



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**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.

Funding Source	2014	2015	2016	2017	2018	2019
04-096-096-963515-3054 Consolidated Federal Aid 046-500464 Gen Consultants Non- Benefit	\$350,000	\$650,000	\$550,000	\$450,000	\$450,000	\$300,000
04-096-096-961017-7507 Central NH Turnpike 046-500464 Gen Consultants Non-Benefit	\$25,000	\$45,000	\$45,000	\$45,000	\$45,000	\$20,000
04-096-096-963015-3049 Non Par 046-500464 Gen Consultants Non-Benefit	\$3,000	\$5,000	\$5,000	\$5,000	\$5,000	\$2,000

**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.

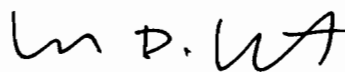
Should the Department require a second appraisal of a parcel for which appraisal services were previously utilized under this program, the assignment will be offered to the firm that previously submitted the second lowest quotation. If they are unable to accept, the third firm would be engaged.

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

Subject:

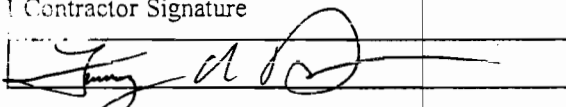
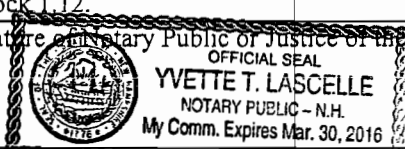
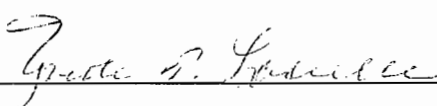
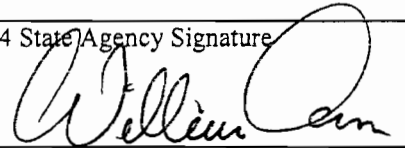
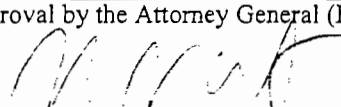
SPECIAL APPRAISAL STATEWIDE

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 CAPITAL APPRAISAL ASSOCIATES, INC.		1.4 Contractor Address 128 South Fruit street, Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-9040	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER G&C APPROVAL	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency CHRISTOPHER D. CLEMENT, SR		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Timothy R. Daniels, President	
1.13 Acknowledgement: State of NH, County of Merrimack			
On, Oct. 21, 2013 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]  Yvette T. LASCELLE NOTARY PUBLIC - N.H. My Comm. Expires Mar. 30, 2016 			
1.13.2 Name and Title of Notary or Justice of the Peace Yvette T. Lascelle, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William Can Director of Project Development REDDOT	
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:  12/3/13			
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.

## 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.

## **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 &amp; 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.

Appraiser	Timothy R. Daniels	\$800 per-diem rate
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## 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.

# **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

Christopher D. Clement, Sr.  
Commissioner

128 South Fruit Street, Concord, New Hampshire 03301  
(603) 228-9040 - FAX (603) 228-2072

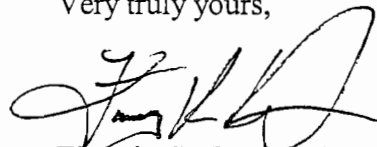
RECEIVED

4. A signed Debarment Clause.  
Attached is a Debarment Clause, signed.

**5. A Certificate of Insurance Coverage - for Comprehensive General Liability and Professional Liability.**

Attached.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Timothy R. Daniels', written over a horizontal line.

Timothy R. Daniels, President

TRD:ytI

Attachments.

**Attachment for Item #1 & 2**

Person who will be preparing appraisal reports assignments and fees.

Timothy R. Daniels

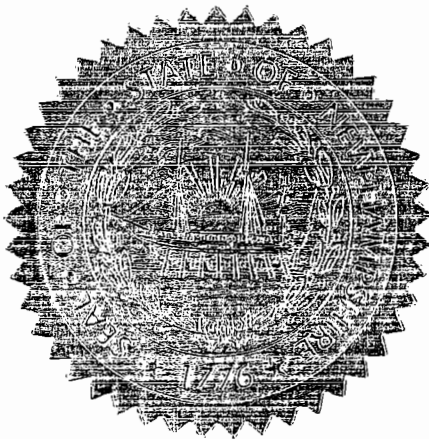
\$800.00/day

# 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 CAPITAL APPRAISAL ASSOCIATES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 12, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 27<sup>th</sup> day of August, A.D. 2013

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE**

**SPECIAL MEETING OF THE**  
**BOARD OF DIRECTORS OF CAPITAL APPRAISAL, INC.**

A special meeting of the board of directors of Capital Appraisal Associates, Inc. was held on this date, October 22, 2013, at 10:00 a.m. at 128 South Fruit Street, Concord, New Hampshire. Present at the meeting were all of the members of the board, Timothy R. Daniels and Kathleen J. Daniels.

Timothy R. Daniels took the position of chairman of the meeting.

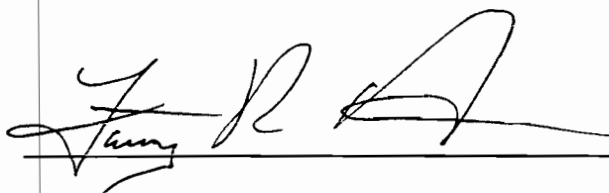
On a motion duly made and seconded, it was unanimously:

**RESOLVED:** That Timothy R. Daniels, President is hereby authorized 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.*

There being no further business to be done a motion was duly made and seconded to adjourn.

10/22/13

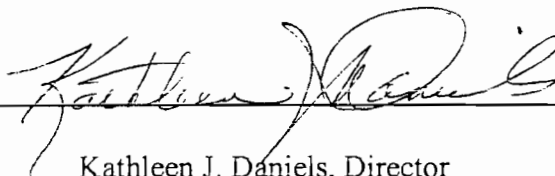
Date



Timothy R. Daniels, Director

10/22/13

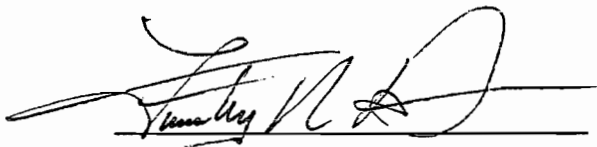
Date



Kathleen J. Daniels, Director

## DEBARMENT CLAUSE

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 three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted or have had a civil judgment rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

  
\_\_\_\_\_  
Timothy R. Daniels, Director

09/01/2013

\_\_\_\_\_  
Date

(CAA/Debarment Clause1)

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2013

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

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

<b>PRODUCER</b> Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603 225-6611 E-MAIL ADDRESS: FAX (A/C, No): 603-225-7935	
<b>INSURED</b> Capital Appraisal Associates, Inc. 128 South Fruit Street Concord, NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Merchants Mutual Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		BOP9089726	08/01/2013	08/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			CUP9139809	08/01/2013	08/01/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	WCA9095641	08/01/2013	08/01/2014	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Timothy Daniels and Kathleen J. Daniels are Excluded Officers under the Worker's Compensation State of NH is an Additional Insured on the General Liability per written contract

## CERTIFICATE HOLDER

## CANCELLATION

State of NH  
 Dept of Transportation  
 P.O. Box 483  
 Concord, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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## NAVIGATORS INSURANCE COMPANY

### THIS IS A CLAIMS MADE INSURANCE POLICY.

THIS POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. ALL CLAIMS MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN 60 DAYS AFTER THE END OF THE POLICY PERIOD.

PLEASE READ THIS POLICY CAREFULLY.

### REAL ESTATE PROFESSIONAL ERRORS AND OMISSIONS INSURANCE POLICY DECLARATIONS

POLICY NUMBER: PH13REL127954IV RENEWAL OF: PH12REL127954IV

1. NAMED INSURED: Capital Appraisal Associates Inc
2. ADDRESS: 128 South Fruit Street  
Concord, NH 03301
3. POLICY PERIOD: FROM: 04/27/2013 TO: 04/27/2014  
12:01 A.M. Standard Time at the address of the Named Insured as stated in Number 2 above.
4. LIMITS OF LIABILITY: (Inclusive of claim expenses):  
A. \$ 1,000,000 Limit of Liability - Each Claim  
B. \$ 1,000,000 Limit of Liability - Policy Aggregate
5. DEDUCTIBLE: (Inclusive of claim expense): \$ 2,500 Each Claim
6. PREMIUM: \$ 4,120.00
7. RETROACTIVE DATE: 09/12/1995
8. FORMS ATTACHED: NAV REL NIC PF (02 11) NAV REL 300 NH (02 11)  
NAV REL 025 (02 11) NAV REL 008 (02 11)  
NAV-ML-002 (11/12)

#### PROGRAM ADMINISTRATOR:

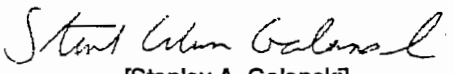
Herbert H. Landy Insurance Agency Inc.  
75 Second Ave Suite 410  
Needham, MA 02494-2876

By Acceptance of this policy the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

---

IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary.

  
[Emily Miner]  
Secretary

  
[Stanley A. Galanski]  
President

**Allstate.**

You're in good hands.

**PELLOCK AGENCY**

63 South Main Street

Concord, NH 03301

(603) 226-3300 *tel*(603) 224-8188 *fax***Allstate Commercial Insurance Company****Auto Binder**

Date of Certificate: 8/28/13

Named Insured: TIMOTHY DANIELS CAPITAL APPR. ASS. INC.

Address: 128 S Fruit St  
Concord, NH 03301

Policy/Application Number: 648595037

Current Policy Period: 04/01/2013 – 04/01/2014

Vehicle: 2010 Ford F150  
VIN#: 1FTFW1EV6AFB42533**COVERAGE**

Bodily Injury Liability: CSL 300,000

Collision Deductible: 0 (FULL)

Comprehensive Deductible: 0 (FULL)

Med Pay 5,000

Uninsured/Underinsured Motorists Liability: 300,000

Pellock Agency

63 South Main Street, Concord, NH 03301 Phone (603) 226-3300 Fax (603) 224-8188 Website <http://www.allstate.com/cmpellock>

Subject:

SPECIAL APPRAISAL STATEWIDE

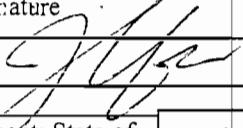
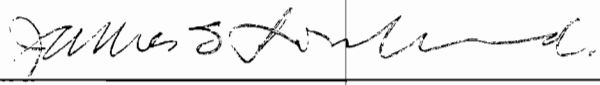
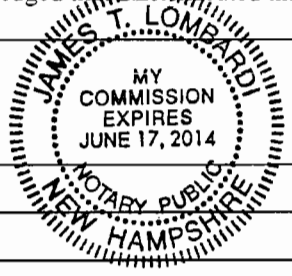
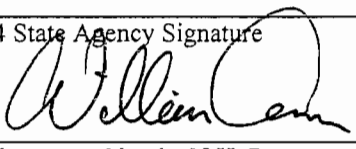
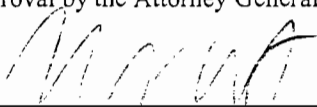
FORM NUMBER P-37 (version 1/09)

## 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 Crafts Appraisal Assoc		1.4 Contractor Address 4 Bell Hill Rd, Bedford, NH 03110	
1.5 Contractor Phone Number 603-478-2444	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER G&C APPROVAL	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency CHRISTOPHER D. CLEMENT, SR		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John M Crafts, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On, <u>10-17-2013</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 <del>she</del> 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. Coughlin, PE Director of Project Development 10/15/01	
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:  12/6/13			
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.



## 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.

## 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 &amp; After Fee</u>
-------------------	----------------------	--	-------------------------	-------------------------------

N/A

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

John M. Crafts	\$1,800 per-diem rate
Arol J. Charbonneau	\$1,600 per-diem rate
Donald E. Watson	\$1,600 per-diem rate
Robert J. Curtis	\$1,600 per-diem rate

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.

# **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

W. D. W.

Christopher D. Clement, Sr.  
Commissioner



# *Crafts Appraisal Associates, Ltd.*

4 Bell Hill Road • Bedford, NH 03110 • 603 472-2444 • Fax 603 472-9856

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

AUG 29 2013

August 23, 2013

RECEIVED

Stephen A. Bernard  
Chief Right of Way Appraiser  
The 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

RE:

**Multi-Vendor Appraisal Proposal  
Statewide Acquisition Program  
January 2014 to January 2019**

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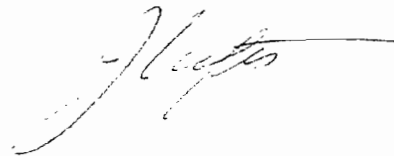
Gentlemen:

Crafts Appraisal Associates, Inc. is very much interested in participating in the above referenced program. Enclosed herewith are the six (6) items necessary to be eligible to participate.

If you have any question or need further clarification on the enclosed, please do not hesitate to contact this office.

Thank you for the opportunity to partake in this program.

Sincerely,



John M. Crafts, MAI

JMC/lst

Enclosures

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# *Crafts Appraisal Associates, Ltd.*

Real Estate Appraisals

August 19, 2013

RE: Multi-Vendor Appraisal Proposal  
Statewide Acquisition Program, January 2014 to January 2019

Below is a list of appraisers from Crafts Appraisal Associates, Ltd. Attached you will find their qualifications along with a copy of the NH Certified General Appraisal certificates.

John M. Crafts

Arol J. Charbonneau, Jr.

Donald E. Watson

Robert J. Curtis, Jr.

No. NHCG-1



# New Hampshire Real Estate Appraiser Board

THIS IS HEREBY ACKNOWLEDGES

JOHN M. CRAMER

Is duly recognized as a

CERTIFIED GENERAL APPRAISER

In accordance with all of the provisions of Chapter 310B  
of the Revised Statutes Annotated and amendments  
thereto, and the rules and regulations of this Commission.

This license/certificate applies only to the person  
named herein and shall remain in effect unless sooner  
revoked or suspended in accordance with the law.

This license expires

12/31/13

Real Estate Appraiser Chairman

A handwritten signature, likely of the Real Estate Appraiser Chairman, is written over a horizontal line in the bottom right corner of the certificate.

THIS IS TO



CERTIFY

**DONALD E WATSON**

IS A

**CERTIFIED GENERAL APPRAISER**  
IN THE STATE OF NEW HAMPSHIRE  
CERTIFICATE NO. EXPIRES

**CG191**

**6/30/14**

THIS IS TO



CERTIFY

**AROL J CHARBONNEAU JR**

IS A

**CERTIFIED GENERAL APPRAISER**  
IN THE STATE OF NEW HAMPSHIRE  
CERTIFICATE NO. EXPIRES

**CG203**

**4/30/14**

THIS IS TO



CERTIFY

**ROBERT J CURTIS JR**

IS A

**CERTIFIED GENERAL APPRAISER**  
IN THE STATE OF NEW HAMPSHIRE  
CERTIFICATE NO. EXPIRES

**CG713**

**3/31/14**

**APPRAISER QUALIFICATIONS**  
**JOHN M. CRAFTS, MAI**  
**CERTIFIED GENERAL APPRAISER NO. NHCG-1**

**Background Summary**

John M. Crafts (JMC) is the principle owner of Crafts Appraisal Associates, Ltd. (CAA), which was founded in 1978. CAA is known for its capacity of valuing unique properties. Examples of these assignments include appraising a large historic estate in Woodstock, Vermont for the Lawrence D. Rockefeller Trust, the Bretton Woods Ski Area including the Mount Washington Hotel, Golf Course, and the extensive residential development holdings. Industrial facilities such as the Budweiser Brewery in Merrimack and expansive retail operations such as the "Mall of New Hampshire" have been part of the appraisal analysis conducted by CAA. Conservation work includes the valuation of a very special virgin forest in southern N.H.

**Education**

**MASTER OF BUSINESS ADMINISTRATION (MBA)** awarded by the **University of New Hampshire** Whittemore School of Business and Economics.

**B.A. ECONOMICS, MINOR IN REAL ESTATE** awarded by the **University of Denver**,

**AMERICAN INSTITUTE OF CERTIFIED ACCOUNTANTS:** Accomplished the advanced Business Valuation courses, which are focused on the appraisal of closely held businesses.

**APPRAISAL INSTITUTE:** Successfully completed over 800 credit hours of educational courses, both required and elective, towards obtaining the MAI and SRA designations. In addition to the 19 courses that cover all the basic and advanced appraisal techniques, JMC attended the "Uniform Standards for Federal Land Acquisitions", plus "Litigation" and "Condemnation" appraisal courses.

**NATIONAL ASSOCIATION OF REALTORS:** Completed five week long courses which present materials on feasibility analysis, property development, federal taxation, and estate planning.

**MORTGAGE BANKERS ASSN.:** Completed courses which address underwriting guidelines and analysis of corporate and individual tax returns.

Various Courses regarding valuation of closely held businesses including the development of employee stock ownership plans.

**Professional Designations**

JMC received the notable New Hampshire Certification NHCG- 1 when he became the first chairman of the NH Real Estate Appraiser Board, whose responsibilities include licensing, certification, and administration of New Hampshire appraisers.

**MAI (MEMBER, APPRAISAL INSTITUTE):** This prestigious designation is awarded by the nationally recognized Appraisal Institute. It required a five-year program with educational courses, experience, and comprehensive examination requirements. JMC has completed all of the requirements, and is currently certified under the continuing education program of the appraisal institute.

**SRA (SENIOR RESIDENTIAL APPRAISER):** Holder of the SRA designation issued by the Appraisal Institute, which is awarded for excellence in the residential appraisal field. Requirements include extensive education and demonstrated experience.

**CCIM (CERTIFIED COMMERCIAL INVESTMENT MEMBER):** A prior member, JMC was the first individual in the State of New Hampshire to be awarded the CCIM designation by the National Association of Realtors. This certification is awarded to a limited number of individuals who have demonstrated excellence in the commercial brokerage field. Requirements included 200 hours of educational courses and submission of a report, which demonstrates an actual transaction where the applicant has been the broker of record.

### Publications

JMC is the only practicing appraiser in the State of New Hampshire to have multiple articles published on his empirical appraisal research in the well known Appraisal Journal. The Appraisal Journal is a national publication presenting research manuscripts on current topics that impact the appraisal profession. Articles have also been published in regional and local publications and business magazines including *New Hampshire Bar News* article on Diminution of Value: Real Estate Appraisal Considerations Given Groundwater Contamination. JMC and his company CAA were highlighted in a feature article published in the Business Digest.

### Awards

**Research Award:** JMC received the esteemed award for the year's outstanding article granted by the Editorial Board of the Appraisal Journal. The article reported the results of research on the impact of commercial development on residential properties.

In 2006 the New Hampshire Chapter of the Appraisal Institute presented JMC with the **Distinguished Service Award** for "*Knowledge, Experience and Integrity.*"

### Professional Offices Held

**PAST CHAIRMAN – NH REAL ESTATE APPRAISER BOARD:** Appointed by the governor of New Hampshire to the board and subsequently appointed chairman. The Board's responsibilities include, but are not limited to, licensing, certification and administration of New Hampshire appraisers.

**PAST PRESIDENT:** Greater Manchester Board of Realtors

**PAST DIRECTOR:** NH Chapter of the Appraisal Institute; and the NH State Association of Realtors

### EXPERIENCE

Prior to forming CAA, JMC managed the commercial investment division for the Norwood Group. At the time, the Norwood Group was the largest commercial investment brokerage entity in the State of New Hampshire. Responsibilities included the administration training and oversight of brokers specializing in all aspects of commercial real estate.

JMC is the past President of Vestnore Management Company, which preformed the property management for multi-family residential, office buildings, retail and industrial buildings. JMC was involved in the development and construction of office buildings and a retail facility. His experience includes property syndication and conversion of residential apartments to individual condominium ownership.

JMC's unique and extensive appraisal assignments are highlighted on the CAA document entitled Company Background and Client List.

### QUALIFIED EXPERT WITNESS:

- NH Superior Court
- Vermont Superior Court
- Eminent Domain Commission/Board of Tax & Land Appeals
- Federal Bankruptcy Court

**APPRAISER QUALIFICATIONS**  
**AROL J. CHARBONNEAU, JR.**  
**CERTIFIED GENERAL APPRAISER No. NHCG-203**

**Background Summary**

With over twenty years in the appraisal industry, I have serviced a wide variety of clients including municipal and state governments, major universities, lending institutions, nonprofit organizations and investors. Assignments have ranged from the valuation of the Rockefeller Estate, which was gifted to the National Park Service, to litigation support involving a national superfund site. I have extensive experience with all types of property from unimproved land, to subdivisions, to improved commercial, industrial and residential properties including complexes and condominiums throughout New Hampshire, southern Massachusetts and Maine. My appraisals have been widely used in eminent domain proceedings, estate-planning, financing, divorce, etc. Expertise also includes the valuation of corporations, partnerships, etc., where the scope includes real estate, as well as business interests. I have also completed feasibility and market studies, which include residential, office, retail and hospitality related. As a former mortgage officer, I am conversant with criteria demanded by lending institutions in appraising real estate.

**Qualified expert witness**

- NH Superior Court
- Eminent Domain Commission/Board of Tax & Land Appeals

**Education**

**SUFFOLK LAW SCHOOL, BOSTON, MA:** Jurist Doctor

**BOSTON COLLEGE, BOSTON, MA:** BA Sociology

**AMERICAN INSTITUTE OF CERTIFIED ACCOUNTANTS:** Successfully completed the Valuation of Businesses and Professional Practices Program

**AMERICAN INSTITUTE OF REAL ESTATE APPRAISERS:** Course 11 1/8-1, Real Estate Appraisal Principles; Course 1A-2, Basic Valuation Procedures; Course 1B-A, Capitalization Theory & Techniques Part A; Course 1B-B, Capitalization Theory & Techniques Part B; Course 2-1, Case Studies in Real Estate Valuation; Course SPPA, Standards of Professional Practices Part A; Course SPPB, Standards of Professional Practices Part B; and Business Valuation I and II.

**MASSACHUSETTS BOARD OF REAL ESTATE APPRAISERS:** Appraisal of Income Properties

**MORTGAGE BANKERS ASSOCIATION:** Mortgage Banking I

**FEDERAL LAND ACQUISITION APPRAISING**

**UNIFORM STANDARDS FOR FEDERAL LAND ACQUISITIONS**

**CONDEMNATION APPRAISING**

**EMINENT DOMAIN**

**Professional Designations and Affiliations**

**CERTIFIED GENERAL APPRAISER:** In the state of New Hampshire

**APPRAISER QUALIFICATIONS**  
**DONALD E. WATSON**  
**CERTIFIED GENERAL APPRAISER NO. NHCG-191**

**Background Summary**

With over twenty-nine years in real estate and twenty-two years in the appraisal industry, I have served a wide variety of clients, including municipal and state governments, major universities, lending institutions, nonprofit organizations and investors. I have extensive experience with all property types ranging from unimproved land to subdivisions to improved commercial, industrial and residential properties including complexes and condominiums throughout New Hampshire. My appraisals have been widely used in eminent domain proceedings, estate-planning, financing, divorces, etc.

**Education**

**NEW HAMPSHIRE COLLEGE, MANCHESTER, NH:** Economic & Finance Program

**OHIO STATE UNIVERSITY:** A.S. Animal Science

**HARVARD UNIVERSITY GRADUATE SCHOOL OF DESIGN:**  
Commercial Real Estate Development & Financing

**SOCIETY OF REAL ESTATE APPRAISERS:** Course 101, An Introduction to Appraising Real Property

**APPRAISAL INSTITUTE:**

- Course 1A-1, Real Estate Appraisal Principles
- Course 1A-2, Basic Valuation Procedures
- Course 1B-A, Capitalization Theory & Techniques, Part A
- Course 1B-B, Capitalization Theory & Techniques, Part B
- Course 2-1, Case Studies in Real Estate Valuation
- Course SPP, Standards of Professional Practice, Parts A & B
- Course 530, Advanced Sales Comparison & Cost Approaches
- Report Writing
- Over twenty (20) one and two day seminars

**REALTORS' NATIONAL MARKETING INSTITUTE:**

- Course CI - 101, Fundamentals of R.E. Investment & Taxation
- Course CI - 102, Fundamentals of Location & Market Analysis
- Course CI- 103, Advanced R.E. Taxation & Marketing Tools for Investment Real Estate

**Professional Designations and Affiliations**

**EXPERT WITNESS:**

New Hampshire Land and Tax Court  
Federal Bankruptcy Court  
Federal District Court  
New Hampshire Superior Court

**CERTIFIED GENERAL APPRAISER:**

State of New Hampshire



**Bob Curtis**  
State Certified General Real Estate Appraiser

[REDACTED]  
Office – 603-472-2444 x320,  
bcurtis@craftsappraisal.com

***REAL ESTATE VALUATION AND CONSULTING (2003 TO PRESENT)***

Valuation of improved and unimproved commercial real estate. Properties have been located primarily in New Hampshire and New Jersey, with others in Rhode Island, Pennsylvania, Maryland, Connecticut, California and New York. I have many years of commercial appraisal experience with the following property types:

Apartments	Retail	Mixed Use
Assisted Living Facilities	Shopping Centers	Marinas
Nursing Homes	Office Buildings	Special Purpose Properties
Industrial	Free-standing Commercial	Vacant Land

***EMPLOYMENT HISTORY***

Presently – Crafts Appraisal Associates – Commercial Real Estate Appraiser

2003 to 2011

Various firms, Independent Contractor – Fee, Split Fee, Commercial Real Estate Appraiser

AT&T

District Manager, retired after 30 years with extensive experience in Project Management, Process Management and Quality Management.

***PROFESSIONAL LICENSES AND CERTIFICATIONS***

State of New Hampshire - State Certified General Real Estate Appraiser  
State of New Jersey – State Certified General Real Estate Appraiser  
Society of Business Analysts – Certified Senior Business Analyst  
Master's Certificate in Project Management  
Certification - Process Quality Management Professional

***PROFESSIONAL AFFILIATIONS***

Appraisal Institute – Associate General Membership  
Appraisal Institute, NH Chapter,  
Town of Litchfield, NH, Vice-chair Planning Board,  
NHCIBOR – Associate Membership  
Society of Business Analysts  
USGBC NJ Chapter – Former Secretary, Green Building & Sustainability Valuation and Consulting Committee

## **Bob Curtis**

Office – 603-472-2444 x320,  
bcurtis@craftsappraisal.com

### ***EDUCATION***

#### ***Real Estate***

National USPAP Course	USPAP 7.0 Hour Update
Fundamentals of Real Estate Appraisal	General Applications
Basic Income Capitalization	Apartment Appraisal
Case Studies in Commercial Highest & Best Use	Office Building Valuation
Understanding & Testing DCF Models	Analyzing Operating Expenses
Preparing a Single Family Residential Appraisal	Convincing Residential Appraisals
Residential Report Writing and Case Studies	Business Practices & Ethics
Multiple other real estate related course and seminars	

#### ***General Business***

Mini-MBA in General Business Management  
Skilled in the use of MS Word and Excel

### ***Military Service***

United States Marine Corps 1967 – 1970, Honorable Discharge

# *Crafts Appraisal Associates, Ltd.*

Real Estate Appraisals

## **Crafts Appraisal Associates**

Appraisers and per diem rate for each;

John M. Crafts           \$1,800/day

Arol J. Charbonneau   \$1,600/day

Donald E. Watson      \$1,600/day

Robert J. Curtis        \$1,600/day

Crafts Appraisal Associates, Ltd.

**ACTIONS TAKEN BY UNANIMOUS WRITTEN CONSENT  
OF THE SOLE DIRECTOR AND SOLE STOCKHOLDER**

The undersigned, being the President and Sole Shareholder of Crafts Appraisal Associates, Ltd. (the "Corporation"), hereby consents to the taking of and hereby takes the following actions:

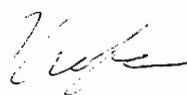
**VOTED:** That the Corporation be, and hereby is, authorized to apply and participate in the Multi-Vendor Appraisal Proposal Submissions Statewide Acquisition Program from January, 2014 through January, 2019.

**VOTED:** That John M. Crafts, the President of the Corporation, be, and hereby is, singly authorized and empowered to execute and deliver on the Corporation's behalf any and all documents reasonably deemed necessary to give effect to the foregoing resolutions.

**VOTED:** That all actions, agreements, and certificates taken by the President of the Corporation in connection with the foregoing are hereby ratified and confirmed.

No further actions taken are taken by this Consent.

Dated: October 20, 2013



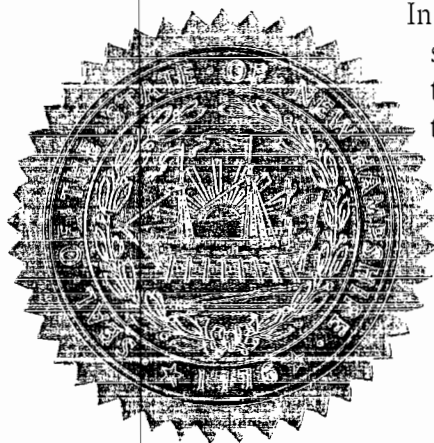
John M. Crafts, President  
Crafts Appraisal Associates

# 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 CRAFTS APPRAISAL ASSOCIATES, LTD. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 30, 1990. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 8<sup>th</sup> day of August, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

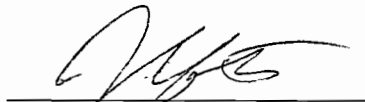
# *Crafts Appraisal Associates, Ltd.*

Real Estate Appraisals

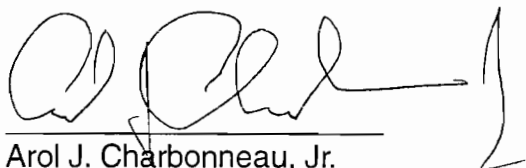
August 19, 2013

## Debarment Clause:

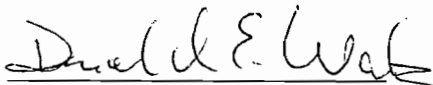
"I am not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal Agency. I have not been suspended, debarred, voluntarily excluded by any federal agency within the last three (3) years. Neither do I have a proposed debarment pending, and have not been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



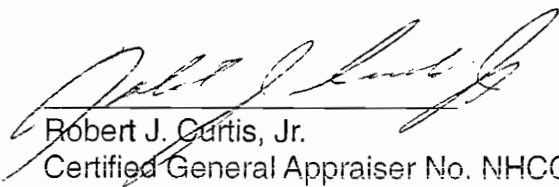
John M. Crafts, MAI  
Certified General Appraiser No. NHCG-1



Arol J. Charbonneau, Jr.  
Certified General Appraiser No. NHCG-203



Donald E. Watson  
Certified General Appraiser No. NHCG-191



Robert J. Curtis, Jr.  
Certified General Appraiser No. NHCG-713



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2013

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

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

<b>PRODUCER</b> Infantine Insurance P. O. Box 5125  Manchester NH 03108		<b>CONTACT NAME:</b> Dottie Cooke <b>PHONE (A/C No. Ext.):</b> (603) 669-0704 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> dcooke@infantine.com	
<b>INSURED</b> Crafts Appraisal Associates, LTD &, DBA: 4 Bell Hill Road  Bedford NH 03110		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Peerless Insurance NAIC # 24198 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER: 13-14 Master****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP9493435	5/8/2013	5/8/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Included
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY			BOP9493435	5/8/2013	5/8/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9493235	5/8/2013	5/8/2014	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Confirmation of Coverages; It is agreed and understood that the State of New Hampshire is included as an additional insured on General Liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

(603) 271-6915

State of New Hampshire  
Department of Transportation  
1 Hazen Drive  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chuck Hamlin/DC1

RENEWAL

Transaction Effective: 05/08/2013

## INFORMATION PAGE

DIRECT BILL

Policy Number: WC 9493235	Prior Policy: WC 9493235	Date Issued: 03/14/2013
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY		NCCI Number: 11355
<b>1. Named Insured and Mailing Address:</b> CRAFTS APPRAISAL ASSOC LTD 4 BELL HILL ROAD BEDFORD NH 03110		<b>Agent:</b> INFANTINE INSURANCE PO BOX 5125 MANCHESTER NH 03108-5125  <b>Agent Code:</b> 8110138 <b>Agent Phone:</b> (603)-669-0704
Federal Employer ID Number: 020439536	Filing Number:	SIC Code: 6531
Other Workplaces not shown above: NONE		
Entity of Insured - CORPORATION		

**2. Policy Period:**

The Policy Period is from 05/08/2013 to 05/08/2014, 12:01 AM Standard Time at the insured's mailing address.

**3. A. Worker's Compensation Insurance:**Part One of the policy applies to Worker's Compensation Law of the states listed here:  
NH**B. Employers Liability Insurance:**

Part Two of the policy applies to work in each state listed in 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident	\$	100,000 each accident
Bodily Injury by Disease	\$	500,000 policy limit
Bodily Injury by Disease	\$	100,000 each employee

**C. Other States Insurance:**

Part Three of the policy applies to states, if any, listed here: All states except North Dakota, Ohio, Washington, Wyoming and states designated in item 3.A. on the Information Page;

**D. Endorsements and Schedules:**

This policy includes these endorsements and schedules: See Extension of Information Page

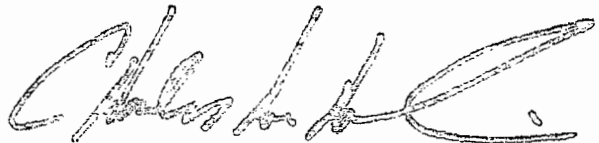
**4. Premium:**

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Code Number	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
	See Extension of Information Page			
	<b>POLICY PREMIUM TOTALS</b>			
0900		Total Estimated Standard Premium	\$	389.00
		Expense Constant	\$	185.00
		Total Estimated Premium	\$	574.00
		Total Estimated Cost	\$	574.00
Minimum Premium	\$ 554.00	Deposit Premium	\$ 574.00	Adjustment Period: ANNUAL

Date: 5/10/2013

Countersigned by:



Authorized Signature



# Workers Compensation And Employers Liability Insurance Policy



F EWAL

Transaction Effective: 05/08/2013

Policy Number: WC 9493235	Policy Period: From 12:01 AM 05/08/2013 To 12:01 AM 05/08/2014
Coverage Is Provided In <b>PEERLESS INSURANCE COMPANY - A STOCK COMPANY</b>	NCCI Number: 11355
Named Insured: CRAFTS APPRAISAL ASSOC LTD	Agent: INFANTINE INSURANCE  Agent Code: 8110138
Federal Employer ID Number: 020439536	Filing Number:

## EXTENSION OF INFORMATION PAGE

Code Number	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
NH				
8810	CLERICAL OFFICE EMPLOYEES NOC	50,000	0.4100	205.00
8721	REAL ESTATE APPRAISAL COMPANY-OUTSIDE EMPLOYEES	IF ANY	1.4200	0.00
	Sub-Total .....		\$	205.00
0990	Balance To Policy Minimum Premium .....		\$	164.00
	State Total Estimated Standard Premium .....		\$	369.00
9740	Terrorism .....		\$	10.00
9741	Catastrophe (other than Certified Acts of Terrorism) .....		\$	10.00
	State Total Estimated Cost .....		\$	389.00

Date Issued: 03/14/2013

Copyright, 1987 National Council on Compensation Insurance

EWAL

Transaction Effective: 05/08/2013

Policy Number: WC 9493235	Policy Period: From 12:01 AM 05/08/2013 To 12:01 AM 05/08/2014
Coverage Is Provided In <b>PEERLESS INSURANCE COMPANY - A STOCK COMPANY</b>	NCCI Number: 11355
<b>Named Insured:</b> CRAFTS APPRAISAL ASSOC LTD	<b>Agent:</b> INFANTINE INSURANCE  <b>Agent Code:</b> 8110138
Federal Employer ID Number: 020439536	Filing Number:

**ENDORSEMENT SCHEDULE**

Form Number	Description
25-191 - 0694	EXTENSION OF INFORMATION PAGE
25-199 - 1094	QUICK REFERENCE
WC000000B - 0711	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
WC000308 - 0484	PARTNERS, OFFICERS AND OTHERS EXCLUSION
WC000414 - 0790	NOTIFICATION OF CHANGE IN OWNERSHIP
WC000419 - 0101	PREMIUM DUE DATE ENDORSEMENT
WC000421C - 0908	CATASTROPHE OTHER THAN CERTIFIED ACTS OF TERR PREM ENDT
WC000422A - 0908	TERRORISM RISK INS PROGRAM REAUTHORIZATION ACT DISCL EN
WC280404 - 0108	NH PENDING RATE CHANGE
WC280601 - 0484	NEW HAMPSHIRE SOLE REPRESENTATIVE
WC280604 - 0492	NEW HAMPSHIRE AMENDATORY

Date Issued: 03/14/2013

Copyright, 1987 National Council on Compensation Insurance

**Forming a part of****Policy Number: WC 9493235****Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY****Insured:**  
CRAFTS APPRAISAL ASSOC LTD**Agent:**  
INFANTINE INSURANCE**Agent Code: 8110138****Agent Phone: (603)-669-0704****WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 03 08****PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M. standard time,

forms a part of Policy No. 9493235

of the PEERLESS INSURANCE COMPANY

issued to CRAFTS APPRAISAL ASSOC LTD

Premium \$ \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

**Schedule****Partners****Officers****Other**

JOHN CRAFTS  
PRESIDENT

WAL

EFFECTIVE DATE: 05/08/2013

<b>Policy Number:</b> BOP9493435	<b>Prior Policy:</b> 9493435
<b>Billing Type:</b> DIRECT BILL	
<b>Coverage Is Provided In</b> PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
<b>Named Insured and Mailing Address:</b> CRAFTS APPRAISAL ASSOC LTD & FREMORE ASSOCIATES 4 BELL HILL ROAD BEDFORD NH 03110	<b>Agent:</b> INFANTINE INSURANCE PO BOX 5125 MANCHESTER NH 03108-5125  <b>Agent Code:</b> 8110138 <b>Agent Phone:</b> (603)-669-0704

**COMMERCIAL PROTECTOR COVERAGE FORM DECLARATIONS  
 BUSINESSOWNERS COVERAGE FORM DECLARATIONS**

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**POLICY PERIOD:** From: 05/08/2013 To: 05/08/2014 at 12:01 AM Standard Time at your mailing address shown above.

**FORM OF BUSINESS:** CORPORATION

**BUSINESS DESCRIPTION:** INSPECTION AND APPRAISAL COMPANIES-INSPECTING

**DESCRIPTION OF PREMISES**

Prem. No.	Bldg. No.	Location Occupancy, Construction/Fire Protection
001	001	4 BELL HILL ROAD BEDFORD NH 03110 INSPECTION AND APPRAISAL COMPANIES-INSPECTING FOR INSURANCE OR VALUATION PURPOSES FRAME

**PROPERTY COVERAGE (Business Income is included as an Additional Coverage not subject to the limits below, please refer to your policy and endorsements for coverage details and limitations)**

Prem. No.	Bldg. No.	Coverage	Limits of Insurance
001	001	BUSINESS PERSONAL PROPERTY	\$ 15,600
<b>DEDUCTIBLE:</b>		\$ 250 In Any One Occurrence	

**AUTOMATIC INCREASE:** Building Coverage Shall Be Increased Annually.  
 Personal Property Coverage Shall Be Increased 4%E Annually.

**MORTGAGE HOLDERS:** NONE

## RENEWAL

**COMMERCIAL PROTECTOR COVERAGE FORM DECLARATIONS (Continued)**  
**BUSINESSOWNERS COVERAGE FORM DECLARATIONS**

**LIABILITY AND MEDICAL PAYMENTS COVERAGE**

Except for Fire Legal Liability, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4. of the Section II LIABILITY of the COMMERCIAL PROTECTOR COVERAGE FORM (BUSINESSOWNERS COVERAGE FORM).

Coverage	Limits of Insurance
LIABILITY AND MEDICAL EXPENSES	\$ 1,000,000 Per Occurrence
MEDICAL EXPENSES	\$ 5,000 Per Person
DAMAGE TO PREMISES RENTED TO YOU	\$ 50,000 Any One Fire or Explosion
<b>AGGREGATE LIMITS</b>	
BODILY INJURY OR PROPERTY DAMAGE UNDER PRODUCTS/COMPLETED OPERATIONS HAZARD	\$ 2,000,000
ALL OTHER INJURY OR DAMAGE (INCLUDING MEDICAL EXPENSES)	\$ 2,000,000

**LIABILITY OPTIONAL COVERAGES**

Coverage	Limits of Insurance
HIRED AUTO LIABILITY	I NCLUDED
NON-OWNED AUTO LIABILITY	I NCLUDED

**FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY:**

(Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations)

Form Number	Description
44-98	- 0604 EXCLUSION - ASBESTOS
44-105	- 0604 QUICK REFERENCE - COMMERCIAL PROTECTOR COVERAGE FORM
44-115	- 0604 COMMERCIAL PROTECTOR COVERAGE FORM
44-175	- 0108 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
44-190	- 0108 EXCLUSION OF PUNITIVE DAMAGES OF CERT ACTS OF TERROR
44-192	- 0604 WAR LIABILITY EXCLUSION
44-200	- 0204 EXCLUSION - SILICA
44-207	- 0305 EXCLUSION-VIOLATION OF STATUTES
44-222	- 0108 IDENTITY THEFT EXPENSE COVERAGE
44-223	- 0808 WATER EXCLUSION ENDORSEMENT
44-234	- 0111 LIMITED CYBER LIAB AMENDMENT OF COV B-PERS & ADV INJURY
44-235	- 1010 ADDITIONAL COVERAGES & EXTENSION OF COVERAGE DEDUCTIBLE
44-50	- 0604 HIRED AUTO AND NON-OWNED AUTO LIABILITY
BP0122	- 0702 NH BUSINESSOWNERS STANDARD FIRE POLICY PROVISION
BP0113	- 0111 NEW HAMPSHIRE CHANGES
BP0417	- 0702 EMPLOYMENT-RELATED PRACTICES EXCLUSION
BP0501	- 0702 CALCULATION OF PREMIUM
BP0576	- 1102 LIMITED FUNGI OR BACTERIA COVERAGE
BP0577	- 1102 FUNGI OR BACTERIA EXCLUSION
BP0601	- 0107 EXCLUSION OF LOSS DUE TO BACTERIA

**PREMIUM**

Terrorism Risk Insurance Act of 2002 and 2005 Coverage \$ 0.00

44-98 (06/04)

INSURED COPY

05/08/2013

0493435

NBC650B

1303

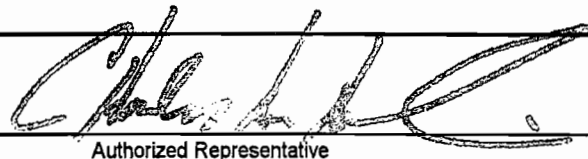
**COMMERCIAL PROTECTOR COVERAGE FORM DECLARATIONS (Continued)**  
**BUSINESSOWNERS COVERAGE FORM DECLARATIONS**

Total Policy Premium

\$

425.00 MP

Countersigned: By



Authorized Representative

5/10/2013  
Date

Includes copyrighted material of Insurance Services Office, Inc. with its permission. Copyright, Insurance Services Office, Inc. 1982,1983, 1984, 1985.

Date Issued: 03/13/2013

Policy Number: BOP 9493435

Coverage Is Provided In **PEERLESS INSURANCE COMPANY - A STOCK COMPANY****Named Insured:**CRAFTS APPRAISAL ASSOC LTD  
& FREMORE ASSOCIATES**Agent:**

INFANTINE INSURANCE

Agent Code: 8110138

Agent Phone: (603)-669-0704

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROTECTOR® COVERAGE FORM (BUSINESSOWNERS COVERAGE FORM)

SCHEDULE	
Coverage	Additional Premium
Non-Ownership Liability	\$ 73
Hired Auto Liability	\$ 51
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)	

- A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

**1. Hired Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability** in **SECTION II – LIABILITY**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

**2. Non-Owned Auto Liability**

The insurance provided under Paragraph **A.1. Business Liability** in **SECTION II – LIABILITY**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

- B.** For insurance provided by this endorsement only:

- 1.** The exclusions, under the Paragraph **B.1. Applicable To Business Liability** Coverages in **SECTION II – LIABILITY**, other than Exclusions **a., b., d., f., and i.** and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

**a.** "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

# Real Estate Appraisers Professional Liability



**Liberty**  
International  
Underwriters.  
Member of Liberty Mutual Group

Date Issued	Policy Number	Previous Policy Number
02/20/2013	LIU002184-012	LIU002184-011

## LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")  
55 Water Street, 18th Floor  
New York, NY 10041

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Item

### DECLARATIONS

1. Customer ID: 120363 Named Insured: CRAFTS APPRAISAL ASSOCIATES, LTD. 4 Bell Hill Road Bedford, NH 03110	
2. Policy Period: From: 03/02/2013 To: 03/02/2014 12:01 A.M. Standard Time at the address stated in Item 1.	
3. Deductible: \$2,500 Each Claim	
4. Retroactive Date: 01/20/1986	
5. Inception Date: 03/02/2002	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate	The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.
7. Mail All Notices to Agent:	LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (805) 963-6624; Fax: (805) 962-0652
8. Annual Premium: <del>REDACTED</del>	
9. Number of Appraisers: 5	
10. Forms attached at issue: LIA002 (10/11) LIA NH (10/11) LIA009 (08/11) LIA012 (08/11) LIA013 (08/11) LIA018 (03/10) LIA025 (03/10) OFAC (08/09)	

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By *R. W. [Signature]*

Authorized Signature



Subject:

SPECIAL APPRAISAL STATEWIDE

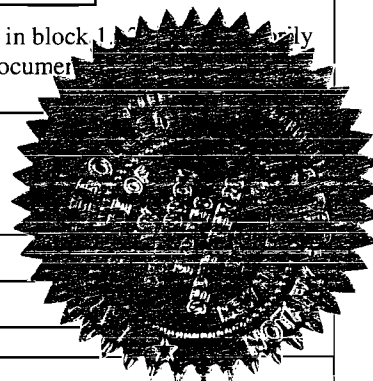
FORM NUMBER P-37 (version 1/09)

**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 MH BEECY APPRAISAL SERVICES		1.4 Contractor Address PO BOX 6366, 73 LEE AVE, MANCHESTER NH 03109	
1.5 Contractor Phone Number (603) 622-5106	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER G&C APPROVAL	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency CHRISTOPHER D. CLEMENT, SR		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature <i>Marsha H. Beecey</i>		1.12 Name and Title of Contractor Signatory Marsha H. Beecey, Sole Proprietor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On, <u>11/8/2013</u> before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed this document indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Laura Roberts</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Laura Roberts Notary</u>			
1.14 State Agency Signature <i>William Cunniff</i>		1.15 Name and Title of State Agency Signatory William Cunniff, P.E. Director of Project Development NH DOT	
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: <i>[Signature]</i> <u>12/3/13</u>			
1.18 Approval by the Governor and Executive Council By: On:			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **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 act 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.

## 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 &amp; 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.

Marsha H. Beecy

\$600 per diem rate

## 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.



# **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.

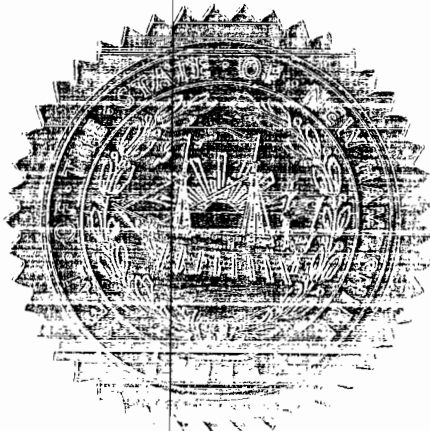
Christopher D. Clement, Sr.  
Commissioner

# 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 M.H. BEECY APPRAISAL SERVICES is a New Hampshire trade name registered on March 19, 2001 and that Marsha Hulme Beecy presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of November, A.D. 2013

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

William M. Gardner  
Secretary of State

AUG 29 2013

RECEIVED



## M.H. Beecy Appraisal Services

P.O. Box 6366 • Manchester, NH 03108-6366  
Phone: (603) 622-5106 • Fax: (603) 622-0496

August 26, 2013

Stephen A. Bernard, Chief Right Of Way Appraiser  
Bureau of Right-of-Way  
J.O. Morton Bldg. – Rm. 100  
7 Hazen Drive  
Concord, NH 03302-0483

Re: Multi Vendor Appraisal Proposal – Statewide Acquisition Program

Dear Mr. Bernard,

Following are a signed Debarment Clause and my responses to the letter I received from your office regarding the Statewide Acquisition Program:

- I, Marsha H. Beecy, will be the only appraiser to perform and sign the appraisal reports completed by M.H. Beecy Appraisal Services (qualifications and NH Certification attached).
- My per diem rate is \$600.00/day.
- Attached is a 'Certificate of Good Standing' from the NH Secretary of State's Office.
- Signed Debarment Clause: "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 three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- Attached are two 'Certificates of Insurance Coverage'.
- I am a sole proprietor business.

Thank you.

Respectfully submitted,

Marsha H. Beecy  
Certified General Appraiser, NHCG-302

## Qualifications

MARSHA H. BEECY

Certified General Appraiser - NHCG-302

VTCG-080-0000214

### APPRAISAL EXPERIENCE:

April 2001

M.H. Beecy Appraisal Services

Manchester, NH

- Commercial Real Estate Appraiser.

1986 to April 2001

Thompson Appraisal Co.

Concord, NH

#### Staff Commercial Appraiser:

- Appraised all types of Commercial properties (land and buildings).
- Appraised single-family, multi-family and estate properties.
- Appraised all types of land (wetlands, industrial, residential, waterfront, subdivisions, commercial, agricultural, timberland).
- Performed appraisals for tax abatements with successful results.
- Performed appraisals for IRS review for charitable donations.
- Performed conservation, facade and life estate easements.
- Performed appraisals for Federal Review.
- Completed difficult appraisal assignments (ski area, golf course, subdivision analysis).

1985-1986

Appraisal Associates of MA

So. Yarmouth, MA

#### Staff Commercial Appraiser

- Appraised all types of Commercial properties (land and buildings).
- Appraised residential properties.
- Performed inspections for transfer from construction loan to mortgage.

### EDUCATION AND APPRAISAL COURSES:

1981-1984

University of Massachusetts

Amherst, MA

- MRP- School of Landscape Architecture and Regional Planning.

1972-1976

University of Vermont

Burlington, VT

- BS - School of Education.

1984-Present

Appraisal Courses

Various Sites

Attended various appraisal and real estate courses for education and certification.

- Principles of Real Estate Appraisal
- Capitalization Theory & Techniques, Part A and Part B
- Residential Valuation
- Uniform Standards of Professional Appraisal Practice
- Seminar on Appraising Apartments
- Seminar on Appraising High-Value and Historic Homes
- Attacking and Defending an Appraisal in Litigation
- Wetlands Seminar
- Expert Testimony for Appraisers
- Condemnation Appraising, SE710 and SE720
- Uniform Appraisal Standards for Federal Land Acquisitions - January, 2004 & October, 2010
- Appraising Conservation Easements and Conservation Land - October, 2004
- Subdivision Analysis - December, 2004
- Statistics and Modeling - December, 2005
- Principles of Construction - March, 2006
- Timber and Timberland Evaluation - February, 2007
- Valuation of Conservation Easements Certificate - December, 2007
- Environmental Issues for Appraisers - December, 2010
- Appraisal Curriculum Overview - September, 2011

#### **LITIGATION EXPERIENCE:**

- Lake Sunapee Tax Equity Association Members vs. Town of Sunapee, 35 cases, State of New Hampshire Tax and Land Appeal Board, August 1990.
- William Andreason vs. Town of Northwood, Rockingham County, Docket #17214, State of New Hampshire Tax and Land Appeal Board, August 5, 1998.
- Federal Superior Court – Testimony on appraisals of properties subject to takings by Portland Natural Gas Transmission System, June 1999.
- Small Claims Court – Testimony for recovering unpaid appraisal fees

JOINT BOARD OF LICENSURE AND CERTIFICATION  
STATE OF NEW HAMPSHIRE

57 Regional Drive  
Concord, N.H. 03301-8518  
Telephone (603) 271-2219 • Fax (603) 271-6990

Louise Laverio • Executive Director

Professional Engineers  
Architects  
Land Surveyors  
Professional Geologists  
Foresters  
Real Estate Appraisers  
Manufactured Housing Installers

Natural Scientists  
Landscape Architects  
Court Reporters  
Home Inspectors  
Accountancy  
Manufactured Housing Parks

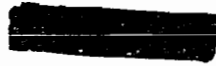


Wednesday, January 02, 2013

MARSHA

H

BEECY



**CERTIFICATE**

This is to certify that the above named **individual** is an authorized Certified General Real Estate Appraiser in the State of New Hampshire under the provisions of RSA 310-B:2, VIII.

This certificate is issued by the Real Estate Appraiser Board on the basis of information in the application filed with the Board.

NH Real Estate Appraiser Board

Certificate No: NHCG-302

Expiration Date: 11/30/14





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/28/2013

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

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

PRODUCER  
Foy Insurance Group - Manchester  
1689 Elm St

Manchester NH 03104

INSURED  
M H BEECY APPRAISAL SERVICES  
73 LEE AVE

MANCHESTER NH 03109-4248

CONTACT NAME: Lisa Bisson  
PHONE (A/C, No, Ext): (603) 641-8111 FAX (A/C, No): (603) 641-9649  
E-MAIL ADDRESS: lisa.bisson@foyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Maine Mutual-MMG Insurance Co.	15997
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: Master 2013-14

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BP10922332	2/22/2013	2/22/2016	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/DP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS		KA10922332	2/22/2013	2/22/2014	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Comp Ded \$250 <input checked="" type="checkbox"/> Coll Ded \$250					Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Bureau of Right of Way  
J.O. Morton Bldg Room 100  
7 Hazen Drive  
Concord, NH 03302-0483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Bisson/MILISA



## CERTIFICATE OF INSURANCE

Producer:

LIA ADMINISTRATORS & INSURANCE SERVICES  
P.O. Box 1319  
Santa Barbara, CA 93102-1319

Issue Date: 08/26/2013

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.

Insured: 150581  
BEECY, M.H. APPRAISAL SERVICES  
Marsha H. Beecy  
P.O. Box 6366  
Manchester, NH 03108-6366

Fax Number: 603-622-0496

### COMPANY AFFORDING COVERAGE

Liberty Insurance Underwriters, Inc.



Authorized Representative

This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

**IMPORTANT NOTICE: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.**

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
Professional Liability	LIU003576-012	05/24/2013	05/24/2014	Each Claim General Aggregate	\$ 1,000,000 \$ 1,000,000

Description of Operations/Locations/Special Items:  
**REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE**

Certificate Holder:  
State of New Hampshire, Bureau of Right-of-Way  
J.O Morton Building, Rm. 100  
1 Hazen Drive  
Concord, NH 03301

**Cancellation:**  
**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

## CERTIFICATE OF INSURANCE

**Producer:**

LIA ADMINISTRATORS & INSURANCE SERVICES  
P.O. Box 1319  
Santa Barbara, CA 93102-1319

Issue Date: 08/26/2013

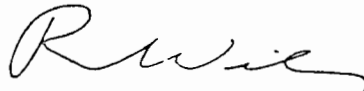
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BEECY, M.H. APPRAISAL SERVICES  
Marsha H. Beecy  
P.O. Box 6366  
Manchester, NH 03108-6366

Fax Number: 603-622-0496

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Liberty Insurance Underwriters, Inc.



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Description of Operations/Locations/Special Items:

**REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE**

Certificate Holder:  
State of New Hampshire, Bureau of Right-of-Way  
J.O Morton Building, Rm. 100  
1 Hazen Drive  
Concord, NH 03301

**Cancellation:**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES  
BE CANCELLED BEFORE THE EXPIRATION DATE  
THEREOF, NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

Subject:

SPECIAL APPRAISAL STATEWIDE

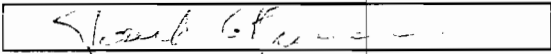
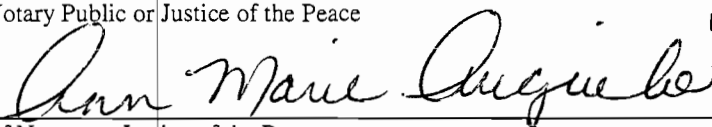
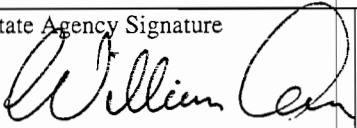
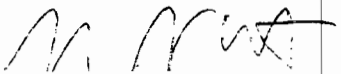
FORM NUMBER P-37 (version 1/09)

## 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 FREMEAU APPRAISAL INC		1.4 Contractor Address 11 STARK ST., MANCHESTER NH 03101	
1.5 Contractor Phone Number (603) 622-8826	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER G&C APPROVAL	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency CHRISTOPHER D. CLEMENT, SR		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph G. Fremeau, President	
1.13 Acknowledgement: State of NH, County of Hillsborough			
On 11/7/13 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]  ANN MARIE ANGIULO, Notary Public My Commission Expires August 24, 2016			
1.13.2 Name and Title of Notary or Justice of the Peace Ann Marie Angiulo, Administrative Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Director of Project Development HFDOT	
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:  12/9/13			
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.

## 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.

## 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 &amp; After Fee</u>
-------------------	----------------------	--	-------------------------	-------------------------------

N/A

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

Joseph G. Fremeau	\$1,400 per-diem rate
B. Alec Jones	\$1,200 per-diem rate
Joseph E. Fahey, III	\$1,200 per-diem rate
Marsha M. Campaniello	\$1,200 per-diem rate
Stephen R. Mirick	\$1,200 per-diem rate

## 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.

# **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

# FREMEAU APPRAISAL, INC.

11 Stark Street • Manchester, New Hampshire 03101  
Telephone (603) 622-8826 • Telecopier (603) 626-1311

August 29, 2013

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

AUG 30 2013

RECEIVED

Stephen A. Bernard  
Chief Right Of Way Appraiser  
Right-of-Way Bureau – Appraisal Section  
The State of New Hampshire  
Department of Transportation  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302-0483

Re: Multi Vendor Appraisal Proposal  
Statewide Acquisition Program, January 2014 to January 2019

Dear Mr. Bernard:

This is in response to your letter of August 1, 2013. We would be interested in continuing our relationship with the State in this program.

The following individuals and their per-diem rates would be doing the work:

<u>Appraiser</u>	<u>Per-Diem Rate</u>
Joseph G. Fremeau	\$1,400
B. Alec Jones	\$1,200
Joseph E. Fahey, III	\$1,200
Marsha M. Campaniello	\$1,200
Stephen R. Mirick	\$1,200

The Qualification Statement and the NH Certified General Appraisal Certification for each appraiser is included with this submission.

Also enclosed are the following:

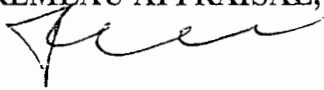
1. Certificate of Vote;
2. Certificate of Insurance for the following coverages:
  - Commercial/Comprehensive General Liability
  - Professional Liability (Errors and Omissions)
  - Comprehensive Automobile Liability;
  - Worker's Compensation

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 three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Thank you for the invitation to submit this proposal. Please let me know if you need anything further.

Sincerely,

**FREMEAU APPRAISAL, INC.**




Joseph G. Fremeau, MAI  
President

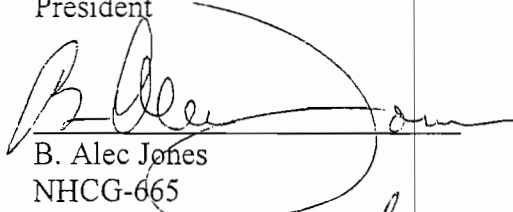
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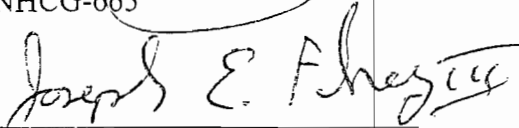
Enclosure


state/multvend

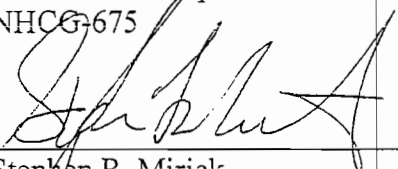
We are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal Agency. We have not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the last three (3) years. Neither do we have a proposed debarment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

  
\_\_\_\_\_  
Joseph G. Fremeau, MAI  
NHCG-89  
President

  
\_\_\_\_\_  
B. Alec Jones  
NHCG-665

  
\_\_\_\_\_  
Joseph E. Fahey, III  
NHCG-103

  
\_\_\_\_\_  
Marsha M. Campaniello  
NHCG-675

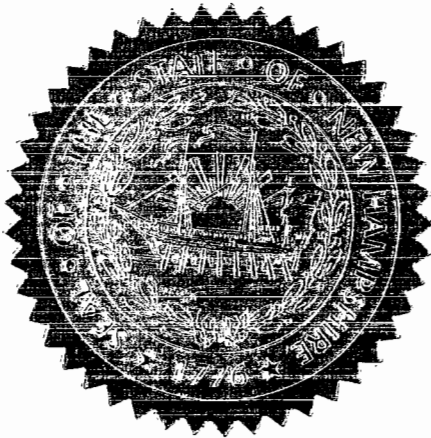
  
\_\_\_\_\_  
Stephen R. Mirick  
NHCG-737

# 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 FREMEAU APPRAISAL, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 1, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 27<sup>th</sup> day of September, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State



I, Joseph G. Fremeau, hereby certify that I am duly elected President of Fremeau Appraisal, Inc.

I hereby certify that a vote was taken at a meeting of the Board of Directors at which a quorum of the Board was present and voting.

Voted: To Authorize Joseph G. Fremeau, President, to enter into contracts with the State of New Hampshire to provide appraisal services to the State of New Hampshire, Department of Transportation, and to execute any documents which in his judgment are desirable or necessary, to effect the above-stated purpose.

I hereby certify that said vote was not amended or repealed and remains in full force and effect, and that Joseph G. Fremeau is authorized and a duly elected officer of this corporation.

By: \_\_\_\_\_

Date: \_\_\_\_\_

c:\word\state\vote

# REAL ESTATE APPRAISAL QUALIFICATIONS

OF

**JOSEPH G. FREMEAU**

## Professional Designations

- MAI (Member Appraisal Institute)
- SRA (Senior Residential Appraiser)

## Licenses and Certificates

- |                          |   |
|--------------------------|---|
| • State of New Hampshire | - Certified General Appraiser<br>(#NHCG-89) |
| • State of New Hampshire | - Licensed Real Estate Broker<br>(#010517)  |

## Education

Whittemore School of Business and Economics, University of N.H.	B.S. Business Administration/Economics
--	--

Real Estate courses completed and  
exams passed - University of New Hampshire

Principles of Real Estate	-	1975
Real Estate Law and Finance	-	1976
Real Estate Appraising	-	1976
Land Use Economics	-	1977

Society of Real Estate Appraisers  
Courses completed and exams passed

Course 101	An Introduction to Appraising Real Property
Course 202	Applied Income Property Valuation

**FREMEAU APPRAISAL, INC.**

Exams successfully challenged

R-2 Exam

Course 201

Residential Property  
Case Study  
Principles of Income  
Property Appraising

American Institute of Real  
Estate Appraisers

Courses completed and exams passed

Courses 1B-1, 1B-2, & 1B-3

Course 2-3

Course 4

Capitalization Theory  
and Techniques, Parts  
1-2-3  
Standards of  
Professional Practice  
Litigation Valuation

Exams successfully challenged

Course 1A-1

Course 1A-2

Course 2-1

Course 2-2

Real Estate Appraisal  
Principles  
Basic Valuation  
Procedures  
Case Studies in Real  
Estate Valuation  
Valuation Analysis and  
Report Writing

As of the date of this report, I, Joseph G. Fremeau, have completed the requirements under the continuing education program of the Appraisal Institute.

Professional Experience

1986 - Present

1981 - 1986

1979 - 1981

Fremeau Appraisal, Inc.  
Manchester, NH  
Crafts Appraisal  
Assoc., Bedford, NH  
R.E. Broker -  
Joseph O. Fremeau Agency  
Manchester, NH

### Affiliations

President, 1st Vice President, 2nd Vice President, Secretary	1984-89 - New Hampshire Chapter - Society of Real Estate Appraisers
Chairman	1989-90 - Professional Standards Committee - New Hampshire Chapter - Society of Real Estate Appraisers
Grader	1989-90 - Demonstration Reports for the Society of Real Estate Appraisers
Chairman	1997 - Membership Committee - New Hampshire Commercial Investment Board of Realtors
Director	1998-99 - NH Commercial Investment Board of Realtors
	2006 - Present - St. Mary's Bank
Chairman	Credit Committee, St. Mary's Bank (2008 - 2010)
Chairman	Board of Directors, St. Mary's Bank (2010 - 2013)
Member	National Association of Realtors
	New Hampshire Association of Realtors
	New Hampshire Commercial Investment Board of Realtors
	Young Advisory Council Society of Real Estate Appraisers - 1983-84
	1991 - Legislative Committee NH Chapter - Appraisal Institute
	Revolving Loan Committee, City of Manchester (2000 - 2009)
Associate Member	New Hampshire Association of Assessing Officials



New  
Hampshire  
Real Estate  
Appraiser Board

No.

NHCG-89

THIS HEREBY ACKNOWLEDGES

*JOSEPH G. FREMEAUX*

Is duly recognized as a

*CERTIFIED GENERAL APPRAISER*

In accordance with all of the provisions of Chapter 310B of the Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license/certificate applies only to the person named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

This license expires

12/31/13

Real Estate Appraiser Chairman



*Joseph G. Fremaux*

REAL ESTATE APPRAISAL QUALIFICATIONS  
OF  
MARSHA M. CAMPANIELLO

License

State of New Hampshire

Certified General Appraiser  
(#NHCG-675)

Education:

Real Estate Appraisal courses completed and exams passed:

Basics of Real Estate Appraisal (AC 110)	-	2002
Appraisal Procedures (AC 120)	-	2002
Uniform Standards of Professional Appraisal Practice	-	2002 - 2012
Appraising Income Properties	-	2003
Advanced Income Property Appraising	-	2004
Advanced Issues in Appraising	-	2005
GIS Applications for Real Estate Appraisers	-	2007
Analyzing Operating Expenses	-	2007
Federal Land Acquisition Appraising	-	2007
Subdivision Valuation	-	2008

University of New Hampshire  
Durham, New Hampshire

Field of Study: Social Psychology

Keene State College  
Keene, New Hampshire

Field of Study: Microeconomics

Professional Experience:

2002 – Present

FREMEAU APPRAISAL, INC.  
Manchester, New Hampshire

1994 – 2002

EASTPOINT TECHNOLOGIES, LLC  
Bedford, New Hampshire

FREMEAU APPRAISAL, INC.

Professional Experience (Cont'd):

1991 – 1994

CHITTENDEN BANK  
Putney, Vermont

1990 – 1991

COMPUTER & NETWORK SERVICES and  
DESKTOP EXPRESSIONS  
Peterborough, New Hampshire

1990

JOHN BROWN LIMITED, INC.  
Peterborough, New Hampshire

1983 – 1990

GRANITE BANK  
Peterborough, New Hampshire

1975 – 1977

KIEL AND FREEMAN, ATTORNEYS AT LAW  
Springfield, Vermont

Affiliations

Member

Investment Real Estate Roundtable  
2006 - Present

Qualified Expert Witness

- Middlesex (Mass.) Superior Court
- Epping Zoning Board of Adjustment
- East Kingston Zoning Board of Adjustment
- NH Board of Tax and Land Appeals



New  
Hampshire  
Real Estate  
Appraiser Board

No.

NHCG-675

THIS HEREBY ACKNOWLEDGES

*Marsha M. Campaniello*

Is duly recognized as a

**CERTIFIED GENERAL APPRAISER**

In accordance with all of the provisions of Chapter 310B of the Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license/certificate applies only to the person named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

This license expires

12/31/13

Real Estate Appraiser Chairman

*A. [Signature]*



Stephen R. Mirick



## QUALIFICATIONS OF STEPHEN R. MIRICK

### PROFESSIONAL EXPERIENCE

Jul. 2011 – Present	<b>Independent Commercial Real Estate Appraiser</b> , affiliated with Fremeau Appraisal, Inc., Manchester, NH.
Sep. 2010 – Mar. 2011	<b>Independent Commercial Real Estate Appraiser</b> , affiliated with Paul C. Mattor of the Mattor Company, Inc., Hollis, ME.
Feb. 1999 – Jan. 2010	<b>Independent Research Assistant and Commercial Real Estate Appraiser</b> , affiliated with Marc R. Gowdy of Gowdy & Farrell, Inc., Dover, NH & Gowdy & Associates, Inc., Berwick, ME. Appraisal experience includes land, conservation easements, and commercial and industrial property.
July 1994 – July 1998	<b>Process Engineer</b> for Simplex Wire & Cable in Newington, NH. Responsible for process trouble-shooting on extrusion cable lines.
April 1984 – July 1994	<b>Process Engineer</b> for Textron Automotive / Davidson Interior Trim, Dover, NH. Responsible for process trouble-shooting on a variety of plastics processing lines.

### PROFESSIONAL LICENSES AND AFFILIATIONS

- Certified General Appraiser in the State of New Hampshire  
License # NHCG-737
- Certified General Appraiser in the State of Maine  
License # CG-2808 (inactive)

### EDUCATION

University of New Hampshire, Durham, NH  
Bachelor of Science, Chemical Engineering, December 1982

FREMEAU APPRAISAL, INC.

## APPRAISAL EXPERIENCE

Numerous appraisal assignments on a variety of property types throughout Maine and New Hampshire, including:

- Land/Developments
  - Subdivisions
  - Residential & Commercial Condominium Projects
- Land/Conservation
  - Conservation Easements
  - "Yellow Book" Appraisals for Federal Land Acquisitions
- Industrial Properties
  - Manufacturing
  - Warehouse/Distribution
- Office Buildings
  - Medical
  - Professional
- Special Purpose Properties
  - Self-Storage Facilities
  - Gravel Pits
  - Campground/recreation area
- Mixed-Use Properties
  - Commercial/Industrial/Office/Residential
- Automotive
  - Service Stations & Garages
- Residential
  - Family Estates

Examples of land appraisals include a 425 acre parcel in Wells, Maine to be purchased by a conservation organization and an 80 acre farm in Kennebunk, Maine, which was appraised using a "before and after" approach for the purposes of a conservation easement. Other notable land appraisals include a 39-lot subdivision in Somersworth, NH, a 40-lot subdivision in Lee, NH, a family estate comprised of 513 acres in 16 parcels in Kingston and Danville, NH, and a family estate comprised of 1,047 acres located on 19 improved and vacant parcels in Tamworth, NH.

Examples of commercial and industrial properties include the appraisal of a 42,000 SF self-storage facility in Derry, New Hampshire, a 13,400 SF night club, restaurant, and retail building in Portsmouth, New Hampshire, a 137 acre industrial recycling operation in Eliot, Maine, and a 37,000 SF mixed use retail/office/lumber storage building along the North-South Road in North Conway, New Hampshire.

## **SEMINARS AND COURSES ATTENDED**

The following appraisal courses have been taken:

- “Valuation of Conservation Easements”, New Castle, NH
- “Principles of Basic Construction”, Londonderry, NH
- “Residential Site Evaluation and the Cost Approach”, Chelmsford, MA
- “Residential Market Analysis and Highest and Best Use”, Chelmsford, MA
- “Appraising 1-4 Family Properties”, Chelmsford, MA
- “Advanced Income Property Appraising”, Chelmsford, MA
- “Standards of Professional Appraisal Practice”, Chelmsford, MA
- “Appraising Income Properties”, Chelmsford, MA
- “Standards of Professional Appraisal Practice”, Chelmsford, MA
- “Basics of Real Estate Appraisals”, Chelmsford, MA



New  
Hampshire  
Real Estate  
Appraiser Board

No.

NHCG-737

THIS HEREBY ACKNOWLEDGES

*Stephen R. Mirick*

Is duly recognized as a

**CERTIFIED GENERAL APPRAISER**

In accordance with all of the provisions of Chapter 310B of  
the Revised Statutes Annotated and amendments  
thereto, and the rules and regulations of this Commission.

This license/certificate applies only to the person  
named herein and shall remain in effect unless sooner  
revoked or suspended in accordance with the law.

This license expires

12/31/13

Real Estate Appraiser Chairman

*R. [Signature]*

## Qualifications

Joseph E. Fahey III



### A. Experience

1. December 1994 to Present  
Fahey Appraisals, Manchester, New Hampshire  
Commercial and industrial real estate appraising
2. April 1986 to December 1994  
Bredice Appraisal Associates, Manchester, New Hampshire  
Commercial and industrial real estate appraising
3. February 1986 to April 1986  
R.E.I. Associates, Inc., Manchester, New Hampshire  
Commercial and industrial real estate appraising
4. March 1981 to February 1986  
Joseph E. Fahey, III Real Estate Company, Manchester, NH  
Broker in commercial and industrial real estate
5. August 1980 to March 1981  
Baldwin Investments, Inc., Derry, New Hampshire  
Broker in commercial and industrial real estate
6. January 1980 to August 1980  
Duffley Gallery of Homes, Manchester, New Hampshire  
Salesman in residential and industrial real estate

### B. Education and Training

St. Anselm's College - Bachelor of Science, Business Administration/Economics  
Participated in the following real estate related courses:  
St. Anselm's College - Course - Business Law, 1970  
Society of Real Estate Appraisers - Course 101 - An Introduction to Appraising  
Appraising Real Property  
American Institute of Real Estate Appraisers - Courses 1B-A and 1B-B - Capitalization  
Theory and Techniques-Parts A & B; Case Studies in Real Estate Valuation;  
Report Writing and Valuation Analysis; Standards of Professional Practice  
Marshall Valuation Service Commercial Cost Approach, Basic & Advanced Seminars

### C. Licenses

State of New Hampshire - Certified General Real Estate Appraiser #NHCG-103 - Expires  
December 31, 2012

JOINT BOARD OF LICENSURE AND CERTIFICATION  
STATE OF NEW HAMPSHIRE

57 Regional Drive

Concord, N.H. 03301-8518

Telephone 603-271-2219 • Fax 603-271-6990

Professional Engineers

Architects

Land Surveyors

Professional Geologists

Planners

Real Estate Appraisers

Manufactured Home Installers

Louise Lavertu • Executive Director



Natural Scientists

Landscape Architects

Court Reporters

Police Inspectors

Accountancy

Manufactured Housing Units

Wednesday, January 02, 2013

JOSEPH

E

FAHEY

III



**CERTIFICATE**

This is to certify that the above named individual is an authorized Certified General Real Estate Appraiser in the State of New Hampshire under the provisions of RSA 310-B:2, VIII.

This certificate is issued by the Real Estate Appraiser Board on the basis of information in the application filed with the Board.

**NH Real Estate Appraiser Board**

Certificate No: NHCG-103

Expiration Date: 08/31/14



REAL ESTATE APPRAISAL QUALIFICATIONS  
OF

**B. ALEC JONES**

Real Estate Licenses

- State of New Hampshire - Certified General Appraiser  
(#NHCG-665)
- State of New Hampshire - Licensed Real Estate Broker - Inactive  
(#042239)

Education

Principia College  
Elmhurst, Illinois - Bachelor of Arts

Real Estate courses completed and exams passed

Principles of Real Estate	-	1969
Graduate Realtors Institute (GRI)	-	1973
Introduction to Appraising Real Property (Society of Real Estate Appraisers – Course 101)	-	1975
Fundamentals of Real Estate Investment & Taxation (CCIM Course 101)	-	1979
Fundamentals of Creating a Real Estate Investment (CCIM Course 102)	-	1979
Society of Industrial & Office Realtors Courses I & II	-	1988
Income Capitalization Theory – Part A & Part B	-	1991
Uniform Standards of Professional Appraisal Practice	-	2011 (latest)
Advanced Income Property Appraising	-	2003
Principles of Construction	-	2004
Uniform Appraisal Standards For Federal Land Acquisitions	-	2006
Role of NH BTLA in Appraising Real Estate	-	2008
Ad Valorem Tax Consultation	-	2009
Appraising In A Changing Market	-	2009
Comprehensive Shoreline Protection	-	2009

FREMEAU APPRAISAL, INC.

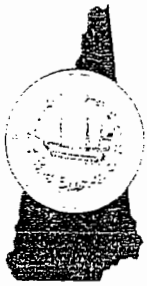
## Professional Experience

1991 - Present	Freneau Appraisal, Inc. Manchester, NH Fee Appraiser – Certified General Appraiser in 2005
1987 - 1990	Turley Martin Company, Colliers International, St. Louis, Missouri Industrial Sales/Leasing/Appraising
1972 - 1987	Newhall & Ogilvy Realtors Greenwich, Connecticut Vice President/General Sales Manager Residential/Commercial Sales/Leasing/Appraising

## Qualified Expert Witness (Testimony Provided Within Last Few Years As Noted)

- New Hampshire Superior Court
  - Strafford County – Velcro USA v. City of Somersworth - December 2006
- New Hampshire Board of Tax & Land Appeals (BTLA)
  - ADP, Inc. v. State of New Hampshire – July 2011
  - KSH Realty, LLC v. Town of Milford – June 2009
  - Carolyn Bedford v. Town of Barrington – December 2008
- Deposition
  - Shanner Homes, Inc. v. Mailloux, Akwa Vista, LLC, AKWA Clubhouse, LLC, and Oak Mountain Cove, LLC – November 2008
- Federal Bankruptcy Court





New  
Hampshire  
Real Estate  
Appraiser Board

No.

NHCG-665

THIS HEREBY ACKNOWLEDGES

*BOYD A. JONES*

Is duly recognized as a

*CERTIFIED GENERAL APPRAISER*

In accordance with all of the provisions of Chapter 310B of  
the Revised Statutes Annotated and amendments  
thereto, and the rules and regulations of this Commission.

This license/certificate applies only to the person  
named herein and shall remain in effect unless sooner  
revoked or suspended in accordance with the law.

This license expires

*12/31/13*

Real Estate Appraiser Chairman



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2013

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Sylvia Allard, Account Manager PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL: sallard@crossagency.com ADDRESS:
INSURED FREMEAU APPRAISAL INC 11 STARK ST  MANCHESTER NH 03101	INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Indemnity Ins Co NAIC # 18333 INSURER B: Peerless Insurance Company 24198 INSURER C: Excelsior 11045 INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL1341083166

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		BOP8466121	6/3/2013	6/3/2014	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CU8468427	6/3/2013	6/3/2014	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			STATE: New Hampshire			WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		Excl: Joe Freneau			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WC8466422	6/3/2013	6/3/2014	E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

State of New Hampshire is named additoinal insured w/respects to General Liability.  
Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

## CANCELLATION

State of N.H. D.O.T.  
PO Box 483  
Concord, NH 03302-0483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

K Gutekunst, CIC/KG3

*Kimberly A. Gutekunst*

# Real Estate Appraisers Professional Liability



**Liberty**  
International  
Underwriters.  
Member of Liberty Mutual Group

Date Issued	Policy Number	Previous Policy Number
06/14/2013	LIU011451-007	LIU011451-006

## LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")  
55 Water Street, 18th Floor  
New York, NY 10041

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Item	DECLARATIONS	
1. Customer ID: 103522 Named Insured: FREMEAU APPRAISAL, INC. 11 Stark Street Manchester, NH 03101		
2. Policy Period: From: 08/05/2013 To: 08/05/2014 12:01 A.M. Standard Time at the address stated in Item 1.		
3. Deductible: \$1,000		
4. Retroactive Date:		
5. Inception Date:		
6. Limits of Liability: A. \$1,000,000 B. \$2,000,000	Each Claim Aggregate	The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.
7. Mail all notices, including notice of claim, to Agent:	LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652	
8. Annual Premium:	\$3,486.00	
9. Number of Appraisers:	4	
10. Forms attached at issue:	LIA002 (10/11) LIA NH (10/11) LIA009 (08/11) LIA012 (08/11) LIA013 (08/11) LIA018 (03/10) LIA021 (03/10) LIA025 (03/10) OFAC (08/09)	

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By

Authorized Signature

LJA001 (04/10)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

22/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT REPRESENT THE OPINION OF ANY AGENCY, BUREAU OR FIELD OFFICE OR ANY POLICE AGENCIES OR THE POLICIES BELOW. THIS CERTIFICATE IS NOT TO BE USED IN ANY MANNER THAT COULD BE CONSTRUED AS A COMMITMENT BY THE FBI OR ANY AGENCY, BUREAU OR FIELD OFFICE. NO REPRESENTATIVE SHALL BE HELD ACCOUNTABLE FOR ANY ACTIONS OF THIS CERTIFICATE HOLDER.

**IMPORTANT:** This is a non-transferable document. All information is provided as is, subject to the terms and conditions of the policy. Certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder (or their beneficiaries).

PRODUCER		NAME: FIVE STAR INSURANCE COMPANY	
FIAL/Cross Insurance		ADDRESS: 1100 Elm Street	
1100 Elm Street		MANCHESTER, NH 03101	
Manchester	NH 03101	PHONE: 603-433-4331	
INSURED		EMAIL: FIVE STAR INSURANCE.COM	
FREMAU APPRAISAL INC			
11 STARK ST			
MANCHESTER	NH 03101		

THIS IS TO CERTIFY THAT THE ABOVE NAMED PERIOD INDICATED HEREON IS THE PERIOD OF TIME TO WHICH THIS CERTIFICATE RELATES. THE TERMS, CONDITIONS AND

INSTRUMENT		EXPIRATION DATE		EXPIRATION DATE		EXPIRATION DATE	
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COVERAGE						
	<input type="checkbox"/> COVERAGE						
	<input type="checkbox"/> COVERAGE						
	<input type="checkbox"/> COVERAGE						
B	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COVERAGE						
	<input type="checkbox"/> COVERAGE						
	<input type="checkbox"/> COVERAGE						
	<input type="checkbox"/> COVERAGE						
C	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COVERAGE						
	<input type="checkbox"/> COVERAGE						
	<input type="checkbox"/> COVERAGE						
	<input type="checkbox"/> COVERAGE						

DESIGN: \_\_\_\_\_  
 STEEL: \_\_\_\_\_  
 RATES TO: \_\_\_\_\_

CERTIFICATE NO.	
State of N.H. D.O.T. PO Box 400 Concord, NH 03301-0400	GND... BEFORE THE ... IN ACCEPTED...  AUTHORIZED REPRESENTATIVE  Date: 11/19/82

Subject:

SPECIAL APPRAISAL STATEWIDE

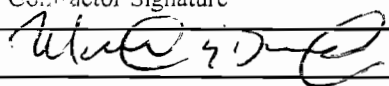

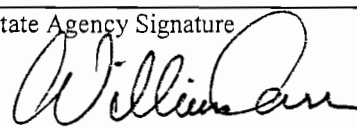
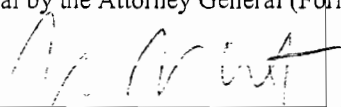
FORM NUMBER P-37 (version 1/09)

## 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 MARTIN S. DOCTOR DBA FULCRUM APPRAISAL SVC		1.4 Contractor Address 49 INDIAN ROCK ROAD, NASHUA NH 03063	
1.5 Contractor Phone Number (603) 881-4895	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER G&C APPROVAL	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency CHRISTOPHER D. CLEMENT, SR		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MARTIN S. DOCTOR / Proprietor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On, <u>October 8, 2013</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] 		KIM LAURENDI, Notary Public My Commission Expires December 14, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Kim Laurendi			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Director of Project Development NH DOT	
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:  12/4/13			
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.

## 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.

5 10/12/15

## 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.

→ 6 W2 10/12/13

**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 &amp; After Fee</u>
-------------------	----------------------	--	-------------------------	-------------------------------

N/A

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

Martin S. Doctor

\$1,600 Per-diem rate

- 7 MAY 10/12/13

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.

8 WJ-10/18/13

**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.

*WLS*  
10/12/07

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

Christopher D. Clement, Sr.  
Commissioner

2018  
10/12/13

**Fulcrum Appraisal Service**

Real Estate Appraisers & Consultants  
*"Exceeding Our Clients' Expectations"*

AUG 12 2013

RECEIVED

August 9, 2013

Mr. Stephen A. Bernard  
Chief Appraiser, Bureau of Right-of-Way  
N.H. Department of Transportation  
P.O. Box 483  
Hazen Drive, Concord, N.H. 03302-0483

**MULTI VENDOR APPRAISAL PROPOSAL - STATEWIDE ACQUISITION PROGRAM**

Dear Mr. Bernard:

Thank you for considering the continued participation of Fulcrum Appraisal Service in the Statewide Acquisition Program. In response to your letter of August 1, 2013 I have enclosed for your consideration, the required documentation along with the following information:

I, Martin S. Doctor, will be the only appraiser who will perform and sign work under this program. I am currently on the state's roster of approved appraisers. My per diem rate is \$1,600 which is to remain in effect for the length of the contract (5 years). I have enclosed a copy of the certificate of good standing from the Secretary of State's office as well as the required certificates for proof of Commercial Liability, E&O and Automobile Insurance coverages which meet or exceed the minimums required.

It is my understanding that being a self-employed fee appraiser that Worker's Compensation Insurance is not available for me and therefore I have not included a certificate for it.

"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 three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years"

Thank you once again for this opportunity and I look forward to continue working with you in the future.

Respectfully Yours,



Martin S. Doctor  
New Hampshire Certified General Appraiser #488

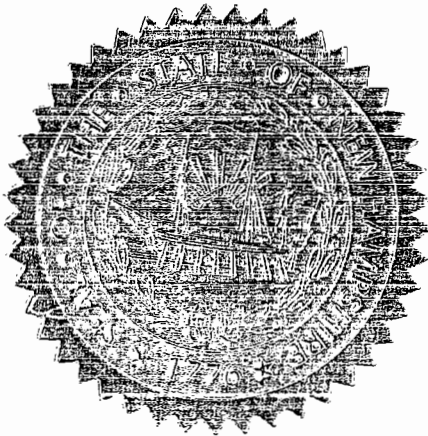
*MD*  
10/18/13

# 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 FULCRUM APPRAISAL SERVICE is a New Hampshire trade name registered on November 25, 1996 and that Martin S Doctor presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7<sup>th</sup> day of August, A.D. 2013

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

William M. Gardner  
Secretary of State

WLG  
10/18/13



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

One State Farm Dr.  
Concordville PA 19338-0001

A12

0095 2125

F-28-2061-F876 F U

Named Insured

DOCTOR, MARTIN  
D&A EULORUM APPRAISAL SERVICE  
49 INDIAN ROCK RD  
NASHUA NH 03063-1322

RENEWAL DECLARATIONS

Policy Number 94-BT-2931-4

Policy Period 12 Months Effective Date APR 3 2013 Expiration Date APR 3 2014

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address

SANDY DODD CLU, CHFC  
6 DANIEL WEBSTER HWY  
NASHUA NH 03060-5097

PHONE: (603) 888-0643

Office Policy

**Automatic Renewal** - If the policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity Individual

**NOTICE** Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM  
Minimum Premium

\$ 275.00

Discounts Applied  
Renewal Year  
Years in Business  
Claim Record

Prepared  
JAN 28 2013  
CMP-4000

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Continued on Reverse Side of Page

Page 1 of 7

# RENEWAL DECLARATIONS (CONTINUED)

Office Policy for DOCTOR, MARTIN  
Policy Number 94-BT-2931-4

## SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	49 INDIAN ROCK RD NASHUA NH 03063-1322	No Coverage	\$ 15,000	25%

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage

## SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A  
Cov B - Consumer Price Index: 231.4

## SECTION I - DEDUCTIBLES

Basic Deductible \$500

### Special Deductibles:

Money and Securities	\$250	Employee Dishonesty	\$250
Equipment Breakdown	\$500		

Other deductibles may apply - refer to policy

*WZ*  
*10/18/13*

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CMP-4000

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Continued on Next Page

Page 2 of 7

# RENEWAL DECLARATIONS (CONTINUED)

Office Policy for DOCTOR, MARTIN  
Policy Number 94-BT-2931-4



## SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$50,000
Off Premises	\$15,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$15,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$5,000
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$5,000
Money And Securities (On Premises)	\$10,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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*WEX*  
*10/12/13*

# RENEWAL DECLARATIONS (CONTINUED)

Office Policy for DOCTOR, MARTIN  
Policy Number 94-BT-2931-4

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Unauthorized Business Card Use	\$5,000
Valuable Papers And Records	
On Premises	\$50,000
Off Premises	\$15,000
Water Damage, Other Liquids, Powder Or Mollen Material Damage	Included

## SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000
Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

*W.S. 10/16/17*

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CMP-4000

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Continued on Next Page

Page 4 of 7

## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for DOCTOR, MARTIN  
Policy Number 94-BT-2931-4

## SECTION II - LIABILITY

LIMIT OF  
INSURANCE

## COVERAGE

Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000

LIMIT OF  
INSURANCE

## AGGREGATE LIMITS

Products/Completed Operations Aggregate	Excluded
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

## FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6999 1	Terrorism Insurance Cov Notice
CMP-4229	Amendatory Endorsement
CMP-4721	Ex Personal Advertising Injury
CMP-4845	Excl Product Comp Operatn Liab
CMP-4713	Excl Testing Consulting E&O
CMP-4786	Add Insd Owners Lessee Sched
CMP-4819 1	Unauthorized Business Card Use
CMP-4706	Back-Up of Sewer or Drain
CMP-4704	Dependent Prop Loss of Income
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4703	Utility Interruption Loss Incm

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Page 5 of 7

RENEWAL DECLARATIONS (CONTINUED)

Office Policy for DOCTOR, MARTIN  
Policy Number 94-BT-2931-4

CMP-4705 Loss of Income & Extra Expense  
FD-6007 Inland Marine Attach Dec  
\* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II  
Endorsement #: CMP4786  
Loan Number: N/A

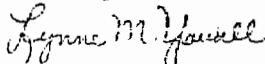
STATE OF NH DOT  
HARRY HADAWAY CHIEF ROW  
APPRAISER  
1 HAZEN DR  
CONCORD NH 033016502

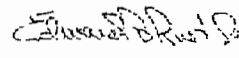
This policy is issued by the State Farm Fire and Casualty Company.

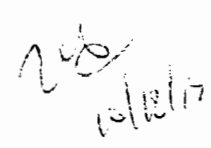
Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
Secretary

  
President



Prepared  
JAN 28 2013  
CMP-4000

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# Real Estate Appraisers Professional Liability



**Liberty**  
International  
Underwriters.  
Member of Liberty Mutual Group

Date Issued	Policy Number	Previous Policy Number
04/26/2013	LIU002898-012	LIU002898-011

## LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")  
55 Water Street, 18th Floor  
New York, NY 10041

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

### Item DECLARATIONS

1. Customer ID: 141332 Named Insured: FULCRUM APPRAISAL SERVICE Martin S. Doctor 49 Indian Rock Road Nashua, NH 03063		
2. Policy Period: From: 05/01/2013 To: 05/01/2014 12:01 A.M. Standard Time at the address stated in Item 1.		
3. Deductible: \$1,000	Each Claim	
4. Retroactive Date:	05/01/1997	
5. Inception Date:	05/01/2002	
6. Limits of Liability: A. \$1,000,000 B. \$1,000,000	Each Claim Aggregate	The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.
7. Mail All Notices to Agent:		LLA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652
8. Annual Premium:	\$921.00	
9. Number of Appraisers:	1	
10. Forms attached at issue:	LIA002 (10/11) LIA NH (10/11) LIA009 (08/11) LIA012 (08/11) LIA013 (08/11) OFAC (08/09)	

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By

*[Signature]*

Authorized Signature



## State Farm Mutual Automobile Insurance Company

PO Box 8000  
Ballston Spa NY 12020

NAMED INSURED 00107

29-2061-2N23 A

000021 0058  
DOCTOR, CAROLYN S & MARTIN  
49 INDIAN ROCK RD  
NASHUA NH 03063-1322



74817-2-3 MATCH 00107 MUTL VOL

## DECLARATIONS PAGE

POLICY NUMBER 026 9193-D30-29U

POLICY PERIOD OCT 30 2013 to APR 30 2014  
12:01 A.M. Standard Time

AGENT

SANDY DODD  
6 DW HWY  
NASHUA, NH 03060-5097

PHONE: (603)888-0643

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

## YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER	PLATE
2012	LINCOLN	MKZ	4DR	3LNHL2GL2CR806184	6030M0H000

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage	\$191.38
	Bodily Injury Limits	
	Each Person Each Accident	
	\$500,000 \$1,000,000	
	Property Damage Limit	
	Each Accident	
	\$500,000	
C	Medical Payments Coverage	\$18.97
	Each Person Per Accident	
	\$10,000	
D	Comprehensive Coverage	\$167.39
G	Collision Coverage - \$100 Deductible	\$167.39
U	Uninsured Motor Vehicle Coverage	\$5.00
	Bodily Injury Limits	
	Each Person Each Accident	
	\$500,000 \$1,000,000	
Total premium for OCT 30 2013 to APR 30 2014		\$485.90 This is not a bill

## IMPORTANT MESSAGES

Replaced policy number 0269193-29T.

Safe Driver Discount: 4 or more years. See enclosed notice for more information about this discount.

## EXCEPTIONS, POLICY BOOKLET &amp; ENDORSEMENTS (See policy booklet &amp; individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET -  
FORM 9829A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU  
WITH ANY SUBSEQUENT RENEWAL NOTICE.  
6097DL LEASED MOTOR VEHICLES (LESSOR AS ADDITIONAL INSURED AND LOSS  
PAYEE) - CAB EAST LLC, PO BOX 390858, MINNEAPOLIS MN 55439-0858.  
6091Z CERTIFICATE OF GUARANTEED RENEWAL.



Subject:

SPECIAL APPRAISAL STATEWIDE

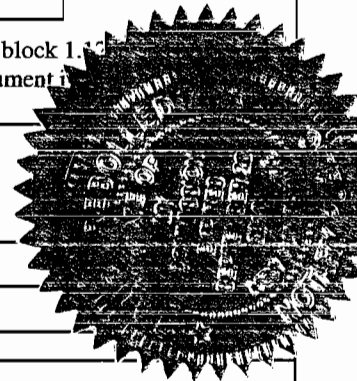
FORM NUMBER P-37 (version 1/09)

**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 JEFFREY LEIDINGER DBA LEIDINGER APPRAISALS		1.4 Contractor Address 354 HACKELBORO RD., CANTERBURY NH 03224	
1.5 Contractor Phone Number (603) 783-3313	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER G&C APPROVAL	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency CHRISTOPHER D. CLEMENT, SR		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey Leiding / owner	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On, <u>11/8/2013</u> before the undersigned officer, personally appeared the person identified in block 1.11, proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document as 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 Laura Robbello, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory 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: 12/3/13			
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.

## **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.

## 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 &amp; After Fee</u>
-------------------	----------------------	--	-------------------------	-------------------------------

N/A

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

Jeffrey W. Leidinger

\$1,200 per-diem rate

## 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.



**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

Christopher D. Clement, Sr.  
Commissioner

# Leidinger Appraisals

Real Estate Appraising and Consulting Services

August 29, 2013

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

AUG 30 2013

RECEIVED

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

**Re: Multi Vendor Appraisal Proposal  
Statewide Acquisition Program January 2014 to January 2019**

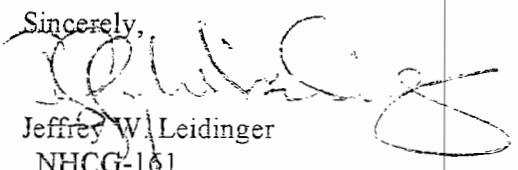
Dear Mr. Bernard:

The purpose of this letter is to formally respond to your letter dated August 1, 2013, requesting participation in the above referenced program, and submitting the requested information. The following statements and attachments are offered in response to your information requirements.

1. Jeffrey W. Leidinger will perform and sign all appraisal work.
2. Per diem rate for Jeffrey W. Leidinger is \$1,200.
3. I have included a Certificate of Good Standing from the Secretary of State. I am a sole proprietor and do not require a Certificate of Vote which is applicable to corporations.
4. "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 three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgement rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three(3) years." My signature below serves as my attestation to this statement.
5. Certificates of Insurance. Attached are copies of my "general liability", "errors and omissions", and "comprehensive automobile liability insurance" coverage certificates. I do not carry "workers' compensation" as I operate as a sole proprietorship and do not have any employees.

I trust that the statements and attachments address the information requested in your letter. Should you need additional information, please give me a call. Thank you for extending the opportunity to continue participation on the statewide contract.

Sincerely,

  
Jeffrey W. Leidinger  
NHCG-161

attachments

# 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 LEIDINGER APPRAISALS is a New Hampshire trade name registered on February 7, 1995 and that Jeffrey W. Leidinger presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29<sup>th</sup> day of August, A.D. 2013

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

William M. Gardner  
Secretary of State

# Real Estate Appraisers Professional Liability



**Liberty**  
International  
Underwriters.  
Member of Liberty Mutual Group

Date Issued	Policy Number	Previous Policy Number
03/05/2013	LIU002584-012	LIU002584-011

## LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")  
55 Water Street, 18th Floor  
New York, NY 10041

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Item	DECLARATIONS	
1. Customer ID: 141570 Named Insured: LEIDINGER APPRAISALS Jeffrey W. Leidinger 354 Hackleboro Road Canterbury, NH 03224		
2. Policy Period: From: 03/12/2013 12:01 A.M. Standard Time at the address stated in Item 1.	To: 03/12/2014	
3. Deductible: \$1,000	Each Claim	
4. Retroactive Date:	03/12/1995	
5. Inception Date:	03/12/2002	
6. Limits of Liability: A. \$1,000,000 B. \$2,000,000	Each Claim Aggregate	The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.
7. Mail All Notices to Agent:	LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (805) 963-6624; Fax: (805) 962-0652	
8. Annual Premium:	\$1,032.00	
9. Number of Appraisers:	1	
10. Forms attached at issue:	LIA002 (10/11) LIA NH (10/11) LIA009 (08/11) LIA012 (08/11) LIA013 (08/11) OFAC (08/09)	

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By

Authorized Signature

LIA001 (04/10)

STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

One State Farm Dr.  
Concordville, PA 19339-0001

AT2 3500 3125 F-28-2061-FBC4 F U

**Named Insured**

LEIDINGER, JEFFREY  
DBA LEIDINGER APPRAISALS  
354 HACKLEBORO RD  
CANTERBURY NH 03224-2525

**RENEWAL DECLARATIONS**

**Policy Number** 94-BE-5407-1

**Policy Period** 12 Months **Effective Date** JUL 2 2013 **Expiration Date** JUL 2 2014

The policy period begins and ends at 12:01 am standard time at the premises location.

**Agent and Mailing Address**

SANDY DODD CLU, CHFC  
6 DANIEL WEBSTER HWY  
NASHUA NH 03060-5097

PHONE: (603) 888-0643

**Office Policy**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Individual

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 275.00  
Minimum Premium

Discounts Applied:  
Renewal Year  
Years in Business  
Claim Record

repared  
APR 29 2013  
CMP-4000

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## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for LEIDINGER, JEFFREY  
Policy Number 94-BE-5407-1

**SECTION II - LIABILITY**

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

CMP-4100	Businessowners Coverage Form
FE-6999.1	*Terrorism Insurance Cov Notice
CMP-4229	Amendatory Endorsement
CMP-4786	Addl Insd Owners Lessee Sched
CMP-4819.1	Unauthorized Business Card Use
CMP-4706	Back-Up of Sewer or Drain
CMP-4704	Dependent Prop Loss of Income
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4703	Utility Interruption Loss Incm
CMP-4705	Loss of Income & Extra Expnse
FD-6007	Inland Marine Attach Dec
	* New Form Attached

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## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for LEIDINGER, JEFFREY  
 Policy Number 94-BE-5407-1

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**SCHEDULE OF ADDITIONAL INTERESTS**


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**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4786  
**Loan Number:** N/A

STATE OF NH  
 DEPT OF TRANSPORTATION  
 PO BOX 483  
 CONCORD NH 033020483

**Interest Type:** Addl Insured-Section II  
**Endorsement #:** CMP4786  
**Loan Number:** N/A

CITY OF CONCORD NEW HAMPSHIRE  
 41 GREEN ST  
 CONCORD NH 033014255

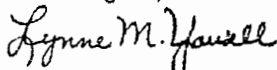
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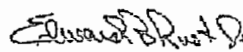
This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
 Secretary

  
 President

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 APR 29 2013  
 CMP-4000

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**Lincoln, Rhode Island**

A

Page 1 of 4

PERSONAL AUTO POLICY NO. 940128-21NA

POLICY PERIOD: 12:01 A.M., STANDARD TIME

From: JANUARY 1, 2013  
To: JANUARY 1, 2014

Auto No.	DESCRIPTION OF AUTO(S) OR TRAILER(S)	LOSS PAYEE
1	1997 FORD F150 4X2 SUPER CAB PICKUP VIN 2FTDX1720VCA01899 USE: AVG DAILY MILES LESS THAN 30	
2	2001 SAAB 9-5 SE WAGON VIN YS3EF58Z313022071 USE: AVG DAILY MILES LESS THAN 30	
3	1993 FORD ESCORT LX WAGON VIN 1FAPP15J8PW282161 USE: AVERAGE DAILY MILEAGE 05 MILES	
4	2004 LAND ROVER DISCOVERY SE AWD UTILITY VIN SALTY194X4A835694 USE: AVERAGE DAILY MILEAGE 05 MILES	

The Auto(s) or Trailer(s) described in this policy is principally garaged at the above address unless otherwise stated on the coverage pages.

SAFE DRIVER RATES APPLY.

**RATES ARE BASED ON THE FOLLOWING HOUSEHOLD DRIVERS**

[illegible]

# Amica Mutual Insurance Company

Lincoln, Rhode Island

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## CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. 940128-21NA

### NAMED INSURED

JEFFREY W. LEIDINGER AND  
CLAUDIA L. LEIDINGER

COVERAGE IS PROVIDED WHERE A PREMIUM AND A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE			
COVERAGES	LIMIT OF LIABILITY		PREMIUMS
A. LIABILITY	\$ 300,000	each person	AUTO 4 2004 LAND \$ 116.00
Bodily Injury	\$ 300,000	each accident	
Property Damage	\$ 100,000	each accident	\$ 79.00
B. MEDICAL PAYMENTS	\$ 10,000	each person	\$ 20.00
C. UNINSURED MOTORISTS	\$ 300,000	each person	\$ 63.00
Bodily Injury	\$ 300,000	each accident	
D. DAMAGE TO YOUR AUTO (ACV means Actual Cash Value)			
1. Collision Loss	AUTO 4		
ACV minus deductible of	\$1000		\$ 152.00
2. Other Than Collision Loss	AUTO 4		
ACV minus deductible of	\$ 200		\$ 78.00
TOWING AND LABOR COSTS	\$ 100	each disablement	\$ 10.00
OPTIONAL TRANSPORTATION EXPENSES			
AUTO 4			used for business
GARAGING LOCATION			
4-IN GARAGE			

TOTAL PREMIUM FOR EACH AUTO

\$ 518.00

TOTAL PREMIUM \$ 1,697.00

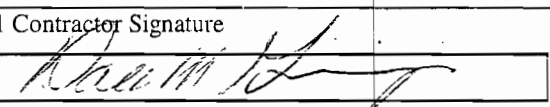
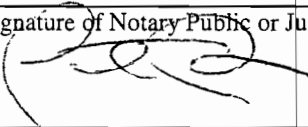
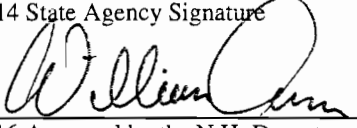
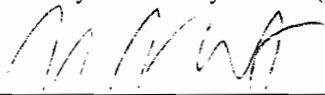
Subject: SPECIAL APPRAISAL STATEWIDE

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 SHURTLEFF APPRAISAL ASSOCIATES, INC		1.4 Contractor Address PO BOX 665, 102 MAIN ST, HAMPSTEAD NH 03841	
1.5 Contractor Phone Number (603) 329-4808	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER G&C APPROVAL	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency CHRISTOPHER D. CLEMENT, SR		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dale M. Gerry, President	
1.13 Acknowledgement: State of NH, County of Rockingham On, 11/12/13 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] PATRICIA P. CURRAN, Notary Public My Commission Expires September 14, 2016			
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 C. Curran, PE 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:  12/6/13			
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.

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.

## 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 &amp; After Fee</u>
-------------------	----------------------	--	-------------------------	-------------------------------

N/A

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

Dale M. Gerry, Sr.	\$850 per-diem rate
Dale M. Gerry, II	\$850 per-diem rate



## 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.

**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

W. D. W.

Christopher D. Clement, Sr.  
Commissioner



ESTABLISHED 1976

P.O. Box 665 • Hampstead, NH 03841

T: 603-329-4808 F: 603-329-4894

www.shurtleffappraisal.com

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

August 28, 2013

AUG 29 2013

Mr. Stephen A. Bernard-Chief Right of Way Appraiser  
Bureau of Right-of-Way  
J.O. Morton Bldg.-Rm 100  
PO Box 483, 7 Hazen Drive  
Concord, NH 03302-0483

RECEIVED

**RE: Multi Vendor Appraisal Proposal Statewide Acquisition Program**

Dear Mr. Bernard,

We are very interested in participating in the program noted above. In response to your letter I am enclosing all required information as you have requested. The two appraisers who will perform and sign work from Shurtleff Appraisal Assoc. Inc. are myself, Dale M. Gerry, Sr and my son Dale M. Gerry, II. We should be on the roster of approved appraisers. Our per diem rate for each staff member participating is \$850.00 per day.

**Debarment Clause per your request:**

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 three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Dale M. Gerry, Sr.

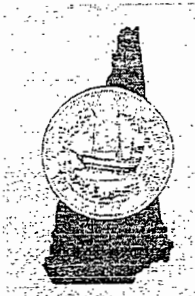
Date: 8-28-13

Dale M. Gerry, II

Date: 8-28-13

Sincerely,

Dale M. Gerry, Sr.  
Shurtleff Appraisal Associates, Inc.



New  
Hampshire  
Real Estate  
Appraiser Board

No.

NHCG-57

THIS HEREBY ACKNOWLEDGES

*DALE M. GERRY*

Is duly recognized as a

*CERTIFIED GENERAL APPRAISER*

In accordance with all of the provisions of Chapter 310B of  
the Revised Statutes Annotated and amendments  
thereto, and the rules and regulations of this Commission.

This license/certificate applies only to the person  
named herein and shall remain in effect unless sooner  
revoked or suspended in accordance with the law.

This license expires

12/31/13

Real Estate Appraiser Chairman

## Qualifications of Dale M. Gerry, ASA

Mr. Gerry is a resident of Hampstead, New Hampshire and has been actively involved in the appraisal of real estate since 1982. He is the President and principal of Shurtleff Appraisal Associates, Inc. that was established in 1976.

### *Professional Designations*

ASA (Accredited Senior Appraiser) Real Property Urban; American Society of Appraisers

### *Certifications and Licenses*

State of New Hampshire	-	Certified General Appraiser No. 57
State of Massachusetts	-	Certified General Appraiser No. 5052
US Dept. of Veterans Affairs	-	Appraiser No. 0061
US Dept. of Housing & Urban Dev.	-	Approved Appraiser
State of NH Dept. of Revenue	-	Certified Property Assessor (expired)
State of New Hampshire	-	Licensed Real Estate Broker No. 031405

### *Education*

Graduate East Coast Aero Technical School

Successfully completed the following Real Estate courses with examination

Maine Real Estate Commission	Real Property Valuation – 1981	15 hrs
Society of Real Estate Appraisers	Introduction to Appraising Real Estate - 1982	54 hrs
	Applied Residential Property Valuation – 1985	35 hrs
Appraisal Institute	Capitalization Theory and Techniques “A” – 1991	36 hrs
	Capitalization Theory and Techniques “B” – 1991	36 hrs
	Standards of Professional Practice “A” – 1991 & 2000	15 hrs
	Case Studies in Real Estate Valuation – 1992	36 hrs
	Standards of Professional Practice “B” – 1991 & 1995	10 hrs
	Condemnation Appraising: Basic Principles and Applications – 2002	15 hrs
International Right of Way Association	The Appraisal of Partial Acquisition - 2005	40 hrs

Attended the following Real Estate seminars and continuing education classes.

Appraisal Institute	Marketability Studies – The Six Step Process and Basic Applications - 2012	7 hrs
	Uniform Standards of Professional Practice - 2012	7 hrs
	Uniform Appraisal Dataset – 2011	7 hrs
	Stats and Graphs - 2010	7 hrs
	Evaluating Commercial Construction – 2008	16 hrs
	Office Building Valuation: A Contemporary Perspective – 2008	7 hrs
International Right of Way Association	Property Descriptions -2005	8 hrs
Appraisal Institute	Subdivision Valuation – 2005	7 hrs
	Appraising Convenience Stores – 2005	7 hrs
	Supporting Capitalization Rates – 2004	7 hrs
	Introduction to Environmental Issues – 2001	7 hrs
	Investment Analysis for Real Estate Appraisers – 1999	7 hrs
	Supporting Sales Comparison Grid Adjustments – 1999	7 hrs
National Association of Independent Fee Appraisers	Basic Residential HUD Appraisal Requirements	7 hrs
JMB Real Estate Academy	Investment Analysis For Real Estate Appraisers – 2012	7.5 hrs
	Uniform Standards of Appraisal Practice 2010/11 Update - 2010	7 hrs
	Investment Analysis for Real Estate Appraisers – 1999	8 hrs
Appraisal Institute	Wetland and Soil Regulations – 1997	7 hrs
	Future of Appraising – 1996	7 hrs
	Understanding Limited Appraisals & Reporting	7 hrs

*Real Estate Experience*

April 1982 to November 1982 – Data collector for Municipal Management Consultants of Tewksbury, Ma. A mass appraisal company for ad valorem taxation.

December 1982 to February 1984 – Residential appraiser for Shurtleff Appraisal Associate, Inc.

1979 to 1983 – Developing partner of Delaware Drive Salem, NH; included the land purchase, development, sale and marketing of industrial building sites.

March 1984 to present – Owner and principle appraiser for Shurtleff Appraisal Associates, Inc. Completing a wide variety of appraisal assignments ranging from vacant land to residential, industrial, and commercial properties. The purpose of those assignments include collateral lending, ad valorem taxation, eminent domain and litigation cases for a wide variety of clients. I have personally inspected more than two thousand residential and commercial properties.

1990 to 1991 – Provided consulting services to the Town of Methuen, Ma for an in house revaluation of all real property for ad valorem taxation.

Qualified as an expert witness with regard to real estate valuation and testified before Probate and Superior Courts of New Hampshire and the Federal Bankruptcy Courts of Boston, MA and Manchester, NH and the NH Board of Tax and Land Appeals.

*Affiliations & Memberships*

American Society of Appraisers – NH VT Chapter                      - 1998 to present  
Chapter Secretary 2002 to present

Appraisal Institute & Society of Real Estate Appraisers – NH Chapter – 1984 to 2000

Chairman, Governmental Affairs	-	1995
Governmental Affairs	-	1989-1990 & 1992 – 1994
Public Relations Committee	-	1992
Board of Directors	-	1988 – 1991 & 1995
Nominating Committee	-	1989 – 1990
Budget & Finance Committee	-	1988 – 1989
Program & Workshop Committee	-	1986 – 1988
Salem Contractors Association – Salem, NH -		1986 to present
Board of Directors 1986-1989		
National Association of Realtors	-	1984 to present

*Assignments have been completed for the following partial list of clients:*

Asian American Bank	First Savings of NH	Salem Co-operative Bank
Associates Relocation Mgt. Co	First NH Mortgage	Service Credit Union
Attorney's of NH and MA	Forward Financial	State of NH-Department



			of Transportation
Aggregate Industries Northeast		GMAC Mtg. Corp.	Town of Fremont, NH
Bausch and Lomb Corp.		MAGIC Corp.	Town of Methuen, MA
Bank of New England		Members First Credit Union	Town of Pelham, NH
Bankers Trust Co.		New England Power Service Co.	Town of Salem, NH
Community Bank & Trust Co.		North American Mortgage Corp.	U.S. Department of Housing and Urban Development
City of Manchester, NH - Department of Housing		Peoples United Bank	U.S. Small Business Adm.
City of Portsmouth, NH – Department of Public Works		Prudential Relocation	U.S. Department of Veterans Affairs
Enterprise Bank		St. Mary's Bank .	US Mortgage Corp.

JOINT BOARD OF LICENSURE AND CERTIFICATION  
STATE OF NEW HAMPSHIRE

57 Regional Drive  
Concord, N.H. 03301-8518

Telephone 603-271-2219 • Fax 603-271-6990

Professional Engineers  
Architects  
Land Surveyors  
Professional Geologists  
Foresters  
Real Estate Appraisers  
Manufactured Housing Installers

Louise Lavertu • Executive Director

Natural Scientists  
Landscape Architects  
Court Reporters  
Home Inspectors  
Accountancy  
Manufactured Housing Parks



Wednesday, January 02, 2013

DALE

M

GERRY

II



**CERTIFICATE**

This is to certify that the above named **individual** is an authorized Certified General Real Estate Appraiser in the State of New Hampshire under the provisions of RSA 310-B:2, VIII.

This certificate is issued by the Real Estate Appraiser Board on the basis of information in the application filed with the Board.

**NH Real Estate Appraiser Board**

**Certificate No:** NHCG-719

**Expiration Date:** 12/31/14



## QUALIFICATIONS OF DALE M. GERRY, II

Mr. Gerry graduated from Pinkerton Academy, Derry, NH, in 1989. He continued his education at the Whittemore School of Business and Economics at the University of New Hampshire, graduating in May of 1993 with a Bachelor of Science Degree in Business Administration.

A career in real estate began in 1990 with Shurtleff Appraisal Associates, Inc., where experience was first gained in the real estate field from the City of Methuen, Massachusetts. There he completed property inspections for a re-evaluation being conducted by the city. While working in Methuen, Mr. Gerry inspected over twelve hundred properties, in addition to training and coordinating new employees.

Since 1992 he has completed numerous residential and commercial appraisal reports. Assignments have been completed for banks, credit unions, mortgage companies, government agencies, relocation companies, attorneys, and private clients. He has testified as an expert witness on real estate matters before the District Court of Salem, New Hampshire, Rockingham County Family Court, and the New Hampshire Board of Tax and Land Appeals.

Certifications are held by the New Hampshire Real Estate Appraiser Board as a State Certified General Appraiser (License No. NHCG-719) and by the Commonwealth of Massachusetts Division of Registration as a State Certified General Appraiser (License No. 103029). He is designated as an appraiser on the fee roster of the Department of Veteran Affairs regional office in Manchester, NH.

Mr. Gerry is a Past President (2003-2005) and past Director of the Plaistow Area Commerce Exchange, a Past President and current Director of the Greater Salem Contractors Association, and is an Associate Member of the Appraisal Institute. Mr. Gerry sat on the Education Committee for the New Hampshire Chapter of the Appraisal Institute from 1994 to 1996. In 1998 he successfully completed "Leadership Greater Salem", a program offered by the Greater Salem Chamber of Commerce.

The following appraisal courses have been completed and passed:

<i><b>Course Title:</b></i>	<i><b>Date:</b></i>	<i><b>Offered by:</b></i>
Appraising Principles – 401	1994	Appraisal Institute
Standards of Professional Practice Part A – 410	1994	Appraisal Institute
Standards of Professional Practice Part B – 420	1994	Appraisal Institute
Appraisal Procedures – 120	2000	Appraisal Institute
Condemnation Appraising: Basic Principles & Applications – 710	2002	Appraisal Institute
Income Capitalization – 310	2003	Appraisal Institute
Highest & Best Use and Market Analysis – 520	2005	Appraisal Institute
Advanced Sales Comparison &	2005	Appraisal Institute

Cost Approaches – 530		
The Appraisal of Partial Acquisitions – 401	2008	International Right of Way Association
Appraising Income Properties	1996	JMB Real Estate Academy
Advanced Income Capitalization	1996	JMB Real Estate Academy
Uniform Standards of Professional Appraisal Practice	1999	JMB Real Estate Academy

In addition to the courses listed above the following is a partial list of seminars that have been attended:

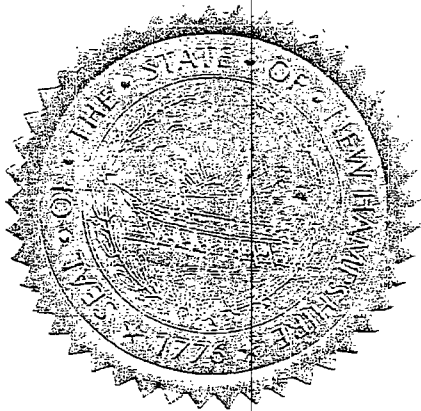
<b><i>Seminar Title:</i></b>	<b><i>Date:</i></b>	<b><i>Offered by:</i></b>
USPAP Update Seminar	2012	Appraisal Institute
Stats and Graphs	2010	Appraisal Institute
Appraising and Analyzing Office Buildings	2011	McKissock
Appraising Apartments	2011	McKissock
Valuation of Green Residential Properties	2010	Appraisal Institute
Stats and Graphs	2010	Appraisal Institute
Federal Land Acquisition Appraising	2006	LeMay School of Real Estate
Introduction to Environmental Issues for Real Estate Appraisers	2001	Appraisal Institute
Supporting Sales Comparison Grid Adjustments for Residential Properties	1999	Appraisal Institute
Wetlands and Soil Regulations	1997	Appraisal Institute

# 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 SHURTLEFF APPRAISAL ASSOCIATES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 30, 1984. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 27<sup>th</sup> day of September, A.D. 2013

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

William M. Gardner  
Secretary of State

CORPORATE VOTE

At a special joint meeting of the Board of Directors and Stockholders of SHURTLEFF APPRAISAL ASSOCIATES, INC., held on November 12, 2013, at the Shurtleff Appraisal Associates, Inc., 102 Main Street, Hampstead, NH 03841, all directors and stockholders being present, it was on motion unanimously

VOTED: That Dale M. Gerry, in his capacity as President of SHURTLEFF APPRAISAL ASSOCIATES, INC., are herein authorized and directed by and on behalf of the corporation to execute, sign, seal, acknowledge and deliver deeds, notes, mortgages, assignments and other instruments of conveyance, Easements, Bills of Sale, Agreements for Purchase and Sale, Leases, Contracts, and other agreements relating to real estate and/or personal property, and Certificates, Indentures, Writings, Assurances, Assignments Extensions, Releases, Partial Releases, Discharges of Mortgages and Attachments, Partial Discharges of Mortgages and Attachments Modifications, Certificates of Entry, Memorandum of Sale, and any and all other instruments that are deemed, in the exercise of their discretion, necessary, appropriate, reasonable, and/or desirable.

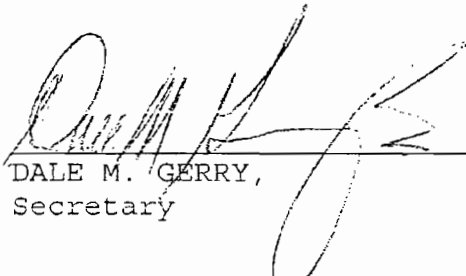
There being no further business to transact before said meeting, it was on Motion duly made and seconded,

VOTED: To Adjourn.

Adjourned.

A True Record.

ATTEST:

  
DALE M. GERRY,  
Secretary

Dated: November 12, 2013



ace group

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

TYPE AR INFORMATION PAGE WC 00 00 01 ( A)

POLICY NUMBER: (6S62UB-4318P60-3-13)

RENEWAL OF (6S62UB-4318P60-3-12)

INSURER: ACE AMERICAN INSURANCE COMPANY

NCCI CO CODE: 80500

1.

**INSURED:**

SHURTLEFF APPRAISAL  
ASSOCIATES INC  
PO BOX 665  
HAMPSTEAD NH 03841

**PRODUCER:**

PAPPATHAN INSURANCE AGCY  
95 BRIDGE STREET SUITE 2  
PO BOX 878  
PELHAM NH 03076

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 08-01-13 to 08-01-14 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

NH

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$	100000 Each Accident
Bodily Injury by Disease: \$	500000 Policy Limit
Bodily Injury by Disease: \$	100000 Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

COVERAGE EXCLUDED - REFER TO RESIDUAL MARKET LIMITED OTHER STATES  
INSURANCE ENDORSEMENT WC 00 03 26

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

DATE OF ISSUE: 07-25-13 WC

ST ASSIGN: NH

OFFICE: ORLANDO DA ACE 24M

PRODUCER: PAPPATHAN INSURANCE AGCY

76JHW



# CO-OPERATIVE INSURANCE COMPANIES

## BUSINESSOWNERS DECLARATION

Policy Number	Policy Period
BP 0170310 02	From 06/10/2013 To 06/10/2014 12:01 A.M. Standard Time at the described location

### Transaction

NEWAL DECLARATION

Named Insured and Address	Agent
SHURTLEFF APPRAISAL ASSOCIATES INC. PO BOX 665 HAMPSTEAD NH 03841	PAPPATHAN INSURANCE AGENCY INC 0000315 95 BRIDGE STREET SUITE 2 PO BOX 878 PELHAM NH 03076 Telephone: 603-635-1099

The described location is located at the above insured mailing address unless otherwise stated below:

Loc: 1		102 MAIN STREET			HAMPSTEAD NH		03841
Construction Type Frame	Sprinkler No	Territory 1	Prot. Class 09	Class Code 65121	Rate No. 0	Rate Group	Type of Business Corporation

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Business Description: REAL ESTATE APPRAISER OFFICE

### PROPERTY COVERAGE LIMITS OF INSURANCE:

#### BUILDING OFFICE

Actual Cash Value - Buildings Option (Y/N) N  
Automatic Increase - Building Limit (%) 2%

Building and Business Personal Property Deductible \$250  
Property Damage Liability Deductible

BUSINESS PERSONAL PROPERTY \$30,000

BLDG. PREMIUM  
BPP. PREMIUM \$355  
LIAB. PREMIUM

### OTHER COVERAGES OR ENDORSEMENTS:

BP535 Business Protection  
BP525 Equip Breakdown Coverage  
12 Month Business Income Cov.

Limit  
Addl. Premiums  
\$125  
Included  
Included

### LIABILITY AND MEDICAL PAYMENTS LIMITS OF INSURANCE:

Business Liability per Occurrence	Medical Payments to Others per Person	Aggregate for Products & Completed Operations	Aggregate for Other Than Products & Completed Operations	Tenants Fire Legal Liability Limit	Premium
\$1,000,000	\$5,000	\$1,000,000	\$2,000,000	\$50,000	

TOTAL PREMIUM  
\$480

Forms and Endorsements									
BP 535	(10/12)	BP 550	(10/12)	BP-525	(01/09)	BP0002	(01/01)	BP0006	(01/97)
BP0009	(01/97)	BP0113	(01/09)	BP0122	(01/97)	BP0146	(02/96)	BP0417	(01/96)
BP0419	(06/89)	BP0514	(01/03)	BP0523	(01/08)	BP0601	(01/07)	BP5546	(07/03)
BP5646	(07/03)	CO777	(01/01)	ML-147	(1.00)				

Policy Interests: See Schedule

Issued Date: 04/09/13



# Real Estate Appraisers Professional Liability



## LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")

Named Insured: SHURTLEFF APPRAISAL ASSOCIATES, INC

Policy Number: LIU001268-012

Effective Date: 01/23/2013

Customer ID: 111550

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### ADDITIONAL COVERED PERSONS ENDORSEMENT

It is agreed that Section IV of the Policy, Definition (I) is amended to include:

"Insured" means:

-- The persons identified below, but only while acting on behalf of the Named Insured:

Name	Coverage Effective Date	Principal/Owner, Appraiser or Trainee
Dale M. Gerry, Sr	01/23/2013	Principal/Owner
Dale M. Gerry, II	01/23/2013	Principal/Owner
Jonathan N. Wood	01/23/2013	Appraiser

# Real Estate Appraisers Professional Liability



**Liberty**  
International  
Underwriters.  
Member of Liberty Mutual Group

Date Issued	Policy Number	Previous Policy Number
01/10/2013	LIU001268-012	LIU001268-011

## LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")  
55 Water Street, 18th Floor  
New York, NY 10041

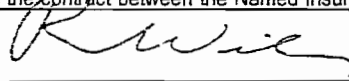
THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Item

### DECLARATIONS

1. Customer ID: 111550 Named Insured: SHURTLEFF APPRAISAL ASSOCIATES, INC 102 Main Street Hampstead, NH 03841	
2. Policy Period: From: 01/23/2013 To: 01/23/2014 12:01 A.M. Standard Time at the address stated in Item 1.	
3. Deductible: \$1,000 Each Claim	
4. Retroactive Date: 01/23/1989	
5. Inception Date: 01/23/2002	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate	The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.
7. Mail All Notices to Agent:	LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (805) 963-6624; Fax: (805) 962-0652
8. Annual Premium: \$1,941.00	
9. Number of Appraisers: 3	
10. Forms attached at issue: LIA002 (10/11) LIA NH (10/11) LIA009 (08/11) LIA012 (08/11) LIA013 (08/11) LIA018 (03/10) LIA021 (03/10) LIA025 (03/10) OFAC (08/09)	

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By 

Authorized Signature

LIA001 (04/10)

DALE GERRY  
 JOANNE GERRY  
 MWA10009392788  
 Date Issued: 01/03/2013



## Coverage Selections Page

Agency Code 4001000  
 PAPPATHAN INSURANCE AGENCY INC.  
 PO BOX 878  
 PELHAM, NH 03076  
 (603) 635-1099

DALE GERRY  
 JOANNE GERRY  
 102 MAIN ST  
 HAMPSTEAD, NH 03841

### Renewal Coverage Selections for Policy Number: MWA10009392788

This policy covers the listed automobiles from  
 12:01 A.M. 02/25/2013 to 12:01 A.M. 02/25/2014 (local time)

Policy Term	12 Months	2004 MERZ CLK500 WDBTJ75J74F110114	2007 GMC YUKON XL K2500 1GKGK26K67R279266
<b>Policy Coverages</b>			
<b>Limit/Deductible</b>			
*BODILY INJURY		\$250,000/\$500,000 per person/accident \$87.00	\$250,000/\$500,000 per person/accident \$124.00
*PROPERTY DAMAGE		\$100,000 per accident \$62.00	\$100,000 per accident \$87.00
*UNINSURED/UNDERINSURED MOTORIST		\$250,000/\$500,000 per person/accident \$10.00	\$250,000/\$500,000 per person/accident \$11.00
*MEDICAL PAYMENTS		\$5,000 per person per accident \$9.00	\$5,000 per person per accident \$11.00
COMPREHENSIVE		\$100 Deductible \$107.00	\$100 Deductible \$103.00
COLLISION		\$500 Deductible \$250.00	\$500 Deductible \$184.00
SUBSTITUTE TRANSPORTATION		\$30 a day max \$900 \$20.00	\$30 a day max \$900 \$20.00
Total Premium for Each Auto		\$545.00	\$540.00

DALE GERRY  
JOANNE GERRY  
MWA10009392788  
Date Issued: 01/03/2013

***Mt. Washington***  
Insurance  
A Plymouth Rock Company

Policy Term	12 Months	2007 OUTBACK TRAILER 4YDT32B297S632540
<b>Policy Coverages</b>		
<b>Limit/Deductible</b>		
*BODILY INJURY		
*PROPERTY DAMAGE		
*UNINSURED/UNDERINSURED MOTORIST		
*MEDICAL PAYMENTS		
COMPREHENSIVE \$100 Deductible		\$255.00
COLLISION \$100 Deductible		\$255.00
SUBSTITUTE TRANSPORTATION		
Total Premium		\$510.00

DALE GERRY  
JOANNE GERRY  
MWA10009392788  
Date Issued: 01/03/2013

**Mt. Washington**  
Insurance  
A Plymouth Rock Company

Vehicles Covered							
Year/Make/Model	Vehicle ID #		Joint Ownership	Multi-car Discount	Stated Amt	Cost New	CC
2004 MERZ CLK500	WDBTJ75J74F110114		N	Y			
2007 GMC YUKON XL K2500	1GKGK26K67R279266		N	Y	\$0.00	\$0.00	
2007 OUTBACK TRAILER	4YDT32B297S632540		N	N	\$31,247.00	\$31,247.00	
Driver Information							
Name	D.O.B.	Gender	Marital Status	License#	License State	Excl	Mature Accident Prevention
DALE GERRY	12/27/1950	MALE	MARRIED	*****271	NH	N	N
JOANNE GERRY	08/26/1953	FEMALE	MARRIED	*****261	NH	N	N
Lienholder/Leasing Company/Additional Insured/Trust							
2007 GMC YUKON XL K2500		CITIZENS BANK PO BOX 255587 SACRAMENTO, CA 95865					
Endorsements and Amendments to Policy							
NH 501 11 05	NH COVERAGE SELECTIONS PAGE						
NHIDF	NEW HAMPSHIRE INSURANCE IDENTIFICATION CARD						
PP 00 01 06 98	PERSONAL AUTO POLICY						
PP 01 76 05 05	AMENDMENT OF POLICY PROVISIONS - NH						
PP 04 45 05 05	UNINSURED MOTORISTS COVERAGE						
PP 04 05 01 88	UM/UIM COVERAGE EXCLUSION/ENDORSEMENT						
PP 03 02 06 98	OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE						
PP 03 05 08 86	LOSS PAYABLE CLAUSE						
PP 03 07 06 98	TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)						
PN-NH-01	NH PRIVACY NOTICE						
NHPC	PRODUCER COMPENSATION DISCLOSURE						
Discounts or Surcharges applied							
Multi-Policy Discount							
Homeowner Discount							
Advance Quote Discount							
Safe Driver Discount							
Total Annual Premium						\$1,595.00	



Subject:

SPECIAL APPRAISAL STATEWIDE


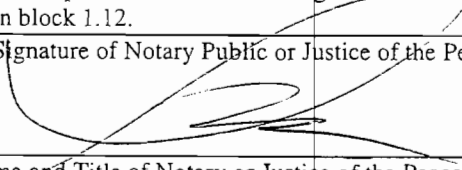
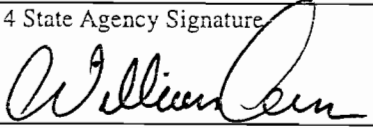
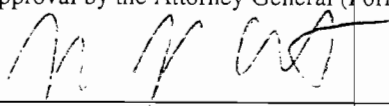
FORM NUMBER P-37 (version 1/09)

## 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 MCMANUS & NAULT APPRAISAL CO INC		1.4 Contractor Address 722 ROUTE 3A SUITE 6, BOW NH 03304	
1.5 Contractor Phone Number (603) 230-9788	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER G&C APPROVAL	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency CHRISTOPHER D. CLEMENT, SR		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter I. Nault President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On, <u>1/18/2013</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]  Notary Public			
1.13.2 Name and Title of Notary or Justice of the Peace Laura Rebolledo Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William J. Carr, 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:  12/6/12			
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.



## 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.

## 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 &amp; 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.

Kevin McManus  
Peier Nault

\$800 per-diem rate  
\$800 per-diem rate

## 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.

# **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

Christopher D. Clement, Sr.  
Commissioner



McMANUS & NAULT APPRAISAL COMPANY, INC.  
REAL ESTATE APPRAISING & CONSULTING

PETER I. NAULT, PRESIDENT

KEVIN A. McMANUS, VICE PRESIDENT  
DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

AUG 30 2013

RECEIVED

August 29, 2013

Stephen A. Bernard  
Chief Right-of-Way Appraiser  
NH Department of Transportation  
John O. Morton Building  
Concord, NH 03302

RE: PROJECT: MULTI VENDOR APPRAISAL PROPOSAL

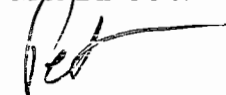
Dear Mr. Bernard:

Thank you for inquiring about our interest in participating in the Multi Vendor Appraisal Program. We would be very interested in participating in the program and Kevin McManus and myself (Peter Nault) would be performing and signing any appraisal work completed by our company. The per diem rate for each of us is \$800.

Also, please note that I have not included a Certificate of Worker's Compensation Insurance as we have no employees.

If you need any additional information, please feel free to contact me.

Respectfully submitted,  
McMANUS & NAULT APPRAISAL COMPANY, INC.



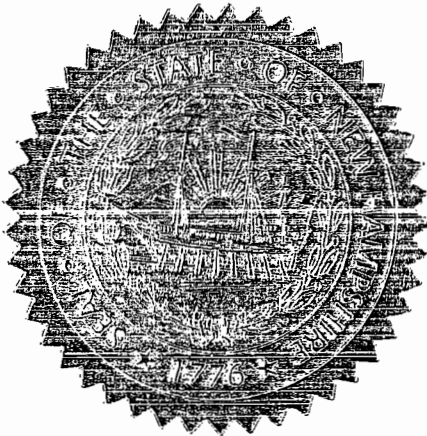
Peter I. Nault  
President, NHCG-499

# 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 MCMANUS & NAULT APPRAISAL COMPANY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 30, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 28<sup>th</sup> day of August, A.D. 2013

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

William M. Gardner  
Secretary of State

McManus & Nault Appraisal Company, Inc.

I, Kevin A. McManus, hereby certify that Peter I. Nault is the duly elected President of McManus & Nault Appraisal Company, Inc.

I hereby certify that a vote was taken at a meeting of the Board of Directors of the corporation, duly called and held on November 18, 2013 at which a quorum of the Board was present and voting.

Voted:

To authorize the President of the Corporation to enter into any and all contracts with the State of New Hampshire to provide real estate appraisal, consulting, and related services for the State of New Hampshire and further authorize the president of the corporation to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of November 18, 2013 and that Peter I. Nault is the duly elected President, respectively, of this corporation.

Attest:

Date:

Nov. 18, 2013

Kevin A. McManus

Vice President

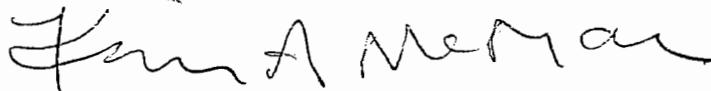
August 29, 2013

Stephen A. Bernard, Chief Right of Way Appraiser  
Bureau of Right-of-Way  
Department of Transportation  
7 Hazen Drive, P.O. Box 483  
Concord, NH 03302-0483

Dear Mr. Bernard:

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 three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against any of us by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Respectfully submitted,  
McManus & Nault Appraisal Company, Inc.

A handwritten signature in black ink, appearing to read "Kevin A. McManus". The signature is fluid and cursive, with the first name "Kevin" written in a stylized, connected script.

Kevin A. McManus  
Vice President, NHCG-249

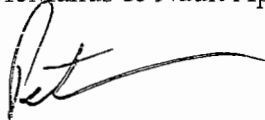
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Respectfully submitted,  
McManus & Nault Appraisal Company, Inc.

A handwritten signature in black ink, appearing to read 'P. Nault', with a long horizontal flourish extending to the right.

Peter I. Nault  
President, NHCG-499

## QUALIFICATIONS

### *KEVIN A. MCMANUS*

<b>Appraisal Experience:</b>	<p>2002 to Present – Vice President, McManus &amp; Nault Appraisal Company, Inc., Bow, NH.</p> <p>1987 to 2002 - Real Estate Appraiser, Thompson Appraisal Company, Inc., Concord, NH.</p> <p>1986 to 1987 - Real Estate Appraisal Research Assistant, Thompson Appraisal Company, Inc., Concord, NH.</p>
<b>Education:</b>	<p>1977 - B.S. in Business Administration, Whittemore School, University of New Hampshire, Durham, NH.</p>
<b>State Certification:</b>	<p>New Hampshire Certified General Real Estate Appraiser NHCG-#249, Maine Certified General Appraiser #1840, Vermont Certified General Appraiser #271.</p>
<b>Court Testimony:</b>	<p>Have qualified as an expert witness in the U.S. Bankruptcy Court of NH, Rockingham County Probate Court, Hillsborough County Superior Court, the New Hampshire Board of Tax and Land Appeal, and the Maine State Claims Commission.</p>
<b>Appraisal and Real Estate Courses:</b>	<p>American Institute of Real Estate Appraisers, American Society of Appraiser, and the American Society of Farm Managers and Rural Appraisers: Valuation of Conservation Easements.</p> <p>American Institute of Real Estate Appraisers: Principles of Real Estate Appraisal.</p> <p>American Institute of Real Estate Appraisers: Basic Valuation Procedures</p> <p>American Institute of Real Estate Appraisers: Capitalization Theory and Techniques, Part A.</p> <p>American Institute of Real Estate Appraisers: Capitalization theory and Techniques, Part B.</p>

American Institute of Real Estate Appraisers:  
Standards of Professional Practice.

American Institute of Real Estate Appraisers:  
Health Care and Retirement Seminar.

JMB Real Estate Academy, Inc.: Advanced Income  
Property Appraising

JMB Real Estate Academy, Inc.: Investment  
Analysis for Real Estate Appraisers

**Instruction Experience:**

Workshop Presenter. "Appraisals: Beyond the  
Basics. Challenging Issues". Saving Special Places  
Conference. Society for the Protection of New  
Hampshire Forests.

**Significant Appraisal  
Assignments:**

Appraised petroleum tank farms, nursing homes,  
landfill sites, youth camps, utility easements, sand  
and gravel operations, vacant commercial, industrial  
and residential land to include subdivision; timber  
and recreational land, lakefront property,  
development rights, condominium land, single and  
multi-family residential property; community  
shopping centers, auto washes, self-storage  
facilities, warehouse and manufacturing facilities,  
post offices, restaurants, social clubs, and business  
offices. Conducted assessment of residential  
properties in Hooksett, NH. Appraised various  
property types in connection with eminent domain  
proceedings.

## QUALIFICATIONS

*PETER I NAULT*

### Appraisal Experience:

Independent Fee Appraiser and Consultant

2002 to Present – President, McManus & Nault Appraisal Company, Inc., Bow, NH

1994 to 2002 – Real Estate Appraiser, Thompson Appraisal Company, Inc., Concord, NH

1993 to 1994 – Research Assistant, Thompson Appraisal Company, Inc., Concord, NH

### State Certification:

New Hampshire Certified General #499

Vermont Certified General #080-0000221

Maine Certified General #CG1844

Massachusetts Certified General #102973

### Professional Recognition:

Approved as a fee appraiser for the New Hampshire Department of Transportation, the Vermont Agency of Transportation, and the Maine Department of Transportation.

Approved appraiser and review appraiser for the United States Forest Service Forest Legacy Program.

I received a Certificate of Completion for the Valuation of Conservation Easements certificate program, March 2008, as offered by the American Society of Appraisers, the American Society of Farm Managers and Rural Appraisers and the Appraisal Institute and endorsed by the Land Trust Alliance. This certificate indicates that I have completed the Valuation of Conservation Easements educational requirements and passed the examination.

Member of NH Real Estate Appraisal Board Review Panel.

### Education:

1993 – B.S. in Business Administration, Whittemore School, University of New Hampshire, Durham, NH

#### APPRAISAL AND REAL ESTATE COURSES:

Appraisal Institute, Appraisal Procedures

Appraisal Institute, Basic Income Capitalization

JMB Real Estate Academy, Principles of Real Estate Appraisal

JMB Real Estate Academy, Advanced Income Capitalization

Appraisal Institute, Residential Design and Functional Utility

Appraisal Institute, Uniform Appraisal Standards for Federal Land Acquisitions

Appraisal Institute, Evaluating Commercial Construction



## QUALIFICATIONS (CONT.)

Appraisal Institute & McKissock Appraisal School, Standards of Professional Appraisal Practice.

Other Seminars: Subdivision Valuation, Scope of Work, Appraisals in Court, RE Law & the Appraiser, Investment Analysis for Real Estate Appraisers, Soil Conservation Service Seminar, Land Use Issues.

### Court Testimony

Have qualified as an expert witness in United States District Court in Concord, NH, Grafton County Superior Court, Carroll County Superior Court, and before the New Hampshire Board of Tax and Land Appeals.

### Significant Appraisal Assignments:

Experience performing real estate and going-concern (business) valuations, market analyses, and consulting assignments. Appraised property types include: Granite quarrying and finishing operations, construction aggregate facilities, sand and gravel pits, commercial and residential property for eminent domain (including full and partial acquisitions and permanent and temporary easements), utility easements, conservation easements, rights-of-way, timberland with and without water frontage, a former mental health institution, a timeshare resort, a sawmill, shopping malls, retail property, gas station/convenience stores, hotels, restaurants, commercial property, office buildings, warehouse and manufacturing facilities, distribution facilities, commercial and industrial land, apartment complexes, single and multi-family residences, condominiums, residential subdivisions, residential land, agricultural land, islands, development rights, and lakefront property.

Client#: 42495

MCMAN2

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2013

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

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

PRODUCER Davis & Towle Group Proctor Square P.O. Box 2300 Henniker, NH 03242	CONTACT NAME:	
	PHONE (A/C, No, Ext): 225-6611	FAX (A/C, No):
INSURED McManus Nault Appraisal Co Inc 722 Rte 3A, Suite 6 Bow, NH 03304	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Maine Mutual Group Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BP10953453	09/18/2013	09/18/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KA10953453	09/18/2013	09/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Department of Transportation  
7 Hazen Drive  
Concord, NH 03302-0483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John Towle*

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**LEXINGTON INSURANCE COMPANY**  
**WILMINGTON, DELAWARE**

Administrative Offices - 100 Summer Street, Boston, Massachusetts 02110

Certificate Number: 018390340-01  
This Certificate forms a part of Master Policy Number: 018389876-01  
Renewal of Master Policy Number : 018389876

**YOUR RISK PURCHASING GROUP MASTER POLICY IS A CLAIMS MADE POLICY.  
READ THE ATTACHED MASTER POLICY CAREFULLY**

THE AMERICAN ACADEMY OF STATE CERTIFIED APPRAISERS

**CERTIFICATE DECLARATIONS**

1. Name and Address of Certificate Holder: **McManus & Nault Appraisal Company, Inc.**  
**722 Route 3A, Suite 6**  
**Bow NH 03304**
2. Certificate Period: Effective Date: **09/13/13** to Expiration Date: **09/13/14**  
12:01 a.m. Local Time at the Address of the Insured.
- 2a. Retroactive Date: **09/13/02**  
12:01 a.m. Local Time at the Address of the Insured.
3. Limit of Liability: \$ **1,000,000** each claim  
\$ **1,000,000** aggregate limit
4. Deductible: \$ **5,000** each claim
5. Professional Covered Services insured by this policy are: **REAL ESTATE APPRAISAL SERVICES**
6. Advance Certificate Holder Premium: \$ **2,624**
7. Minimum Earned Premium: **25% or** \$ **656**

**Forms and Endorsements:**

PRG 3150 (10/05) Real Estate Appraisers Professional Liability Declarations, PRG 3512 (07/12) Real Estate Appraisers Professional Liability Coverage Form, 78713 (07/12) Addendum to the Declarations

**Additional Endorsements applicable to this Certificate only:**

None

Agency Name and Address: **INTERCORP, INC.**  
**1438-F West Main Street**  
**Ephrata, PA 17522-1345**

**IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER AGREES TO ALL TERMS AND CONDITIONS AS SET FORTH IN THE ATTACHED MASTER POLICY.**

**THIS POLICY IS ISSUED BY YOUR RISK PURCHASING GROUP. YOUR RISK PURCHASING GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK PURCHASING GROUP.**

*Allen D Barry IV*

County: Merrimack

Authorized Representative OR  
Countersignature (in states where applicable)

Date: September 10, 2013



Subject:

SPECIAL APPRAISAL STATEWIDE


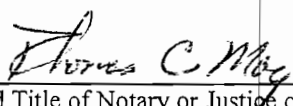
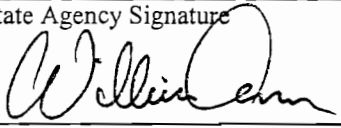
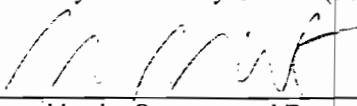
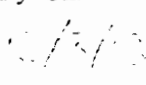
FORM NUMBER P-37 (version 1/09)

## 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 MARK CORRENTI, SRA		1.4 Contractor Address PO BOX 576, NEW BOSTON, NH 03070	
1.5 Contractor Phone Number (603) 371-0525	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER G&C APPROVAL	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency CHRISTOPHER D. CLEMENT, SR		1.10 State Agency Telephone Number (603) 271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory MARK CORRENTI, SRA <span style="float: right;">OWNER- OPERATOR</span>	
1.13 Acknowledgement: State of NH, County of		HILLSBOROUGH	
On, 10/22/13 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]  THOMAS C. MAY, Notary Public My Commission Expires February 9, 2015			
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 Director of Project Development P&D	
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:  			
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.

## 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.

  
10/22/13

## 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.

*ave*  
10/22/13

**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 &amp; After Fee</u>
-------------------	----------------------	--	-------------------------	-------------------------------

N/A

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

Mark Correnti

\$675 per-diem rate

*One*  
10/22/13

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.

*me*  
10/22/13

# **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

one  
10/22/13

Thomas Hughes  
Right of Way Staff Appraiser  
NH Dept of Transportation  
7 Hazen Drive  
Concord, NH 03302

September 12, 2013,

Mr. Hughes,

Please accept this letter and attachments as my response regarding being considered for your department's Multi Vendor Appraisal Proposal regarding the Statewide Acquisition Program.

Name of appraiser that will perform and sign work:  
Mark Correnti, SRA  
See attached *curriculum vitea* and NH Certification

Per Diem rate: \$675

With regards to a certificate of good standing: Operating as a Sole Proprietor

Debarment clause:

*"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 three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against me by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years."*

Signed and certified,



Mark Correnti

Please find attached both my Errors and Omissions Insurance binder (\$1 million coverage) and my Auto insurance (\$100,000 comprehensive coverage) binders. I can easily add the State of New Hampshire as a loss payee at any time that I am effectively engaged in an assignment for the state.

As a sole proprietor I am not required to, and do not carry workman's comprehensive coverage.

I look forward to hearing from you on possible appraisal assignments. Please let me know if you require anything further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Correnti', written in a cursive style.

Mark Correnti, SRA

P.O. Box 576

New Boston, NH 03070

603-371-0525 (phone)

603-860-7464 (cell)

866-912-5250 (fax)

[mark@nhappraiser.com](mailto:mark@nhappraiser.com)



# Mark Correnti, SRA

## New Hampshire Certified Residential Appraiser

- Founding partner of Amoskeag Appraisal Company, LLC a residential appraisal firm that provides real property appraisal and consulting services in New Hampshire.
- Conduct real estate appraisals of single and 2-4 family residences, condominium units, land appraisals. Complex residential properties and multi-million dollar residences.
- New Hampshire Real Estate Appraiser Board - Investigative Review Appraiser 2005-2011. Board Member and Grievance Officer 2011-2013
- New Hampshire Chapter of the Appraisal Institute - Chapter President 2011-2012
- Real Estate Appraiser since 1997
- NH Real Estate Appraiser Board Member
- Admitted as an expert witness in NH courts
- NH Real Estate Broker
- Approved HUD-FHA Appraiser
- Awarded SRA Designation from Appraisal Institute

### Work Experience

1999 to present *Certified Residential Appraiser NHCR-460*

Residential state certified appraiser specializing in complex residential properties. Fee assignments include appraisal of 1-4 family residences, vacant land, and quality control appraisal review assignments. Admitted as an expert witness in NH court system. Testified as an expert in various ZBA hearings regarding diminution of value cases. Client base includes large regional banks, mortgage companies, real estate agents, and law firms.

1997 to 1999 *Gary Driscoll Appraisal Services, Fremont, NH*  
*Apprentice Appraiser*

1996-1997 *Citizens Bank, Manchester, NH*  
*Construction Operations Supervisor*

Review residential construction loan requests, facilitate build out of project. Interact with builder, homeowner, and originator. Oversee construction of home, monitor project to ensure that construction budget is in balance. Resolve discrepancies and manage delinquencies.

1994-1996 *Retail Loan Officer - Citizens Bank (f/k/a First NH Bank)*

Underwrite consumer loan requests generated by 90-branch network. Emphasis on real estate mortgages and equity lines of credit. Assisted branch personnel and loan originators with complex credits. Product underwriting experience includes home equity lending, small unsecured requests, and indirect auto financing and high LTV loans.

1992-1994 *Fleet Bank-NH, Nashua*  
*Regional Lender*

Responsible for consumer loan volume and small commercial loan portfolio. Originated, processed, and closed all consumer and commercial loans. Process and closed commercial loans up to \$200M, including SBA 504 and 7(a) programs. Responsible for credit training, setting loan goals, and supervising southern NH consumer production staff. Met with local merchants to establish deposit and loan relationships.

1990-1992	<p><i>First Union, Framingham, MA loan production office</i>  <i>Asst. Sales Mgr.</i>            Developed and cultivated network of mortgage companies in developing a large loan portfolio.            Conducted property evaluations of 1-4 family properties in MA, RI, and NH. Identified, corrected, and assisted in managing all risk factors effecting bank's portfolio.</p>
1989-1990	<p><i>Transamerica Financial, Wakefield, MA</i>  <i>Asst. Manager</i>            Initiated and executed all aspects of consumer finance branch operations.</p>
Education	<p>The University of Massachusetts at Amherst; 1989            Bachelor degree - Economics</p>

#### Appraisal Organizations

Appraisal Institute - NH Chapter - Board Member since 2007, Chapter President, 2011-12  
 Designated Member of the Appraisal Institute. Awarded SRA designation in 2009.

#### Committees/Panels

2006 Franconia Conservation Commission – Committee Member.  
 2004-2008 New Hampshire Real Estate Appraiser Board - Review Panel  
 2005-2011 NH Real Estate Appraiser Board – Contracted Investigative Review Appraiser  
 2011-2013 NH Real Estate Appraiser Board – appointed as board member and Grievance Officer

#### Appraisal Courses and Seminars (abbreviated list)

Basics of Real Estate Appraisals, January 1998 & February, 2006  
 Appraising 1-4 Family Properties, March 1998 & March 2006  
 Appraising Income Properties, April 1999  
 New Hampshire Current Use Law, March, 2000 and March, 2008  
 Appraising High Value and Historic Homes, June 2000  
 Real Estate Fraud and the Appraiser, October, 2001  
 Appraiser as an Expert Witness, October, 2001  
 Real Estate Law and the Investor Perspective, October, 2001  
 Real Estate Development Issues and Land Management, May, 2002  
 Mobile/Manufactured Home Review, July, 2002  
 Attacking and Defending an Appraisal in Litigation, September, 2003  
 Loss Prevention Seminar – October, 2003 and March 2006  
 Appraisal Reports and USPAP compliance, November, 2003  
 HUD-FHA Appraisal Requirements, December, 2003  
 NH Real Estate Appraiser Board Review Panel Training Seminar, October, 2004  
 NH Real Estate Appraiser Board Supervisory Appraiser Seminar, September, 2005  
 Appraisal Institute Business Practice and Ethics, October, 2005  
 Residential Highest and Best Use, March 2006  
 Residential Site Valuation and Cost Approach, April 2007  
 Residential Sales Comparison and Income Approaches, May 2007  
 Real Estate Finance Statistics and Valuation Modeling, June 2007  
 Advanced Residential Applications & Case Studies, November 2007  
 Valuation of Green Housing, January 2008  
 Advanced Residential Report Writing, January 2008  
 REO Appraisals: Appraisals of Foreclosed Properties, September, 2008  
 Appraiser Regulatory Agency (ASC) Investigator Training Level I, August, 2009  
 Appraiser Regulatory Agency (ASC) Investigator Training Level II, October, 2010



No. NHCR-460

New  
Hampshire  
Real Estate  
Appraiser Board

THIS HEREBY ACKNOWLEDGES

*MARK A. CORRENTI*

Is duly recognized as a

*CERTIFIED RESIDENTIAL APPRAISER*

In accordance with all of the provisions of Chapter 310B  
of the Revised Statutes Annotated and amendments  
thereof, and the rules and regulations of this Commission.

This license/certificate applies only to the person  
named herein and shall remain in effect unless sooner  
revoked or suspended in accordance with the law.

This license expires

*12/31/13*

Real Estate Appraiser Chairman

*[Signature]*

**Amica Mutual Insurance Company**  
Lincoln, Rhode Island

Page 2 of 3

**CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. 940828-20SC**

NAMED INSURED  
MARK A. CORRENTI

COVERAGE IS PROVIDED WHERE A PREMIUM AND A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE				
COVERAGES	LIMIT OF LIABILITY		PREMIUMS	
A. LIABILITY	\$ 100,000	each person		AUTO 1
Bodily Injury	\$ 300,000	each accident		2002 TOYO
Property Damage	\$ 100,000	each accident		\$ 263.00
B. MEDICAL PAYMENTS	\$ 5,000	each person		\$ 204.00
C. UNINSURED MOTORISTS	\$ 100,000	each person		\$ 46.00
Bodily Injury	\$ 300,000	each accident		\$ 43.00
D. DAMAGE TO YOUR AUTO (ACV means Actual Cash Value)				
1. Collision Loss	AUTO 1			
ACV minus deductible of	\$1000			\$ 192.00
2. Other Than Collision Loss	AUTO 1			
ACV minus deductible of	\$ 200			\$ 58.00
TOWING AND LABOR COSTS	\$	each disablement		
OPTIONAL TRANSPORTATION EXPENSES				
AUTO 1				
\$ 40 DAY/				
\$1,200 MAX				\$ 18.00
GARAGING LOCATION				
1- IN GARAGE				

TOTAL PREMIUM \$ 824.00

# Real Estate Appraisers Professional Liability



**Liberty**  
International  
Underwriters.

Date Issued	Policy Number	Previous Policy Number
12/04/2013	LIU014501-002	LIU014501-001

## LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")  
55 Water Street, 18th Floor  
New York, NY 10041

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Item

DECLARATIONS

1. Customer ID: 165821 Named Insured: CORRENTI, MARK, SRA PO Box 576 New Boston, NH 03070		
2. Policy Period: From: 12/10/2013 To: 12/10/2014 12:01 A.M. Standard Time at the address stated in Item 1.		
3. Deductible: \$1,000	Each Claim	
4. Retroactive Date:	12/10/2012	
5. Inception Date:	12/10/2012	
6. Limits of Liability: A. \$1,000,000 B. \$1,000,000	Each Claim Aggregate	The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.
7. Mail all notices, including notice of claim, to Agent:	LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652	
8. Annual Premium:	\$867.00	
9. Number of Appraisers:	1	
10. Forms attached at issue:	LIA002 (10/11) LIA NH (10/11) LIA009 (08/11) LIA012 (08/11) LIA027 (03/10) OFAC (08/09)	

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By

*[Signature]*

Authorized Signature

LIA001 (04/10)



**LIBERTY INSURANCE UNDERWRITERS INC.**  
**CONFIRMATION OF COVERAGE**  
**GENERAL LIABILITY**

**INSURED:** Mark Correnti  
Mark Correnti, Sra  
P.o.box 576  
New Boston, NH 03070

**STATUS:** Active

**CONFIRMATION NUMBER:** 511301

**CONFIRMATION DATE:** 10/1/2013

**EXPIRATION DATE:** 10/1/2014

**LIMITS:** \$500,000/\$1,000,000

**CLASSIFICATION:** Sales or Service Organizations

**CONFIRMATION PROVIDED FOR:**

THIS CONFIRMATION OF COVERAGE IS PROVIDED ON BEHALF OF THE NAMED INSURED AND IS FOR INFORMATION PURPOSES ONLY AND EXTENDS NO RIGHTS TO ANYONE OTHER THAN THE NAMED INSURED. SHOULD THIS POLICY BE CANCELLED THE COMPANY WILL MAIL THE CERTIFICATE HOLDER A NOTICE OF CANCELLATION WITHIN 30 DAYS; HOWEVER, FAILURE TO ISSUE SUCH NOTICE TO ANY LISTED ENTITY SHALL NOT OBLIGATE THE COMPANY TO ANY LIABILITY.

Program Administrator  
Managed Insurance Services, LLC  
361 E. Hillsboro Blvd.  
Deerfield Beach, FL 33441  
Billing Department

Phone 954-788-5453

[www.managedinsurance.com](http://www.managedinsurance.com)

Fax 954-428-1175

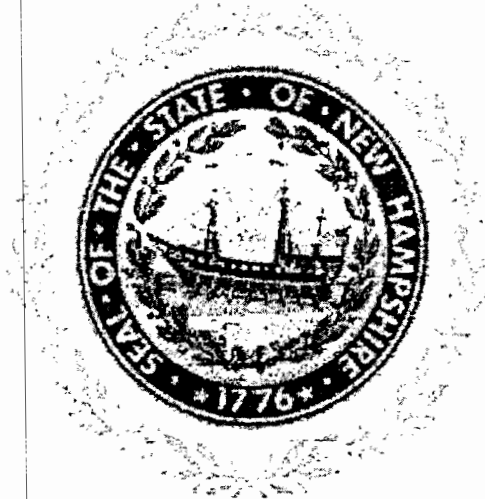
# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED RESIDENTIAL APPRAISER

ISSUED TO: MARK A CORRENTI



Certificate No: NHCR-460

EXPIRATION DATE: 04/30/2015

## State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

**Certified Residential Appraiser**

ISSUED TO: MARK A CORRENTI



Certificate No:  
NHCR-460

EXPIRATION DATE:  
04/30/2015

For additional information please contact the Board office at [dawn.stawecki@nh.gov](mailto:dawn.stawecki@nh.gov) or visit our web site at <http://www.nh.gov/nhreb>

