



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Right-of-Way
 May 8, 2015

REQUESTED ACTION

Authorize the Department of Transportation to amend an item approved on December 20, 2013, item #99 by increasing the number of appraisal firms from nine to ten with the addition of Bergeron Commercial Appraisal, LLC (Vendor 150493) of Portsmouth, NH, to prepare appraisals for property needed for transportation projects effective upon Governor and Council approval through December 20, 2018. No new funding is required.

EXPLANATION

The purpose of this request is to enter into contract with one (1) additional appraisal firm to expand the pool of contracted appraisers in the Statewide Acquisition Program. A previously approved Governor and Council item authorized nine (9) appraisal firms, for a total cost of three million (\$3,000,000.00) dollars (approved by Governor and Council on December 20, 2013, item #99). This request will authorize one (1) additional firm that has since expressed interest, expanding the scope of available firms to a total of ten (10) firms that could be engaged on short notice to complete appraisal assignments associated with transportation improvement projects. This will not increase the monetary amount previously approved or the terms of the previously approved contracts

Bergeron Commercial Appraisal has been on the Department's approved list for the previous two (2) contract cycles. It was unavoidable that the owner of the firm was unable to respond by the established closing date. Since that time, he has expressed a desire to have his inclusion on the approved list.

The Department of Transportation utilizes contract appraisers, as needed, to complete appraisal assignments associated with property needed for transportation projects. Appraisals are typically required to establish values for purchasing property and property rights affected by transportation improvements. In addition, second appraisals are required for properties with an acquisition cost of over \$1,000,000 due to Federal requirements. Requests for second appraisals may also come from the Department's Review Appraiser, the Governor and Council, or the Layout Commissions. Occasionally, due to lack of comparable sales data, there are requests for third appraisals.

Individual approval assignments are allocated through a low bid process as described below. The process allows the Department to respond quickly and efficiently to project schedules, as well as to the needs of affected property owners anxious to see resolution of individual property issues. The process has been in place for the past ten years and has been successful.

With Governor and Council approval, Bergeron Commercial Appraisal will serve in a pool of appraisers to provide appraisal services on an as needed basis. When an appraisal is required, the approved firms will be considered relative to the scope of the assignment, their capacity to perform in a timely fashion, quality of work, experience, and their overall suitability for the assignment. The firms thought to be best qualified for the

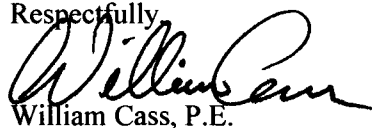
assignment will be contacted and asked for a fee quotation. They will be informed of the required completion details and date, and the firm submitting the lowest fee quotation meeting the completion date will be notified to proceed. The selection process is in keeping with the Department's established procedures.

Should the Department require a second appraisal of a parcel previously awarded under this program, the assignment will be offered to the firm that previously submitted the second lowest quotation. If they are unable to accept, the third firm would be engaged. The contracting officer will be the final judge as to assignments and this will be on a case by case basis.

The Contract has been approved by the Attorney General as to form and execution, and the Department has certified 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.

Authorization is respectfully requested to enter into contract with the additional firm listed above to complete appraisal assignments for the statewide acquisition program to expire December 20, 2018 as outlined above.

Respectfully,

A handwritten signature in black ink, appearing to read "William Cass", written in a cursive style.

William Cass, P.E.

Assistant Commissioner

Subject:

SPECIAL APPRAISAL STATEWIDE

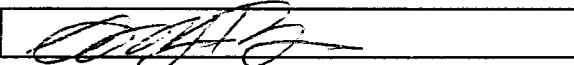

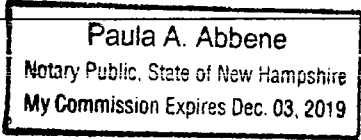

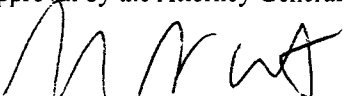
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address PO BOX 483, 7 HAZEN DRIVE, CONCORD, NH 03302	
1.3 Contractor Name Bergeron Commercial Appraisal		1.4 Contractor Address 487 State Street, Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-436-3009	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date December 20, 2018	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency David J. Brillhart, Acting Commissioner		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory STEPHEN J BERGERON, MEMBER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On, <u>3/23/2015</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			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William J. Cass, P.E. Director of Project Development NHDOT	
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:  4/16/15			
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 OB
Date 3/27/15

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and in accordance with "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.

2.2. The measure of damage to the condemnee(s) is to be estimated by the use of all applicable approaches to value necessary to support the final estimate of the appraiser in accordance with RSA 498-A and the approaches as set forth in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee(s) is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.

2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.

2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer all matters or questions of fact relative to or connected with the appraisal which give rise to dispute, dilemma or ambiguity and which are not clearly spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.

2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook For Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

2.6. The Appraiser will neither perform any appraisal service, nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until final disposition of all claims arising from the project.

2.7. Appraisal assignment, title, date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

013
3/27/15

EXHIBIT B

METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee in accordance with the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT's discretion, unacceptable appraisal reports may be returned and no individual payment made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each appraisal report which is late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses which are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established in accordance with the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (*) that the Appraiser spends at a hearing, pre-trial conference, trial or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(*) day or part of day shall include the duration of a hearing, pre-trial conference or trial day.

EXHIBIT B (CONT'D.)

(I) (WE) do hereby agree to submit to the NHDOT complete appraisal reports in accordance with the "Appraisal Standards and Reports", for the following parcels of property for the individual amounts as indicated:

SCHEDULE OF APPRAISALS

<u>Parcel No.</u>	<u>Name of Owner</u>	<u>Type of Taking</u> (Partial or Complete)	<u>Type of Property</u>	<u>Before & After Fee</u>
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N/A

THIS CONTRACT IS FOR THE PREPARATION OF APPRAISAL REPORTS AND RELATED EFFORTS WITHIN THE TIME FRAME SPECIFIED FOR INDIVIDUAL ASSIGNMENTS.

per-diem rate

STEVEN BERGERON \$250 / HR

KATAKEN BERGERON \$200 / HR

ROBERT COMITO \$150 / HR.

EXHIBIT C

SPECIAL PROVISIONS

AMEND TO READ:

12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State..
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; (State to be named as an additional insured); and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance as required by law.

AB
3/27/15

The State of New Hampshire
Department of Transportation
Fee Appraiser Selection Procedures

(Statewide Appraisal Contract)

A.

- I. The Department of Transportation, Bureau of Right-of-Way shall coordinate the selection of appraisal firms to provide appraisal services.
- II. A Solicitation of Interest (SOI) shall be advertised, in area and statewide newspapers and shall be sent to firms which have previously expressed interest in providing appraisal services. Within the SOI a name and phone number will be provided where additional information can be obtained from the Department regarding these responsibilities.
- III. A Pre-qualification Committee shall be established to solicit information from interested appraisal firms, to review the information received, to evaluate each firm's workload ability, and to recommend appraisal firms to the Director of Project Development.

The Pre-qualification Committee shall consist of the following members: Right-of-Way Administrator, Right-of-Way Engineer and Chief Right-of-Way Appraiser, or their designee(s). The Committee shall be responsible for evaluating appraisal firms, which indicate, by a specified cutoff date, their interest in providing appraisal services. The Committee evaluation shall be based on the following criteria:

1. Ability to understand and to meet the requirements stated within the appraisal contract agreement.
 2. Past experience and performance in providing similar services.
 3. Qualifications, experience and references of key personnel who will perform the work.
 4. Ability of the firm to handle the potential workload.
- IV. Once SOI's have been received, the Pre-qualification Committee will review and rate all information submitted by the applicants. This review may include an interview with personnel responsible for completing work assignments. The Committee will nominate a qualified appraisal firm list, which shall be presented with justification to the Director of Project Development. The Director of Project Development shall recommend qualified appraisal firms to the Assistant Commissioner for approval. Once approved, the firm(s) will be added to the Statewide Appraisal Contract for approval by Governor and Executive Council.

B.

- I. The Department of Transportation shall contact all appraisers approved to perform appraisal work for the Department regarding their participation in the Statewide Appraisal Program. Those firms that indicate such interest shall be required to execute a contract with the Department regarding the terms and conditions of appraisal assignments made under this contract.
- II. The Department shall establish and maintain a Fee Appraiser Selection Committee for appraisal assignments made through the Statewide Appraisal Contract. This Committee shall consist of the Chief Appraiser, Right of Way Engineer, and the two Appraisal Supervisors. At least three (3) members of this Committee shall be brought together by the Chief Appraiser whenever fee appraisal work is required under the Statewide Appraisal Contract.

It is the Committee's responsibility to review the qualifications of the fee appraisers participating in the Statewide Appraisal Contract and select a "short list" to receive Requests for Proposals (RFPs) for each appraisal assignment. A minimum of three (3) firms shall be selected where the total appraisal fee exceeds \$10,000 and two (2) firms where the total appraisal fee is less than \$10,000.

The Committee shall select those firms best suited for the particular assignment based upon the firm's ability to comprehend the assignment, capacity to perform in a timely manner, quality of work, experience, and overall suitability. These selections will be based on fee and staff review appraisers reviews of the appraiser's previous appraisal assignments for the Department, and will also include a consideration of the appraisers' specific experience relative to the types of properties involved in the assignment. In addition, known performance as an expert witness for the State in past litigations will be considered. The Right-Of-Way Administrator shall approve/disapprove all final selections.

- III. RFPs shall be sent to the appraisal firms selected to be on the "short list". Each firm will be advised of the nature of the properties involved, their locations, the types of reports needed, the date the appraisals are required, and any other information available which would allow the firm to submit a complete and comprehensive proposal. In addition, the firm will be asked to respond by a specific cutoff date. Proposals received after that date will not be considered.

All proposals received by the closing date shall be reviewed to determine if they are responsive to the RFP and have been correctly completed. From the responsive proposals received, the firm submitting the lowest appraisal fee proposal shall be selected. Should a second appraisal be required for an assignment, the firm submitting the next lowest appraisal fee proposal shall be selected to complete the additional appraisal. The successful firm(s) will be notified to proceed with the assignment, and will be provided with plans, title abstracts, and any other information the Department may have available. Firms with unsuccessful proposals will be advised as to which firm was awarded the assignment.

- IV. In instances where an additional parcel or parcels are added to a proposal after the firm has been selected, the Chief ROW Appraiser will ask the firm to provide a fee estimate and time frame to complete the assignment. If the fee is in line with fees paid by the Department for similar assignments of complexity the work will be authorized.

- V. This procedure shall remain in effect until revised, replaced, or otherwise modified and approved by the Commissioner.

8/3/13

Date

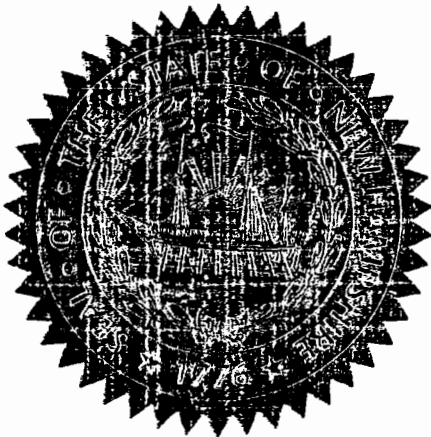
Christopher D. Clement, Sr.

Christopher D. Clement, Sr.
Commissioner

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 Bergeron Commercial Appraisal, LLC is a New Hampshire limited liability company formed on November 19, 2012. 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 8th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

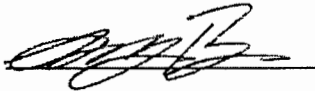
BERGERON COMMERCIAL APPRAISAL
CONSULTANTS IN REAL ESTATE VALUATION

487 State Street
Portsmouth, New Hampshire 03801
Phone: (603) 436-3009 Fax: (603) 436-7339
www.bergeronappraisal.com

Certificate of Vote

Members of Bergeron Commercial Appraisal, LLC

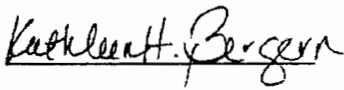
Effective March 23, 2015, the two sole members of Bergeron Commercial Appraisal, LLC, authorize Stephen J. Bergeron to submit a bid for the Multi Vendor Appraisal Proposal Statewide Acquisition Program to be performed for the State of New Hampshire, Department of Transportation, Stephen A. Bernard. – Chief Right of Way Appraiser.



Stephen J. Bergeron, Member

3/23/15

Date



Kathleen H. Bergeron, Member

3/23/15

Date

MAR 30 2015

RECEIVED

BERGERON COMMERCIAL APPRAISAL

CONSULTANTS IN REAL ESTATE VALUATION

487 State Street
Portsmouth, New Hampshire 03801
Phone: (603) 436-3009 Fax: (603) 436-7339
www.bergeronappraisal.com

March 19, 2015

Mr. Stephen A. Bernard
Chief right of Way Appraiser
State of New Hampshire
Department of Transportation
Bureau of Right-of-Way
J.O. Morton Building – Room 100
7 Hazen Drive, Concord, New Hampshire 03302-0483

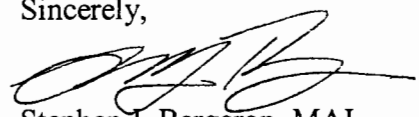
Dear Mr. Bernard:

Attached is the updated info requested for inclusion in New Hampshire's Multi Vendor Appraisal Proposal Statewide Acquisition Program. Attached is the Notarized contract, insurance info, License and Debarment Clause for Robert Comito. We are exempt from workmen's compensation coverage. The following three appraisers will be performing work for the NHDOT. The names and respective hourly rates are as follows:

- Stephen J. Bergeron, MAI – NHCG-512: \$250 / hour
- Kathleen H. Bergeron, MAI – NHCG-595 \$200 / hour
- Robert Comito – NHCG-122 \$150 / hour

Please don't hesitate to contact me if you have any questions or if any additional info is required to remain on the NHDOT's approved appraisers list and 2014-2019 Statewide contract.

Sincerely,



Stephen J. Bergeron, MAI

Debarment Clause for Robert Comito

I am not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal Agency. I have not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the last (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendering against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past (3) years.


Robert Comito

State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: ROBERT C COMITO



Certificate No: NHCG-122

EXPIRATION DATE: 12/31/2016

State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

Certified General Appraiser

ISSUED TO: ROBERT C COMITO



Certificate No:
NHCG-122

EXPIRATION DATE:
12/31/2016

For additional information please contact the Board office at dawn.stawecki@nh.gov or visit our web site at <http://www.nh.gov/nhreab>

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder Bergeron Commercial Appraisal LLC
 Address of policyholder 487 State St Portsmouth, NH 03801
 Location of operations 487 State St unit 1 Portsmouth, NH 03801
 Description of operations BUSINESS-OFFICE POLICY

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
94-BF-8273-0F	Comprehensive Business Liability	04-26-2014	04-26-2015	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
				Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
				Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	BUILDING \$120,000
				BUSN LIAB \$1,000,000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
 STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION
 1 HAZEN DR
 CONCORD NH 03301-6502

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 10 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative [Signature]
 agent staff _____ Date 03/27/2015
 Title _____
 Aileen Dugan
 Agent Name
 Telephone Number 603-433-3114

Agent's Code Stamp
 Agent Code 29/92EB
 AFO Code F876

State Farm Mutual Automobile Insurance Company
PO Box 8000
Enliston, Spa. NY 12020-8000



AT1 N2A-92EB A
BERGERON, STEPHEN & KATHLEEN
199 WIBIRD ST
PORTSMOUTH NH 03801-5036

AUTO RENEWAL

AMOUNT DUE: \$301.58
Payment is due by April 02, 2015

Your State Farm Agent

AILEEN DUGAN

Office: 603-433-3114

Address: 93 MIDDLE ST
PORTSMOUTH, NH 03801-4382

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Policy Number: R01 5397-D02-29H
Policy Period: April 02, 2015 to October 02, 2015

Vehicle:
2013 HONDA PILOT

Principal Driver:
KATHLEEN H BERGERON

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, \$150.79, plus a handling charge of \$2.00. The amount due on APR 02 2015 will be \$152.79.

The remaining half will be due on JUN 01 2015. We'll send you a reminder notice.

Your policy has the Guaranteed Renewal Endorsement.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: R01 5397-D02-29H
Prepared February 9, 2015
1004583

Page number 1 of 4

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143562 200 09-07-2012

Power To Pay
Your Way



Online
PC or
mobile devices



Mobile
Download our
Pocket Agent App



Mail
Send us
a check



Call your Agent: 603-433-3114
Automated line: 1-800-440-0998
Key code: 9479556734



Walk In
See your
State Farm Agent



Insured: BERGERON, STEPHEN & KATHLEEN

Policy Number: R01 5397-D02-29H

Amount Due: \$301.58

Please pay by April 02, 2015

Make payment to State Farm

2809504219

Insurance Support Center
P.O. Box 588002
North Metro GA 30029-8002



For Office Use Only

AUTO REN	\$301.58	0421
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2-AGNZA 32EB-FB52
APP DT 05-12-2015 MUTL VOL

60015279 159509200030158 329202801539711128>



VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? <i>National average: 12,000 miles driven annually per vehicle</i>
2013 HONDA PILOT	5FNYF4H58DB083905	KATHLEEN BERGERON, a married female, who will be age 49 as of April 02, 2015.	To Work, School or Pleasure. Driven over 7,500 miles annually.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

- 2010 VOLVO XC70
- 1998 SUBARU FORESTER

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age as of April 02, 2015	Gender	Marital Status
KATHLEEN M BERGERON	49	Female	Married

Policy Number: R01 5397-DU2-29H
Prepared February 9, 2015

Page number 2 of 4

GET THE DISCOUNTS YOU DESERVE.

You can earn discounts on your insurance as your life changes. Visit DiscountDoubleCheck.com or talk to your State Farm® agent about a free Discount Double Check®, today.

Discounts	up to
Multiple Automobiles	20%
Driver's Ed	10%
Good Student	10%
Senior Driver	25%

*Discount names, percentages and availability may vary by state.
State Farm Mutual Automobile Insurance Company.
State Farm Indemnity Company, Bloomington, IL



Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

STEPHEN BERGERON

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it. Each driver is designated as an **Assigned Driver** on the household automobile that he or she most frequently drives.

Your premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability	
	Bodily Injury 250,000/500,000	
	Property Damage 100,000	\$124.50
C	Medical Payments 5,000	\$10.90
D	500 Deductible Comprehensive	\$20.33
G	500 Deductible Collision	\$104.42
U	Uninsured Motor Vehicle	
	Bodily Injury 250,000/500,000	\$40.47
S	Death Indemnity	\$0.96
Amount Due		\$301.58

The claim experience on your make and model of vehicle has resulted in a reduction to your vehicle rating group for collision coverage.

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

DISCOUNTS These adjustments have already been applied to your premium.

Multiple Line	✓
Medical	✓
Motorist Safety	✓
Safe Driver	✓
See enclosed notice for more information about this discount.	
Total Discounts	\$270.10

State Farm Mutual Automobile Insurance Company
PO Box 8000
Ballston Spa, NY 12020-8000



AT1 N2A-92EB A
BERGERON, STEPHEN J & KATHLEEN
199 WIBIRD ST
PORTSMOUTH NH 03801-5036

AUTO RENEWAL

AMOUNT DUE: \$331.76
Payment is due by January 17, 2015

Your State Farm Agent
AILEEN DUGAN
Office: 603-433-3114
Address: 93 MIDDLE ST
PORTSMOUTH, NH 03801-4382

if you have a new or different car, have added any drivers, or have moved, please contact your agent.

Policy Number: R00 1117-A17-29J
Policy Period: January 17, 2015 to July 17, 2015

Vehicle:
2010 VOLVO XC70

Principal Driver:
STEPHEN BERGERON

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, \$165.88, plus a handling charge of \$2.00. The amount due on JAN 17 2015 will be \$167.88.

The remaining half will be due on MAR 18 2015. We'll send you a reminder notice.

Your policy has the Guaranteed Renewal Endorsement.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: R00 1117-A17-29J
Prepared November 24, 2014
1704585

Page number 1 of 4

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143562 200 09-07-2012

Power To Pay
Your Way



Online
PC or
mobile devices



Mobile
Download our
Pocket Agent App



Mail
Send us
a check



Call your Agent 603-433-3114
Automated line: 1-800-440-0998
Key code: 9479050631

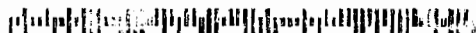


Walk In
See your
State Farm Agent



Insured: BERGERON, STEPHEN J & KATHLEEN
Policy Number: R00 1117-A17-29J
Amount Due: \$ 331.76
Please pay by January 17, 2015
Make payment to State Farm

2809502059
Insurance Support Center
P.O. Box 588002
North Metro GA 30029-8002



For Office Use Only

AUTO REN	\$331.76	0205
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2-A2024 92EB-FB52
APP DT 09-08-2015 MUTL VOL

80016788 959501700033176 62920280011711128>



VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? <i>National average: 12,000 miles driven annually per vehicle</i>
2010 VOLVO XC70	YV4960BZ9A1085852	STEPHEN BERGERON, a married male, who will be age 44 as of January 17, 2015.	To Work, School or Pleasure. Driven over 7,500 miles annually.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

- 2013 HONDA PILOT
- 1998 SUBARU FORESTER

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age as of January 17, 2015	Gender	Marital Status
STEPHEN BERGERON	44	Male	Married

Policy Number: R00 1117-A17-29J
Prepared November 24, 2014

Page number 2 of 4

GET THE
DISCOUNTS
YOU DESERVE.

You can earn discounts on your insurance as your life changes. Visit DiscountDoubleCheck.com or talk to your State Farm® agent about a free Discount Double Check®, today.

Discounts	up to
Multiple Automobiles	20%
Good Driver	10%
Good Student	10%
Good Credit	25%

*Discount names, percentages and availability may vary by state.
State Farm Mutual Automobile Insurance Company.
State Farm Indemnity Company, Bloomington, IL



Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

KATHLEEN H BERGERON

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it. Each driver is designated as an **Assigned Driver** on the household automobile that he or she most frequently drives.

Your premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability	
	Bodily Injury 250,000/500,000	
	Property Damage 100,000	\$140.29
C	Medical Payments 5,000	\$10.23
D	250 Deductible Comprehensive	\$31.58
G	500 Deductible Collision	\$98.79
H	Emergency Road Service	\$1.60
RI	Auto Rental & Travel Expense	
	60% Per Day, \$500 Max	\$8.80
U	Uninsured Motor Vehicle	
	Bodily Injury 250,000/500,000	\$40.47
Amount Due		\$331.76

The claim experience on your make and model of vehicle has resulted in an increase to your vehicle rating group for comprehensive coverage.

The claim experience on your make and model of vehicle has resulted in a reduction to your vehicle rating group for collision coverage.

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

DISCOUNTS These adjustments have already been applied to your premium.

Multiline	✓
Multi-car	✓
Vehicle Safety	✓
Safe Driver	✓
See enclosed notice for more information about this discount.	
Total Discounts	\$293.31



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



99

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

Bureau of Right-of-Way
November 14, 2013

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation to enter into contracts with nine appraisal firms to prepare appraisals for property needed for transportation projects for a total cost not to exceed three million (\$3,000,000) dollars. The contracts will become effective from the date of Governor and Council approval through February 4, 2019. 91.7% Federal Funds, 7.5% Turnpike Funds, 0.8% Highway Funds

These contracts will be funded from monies allocated to specific transportation projects from one of the following accounts.

Funding is available as follows for FY 2014 and FY 2015 and contingent upon the availability and continued appropriation of FY 2016 through FY 2019 funds.

Table with 7 columns: Funding Source, 2014, 2015, 2016, 2017, 2018, 2019. Rows include Consolidated Federal Aid, Central NH Turnpike, and Non Par funding sources with corresponding amounts for each year.

EXPLANATION

The purpose of this request is to authorize the Department of Transportation to enter into contracts with nine appraisal firms to be available to complete appraisal assignments associated with property needed for transportation projects. Appraisals are typically required to establish values for purchasing property and property rights affected by transportation improvements. In addition, second appraisals are needed for properties with an acquisition cost of over \$1,000,000 due to Federal requirements. Requests for second appraisals may also come from the Department's Review Appraiser, the Governor and Council, or the Layout Commissions. Occasionally, due to the lack of comparable sales data, there are requests for third appraisals.

If contract approval of the firms proposed is forthcoming, individual approval assignments will be allocated through a low bid process as described below. The process allows the Department to respond quickly and efficiently to project schedules, as well as to the needs of affected property owners anxious to see resolution of individual property issues. The process has been in place for the past ten years and has worked well.

The Department solicited proposals for this contract and nine firms indicated an interest in this program. They are:

Capital Appraisal Associates, Inc. of Concord, New Hampshire
Vendor # 156083

Crafts Appraisal Associates, Ltd. of Bedford, New Hampshire
Vendor # 156829

Marsha H. Beecy – M.H. Beecy Appraisal Services, of Manchester, New Hampshire
Vendor # 153741

Fremeau Appraisal, Inc. of Manchester, New Hampshire
Vendor # 156812

Fulcrum Appraisal Service of Nashua, New Hampshire
Vendor # 163542

Leidinger Appraisals of Canterbury, New Hampshire
Vendor # 160125

Shurtleff Appraisal Assoc., Inc of Hampstead, New Hampshire
Vendor # 155924

McManus & Nault Appraisal Co, Inc of Bow, New Hampshire
Vendor # 164307

Mark Correnti, SRA of New Boston, New Hampshire
Vendor # 224737

With Governor and Council approval these nine firms will serve as a pool of appraisers to provide appraisal service on an as needed basis. When an appraisal is required, the firms listed above will be reviewed relative to the scope of the assignment, their capacity to perform in a timely fashion, quality of work, experience, and their overall suitability for the assignment. The firms felt to be best qualified for the assignment will be contacted and asked for a fee quotation. They will be informed of the required completion details and date, and the firm submitting the lowest fee quotation meeting the completion date will be notified to proceed. The selection process is in keeping with the Department's established procedures.

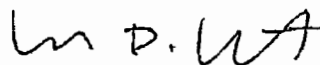
Should the Department require a second appraisal of a parcel for which appraisal services were previously utilized under this program, the assignment will be offered to the firm that previously submitted the second lowest quotation. If they are unable to accept, the third firm would be engaged.

For the Federal Funds portion, funding is 80% federal funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% federal funds.

The agreements were approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed contracts are on file at the Secretary of State's Office, and the Department of Administrative Services. Subsequent to Governor and Council approval, the contracts will be on file at the Department of Transportation.

Authorization is respectfully requested to enter into multi-vendor appraisal contracts with the proposed nine appraisal firms listed above.

Respectfully,



Christopher D. Clement, Sr.
Commissioner