



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

May 26, 2015

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

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a two-year contract with Concord Aviation Services, LLC (VC #170183-B001), 71 Airport Road, Concord, NH, in an amount not to exceed \$234,000.00, for the purpose of providing scheduled maintenance and inspections of the State Police Cessna 182T aircraft (contingent on Concord Aviation Services, LLC being the Fixed Base Operator at Concord Municipal Airport). This contract will become effective upon Governor and Council approval for the period July 1, 2015 through June 30, 2017. Funding source: 19% Turnpike, 48% Highway, 33% General.

Funds are expected to be available in the SFY 2016 and SFY 2017 operating budgets as follows contingent upon availability and continued appropriations with authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

02-23-23-234015-40060000 Dept. of Safety – Div. of State Police – Aircraft Traffic Surveillance	<u>FY 2016</u>	<u>FY 2017</u>
020-500235 - Current Expenses – Vehicle Maintenance	\$81,000.00	\$153,000.00

Explanation

This contract will provide maintenance and repair to the State Police Cessna 182 aircraft. Any unscheduled maintenance requirements will be billed at shop rate plus parts.

An advertisement for requests for proposals was placed on the Administrative Services website as well as in the Manchester *Union Leader* February 20, 22 and 23, 2015, pursuant to MOP 1600. One proposal was received from Concord Aviation Services, LLC.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety



New Hampshire Aviation Unit



Cessna 182T Maintenance – Vendor Submission Criteria

(RC) Major Russell Conte - (CW) Captain Christopher Wagner - (MS) Lt. Matthew Shapiro – (DL) Pilot David Linares

VENDOR: Concord Aviation Services, LLC		RC	CW	MS	DL		AVG.
A. Proposal Presentation	10	9	10	9	9		9.25
B. Accreditation	10	10	10	10	10		10
C. Experience/References	10	10	10	10	10		10
D. Incurred Costs	10	10	10	10	10		10
E. Turnaround Time	20	20	20	20	20		20
F. Location	20	20	20	20	20		20
G. Pricing	20	20	20	19	19		19.5
Criteria Score	100	99	100	98	98		98.75

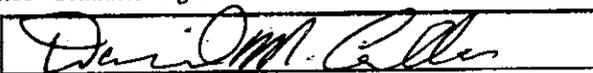
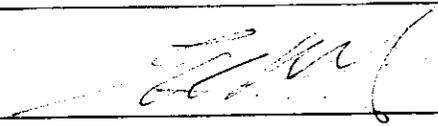
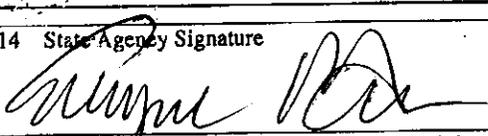
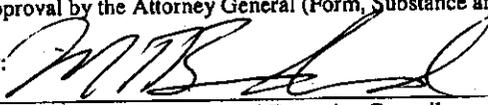
Subject: Maintenance to State Police Cessna 182T aircraft FORM NUMBER P-37 (version 1/09)

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>Concord Avlation Services, LLC</u>		1.4 Contractor Address <u>71 Airport Road, 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, 2017</u>	1.8 Price Limitation <u>Not to exceed \$234,000.00</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, MANAGER</u>	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>MERRIMACK</u> On <u>5-15-15</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 <u>EDWARD A. MALCOFF</u> Justice of the Peace - New Hampshire My Commission Expires March 28, 2017 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
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>5/29/15</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 DMG
Date 5/15/15

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials

Date

DMG
5/15/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

Date

DML
5/15/95

EXHIBIT A
Cessna 182T 2016-2017 Maintenance Proposal

The New Hampshire Department of Safety, Division of State Police is entering into a contract with Concord Aviation Services, LLC to provide maintenance on the State Police Cessna 182T aircraft for the period July 1, 2015 through June 30, 2017 (*contingent on Concord Aviation Services LLC being the Fixed Base Operator at Concord Municipal Airport*); however, State Police will then re-bid the contract. The State will have the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

1. **General:**
The following provisions specify the services to be provided, methods and standards which shall be applied and the responsibilities of the contractor and the NH State Police in the operation of the agreement for the 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 RL-25919-48E, State Police EQ #4655. 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.

Contractor's Initials DMG

Date 5/15/15

PROJECTED MAINTENANCE SUMMARY Airplane N366NH – July 01, 2015 through June 30, 2017

The following maintenance is projected for a two-year period beginning July 1st, 2015 through June 30th, 2017 for Cessna 182T, Serial # 18282106 with a Lycoming IO-540-AB1A5, S/N RL-25919-48E, State Police EQ# 4655. Scheduled maintenance prices shall include all parts and labor and shall be in accordance with all applicable technical manuals for a Cessna 182T model and a Lycoming IO-540-AB1A5 model engine, and all FAA requirements. The projection is based on 1000 flight hours per year.

366NH	Service	July 2015 to June 2017 Total number of occurrences	Prices per service	TOTAL
1.	Annual Inspections: March 2016 & March 2017	2	\$ 2,050.71	\$4,101.43
2.	One Hundred Hour Inspection	18	\$ 1,671.35	\$30,084.35
3.	50 Hour Engine Oil / Filter Change	20	\$289.89	\$5,797.84
4.	Tires including mounting / Main Gear (Airhawk 600-6)	8	\$258.75	\$2,070.00
5.	Tires including mounting / Nose Wheel (Airhawk 500-5)	2	\$247.25	\$494.50
6.	Tire Tubes / nose	2	\$241.50	\$483.00
7.	Tire Tubes / main	4	\$224.25	\$897.00
8.	Spark Plugs; (Sets of 12)	6	\$914.25	\$5,485.50
9.	Alternator	2	\$2,599.00	\$5,198.00
10.	Aircraft Main Battery Replacement	2	\$759.00	\$1,518.00
11.	Taxi Lamp	2	\$1,144.25	\$2,288.50
12.	Landing Lamp	2	\$1,052.25	\$2,104.50
13.	Wingtip anti collision strobe bulb	2	\$672.75	\$1,345.50
14.	Flashing Beacon Light Bulb	2	\$109.25	\$218.50
15.	Wing Position Light Bulb	2	\$529.00	\$1,058.00
16.	Tail Position Light Bulb	2	\$448.50	\$897.00
17.	Brake Pads; pairs	4	\$189.75	\$759.00
18.	Brake Discs; 1 each side	4	\$264.50	\$1058.00
19.	Nose Strut Service (O-rings)	2	\$322.00	\$644.00
20.	500 hour Slick magneto inspection	4	\$822.25	\$3,289.00
21.	24 month Pitot Static System (IFR) Check	1-April 2016	\$402.50	\$402.50
22.	24 month Transponder Inspection	1-April 2016	\$172.50	\$172.50
23.	Carbon monoxide detectors	2	\$11.50	\$23.00
24.	500 hour Air filter element replacement	4	\$235.75	\$943.00
25.	2000 hour Engine and propeller overhaul	1	\$110,400.00	\$110,400.00
26.	Winterization kit	1	\$3,760.50	\$3,760.50
27.	Oil/water separator	1	\$1,305.25	\$1,305.25
28.	Engine cylinder overhaul	1	\$15,180.00	\$15,180.00
29.	Pilots electric force-trim switch replacement	1	\$1,495.00	\$1,495.00
30.	Avionics switch replacement	2	\$207.00	\$414.00
31.	Muffler assembly replacement	1	\$16,604.28	\$16,604.28
32.	AD 2013-11-11 oil pressure switch replacement	1	\$785.00	\$785.00

Contractor's initials *DMLG*

Date *5/15/15*

33	Phillips 20W50 XC engine oil-12 qt cases	14	\$138.00	\$1,932.00
34	Carbon X Aircraft Cleaner – 65 gallon drum	1	\$1,250.00	\$1,250.00
35	Hourly Labor rate for unscheduled maintenance and repairs		\$75.00	
	Sub TOTAL			\$224,458.64
	Consumables; % of invoice			\$3,366.88
	General inflation - Cost increase of....			\$5,611.47

	Grand Total			\$ 233, 436.98
--	-------------	--	--	----------------

Contractor's initials *DD*
Date 5/15/15

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

UNSCHEDULED MAINTENANCE

1. 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
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.

OFF SITE MAINTENANCE

Travel rate \$75
Hourly rate \$75

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: $Sell \$ = Cost \$ / (1 - Markup)$

In the event the aircraft is not capable of flying, Concord Aviation Services is equipped to perform maintenance at the State Police Hangar in Concord or other remote site. The travel rate to and from the remote site shall be per person and by the hour at the Hourly Shop Rate for Unscheduled Maintenance in Item 1 above. Transportation and lodging costs will be invoiced to the State at Cost plus 1.5%. The Hourly Labor Rate in the field shall be the same as the Hourly Shop Rate for Unscheduled Maintenance in Item 1 above.

Contractor's initials DWC
Date 5/15/15

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 2016</u>	<u>FY2017</u>
02-23-23-234010-4006 Dept. of Safety – Div. of State Police – Aircraft Traffic Surveillance		
020-500235	\$81,000.00	\$153,000.00
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.

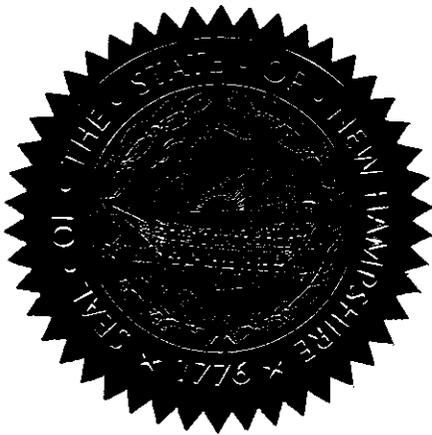
Contractor's initials DMG

Date 5/15/15

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, LLC is a New Hampshire limited liability company formed on November 13, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Handwritten initials "DWR" and the date "5/15/15" in black ink.

Concord Aviation Services, LLC

Special Meeting of the Members by Written Consent

The Undersigned, being all of the Members of Concord Aviation Services, LLC, a New Hampshire limited liability company, hereby consent in writing to the following action:

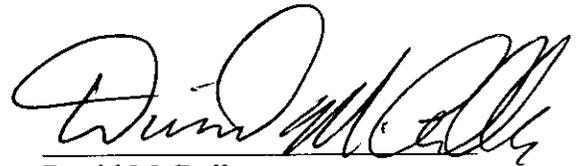
RESOLVED:

The Company is authorized 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.

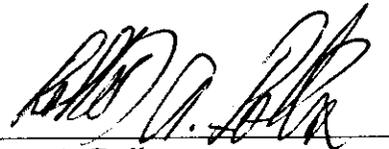
RESOLVED:

That David M. Rolla, as Manager under the Company's Limited Liability Agreement, is hereby authorized on behalf of the Company to execute any documents, which may, in his judgment, be desirable or necessary to affect the purpose of this resolution.

MEMBERS:



David M. Rolla



Robert A. Rolla

Intended Effective Date:

15 May 2015



Brookfield Place
 200 Liberty Street, 25th Floor
 New York, New York 10281
 P: 212-915-7000 F: 212-945-0829

CERTIFICATE OF INSURANCE

This Is To Certify To: State of New Hampshire
 Department of Safety
 Division of State Police 33 Hazen Drive
 Concord, NH 03302

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

Policy Number: UA00003672AV15A

Policy Period: From: 06/10/2015 To: 06/10/2016

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>5,000,000</u>	\$ <u>5,000,000</u>
Each Occurrence	\$ <u>5,000,000</u>	\$ <u>NOT APPLICABLE</u>
Fire Damage Limit (Any One Fire)	\$ <u>300,000</u>	\$ <u>NOT APPLICABLE</u>
Medical Expense Limit (Any One Per Person)	\$ <u>10,000</u>	\$ <u>NOT APPLICABLE</u>
Hangarkeeper's Limit Each Aircraft	\$ <u>5,000,000</u>	\$ <u>NOT APPLICABLE</u>
Hangarkeeper's Limit, Each Occurrence	\$ <u>5,000,000</u>	\$ <u>NOT APPLICABLE</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. We waive any right of recovery we may have against the certificate holder(s) because of payments we make for injury or damage arising out of the Named Insured's ongoing operations or Named Insured's work done under a contract with the certificate holder(s) and included in the products completed operations hazard coverage section of the Policy. Coverage is primary and is not contributing with any insurance or self-insurance maintained by the certificate holder(s).

Certificate No. 2
 Date of Issue 06/05/2015

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.



Brookfield Place
 200 Liberty Street, 25th Floor
 New York, New York 10281
 P: 212-915-7000 F: 212-945-0829

CERTIFICATE OF INSURANCE

This Is To Certify To: State of New Hampshire, Department of Safety, Division of State Police
33 Hazen Drive
Concord, NH 03301

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

Policy Number: UA00003675AV15A

Policy Period: From: 06/10/2015 To: 06/10/2016

Insurance Company: XL Specialty Insurance Company

Registration No.	Make and Model	Year	Insured Value	Deductibles		Limits of Liability	
				Not In-Motion	In-Motion	Each Passenger	Each Occurrence
N53402	Cessna 172	1981	\$55,000	As Per Policy	As Per Policy	XXX	\$1,000,000
N19629	Cessna 172 S	1972	\$50,000	As Per Policy	As Per Policy	XXX	\$1,000,000
N2142X	Piper PA-28RT-201 Arrow IV	1979	\$70,000	As Per Policy	As Per Policy	XXX	\$1,000,000

Other Coverages/Conditions/Remarks:
The certificate holder(s) is/are included as additional insured under liability coverages, but only with respect to operations of the named insured. With respect to physical damage coverages, the Company agrees to waive their rights of subrogation against the certificate holder(s).

Certificate No. 2
 Date of Issue 06/05/2015



 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2015

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

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

PRODUCER Avion Insurance Agency, Inc. 1307 South International Parkway, Suite 1071 Lake Mary, FL 32746	CONTACT NAME: Chris Conroy PHONE (A/C, No, Ext): 407-936-6800 FAX (A/C, No): 407-936-6801 E-MAIL ADDRESS: chris@AvionInsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Praetorian Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	AWC0500417	06/13/2015	06/13/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER NH Dept of Safety Division of State Police 33 Hazen Dr Concord NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---