



*Victoria F. Sheehan*  
Commissioner

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



*William Cass, P.E.*  
Assistant Commissioner

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

Bureau of Right-of-Way  
March 14, 2019

**REQUESTED ACTION**

The New Hampshire Department of Transportation requests authorization to enter into contracts with eight appraisal firms to prepare appraisals for property needed for transportation projects, for a total contract cost not to exceed \$1,500,000.00 over a period of five years. The contracts will become effective from the date of Governor and Council approval through April 17, 2024. Proposed funding is 91.7% Federal Funds, 7.3% Turnpike Funds, 1.0% Highway Funds.

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

Funding is available as follows for FY 2019 and is contingent upon the availability and continued appropriation of FY 2020 through FY 2024, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
04-096-096-963515-3054 Consolidated Federal Aid 046-500464 General Consultants Non- Benefit	\$125,000	\$375,000	\$275,000	\$225,000	\$225,000	\$150,000
04-096-096-961017-7507 Central NH Turnpikes 046-500464 General Consultants Non-Benefit	\$5,000	\$20,000	\$25,000	\$25,000	\$25,000	\$10,000
04-096-096-963015-3049 Non-Participating 046-500464 General Consultants Non-Benefit	\$2,000	\$3,000	\$3,000	\$3,000	\$2,000	\$2,000

## EXPLANATION

The purpose of this request is the authorization of the Department of Transportation entrance into contracts with eight appraisal firms to be available to complete appraisal assignments associated with property acquisitions 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 \$1,000,000.00 due to Federal requirements. Requests for second appraisals may also come from the Department's Review Appraiser, the Governor and Council or the Highway 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 who are usually anxious to see the resolution of individual property issues. The process has been in place for the past fifteen years and has worked well.

The Department solicited proposals for this contract on November 16, 2018 and eight firms indicated an interest in this program, and submitted information regarding their experience and qualifications. The Bureau's Pre-Qualification Committee reviewed the information and recommended the eight firms to be participants: They are:

- Bergeron Commercial Appraisal Co. of Portsmouth, New Hampshire  
Vendor #150493
- Capital Appraisal Associates, Inc. of Concord, New Hampshire  
Vendor #156083
- Colliers International Valuation and Advisory Services, LLC of Boston, MA  
Vendor #265746
- Fremeau Appraisal, Inc. of Manchester, New Hampshire  
Vendor #156812
- J. Chet Rogers, LLC of Hollis, New Hampshire  
Vendor #259227
- Leidinger Appraisals of Canterbury, New Hampshire  
Vendor #160125
- McManus & Nault Appraisal Co, Inc. of Bow, New Hampshire  
Vendor #164307
- Shurtleff Appraisal Assoc., Inc. of Hampstead, New Hampshire  
Vendor #155924

With Governor and Council approval, these eight firms will serve as a pool of appraisers to provide appraisal services 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.

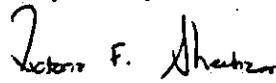
Should the Department require a second appraisal of a parcel for which appraisal services were previously utilized under this program, the assignment will be offered to the firm that previously submitted the second lowest quotation. If they are unable to accept, the third firm would be engaged.

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 eight appraisal firms listed above.

Respectfully,



Victoria F. Sheehan  
Commissioner

VFS/SGL/pfc  
Attachments

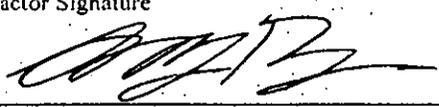
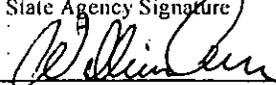
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301</b>	
1.3 Contractor Name <b>Bergeron Commercial Appraisal (Vendor #150493)</b>		1.4 Contractor Address <b>487 State Street Portsmouth NH 03801</b>	
1.5 Contractor Phone Number <b>603-436-3009</b>	1.6 Account Number <b>015-096-3054-046-0464 or 017-096-7507-046-0464</b>	1.7 Completion Date <b>5 YEARS AFTER G&amp;C APPROVAL</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>Stephen Bergeron Principal</b>	
1.13 Acknowledgement: State of <u>NEW HAMPSHIRE</u> , County of <u>Rockingham</u> On <u>Feb. 19, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		<div style="border: 1px solid black; padding: 5px;"> <b>Brandon J. Sheldon</b>                      Notary Public, State of New Hampshire                      My Commission Expires Dec. 03, 2019                 </div>	
1.13.2 Name and Title of Notary Public or Justice of the Peace <b>Brandon Sheldon Notary</b>			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory <b>William Cass, Asst. Commissioner</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <b>Emily C. Young</b> On: <b>4/1/19</b>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency, as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or 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, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

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

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials 

Date

2/19/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9; or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_

*JB*  
2/9/19

## 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.

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.

# State of New Hampshire

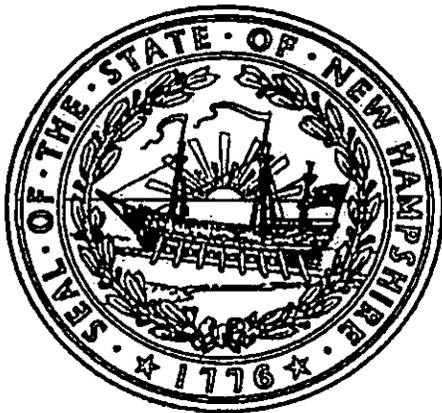
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BERGERON COMMERCIAL APPRAISAL, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 19, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 682340

Certificate Number: 0004218816



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of December A.D. 2018.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

---

Business Name:	BERGERON COMMERCIAL APPRAISAL, LLC	Business ID:	682340
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Member Managed		
Business Creation Date:	11/19/2012	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	11/19/2012		
Principal Office Address:	487 State St, Portsmouth, NH, 03801, USA	Mailing Address:	NONE
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2019
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	kathy@bergeronappraisal.com	Phone #:	603-436-3009
Notification Email:	kathy@bergeronappraisal.com	Fiscal Year End Date:	NONE

---

### Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / real estate appraisal services	

---

Page 1 of 1, records 1 to 1 of 1

---

## Principals Information

---

Name/Title	Business Address
Stephen Bergeron John / Member	199 Wibird Street, Portsmouth, NH, 03801, USA
Kathleen Bergeron Holden / Member	199 Wibird St., Portsmouth, NH, 03801, USA

Page 1 of 1, records 1 to 2 of 2

---

## Registered Agent Information

---

Name: Bergeron, Stéphen J

Registered Office Address: 487 State St, Portsmouth, NH, 03801, USA

Registered Mailing Address: 487 State St, Portsmouth, NH, 03801, USA

---

## Trade Name Information

---

No Trade Name(s) associated to this business.

---

## Trade Name Owned By

---

No Records to View.

---

## Trademark Information

---

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

---

[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)

[Shares](#)   [Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

Version 2.1 © 2014 PCC Technology Group, LLC, All Rights Reserved.

# **BERGERON COMMERCIAL APPRAISAL**

*CONSULTANTS IN REAL ESTATE VALUATION*

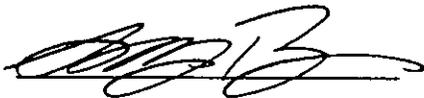
---

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

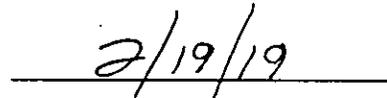
## **Certificate of Vote**

### **Members of Bergeron Commercial Appraisal, LLC**

Effective February 19, 2019, the two sole members of Bergeron Commercial Appraisal, LLC, authorize Stephen J. Bergeron to submit a bid for the Multi Vendor Appraisal Proposal Statewide Acquisition Program to be performed for the State of New Hampshire, Department of Transportation, Stephen A. Bernard. – Chief Right of Way Appraiser.



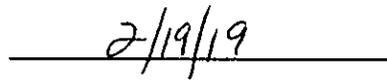
Stephen J. Bergeron, Member



Date



Kathleen H. Bergeron, Member



Date



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/27/2018

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

AGENCY <b>State Farm</b> Aileen Dugan State Farm Agency 93 Middle St Portsmouth, NH 03801		PHONE (AG No. Ext.) 603 433 3114		COMPANY MAIC # 25143 State Farm Fire and Casualty Company	
FAX (AG No.) 603 433 8708		E-MAIL ADDRESS: randi@aleendugan.com			
CODE: AGENCY CUSTOMER ID #		SUB CODE:			
INSURED 487 State St LLC DBA Bergeron Commercial Appraisal LLC 487 State St Portsmouth, NH 03801		LOAN NUMBER		POLICY NUMBER 94-BF-8273-0	
		EFFECTIVE DATE 04/28/2018		EXPIRATION DATE 04/28/2019	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
 487 State St Unit 1  
 Portsmouth, NH 03801

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL			
Building					\$137,600	
Business Property					\$28,900	
Business Liability					\$1,000,000	
General Aggregate					\$2,000,000	
Medical Payments					\$5,000	
						\$600

**REMARKS (Including Special Conditions)**

**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.

**ADDITIONAL INTEREST**

NAME AND ADDRESS	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE			

*[Signature]*



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

3 Ravinia Drive  
Atlanta GA 30346-2117

Named Insured

AT2 M-28-92EB-FB52 F U

003940 3125  
487 STATE ST LLC DBA BERGERON  
COMMERCIAL APPRAISAL LLC  
487 STATE ST  
PORTSMOUTH NH 03801-4326

Policy Number	94-BF-8273-0	
Policy Period	Effective Date	Expiration Date
12 Months	APR 26 2018	APR 26 2019
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address

AILEEN DUGAN  
93 MIDDLE ST  
PORTSMOUTH NH 03801-4382

PHONE: (603) 433-3114



0107-9F-1-1001

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: Limited Liability Company

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

POLICY PREMIUM \$ 795.00

Discounts Applied:  
Renewal Year  
Years In Business  
Claim Record

Prepared  
FEB 12 2018  
CMP-4000 NH

031113 294 1  
E 11,89

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

Page 1 of 7

530-088 v.2 05-31-2011 (e10221e)

## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for 487 STATE ST LLC DBA BERGERON  
 Policy Number 94-BF-8273-0



0307-ST-1-1001

**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-3650	*Actual Cash Value Endorsement
FE-6998.2	*Terrorism Insurance Cov Notice
CMP-4220	Amendatory Endorsement
CMP 4786	Addl Insd Owners Lessee Scted
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-8007	Inland Marine Attach Dec

Prepared  
 FEB 12 2018  
 CMP-4000 NH

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

031115 294  
 E

Continued on Reverse Side of Page

Page 5 of 7

RENEWAL DECLARATIONS (CONTINUED)

Office Policy for 487 STATE ST LLC DBA BERGERON  
Policy Number 94-BF-8273-0

\* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

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

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
1 HAZEN DR  
CONCORD NH 033016502

THE CITY OF DOVER NH  
288 CENTRAL AVE  
DOVER NH 038204198

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.

*Lynne M. Yawell*  
Secretary

*Michael J. Tynan*  
President

FEB 12 2018

Prepared  
FEB 12 2018  
CMP-4000 NH

031115

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Next Page



LIA Administrators & Insurance Services

APPRAISAL AND VALUATION
PROFESSIONAL LIABILITY INSURANCE POLICY



ASPEN

DECLARATIONS

ASPEN AMERICAN INSURANCE COMPANY
(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rocky Hill, CT 06067

Table with 3 columns: Date Issued (03/06/2018), Policy Number (AAI005992-04), Previous Policy Number (AAI005992-03)

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item

Form containing 9 items: 1. Customer ID: 149071, Named Insured: BERGERON COMMERCIAL APPRAISAL LLC; 2. Policy Period: From: 05/01/2018 To: 05/01/2019; 3. Deductible: \$1,000 Each Claim; 4. Retroactive Date: 05/01/2000; 5. Inception Date: 05/01/2015; 6. Limits of Liability: A. \$1,000,000 Each Claim; B. \$1,000,000 Aggregate; 7. Mail all notices, including notice of Claim, to: LIA Administrators & Insurance Services; 8. Annual Premium: \$2,355.00; 9. Forms attached at issue: LIA002 (12/14) LIA NH (02/15) LIA012 (12/14) LIA013 (10/14) LIA025A (11/14) LIA122 (10/14) LIA131 (10/14).

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

03/06/2018

Date

LIA-001 (12/14)

By [Signature]
Authorized Signature

Aspen American Insurance Company

**Appraisal and Valuation  
Professional Liability Insurance Policy**



**Named Insured:** BERGERON COMMERCIAL APPRAISAL LLC  
Stephen J. Bergeron

**Policy Number:** AAI005992-04  
**Effective Date:** 05/01/2018  
**Customer ID:** 149071

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

**ADDITIONAL COVERED APPRAISERS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Section IV. DEFINITIONS (I) "Insured" 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
Stephen J. Bergeron	05/01/2018	Principal/Owner
Kathleen H. Bergeron	05/01/2018	Principal/Owner
Robert C. Comito	05/01/2018	Appraiser

All other terms, conditions, and exclusions of this Policy remain unchanged.

**Appraisal and Valuation  
Professional Liability Insurance Policy**



**Named Insured:** BERGERON COMMERCIAL APPRAISAL LLC  
Stephen J. Bergeron

**Policy Number:** AA1005992-04  
**Effective Date:** 05/01/2018  
**Customer ID:** 149071

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

**COMMERCIAL APPRAISAL ENDORSEMENT**

In consideration of the premium charged, it is agreed that the Insureds identified below have been approved by the Company to perform Professional Services involving Commercial Property.

<u>Insured</u>	<u>Effective Date of Approval</u>
Stephen J. Bergeron	05/01/2018
Kathleen H. Bergeron	05/01/2018
Robert C. Comito	05/01/2018

Exclusion (N) remains unchanged and effective, however, unless the Insured identified is approved for Professional Services involving undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments or apartment developments consisting of 10 units or more.

All other terms, conditions, and exclusions of this Policy remain unchanged.



PO Box 8000  
Ballston Spa, NY 12020-8000

DECLARATIONS PAGE

NAMED INSURED  
AT2 000042 0058 29-92EB-2 A A  
BERGERON, STEPHEN & KATHLEEN  
199 WIBIRD ST  
PORTSMOUTH NH 03801-5036

POLICY NUMBER 073 8893-D27-29A  
POLICY PERIOD SEP 15 2018 to APR 27 2019  
12:01 A.M. Standard Time

AGENT  
AILEEN DUGAN  
93 MIDDLE ST  
PORTSMOUTH, NH 03801-4382

PHONE: (603)433-3114

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 ID NUMBER	CLASS
2017	JEEP	WRANGLER	SPORT WG	1C4BJWDG6HL719926	603HMOM000

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
	Liability Coverage	\$100.19
	Bodily Injury Limits	
	Each Person: Each Accident	
	\$250,000 . \$500,000	
	Property Damage Limit	
	Each Accident	
	\$100,000	
C	Medical Payments Coverage	\$6.34
	Limit: Each Person	
	\$5,000	
	Comprehensive Coverage - \$100 Deductible	\$25.54
G	Collision Coverage - \$500 Deductible	\$70.21
	Uninsured Motor Vehicle Coverage	\$43.19
	Bodily Injury Limits	
	Each Person: Each Accident	
	\$250,000 \$500,000	
<b>Total premium for SEP 15 2018 to APR 27 2019</b>		<b>\$255.45</b> This is not a bill

IMPORTANT MESSAGES

Replaced policy number 0738893-29.

Your total renewal premium for OCT 27 2018 to APR 27 2019 is \$200.82.

\* The total premium listed above reflects a recent change to your policy and the 6 month renewal premium.

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

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate. If you would like us to reevaluate your credit-based insurance score or have any questions on how your premium was determined, please contact your State Farm agent.

## Qualifications of Stephen J. Bergeron, MAI

### PROFESSIONAL MEMBERSHIPS:

Appraisal Institute - MAI Designation

New Hampshire Chapter of the Appraisal Institute  
NHCIBOR – Affiliate Member

### STATE LICENSES:

New Hampshire State Certified General Appraiser - # 512

### EMPLOYMENT:

2000 – Present

Bergeron Commercial Appraisal  
Principal

1992 – 2000

F & M Appraisal Group, Inc.  
Commercial Appraiser

### EDUCATION:

Bentley College, Waltham, Massachusetts - BS degree in Business Management

### APPRAISAL EDUCATION:

#### Successfully Completed:

Basic Income Capitalization - Exam 310  
Standards of Professional Practice A & B - Exams 410 & 420  
Advanced Income Capitalization - Exam 510  
Report Writing and Valuation Analysis - Exam 540  
Advanced Applications - Exam 550  
Case Studies in Commercial Highest & Best Use  
Attacking and Defending Appraisals in Litigation – Ted Whitmer  
Valuing Partial Interests – Divided  
Real Estate Fraud  
Condemnation Appraisal – 710  
Subdivision Analysis  
Real Estate Finance, Statistics, and Valuation Modeling  
Evaluating Construction – Residential & Commercial  
Appraisal Review  
Uniform Appraisal Standards of Federal Land Acquisitions  
Office Building Valuation; A Contemporary Perspective  
Appraisal Review  
Uniform Standards of Federal Land Acquisitions

#### Challenged:

Appraisal Principles - Exam 110  
Appraisal Procedures - Exam 120  
General Applications - Exam 320  
Highest and Best Use & Market Analysis - Exam 520  
Advanced Sales & Cost Approach - Exam 530

### SOFTWARE:

Argus Real Estate Investment Software

### APPRAISAL ASSIGNMENTS:

Commercial real estate appraisal experience includes the following property types: office, industrial, retail shopping centers, apartment complexes, residential subdivisions, affordable housing, LIHTCs, restaurants, auto dealerships, health clubs, movie theaters, mill buildings, medical office, schools, bank branches, and land leases.



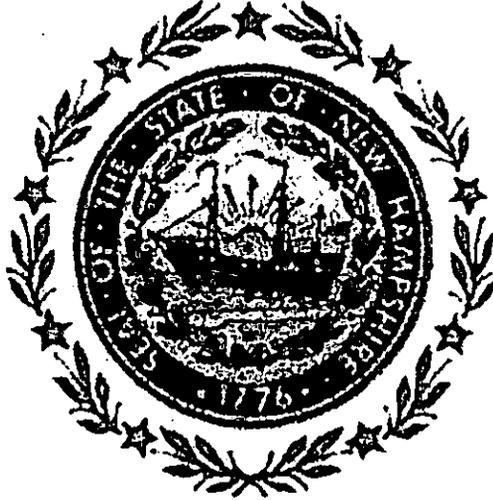
# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: STEPHEN J BERGERON



Certificate No: NHCG-512

EXPIRATION DATE: 02/29/2020

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

Certified General Appraiser

ISSUED TO: STEPHEN J BERGERON



Certificate No:  
NHCG-512

EXPIRATION DATE:  
02/29/2020

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

## QUALIFICATIONS OF KATHLEEN HOLDEN BERGERON, MAI

### PROFESSIONAL MEMBERSHIPS:

Appraisal Institute - MAI Designation  
New Hampshire Chapter of the Appraisal Institute

### STATE LICENSES:

New Hampshire State Certified General Appraiser - # 595

### EXPERIENCE:

2000 - Present	Bergeron Commercial Appraisal Commercial Appraiser
1999 - 2000	F & M Appraisal Group, Inc. Commercial Appraiser

### EDUCATION:

University of New Hampshire, Whittemore School of Business and Economics - BS degree, Business Administration

### APPRAISAL EDUCATION:

Appraisal Principles -- Exam 110  
Appraisal Procedures -- Exam 120  
Basic Income Capitalization - Exam 310  
Standards of Professional Practice A & B - Exams 410 & 420  
Advanced Income Capitalization - Exam 510  
Advanced Cost & Sales Comparison -- Exam 530  
Report Writing and Valuation Analysis -- Exam 540  
Advanced Applications -- Exam 550  
Highest & Best Use Analysis -- Exam 520  
Attacking and Defending Appraisals in Litigation -- Ted Whitmer  
Business Practice and Ethics  
Apartment Appraisal Concepts and Applications  
*Marshall & Swift* Commercial Cost Analysis  
Subdivision Analysis  
Real Estate Finance, Statistics, and Valuation Modeling

### APPRAISAL ASSIGNMENTS:

Real estate appraisal experience includes the following: commercial land and residential subdivisions; apartment complexes; retail properties, including neighborhood and community shopping centers; proposed construction; mixed-use properties; industrial properties; manufacturing facilities; office properties, and; special use assignments, including restaurants, going-concern values, feasibility analyses, auto dealerships and LIHTC affordable housing properties.

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: KATHLEEN H BERGERON



Certificate No: NHCG-595

EXPIRATION DATE: 07/31/2019

## State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
Certified General Appraiser  
ISSUED TO: KATHLEEN H BERGERON



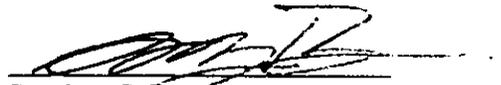
Certificate No:  
NHCG-595

EXPIRATION DATE:  
07/31/2019

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

**Debarment Clause for Bergeron Commercial Appraisal, LLC**

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

  
Stephen J. Bergeron  
Bergeron Commercial Appraisal, LLC

**Debarment Clause for Bergeron Commercial Appraisal, LLC**

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

A handwritten signature in cursive script, appearing to read "Kathleen H. Bergeron".

Kathleen H. Bergeron  
Bergeron Commercial Appraisal, LLC

# **BERGERON COMMERCIAL APPRAISAL**

**CONSULTANTS IN REAL ESTATE VALUATION**

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

December 5, 2018

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

Dear Mr. Bernard:

Attached is the information requested for inclusion in New Hampshire's Multi Vendor Appraisal Proposal Statewide Acquisition Program. Attached is the insurance information, Licenses, Certificate of Good Standing, and signed Debarment Clause. We are exempt from workmen's compensation coverage. The following two appraisers will be performing work for the NHDOT. The names and respective hourly rates are as follows:

Stephen J. Bergeron, MAI – NHCG-512: \$250 / hour

Kathleen H. Bergeron, MAI – NHCG-595 \$250 / hour

Please don't hesitate to contact me if you have any questions or if any additional info is required to remain on the NHDOT's approved appraisers list and 2019-2024 Statewide contract.

Sincerely,



Stephen J. Bergeron, MAI

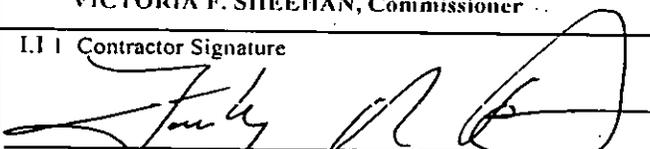
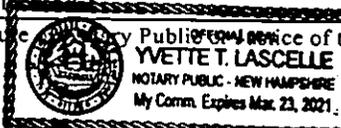
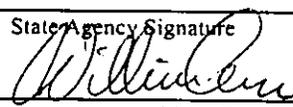
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301</b>	
1.3 Contractor Name <b>Capital Appraisal Associates, Inc. (Vendor #156083)</b>		1.4 Contractor Address <b>128 South Fruit Street Concord NH 03301</b>	
1.5 Contractor Phone Number <b>603-228-9040</b>	1.6 Account Number <b>015-096-3054-046-0464 or 017-096-7507-046-0464</b>	1.7 Completion Date <b>5 YEARS AFTER G&amp;C APPROVAL</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>Timothy R. Daniels, President</b>	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Merrimack</b>  On <b>Feb. 19, 2019</b> , 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  [Seal]		1.13.2 Name and Title of Notary Public or Justice of the Peace <b>Yvette T. Lascelle, Notary Public</b>	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <b>William Coss, Asst. Commissioner</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <b>Emily C. Shing</b> On: <b>4/1/19</b>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

\*Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**S. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses; of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this





Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9; or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT,** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## EXHIBIT A

### 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.

**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.

# 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 Profit Corporation registered to transact business in New Hampshire on September 12, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 257315

Certificate Number : 0004168856



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of August A.D. 2018.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

---

Business Name:	CAPITAL APPRAISAL ASSOCIATES, INC.	Business ID:	257315
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	09/12/1996	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	09/12/1996		
Principal Office Address:	128 S FRUIT ST, CONCORD, NH, 03301, USA	Mailing Address:	128 S FRUIT ST, CONCORD, NH, 03301, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2019
		Next Report Year:	2020
Duration:	Perpetual	Phone #:	NONE
Business Email:	capitalappraisal@comcast.net	Fiscal Year End Date:	NONE
Notification Email:	capitalappraisal@comcast.net		

---

### Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / APPRAISING REAL ESTATE & PERSONAL PROPERTY, ETC.	

Page 1 of 1, records 1 to 1 of 1

---

### Principals Information

---

Name/Title	Business Address
Timothy Daniels Randolph / President	128 South Fruit Street, Concord, NH, 03301, USA
Kathleen Daniels Jean / Director	128 South Fruit Street, Concord, NH, 03301, USA

Page 1 of 1, records 1 to 2 of 2

---



**Registered Agent Information**

---

Name: Daniels, Timothy R

Registered Office Address: 38 SECOND ST, CONCORD, NH, 03301, USA

Registered Mailing Address: 38 SECOND ST, CONCORD, NH, 03301, USA

---

**Trade Name Information**

---

No Trade Name(s) associated to this business.

---

**Trade Name Owned By**

---

No Records to View.

---

**Trademark Information**

---

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

---

[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)

[Shares](#)   [Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

Version 2.1 © 2014 PCC Technology Group, LLC, All Rights Reserved.

**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, February 19, 2019, at 11:00 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.

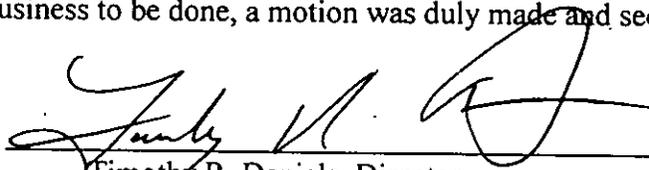
Timothy R. Daniels took the position of chairman of the meeting.

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

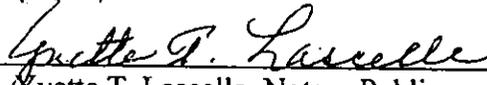
**RESOLVED:** That Timothy R. Daniels, President, is hereby authorized to submit a bid for the *Multi Vendor Appraisal Proposal Statewide Acquisition Program* to be performed for the *State of New Hampshire, Department of Transportation, Stephen A. Bernard, Chief Right-of-Way Appraiser.*

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

2/19/2019  
Date

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

2/19/2019  
Date

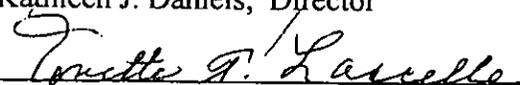
  
\_\_\_\_\_  
Yvette T. Lascelle, Notary Public  
My Commission expires March 30, 2021



2/19/2019  
Date

  
\_\_\_\_\_  
Kathleen J. Daniels, Director

2/19/2019  
Date

  
\_\_\_\_\_  
Yvette T. Lascelle, Notary Public  
My Commission expires March 30, 2021





DECLARATIONS  
for  
REAL ESTATE PROFESSIONAL  
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS A CLAIMS MADE INSURANCE POLICY.

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

Insurance is afforded by the company indicated below: (A capital stock corporation)

Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: RAB4449237-18

Renewal of:

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

---

Item 1. Named Insured: Capital Appraisal Associates, Inc

Item 2. Address: 128 South Fruit St  
City, State, Zip Code: Concord, NH 03301  
Attn:

Item 3. Policy Period: From 04/27/2018 To 04/27/2019  
(Month, Day, Year) (Month, Day, Year)  
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 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  
C. \$ 500,000 Limit of Liability - Fair Housing Claims  
D. \$ 500,000 Limit of Liability - Fungi Claims

Item 5. Deductible: (inclusive of Claim Expense): \$ 2,500 Each Claim

Item 6. Premium: \$ 2,238.00

Item 7. Retroactive Date (if applicable): 09/12/1995

Item 8. Forms, Notices and Endorsements attached:

D43100 (03/15) D43300 NH (03/15)  
D43448 (06/17) D43447 (06/17) D43444 (03/17)  
D43421 (03/15) D43432 (05/13) D43425 (05/13) IL7324 (08/12)

*Betsy A. Magnuson*

Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2018

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 ISSUED. 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 have ADDITIONAL INSURED provisions or 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 Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC		
	PHONE (A/C, No, Ext): (603) 715-9754	FAX (A/C, No): (603) 225-7935	
	E-MAIL ADDRESS: msnell@davistowle.com		
INSURED  Capital Appraisal Associates, Inc. 128 South Fruit Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Merchants Mutual Insurance		23329
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

### 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEM. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BOP9089726	8/1/2018	8/1/2019	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 - COM/POP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BOP9089726	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP9139809	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA9095641	8/1/2018	8/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Timothy Daniels and Kathy Daniels are Excluded Officers under the Worker's Compensation  
Workers Compensation Information \*\*3A States: NH

Timothy Daniels and Kathy Daniels are Excluded Officers under the Worker's Compensation The Certificate Holder is an Additional Insured on the General Liability per written contract. The General Liability additional insured provision includes ongoing and completed operations when required by written contract

### CERTIFICATE HOLDER CANCELLATION

State of NH Dept of Transportation Bureau of Right of Way 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 <i>Mary Ellen Snell</i>
---	--

**APPRAISAL QUALIFICATIONS  
OF  
TIMOTHY R. DANIELS**

New Hampshire Certified  
General Appraiser #46

**EDUCATION**

*Plymouth State College, Plymouth, NH*

*BS. - Local & Regional Planning/Real Estate*

**Real Estate Courses:**

Real Estate Brokerage and Appraisal  
Real Estate Investment and Development  
Land Use Law  
Local and Regional Planning  
State and Local Government

**Appraisal Institute**

Course 1 BA Capitalization Theory & Techniques, Part A  
Course 1 BB Capitalization Theory & Techniques, Part B  
Course SPP Standards of Professional Practice, Part A  
Course SPP Standards of Professional Practice, Part B  
Course SPP Standards of Professional Practice, Part C  
Course 2-1 Case Studies in Real Estate Valuation  
Course 400 - Seven Hour National USPAP Update  
Course 1336 - Appraising Environmentally Contaminated Properties  
Appraisal Curriculum Overview  
Business Practices and Ethics  
Subdivision Valuation  
Eminent Domain & Condemnation  
Online Tools: New Technology for Real Estate Appraisers

Cool Tools: New Technology for Real Estate Appraisers

*Society of Real Estate Appraisers*

Course 101 - Introduction to Appraising Real Property

Course 102 - Applied Residential Property Valuation

*International Right-of-way Association*

Course 401 - Appraisal of Partial Acquisitions

Course 403 - Easement Valuation

*Trans American Institute of Professional Studies, Inc.*

National USPAP Update - Maine #1860

*J M B Real Estate Academy, Inc.*

Appraising Income Properties

Investment Analysis for Real Estate Appraisers

Uniform Standards of Professional Appraisal Practice

*N.H. Association of Assessing Officials*

Marshall and Swift Commercial Estimating

*The Beckman Company*

The Technical Inspection of Real Estate

*Brooks Real Estate Services*

National USPAP Update

*The Lemay School of Real Estate Services*

National USPAP Update (2014/2015)

National USPAP Update (2016/2017)

National USPAP Update (2018/2019)

Darker Shades of Gray (3/10/15)

Beyond Paired Sales Analysis (11/11/16)

Ad-Hoc (8/15/18)

*The McKissock Company Attended Estate*

Federal Land Acquisition

Appraising Historic Properties

Private Appraisal Assignments

2-4 Family Finesse Appraisal Trends

Construction Details and Trends

Appraisal of Self-Storage Facilities (9/8/14)

Appraisal of Owner-Occupied Commercial Properties (4/10/16)

Residential Appraisal Review and USPAP Compliance (11/1/16)

Supervisor-Trainee Course for New Hampshire (5/23/18)

The Cost Approach (10/16/18)

*Seminars Attended*

Small Residential Income Appraisal Report Writing

Road and Access Law in New Hampshire - National Business Institute

Economics for Appraisers - sponsored by the NH Chapter of the Appraisal Inst.

Litigation Skills for the Appraiser - Appraisal Institute New Hampshire Chapter

Attacking and Defending an Appraisal in Litigation - Ted Whitmer

Land Use Planning and Eminent Domain - National Business Institute

Supervisor/Apprentice Training Seminar - NH Real Estate Appraiser Board

Calculator Method Workshop - Marshall and Swift

**OTHER ACHIEVEMENTS**

Received Educational Grant from the Society of Real Estate Appraisers  
for Appraisal Training. (Summer 1988)

Received the First Annual Marcy Fulweiler Scholarship from the  
Society of Real Estate Appraisers. (January 1990)

**PROFESSIONAL EXPERIENCE**

**May 1987 - 1989**

Appraiser/Trainee - Capital Appraisal Associates,  
Real Estate Appraisers and Consultants.

**May 1989 - May 1994**

Staff Appraiser - Capital Appraisal Associates,  
Real Estate Appraisers and Consultants.

**May 1994 - November 2001**

Fee appraiser - Formed Daniels Real Estate Appraisal Services  
Real Estate Appraiser and Consultant.

**November 2001 - Present**

President - Capital Appraisal Associates, Inc.  
Real Estate Appraisers and Consultants

**PROFESSIONAL AFFILIATIONS**

M.A.I. Candidate #M920472 of the Appraisal Institute, NH Chapter #139  
Certified in New Hampshire as a General Appraiser #46

**COURT EXPERIENCE**

Qualified as an expert witness for the NH Board of Tax and Land Appeals

Qualified as an expert witness for the United States Federal Court

**NH REAL ESTATE APPRAISAL CERTIFICATE**

**State of New Hampshire**

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: TIMOTHY R DANIELS



Certificate No: NHCG-46

EXPIRATION DATE: 03/31/2019



**APPRAISAL QUALIFICATIONS**  
of  
**LOUIS C. MANIAS**  
New Hampshire Certified General Appraiser  
License No. 5

**Education**

Appraisal University

2012 - Site Analysis and Valuation

2012 - Appraising Historic Property

New Hampshire Real Estate Appraiser Board

2005 - Supervisor/Apprentice Training Seminar

LeMay School of Real Estate

2018 – HP-12C Bootcamp & Appraisal Math Review

2017 - National USPAP Update 2018-19

2015 - National USPAP Update  
Darker Shades of Gray

2014 - The Strange Case on Agile Mountain

2013 - National USPAP Update

2012 - Beyond Paired Sales

2010 - 2010-2011 National Uniform Standards of Appraisal Practice Update Seminar

2009 - National Uniform Standards of Appraisal Practice Update Course

2006- Federal Land Acquisition Appraising

2005 - Statistics & Modeling

Brooks Real Estate Services

2012 - National Uniform Standards of Appraisal Practice Update Course

2003 - National Uniform Standards of Appraisal Practice Update Course

Society of Real Estate Appraisers Seminar

Guide to Small Residential Income Property Form

Marshall & Swift

2004 - Calculator Method Workshop

JMB Real Estate Academy

2011 - Statistics, Modeling & Finance

1996 - Uniform Standards of Appraisal Practice Update Course

1995 - Appraising Income Properties

Institute of Real Estate Technologies

1993 - Let's Get Real About the Cost Approach

American Institute of Real Estate Appraisers

2007 - Appraising Contaminated Properties Seminar

1999 - Board of Tax & Land Appeal Preparedness Seminar

1998 - Litigation Skills for the Real Estate Appraiser  
Standards of Professional Practice

1987 - Capitalization Techniques, Parts A & B

1986 - Basic Valuation Procedures

Principles of Real Estate Appraisal

McKissock Data Systems

2018 - Basics of Expert Witness for Commercial Appraisal

2018 - Appraisal of Land Subject to Ground Leases

2016 - Residential Appraisal Review

2016 - Even Odder - More Oddball Appraisals

2014 - Appraising Self Storage Facilities

2011 - Introduction to Expert Witness Testimony

2008 - Private Appraisal Assignments

The Cost Approach

Mortgage Fraud - Protect Yourself

2005 - National Uniform Standards of Appraisal Practice Update Course  
Fannie Mae Revisions and the Appraiser  
Appraising High Value Residential Properties  
Appraisal Review

1999 - FHA Exam Prep and Residential Appraisal Guidelines

Trans-American Institute of Professional Studies, Inc.

2007 - National Uniform Standards of Appraisal Practice Update Course

Lee Institute of Real Estate

1986 - Course for Real Estate Salesman's License

University of New Hampshire

1975 - 1977 -- Liberal Arts Course

### Professional Experience

- 1989 - Present: Capital Appraisal Associates  
128 So. Fruit Street, Concord, New Hampshire 03301
- 1985 - 1989: Manias Appraisal Associates  
101 Centre Street, Concord, New Hampshire 03301
- 1981 - 1985: Co-owner Fife and Drum Restaurant  
84 North Main Street, Concord, NH 03301

### Professional Affiliations

- 2002 - President Elect - Association of Appraiser Regulatory Officials  
2001 - Vice President - Association of Appraiser Regulatory Officials  
1999 - 2000 - Director at Large - Association of Appraiser Regulatory Officials  
2001 - 2003 - Chairman of the New Hampshire Real Estate Appraiser Board  
1996 - 2003 - Member of the New Hampshire Real Estate Appraisal Board  
Certified Compliance Inspector - U. S. Department of H.U.D.  
Certified Appraiser - U. S. Department of H.U.D.

### Court Experience

- Qualified Expert - Belknap County  
Qualified Expert - Carroll County  
Qualified Expert - Cheshire County  
Qualified Expert - Coos County  
Qualified Expert - Grafton County  
Qualified Expert - Hillsborough County  
Qualified Expert - Merrimack County  
Qualified Expert - Rockingham County  
Qualified Expert - Strafford County  
Qualified Expert - Sullivan County  
Qualified Expert - NH Board of Tax & Land Appeals  
Qualified Expert - US Bankruptcy Court - NH Division
- Qualified as an expert in real estate appraisal in many local district courts.

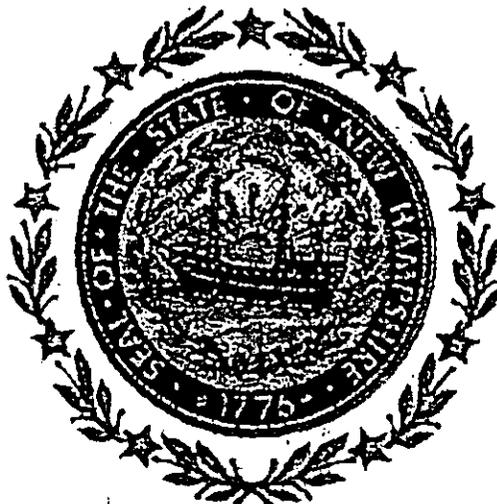
# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

CERTIFIED GENERAL APPRAISER

ISSUED TO: LOUIS C MANIAS



NHCG-5

EXPIRATION DATE: 04/30/2020

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

Certified General Appraiser

ISSUED TO: LOUIS C MANIAS



NHCG-5

EXPIRATION DATE:  
04/30/2020

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

**APPRAISAL QUALIFICATIONS  
OF  
ERNEST TOUMPAS**

New Hampshire  
Certified General Appraiser #731

**EDUCATION**

**University of New Hampshire, Durham, NH**

1976 - Bachelor of Science - Business Administration

**J M B Real Estate Academy, Inc.**

2003 - Basics of Real Estate Appraising  
2003 - Appraising 1-4 Family Properties  
2003 - National Uniform Standards of Professional Appraisal Practice  
2004 - Appraising Income Properties  
2005 - Residential Market Analysis and Highest & Best Use  
2006 - Residential Site Valuation and Cost Approach  
2006 - Advanced Income Property Appraising  
2007 - National USPAP Update Seminar

**Massachusetts Board of Real Estate Appraisers**

2007 - Appraising Complex Residential Properties

**Lemay School of Real Estate**

2006 - Real Estate Finance  
2008 - Beyond Paired Sales  
2008 - National USPAP Update Seminar  
2010 - Seminar, 2010-2011 National USPAP Update  
2012 - Uniform Appraisal Standards for Federal Land Acquisitions  
2012 - Seminar, 2012-2013 National USPAP Update  
2013 - The Strange Case on Agile Mountain  
2014 - Seminar, 2014-2015 National USPAP Update  
2015 - Darker Shades of Gray  
2015 - Seminar, 2016-2017 National USPAP Update  
2016 - Beyond Paired Sales  
2017 - HP12C Bootcamp & Appraisal Math Review  
2017 - Seminar, 2018-2019 National USPAP Update

**Trans-American Institute of Professional Studies, Inc.**

2008 - Appraising in the Foreclosure Market

2004 - National USPAP Update Seminar

**McKissock Education**

2009 - Private Appraisal Assignments

2010 - Residential Report Writing

2011 - Introduction to Residential Green Building

2011 - Introduction to Regression Analysis

2011 - Deriving and Supporting Adjustments

2013 - Introduction to Expert Witness Testimony

2014 - Appraisal of Self Storage Facilities

2016 - Appraisal of Assisted Living Facilities

**PROFESSIONAL EXPERIENCE**

**December 2007 - Present**

Certified General Appraiser - Capital Appraisal Associates,  
Real Estate Appraisers and Consultants.

**2005 - 2007**

Licensed Residential Appraiser - Capital Appraisal Associates,  
Real Estate Appraisers and Consultants.

**2003 - 2005**

Appraiser/Trainee - Capital Appraisal Associates,  
Real Estate Appraisers and Consultants.

**1988 - 2002**

New Hampshire Army National Guard

Military Personnel Technician (1993-2002)

Personnel Database and Personnel Records Branch Chief

Property Account Technician (1988-1993)

1st Battalion 172d Field Artillery

Stock Control & Accounting Supervisor (1982-1988)

**1976 - 1982**

Sears Roebuck & Company, Concord, NH

Division Manager: Hardware, Paint, Electrical, Lawn & Garden

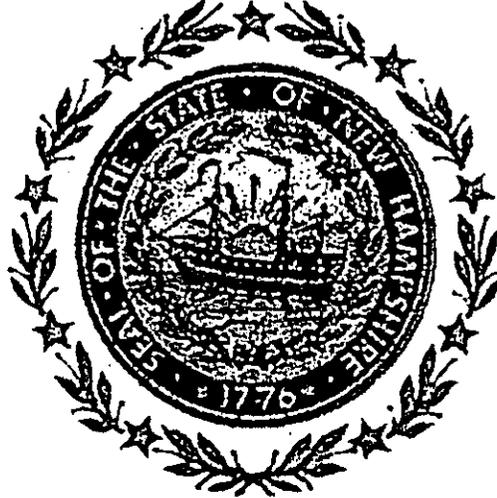
**COURT EXPERIENCE**

Qualified Expert - United States Bankruptcy Court, District of New Hampshire

Qualified Expert - State of New Hampshire, Board of Tax and Land Appeal

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: ERNEST TOUMPAS



Certificate No: NHCG-731

EXPIRATION DATE: 12/31/2019

## State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
Certified General Appraiser  
ISSUED TO: ERNEST TOUMPAS



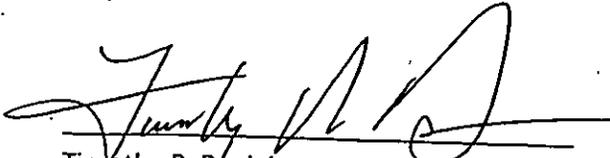
Certificate No:  
NHCG-731

EXPIRATION DATE:  
12/31/2019

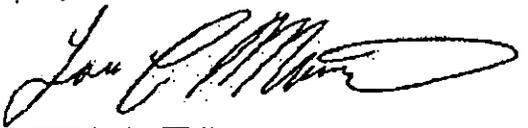
For additional information please contact the Board office at [dawn.couture@nh.gov](mailto:dawn.couture@nh.gov) or visit our web site at <http://www.nh.gov/nhcreab>

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

12/21/18  
Date

  
\_\_\_\_\_  
Louis C. Manias

12/21/18  
Date

  
\_\_\_\_\_  
Ernest Toumpas

12/21/18



**Capital Appraisal Associates, Inc.**

*Real Estate Appraisers and Consultants*

128 South Fruit Street, Concord, New Hampshire 03301

(603) 228-9040 - FAX (603) 228-2072

December 27, 2018

DEPT. OF TRANSPORTATION  
RIGHT-OF-WAY

DEC 28 2018

RECEIVED

Mr. Stephen A. Bernard  
Chief Right-of-Way Appraiser  
The State of New Hampshire  
Bureau of Right-of-Way  
J.O. Morton Bldg. - Room 100  
7 Hazen Drive  
Concord, NH 03302-0483

Multi Vendor Appraisal Proposal  
Statewide Acquisition Program

Dear Mr. Bernard:

Thank you for your letter of November 13, 2018, and we appreciate the opportunity to participate in the appraisal program.

Attached as requested are the following:

**1. The appraisers who will perform and sign work are:**

Timothy R. Daniels, NH Certified General Appraiser #46

Louis C. Manias, NH Certified General Appraiser #5

Ernest Toumpas, NH Certified General Appraiser # 731

**2. Per diem rate for each staff member participating. Rates will stay in effect for the length of the contract.**

Timothy R. Daniels, Louis Manias & Ernest Toumpas each @\$1,000.00 per day.

**3. A Certificate of Good Standing from the New Hampshire Secretary of State's Office, as well as a copy of the Certificate of Vote, if a corporation.**

Attached is the Certificate of Good Standing

Attached is the Certificate of Vote.

**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". The signature is stylized with a large initial 'T' and 'D'.

Timothy R. Daniels, President

TRD:ytI

Attachments.

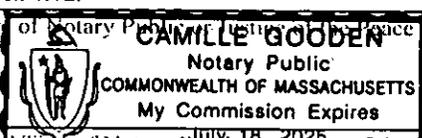
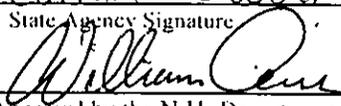
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301</b>	
1.3 Contractor Name <b>Colliers International Valuation and Advisory Services, LLC (Vendor #265746)</b>		1.4 Contractor Address <b>160 Federal Street 11<sup>th</sup> Floor Boston MA 02110</b>	
1.5 Contractor Phone Number <b>617-330-8070</b>	1.6 Account Number <b>015-096-3054-046-0464 or 017-096-7507-046-0464</b>	1.7 Completion Date <b>5 YEARS AFTER G&amp;C APPROVAL</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>Corey Gustafson, Managing Director</b>	
1.13 Acknowledgement: State of <b>MASSACHUSETTS</b> County of <b>SUFFOLK</b> On <b>2/15/19</b> , 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 in the State of the Peace  [Seal]		Camille Gooden	
1.13.2 Name and Title of Notary Public in the State of the Peace <b>Camille Gooden, Administrative Assistant</b>			
1.14 State Agency Signature  Date: <b>2/26/19</b>		1.15 Name and Title of State Agency Signatory <b>William Cass, Asst. Commissioner</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <b>Emily C. Barry</b> On: <b>4/1/19</b>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT:**

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

**S. 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-e or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9; or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## EXHIBIT A

### 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.

**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.

# 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 COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 28, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 807872

Certificate Number : 0004217703



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of November A.D. 2018.

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

William M. Gardner  
Secretary of State

# Business Information

## Business Details

---

COLLIERS INTERNATIONAL  
Business Name: VALUATION & ADVISORY SERVICES, LLC Business ID: 807872  
Business Type: Foreign Limited Liability Company Business Status: Good Standing  
Business Creation Date: 11/28/2018 Name in State of Formation: COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC  
Date of Formation in Jurisdiction: 09/08/2011  
Principal Office Address: 9820 Willow Creek Road, Suite 300, San Diego, CA, 92131, USA Mailing Address: 9820 Willow Creek Road, Suite 300, San Diego, CA, 92131, USA  
Citizenship / State of Formation: Foreign/Delaware  
Last Annual Report Year: 2019  
Next Report Year: 2020  
Duration: Perpetual  
Business Email: fna@ferranteandassociates.com Phone #: NONE /  
Notification Email: fna@ferranteandassociates.com Fiscal Year End Date: NONE

---

## Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / Real estate brokerage, sales, management , and other related services	

---



# State of New Hampshire

## Department of State

### 2019 ANNUAL REPORT

Filed
Date Filed: 3/27/2019
Effective Date: 3/27/2019
Business ID: 807872
William M. Gardner
Secretary of State

BUSINESS NAME: <b>COLLIERS INTERNATIONAL VALUATION &amp; ADVISORY SERVICES, LLC</b>
BUSINESS TYPE: <b>Foreign Limited Liability Company</b>
BUSINESS ID: <b>807872</b>
STATE OF FORMATION: <b>Delaware</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
9820 Willow Creek Road Suite 300 San Diego, CA, 92131, USA	9820 Willow Creek Road Suite 300 San Diego, CA, 92131, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: <b>CORPORATION SERVICE COMPANY (150560)</b>
REGISTERED AGENT OFFICE ADDRESS: <b>10 Ferry Street S313 Concord, NH, 03301, USA</b>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<b>OTHER / Real estate brokerage, sales, management , and other related services</b>	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Matthew Hawkins	1140 Bay Street, Suite 4000, Toronto, ON, M5S2B4, CAN	Secretary
Blaine Knoll	9820 Willow Creek Road, Suite 300, SAN DIEGO, CA, 92131, USA	Treasurer
Eduardo E Alegre	801 Brickell Avenue, Suite 850, Miami, FL, 33131, USA	Manager
Dylan E. Taylor	601 UNION STREET, SUITE 3320, Seattle, WA, 98101, USA	Manager

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: <b>Manager</b>		
Signature: <b>Dylan E. Taylor</b>		
Name of Signer: <b>Dylan E. Taylor</b>		

# State of New Hampshire

Filing fee: \$100.00  
Use black print or type.

Filed  
Date Filed: 11/28/2018 02:34:00 PM  
Effective Date: 11/28/2018 02:34:00 PM  
Filing #: 4216295 Pages: 2  
Business ID: 807872  
William M. Gardner  
Secretary of State  
State of New Hampshire  
RSA 304-C:175

## APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

**FIRST:** The name of the limited liability company is \_\_\_\_\_  
Collers International Valuation & Advisor Services, LLC

**SECOND:** The name which it proposes to register and do business in New Hampshire is \_\_\_\_\_  
\_\_\_\_\_

### Principal Business Information:

Principal Office Address: 9820 Willow Creek Road, Suite 300, San Diego, CA 92131  
(no. & street) (city/town) (state) (zip code)

Principal Mailing Address (if different): \_\_\_\_\_  
(no. & street) (city/town) (state) (zip code)

Business Phone: \_\_\_\_\_

Business Email: laf@ferranteandassociates.com

Please check if you would prefer to receive the courtesy Annual Report Reminder by email.

**THIRD:** It is formed under the laws of Delaware

**FOURTH:** The date of its formation is September 8, 2011

**FIFTH:** Describe the nature of the business or purposes to be conducted or promoted in New Hampshire (and if known, list the NAICS Code and Sub Code): \_\_\_\_\_

Real estate brokerage, sales, management, and other related services  
\_\_\_\_\_  
\_\_\_\_\_

**SIXTH:** The name of its registered agent in New Hampshire is:  
Corporation Service Company

The complete address of its registered office **IN NEW HAMPSHIRE** (agent's business address) is:  
10 Ferry Street, Suite 313, Concord, NH 03301  
(no. & street) (city/town) (state) (zip code)

DocuSigned by:  
  
\*Signature: \_\_\_\_\_  
Print or type name: Dylan E. Taylor  
Title: Manager  
Date signed: November 27, 2018

Complete address of person signing: 601 Union Street, Suite 3320  
Seattle, WA 98101  
\_\_\_\_\_

Note: The sale or offer for sale of membership interests of the limited liability company will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). The membership interests of the limited liability company: 1) have been registered or when offered will be registered under RSA 421-B; 2) are exempted or when offered will be exempted under RSA 421-B; 3) are or will be offered in a transaction exempted from registration under RSA 421-B; 4) are not securities under RSA 421-B; OR 5) are federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal Revenue Code and the regulation promulgated thereunder.

\* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989  
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

# State of New Hampshire

Filing fee: \$35.00  
Use black print or type.

Filed  
Date Filed : 11/30/2018 04:30:00 PM  
Effective Date : 11/30/2018 04:30:00 PM  
Filing # : 4217702 Pages : 1  
Business ID : 807872  
William M. Gardner  
Secretary of State  
State of New Hampshire

RSA 304-C:178

## APPLICATION FOR AMENDED REGISTRATION FOR FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for an amended registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is: Colliers International Valuation & Advisor Services, LLC

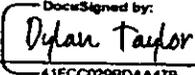
SECOND: The name the limited liability company is currently using in the state of New Hampshire is: Colliers International Valuation & Advisor Services, LLC

THIRD: The state or country of formation is: Delaware

FOURTH: The date the limited liability company was authorized to transact business in the state of New Hampshire is: November 28, 2018

FIFTH: This application is filed for the following reason(s) (complete all applicable items):

- a. The limited liability company has changed its name to: Colliers International Valuation & Advisory Services, LLC
- b. The name the limited liability company will hereafter use in the state of New Hampshire is changed to: Colliers International Valuation & Advisory Services, LLC
- c. The limited liability company has changed the state or country of its formation to: \_\_\_\_\_

\*Signature: 

Print or type name: Dylan E. Taylor

Title: Manager

Date signed: November 29, 2018

\* MUST BE SIGNED BY A MANAGER IF THE LIMITED LIABILITY COMPANY HAS A MANAGER. IF NO MANAGER, MUST BE SIGNED BY A MEMBER. (If the limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.)

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989  
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH



Colliers International Valuation & Advisory Services, LLC  
9820 Willow Creek Road,  
Suite 300  
San Diego, CA 92131

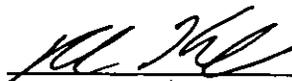
MAIN +1 858 860 3855  
FAX +1 858 860 3840  
colliers.com



Certificate of Vote

Colliers International Valuation & Advisory Services, LLC

Effective February 15, 2019, the Secretary of Colliers International Valuation & Advisory Services, LLC, authorize Corey Gustafson 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, Paul F. Coddington – Chief of Administration, Bureau of Right-of-Way.

  
\_\_\_\_\_  
Blaine Knoll, Treasurer

February 15, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Matthew Hawkins, Secretary

February 15, 2019  
\_\_\_\_\_  
Date



Client#: 323593

COLLIINT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/02/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services NW CL, 801 Union Street, Suite 1000, Seattle, WA 98101. CONTACT NAME: Bailey Hester, PHONE: 206 441-6300, E-MAIL ADDRESS: bailey.hester@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Ohio Casualty Insurance Company (NAIC # 24074), INSURER B: Liberty Insurance Corporation (NAIC # 42404).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WYD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability (EJO57158491), and Workers Compensation and Employers' Liability (WA7691461915029, WA769D46195019).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Workers Compensation Insurance.

CERTIFICATE HOLDER: To Whom It May Concern. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2018

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 FOLLOW. 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> HUB International Insurance Brokers  Suite 1460 777 Hornby Street Vancouver, British Columbia V6Z 1S4	1-604-608-6182  <b>CONTACT NAME:</b> Vanessa Chapin <b>PHONE (A/C, No, Ext):</b> 604-608-6255 <b>FAX (A/C, No):</b> 416-352-1627 <b>E-MAIL ADDRESS:</b> vanessa.chapin@hubinternational.com																					
<b>INSURED</b> Colliers International Valuation & Advisory Services, LLC  9820 Willow Creek Road, Suite 300 San Diego, CA 92131	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Liberty Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Liberty Mutual Insurance Company																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**

CERTIFICATE NUMBER: 54838841

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<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) \$ \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PLVAABP3RJ001	12/01/18	12/01/19	Primary Layer USD 1,000,000

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

**CERTIFICATE HOLDER**

New Hampshire Department of Transportation  
 Bureau of Right-of-Way  
  
 J. J. Morton Bldg. Rm. 100  
 7 in Drive  
 Concord, NH 03302-0483

USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2018

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> HUB International Insurance Brokers  Suite 1460 777 Hornby Street Vancouver, British Columbia V6Z 1S4	1-604-608-6182  CONTACT NAME: Vanessa Chapin PHONE (A/C No. Ext): 604-608-6255 E-MAIL ADDRESS: vanessa.chapin@hubinternational.com FAX (A/C No.): 416-352-1627																					
<b>INSURED</b> Colliers International Valuation & Advisory Services, LLC  9820 Willow Creek Road, Suite 300 San Diego, CA 92131	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Liberty Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Chubb Insurance Company of Canada</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Insurance Company		INSURER B:	Chubb Insurance Company of Canada		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Liberty Mutual Insurance Company																					
INSURER B:	Chubb Insurance Company of Canada																					
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES** CERTIFICATE NUMBER: 54838836 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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLTOABEC5R018	12/01/18	12/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			GLTOABEC5R018	12/01/18	12/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Crime			8132-4965	12/01/18	12/01/19	2,000,000

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

Additional Insured:  
State of New Hampshire

## CERTIFICATE HOLDER

New Hampshire Department of Transportation  
Bureau of Right-of-Way

Jaxton Bldg. Rm. 100  
711 Drive  
Concord, NH 03302-0483

USA

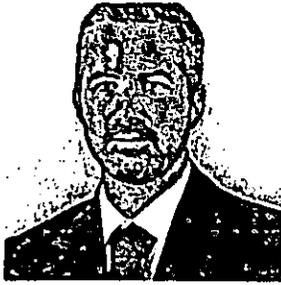
## CANCELLATION

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

AUTHORIZED REPRESENTATIVE



This page has been left blank intentionally.



# Corey Gustafson, MAI

MANAGING DIRECTOR | BOSTON  
Valuation & Advisory Services



corey.gustafson@colliers.com

## EDUCATION AND QUALIFICATIONS

Embry-Riddle Aeronautical University, Bachelor of Science, Aeronautical Science

## STATE CERTIFICATION

Connecticut  
Maine  
Massachusetts  
New Hampshire  
Rhode Island  
Vermont

## CONTACT DETAILS

MOB +1 312 545 5401  
DIR +1 617 330 8070  
FAX +1 617 330 8129

Colliers International  
160 Federal Street  
Boston, MA 02110

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

Corey Gustafson serves as Managing Director of the Boston Office of Colliers International Valuation & Advisory Services with responsibilities throughout New England. He has been actively engaged in the valuation of commercial real estate since 2002, has performed appraisals in all major regions of the continental United States.

## APPRAISAL EXPERIENCE

Mr. Gustafson is experienced in estimating values relating to temporary easements, avigation easements, determining appropriate land rental rates, valuation of utility corridors, right-of-way and other corridor valuations and appraisal review services. He is an approved appraiser with the MassDOT, Connecticut Department of Transportation, Illinois DOT, and the Illinois Tollway.

Significant valuation assignments have included working as the lead appraisal firm on the O'Hare Modernization Project in Chicago, IL. This included the valuation of full takings, partial takings, damage estimates and temporary construction easements for hundreds of properties for the purposes of an expansion of the O'Hare International Airport and construction of the Western O'Hare Bypass Highway. Having completed additional appraisal, review and consulting assignments for right-of-way authorities, airport authorities, municipalities and law firms, Mr. Gustafson has a long history of valuation assignments related to condemnation, consultation, taxation protest and litigation support.

Appraisal experience includes all major commercial properties types, vacant land and residential buildings of a range of complexity. Properties have ranged from single-family homes to multibuilding office, entertainment parks, downtown towers and ground-up construction. Mr. Gustafson heads up a strong group of valuation professionals out of the Boston office with responsibilities

of management, business development, training and appraisal production.

## EMPLOYMENT EXPERIENCE

Mr. Gustafson has previously served as a Valuation Services Director at the Colliers International Chicago Valuation office and a Director at Integra Realty Resources, Chicago, IL and has been actively involved in the commercial appraisal field since 2002.

## PROFESSIONAL AFFILIATIONS AND ACCREDITATIONS

Appraisal Institute, MAI Designation  
Connecticut Department of Transportation (CTDOT) Approved Appraiser  
Massachusetts Department of Transportation (MassDOT) Approved Appraiser  
Massachusetts-Rhode Island Chapter of the Appraisal Institute, Government Relations

## APPRAISAL INSTITUTE COURSES

Successfully completed all courses and experience requirements to qualify for the MAI designation. Mr. Gustafson was awarded the designation in 2011, and has completed the requirements under the continuing education program of the Appraisal Institute.

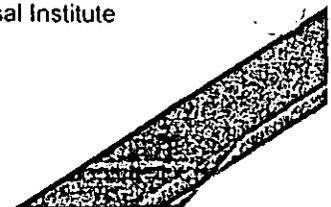
## OTHER RELATED COURSES

Certification of Completion for the Valuation of Conservation Easements program, November 2, 2010, 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.

Successful completion of the Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets as offered by the Appraisal Institute.

Successful completion of the Uniform Standards of Federal Land Acquisitions as offered by the Appraisal Institute

Accelerating success.



# Corey Gustafson, MAI

MANAGING DIRECTOR | BOSTON  
Valuation & Advisory Services

corey.gustafson@colliers.com

---

## CONTACT DETAILS

MOB +1 312 545 5401  
DIR +1 617 330 8070  
FAX +1 617 330 8129

Colliers International  
160 Federal Street  
Boston, MA 02110

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

## REPRESENTATIVE CLIENTS AND PROJECTS

---

Town of Winchester – Appraisal Review Services for Tri-Community Bikeway Project Easements for the purpose of designing a 7-mile bike path connecting neighboring towns of Winchester, Woburn and Stoneham.

Clarendon & Pittsfield Railroad – a 23-mile rail right-of-way from Whitehall Village NY to Rutland VT (Rail Corridor)

The Riverside Reload Center, Rockingham, VT (Rail Corridor and improvements)

Chicago Metropolitan Water Reclamation District – Valuation for Acquisition Purposes, Melrose Park, IL

Commonwealth Edison Utility – Utility Corridor Valuation and Easement Valuation of impressment purposes within the Illinois Tollway right-of-way

Southwest Reliability Project – Appraisal Consulting Assignment (Utility Corridor) for the Illinois Tollway

Appraisal Review Services for the benefit of Chicago Executive Airport

Western O'Hare ByPass Project – Corridor Segments C01, C02, C03, C04, C05, and W04 (204 parcels) for full and partial acquisition and impressment of temporary easements

HNTB – partial taking and damage estimates for benefit of the Illinois Department of Transportation for the purposes of constructing drainage culvert for a package of parcels.

Melrose Park, IL – partial taking damage estimates for the benefit of the Illinois Department of Transportation for the purposes of road widening for a package of parcels.

Lansing Municipal Airport, IL – Valuation for impressment of aviation easements for a package of parcels

---





# Robert P. LaPorte, Jr., CRE, MAI

MANAGING DIRECTOR  
Valuation & Advisory Services



[bob.laporte@colliers.com](mailto:bob.laporte@colliers.com)

## EDUCATION AND QUALIFICATIONS

Saint Anselm College,  
Bachelor of Arts, Urban  
Studies

## STATE CERTIFICATION

Massachusetts  
New Hampshire

## CONTACT DETAILS

DIR +1 617 330 8101  
FAX +1 617 330 8129

Colliers International  
160 Federal Street  
Boston, MA 02110

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

## COMPANY EXPERIENCE

Robert LaPorte joined Colliers International in 1982 and is presently a Managing Director of the firm's Valuation & Advisory Services group. Over the course of his forty years in real estate, Mr. LaPorte has appraised or consulted on assignments throughout the New England states, New York, South Carolina, Pennsylvania and California. In addition to appraisals, Mr. LaPorte has also completed land use and marketability studies for properties located in industrial parks and central business districts; feasibility and market studies for residential and commercial uses; review appraisals; lease arbitration; valuation disputes, and provided expert witness testimony.

His valuation work has included a diverse property type that encompasses office, retail, industrial, residential, and institutional properties. Property interests include fee simple, leased fee, leasehold, sandwich leasehold, air rights and fractional property interests.

## PROFESSIONAL ACCOMPLISHMENTS

Mr. LaPorte is qualified as an expert witness in the Superior Courts of the Commonwealth of Massachusetts in Suffolk, Worcester, Middlesex, Essex, Norfolk, Dukes and Plymouth Counties, Commonwealth of Massachusetts Appellate Tax Board and The Federal Bankruptcy Court of Massachusetts and Milwaukee, Wisconsin. In New Hampshire, he has testified before The Superior Court of Hillsboro County and the Board of Tax and Land Appeal.

## PRIOR EXPERIENCE

Prior to joining Colliers International, in 1982 Mr. LaPorte was a partner at Foster Appraisal and Consulting.

## PROFESSIONAL MEMBERSHIPS AND ACCREDITATIONS

Appraisal Institute, MAI and SRA  
Designations

Appraisal Institute, Past President, New  
England Chapter

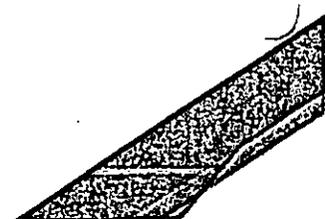
The Counselors of Real Estate (CRE),  
Member

Greater Boston Real Estate Board—  
Commercial Brokers Association

Massachusetts Certified Real Estate  
Appraiser, #735

New Hampshire Certified Real Estate  
Appraiser #377

Licensed Massachusetts Real Estate Broker  
#120582



# Robert P. LaPorte, Jr., CRE, MAI

MANAGING DIRECTOR  
Valuation & Advisory Services



bob.laporte@colliers.com

---

## CONTACT DETAILS

DIR +1 617 330 8101  
FAX +1 617 330 8129

Colliers International  
160 Federal Street  
Boston, MA 02110

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

## REPRESENTATIVE CLIENTS

---

- Bank of America
  - Boston Private Bank
  - Boston Properties
  - Boston University
  - City of Boston
  - Commonwealth of Massachusetts
  - Eversource
  - Holland and Knight
  - Kenney Development Company
  - Liberty Mutual
  - LNR
  - Massachusetts Bay Transportation Authority
  - Massachusetts Institute of Technology
  - Merrimack Regional Transit Authority
  - Mintz Levin
  - Museum of Fine Arts
  - Northeastern University
  - National Grid
  - The Nature Conservancy
  - PanAm Railways, Inc.
  - Rackemann, Sawyer & Brewster
  - Ropes & Gray
  - Steward Health Care
  - United States Department of Justice
  - UMASS Medical School
  - W.R. Grace
-



# Sandra J. Driscoll, MAI

SENIOR VALUATION SPECIALIST  
Valuation & Advisory Services



sandra.driscoll@colliers.com

## EDUCATION AND QUALIFICATIONS

University of  
Massachusetts, Bachelor of  
Arts, Economics

## STATE CERTIFICATION

Massachusetts  
Rhode Island

## CONTACT DETAILS

DIR +1 617 330 8103  
FAX +1 617 330 8129

Colliers International  
160 Federal Street  
Boston, MA 02110

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

## COMPANY EXPERIENCE

Ms. Driscoll joined Colliers International in 1980 as a research librarian and is presently in the firm's Valuation & Advisory Services group. Over the course of her thirty years in real estate, Ms. Driscoll has appraised or consulted on assignments throughout the New England states. In addition to appraisals performed on a variety of property types, Ms. Driscoll has also completed land use and marketability studies for properties located in industrial parks and central business districts; feasibility and market studies for residential and commercial uses; review appraisals; lease arbitration and valuation disputes; and provided expert witness testimony.

## PROFESSIONAL MEMBERSHIPS AND ACCREDITATIONS

Appraisal Institute, MAI Designation

New England Women in Real Estate  
(NEWIRE), Charter Member

Greater Boston Real Estate Board  
(GBREB), Member

National Council of Real Estate Investment  
Fiduciaries (NCREIF), Member

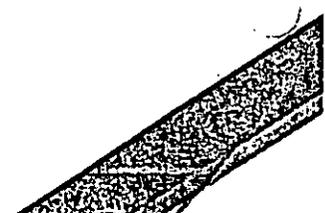
Licensed Massachusetts Real Estate  
Salesperson

Massachusetts Certified General Real  
Estate Appraiser, #839

Rhode Island and Providence Plantations,  
Certified General Appraiser, #A00401G

## REPRESENTATIVE CLIENTS

- Bullfinch Companies
- Citizens Bank
- City of Boston
- Commonwealth of MA
- DEM/DPW/MHD
- Estate of Mildred Sawyer
- Enterman Development
- The Finch Group
- First Union National Bank
- Flatley Company
- Fleet Bank GE Capital Real Estate
- Goodwin Proctor & Hoar
- Graphique de France, Ltd.
- Greif & Litwak, PC
- Harvard Pilgrim Health Care
- Harvard School of Public Health
- KeyBank Real Estate
- Lehman Brothers
- Lyme Properties
- Medford Bank
- Perkins School for the Blind
- Ropes & Gray
- Ullian & Associates
- United State Postal Service
- Winstanley Enterprises, LLC



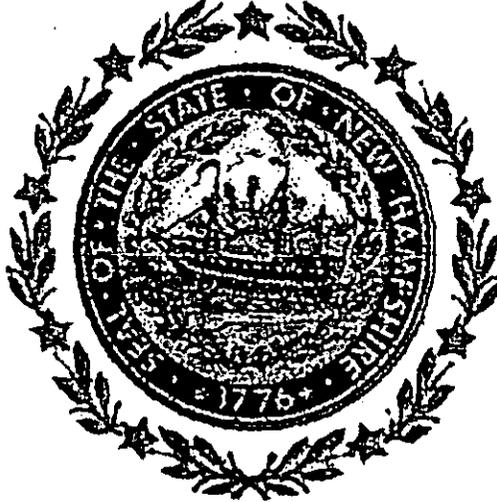
# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

CERTIFIED GENERAL APPRAISER

ISSUED TO: COREY GUSTAFSON



NHCG-892

EXPIRATION DATE: 10/31/2020

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

Certified General Appraiser

ISSUED TO: COREY GUSTAFSON



NHCG-892

EXPIRATION DATE:  
10/31/2020

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

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: ROBERT P LA PORTE, JR



Certificate No: NHCG-337

EXPIRATION DATE: 04/30/2019

## State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
Certified General Appraiser  
ISSUED TO: ROBERT P LA PORTE, JR



Certificate No:  
NHCG-337

EXPIRATION DATE:  
04/30/2019

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

Colliers International  
Valuation & Advisory Services

160 Federal Street  
Boston, MA 02110-1701

MAIN +1 617 330 8000  
FAX +1 617 330 8129  
WEB [www.colliers.com](http://www.colliers.com)



December 20, 2018

Corey Gustafson  
Managing Director  
160 Federal Street, 11<sup>th</sup> Fl  
Boston, MA 02110  
Phone 617 330 8070  
[corey.gustafson@colliers.com](mailto:corey.gustafson@colliers.com)

New Hampshire DOT  
Victoria F. Sheehan  
Commissioner

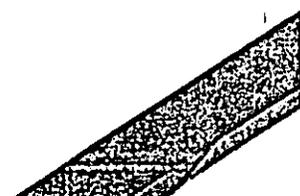
Per Diem Rate

Please be advised of our proposal for Per Diem pricing:

COLLIERS INTERNATIONAL PER DIEM PRICING	
TITLE	PER DIEM RATE
Executive Managing Director	\$1,500
Managing Director	\$1,250
Valuation Services Director	\$1,000
Valuation Specialist	\$750
Valuation Analyst	\$500

Sincerely,

Colliers International  
Valuation & Advisory Services



**Colliers International  
Valuation & Advisory Services**

160 Federal Street  
Boston, MA 02110-1701

MAIN +1 617 330 8000  
FAX +1 617 330 8129  
WEB [www.colliers.com](http://www.colliers.com)



December 20, 2018

Corey Gustafson  
Managing Director  
160 Federal Street, 11<sup>th</sup> Fl  
Boston, MA 02110  
Phone 617 330 8070  
[corey.gustafson@colliers.com](mailto:corey.gustafson@colliers.com)

New Hampshire DOT  
Victoria F. Sheehan  
Commissioner

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.

Sincerely,

A handwritten signature in black ink, appearing to read "Corey Gustafson". The signature is fluid and cursive.

**Colliers International  
Valuation & Advisory Services**



Colliers International  
Valuation & Advisory Services

160 Federal Street  
Boston, MA 02110-1701

MAIN +1 617 330 8000  
FAX +1 617 330 8129  
WEB [www.colliers.com](http://www.colliers.com)



December 20, 2018

Corey Gustafson  
Managing Director  
160 Federal Street, 11<sup>th</sup> Fl  
Boston, MA 02110  
Phone 617 330 8070  
[corey.gustafson@colliers.com](mailto:corey.gustafson@colliers.com)

New Hampshire DOT  
Victoria F. Sheehan  
Commissioner

### Key Personnel

The following pages contain the qualifications for the key personnel and team members. We will not use subconsultants. The Key personnel for the proposal will include Robert LaPorte, Corey Gustafson and Sandra Driscoll. The principal appraiser in this proposal is designated as Robert LaPorte, who has decades of applicable and qualifying experience under similar assignments of property rights acquisitions including easements. Our team has broad experience in appraisals for acquisitions and dispositions, which we complete on a routine basis. Our specialties involve commercial properties (including commercial, industrial and both developable and undevelopable land.

Sincerely,

A handwritten signature in black ink, appearing to read "Corey Gustafson". The signature is fluid and cursive.

Colliers International  
Valuation & Advisory Services



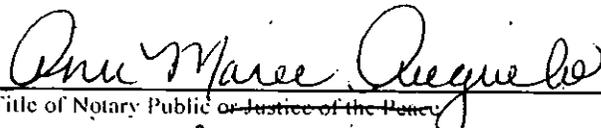
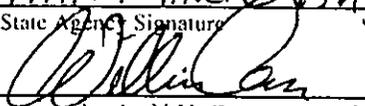
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301</b>	
1.3 Contractor Name <b>Fremeau Appraisal, Inc. (Vendor #156812)</b>		1.4 Contractor Address <b>11 Stark Street Manchester NH 03101</b>	
1.5 Contractor Phone Number <b>603-622-8826</b>	1.6 Account Number <b>015-096-3054-046-0464 or 017-096-7507-046-0464</b>	1.7 Completion Date <b>5 YEARS AFTER G&amp;C APPROVAL</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>JOSEPH G. FREMEAU, PRESIDENT</b>	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Hillsborough</b> On <b>2/26/19</b> , 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 <b>ANN/MARIE ANGIULO</b> document in the capacity indicated in block 1.12. <b>Notary Public - New Hampshire</b> <b>My Commission Expires August 3, 2021</b>			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <b>Ann Marie Angiulo, Admin. ASST.</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <b>William Coss, Asst. Commissioner</b>	
1.16 Approval by the N.H. Department of Administration - Division of Personnel (if applicable) By: _____ Director. On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <b>Emily C. Garing</b> On: <b>4/1/19</b>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

\*Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**S. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9; or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## EXHIBIT A

### 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.

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.



# 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 Profit Corporation registered to transact business in New Hampshire on February 01, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 139621

Certificate Number : 0004216095



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of November A.D. 2018.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

Business Name: FREMEAU APPRAISAL, INC.	Business ID: 139621
Business Type: Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date: 02/01/1989	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 02/01/1989	
Principal Office Address: 11 STARK STREET, MANCHESTER, NH, 03101, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Annual Report Year: 2019
	Next Report Year: 2020
Duration: Perpetual	
Business Email: ann@fremeau.com	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / REAL ESTATE & APPRAISAL	

Page 1 of 1, records 1 to 1 of 1

### Principals Information

Name/Title	Business Address
Joseph Fremeau Ganley / President	11 Stark Street, Manchester, NH, 03101, USA
Joseph Fremeau Ganley / Director	11 Stark Street, Manchester, NH, 03101, USA

Page 1 of 1, records 1 to 2 of 2

**Registered Agent Information**

---

Name: Fremeau, Joseph G

Registered Office Address: 11 Stark Street, Manchester, NH, 03101, USA

Registered Mailing Address: 11 Stark Street, Manchester, NH, 03101, USA

---

**Trade Name Information**

---

No Trade Name(s) associated to this business.

---

**Trade Name Owned By**

---

No Records to View.

---

**Trademark Information**

---

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

---

[Filing History](#)    
 [Address History](#)    
 [View All Other Addresses](#)    
 [Name History](#)  
[Shares](#)    
[Businesses Linked to Registered Agent](#)    
[Return to Search](#)    
[Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

Version 2.1 © 2014 PCC Technology Group, LLC, All Rights Reserved.

**CERTIFICATE OF VOTE**

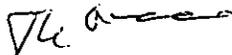
**SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
FREMEAU APPRAISALS, INC.**

I hereby certify that a vote was taken at a meeting of the Board of Directors on February 12, 2019, at which a quorum of the Board was present and voting.

RESOLVED: 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.

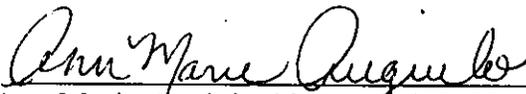
I hereby certify that said vote was not amended or repealed and remains in full force and effect, and that Joseph G. Fremeau is authorized and a duly elected officer of this corporation.

Dated: 2/12/2019



\_\_\_\_\_  
Joseph G. Fremeau, President

Dated: 2/12/2019



\_\_\_\_\_  
Ann Marie Angiulo, Notary Public-New Hampshire  
My Commission Expires August 3, 2021

<scal>

**ANN MARIE ANGIULO**  
Notary Public - New Hampshire  
My Commission Expires August 3, 2021



**LIA Administrators & Insurance Services**

**APPRAISAL AND VALUATION  
PROFESSIONAL LIABILITY INSURANCE POLICY**



**DECLARATIONS**

**ASPEN AMERICAN INSURANCE COMPANY**  
(A stock insurance company herein called the "Company")  
175 Capitol Blvd. Suite 100  
Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
07/11/2018	AAI002146-04	AAI002146-03

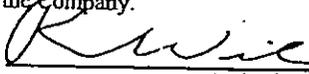
**THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.**

**Item**

<b>1. Customer ID:</b> 103522 <b>Named Insured:</b> FREMEAU APPRAISAL, INC. 11 Stark Street Manchester, NH 03101	
<b>2. Policy Period:</b> From: 08/05/2018 To: 08/05/2019 12:01 A.M. Standard Time at the address stated in 1 above.	
<b>3. Deductible:</b> \$2,500 Each Claim	
<b>4. Retroactive Date:</b> 08/05/1986	
<b>5. Inception Date:</b> 08/05/2015	
<b>6. Limits of Liability:</b> A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate	
<b>7. Mail all notices, including notice of Claim, to:</b> LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652	
<b>8. Annual Premium:</b> \$3,446.00	
<b>9. Forms attached at issue:</b> LIA002 (12/14) LIA NH (02/15) LIA012 (12/14) LIA013 (10/14) LIA018 (10/14) LIA021 (10/14) LIA025A (11/14)	

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

07/11/2018  
Date  
LIA-001 (12/14)

By   
Authorized Signature  
Aspen American Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2018

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> FIAI/Cross Insurance 1100 Elm Street  Manchester NE 03101		<b>CONTACT NAME:</b> Cara Scala <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 648-4331 <b>E-MAIL ADDRESS:</b> cscala@crossagency.com	
<b>INSURED</b> Fremeau Appraisal Inc 11 Stark St  Manchester NE 03101		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> American Fire & Casualty	<b>NAIC #</b> 24066
		<b>INSURER B:</b> Ohio Casualty Insurance Company	<b>NAIC #</b> 24074
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 18-19 All lines **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZA58586036	6/3/2018	6/3/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BZA58586036	6/3/2018	6/3/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US058586036	6/3/2018	6/3/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XW058586036 (3a.) NH Joseph Fremeau excluded	6/3/2018	6/3/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
State of N.H. is included as additional insured with respects to the CGL as required by written contract.

<b>CERTIFICATE HOLDER</b>  State of N.H. PO Box 483 Concord, NH 03302-0483	<b>CANCELLATION</b>  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 Cara Scala/JSC <i>Cara L. Scala</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

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  
(#NHCG-89)
- State of New Hampshire - Licensed Real Estate Broker (currently inactive)  
(#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

Exams successfully challenged

R-2 Exam

Residential Property  
Case Study  
Principles of Income  
Property Appraising

Course 201

American Institute of Real  
Estate Appraisers

Courses completed and exams passed

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

Capitalization Theory  
and Techniques; Parts  
1-2-3

Course 2-3

Standards of  
Professional Practice  
Litigation Valuation

Course 4

Exams successfully challenged

Course 1A-1

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

Course 1A-2

Course 2-1

Course 2-2

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

Fremeau Appraisal, Inc.  
Manchester, NH

1981 - 1986

Crafts Appraisal  
Assoc., Bedford, NH

1979 - 1981

R.E. Broker -  
Joseph O. Fremeau Agency  
Manchester, NH



Affiliations

President, 1st Vice President, 2nd Vice President, Secretary	1984-89 <sup>1</sup> - 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

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: JOSEPH G FREMEAU



Certificate No: NHCG-89

EXPIRATION DATE: 02/28/2021

## State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
Certified General Appraiser  
ISSUED TO: JOSEPH G FREMEAU



Certificate No:  
NHCG-89

EXPIRATION DATE:  
02/28/2021

For additional information please contact the Board office at [colleen.giffin@oplc.nh.gov](mailto:colleen.giffin@oplc.nh.gov) or visit our web site at <http://www.oplc.nh.gov/real-estate-appraisers/index.htm>

### Qualifications

Joseph E. Fahey III  
89 Appleton Street  
Manchester, NH 03104

#### 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 August 31, 2018.

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS AN  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: JOSEPH E FAHEY, III



NHCG-103

EXPIRATION DATE: 08/31/2020

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS AN  
Certified General Appraiser  
ISSUED TO: JOSEPH E FAHEY, III



NHCG-103

EXPIRATION DATE:  
08/31/2020

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

# 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  
Elsah, 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
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
Appraising & Analyzing Office Buildings For Mortgage Underwriting	-	2011
NH Workforce Housing Issues	-	2011
Property Tax Appeals For Appraisers	-	2011
Estimating Property Damage	-	2011

**FREMEAU APPRAISAL, INC.**

Values & Trends In Commercial Real Estate Investment Market -	2012
Nuts & Bolts Of Green Building For Appraisers -	2013
Problems In The Valuation Of Partial Acquisitions -	2013
Appraisal Of Fast Food Facilities -	2015
Uniform Standards of Professional Appraisal Practice -	2017 (latest)
Litigation Appraising: Specialized Topics & Applications -	2017

### Professional Experience

1991 - Present	Independent Contracted Fee Appraiser – Certified General Appraiser in 2005 Exeter, NH
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 & Depositions Provided Since 2002)

- New Hampshire Superior Court
  - Strafford County – Velcro USA v. City of Somersworth - December 2006
- New Hampshire Board of Tax & Land Appeals (BTLA)
  - Duperron v. State of New Hampshire – May 2017
  - Harriman v. State of New Hampshire – October 2014
  - ADP, Inc. v. State of New Hampshire – June 2011
  - KSH Realty, LLC v. Town of Milford – June 2009
  - Carolyn Bedford v. Town of Barrington – December 2008
  - Windham Road Holdings v. State of New Hampshire – October 2007
  - Tucker Development, LLC v. State of New Hampshire – October 2007
  - Mashop Development, LLC v. State of New Hampshire – August 2007
- Depositions
  - Shanner Homes, Inc. v. Mailloux, Akwa Vista, LLC, AKWA Clubhouse, LLC, and Oak Mountain Cove, LLC – November 2008
  - Goodhart Associates, LLC v. City of Concord – June 2013
- Federal Bankruptcy Court
  - WPB Partners, LLC v. Mary Hersey McCarthy – November 2014
  - Orix Capital Markets v. IPBM Real Estate Co., Inc. – December 2002

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: BOYD A JONES



Certificate No: NHCG-665

EXPIRATION DATE: 10/31/2019

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

Certified General Appraiser

ISSUED TO: BOYD A JONES



Certificate No:  
NHCG-665

EXPIRATION DATE:  
10/31/2019

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

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)  
Appraisal Procedures (AC 120)  
Uniform Standards of Professional Appraisal Practice  
Appraising Income Properties  
Advanced Income Property Appraising  
Advanced Issues in Appraising  
GIS Applications for Real Estate Appraisers  
Analyzing Operating Expenses  
Federal Land Acquisition Appraising  
Subdivision Valuation

As of the date of this report, I, Marsha M. Campaniello, have completed the requirements under the continuing education program as required for NH Certified General Appraiser.

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

MMC APPRAISAL SERVICES, affiliated with  
FREMEAU APPRAISAL, INC.  
Manchester, New Hampshire

1994 – 2002

EASTPOINT TECHNOLOGIES, LLC  
Bedford, New Hampshire



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 (Testimony & Depositions)

- Merrimack County Superior Court
  - Mulligan v. Town of Henniker – Court Testimony
- Middlesex (Mass.) Superior Court
  - Levesque, et al v. Dram Cup Hill, Inc. et al – Court Testimony
- Mediation re: Civil Action
  - So. NH University v. Altenburg, et al – Expert Witness
- Mediation re: Tax Abatement
  - Smokestack Realty LLC v. City of Concord – Expert Witness
  - American Fences, Inc. v. Town of Hooksett - Expert Witness
- Rockingham County Probate Court – Petition to Partition
  - Dawson v. Dawson – Settlement Proceedings; Expert Witness
- Epping Zoning Board of Adjustment
  - Industrial Communications v. Town of Epping – ZBA Testimony
- East Kingston Zoning Board of Adjustment
  - Industrial Communications v. Town of East Kingston – ZBA Testimony
- NH Board of Tax and Land Appeals
  - KGI Gorham, LLC v. Town of Gorham – Hearing Testimony
  - Palm Square, LLC. v. State of NH DOT – Hearing Testimony
  - Hinsdale Real Estate Development Inc. v. Town of Hinsdale – Hearing Testimony
  - State of NH v. Rosewood Estates Assoc., Inc., et al – Hearing Testimony
  - State of NH v. Labonte Revocable Trust of 2011, et al – Hearing Testimony & Expert Witness
  - State of NH v. Labonte Investment Realty, LLC – Hearing Testimony & Expert Witness
- Deposition - NH Sportsplex v. Town of Bedford
- Declaration for Plaintiff - US Cellular v. Town of Bow

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: MARSHA M CAMPANIELLO



Certificate No: NHCG-675

EXPIRATION DATE: 05/31/2019

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

Certified General Appraiser

ISSUED TO: MARSHA M CAMPANIELLO



Certificate No:  
NHCG-675

EXPIRATION DATE:  
05/31/2019

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

Stephen R. Mirick  
53 Leonard Ave.  
Bradford, MA 01835  
978-374-0063  
srmappraisal@comcast.net

## QUALIFICATIONS OF STEPHEN R. MIRICK

### PROFESSIONAL EXPERIENCE

- |                        |  |
|------------------------|--|
| Jul. 2011 – Present    | <b>Independent Contracted Real Estate Appraiser</b><br>Bradford, MA  |
| Sep. 2010 – Mar. 2011  | <b>Independent Commercial Real Estate Appraiser</b> , affiliated<br>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> ,<br>affiliated with Marc R. Gowdy of Gowdy & Farrell, Inc., Dover, NH & Gowdy<br>& Associates, Inc., Berwick, ME. Appraisal experience includes land,<br>conservation easements, and commercial and industrial property. |
| July 1994 – July 1998  | <b>Process Engineer</b> for Simplex Wire & Cable in Newington, NH. Responsible<br>for process trouble-shooting on extrusion cable lines.   |
| April 1984 – July 1994 | <b>Process Engineer</b> for Textron Automotive / Davidson Interior Trim, Dover,<br>NH. Responsible for process trouble-shooting on a variety of plastics<br>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

## 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

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: STEPHEN R MIRICK



Certificate No: NHCG-737

EXPIRATION DATE: 05/31/2019

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

Certified General Appraiser

ISSUED TO: STEPHEN R MIRICK



Certificate No:  
NHCG-737

EXPIRATION DATE:  
05/31/2019

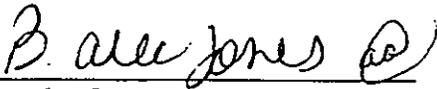
For additional information please contact the Board office at [dawn.couture@nh.gov](mailto:dawn.couture@nh.gov) or visit our web site at <http://www.nh.gov/nhreib>

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."



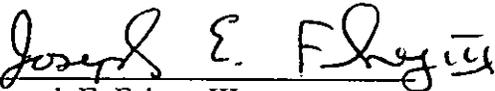
---

Joseph G. Fremeau, MAI  
NHCG-89  
President



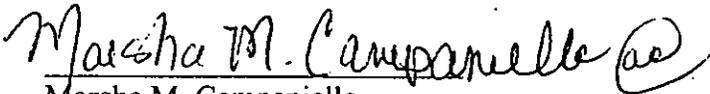
---

B. Alec Jones  
NHCG-665



---

Joseph E. Fahey, III  
NIICG-103



---

Marsha M. Campaniello  
NHCG-675



---

Stephen R. Mirick  
NHCG-737

aa

# FREMEAU APPRAISAL, INC.

---

11 Stark Street • Manchester, New Hampshire 03101  
Telephone (603) 622-8826  
www.fremeau.com

December 6, 2018

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 2019 to January 2024

Dear Mr. Bernard:

This is in response to your letter of November 13, 2018. 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	\$1,400
Joseph E. Fahey, III	\$1,400
Marsha M. Campaniello	\$1,400
Stephen R. Mirick	\$1,400

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

---



Also enclosed are the following:

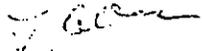
1. Certificate of Vote;
2. Certificate of Insurance for the following coverages:
  - Commercial/Comprehensive General Liability
  - Professional Liability (Errors and Omissions)
  - Comprehensive Automobile Liability;
  - Worker's Compensation

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

aa  
Enclosure

state/multvend

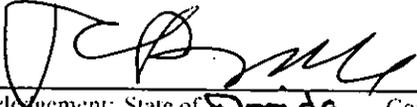
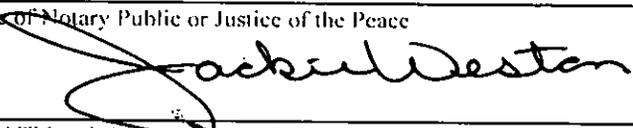
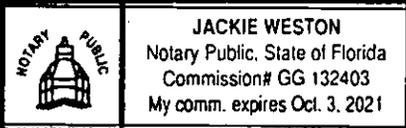
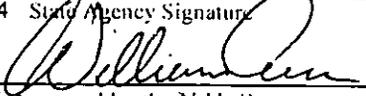
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301</b>	
1.3 Contractor Name <b>J. Chet Rogers, LLC (Vendor #259227)</b>		1.4 Contractor Address <b>3 Broad Street P.O. Box 1138 Hollis NH 03049</b>	
1.5 Contractor Phone Number <b>603-722-0663</b>	1.6 Account Number <b>015-096-3054-046-0464 or 017-096-7507-046-0464</b>	1.7 Completion Date <b>5 YEARS AFTER G&amp;C APPROVAL</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>J. Chet Rogers owner</b>	
1.13 Acknowledgement: State of <u>Florida</u> , County of <u>Brevard</u> On <u>2-19-19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace <b>Jackie Weston</b>			
1.14 State Agency Signature  Date: <u>2/26/19</u>		1.15 Name and Title of State Agency Signatory <b>William Cass, Asst. Commissioner</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Emily C. Young</u> On: <u>4/2/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

\*Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses; of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date

  
2/15/19  
2/19/19

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials OK

Date 2/15/19

2/15/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9; or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2,81-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

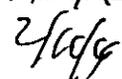
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

Contractor Initials   
Date 2/15/19  


## 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.



**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.

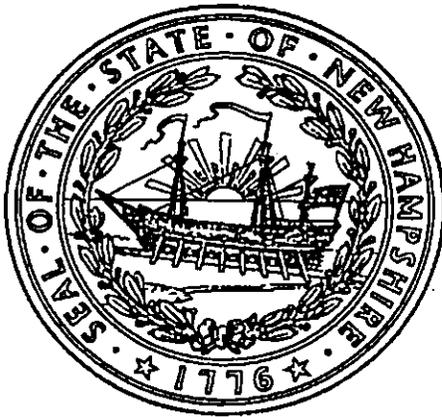
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J. CHET ROGERS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 27, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 584988

Certificate Number: 0004216701



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of November A.D. 2018.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

---

Business Name: J. CHET ROGERS, LLC	Business ID: 584988
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Member Managed	
Business Creation Date: 09/27/2007	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 09/27/2007	
Principal Office 3 Broad St PO Box 1138, Hollis, Mailing Address: NONE Address: NH, 03049, USA	
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2019
	Next Report Year: 2020
Duration: Perpetual	
Business Email: chet@chetrogers.com	Phone #: 603-465-2295
Notification Email: cindy@chetrogers.com	Fiscal Year End Date: NONE

---

### Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / commercial real estate appraisals	

Page 1 of 1, records 1 to 1 of 1

---

### Principals Information

---

Name/Title	Business Address
Chester Rogers / Member	3 Broad Street Po Box 1138, Hollis, NH, 03049, USA

Page 1 of 1, records 1 to 1 of 1

---

**Registered Agent Information**

---

Name: Rogers, J Chester

Registered Office Address: PO Box 1138 3 Broad St, Hollis, NH, 03049, USA

Registered Mailing Address: PO Box 1138 3 Broad St, Hollis, NH, 03049, USA

---

**Trade Name Information**

---

No Trade Name(s) associated to this business.

---

**Trade Name Owned By**

---

No Records to View.

---

**Trademark Information**

---

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

---

[Filing History](#)    [Address History](#)    [View All Other Addresses](#)    [Name History](#)

[Shares](#)    [Businesses Linked to Registered Agent](#)    [Return to Search](#)    [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

Version 2.1 © 2014 PCC Technology Group, LLC, All Rights Reserved.



# State of New Hampshire

## Department of State

### 2019 ANNUAL REPORT

Filed
Date Filed: 2/25/2019
Effective Date: 2/25/2019
Business ID: 584988
William M. Gardner Secretary of State

BUSINESS NAME: <b>J. CIET ROGERS, LLC</b>
BUSINESS TYPE: <b>Domestic Limited Liability Company</b>
BUSINESS ID: <b>584988</b>
STATE OF FORMATION: <b>New Hampshire</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
3 Broad St PO Box 1138 Hollis, NH, 03049, USA	NONE

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: <b>Rogers, J Chester</b>
REGISTERED AGENT OFFICE ADDRESS: <b>PO Box 1138 3 Broad St Hollis, NH, 03049, USA</b>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<b>OTHER / commercial real estate appraisals</b>	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
<b>Chester Rogers</b>	<b>3 Broad Street Po Box 1138, Hollis, NH, 03049, USA</b>	<b>Member</b>

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Member**

Signature: **Chester Rogers**

Name of Signer: **Chester Rogers**

**Limited Partnership or LLC Certification of Authority**

**I, J. Chet Rogers, hereby certify** that I am a Partner, Member or Manager  
*(Name)*

of J. Chet Rogers, LLC, a limited liability partnership under RSA 304-B or limited  
*(Name of Partnership or LLC)*

liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC.

**DATED: February 19, 2019**

**ATTEST:**

  
Member



301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
REAL ESTATE APPRAISERS
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED
AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

[X] Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: RAP4112461-18

Renewal of: RAP4112461-17

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

Item 1. Named Insured: James Chester Rogers

Item 2. Address: P.O. Box 1138
City, State, Zip Code: Hollis, NH 03049

Item 3. Policy Period: From 10/22/2018 To 10/22/2019
(Month, Day, Year) (Month, Day, Year)
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4. Limits of Liability:

- A. \$ 1,000,000 Damages Limit of Liability - Each Claim
B. \$ 1,000,000 Claim Expenses Limit of Liability - Each Claim
C. \$ 2,000,000 Damages Limit of Liability - Policy Aggregate
D. \$ 2,000,000 Claim Expenses Limit of Liability - Policy Aggregate

Item 5. Deductible (Inclusive of Claim Expenses):

- A. \$ 0.00 Each Claim
B. \$ 0.00 Aggregate

Item 6. Premium: \$ 764.00

Item 7. Retroactive Date (if applicable): 10/22/2007

Item 8. Forms, Notices and Endorsements attached:

D42100 (03/15) D42300 NH (05/13) IL7324 (08/12)
D42402 (05/13) D42408 (05/13) D42412 (03/17) D42413 (06/17)

[Signature]
Authorized Representative



Real Estate Appraisers  
Errors & Omissions Insurance Policy

**ADDITIONAL INSURED ENDORSEMENT**

---

In consideration of the premium charged, it is agreed the person or entity designated below is insured under this Policy solely for vicarious liability arising from **Appraisal Services** performed by the **Named Insured**. Nothing contained in this endorsement will serve to increase the Company's limit of liability.

Name of person or entity:

**J. Chet Rogers, LLC**  
**J Chet Rogers, LLC**

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

---

Insured:	<b>James Chester Rogers</b>	<b>ROGJ81-3</b>
Policy Period:	<b>10/22/2018 - 10/22/2019</b>	Policy Number: <b>RAP4112461-18</b>
Endorsement Effective Date:	<b>10/22/2018</b>	Endorsement: <b>1</b>

---





Real Estate Appraisers  
Errors & Omissions Insurance Policy

**RETIREMENT EXTENDED REPORTING PERIOD  
AMENDMENT ENDORSEMENT**

---

In consideration of the premium charged, Section VIII. Extended Reporting Periods, paragraph D. Retirement Extended Reporting Period, subparagraph (1) is deleted and replaced with the following:

- (1) If after the **Named Insured** reaches the age of 65, and having been continuously insured by the **Company** or another insurer through The Realtors Insurance Purchasing Group Association on a claims-made basis for a minimum of five (5) years, the **Named Insured** retires during the **Policy Period**, an unlimited **Extended Reporting Period** will be granted at no additional premium; or

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

---

Insured:	<b>James Chester Rogers</b>		<b>ROGJ81-3</b>
Policy Period:	<b>10/22/2018 - 10/22/2019</b>	Policy Number:	<b>RAP4112461-18</b>
Endorsement Effective Date:	<b>10/22/2018</b>	Endorsement:	<b>2</b>

---



**CONTINGENT BODILY INJURY/PROPERTY DAMAGE  
COVERAGE ENDORSEMENT**

In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

Section III. Exclusions, paragraph B. is deleted and replaced with the following:

- B.** based on or arising out of **Bodily Injury** or **Property Damage** unless the **Claim** results solely from an act or omission committed by the **Named Insured** in the performance of **Appraisal Services** provided that:
- (1) such act or omission was a proximate cause of the **Bodily Injury** or **Property Damage**; and
  - (2) there is no other policy that is applicable to such **Claim**;

Section III. Exclusions is amended to include the following:

based on or arising out of the ownership, maintenance, operation, use, entrustment to others, loading, or unloading of any motor vehicle, aircraft or watercraft, operated by, rented or loaned to the **Named Insured**;

based on or arising out of any act or omission for which the **Named Insured** could be held liable under any workers compensation, unemployment compensation or disability benefits law or under any similar law;

based on or arising out of **Bodily Injury** to the **Named Insured**, or any employee, trainee or apprentice of the **Named Insured**, or to any obligation of the **Named Insured** to indemnify or contribute with another employer because of **Damages** arising out of such injury.

Section IV. Limits of Liability is amended to include the following:

**Limit of Liability – Bodily Injury or Property Damage Claims**

The **Company's** liability for all **Damages** and **Claim Expenses** from all **Bodily Injury** or **Property Damage Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed \$100,000, which sum is within and not in addition to the **Damages** or **Claim Expenses** Limit of Liability – Policy Aggregate stated in the Declarations.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

---

Insured:	<b>James Chester Rogers</b>		<b>ROGJ81-3</b>
Policy Period:	<b>10/22/2018 - 10/22/2019</b>	Policy Number:	<b>RAP4112461-18</b>
Endorsement Effective Date:	<b>10/22/2018</b>	Endorsement:	<b>3</b>

---



Real Estate Appraisers  
Errors & Omissions Insurance Policy

**APPRAISERS DRONE + BODILY INJURY/PROPERTY  
DAMAGE COVERAGE ENDORSEMENT**

---

In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

Section I. Insuring Agreement, is deleted and replaced with the following:

**Section I. Insuring Agreement**

The Company will pay on behalf of the Named Insured all sums in excess of the deductible that the Named Insured becomes legally obligated to pay as Damages and Claim Expenses as a result of a Claim first made against the Named Insured and reported in writing to the Company during the Policy Period or Extended Reporting Period by reason of an act or omission, including Personal Injury, in the performance of Appraisal Services by the Named Insured, including any Drone Claims, provided that:

- A. no such act or omission, or Related Act or Omission, was committed prior to the Retroactive Date; and
- B. prior to the inception date of the first policy issued by the Company, and continuously renewed, the Named Insured had no basis to believe that any such act or omission, or Related Act or Omission, might reasonably be expected to be the basis of a Claim.

The Company has the right and duty to defend any Claim against the Named Insured even if any of the allegations of the Claim are groundless, false or fraudulent. Defense counsel may be designated by the Company or, at the Company's option, by the Named Insured with the Company's written consent and subject to the Company's guidelines.

Section II. Definitions, is amended to include the following:

"Drone" means a multiple rotary wing small Unmanned Aircraft (sUA) as otherwise defined in Title 14 of the Code of Federal Regulations (14 CFR) part 107, or any future version of the Code or amendment thereto.

"Drone Claims" means any Claim arising out of the operation of a Drone for the sole purpose of photography or videography on behalf of the Named Insured, provided that such Drone operation is in compliance with all legal requirements of the applicable jurisdiction as well as Title 14 of the Code of Federal Regulations (14 CFR) part 107, or any future version of the Code or amendment thereto.

---

Insured:	James Chester Rogers	ROGJ81-3
Policy Period:	10/22/2018 - 10/22/2019	Policy Number: RAP4112461-18
Endorsement Effective Date:	10/22/2018	Endorsement: 4

---



**APPRAISERS DRONE + BODILY INJURY/PROPERTY  
DAMAGE COVERAGE ENDORSEMENT**

---

Section III. Exclusions, paragraph B. is deleted and replaced with the following:

- B. based on or arising out of **Bodily Injury** or **Property Damage**, except that this exclusion does not apply to **Drone Claims**;

Section III. Exclusions is amended to include the following:

based on or arising out of any **Claims** in which the **Named Insured** could be held liable under any workers compensation, unemployment compensation or disability benefits law or under any similar law;

based on or arising out of **Bodily Injury** to the **Named Insured**, or any employee, trainee or apprentice of the **Named Insured**, or to any obligation of the **Named Insured** to indemnify or contribute with another employer because of **Damages** arising out of such injury.

Section IV. Limits of Liability is amended to include the following:

**Limit of Liability – Drone Claims**

The **Company's** liability for all **Damages** and **Claim Expenses** from all **Drone Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed \$25,000, which sum is within and not in addition to the **Damages** or **Claim Expenses** Limit of Liability – Policy Aggregate stated in the **Declarations**.

Section V. Deductible is amended to include the following:

Notwithstanding the deductible amount stated in Item 5. in the Declaration, the **Named Insured's** deductible obligation for each **Drone Claim** is \$1,000 and applies to the payment of **Damages** and **Claim Expenses**. The deductible will be paid by the **Named Insured** before the **Company** has any obligation under this Policy to pay any **Damages** or **Claim Expenses** as to any **Drone Claim**. The limits of liability are in addition to, and in excess of, the deductible.

It is further agreed that the Policy is amended where indicated by a  below:

- This Policy excludes from coverage any **Drone Claims** arising out of services that were performed prior to \_\_\_\_\_ or after \_\_\_\_\_.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

---



RENEWAL DECLARATIONS (CONTINUED)

Office Policy for J CHET ROGERS LLC  
Policy Number 94-BF-L234-3



0207-ST-1-1001

**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

Prepared  
NOV 27 2018  
CMP-4000 NH

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for J CHET ROGERS LLC  
 Policy Number 94-BF-L234-3

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 Molten 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

Prepared  
 NOV 27 2018  
 CMP-4000 NH

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

M 13416

Continued on Next Page

Page 4 of 7



RENEWAL DECLARATIONS (CONTINUED)

Office Policy for J CHET ROGERS LLC  
 Policy Number 94-BF-L234-3



0307-ST-1-1-1001

**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-6999.2 \*Terrorism Insurance Cov Notice
- CMP-4819.1 Unauthorized Business Card Use
- CMP-4229 Amendatory Endorsement
- FE-3650 Actual Cash Value Endorsement
- CMP-4705 Loss of Income & Extra Expnse
- CMP-4710 Employee Dishonesty
- CMP-4709 Money and Securities
- CMP-4706 Back-Up of Sewer or Drain
- CMP-4704 Dependent Prop Loss of Income
- CMP-4703 Utility Interruption Loss Incm
- FD-6007 Inland Marine Attach Dec
- \* New Form Attached

Prepared  
 NOV 27 2018  
 CMP-4000 NH

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

Customer name:	CYNTHIA ROGERS	Company:	SF Mutual
	J CHESTER ROGERS	Servicing Agent:	PETE ACKERSON
Address:	PO BOX 1138	Eff date:	09-15-2018 to 03-15-2019
	HOLLIS, NH	Description:	2014 CADILLAC SRX
	03049-1138		SPORT WG
Policy:	032 8999-C15-29I	VIN:	3GYFNEE34ES596140
Status:	PAID IN FULL	SFPP #:	POLICY NOT ON SFPP

**Premium/Billing Information**

Amount Due: 0.00  
 Total premium: 353.48  
 Last amount paid: 353.48  
 Date paid: 08-28-2018  
 Previous premium: 381.39  
 Premium refund: 0.00  
 Dividend amount: 43.20  
 Dividend date: 09-15-1998  
 Dividend amount: 47.80  
 Dividend date: 09-15-2000  
 Dividend amount: 39.00  
 Dividend date: 03-15-2007

**Additional Policy Details**

Policy form: 9829A

**Coverage Details**

The premium amounts shown reflect a six-month policy term.

Code	Description	Amount
A	Liability Coverage	138.71

**Bodily Injury Limits**

Each Person, Each Accident

\$250,000 \$500,000

Property Damage Limit

Each Accident



	\$100,000	
C	Medical Payments Coverage	12.10
	Limit - Each Person	
	\$10,000	
D	Comprehensive Coverage - \$100 Deductible	26.36
G	Collision Coverage - \$250 Deductible	137.29
H	Emergency Road Service Coverage	2.33
U	Uninsured Motor Vehicle Coverage	34.83
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$250,000 \$500,000	
S	Death, Dismemberment and Loss of Sight Coverage	1.86
	Persons Insured - \$5,000	
	ROGERS, CYNTHIA J	
	J CHESTER ROGERS	
		Total: 353.48

**Vehicle Details**

Year: 2014  
 Make: CADILLAC  
 Model: SRX  
 Body Style: SPORT WG  
 VIN: 3GYFNEE34ES596140  
 MSRP base: 0.00  
 MSRP additional equip: 0.00

**Vehicle Usage**

Annual miles: 12,001  
 Use of vehicle: PLSR/WK/SCH

**Odometer Information**

Odometer reading: 168

Odometer date: 03-2014

The information on this document is presented for general informational purposes only and is not intended to serve as a declaration page or policy. State Farm Mutual Automobile Insurance Company, Bloomington, Illinois



PO Box 8000  
Ballston Spa, NY 12020-8000

Attached as requested are your replacement insurance identification cards. If the attached cards are not accepted by a law enforcement agency or your Department of Motor Vehicle office, please contact your agent to receive additional assistance.

Thank you for choosing State Farm for your insurance needs.

IMPORTANT - IDENTIFICATION CARDS  
STATE FARM

**State Farm**  
**NEW HAMPSHIRE  
INSURANCE CARD**

INSURED ROGERS, CYNTHIA & J CHESTER MUTL VOL  
POLICY NUMBER 032 8999-C15-291 EFFECTIVE  
YR 2014 MAKE CADILLAC MAR 15 2019 TO SEP 15 2019  
MODEL SRX VIN 3GYFNEE34ES596140  
AGENT PETE ACKERSON 2010-BC4  
PHONE (603)673-0221 NAIC 25178

A BODILY INJURY/PROPERTY DAMAGE LIABILITY  
C MEDICAL PAYMENTS  
D 100 DEDUCT COMPREHENSIVE  
G 250 DEDUCT COLLISION  
H, U, S  
SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

**State Farm** THIS CARD MUST BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND. THE COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW.

**IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY**

1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm or police.
3. Promptly notify your agent, log on to statefarm.com®, or use the State Farm mobile app to file a claim.

For EMERGENCY ROAD SERVICE use the State Farm mobile app, log on to statefarm.com, or call 1-877-627-5757. EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

How to identify your coverage. See policy for full name and definition

A,B Liability	L Physical Damage	U Uninsured Motor Vehicle
C Medical Payments	R1 Car Rental and Travel Expenses	UNOC Use of Nonowned Cars
D Comprehensive	S Death, Dismemberment and	Z Loss of Earnings
G Collision	Loss of Sight	
H Emergency Road Service		

KEEP A CARD IN YOUR CAR.  
THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.  
**KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.**  
MANY STATES REQUIRE EVIDENCE OF INSURANCE ON DEMAND. ONE OF THESE CARDS SHOULD BE CARRIED IN THE VEHICLE AT ALL TIMES.  
Emergency Road Service information is located on your insurance card

IMPORTANT - IDENTIFICATION CARDS  
STATE FARM

**State Farm**  
**NEW HAMPSHIRE  
INSURANCE CARD**

INSURED ROGERS, CYNTHIA & J CHESTER MUTL VOL  
POLICY NUMBER 032 8999-C15-291 EFFECTIVE  
YR 2014 MAKE CADILLAC MAR 15 2019 TO SEP 15 2019  
MODEL SRX VIN 3GYFNEE34ES596140  
AGENT PETE ACKERSON 2010-BC4  
PHONE (603)673-0221 NAIC 25178

A BODILY INJURY/PROPERTY DAMAGE LIABILITY  
C MEDICAL PAYMENTS  
D 100 DEDUCT COMPREHENSIVE  
G 250 DEDUCT COLLISION  
H, U, S  
SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

**State Farm** THIS CARD MUST BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND. THE COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW.

**IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY**

1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm or police.
3. Promptly notify your agent, log on to statefarm.com®, or use the State Farm mobile app to file a claim.

For EMERGENCY ROAD SERVICE use the State Farm mobile app, log on to statefarm.com, or call 1-877-627-5757. EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

How to identify your coverage. See policy for full name and definition

A,B Liability	L Physical Damage	U Uninsured Motor Vehicle
C Medical Payments	R1 Car Rental and Travel Expenses	UNOC Use of Nonowned Cars
D Comprehensive	S Death, Dismemberment and	Z Loss of Earnings
G Collision	Loss of Sight	
H Emergency Road Service		

KEEP A CARD IN YOUR CAR.  
THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.  
**KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.**  
MANY STATES REQUIRE EVIDENCE OF INSURANCE ON DEMAND. ONE OF THESE CARDS SHOULD BE CARRIED IN THE VEHICLE AT ALL TIMES.

Customer name:	CYNTHIA J ROGERS	Company:	SF Mutual
Address:	PO BOX 1138	Servicing Agent:	PETE ACKERSON
	HOLLIS, NH	Eff date:	12-20-2018 to 06-20-2019
	03049-1138	Description:	2010 NISSAN ALTIMA
Policy:	023 9022-F20-29G		4DR
Status:	RENEWAL BILLED	VIN:	1N4AL2APXAN541490
		SFPP #:	POLICY NOT ON SFPP

**Premium/Billing Information**

Amount Due: 305.53  
 Due date: 12-20-2018  
 Total premium: 305.53

Last amount paid: 332.51  
 Date paid: 06-08-2018  
 Previous premium: 332.51  
 Premium refund: 0.00

Dividend amount: 49.80  
 Dividend date: 06-20-1998  
 Dividend amount: 54.30  
 Dividend date: 06-20-2000  
 Dividend amount: 34.70  
 Dividend date: 06-20-2007

**Additional Policy Details**

Policy form: 9829A

**Coverage Details**

The premium amounts shown reflect a six-month policy term.

Code	Description	Amount
A	Liability Coverage	152.93
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$250,000 \$500,000	
	Property Damage Limit	
	Each Accident	

	\$100,000	
C	Medical Payments Coverage	15.91
	Limit - Each Person	
	\$10,000	
D	Comprehensive Coverage - \$100 Deductible	14.56
G	Collision Coverage - \$500 Deductible	84.97
H	Emergency Road Service Coverage	2.33
U	Uninsured Motor Vehicle Coverage	34.83
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$250,000 \$500,000	
		Total:305.53

**Vehicle Details**

Year: 2010  
 Make: NISSAN  
 Model: ALTIMA  
 Body Style: 4DR  
 VIN: 1N4AL2APXAN541490

MSRP base: 0.00  
 MSRP additional equip: 0.00

**Vehicle Usage**

Annual miles: 6,000  
 Use of vehicle: PLSR/WK/SCH

**Odometer Information**

Odometer reading: 39,738  
 Odometer date: 11-2014  
 Odometer reading: 39,518  
 Odometer date: 11-2014

The information on this document is presented for general informational purposes only and is not intended to serve as a declaration page or policy.  
State Farm Mutual Automobile Insurance Company, Bloomington, Illinois



301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
REAL ESTATE APPRAISERS
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED
AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

[X] Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: RAP3669781-18

Renewal of:

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

Item 1. Named Insured: John J DiMarzio

Item 2. Address: 353 Wells Rd PO Box 704

City, State, Zip Code: Franconia, NH 03580

Item 3. Policy Period: From 05/01/2018 To 05/01/2019
(Month, Day, Year) (Month, Day, Year)

(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured as stated in Item 2.)

Item 4. Limits of Liability:

- A. \$ 1,000,000 Damages Limit of Liability - Each Claim
B. \$ 1,000,000 Claim Expenses Limit of Liability - Each Claim
C. \$ 2,000,000 Damages Limit of Liability - Policy Aggregate
D. \$ 2,000,000 Claim Expenses Limit of Liability - Policy Aggregate

Item 5. Deductible (Inclusive of Claim Expenses):

- A. \$ 0.00 Each Claim
B. \$ 0.00 Aggregate

Item 6. Premium: \$ 764.00

Item 7. Retroactive Date (if applicable): 05/01/2018

Item 8. Forms, Notices and Endorsements attached:

D42100 (03/15) D42300 NH (05/13) IL7324 (08/12)
D42402 (05/13) D42412 (03/17) D42413 (06/17)

[Signature]
Authorized Representative



Real Estate Appraisers  
Errors & Omissions Insurance Policy

**ADDITIONAL INSURED ENDORSEMENT**

---

In consideration of the premium charged, it is agreed the person or entity designated below is insured under this Policy solely for vicarious liability arising from **Appraisal Services** performed by the **Named Insured**. Nothing contained in this endorsement will serve to increase the Company's limit of liability.

Name of person or entity:

**Above The Notch Appraisals LLC**

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

---

Insured:	<b>John J DiMarzio</b>	<b>DIMB1-4</b>
Policy Period:	<b>05/01/2018 - 05/01/2019</b>	Policy Number: <b>RAP3669781-18</b>
Endorsement Effective Date:	<b>05/01/2018</b>	Endorsement: <b>1</b>

---





**CONTINGENT BODILY INJURY/PROPERTY DAMAGE  
COVERAGE ENDORSEMENT**

In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

Section III. Exclusions, paragraph B. is deleted and replaced with the following:

- B.** based on or arising out of **Bodily Injury** or **Property Damage** unless the **Claim** results solely from an act or omission committed by the **Named Insured** in the performance of **Appraisal Services** provided that:
- (1) such act or omission was a proximate cause of the **Bodily Injury** or **Property Damage**; and
  - (2) there is no other policy that is applicable to such **Claim**;

Section III. Exclusions is amended to include the following:

based on or arising out of the ownership, maintenance, operation, use, entrustment to others, loading, or unloading of any motor vehicle, aircraft or watercraft, operated by, rented or loaned to the **Named Insured**;

based on or arising out of any act or omission for which the **Named Insured** could be held liable under any workers compensation, unemployment compensation or disability benefits law or under any similar law;

based on or arising out of **Bodily Injury** to the **Named Insured**, or any employee, trainee or apprentice of the **Named Insured**, or to any obligation of the **Named Insured** to indemnify or contribute with another employer because of **Damages** arising out of such injury.

Section IV. Limits of Liability is amended to include the following:

**Limit of Liability – Bodily Injury or Property Damage Claims**

The Company's liability for all **Damages** and **Claim Expenses** from all **Bodily Injury** or **Property Damage Claims** first made and reported in writing to the Company during the **Policy Period** will not exceed \$100,000, which sum is within and not in addition to the **Damages** or **Claim Expenses** Limit of Liability – Policy Aggregate stated in the Declarations.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

---

Insured:	<b>John J DiMarzio</b>		<b>DIMJ81-4</b>
Policy Period:	<b>05/01/2018 - 05/01/2019</b>	Policy Number:	<b>RAP3669781-18</b>
Endorsement Effective Date:	<b>05/01/2018</b>	Endorsement:	<b>2</b>

---



**APPRAISERS DRONE + BODILY INJURY/PROPERTY  
DAMAGE COVERAGE ENDORSEMENT**

In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

Section I. Insuring Agreement, is deleted and replaced with the following:

**Section I. Insuring Agreement**

The Company will pay on behalf of the Named Insured all sums in excess of the deductible that the Named Insured becomes legally obligated to pay as Damages and Claim Expenses as a result of a Claim first made against the Named Insured and reported in writing to the Company during the Policy Period or Extended Reporting Period by reason of an act or omission, including Personal Injury, in the performance of Appraisal Services by the Named Insured, including any Drone Claims, provided that:

- A. no such act or omission, or Related Act or Omission, was committed prior to the Retroactive Date; and
- B. prior to the inception date of the first policy issued by the Company, and continuously renewed, the Named Insured had no basis to believe that any such act or omission, or Related Act or Omission, might reasonably be expected to be the basis of a Claim.

The Company has the right and duty to defend any Claim against the Named Insured even if any of the allegations of the Claim are groundless, false or fraudulent. Defense counsel may be designated by the Company or, at the Company's option, by the Named Insured with the Company's written consent and subject to the Company's guidelines.

Section II. Definitions, is amended to include the following:

**"Drone"** means a multiple rotary wing small Unmanned Aircraft (sUA) as otherwise defined in Title 14 of the Code of Federal Regulations (14 CFR) part 107, or any future version of the Code or amendment thereto.

**"Drone Claims"** means any Claim arising out of the operation of a Drone for the sole purpose of photography or videography on behalf of the Named Insured, provided that such Drone operation is in compliance with all legal requirements of the applicable jurisdiction as well as Title 14 of the Code of Federal Regulations (14 CFR) part 107, or any future version of the Code or amendment thereto.

---

Insured:	<b>John J DiMarzio</b>		<b>DIMJ81-4</b>
Policy Period:	<b>05/01/2018 - 05/01/2019</b>	Policy Number:	<b>RAP3669781-18</b>
Endorsement Effective Date:	<b>05/01/2018</b>	Endorsement:	<b>3</b>

---



**APPRAISERS DRONE + BODILY INJURY/PROPERTY  
DAMAGE COVERAGE ENDORSEMENT**

---

Section III. Exclusions, paragraph B. is deleted and replaced with the following:

- B.** based on or arising out of **Bodily Injury or Property Damage**, except that this exclusion does not apply to **Drone Claims**;

Section III. Exclusions is amended to include the following:

based on or arising out of any **Claims** in which the **Named Insured** could be held liable under any workers compensation, unemployment compensation or disability benefits law or under any similar law;

based on or arising out of **Bodily Injury** to the **Named Insured**, or any employee, trainee or apprentice of the **Named Insured**, or to any obligation of the **Named Insured** to indemnify or contribute with another employer because of **Damages** arising out of such injury.

Section IV. Limits of Liability is amended to include the following:

**Limit of Liability – Drone Claims**

The **Company's** liability for all **Damages and Claim Expenses** from all **Drone Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed \$25,000, which sum is within and not in addition to the **Damages or Claim Expenses** Limit of Liability – Policy Aggregate stated in the **Declarations**.

Section V. Deductible is amended to include the following:

Notwithstanding the deductible amount stated in Item 5. in the Declaration, the **Named Insured's** deductible obligation for each **Drone Claim** is \$1,000 and applies to the payment of **Damages and Claim Expenses**. The deductible will be paid by the **Named Insured** before the **Company** has any obligation under this Policy to pay any **Damages or Claim Expenses** as to any **Drone Claim**. The limits of liability are in addition to, and in excess of, the deductible.

It is further agreed that the Policy is amended where indicated by a  below:

- This Policy excludes from coverage any **Drone Claims** arising out of services that were performed prior to \_\_\_\_\_ or after \_\_\_\_\_.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

---



UNITED SERVICES AUTOMOBILE ASSOCIATION

(A RECIPROCAL INTERINSURANCE EXCHANGE)
9800 Fredericksburg Road - San Antonio, Texas 78288
NEW HAMPSHIRE AUTO POLICY
AMENDED DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
AMENDMENT TO

State 05, 06, 07, Veh, POLICY NUMBER
NH 028028028, Terr, 01714 19 62U 7103 5
POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE SEP 19 2018 TO MAY 16 2019

Named Insured and Address

JOHN J DIMARZIO
PO BOX 901
FRANCONIA NH 03580-0901

OPERATORS
01 JOHN J DIMARZIO
02 KIMBERLY J DIMARZIO

Description of Vehicle(s)

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE SYM, WORKSCHOOL Miles Per Week, Days Per Week. Rows for vehicles 05, 06, and 07.

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School, B=Business, F=Farm, P=Pleasure
VEH 05 FRANCONIA NH 03580-5148 VEH 07 FRANCONIA NH 03580-5148
VEH 06 FRANCONIA NH 03580-5148

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE), VEH 05 ANNUAL, VEH 06 ANNUAL, VEH 07 ANNUAL, VEH. Rows include PART A - LIABILITY, PART B - MEDICAL PAYMENTS, PART C - UNINSURED MOTORISTS, PART D - PHYSICAL DAMAGE COVERAGE, and VEHICLE TOTAL PREMIUM.

ADDITIONAL INTEREST - LESSOR
VEH 07 CAB EAST LLC, MINNEAPOLIS MN

ENDORSEMENTS: ADDED 09-19-18 - A072(06)
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY)- A200NH(02) ACCFOR(01) A402NH(01)
RSGPCW(01) 5100NH(01)
INFORMATION FORMS: 88356(01)

F2 1
06 RMF4700000 07 RMM4800000

In WITNESS WHEREOF, the Subscribers at UNITED SERVICES AUTOMOBILE ASSOCIATION have caused these presents to be signed by their Attorney-in-Fact on this date SEPTEMBER 18, 2018

Laura Bishop
Laura Bishop
President, USAA Reciprocal Attorney-in-Fact, Inc.

# Amica Mutual Insurance Company

Lincoln, Rhode Island

**DECLARATIONS**

**PERSONAL AUTO POLICY NO. 9910283041**

**NAMED INSURED AND ADDRESS**

DE REILLY AND  
LEITHA REILLY  
18 LANTERN LN  
LONDONDERRY NH 03053

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

From: OCTOBER 26, 2018  
To: OCTOBER 26, 2019

Auto No.	DESCRIPTION OF AUTO(S) OR TRAILER(S)	LOSS PAYEE
1	2014 GMC ACADIA AWD UTILITY - 4WD VIN 1GKKVRKD2EJ206330 USE: AVERAGE DAILY MILEAGE 68 MILES	ALLY FINANCIAL PO BOX 8100 COCKEYSVILLE MD 21030
2	2010 VOLVO XC90 3.2 AWD 4 DOOR UTILITY - 4WD VIN YV4982CZXA1552944 USE: BUSINESS	

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**

Driver	NAME	DRIVER'S LICENSE NUMBER	Date of Birth			Male or Female	Married or Single	Date First Licensed	
			Mo.	Day	Year			Mo.	Year
1	LEITHA REILLY	NHL16186652	11	12	69	F	M	11	85
2	WADE REILLY	08RYW69131	08	13	69	M	M	08	85
3									
4									
5									
6									

0000725/28 1 03

0000725/28 1 03

# Amica Mutual Insurance Company

Lincoln, Rhode Island

## CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. 9910283041

**NAMED INSURED**

WADE REILLY AND  
LEITHA REILLY

COVERAGE IS PROVIDED WHERE A PREMIUM AND A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE				
COVERAGES	LIMIT OF LIABILITY	PREMIUMS		
<b>A. LIABILITY</b>	\$ 300,000 each person	AUTO 1	AUTO 2	
		2014 GMC	2010 VOLV	
Bodily Injury	\$ 300,000 each accident	\$ 149.00	\$ 178.00	
Property Damage	\$ 100,000 each accident	\$ 124.00	\$ 149.00	
<b>B. MEDICAL PAYMENTS</b>	\$ 5,000 each person	\$ 17.00	\$ 20.00	
<b>C. UNINSURED MOTORISTS</b>	\$ 300,000 each person	\$ 56.00	\$ 56.00	
Bodily Injury	\$ 300,000 each accident			
<b>D. DAMAGE TO YOUR AUTO (ACV means Actual Cash Value)</b>				
1. Collision Loss	AUTO 1    AUTO 2			
ACV minus deductible of	\$1000    \$1000	\$ 160.00	\$ 146.00	
2. Other Than Collision Loss	AUTO 1    AUTO 2			
ACV minus deductible of	\$ 250    \$ 250	\$ 57.00	\$ 47.00	
<b>TOWING AND LABOR COSTS</b>	\$ 100 each disablement	\$ 6.00	\$ 12.00	
<b>OPTIONAL TRANSPORTATION EXPENSES</b>				
AUTO 1	AUTO 2			
\$ 30 DAY/	\$ 30 DAY/			
\$ 900 MAX	\$ 900 MAX	\$ 9.00	\$ 9.00	
<b>FULL SAFETY GLASS COVERAGE</b>		\$ 17.00	\$ 14.00	

**GARAGING LOCATION**

1- IN GARAGE 18 LANTERN LN LONDONDERRY NH 03053  
2- IN GARAGE 18 LANTERN LN LONDONDERRY NH 03053

TOTAL PREMIUM FOR EACH AUTO	\$ 595.00	\$ 631.00
	TOTAL PREMIUM	\$ 1,226.00

000072 6/28 1 03

E-STATE

# Amica Mutual Insurance Company

Lincoln, Rhode Island

Page 3 of 3

## CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. 9910283041

### MED INSURED

WADE REILLY AND  
LEITHA REILLY

#### SPECIAL DISCOUNTS

ANTI-THEFT DEVICE DISCOUNT AUTOS 1,2  
MULTI-LINE DISCOUNT-HOME  
ELEC STABILITY CONTROL DISCOUNT AUTOS 1,2  
SIDE RESTRAINT DISCOUNT AUTOS 1,2  
CLAIM FREE DISCOUNT  
MULTI-CAR DISCOUNT  
LOYALTY DISCOUNT  
E-DISCOUNT  
AUTOPAY DISCOUNT

000072 7728 1 03

#### Form and Endorsements made part of this policy at time of issue:

P 00 01 01 05 PERSONAL AUTO POLICY  
PP 03 03 04 86 TOWING AND LABOR COSTS COVERAGE  
PP 13 33 02 08 LOSS PAYABLE CLAUSE - NEW HAMPSHIRE  
PP 03 02 06 98 OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE  
PP 13 06 01 09 CUSTOM EQUIPMENT EXCLUSION ENDORSEMENT  
PP 01 76 02 17 AMENDMENT OF POLICY PROVISIONS - NEW HAMPSHIRE  
AM 05 28 07 13 AMENDMENT OF PERSONAL AUTO POLICY PROVISIONS  
PP 13 01 12 99 COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT  
NH 04 45 10 17 UNINSURED MOTORISTS COVERAGE - NEW HAMPSHIRE  
PP 23 40 10 15 PUBLIC OR LIVERY CONVEYANCE EXCLUSION ENDORSEMENT  
AM 00 70 12 09 FULL SAFETY GLASS COVERAGE  
AM 00 18 02 01 MUTUAL PROVISIONS - NON-DIVIDEND POLICY

000072 7728 1 03

This policy shall not be valid unless countersigned by our authorized agent or representative.

Countersigned by..... *Dinari Dupont* .....

Page 34  
Authorized Representative

# J. CHET ROGERS - ATTACHMENTS

---



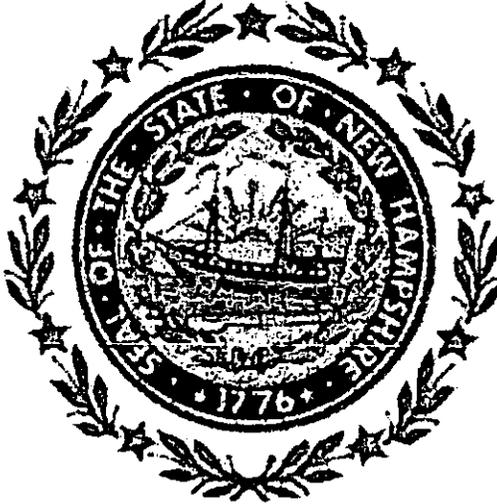
# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: J. CHET ROGERS



Certificate No: NHCG-727

EXPIRATION DATE: 08/31/2019

## State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

Certified General Appraiser

ISSUED TO: J. CHET ROGERS



Certificate No:  
NHCG-727

EXPIRATION DATE:  
08/31/2019

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

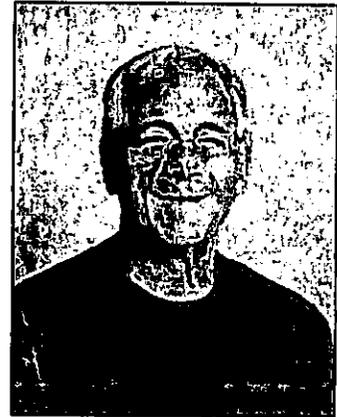
**QUALIFICATIONS OF J. CHET ROGERS, MAI**  
Real Estate Appraiser & Consultant  
New Hampshire, Massachusetts, Maine and Vermont



P.O. Box 1138  
3 Broad Street  
Hollis, NH 03049

603 722-0663  
[chet@chetrogers.com](mailto:chet@chetrogers.com)

[www.chetrogers.com](http://www.chetrogers.com)  
[www.conservationappraisal.com](http://www.conservationappraisal.com)



**Appraisal Business Experience:**

Independent commercial real estate appraiser licensed in NH, MA, ME and VT.  
Engaged full time in the appraisal of real estate since 2003  
Residential appraiser for Mickeriz Appraisal Company of Rumford, Maine 2003 to 2004  
Commercial appraiser for R. G. Bramley & Co of Nashua, NH 2004 to 2010  
Commercial assignments include appraisals in connection with buying, selling, financing, eminent domain takings, bankruptcies, divorces, tax abatements, estate valuations, and portfolio management.  
Experience in conservation easements, donations and acquisitions  
Experience in IRS and "Yellow Book" appraisals.  
Experience in eminent domain and tax abatement appraisals.

**Licenses and Designations:**

MAI designation from the Appraisal Institute  
DAC, Designated Appraiser Coalition, Founding Member  
New Hampshire Certified General Appraiser (NHCG-727)  
Maine Certified General Appraiser (MECG-2590)  
Massachusetts Certified General Appraiser (MACG-103344)  
Vermont Certified General Appraiser (VTCG-080.0091163)  
Certificate for Valuation of Conservation Easements, AI-ASA-ASFMRA-LTA  
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)  
LEED AP Accreditation, Green Building Certification Institute, expired

**Education:**

Over 700 hours appraisal education (see list below)  
Various technical certifications in the computer network field from Cisco, Novell and Microsoft

**Universities:**

Graduate work in engineering management at Northeastern University  
Graduate work in electrical engineering at Syracuse University  
B.S. Electrical Engineering at Virginia Tech

Appraisal Seminars, Classes, or Exams:

April 2018	Uniform Appraisal Standards for Federal Land Acquisitions
December 2017	USPAP 2018-19 Update Course
November 2017	Analyzing Tenant Credit Risk and Commercial Lease Analysis
May 2017	NH Shoreland Water Quality & Wetlands
November 2016	Eminent Domain and Condemnation
November 2016	NH's Changing Economics
September 2016	Paragon for Appraisers
May 2016	Land Valuation Seminar, AI-NH
January 2016	Accessing and Understanding NH Public Data, Update
January 2016	Supervisor-Trainee Course for New Hampshire, McKissock
November 2015	Drone Technology and Its Impact on Appraisers, NH-AI
October 2015	Advanced Excel for Appraisers, NH-AI
September 2015	Advanced Income Capitalization, AI
September 2015	A Pause in the Recovery, NH-AI
May 2015	Commercial Real Estate Lending and Valuation Process
January 2015	NH Past Presidents Speak, NH-AI
November 2014	Data Visualization in Appraisal, AI
November 2014	NH Department of Revenue, NH-AI
November 2014	Review of Court Decisions on Valuations, AI
October 2014	Right of Way – Three Case Studies, AI
October 2014	Business Practices and Ethics, AI
September 2014	Reaching Escape Velocity: Breaking Free of the Great Recession, NH-AI.
June 2014	Conservation Easement Valuation Workshop, AI
June 2014	USPAP 2014-2015 Update, AI
May 2014	Real Estate Valuation from the Developer Perspective, NH-AI
March 2014	Residential Appraisal: Beyond the Secondary Market, NH-AI
March 2014	Appraisals of Senior Housing and Long-Term Care Properties, AI
January 2014	Accessing and Understanding NH Public Data, NH-AI
November 2013	Appraising Special Properties, NH-AI
November 2013	Valuation of Conservation Easements, AI
November 2013	Appraisal of Real Estate 14 <sup>th</sup> Edition Changes, AI
October 2013	Carving Out Your Legal Niche, AI
October 2013	Complex Litigation Appraisal Case Studies, AI
September 2013	Appraisal Reviewers Roundtable, NH-AI
May 2013	Commercial Real Estate Roundtable, NH-AI
April 2013	Commercial Bankruptcy, Workouts, and the Valuation Process
April 2013	The Appraiser as an Expert Witness, NH-AI
January 2013	NH Real Estate Appraiser Board, NH-AI
November 2012	Retail Center Analysis for Financing, AU
November 2012	New Hampshire's Shifting Growth and Demographic Forces, NH-AI
November 2012	Practical Application of the Cost Approach, AU
September 2012	Map Websites for Appraisers, NH-AI
August 2012	Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book), GL
August 2012	Site Analysis and Valuation, AU
June 2012	Federal Agencies and Appraisal: Program Updates
May 2012	Values and Trends in the Commercial Real Estate Investment Market, NH-AI
April 2012	USPAP 2012-2013, NH-AI
January 2012	Energy Efficiency Factors When Appraising Commercial Buildings, NH-AI
November 2011	Regulatory Updates from Members of the NH Appraiser Board, NH-AI
October 2011	Interagency Appraisal & Evaluation Guidelines for Appraisers & Lenders, AI
September 2011	Attacking and Defending an Appraisal in Litigation, Whitmer

Seminars, Classes, or Exams ...continued

July 2011 Perspectives from Commercial Review Appraisers, AI  
May 2011 Uniform Mortgage Data Program, NH-AI  
April 2011 Real Estate Industry Perspectives on Lease Accounting, AI Appraisal  
March 2011 GIS Mapping, UNH  
March 2011 Workforce Housing in New Hampshire, NH-AI  
February 2011 Property Tax Appeals, NH-AI  
January 2011 Appraising Historic Property, AU  
January 2011 Making Maps the Google Way, UNH  
October 2010 Technology for Narrative Appraisals, NH-AI  
October 2010 Allocation of Hotel Total Assets, AI  
May 2010 Appraisal Curriculum Overview, AI  
May 2010 Estimating Property Damage, NH-AI  
March 2010 New Hampshire Economy and Real Estate Market, NH-AI  
March 2010 2010-2011 USPAP Update, NH-AI  
February 2010 Contemporary Appraisal Issues with SBA Financing, AI  
January 2010 Loss Prevention Seminar, LIA  
November 2009 Valuation of Low-Income Housing Tax Credit (LIHTC) Properties, NH-AI  
October 2009 USPAP Update, NH-AI  
October 2009 New England Appraisers Expo 2009, AI  
May 2009 Appraisal of Manufactured Housing Communities, NH-AI  
May 2009 Evaluating Residential Construction, NH-AI  
April 2009 Introducing Valuation for Financial Reporting, AI  
March 2009 Develop an Effective Marketing Plan, AI  
March 2009 Real Data: Analysis of Real Estate, NH-AI  
January 2009 Branding in the Age of Findability, AI  
January 2009 Changes to the Comprehensive Shoreline Protection Act, NH-AI  
January 2009 The Real Implications of the HVCC on Appraisers & Lenders, AI  
November 2008 Review Appraiser Seminar, NH-AI  
October 2008 New England Appraisers Expo, MBREA  
June 2008 General Demonstration of Knowledge Appraisal Report Workshop, AI  
May 2008 NH Bureau of Tax and Land Appeals, NH-AI  
March 2008 Valuation of Conservation Easements, AI-ASA-ASFMRA-LTA  
November 2007 Appraising Conservation Easements, MAREAB  
October 2007 National USPAP Update #420, NH-AI  
October 2007 Current Use Seminar, NH-AI  
September 2007 Certified General exam; NH ME  
May 2007 Affordable Housing Financing & Valuation; NH-AI  
February 2007 MAI Comprehensive Exam; AI  
October 2006 The Future of the Foundation; NH-AI  
September 2006 Real Estate Values & Trends in NH; NH-AI  
June 2006 Advanced Applications; AI  
May 2006 Eminent Domain Appraising; NH-AI  
April 2006 Scope of Work; AI  
March 2006 Report Writing and Valuation Analysis; AI  
January 2006 Real Data: How to use their tools in the analysis of real estate; NH-AI  
January 2006 Business Practices and Ethics; AI  
December 2005 Advanced Sales Comparison and Cost Approach; AI  
October 2005 Appraising Conservation Easements; NH-AI  
October 2005 Highest and Best Use and Market Analysis; AI  
September 2005 Advanced Income Capitalization; AI  
May 2005 NHREAB; NH-AI  
May 2005 USPAP Update; MA-AI  
March 2005 ISA & Home Inspection; NH-AI  
March 2005 Appraising Convenience Stores; ME-AI

Appraisal Seminars, Classes, or Exams ...continued

February 2005	General Demonstration Report Writing; MA-AI
February 2005	Associate Members Guidance; MA-AI
January 2005	Excavation in New Hampshire; NH-AI
October 2004	Appraising Income Properties; JMB Real Estate Academy
October 2003	Uniform Standards of Professional Appraisal Practices; AREA
October 2003	Basics of Real Estate Appraisal; JMB Real Estate Academy
September 2003	Appraising the Single-Family Home; AREA

Appraisal assignments include:

Testimony to NH BTLA	Testimony to Maine Superior Court
Conservation Easements	Bankruptcies & Workouts
Conservation Acquisitions	Zoning Variances
“Yellow Book” Appraisals	Industrial Buildings
Multi-Family Buildings	HUD Section 8 Rent Studies
Apartment Buildings	Commercial Retail Buildings
Raw land	Golf Courses
Condominiums	Self-Storage Facilities
Subdivisions	Professional Office Buildings and Condos
Gas Stations/Convenience Stores	Mobile Home Parks
Churches	Parking Lots
Restaurants	Tax Abatements
Shopping Centers	Eminent Domain Takings
Airplane Hangars	Auto Service Garages
Laundromats	Retail Buildings
Contaminations	Medical Office Buildings and Condos
Health/Fitness Clubs	Single-Family Residences
2-4 Family Dwellings	Work-force Housing
Hotels	Camp Grounds
Motels	Nordic Ski Area
Veterinary Clinics	Auto Dealerships
Ocean-front and lake-front properties	Farms
Right-of-Ways for power lines, pipelines, & rail trails	Funeral Homes

In addition to appraisal work, I have served in the following capacities:

1960-1964:	Computer Engineer for International Business Machines in Endicott, New York
1964-1975:	Computer Engineer for Honeywell in Waltham, Massachusetts
1975-1982:	Founder, Audio of New England, 6 Retail Locations and a Wholesale Business
1985-1987	Participated as a Principal in a Waterfront Subdivision in the State of Maine
1982-2004:	Founder, Micro C, Inc., a Computer and Network Support Company
1994-2003:	Founder, Micro C Training Center, a Computer Network Training Company
1993-2006:	Owner and Manager of a Commercial Office Building
2001-2007:	Race Director, Applefest Half-Marathon in Hollis, NH
2005-2006:	Founder, New England Appraiser Training
2007-Present:	Founder, J Chet Rogers LLC
2010-2016:	Appraisal Institute - New Hampshire Chapter, Board of Directors
2013-2015:	Appraisal Institute - New Hampshire Chapter, Vice President
2013-2016:	YMCA of Greater Nashua – Board of Directors
2015-Present:	Hollis Planning Board –member

**Chet Rogers, MAI - Expert Disclosure Statement**

DATE	PURPOSE	LOCATION	REPORT	JUDICIARY BRANCH/ATTORNEY
September 17, 2018	Tax Abatement	The Mills Keene, NH	171005	Cheshire Cty Superior Court John Hayes
April 18, 2018	Tax Abatement	The Mills Keene, NH	171005	Keene, NH Assessors Paul Alfano
Decemer 20, 2017	Tax Abatement	Lafayette Road MHP Portsmouth NH	170208	Portsmouth NH Assessor Liz Nolin NH BTLA
November 15, 2017	Tax Abatement	145 Broad St. Claremont, NH	170202	Robert Carey, Esq Orr & Reno P.A.
November 7, 2017	Tax Abatement	519 Washington St Auburn, MA	171006	MA ATB Matt Luz, Esq.
June 20, 2017	Eminent Domain	88 Pine St. Nashua, NH	141014	NH BTLA Gerald Prunier, Esq Prunier & Prohlman, PA.
October 15, 2014	Estate Partition	441 Main St Hampstead, NH	140530	Rockingham Probate Court Sheliah M. Kaufold, Esq SK Lawyers PLLC
October 7, 2014	Eminent Domain	3 Pine St. & 11 Ledge St. Nashua, NH	130308	NH BTLA Bill Barry, Esq. Barry & Honorow, P.L.L.C.
June 5, 2012	Eminent Domain	44 Broad St. Nashua, NH	120329	NH BTLA Bill Barry, Esq. Barry & Honorow, P.L.L.C.
July 14, 2011	Eminent Domain	396-418 Main St. Norway, ME	100814	Oxford County, ME Superior Court Durwood Parkinson, Esq. Bergen & Parkinson
May 26, 2011	Eminent Domain	129 Rockingham Rd Londonderry, NH	110126	NH BTLA Don Crandlemire, Esq. Shaheen & Gordon P.C.
May 14, 2009	Eminent Domain	90 Range Rd Windham, NH	4927	NH BTLA Andrew Sullivan, Esq. Andrew Sullivan Law
June 4, 2007	Tax Abatement	Mill Pine Village 2 Mill Pine Rd Sandown, NH	4810	Rockingham County arbitration Town of Sandown Barbara Loughman, Esq. Soule, Leslie, Kidder, Sayward & Loughman
Various	Eminent Domain	Various	Various	While on staff at R.G. Bramley, I did several appraisals of eminent domain takings in NH that Mr. Bramley acted as expert witness for.

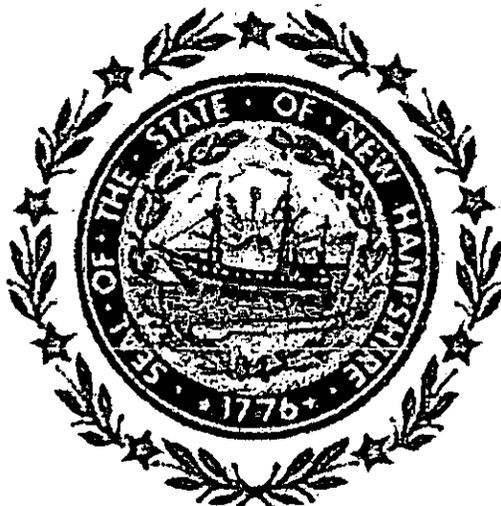
# JOHN DIMARZIO - ATTACHMENTS

---



# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS AN  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: JOHN JOSEPH DIMARZIO



NHCG-963

EXPIRATION DATE: 05/31/2019

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS AN  
Certified General Appraiser  
ISSUED TO: JOHN JOSEPH DIMARZIO



NHCG-963

EXPIRATION DATE:  
05/31/2019

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

## QUALIFICATIONS OF JOHN J. DIMARZIO

Certified General Real Estate Appraiser

PO Box 704  
Franconia, NH 03580  
(603) 991-8119 Fax: 888-510-3312  
abovethenotchappraisals@gmail.com

### Appraisal Experience:

Certified General Real Estate Appraiser / Owner, Above The Notch Appraisals LLC, April 2018 - Present  
Commercial Real Estate Appraiser, J. Chet Rogers LLC, PO Box 1138, Hollis, NH; Jan 2016 - Present  
Real Estate Appraiser, White Mountain Appraisals Inc, PO Box 901, Franconia, NH; Jan 2014 – Feb 2016  
Engaged full time in the appraisal of real estate since January 2014 with over 3,000 hours of experience.  
In addition to appraisal work, I currently serve on the Franconia Planning Board.

### Licenses:

New Hampshire Certified General Appraiser (NHCG-963)

### Professional Affiliations:

Practicing Affiliate of the Appraisal Institute

### Education:

Over 300 hours of appraisal education (see list below)  
Bachelor of Science in Business Administration, Aviation Management, Robert Morris College, Coraopolis, PA  
Associate in Applied Science, Professional Pilot, Community College of Beaver County, Beaver Falls, PA

### Background:

Captain, World Airways, 101 World Drive, Peachtree City, GA; April 2001 to November 2013  
Crew Chief / Aircraft Mechanic, 911<sup>th</sup> Airlift Wing, ARS, Pittsburgh, PA; August 1990 to February 2003  
Line Check Airman, CommutAir Inc / Continental Connection, Plattsburgh, NY; May 1998 to April 2001  
Corporate Pilot, Dave Hallman Auto Group, Erie, PA; April 1997 to April 1998  
Assistant Chief Pilot and Air Taxi Pilot, Pro Flight Center Inc, Beaver County Airport, Beaver Falls PA,  
November 1995 to May 1997

### Other Certificates & Licenses Held:

Airline Transport Pilot, Airplane Multi-Engine Land

Commercial Pilot, Airplane Single-Engine Land, Instrument

Flight Engineer, Turbojet Powered

Certified Flight Instructor, Airplane Single-Engine Land, Instrument

Ground Instructor, Advance and Instrument

Mechanic, Airframe and Powerplant

### Appraisal Classes & Seminars:

December 2017	National USPAP Update Course 2018-2019, Appraisal Institute
October 2017	Residential Site Valuation and the Cost Approach, JMB Real Estate Academy
June 2017	Basic Hotel Appraising-Limited Service Hotels, McKissock
June 2017	Investment Analysis for Real Estate Appraisers, JMB Real Estate Academy
January 2017	Yellow Book Changes-Overview for Appraisers, Appraisal Institute
February 2016	Business Practices & Ethics, Appraisal Institute
January 2016	Supervisor-Trainee Course for New Hampshire, McKissock
December 2015	National USPAP Update Course 2016-2017, Appraisal Institute
December 2015	Mastering Unique and Complex Property Appraisal, JMB Real Estate Academy
November 2015	General Appraiser Report Writing and Case Studies, Appraisal Institute
October 2015	General Appraiser Site Valuation & Cost Approach, Appraisal Institute
September 2015	General Appraiser Sales Comparison Approach, Appraisal Institute
July 2015	Statistics, Modeling and Finance, JMB Real Estate Academy LLC
July 2015	General Appraiser Market Analysis and Highest & Best Use, Appraisal Institute
April 2015	Unraveling the Mystery of Fannie Mae Appraisal Guidelines, Appraisal Institute
March 2015	General Appraiser Income Approach Part 2, Appraisal Institute
March 2015	Liability Issues for Appraisers Performing Litigation and Other Non-Lender Work, AI
February 2015	General Appraiser Income Approach Part 1, Appraisal Institute
January 2015	Using Your HP12C Financial Calculator, Appraisal Institute
April 2014	Basic Appraisal Procedures, MBREA
February 2014	Basic Appraisal Principles, LeMay School of Real Estate
January 2014	USPAP 2014-2015, JMB Real Estate Academy

# LEITHA REILLY - ATTACHMENTS

---

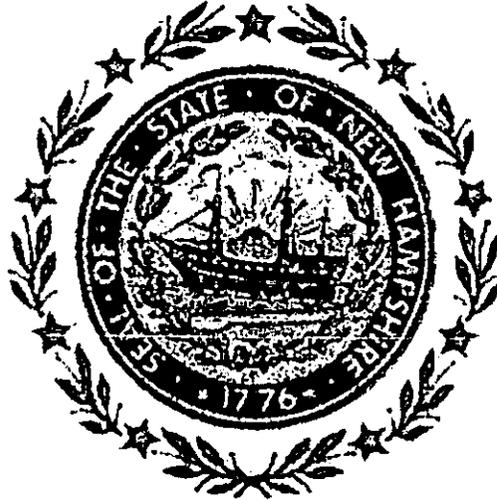
# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

CERTIFIED GENERAL APPRAISER

ISSUED TO: LEITHA A REILLY



NHCG-948

EXPIRATION DATE: 11/30/2020

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

Certified General Appraiser

ISSUED TO: LEITHA A REILLY



NHCG-948

EXPIRATION DATE:  
11/30/2020

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

# LEITHA REILLY

J. Chet Rogers, LLC, P.O. Box 1138, 3 Broad Street, Hollis, NH 03049

www.chetrogers.com · www.conservationappraisal.com

leitha@chetrogers.com · (630)640-7220 mobile

---

Commercial real estate appraiser licensed in New Hampshire

Engaged full-time in the appraisal of real estate since 2013

Commercial assignments include appraisals in connection with buying, selling, financing, bankruptcies, divorces, tax abatements, zoning variances, conservation easements, Yellow Book, estate valuation and portfolio management

## LICENSES, AFFILIATIONS & DEGREES

NEW HAMPSHIRE CERTIFIED GENERAL APPRAISER, NHCG-948

PRACTICING AFFILIATE, APPRAISAL INSTITUTE

M.B.A., BOSTON COLLEGE, 1997

B.B.A., UMASS AMHERST, 1992

## BOARDS & COMMISSIONS

2012 – 2018

SCHOOL BOARD, LONDONDERRY, NH

Chair, 2014-2015 · Vice Chair, 2013-2014

2010 – PRESENT

PLANNING BOARD, LONDONDERRY, NH

2011 – PRESENT

SOUTHERN NH PLANNING COMMISSION, MANCHESTER, NH

2014 – 2017

CAPITAL IMPROVEMENTS PLAN, LONDONDERRY, NH

2011 – 2013

MASTER PLAN, LONDONDERRY, NH

Chair, 2011-2013

## WORK EXPERIENCE

2013 – PRESENT

COMMERCIAL REAL ESTATE APPRAISER

Licensed in NH – Commercial assignments in NH, MA and ME

1998 – 2002

**DIRECTOR, MANAGED & PROFESSIONAL SERVICES, CABLE & WIRELESS N.A.**

Chicago, IL & Boston, MA – Internet Security, Application Development, Project Management

1992 – 1998

**ADMINISTRATIVE OFFICER, BROWN BROTHERS HARRIMAN & CO.**

Boston, MA and New York, NY – Product Development, Management Training Program, Custody Accounts, Mutual Fund Accounting

## **APPRAISAL CLASSES & SEMINARS**

Over 370 hours of appraisal education:

November 2018	Updates on the NH Economy
September 2018	Appraising Energy-Efficient Residential Properties
May 2018	Understanding & Using Public Data
December 2017	7-Hour National USPAP Update (2018-2019)
June 2017	Business Practices & Ethics (Appraisal Institute)
March 2017	The Tough One: Mixed Use Properties Income Capitalization Approach
December 2016	7-Hour National USPAP Update (2016-2017)
October 2016	Paragon for Appraisers
June 2016	Supervisor-Trainee Course for New Hampshire
May 2016	Introduction to Land Valuation
January 2016	Essential Elements of Disclosures & Disclaimers
December 2015	Mastering Unique & Complex Property Appraisal
November 2015	General Appraiser Report Writing and Case Studies
October 2015	Green Construction A1
October 2015	Green Construction A2
October 2015	General Appraiser Site Valuation and Cost Approach
September 2015	General Appraiser Sales Comparison & Income Approaches
September 2015	Residential Market Analysis and Highest & Best Use
July 2015	General Appraiser Market Analysis and Highest & Best Use
May 2015	Commercial Real Estate Lending & Real Estate Valuation Process
April 2015	General Appraiser Income Approach – Part 2
February 2015	General Appraiser Income Approach – Part 1
February 2015	Statistics, Modeling & Finance
January 2015	AINH Past Presidents Speak on the Appraisal Industry & Valuation Techniques
December 2014	7-Hour National USPAP Update (2014-2015)
June 2014	Conservation Easement Valuation Workshop
October 2013	Uniform Standards of Professional Appraisal Practices
September 2013	Basic Appraisal Procedures
September 2013	Basic Appraisal Principles

**J. CHET ROGERS, LLC**  
Commercial Real Estate Appraiser  
P.O. Box 1138  
Hollis, New Hampshire 03049

New Hampshire Certified General-NHCG-727  
Maine Certified General-MECG-2590  
Massachusetts Certified General-MACG-103344  
Vermont Certified General-VTCG-080.0091163  
[www.chetrogers.com](http://www.chetrogers.com) [www.conservationappraisal.com](http://www.conservationappraisal.com)

Tel: (603) 722-0663  
Fax: (603) 546-7776

Email: [chet@chetrogers.com](mailto:chet@chetrogers.com)

December 14, 2018

Stephen A. Bernard  
Chief Right-of-Way Appraiser  
Bureau of Right-of-Way  
J.O. Morton Building - Room 100  
7 Hazen Drive  
Concord, NH 03302

Re: NH DOT Fee Appraiser Proposal

Dear Mr. Bernard:

This is my application for your five-year fee appraiser pool.

I. The following are the names of appraisers who will perform work.

J. Chet Rogers, MAI NIICG-727

Leitha Reilly, NHCG-948

John DiMarzio, NHCG-963

CVs, NH licenses, proof of car insurance attached for all three, plus expert witness disclosure for Chet Rogers. E&O insurance for Chet Rogers and John DiMarzio, plus liability insurance for Chet Rogers. If it is decided that Leitha Reilly is required to sign appraisals, she will get E&O insurance.

Chet has done appraisals for several eminent domain takings. All three appraisers have experience with partial interest easements like conservation, power lines, access, sewer lines, bike trails, etc.

2. Below are per diem rates for each appraiser participating. Rates will stay in effect for the length of the contract.

Chet Rogers ..... \$1,200

Leitha Reilly ..... \$900

John DiMarzio ..... \$900



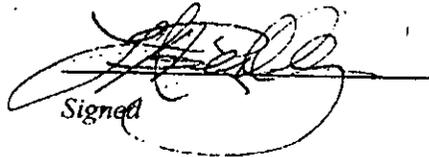
3. A Certificate of Good Standing from the New Hampshire Secretary of State's Office is attached. A copy of the Certificate of Vote is not applicable as this is not a corporation.

4. A signed Debarment Clause for each appraiser follows:

"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."

*Chet Rogers*

"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."

  
Signed

"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."

*Chet Rogers*

5. A Certificate of Insurance Coverage: The insurance coverage required under the contract is for Comprehensive General Liability and Professional Liability (Errors and Omissions is acceptable) in amounts as follows:

a. Commercial or comprehensive general liability insurance including contractual coverage, for 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 occurrence (STATE OF NEW HAMPSHIRE) to be named as an additional insured.

Attached – J. Chet Rogers and John DiMarzio

b. Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 in the 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. No retention (deductible) shall be more than \$25,000.

Attached – J. Chet Rogers and John DiMarzio

c. 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.

Attached – J. Chet Rogers, John DiMarzio and Leitha Reilly

d. Workers' compensation and employer's liability insurance as required by law.

Not applicable

Very truly yours,



J. CHET ROGERS, MAI

Certified General Appraiser NHCG-727

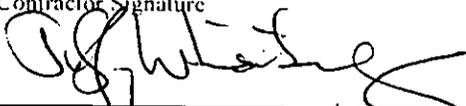
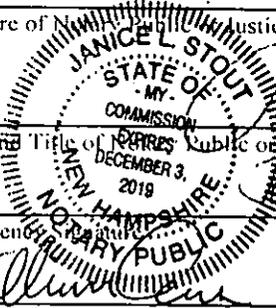
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301</b>	
1.3 Contractor Name <b>Leidinger Appraisals (Vendor #160125)</b>		1.4 Contractor Address <b>354 Hackleboro Road Canterbury NH 03224</b>	
1.5 Contractor Phone Number <b>603-783-3313</b>	1.6 Account Number <b>015-096-3054-046-0464 or 017-096-7507-046-0464</b>	1.7 Completion Date <b>5 YEARS AFTER G&amp;C APPROVAL</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>JEFFREY W. LEIDINGER, owner</b>	
1.13 Acknowledgment: State of <b>NH</b> , County of <b>MERRIMACK</b> On <b>2-13-2019</b> , 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 [Seal]  <b>Janice L Stout</b>			
1.13.2 Name and Title of Notary Public <b>Janice L Stout Notary Public</b>			
1.14 State Agency Signature  Date: <b>2/26/19</b>		1.15 Name and Title of State Agency Signatory <b>William Cass, Asst. Commissioner</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <b>Emily C. Hoag</b> On: <b>4/1/19</b>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

\*Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**S. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9; or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2,81-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## EXHIBIT A

### 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.

**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.

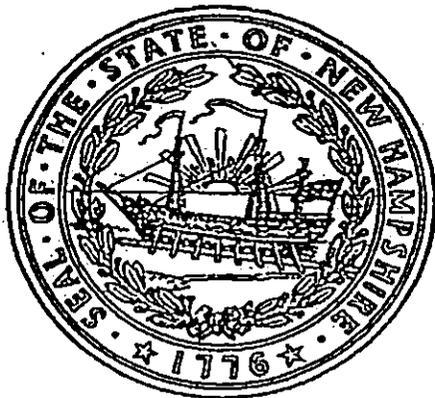
**State of New Hampshire  
Department of State**

**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 to transact business in New Hampshire on February 07, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 226583

Certificate Number: 0004224450



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of December A.D. 2018.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

Business Name: LEIDINGER APPRAISALS	Business ID: 226583
Business Type: Trade Name	Business Status: Active
Expiration Date: 2/7/2020	Last Renewal Date: Not Available
Business Creation Date: 02/07/1995	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 02/07/1995	
Principal Office 354 HACKLEBORO RD, Address: CANTERBURY, NH, 03224, USA	Mailing Address: NONE
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / REAL ESTATE APPRAISALS	

Page 1 of 1, records 1 to 1 of 1

### Trade Name Information

No Trade Name(s) associated to this business.

### Trade Name Owned By

Name	Title	Address
Jeffrey Leidinger W	Applicant	354 Hacklebord Rd, Canterbury, NH, 03224, USA

**Trademark Information**

---

<b>Trademark Number</b>	<b>Trademark Name</b>	<b>Business Address</b>	<b>Mailing Address</b>
-------------------------	-----------------------	-------------------------	------------------------

No records to view.

---

[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

[Businesses Linked to Registered Agent](#)

[Return to Search](#)

[Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

Version 2.1 © 2014 PCC Technology Group, LLC, All Rights Reserved.



**A Administrators & Insurance Services**  
**APPRAISAL AND VALUATION**  
**PROFESSIONAL LIABILITY INSURANCE POLICY**  
**DECLARATIONS**



**ASPEN AMERICAN INSURANCE COMPANY**  
 (A stock insurance company herein called the "Company")  
 175 Capitol Blvd. Suite 100  
 Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
02/19/2019	AAI005256-04	AAI005256-03

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item

1. Customer ID: 141570 Named Insured: LEIDINGER APPRAISALS Jeffrey W. Leidinger 354 Hackleboro Road Canterbury, NH 03224	
2. Policy Period: From: 03/12/2019. To: 03/12/2020 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1,000 Each Claim	
4. Retroactive Date: 03/12/1995	
5. Inception Date: 03/12/2016	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate	
7. Mail all notices, including notice of Claim, to: LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652	
8. Annual Premium: \$971.00	
9. Forms attached at issue: LIA002 (12/14) LIA NH (02/15) LIA012 (12/14) LIA013 (10/14)	

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

02/19/2019

Date

By

Authorized Signature

LIA-001 (12/14)

Aspen American Insurance Company

3 Ravinia Drive  
Atlanta GA 30346-2117

**Named Insured**

AT2 M-28-2061-FBC4 F U

001684 3125  
LEIDINGER, JEFFREY  
DBA LEIDINGER APPRAISALS  
354 HACKLEBORD RD  
CANTERBURY NH 03224-2525

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

**Policy Period** 12 Months  
**Effective Date** JUL 2 2018  
**Expiration Date** JUL 2 2019

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

**Agent and Mailing Address**

SANDY DODD CLU, CHFC  
6 DW 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 terms 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 \$ 325.00  
Minimum Premium

Discounts Applied:  
Renewal Year  
Years in Business  
Claim Record

## 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**

MP-4100	Businessowners Coverage Form
E-6999.2	*Terrorism Insurance Cov Notice
MP-4229	Amendatory Endorsement
MP-4786	Addl Insd Owners Lessee Sched
MP-4819.1	Unauthorized Business Card Use
MP-4706	Back-Up of Sewer or Drain
MP-4704	Dependent Prop Loss of Income
MP-4710	Employee Dishonesty
MP-4709	Money and Securities
MP-4703	Utility Interruption Loss Incm
MP-4705	Loss of Income & Extra Expnse
E-3650	Actual Cash Value Endorsement
D-6007	Inland Marine Attach Deco

revised  
 2018  
 MP-4000 NH

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
 Includes copyrighted material of Insurance Services Office, Inc., with its permission.



RENEWAL DECLARATIONS (CONTINUED)

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

\* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

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

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

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

CITY OF CONCORD NEW HAMPSHIRE  
41 GREEN ST  
CONCORD NH 033014255

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.

*Lynne M. Youell*  
Secretary

*Michael J. Lyman*  
President



# Amica Mutual Insurance Company

Lincoln, Rhode Island

## CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. 90012820QJ

**NAMED INSURED**

JEFFREY W. LEIDINGER AND  
CLAUDIA L. LEIDINGER

ALL COVERAGES PROVIDED WHERE A PREMIUM AND A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE						
COVERAGES	LIMIT OF LIABILITY			PREMIUMS		
		AUTO 1	AUTO 2	AUTO 1	AUTO 2	AUTO 3
		1997 FORD	2004 LAND	2008 SAAB		
<b>A. LIABILITY</b>	\$ 300,000	each person				
Bodily Injury	\$ 300,000	each accident		\$ 183.00	\$ 143.00	\$ 143.00
Property Damage	\$ 100,000	each accident		\$ 163.00	\$ 127.00	\$ 127.00
<b>B. MEDICAL PAYMENTS</b>	\$ 10,000	each person		\$ 35.00	\$ 28.00	\$ 24.00
<b>C. UNINSURED MOTORISTS</b>	\$ 300,000	each person		\$ 89.00	\$ 89.00	\$ 89.00
Bodily Injury	\$ 300,000	each accident				
<b>D. DAMAGE TO YOUR AUTO (ACV means Actual Cash Value)</b>						
1. Collision Loss	AUTO 1	AUTO 2	AUTO 3			
ACV minus deductible of	\$1000	\$1000	\$1000	\$ 126.00	\$ 213.00	\$ 159.00
2. Other Than Collision Loss	AUTO 1	AUTO 2	AUTO 3			
ACV minus deductible of	\$ 200	\$ 200	\$ 200	\$ 39.00	\$ 118.00	\$ 78.00
<b>TOWING AND LABOR COSTS</b>	\$ 100	each disablement		\$ 44.00	\$ 39.00	\$ 34.00
<b>OPTIONAL TRANSPORTATION EXPENSES</b>						
AUTO 1	AUTO 2	AUTO 3				
<b>FULL SAFETY GLASS COVERAGE</b>		\$ 10.00	\$ 29.00	\$ 19.00		

**GARAGING LOCATION**

1- IN GARAGE 354 HACKLEBORO RD CANTERBURY NH 03224  
 2- IN GARAGE 354 HACKLEBORO RD CANTERBURY NH 03224  
 3- IN GARAGE 354 HACKLEBORO RD CANTERBURY NH 03224

TOTAL PREMIUM FOR EACH AUTO \$ 689.00 \$ 786.00 \$ 673.00

# Amica Mutual Insurance Company

Lincoln, Rhode Island

## CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. 90012820QJ

**MED INSURED**

JEFFREY W. LEIDINGER AND  
CLAUDIA L. LEIDINGER

ALL COVERAGES PROVIDED WHERE A PREMIUM AND A LIMIT OF LIABILITY IS SHOWN FOR THE COVERAGE			
COVERAGES	LIMIT OF LIABILITY	PREMIUMS	
<b>A. LIABILITY</b>	\$ 300,000 each person		AUTO 4
Bodily Injury	\$ 300,000 each accident		2004 SUBA
Property Damage	\$ 100,000 each accident		\$ 183.00
<b>B. MEDICAL PAYMENTS</b>	\$ 10,000 each person		\$ 30.00
<b>C. UNINSURED MOTORISTS</b>	\$ 300,000 each person		\$ 89.00
Bodily Injury	\$ 300,000 each accident		
<b>D. DAMAGE TO YOUR AUTO (ACV means Actual Cash Value)</b>			
1. Collision Loss	AUTO 4		
ACV minus deductible of	\$1000		\$ 194.00
2. Other Than Collision Loss	AUTO 4		
ACV minus deductible of	\$ 200		\$ 80.00
<b>TOWING AND LABOR COSTS</b>	\$ 100 each disablement		\$ 39.00
<b>OPTIONAL TRANSPORTATION EXPENSES</b>	AUTO 4		
<b>FULL SAFETY GLASS COVERAGE</b>			\$ 20.00
<b>GARAGING LOCATION</b>			
4-IN GARAGE 354 HACKLEBORO RD CANTERBURY NH 03224			

TOTAL PREMIUM FOR EACH AUTO

\$ 798.00

TOTAL PREMIUM \$ 2,946.00

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS AN  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: JEFFREY W LEIDINGER



NHCG-161

EXPIRATION DATE: 01/31/2021

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS AN  
Certified General Appraiser  
ISSUED TO: JEFFREY W LEIDINGER



NHCG-161

EXPIRATION DATE:  
01/31/2021

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

December 20, 2018

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 February 2019 through February 2024

Dear Mr. Bernard:

The purpose of this letter is to formally respond to your letter dated November 13, 2018, 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 \$1,500.
3. I have attached 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

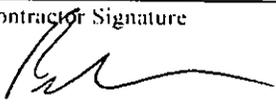
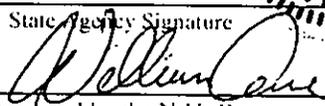
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301</b>	
1.3 Contractor Name <b>McManus &amp; Nault Appraisal Company, Inc. (Vendor #164307)</b>		1.4 Contractor Address <b>1496 Route 3A, Suite 6 Bow NH 03304</b>	
1.5 Contractor Phone Number <b>603-230-9788</b>	1.6 Account Number <b>015-096-3054-046-0464 or 017-096-7507-046-0464</b>	1.7 Completion Date <b>5 YEARS AFTER G&amp;C APPROVAL</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>Peter I. Nault President</b>	
1.13 Acknowledgement: State of <b>New Hampshire</b> , County of <b>Merrimack</b> On <b>02/15/19</b> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace		<b>Angeles Haralabatos</b>	
1.14 State Agency Signature  Date <b>2/26/19</b>		1.15 Name and Title of State Agency Signatory <b>William Cass Asst Commissioner</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <b>Emily C. Gaig</b> On: <b>4/1/19</b>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

\*Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**S. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses; of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## EXHIBIT A

### 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.

**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.

# State of New Hampshire

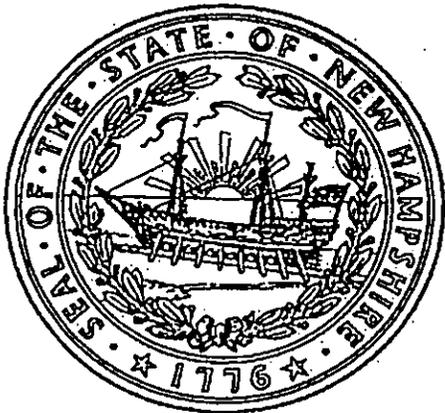
## Department of State

### 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 Profit Corporation registered to transact business in New Hampshire on August 30, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 412971

Certificate Number : 0004223921



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of December A.D. 2018.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

---

Business Name:	MCMANUS & NAULT APPRAISAL COMPANY, INC.	Business ID:	412971
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	08/30/2002	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	08/30/2002		
Principal Office Address:	1496 ROUTE 3A, STE 6, BOW, NH, 03304, USA	Mailing Address:	1496 ROUTE 3A, STE 6, BOW, NH, 03304, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2019
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	peternault@comcast.net	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

---

### Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / REAL ESTATE APPRAISALS AND CONSULTATION AND TO DEVELOP, IMPROVE TRADE BUSINESS	

Page 1 of 1, records 1 to 1 of 1

---



**Principals Information**

Name/Title	Business Address
Peter Nault I / President	722 Route 3a, Suite 6, Bow, NH, 03304, USA
Peter Nault I / Secretary	722 Route 3a, Suite 6, Bow, NH, 03304, USA
Peter Nault I / Director	722 Route 3a, Suite 6, Bow, NH, 03304, USA
Kevin McManus A / Vice President	722 Route 3a, Suite 6, Bow, NH, 03304, USA
Kevin McManus A / Treasurer	722 Route 3a, Suite 6, Bow, NH, 03304, USA

< Previous ... 1 **2** ... **Next >** Page 1 of 2, records 1 to 5 of 6  **Go to Page**

**Registered Agent Information**

Name:	D'Amante, Raymond P, Esq
Registered Office Address:	9 Triangle Park Drive, Concord, NH, 03301, USA
Registered Mailing Address:	9 Triangle Park Drive, Concord, NH, 03301, USA

**Trade Name Information**

No Trade Name(s) associated to this business.

**Trade Name Owned By**

No Records to View.

**Trademark Information**

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

- Filing History
- Address History
- View All Other Addresses
- Name History
- Shares
- Businesses Linked to Registered Agent
- Return to Search
- Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

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

PETER I. NAULT, PRESIDENT

KEVIN A. MCMANUS, VICE PRESIDENT

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 February 15, 2019 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 February 15, 2019, and that Peter I. Nault is the duly elected President, respectively, of this  
corporation.

Attest:

Date:

Feb. 15, 2019

  
\_\_\_\_\_  
Vice President



MCMANAU-01

KMCCOMISH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2018

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 OWNED BY THE CERTIFICATE HOLDER. 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 have ADDITIONAL INSURED provisions or 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 Group, Inc. PO Box 2300 Henniker, NH 03242	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 428-3238		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A: MMG Insurance Company</b>	<b>15997</b>
<b>INSURED</b>  McManus Nault Appraisal Co Inc 722 Rto 3A, Suite 6 Bow, NH 03304	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		
	<b>INSURER G:</b>		

### 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:			BP10953453	9/10/2010	9/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	<b>OMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KA10953453	9/18/2018	9/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The State of New Hampshire is hereby named as an additional insured.

### CERTIFICATE HOLDER

### CANCELLATION

The State of New Hampshire  
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

**LEXINGTON INSURANCE COMPANY**

**WILMINGTON, DELAWARE**

Administrative Offices - 99 High Street, Floor 23, Boston, Massachusetts 02110-23110

Certificate Number: 018390340-06  
This Certificate forms a part of Master Policy Number: 018389876-06  
Renewal of Master Policy Number: 018389876-04

**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. and Peter Nault and Kevin McManus**  
1496 Route 3A, Suite 6  
Bow NH 03304
- 2. Certificate Period: Effective Date: **09/13/18** to Expiration Date: **09/13/19**  
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: \$0 each claim
- 5. Professional Covered Services insured by this policy are: REAL ESTATE APPRAISAL SERVICES
- Advance Certificate Holder Premium: \$ 1,735
- 7. Minimum Earned Premium: 25% or \$ 434

**Forms and Endorsements:**

PRG 3512 (12/15) Real Estate Appraisers Professional Liability Coverage Form, PRG 4020 (12/17) Addendum to the Declarations, PRG 3935 (2/16) Premises Liability Coverage Amendatory Endorsement, 89644 (6/13) Economic Sanctions Endorsement, 91222 (09/16) Policyholder Notice, 118477 (03/15) Policyholder Notice, 119914 (10/16) Recording and Distribution of Material or Information In Violation of Law Exclusion Endorsement, PRG 3150 (10/05) Real Estate Appraisers Professional Liability Insurance 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 INSURER WHICH 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 INSURER.**

*Allen D. Barry IV*

County: Merrimack

Authorized Representative OR  
Countersignature (in states where applicable)

Date: September 11, 2018

## 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

### **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 education requirement and passed the examination.

Previous 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 (1994 – 39 hours)

Appraisal Institute, Basic Income Capitalization (1994 – 39 hours)

JMB Real Estate Academy, Principles of Real Estate Appraisal 1997- 30 hours)

JMB Real Estate Academy, Advanced Income Capitalization (1997 - 35 hours)

Appraisal Institute, Residential Design and Functional Utility (2003, 7 hours)

## QUALIFICATIONS (CONT.)

Appraisal Institute, 2016 Uniform Appraisal Standards for Federal Land Acquisitions (2017, 14 hours)

Appraisal Institute, Evaluating Commercial Construction (2003, 16 hours)

Appraisal Institute, Valuation of Conservation Easements (2008, 33 hours)

Appraisal Institute & McKissock Appraisal School, Uniform Standards of Professional Appraisal Practice USPAP (numerous, latest 2018, McKissock)

Other Seminars: Subdivision Valuation (Appraisal Institute, 2005, 7 hours), Scope of Work (Appraisal Institute, 2006, 7 hours), Appraisals in Court (NH Bar Association, 1998, 4 hours), RE Law & the Appraiser (McKissock, 2002, 8 hours), Investment Analysis for Real Estate Appraisers (JMB Real Estate Academy, 2002, 7.5 hours), Soil Conservation Service Seminar (Merrimack County Conservation District, 2000, 4 hours), Land Use Issues (National Business Institute, 2001, 6 hours), Land Development Seminar (MBREA, 2003, 7.5 hours), Introduction to Complex Appraisal Assignments (McKissock, 2012, 7 hours), Even odder – More Oddball Assignments (McKissock, 2012, 7 hours), Foundations of Sustainability: Greening the Real Estate and Appraisal Industries (McKissock, 2012, 7 hours), Sales Verification: Principles, Procedures, and Case Studies (McKissock, 2010, 7 hours), Introduction to Expert Witness Testimony (McKissock, 2010, 7 hours), Land and Site Valuation (McKissock, 2014, 7 hours)

### **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, inns and bed and breakfasts, 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.

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

CERTIFIED GENERAL APPRAISER

ISSUED TO: PETER I NAULT



NHCG-499

EXPIRATION DATE: 11/30/2020

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

*Certified General Appraiser*

ISSUED TO: PETER I NAULT



NHCG-499

EXPIRATION DATE:  
11/30/2020

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

## QUALIFICATIONS

### **KEVIN A. MCMANUS**

- Appraisal Experience:**
- 2002 to Present – Vice President, McManus & Nault Appraisal Company, Inc., Bow, NH.
  - 1987 to 2002 - Real Estate Appraiser, Thompson Appraisal Company, Inc., Concord, NH.
  - 1986 to 1987 - Real Estate Appraisal Research Assistant, Thompson Appraisal Company, Inc., Concord, NH.
- Education:**
- 1977 - B.S. in Business Administration, Whittemore School, University of New Hampshire, Durham, NH.
- State Certification:**
- New Hampshire Certified General Real Estate Appraiser NHCG-#249. Maine Certified General Appraiser #1840. Vermont Certified General Appraiser #080.0271
- Court Testimony:**
- 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.
- Appraisal and Real Estate Courses:**
- American Institute of Real Estate Appraisers, American Society of Appraiser, and the American Society of Farm Managers and Rural Appraisers: Valuation of Conservation Easements.
  - Appraisal Institute: 2016 Uniform Appraisal Standards for Federal Land Acquisitions.
  - American Institute of Real Estate Appraisers: Principles of Real Estate Appraisal.
  - American Institute of Real Estate Appraisers: Basic Valuation Procedures
  - American Institute of Real Estate Appraisers: Capitalization Theory and Techniques, Part A.
  - American Institute of Real Estate Appraisers: Capitalization theory and Techniques, Part B.
  - 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:**

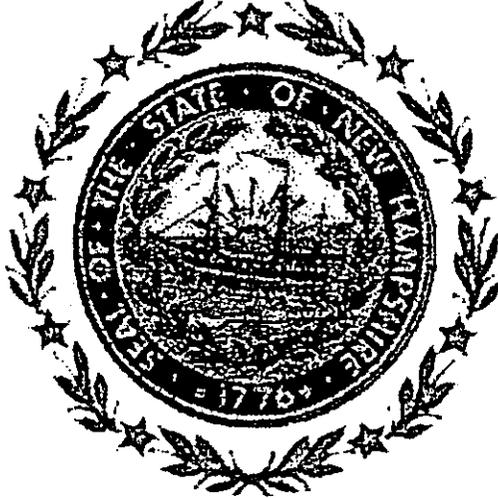
Workshop Presenter, "Appraising Conservation Easements – Yellow Book and the IRS", Saving Special Places Conference, The University of New Hampshire. Workshop Presenter, "Appraisals: Beyond the Basics, Challenging Issues", Saving Special Places Conference, Society for the Protection of New Hampshire 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 and island properties, 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.

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: KEVIN A MCMANUS



Certificate No: NHCG-249

EXPIRATION DATE: 05/31/2019

## State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
Certified General Appraiser  
ISSUED TO: KEVIN A MCMANUS



Certificate No:  
NHCG-249

EXPIRATION DATE:  
05/31/2019

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

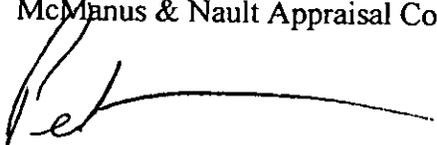
December 18, 2018

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 "Peter I. Nault", with a long horizontal flourish extending to the right.

Peter I. Nault  
President, NHCG-499

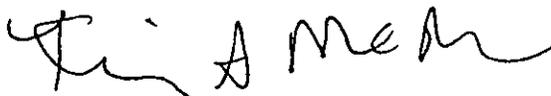
December 18, 2018

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" and last name "McManus" clearly legible.

Kevin A. McManus  
Vice President, NHCG-249

**MCMANUS & NAULT APPRAISAL COMPANY, INC.**  
**REAL ESTATE APPRAISING & CONSULTING**

PETER I. NAULT, PRESIDENT

KEVIN A. MCMANUS, VICE PRESIDENT

December 20, 2018

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

**RE: PROJECT: STATEWIDE APPRAISAL CONTRACT**

Dear Mr. Bernard:

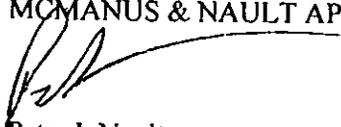
Thank you for inquiring about our interest in participating in the Statewide Appraisal Contract. We would be very interested in participating in the program and Kevin McManus and myself (Peter Nault) would be performing and signing any appraisal work completed by our company. The per diem rate for each of us is \$900.

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

Please note that our street number has changed from 722 to 1496 Route 3A, Suite 6. Same location just a street number change due to 911.

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

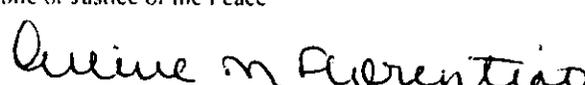
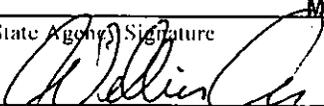
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301</b>	
1.3 Contractor Name <b>Shurtleff Appraisal Associates, Inc. (Vendor #155924)</b>		1.4 Contractor Address <b>102 Main Street P.O. Box 665 Hampstead NH 03841</b>	
1.5 Contractor Phone Number <b>603-329-4808</b>	1.6 Account Number <b>015-096-3054-046-0464 or 017-096-7507-046-0464</b>	1.7 Completion Date <b>5 YEARS AFTER G&amp;C APPROVAL</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>DALE M. GEARY, PRESIDENT</b>	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Rochester</b> On <b>2/22/19</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace <b>ARLINE M. FLORENTINO, Notary Public State of New Hampshire My Commission Expires September 21, 2021</b>			
1.14 State Agency Signature  Date: <b>2/26/19</b>		1.15 Name and Title of State Agency Signatory <b>William Cass, ASST. COMMISSIONER</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <b>4/3/19</b>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

\*Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**S. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses; of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9; or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## EXHIBIT A

### 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.

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.

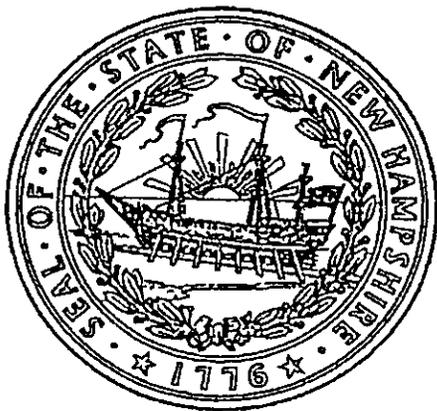
**State of New Hampshire**  
**Department of State**

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 Profit Corporation registered to transact business in New Hampshire on April 30, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 76797

Certificate Number: 0004225421



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of December A.D. 2018.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

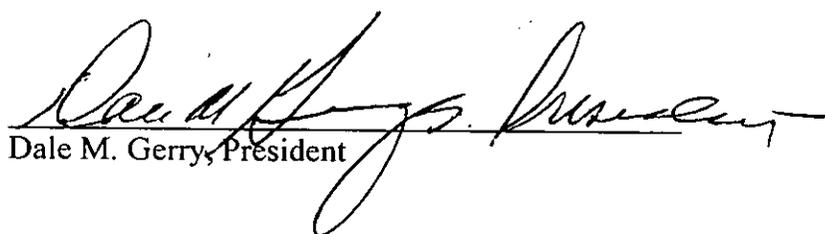
**SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
SHURTLEFF APPRAISAL ASSOCIATES, INC.**

I hereby certify that a vote was taken at a special meeting of the Board of Directors on February 22, 2019, at which a quorum of the Board was present and voting.

RESOLVED: To Authorize Dale M. Gerry, 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 Dale M. Gerry is authorized and a duly elected officer of this corporation.

Dated: 2/22/2019

  
Dale M. Gerry, President

Dated: 2/22/2019

  
Arline M. Florentino, Notary Public--New Hampshire  
My Commission Expires September 21, 2021

<seal>



**LIA Administrators & Insurance Services**  
**APPRAISAL AND VALUATION**  
**PROFESSIONAL LIABILITY INSURANCE POLICY**



**DECLARATIONS**

**ASPEN AMERICAN INSURANCE COMPANY**  
 (A stock insurance company herein called the "Company")  
 175 Capitol Blvd. Suite 100  
 Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
01/08/2019	AAI005038-04	AAI005038-03

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item

1. Customer ID: 111550 Named Insured: SHURTLEFF APPRAISAL ASSOCIATES, INC 102 Main Street Hampstead, NH 03841	
2. Policy Period: From: 01/23/2019 To: 01/23/2020 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$5,000 Each Claim	
4. Retroactive Date: 01/23/1989	
5. Inception Date: 01/23/2016	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate	
7. Mail all notices, including notice of Claim, to: LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652	
8. Annual Premium: \$2,770.00	
9. Forms attached at issue: LIA002 (12/14) LIA NH (02/15) LIA012 (12/14) LIA013 (10/14) LIA018 (10/14) LIA021 (10/14) LIA025A (11/14)	

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

01/08/2019  
 Date  
 LIA-001 (12/14)

By Authorized Signature  
 Aspen American Insurance Company



# Appraisal and Valuation Professional Liability Insurance Policy



Named Insured: SHURTLEFF APPRAISAL ASSOCIATES, INC

Policy Number: AAI005038-04

Effective Date: 01/23/2019

Customer ID: 111550

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

## **ADDITIONAL COVERED APPRAISERS ENDORSEMENT**

In consideration of the premium charged, it is agreed that Section IV. DEFINITIONS (I) "Insured" 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	01/23/2019	Principal/Owner
Dale M. Gerry, II	01/23/2019	Principal/Owner
Jonathan N. Wood	01/23/2019	Appraiser

All other terms, conditions, and exclusions of this Policy remain unchanged.

# Appraisal and Valuation Professional Liability Insurance Policy



Named Insured: SHURTLEFF APPRAISAL ASSOCIATES, INC

Policy Number: AAI005038-04

Effective Date: 01/23/2019

Customer ID: 111550

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

## COMMERCIAL APPRAISAL ENDORSEMENT

In consideration of the premium charged, it is agreed that the Insureds identified below have been approved by the Company to perform Professional Services involving Commercial Property.

<u>Insured</u>	<u>Effective Date of Approval</u>
Dale M. Gerry	01/23/2019
Dale M. Gerry, II	01/23/2019

Exclusion (N) remains unchanged and effective, however, unless the Insured identified is approved for Professional Services involving undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments or apartment developments consisting of 10 units or more.

All other terms, conditions, and exclusions of this Policy remain unchanged.

# CHUBB®

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE AR INFORMATION PAGE WC 00 00 01 ( A )

POLICY NUMBER: (6S62UB-4318P60-3-18)

RENEWAL OF (6S62UB-4318P60-3-17)

INSURER: ACE AMERICAN INSURANCE COMPANY

1.

NCCI CO CODE: 80500

**INSURED:**

SHURTLEFF APPRAISAL  
ASSOCIATES INC  
PO BOX 665  
HAMPSTEAD NH 03841

**PRODUCER:**

PAPPATHAN INSURANCE AGCY  
95 BRIDGE STREET STE 2  
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 08-01-18 to 08-01-19 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: 07-31-18 WC

OFFICE: RMD CHUBB 24M

PRODUCER: PAPPATHAN INSURANCE AGCY

ST ASSIGN: NH

76JHW

**CHUBB®**

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

TYPE AR INFORMATION PAGE WC 00 00 01 ( A)

POLICY NUMBER: (6S62UB-4318P60-3-18)

**CLASSIFICATION SCHEDULE:**

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
-----------------	---------	--	---------------------------------------	--------------------------------

SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 6531 NAICS: 531390

---

TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	\$	STANDARD
PREMIUM DISCOUNT		807
0900-28 EXPENSE CONSTANT		NONE
TERRORISM		160
CAT (OTHER THAN CERT ACTS OF TERRORISM)		10
TOTAL ESTIMATED PREMIUM		10
DEPOSIT AMOUNT DUE		987
		987

A/R (WCIP) #

Minimum Premium: \$ 493

ST ASSIGN: NH

DATE OF ISSUE: 07-31-18 WC  
OFFICE: RMD CHUBB 24M  
PRODUCER: PAPPATHAN INSURANCE AGCY 76JHW

# CHUBB®

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 ( A )

POLICY NUMBER: (6S62UB-4318P60-3-18)

INSURER: ACE AMERICAN INSURANCE COMPANY

80500-NH

INSURED'S NAME: SHURTLEFF APPRAISAL  
ASSOCIATES INC

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01				
FEIN 020387461 ENTITY CD 001				
SHURTLEFF APPRAISAL ASSOCIATES INC				
102 MAIN STREET HAMPSTEAD, NH 03841 SIC CODE: 6531 NAICS: 531390				
REAL ESTATE APPRAISAL COMPANY-OUTSIDE EMPLOYEES	8721	71101	1.04	739
CLERICAL OFFICE EMPLOYEES NOC.	8810	33818	.20	68

---

EXPERIENCE MODIFICATION: NONE	MODIFIED PREMIUM	\$	NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			807
EXPENSE CONSTANT (0900)			160
0.0100 TERRORISM (9740)			10
0.0100 CAT(OTHER THAN CERT ACTS OF TERRORISM) 9741			10
TOTAL ESTIMATED PREMIUM			987
DEPOSIT AMOUNT DUE			987

DATE OF ISSUE: 07-31-18 WC

ST ASSIGN: NH

SCHEDULE NO: 1 OF LAST

More Than Just Insurance.

**Plymouth Rock** assurance. 53 Regional Drive  
Concord, NH 03301

**Personal Auto Declarations Page**  
Policy Issued by: Mt. Washington Assurance Corporation

Policy Number: MWA10009392788  
Policy Effective Date: 02/25/2019 to 02/25/2020  
12:01 am Eastern Standard Time

Transaction Type: Renewal

Named Insured:  
DALE GERRY  
JOANNE GERRY  
PO BOX 665  
HAMPSTEAD, NH 03841-0665

To Report a Claim: 800-932-6288  
Agent: 603-635-1099  
Pappathan Insurance Agency Inc.  
PO Box 878  
Pelham, NH 03076

**Summary of Changes**

Thank you for being a loyal customer. Your policy includes our Assurance Plus Package at no additional charge.  
To continue your coverage without interruption, we must receive your renewal payment by 12:01 am on the due date reflected on your Renewal Invoice.  
Remember, you may submit your payment online at any time by visiting [plymouthrock.com/mypolicy](http://plymouthrock.com/mypolicy).

**Vehicle(s)** The garaging address is the same as your residence address unless otherwise noted under additional policy information.

Vehicle	VIN	Lienholder/Lease Company
2004 MERZ CLK500	WDBTJ75J74F110114	
2009 HUMM H3 SUV	5GTEN13E998150071	

**Operator(s) and Household Member(s)**

Name	Date of Birth	Status
DALE GERRY	12/27/1950	Insured on This Policy
JOANNE GERRY	08/26/1953	Insured on This Policy

**Discount(s) and Credit(s)**

Discount/Credit	Applies to
Safety Pledge Discount, Companion Package: Home Discount	Your Policy
Anti-Theft Discount	2004 MERZ, 2009 HUMM

**Accident(s) and Violation(s)**

Incident Date	Description	Applies To
12/09/2014	At Fault Accident	DALE GERRY

**Total Policy Premium:** (including all discounts and credits) **\$1,718:00**  
This is not a bill. Please refer to your insurance bill for the correct amount to pay.

### Coverage Details

Coverage	2004 MERZ CLK500 Personal Use		2009 HUMM H3 SUV Personal Use		Coverage	Premium	Coverage	Premium
	Coverage	Premium	Coverage	Premium				
<b>Liability</b>								
Bodily Injury each person/each accident	\$250,000/ \$500,000	\$192	\$250,000/ \$500,000	\$227				
Property Damage each accident	\$100,000	\$155	\$100,000	\$183				
<b>Uninsured/Underinsured Motorist</b>								
Bodily Injury each person/each accident	\$250,000/ \$500,000	\$83	\$250,000/ \$500,000	\$83				
<b>Medical Payments</b>								
Medical Expense Limit each person/each accident	\$5,000	\$18	\$5,000	\$21				
<b>Coverage for Damage to Your Auto</b>								
Comprehensive deductible	\$100 Comp Deductible Applies	\$145	\$100 Comp Deductible Applies	\$120				
Collision deductible	\$500	\$271	\$500	\$180				
Substitute Transportation per day/max	\$30/ \$900	\$20	\$30/ \$900	\$20				
<b>Premium by Vehicle</b>	\$884.00		\$834.00					

<b>Coverage/Enhancements</b>	
Assurance Plus Package	Included

### Additional Policy Information

Type	Details	Applies To
Residence Address	102 MAIN ST HAMPSTEAD, NH 03841	Your Policy

### Forms and Endorsements

Form Name	Form Number	Edition Date
New Hampshire Automobile Insurance Policy	PRA NH 201	11/14
Amendatory Endorsement	PRA NH 202	06/17
Assurance Plus Endorsement	PRA NH 213	11/14
Road Rewards Endorsement	PRA NH 232	05/18
Additional Policy Benefits	PRA NH 216	05/18
Plymouth Rock Safety Pledge	PRA NH 512	11/14



---

## Important Details and Messages

---

- Your Assurance Plus Package includes: Substitute Transportation - Increased Limit, Personal Digital Assistant Device Replacement, Pet Injury Coverage, Laptop Computer Replacement, Seat Belt/Air Bag Benefit, Child Car Seat Replacement, Personal Belongings Replacement, Waiver of Collision Deductible, Bail Bonds - Increased Limit, Loss of Earnings - Increased Limit, Waiver of Deductible for Glass Repair.
  - Your Policy Pay Plan is: Paper 10 Payment Plan
  - **NOTICE OF USE OF INSURANCE SCORES:** The premium you pay for this policy is based in part on a credit based insurance score provided by a third-party. Your insurance score is just one of many factors used to rate and underwrite your policy. We review this information upon your submission of an application. New or updated information may be used to determine your renewal premium. If any inaccurate information contained on your credit report has been corrected, you may request that we re-rate your policy based on a current insurance score. Once every 12 months you may also request that we rate your policy based on a current insurance score for the next policy renewal, provided that we receive your request before we make the renewal offer. Reasonable exceptions to the use of insurance scores are available to some customers – you may contact us for details.
  - The Mt. Washington Assurance Corporation office location is: 53 Regional Drive, Concord, NH 03301.
  - If anyone listed under "Operator(s) and Household Member(s)" is not licensed to operate a motor vehicle, coverage, if any, may be limited in accordance with the terms of the policy.
- 

It is important that you carefully review all the information on this document and make sure that it is complete and accurate, it sets forth all of the coverages you selected, and it identifies all drivers and the garaging address for each insured vehicle. If you believe that any of the information is incorrect or incomplete, it is important that you promptly contact us to make sure that all necessary changes are made regarding your policy information.

### **Qualifications of Dale M. Gerry**

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.

### ***Designation, 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 – DOT	-	Approved Appraiser for Eminent Domain Cases
State of NH Dept. of Revenue	-	Certified Property Assessor (expired)
State of New Hampshire	-	Licensed Real Estate Broker No. 031405
ASA (Accredited Senior Appraiser)	-	Real Property Urban 2009 - 2018

### ***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

Litigation Appraising  
Specialized Topics and  
applications – 2017 15 hrs

Uniform Standards of  
Professional Practice – 2016-  
2017 7 hrs

Advanced Excel for  
Appraisers – 2015 7 hrs

Uniform Standards of  
Professional Practice – 2014-  
2015 7 hrs

UAD After effects –  
Efficiency vs Obligation -  
2013  
Marketability Studies – The 7 hrs

Six Step Process and Basic  
Applications - 2012  
Uniform Standards of 7 hrs

Professional Practice - 2012  
Uniform Appraisal Dataset –  
2011 7 hrs

Stats and Graphs - 2010  
Evaluating Commercial 16 hrs

Construction – 2008  
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	USPAP 2018/2019 Update - 2018	7 hrs
	Investment Analysis for Real Estate Appraisers - 2017	7.5 hrs.
	Appraising Green Residences 2015	7.5 hrs
	Supervising Beginning Appraisers: Plan for Success - 2015	7.5 hrs
	Techniques of Income Property Appraisal – 2013	7.5 hrs
	Investment Analysis For Real Estate Appraisers – 2012	7.5 hrs
	USPAP 2010/11 Update - 2010	7 hrs
	Investment Analysis for Real Estate Appraisers – 1999	7 hrs
Appraisal Institute	Wetland and Soil Regulations – 1997	7 hrs
	Future of Appraising – 1996	7 hrs
	Understanding Limited Appraisals & Reporting Options – 1994	7 hrs
	Discounted Cash Flow Analysis – 1994	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***

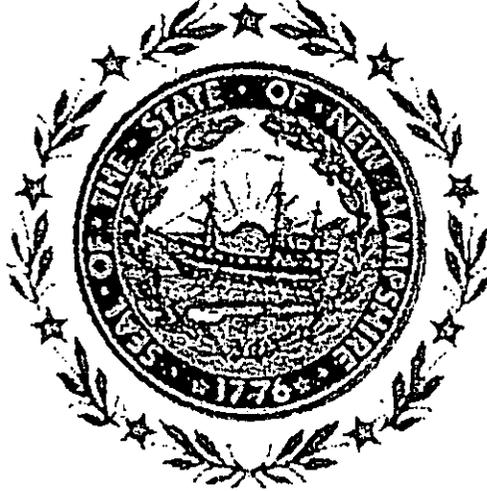
- American Society of Appraisers – NH VT Chapter - 1998 – 2018  
Chapter Secretary 2002 – 2018
- Held ASA (Accredited Senior Appraiser) Designation - 2009 – 2018  
Completed Reaccreditation Program – 2014
- Appraisal Institute & Society of Real Estate Appraisers – NH Chapter – 1984 to 2000
  - Chairman, 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 - 2017  
Board of Directors 1986-1989
- National Association of Realtors - 1984 to 2013

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

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

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: DALE M GERRY, SR.



Certificate No: NHCG-57

EXPIRATION DATE: 12/31/2019

## State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
Certified General Appraiser  
ISSUED TO: DALE M GERRY, SR.



Certificate No:  
NHCG-57

EXPIRATION DATE:  
12/31/2019

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

## **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 (now the Peter T. Paul College of Business and Economics), 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 current member of the Greater Salem Contractors Association, Past President (2011-2012) and past Director of the Greater Salem Contractors Association, and a Past President (2003-2005) and past Director of the Plaistow Area Commerce Exchange. 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 is a partial list of seminars attended:

<b><i>Seminar Title:</i></b>	<b><i>Date:</i></b>	<b><i>Offered by:</i></b>
Appraising Green Residences	2015	JMB Real Estate Academy
The New FHA Handbook 400.1	2015	McKissock
Appraisal of Owner Occupied Commercial Properties	2015	McKissock
2014-15 USPAP Update Seminar	2014	Appraisal Institute
Techniques of Income Property Appraisal	2013	JMB Real Estate Academy
2-4 Family Finese	2013	McKissock
Land and Site Valuation	2013	Mckissock
Tax Abatement Overview	2012	Brooks Real Estate Services
Appraising and Analyzing Office Buildings	2011	McKissock

Appraising Apartments	2011	McKissock
Stats and Graphs	2010	Appraisal Institute
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

In addition to the seminars listed above the following is a list of appraisal courses that have been completed and passed:

<i>Course Title:</i>	<i>Date:</i>	<i>Offered by:</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 & Cost Approaches – 530	2005	Appraisal Institute
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



# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

CERTIFIED GENERAL APPRAISER

ISSUED TO: DALE M GERRY, II



NHCG-719

EXPIRATION DATE: 12/31/2020

# State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS AN

Certified General Appraiser

ISSUED TO: DALE M GERRY, II



NHCG-719

EXPIRATION DATE:  
12/31/2020

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

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 (3) three years. Neither do I have a proposed debarment pending, and have not been indicated, 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 (3) years.

Dale M. Gerry

A handwritten signature in black ink, appearing to read "Dale M. Gerry". The signature is written in a cursive style with a large, looped initial "D".

Dale M. Gerry, II

A handwritten signature in black ink, appearing to read "Dale M. Gerry, II". The signature is written in a cursive style with a large, looped initial "D".

*Shurtleff* Appraisal Associates Inc.



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

DEC 24 2018

RECEIVED

December 21, 2018

Mr. 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 Program 2019 - 2024

Dear Mr. Bernard,

We wish to participate in the above referenced program.

Included with this package are the documents you requested.

Shurtleff Appraisal Associates, Inc. would like to submit two appraisers for consideration. Dale M. Gerry and Dale M. Gerry, II - the per diem rate for each appraiser over the term of this contract will be \$1,800.

Please, if there are any questions or concerns give me or Dale a call.

Sincerely,  
Shurtleff Appraisal Associates, Inc.

---

Dale M. Gerry,  
NH Certified General Appraiser No. 57

See attached Debarment Clause