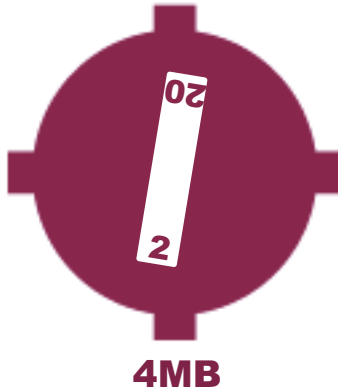


INVITATION FOR BIDS
MOULTONBOROUGH, NH AIRPORT

Derick Jones, Airport Manager



CONTRACT DOCUMENTS AND SPECIFICATIONS
for
RUNWAY 2/20 REHABILITATION

DATED: February 18, 2024

Funded in part by

NH DEPARTMENT OF TRANSPORTATION BUREAU OF
AERONAUTICS
NH AIM PROGRAM

BID DUE DATE/TIME: APRIL 1, 2024 NOT LATER THAN 5:00 PM

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MOULTONBOROUGH, NH AIRPORT

39 Airport Rd.
Moultonborough, NH 03254

INVITATION FOR BIDS

The North County Airbase, for Moultonborough Airport, LLC (hereafter called OWNER) for a project intended to be funded in part by the New Hampshire Department of Transportation Bureau of Aeronautics, at 39 Airport Rd, Moultonborough, NH 03254 will receive sealed Bids for the **Runway 2/20 Rehabilitation At The Moultonborough Airport (hereafter called AIRPORT) until 5:00 PM on Monday, April 1, 2024**, at which time and place they will be opened and publicly read aloud. The sealed envelope should be plainly marked:

“Moultonborough Runway Rehabilitation Bid”

The work includes the rehabilitation of the Moultonborough Airport’s runway. All work will be completed within runway environment as depicted in the Project Sketch for this project.

Bidding documents may be examined or obtained, with prior notice, on or after March 1, 2024, by calling the AIRPORT Manager, Monday through Friday between 3:00 PM and 7:00 PM local time, at 603-845-8253 or email: mocoaviation@gmail.com to arrange for pickup or email delivery.

A non-mandatory pre-bid meeting will be held at the Moultonborough Airport, in person, on March 1, 2024 at 10:00am to review bid information, site conditions, airport access and safety plan, on site materials, and to answer questions. ATTENDANCE IS STRONGLY RECOMMENDED. RSVP the Airport Manager at mocoaviation@gmail.com by March 15, 2024.

Sealed bids labeled “Moultonborough Runway Rehabilitation Bid” addressed to: Airport Manager, 39 Airport Road, Moultonborough NH 03254; and plainly marked with Name and Address of bidder, will be accepted until April 1, 2024 at 5:00 PM local time.

For questions regarding this project and document procurement, please call or email the Airport Manager at 603-845-8253 or mocoaviation@gmail.com

All bid documents are advertised, at the Airport’s discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone	Email and Web Address
Moultonborough Airport (FBO)	Posted on Website	39 Airport Rd, Moultonborough, NH	603.845.8253	mocoaviation@gmail.com www.mocoaviation.com
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701	plansroom@agcnh.org www.agcnh.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657	bids@bidocean.com www.bidocean.com
Signature Digital Imaging	Bid House	880 Candia Road #7, Manchester NH 03109	603.624.4025	info@signaturenh.com www.signaturenh.com

BID DUE DATE/TIME: APRIL 1, 2024 NOT LATER THAN 5:00 PM

Section 1. PROJECT PERFORMANCE OBJECTIVES

The performance specifications herein describe the OWNER's expectations for the completed project. It is up to the selected contractor to determine construction means and methods to achieve the expected project outcomes.

1. To rehabilitate an existing bituminous airport runway (3,510' x 50').
2. Reclaim old pavement into existing base material to provide an adequate base, for new bituminous pavement to be installed on. The intent is to support the operation of aircraft weighing up to 12,500 pounds while also providing adequate support for snow removal equipment, up to 30,000 pounds, under normal frozen ground conditions.
3. Pending funding availability, the base bid work area (approx. 3,510' x 50' area) of runway rehabilitation and pavement markings.
4. The final elevation of the runway thresholds cannot change more six inches from the existing runway threshold elevations.
5. The OWNER expects smooth transitions from the new runway pavement to the existing taxiways.
6. The OWNER expects the new runway pavement to include pavement markings with reflective beads.
7. If the contractor must work outside the limits of existing edges of runway and taxiways, then the contractor is responsible for any required permits. OWNER's cooperation will not be unreasonably withheld.
8. The contractor is responsible for the safety of project site and the aeronautical users at Moultonborough Airport during the construction of this project. The contractor is responsible for providing and maintaining and removing all temporary barriers separating construction activities from airport operations. All barriers must be appropriate for airport use and approved by the OWNER.

Section 2. INFORMATION FOR BIDDERS

1. This project is funded in part by a grant from the NHDOT Airport Improvement and Maintenance Program. The project is to accomplish the maximum project objectives within available funding limits. The base bid will consist of:
 - Reclaiming existing pavement of the runway (approx. 3,510' x 50') into base grade material to enhance runway stability for the placement of 2.5 compacted inches of winter hot mix asphalt. This will add strength for standard aircraft operations, as well as winter maintenance activities.
 - It is the intent of the OWNER that the work limits are to rehabilitate Runway 2/20 within its existing footprint and tie the new pavement into existing taxiways.
 - It is the intent of the OWNER to include runway pavement markings with reflective beads as part of this project.
2. The lowest qualified, responsible, and responsive bidder will be selected for base bid that falls within available funding limits.
3. To maintain safety, the runway and entrance taxiways will be closed during construction and the haul routes and construction access will be as agreed to by the OWNER and successful contractor.
4. For questions regarding the project please call the airport at 603-845-8253 or email mocoaviation@gmail.com.
5. Bidding documents may be examined, with prior notice, on or after March 1, 2024 at Moultonborough Airport, 39 Airport Rd, Moultonborough NH 03254. Call 603-845-8253 or email mocoaviation@gmail.com.
6. Copies of bidding documents may be obtained, with prior notice, on or after March 1, 2024 by calling the airport from Monday-Friday between 9:00 AM and 5:00 PM local time at 603-845-8253, or email: mocoaviation@gmail.com.

7. Because all bid addenda will be issued electronically, all bidders shall provide their company email address for any addenda that may be issued to clarify, correct, or change the bid documents.
8. A non-mandatory PRE-BID MEETING will be held in-person on March 1, 2024 at 10:00 AM local time at Moultonborough Airport, Moultonborough NH. Attendance is STRONGLY recommended. Bidders, please RSVP the airport via phone at 603-845-8253, or email: mocoaviation@gmail.com by February 28, 2024.
9. The OWNER reserves the right to waive any informality in the bidding or to reject any or all bids for any reason.

Section 3. ADDITIONAL INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids. Moultonborough Airport invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Sealed bids labeled "Moultonborough Runway Rehabilitation Bid" addressed to Airport Manager, 39 Airport Rd, Moultonborough NH, 03254, and plainly marked with name and address of bidder will be accepted until April 1, 2024 5:00 PM local time and then at said office publicly opened and read aloud. Bids must be submitted as hard copies; no electronic or faxed bids will be accepted.
2. Bids must be held and may not be withdrawn for 120 calendar days after bid opening.
3. Description of Work. Provided herein.
4. Preparation of Bid. Each bid must be prepared in accordance with the requirements of the General Provisions of these specifications.
5. Subcontractors. The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the OWNER. The successful bidder will be required to submit a list of his/her subcontractors within 7 calendar days of the opening of bids and before the award of a contract.
6. Bidder's Qualifications. In compliance with applicable General Provisions, each bidder shall submit their qualifications to the OWNER prior to or with the bid. The OWNER reserves the right to reject the bid of any bidder who failed to so submit their qualifications.
7. Addenda and Interpretations. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Requests for information or interpretations of the documents must be made no later than 7 days prior to the Bid Opening Date. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the bid documents, which if issued, will be emailed to known prospective bidders by the OWNER at least three days prior to bid opening.
8. Laws and Regulations. The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
9. Execution of Contract. The individual, firm, partnership, or corporation to whom or to which the Contract has been awarded shall sign the necessary agreements entering into a Contract with the OWNER and return them to the office of the OWNER within 15 calendar days after the Contract is mailed.
10. Approval of Contract. Approval of the Contract shall be in accordance with the General Provisions. No Contract is binding upon the OWNER until it has been executed by the OWNER and selected bidder.
11. Failure to Execute Contract. Failure of a bidder to comply with any of the requirements of the proposal, failure to execute the Contract within 15 calendar days after mailing, as specified, shall be just cause for the annulment of the award. Award may then be made to the next qualified lowest bidder, or the work re-advertised, or otherwise handled as the OWNER may elect.
12. Notice of Special Conditions. Attention is particularly called to the parts of the Contract Documents and specifications which deal with the following:
 - a. Inspection of Work
 - b. Insurance Requirements
 - c. Scheduling the contract work.

13. Inspection of Work. The OWNER will conduct part-time inspection while construction is taking place on the airport, including during paving.
14. Insurance Requirements. Both the OWNER and the selected bidder are required to carry general liability insurance and worker compensation meeting the State's minimums as set by NHDOT. This insurance policy must meet state-required liability minimums of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The OWNER and State of New Hampshire must be listed as an additional insured on the selected bidder's insurance, with a 10-day written notice to the airport and the State of New Hampshire before policy cancellation or modification. The general liability policy must meet these State minimums from the time the Contract is signed by the OWNER and selected bidder until the project is complete.
15. Estimated Start of Construction. The OWNER desires to start construction as early as possible but expects construction to start in the spring of 2024 following approval of grant funding by the State of New Hampshire.
16. Estimated Construction Duration. The OWNER desires an efficient and speedy but quality completion of the project but no longer than 21 calendar days from the construction start date.
17. Once construction is started, CONTRACTOR will maintain full commitment of labor, materials, equipment, and construction efforts until the PROJECT is completed and accepted by the OWNER.

Section 4. DESIGN ELEMENTS

Project BASE BID includes the rehabilitation of runway 2/20 at Moultonborough Airport. The project contains no bid alternatives. Below are the supplemental notes. The associated "Project Sketch" dated 12/22/2023 provides detail drawings of the project.

1. Bituminous Pavement: ¾" New Hampshire DOT State Winter Binder Mix, FAA Airport P-401 Asphalt Pavement Mix in FAA Advisory Circular 150/5370-10H, or equivalent specification providing similar performance results, 2½" thick (compacted), over a 6" thick fine-graded and compacted reclaimed area.
2. The day project work begins, the runway will be listed by the OWNER as non-usable for aircraft.
3. The contractor is responsible for placing and maintaining the runway closure markings. See marking detail in Project Sketch. These will be in place at both ends of runway in locations approved by OWNER.
4. Reclaim existing pavement, together with any necessary underlying base material. No additional material is anticipated to be needed for fill, however, at the contractor's discretion additional well-draining appropriately sized aggregate may be added and will be incidental to the project.
5. The runway thresholds at each end of the Runway 2/20 must not decrease in elevation. The final elevation of runway thresholds must not increase by more than six inches from the existing elevation.
6. Any damage caused by the contractor to the existing stabilized surfaces (turfed or paved) that are outside the project work limits are to be restored by the contractor at no cost to the OWNER.
7. In order to promote easy reclaim of the pavement, saw cuts will be required where the runway intersects other pavements and will be incidental to the project.
8. Due to reclaiming activities, the final runway elevations will be slightly higher than the existing surrounding pavements. The final runway pavement will smoothly transition into the existing pavement wherever the runway intersects other pavements and will be incidental to the project.
9. The white runway markings will be as shown on sheets #3-#6.
10. The haul route and laydown area will be determined prior to construction with the OWNER and successful bidder.
11. The completed runway's profile needs to have a clear line of sight from one point that is five feet above one threshold to another point that is five feet above the other threshold.
12. The completed runway's cross sections need to follow the plans detail on sheets #1 and #2.
13. The CONTRACTOR will contact Dig-Safe prior to any work taking place.
14. The existing runway edge lighting system is not part of this project and will remain undisturbed.

15. No loam and seeding items are included in this project, however, additional loam and seed may be required to be placed by the contractor so that no more than 1½ inches of vertical reveal of pavement. are visible within the project work limits; and this will be incidental to the PROJECT.
16. Striated-style runway markings must be provided on the newly constructed runway pavement. All runway markings will be made using two applications of water-based white traffic paint with glass beads approved for pavement markings. Thermoplastic markings are not allowed.
17. The contractor is responsible for the safety of project site and the aeronautical users at Moultonborough Airport during the construction of this project.

Section 5. BID ALTERNATIVES

There are no Bid Alternatives.

**PROPOSAL AND CONTRACT DOCUMENTS
REHABILITATE RUNWAY 2/20 (APPROX. 3,510' x 50')
Moultonborough Airport
Moultonborough, New Hampshire**

**GENERAL CONTRACT PROVISIONS
SECTION 1**

1. **Qualification of bidders:** Each bidder shall submit evidence with their bid to the OWNER of the bidder's competency and evidence of financial responsibility to perform the project using the Statement of Qualifications provided herein. Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and key personnel that would be available for the work. Each bidder shall furnish the OWNER satisfactory evidence of their financial responsibility.
2. **Contents of proposal forms:** The OWNER's proposal forms herein state the location and description of the proposed construction; the place, date, and time of the opening of the proposals; and the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed. The OWNER will accept only those proposals properly executed on physical forms or electronic forms provided by the OWNER in the Proposal Form herein.
3. **Pre-Bid Conference:** Attendance at the pre-bid conference is STRONGLY recommended for this project to discuss, at a minimum, the following items: material requirements; submittals; quality control; construction safety; airport access and staging areas; and unique airport paving construction requirements.
4. **Examination of plans, specifications, and site:** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms.
5. **Preparation of proposal:** The bidder shall submit their proposal on the forms furnished by the OWNER in the Proposal Form herein.
6. **Delivery of proposal:** Each proposal submitted shall be placed in a sealed envelope plainly marked as shown in the Invitation for Bids. No electronic or faxed proposals will be excepted.
7. **Withdrawal or revision of proposals:** A bidder may withdraw or revise a proposal provided that the bidder's request for withdrawal or revision is received by the airport in writing, or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids. Bids may not be withdrawn for 120 calendar days after bid opening.
8. **Discrepancies and Omissions:** A bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the OWNER of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the airport a written request for interpretation no later than seven days prior to bid opening. Any interpretation of the project bid documents by the OWNER will be by written addendum at least three days prior to the bid opening.
9. **Payment of Invoices:** The CONTRACTOR shall submit itemized invoices for accomplished work to the OWNER for payment. Invoices shall be submitted to the airport at least every 30 days following the start of construction. No invoices for advance payment will be accepted.
10. **Cost Escalations:** No cost escalations will be allowed on this project.
11. **Airport Safety:** The contractor shall follow the site safety instructions issued by the OWNER.

SECTION 2
AWARD AND EXECUTION OF CONTRACT

1. **Consideration of proposals:** After the proposals are publicly opened and read aloud, they will be compared on the basis of completeness, qualifications, responsibility, and responsiveness, and lump sum cost.
2. **Award of contract:** The award of the contract will be determined by the OWNER considering lowest cost, qualified, responsible, and responsive bidder, and pending funding availability.
3. **Cancellation of award:** The OWNER reserves the right to cancel the award without liability to the bidder.
4. **Execution of contract:** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the OWNER no later than 15 calendar days after the contract is mailed to the CONTRACTOR.
5. **Approval of contract:** Upon receipt of the contract executed by the successful bidder, the OWNER shall complete the execution of the contract in accordance with state and local laws or ordinances and return the fully executed contract to the Contractor. The contractor shall be made aware that this contract is subject to Governor and Executive Council approval prior to the OWNER's execution of contract.
6. **Final Project Acceptance:** Prior to completion of the project, the OWNER and NHDOT will conduct a final inspection with the CONTRACTOR to verify all project work items have been completed to the satisfaction of the OWNER and NHDOT, and substantial completion date has been established. Any punch list items identified during this inspection are to be satisfactorily addressed within a time frame acceptable to OWNER and Contractor.

PROPOSAL FORM
 REHABILITATE RUNWAY (APPROX. 3,510' x 50')
 Moultonborough Airport
 Moultonborough, NH

Sealed bids labeled “Moultonborough Runway Rehabilitation Bid” addressed to Airport Manager, 39 Airport Rd, Moultonborough NH 03254, and plainly marked with name and address of bidder will be accepted until April 1, 2024 at 5:00 PM local time and then at said office publicly opened and read aloud. Bids must be submitted as hard copies; no electronic or faxed bids will be accepted.

These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. The following lump sum price shall include all labor, materials, watering, dewatering, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Maximum Project Time Allowed for Construction Activities: Base Bid Runway Rehabilitation equals 21 calendar days.

Item	Total Cost (In Numbers)
Lump Sum Base Bid Reconstruct Runway (approx. 3,510' x 50')	\$

Exclusions and Assumptions (contractor to list any assumptions or exclusions that they will not be providing as part of their proposal):

Bidder acknowledges receipt of the following Bid Addenda:

Bid Addenda No.	Date of Bid Addenda Issuance	Bidder's Initials

Bid Addenda No.	Date of Bid Addenda Issuance	Bidder's Initials

Bidder understands that the OWNER reserves the right to reject any or all bids for any reason and to waive any informalities in the bidding.

No Bidder may withdraw their bid for a period of 120 days following the bid opening.

Signature: _____ Date: _____

Printed Name: _____

Company Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

This statement must be completed, notarized, submitted and received by the OWNER prior to, or on the date for, opening of bids. Attach additional pages if necessary.

All questions must be answered, and the data given must be clear and comprehensive. Where necessary, questions shall be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1.0 Name of Bidder _____

1.a Bidder is:

- Corporation
- Partnership
- Individual

2.0 Permanent main office address: _____

2.a Treasury Number (Employer's Identification No.): _____

3.0 When organized: _____

4.0 If a corporation, where incorporated? _____

5.0 How many years have you been engaged in the contracting business under your present firm or trade name? _____

6.0 Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion. Name and address of client and name of person supervising for client.) _____

7.0 General character of work performed by your company.

8.0 Have you ever failed to complete any work awarded to you?
() Yes () No If yes, where and why?

9.0 Have you ever defaulted on a contract?
() Yes () No If yes, where and why?

10.0 List at least five (5) of the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed. (Give name, address, and phone number of clients and name of person supervising for client.)

11.0 List your major equipment available for this contract.

12.0 Experience in construction work similar in contract value to this project.

13.0 Background and experience of the principal members of your organization, including the officers.

14.0 Credit available: \$ _____

15.0 Give bank reference. (Bank name and address; name of bank officer who may be contacted.)

16.0 Furnish a financial statement as required by Section 1 of the General Contract Provisions.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with NHDOT and are on the current "bidder's list" of the State of New Hampshire. Evidence of NHDOT prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

17.0 The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Name of bidder: _____

Signature: _____

Print Name: _____

Date: _____ Title: _____

State of _____

County of _____

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2024, (execution date by OWNER) by and between North Country Airbase for Moultonborough Airport, hereinafter called "OWNER" and _____ doing business as a corporation, partnership, individual, or Limited Liability Company hereafter called the "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1) The CONTRACTOR will commence and complete the following work item:

Rehabilitate Runway (approx. 3,510' x 50') (Base Bid)

2) The CONTRACTOR will furnish, except where otherwise indicated, all the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3) The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on a date specified by the OWNER and will complete the work within 21 calendar days for the base bid.

4) The CONTRACTOR agrees to perform all of the WORK, and provide all the materials, described in the CONTRACT DOCUMENTS and comply with the terms therein for the Lump Sum of:
\$ _____ Base Bid.

5) The term "CONTRACT DOCUMENTS" means and includes the following:

- a) This agreement
- b) Addenda as listed herein
- c) Invitation for Bids
- d) Project Performance Objectives
- e) Information for Bidders
- f) Additional Information for Bidders
- g) Design Elements
- h) Signed Copy of Proposal and Contract Documents
- i) General Provisions
- j) Plan Drawings

Because this PROJECT uses a performance-based specification to meet the PROJECT's objectives, no technical specifications or construction means and methods are included in this contract.

The contractor acknowledges receipt of the addenda listed below which are herein made part of this contract.

Addenda Issued:

Description: _____ Dated _____

Description: _____ Dated _____

Description: _____ Dated _____

Description: _____ Dated _____

6) The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the CONTRACT DOCUMENTS.

7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8) The Contractor shall carry such comprehensive general liability and worker compensation insurance in such amounts and for such duration as required by the State of New Hampshire. This insurance policy must meet state required liability minimums of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The OWNER and State of New Hampshire must be listed as an additional insured on the Contractor's insurance, with a 10-day written notice before cancellation or modification to both the OWNER and State of New Hampshire. The general liability policy must meet these State minimums from the time the Contract is signed by the OWNER and Contractor until the project is complete.

9) The Contractor shall indemnify, hold harmless and defend the OWNER, the Engineer (if any), the Engineer's subconsultants (if any), New Hampshire Department of Transportation, and their officers, board members, agents and employees (the "Indemnities") from and against all losses, suits, claims, liabilities, penalties, fines, judgements, cost and expenses, including without limitation attorney's fees, consultant's fees and expert's fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, relating to, caused by or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Contract; and is caused in whole or in part by negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. These agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnities without contributory fault on the part of any person, firm, or corporation. In any and all claims against the Indemnitee or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited to in any way by a limitation on the amount of damages, compensation acts, disability benefits acts or other employee benefits acts. In the event that any action or proceeding is brought against the Indemnitee or any one of the Indemnitee by reason of any matter for which the Contractor has hereby agreed to indemnify, hold harmless and defend, the Contractor, upon notice from the Indemnitee or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitee or any one of them as the case may be. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the immunity of Moultonborough, NH Airport, North Country Airbase LLC, Moco Aviation LLC and State of New Hampshire. The provision of this indemnification shall survive the expiration or termination of this CONTRACT, and the Contractor's obligations hereunder shall apply whenever any one of the Indemnitees incurs costs or liabilities described above.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this CONTRACT in Three Originals on the date first written above.

CONTRACTOR:
Company _____

OWNER:
North Country Airbase for Moultonborough Airport, LLC.

By (signature) _____

By (signature) _____

Name (print) _____

Name (print) _____

Title _____

Title _____

Date _____

Date _____