dept. of Safety – Division of State Police – Aircraft Traffic Surveillance		
020-500235	\$40,000.00	\$40,000.00
Current Expenses – Vehicle Maintenance		

Explanation

This contract is retroactive due to the time it took for State Police to determine whether to include the engine overhaul in the maintenance contract (due to budgetary constraints, it was determined that this will be re-bid at a later date). Also, the original contract for Cessna maintenance which was approved by Governor and Council on August 10, 2011, Item #113 (please see attached) encumbered funds for SFY 2012 and SFY 2013. Due to the increased number of hours the Cessna is flown the contract for both fiscal years was depleted during SFY 2012.

Ads for this contract were placed in the Manchester Union Leader April 18, 19 & 20, 2012, as well as on the Administrative Services website. Anvab, Inc. d/b/a Concord Aviation Services submitted the sole proposal. This contract is to provide annual maintenance and inspections to the State Police Cessna aircraft. Any unscheduled maintenance requirements will be billed at shop rate plus parts.

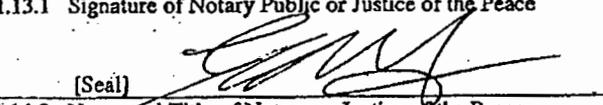
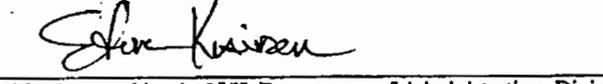
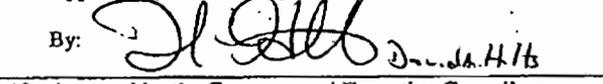
Respectfully submitted,


 John J. Barthelmes
 Commissioner of Safety

Subject: State Police Cessna maintenance contract FY 2013-14 FORM NUMBER P-37 (version 1/09)

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

1. IDENTIFICATION.

1.1 State Agency Name <u>Dept. of Safety, Div of State Police</u>		1.2 State Agency Address <u>33 Hazen Dr, Concord, NH 03305</u>	
1.3 Contractor Name <u>Anvab, Inc. d/b/a Concord Avlation Services</u>		1.4 Contractor Address <u>71 Alrport Rd, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>(603) 228-2267</u>	1.6 Account Number <u>Pls see Exhibit B</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>Not to exceed \$80,000.00</u>
1.9 Contracting Officer for State Agency <u>Colonel Robert L. Quinn</u>		1.10 State Agency Telephone Number <u>(603) 223-3863</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>DAVID M. ROLLA, PRESIDENT</u>	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>MERRIMACK</u> On <u>6/17/2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>EDWARD A. MALOOF</u> <u>Justice of the Peace - New Hampshire</u> <u>My Commission Expires March 28, 2017</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Steve Kinszen, Administrator, Dept Safety</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/26/12</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

DNR
6/7/12

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 DML
Date 6/7/12

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials
Date

DWB
6/7/12

Exhibit A
Cessna 2013 – 2014 Maintenance Proposal

The New Hampshire Department of Safety, Division of State Police is entering into a contract with Anvab, Inc. d/b/a Concord Aviation Services to provide maintenance on the State Police Cessna 182T aircraft for the period July 1, 2012 through June 30, 2014. *The contract may be extended for one (1) one (1)-year period under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the Division of State Police not to extend beyond June 30, 2015 (contingent on Concord Aviation Services being the Fixed Base Operator at Concord Municipal Airport); however, State Police will then re-bid the contract.*

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

2. **Scope:**
The contractor shall provide scheduled inspections, maintenance, repairs, parts, lubricants and oils for a Cessna 182T Serial # 18282106, with a Lycoming IO-540-AB1A5, S/N L-32976-48E. The maintenance projection is for approximately 1,000 flight hours per year.

3. **Services to be Rendered:**
 - a. Scheduled maintenance of the airplane for the contract period in accordance with the applicable technical manual for the Cessna 182T model in compliance with applicable FAA requirements. All inspections will coincide with the manufacturer's recommended inspection checklist and conform to the inspection criteria in FAR Part 43 and AC 43-13-3 Appendix D.
 - b. Maintenance will be scheduled as agreed upon between the State of New Hampshire and the contractor. The contractor will immediately notify the State of any unacceptable conditions determined by the inspections or during services.
 - c. The airplane will be delivered to the contractor for service unless another or alternate location is mutually agreed upon between the State and the contractor.
 - d. Any unscheduled maintenance determined to be necessary pursuant to an inspection or service will be reviewed immediately for corrective action. All unscheduled maintenance conditions will be assessed and contracted for independent of any agreement granted by this contract.
 - e. Any scheduled maintenance or inspections that are required to be performed by an agency or person affiliated with the contractor, i.e., Avionics/IFR inspections, are permissible; however, the terms of this contract are controlling unless deviations are mutually agreed to by the State and the contractor.

DMC
6/17/12

**Addendum 1
PROJECTED MAINTENANCE SUMMARY**

The following maintenance is projected for the two year period beginning July 1st, 2012 through June 30th, 2014 for a Cessna 182T with a Lycoming Serial # 18282106, with a Lycoming IO-540-AB1A5, S/N L-32976-48E. Scheduled maintenance of the airplane shall be in accordance with all FAA requirements and applicable technical manuals for Cessna 182T airplane and Lycoming engine. The projection is based on 1,000 flight hours per year.

	<u>Service</u>	N366NH 182 T
1.	Annual Inspections: March 2013 & June 2014	\$1,783.23
2.	100 Hour Inspection	\$1,453.35
3.	50 Hour Oil / Filter Change	\$252.08
4.	Tires including mounting / Main Gear (Airhawk 600-6)	\$225.00/ea
5.	Tires including mounting Nose Wheel (Airhawk 500-5)	\$215.00/ea
6.	Tire Tubes / nose	\$210.00/ea
7.	Tire Tubes / main	\$195.00/ea
8.	Spark Plugs (Sets of 12)[PARTS ONLY]	\$795.00/set
9.	Alternator	\$2,260.00
10.	Aircraft Main Battery Replacement	\$660.00
11.	Taxi Lamp	\$995.00
12.	Landing Lamp	\$915.00
13.	Wingtip anti collision strobe bulbs	\$585.00/ea
14.	Flashing Beacon Light Bulb	\$95.00
15.	Wing Position Light Bulb	\$460.00/ea
16.	Tail Position Light Bulb	\$390.00
17.	Brake pads; pairs	\$165.00/side
18.	Brake Discs; 1 each side	\$230.00/side
19.	Nose Strut Service (O-Rings)	\$280.00
20.	500 hour Slick magneto inspection	\$715.00
21.	24 month Pitot Static System (IFR) Check	\$350.00
22.	24 month Transponder Inspection	\$150.00
23.	Carbon monoxide detectors	\$10.00
24.	ELT battery	\$500.00
25.	500 hour Air filter element replacement	\$205.00
26.	2000 hour Gerdes Ignition switch Internal	\$260.00
27.	2000 hour Engine and propeller overhaul	N/A*
28.	Hourly Labor rate for unscheduled maintenance and repairs	\$75.00 per hour
	Consumables, % of invoice	1.5%

DMR

6/17/12

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

*This service will be re-bid at a later date.

UNSCHEDULED MAINTENANCE

1. In the event a discrepancy not listed above is discovered during a routine inspection, that unscheduled maintenance expense must be submitted as *cost per hour* and *replacement/repair part discount* (percentage). Unscheduled maintenance will be evaluated on a case by case basis.

a. Unscheduled Maintenance:

Hourly Shop Rate:	\$ <u>75.00</u>
Discount off Manufacturer List Price	<u>10</u> %

2. All unscheduled maintenance will be performed only with the authorization of the State and with an estimate of the total cost, including shop hours and repair parts.
3. The State has no intention of supplying maintenance parts. It may however add specialized equipment obtained through bids from other vendors such as thermal imaging, night vision, tactical radio, etc. in which case the state will only pay the hourly installation rate.

EXHIBIT B

The contractor agrees to invoice the State of New Hampshire after any work performed on the State Police Cessna Aircraft has been completed. The State of New Hampshire agrees to make payment of such invoices within 30 days.

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

	<u>FY 2013</u>	<u>FY 2014</u>
02-23-23-234010-4006 Dept. of Safety – Div. of State Police – Aircraft Traffic Surveillance		
020-500235	\$40,000.00	\$40,000.00
Current Expenses – Vehicle Maintenance		

EXHIBIT C

Both parties agree to amending section 14.1 of the P-37 (General Provisions Agreement form) amount of insurance to agree with the contractor's coverage currently in force of comprehensive general liability in the amount of \$5,000,000.00 each occurrence as it exceeds the coverage required by the State.