



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

DEC05'19 PM 1:42 DAS



William Cass, P.E.
Assistant Commissioner

December 2, 2019
Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Concord Aviation Services, LLC (Vendor 170183), Concord, NH, in an amount not to exceed \$16,000.00 for rental of aircraft effective upon Governor and Council approval through June 30, 2021. 62.5% General Funds, 25% Highway Funds, 12.5% Turnpike Funds.

Funds to support this request are available in the following accounts in Fiscal Year 2020 and 2021, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2020</u>	<u>FY 2021</u>
04-96-96-964010-2107 Aeronautics		
022-500257 Rents/Leases Non-Office Equip	\$5,000.00	\$5,000.00
04-96-96-960015-3038 Executive Office		
022-500257 Rents/Leases Non-Office Equip	\$2,000.00	\$2,000.00
04-96-96-961017-7032 Turnpikes – Blue Star Maintenance		
022-500257 Rents/Leases Non-Office Equip	\$1,000.00	\$1,000.00

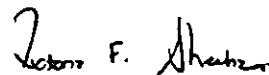
EXPLANATION

The Department utilizes aircraft for airport inspections, air navigational aid checks, site inspections, aerial photography, air searches and related activities. The use of aircraft is on an "as-needed basis" and paid upon presentation of an invoice at the completion of each flight. Funding will be via the General Fund, although highway and turnpike related missions will be billed to the Highway Fund and reimbursement will be sought when appropriate from the Federal Government and the Turnpike Fund. Provisions of the agreement allow termination of the agreement for any reason with 10 days' notice.

Invitations to bid were mailed statewide to eleven registered commercial operators who rent aircraft in the course of their business. One qualified sealed bid proposal was received from Concord Aviation Services, LLC of Concord, NH.

The contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is fluid and cursive, with the first name being the most prominent.

Victoria F. Sheehan
Commissioner

Attachment
VFS/tlsl

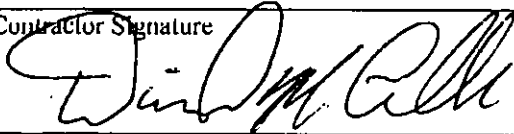
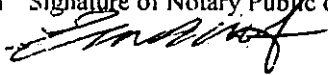
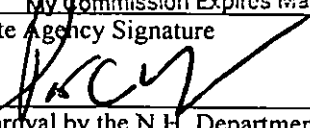
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Transportation Bureau of Aeronautics		1.2 State Agency Address 7 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Concord Aviation Services, LLC		1.4 Contractor Address 71 Airport Road Concord, NH 03301	
1.5 Contractor Phone Number 603-224-4033	1.6 Account Number 010-2107-022-500257 015-3038-022-500257 017-7032-022-500257	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$16,000.00
1.9 Contracting Officer for State Agency Tricia Lambert, Bureau of Aeronautics		1.10 State Agency Telephone Number 603-271-2552	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DAVID M. ROLLA, MANAGER	
1.13 Acknowledgement: State of _____, County of _____ On <u>Oct. 31st, 2019</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 EDWARD A. MALOUF Justice of the Peace - New Hampshire My Commission Expires March 22, 2022			
1.14 State Agency Signature  Date: <u>10/5/19</u>		1.15 Name and Title of State Agency Signatory Patrick C. Herlihy Director Aeronautics, Rail and Transit	
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) (if applicable) By: <u>Emily C. Hanig</u> On: <u>12/3/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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
SCOPE OF SERVICES

THE AGREEMENT, MADE THIS THE _____ DAY OF _____, 2019
between the State of New Hampshire by the Department of Transportation, Bureau of
Aeronautics, hereinafter called the Department and Concord Aviation Services, LLC,
their successors and assigns hereinafter called the Contractor.

The Contractor further covenants and agrees that all of the said aircraft shall be
furnished and delivered as requested/ordered in a timely fashion to Concord Municipal
Airport's terminal building and perform other flight services in every respect to the
satisfaction and approval of the Director of Aeronautics or his designee. The Department
will guarantee a minimum of 3 hours of flight time for each 24 hours of aircraft
possession.

It is understood and agreed by the parties hereto that 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. The Contractor is not entitled to any benefits,
worker's compensation, or emoluments provided by the State to its employees.

Termination of this Agreement shall be in writing by either party with 10 calendar
days notice; otherwise the Agreement terminates on June 30, 2021.

EXHIBIT B PAYMENT TERMS

Witnesseth, that the Contractor, for an in consideration of the payment or payments herein specified and agreed to by the Department hereby covenants and agrees to furnish and deliver aircraft for rent which are properly certificated by Federal and State authorities, that are in good mechanical condition, fully serviced, with or without a pilot as ordered, within a reasonable time of the order at Concord Municipal Airport in the City of Concord, County of Merrimack, State of New Hampshire, at a sum as listed on the Contractor's schedule of fees below, not to exceed a total of \$8,000.00 for FY 2020 and \$8,000.00 for FY 2021. The total not-to-exceed amount may be reduced by written notice of either party. The Department agrees to compensate the Contractor for services performed under this agreement monthly upon presentation of itemized invoices at the published hourly rate, not to exceed the following:

<u>Aircraft Designation</u>	<u>Solo</u>	<u>With Pilot</u>
C-172	\$130.00	\$205.00
PA-24	\$200.00	\$275.00
Ground Instruction	\$75.00	n/a

or any other aircraft available in the future at published rates.

EXHIBIT C SPECIAL PROVISIONS

The Contractor shall, at its expense, obtain and maintain in force for the benefit of the State of New Hampshire (State) comprehensive public liability insurance against all claims of bodily injuries, death, or property damage, for \$1,000,000.00 per incident. These policies described in this section shall be the standard form employed in the State, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 calendar days after written notice thereof has been received by the Department. The State will be listed as a certificate holder on said insurance policy.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of this Agreement.

It is understood and agreed by the parties hereto that the performance of all obligations by the Department is subject to the appropriation of adequate funding to the Department by the New Hampshire General Court.

This contract is subject to the approval of the Commissioner of the State of New Hampshire Department of Transportation and may be amended or modified only by the agreement of the parties hereto, and subject to the approval of said Commissioner.

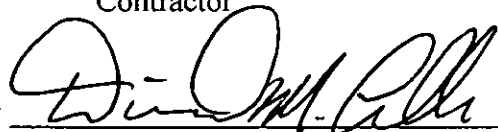
IN WITNESS WHEREOF, the parties of this contract have hereunto set their hands and seals as of the day and year first above written.

For Concord Aviation Services, LLC
Contractor



Witness

By



Title

MANAGER

Date

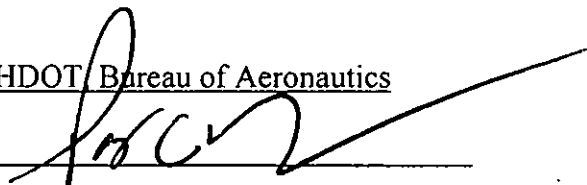
OCT. 3, 2019

Address

71 AIRPORT RD, CONCORD

For NHDOT Bureau of Aeronautics

By



Director, Division of Aeronautics, Rail & Transit



Witness

Date

October 8, 2019

ATTORNEY GENERAL

This is to certify that the above contract has been reviewed by this office, and is approved as to form and execution.

12/3, 2019 By Emily C. Genj
Date Attorney General

Approved by Governor and Council

By: _____

Date: _____

State of New Hampshire

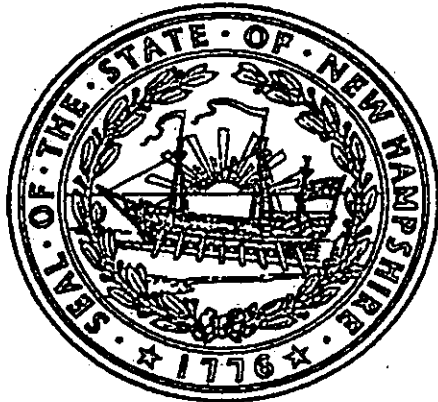
Department of State

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 registered to transact business in New Hampshire on November 13, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 717565

Certificate Number: 0004599180



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of October A.D. 2019.

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

William M. Gardner
Secretary of State

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 Bid for Flight Services and Aircraft Rental for use by the Department of Transportation, Division of Aeronautics, with this State of New Hampshire.

RESOLVED:


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

Intended Effective Date: October 3, 2019

MEMBERS:

Signed 
David M. Rolla

Date 10/3/19

Signed 
Robert A. Rolla


Date 10-3-19

STATE of New Hampshire

COUNTY of MERRIMACK

This INSTRUMENT WAS Acknowledged before me on October 3rd 2019

by DAVID M. ROLLA and ROBERT A. ROLLA.


EDWARD A. MALOUF
Justice of the Peace - New Hampshire
My Commission Expires March 22, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2019

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 S International Pkwy Suite 1071 Lake Mary, FL 32746	CONTACT NAME: Stacey Plante PHONE (A/C, No, Ext): 407-936-6800 E-MAIL ADDRESS: stacey@avioninsurance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Anvab, Inc. and Concord Aviation Services, LLC 71 Airport Road Concord, NH 03301	INSURER A: XL Specialty Insurance Company	NAIC # 37885
	INSURER B: Praetorian Insurance Company	37257
	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y Y	UA00003672AV19A	06/10/2019	06/10/2020	EACH OCCURRENCE \$ 5,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMPROP AGG \$ 5,000,000 Garagekeepers \$ \$100,000
	<input type="checkbox"/> 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
	<input type="checkbox"/> EXCESS LIAB / CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	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 <input checked="" type="checkbox"/> Y N/A N	AWC0500417	06/13/2019	06/13/2020	PER STATUTE OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Department of Transportation Bureau of Aeronautics 7 Hazen Drive Concord, NH 03302	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 
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CERTIFICATE OF INSURANCE

This Is To Certify To: State of New Hampshire
Department of Transportation
Bureau of Aeronautics 7 Hazen Drive
Concord, NH 03302

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

Policy Number: UA00003672AV19A

Policy Period: From: 06/10/2019 To: 06/10/2020

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:

The certificate holder is included as an additional insured but only with respect to liability arising out of the Named Insured's Aviation Operations.

Coverage is primary and is not contributing with any insurance or self-insurance maintained by the certificate holder(s)

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.

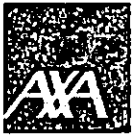
Garagekeepers Coverage - \$100,000 each occurrence

Certificate No. 5

Date of Issue 06/10/2019

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 INSURANCE

This Is To Certify To: State of New Hampshire, Department of Transportation Bureau of Aeronautics
7 Hazen Drive
Concord, NH 03302

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

Policy Number: UA00003675AV19A

Policy Period: From: 06/10/2019 To: 06/10/2020

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
N2142X	Piper PA-28RT-201 Arrow IV	1979	As Per Policy	As Per Policy	As Per Policy	XXX	\$1,000,000
N19629	Cessna 172 S	1972	As Per Policy	As Per Policy	As Per Policy	XXX	\$1,000,000
N53402	Cessna 172	1981	As Per Policy	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. 3
Date of Issue 06/10/2019

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.



CONTRACT OF SERVICES: FLIGHT SERVICES AND AIRCRAFT RENTALS
 CONTRACTOR'S BID SCHEDULE
 June 2019

Note: The bidder shall prepare this proposal with the unit prices specified in both words and figures, and the extensions made by the bidder.

Contractor's Name: Concord Aviation Services, LLC

BID ALTERNATE 1

AIRCRAFT RENTAL WITH STATE COMPREHENSIVE PUBLIC LIABILITY INSURANCE AGAINST ALL CLAIMS OF BODILY INJURIES, DEATH, OR PROPERTY DAMAGE FOR \$1,000,000 PER INCIDENT

Item #	Aircraft Type	Per Hour, Solo Aircraft bid prices (maximum) (Dollars & Cents in Words)	Unit Price Per Hour		Per Hour, Aircraft with Pilot bid prices (maximum) (Dollars & Cents in Words)	Unit Price Per Hour		Per Hour, Ground Instructor Only bid prices (maximum) (Dollars & Cents in Words)	Unit Price Per Hour	
		Item Description: Per Hour, Solo	Dollars	Cents	Item Description: Per Hour with Pilot	Dollars	Cents	Item Description: Per Hour with Ground Instructor	Dollars	Cents
1.	CESSNA 172	One hundred and thirty Dollars per Hour	130	00	two hundred and five Dollars per Hour	205	00	Seventy five Dollars per Hour	75	00
2.	PIPER PA-24 ARROW	two hundred Dollars per Hour	200	00	two hundred and seventy five Dollars per Hour	275	00	Seventy-five Dollars per Hour	75	00
3.		Item Description: Per Hour, Solo Dollars per Hour			Item Description: Per Hour with Pilot Dollars per Hour			Item Description: Per Hour with Ground Instructor Dollars per Hour		
4.		Item Description: Per Hour, Solo Dollars per Hour			Item Description: Per Hour with Pilot Dollars per Hour			Item Description: Per Hour with Ground Instructor Dollars per Hour		
5.		Item Description: Per Hour, Solo Dollars per Hour			Item Description: Per Hour with Pilot Dollars per Hour			Item Description: Per Hour with Ground Instructor Dollars per Hour		



CONTRACT OF SERVICES: FLIGHT SERVICES AND AIRCRAFT RENTALS

CONTRACTOR'S BID SCHEDULE

June 2019

Note: The bidder shall prepare this proposal with the unit prices specified in both words and figures, and the extensions made by the bidder.

Contractor's Name: Concord Aviation Services, LLC

BID ALTERNATE 2

AIRCRAFT RENTAL WITH STATE COMPREHENSIVE PUBLIC LIABILITY INSURANCE AGAINST ALL CLAIMS OF BODILY INJURIES, DEATH, OR PROPERTY DAMAGE FOR \$2,000,000 PER INCIDENT

Item #	Aircraft Type	Per Hour, Solo bid prices (maximum) (Dollars & Cents in Words)	Unit Price Per Hour		Per Hour, with Pilot bid prices (maximum) (Dollars & Cents in Words)	Unit Price Per Hour		Per Hour, Ground Instructor Only bid prices (maximum) (Dollars & Cents in Words)	Unit Price Per Hour	
			Dollars	Cents		Dollars	Cents		Dollars	Cents
1.	Cessna 172	Item Description: Per Hour Additional, Solo <u>two hundred eighty</u> Dollars per Hour	280	00	Item Description: Per Hour Additional with Pilot <u>three hundred sixty</u> Dollars per Hour	360	00	Item Description: Per Hour with Ground Instructor <u>eighty</u> Dollars per Hour	80	00
2.	Piper PA-24 Arrow	Item Description: Per Hour Additional, Solo <u>No BID</u> Dollars per Hour	NO BID	NO BID	Item Description: Per Hour Additional with Pilot <u>NO BID</u> Dollars per Hour	NO BID	NO BID	Item Description: Per Hour with Ground Instructor <u>NO BID</u> Dollars per Hour	NO BID	NO BID
3.		Item Description: Per Hour Additional, Solo Dollars per Hour			Item Description: Per Hour Additional with Pilot Dollars per Hour			Item Description: Per Hour with Ground Instructor Dollars per Hour		
4.		Item Description: Per Hour Additional, Solo Dollars per Hour			Item Description: Per Hour Additional with Pilot Dollars per Hour			Item Description: Per Hour with Ground Instructor Dollars per Hour		
5.		Item Description: Per Hour Additional, Solo Dollars per Hour			Item Description: Per Hour Additional with Pilot Dollars per Hour			Item Description: Per Hour with Pilot Dollars per Hour		



CONTRACT OF SERVICES: FLIGHT SERVICES AND AIRCRAFT RENTALS
 CONTRACTOR'S BID SCHEDULE
 June 2019

Note: The bidder shall prepare this proposal with the unit prices specified in both words and figures, and the extensions made by the bidder.

Contractor's Name: Concord Aviation Services, LLC

DIFFERENCE BETWEEN BID ALTERNATE 2 AND BID ALTERNATE 1

THE COST DIFFERENTIAL OF AIRCRAFT RENTAL RATES WITH \$2,000,000 OF STATE COMPREHENSIVE PUBLIC LIABILITY INSURANCE MINUS AIRCRAFT RENTAL RATES WITH \$1,000,000 STATE COMPREHENSIVE PUBLIC LIABILITY INSURANCE

Item #	Aircraft Type	Difference Per Hour, Solo bid prices (maximum) (Dollars & Cents in Words)	Unit Price Per Hour		Difference Per Hour, with Pilot bid prices (maximum) (Dollars & Cents in Words)	Unit Price Per Hour		Per Hour, Ground Instructor Only bid prices (maximum) (Dollars & Cents in Words)	Unit Price Per Hour	
			Dollars	Cents		Dollars	Cents		Dollars	Cents
1.	Cessna 172	Item Description: Per Hour, Solo One hundred fifty Dollars per Hour	150	00	Item Description: Per Hour with Pilot One hundred fifty five Dollars per Hour	155	00	Item Description: Per Hour with Ground Instructor Five Dollars per Hour	5	00
2.	Piper PA-24 Arrow	Item Description: Per Hour, Solo NO BID Dollars per Hour	NO BID	NO BID	Item Description: Per Hour with Pilot NO BID Dollars per Hour	NO BID	NO BID	Item Description: Per Hour with Ground Instructor NO BID Dollars per Hour	NO BID	
3.		Item Description: Per Hour, Solo Dollars per Hour			Item Description: Per Hour with Pilot Dollars per Hour			Item Description: Per Hour with Ground Instructor Dollars per Hour		
4.		Item Description: Per Hour, Solo Dollars per Hour			Item Description: Per Hour with Pilot Dollars per Hour			Item Description: Per Hour with Ground Instructor Dollars per Hour		
5.		Item Description: Per Hour, Solo Dollars per Hour			Item Description: Per Hour with Pilot Dollars per Hour			Item Description: Per Hour with Pilot Dollars per Hour		

Contractor's Signature: Concord Aviation Services, LLC by Robert A. Rolla, Member

Date of Signature: June 25, 2019

CAS LLC will provide current certificate of good standing and insurance upon contract award