



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

8
Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

May 21, 2014

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Capital Appraisal Associates, Inc., 128 South Fruit Street, Concord, NH (Vendor No. 227891), for a total amount not to exceed \$2,800, for a market value appraisal of the State-owned land and buildings located at 84 Iron Works Road, Concord, NH (the "Property"). **100% General Funds.**

Funding is available from Account # 05-95-95-953010-56850000, Department of Health and Human Services, HHS: Commissioner, Office of Administration, Management Support.

	<u>FY2014</u>
103-502664 Contracts for Operational Services	\$2,800

EXPLANATION

The Property is the responsibility of the Department of Health and Human Services (DHHS). DHHS no longer has any need or use for the Property and has asked the Department of Administrative Services (DAS) to manage and execute on its behalf the entire statutory disposal process set forth in RSA 4:40. The approximate market value of the property must be established in order to determine an appropriate sale price range, among other purposes. An experienced certified general appraiser is needed because the market value appraisal of a newly subdivided parcel of land with a multi-use public building situated thereon requires the skilled application of customized high-level analyses.

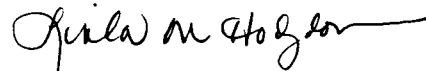
On April 8, 2014 DAS issued a request for bid for a market value appraisal of the Property. Invitations to bid were emailed to twelve (12) certified general appraisers licensed by the New Hampshire Real Estate Appraiser Board. An advertisement was published in the Manchester Union Leader from April 8-10, 2014, and the request for bid was also posted on the Bureau of Purchase & Property web site. Two (2) compliant bids were received. Bids were evaluated on the basis of the bidders' proposed total fees and costs for the appraisal. The bid submitted by Capital Appraisal Associates offered the lowest total fee (cost-inclusive). Attached is a summary listing of the two (2) compliant bids.

The principal of Capital Appraisal Associates, Timothy Daniels, who is a certified general appraiser licensed by the New Hampshire Real Estate Appraiser Board, has 25 years of experience performing a wide range of real estate appraisals for private individuals, commercial businesses, and government agencies.

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May 21, 2014
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Based on the foregoing, I respectfully recommend approval of the contract with Capital Appraisal Associates, Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon
Commissioner

REAL ESTATE APPRAISER SELECTION MATRIX

84 Iron Works Road, Concord

Bidder Name	Total Bid Price	Ranking by Total Bid Price
J. Chet Rogers, LLC	\$3,800.00	2

¶ The NH Dept. of Administrative Services seeks bids from qualified real property appraisers to appraise State property in Concord, NH. For more information see Bid # RFB FMA 2014-02 posted at http://admin.state.nh.us/purchasing/bids_posted_detail.asp?sort=PostedDate%20DESC or inquire at Real_Property_DAS@NH.Gov or (603) 271-7644. Bids are due April 25, 2014.
(UL - April 8, 9, 10)

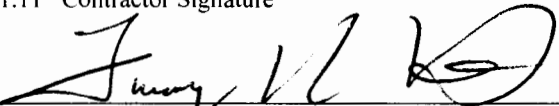
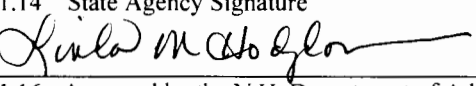

Subject: REAL PROPERTY APPRAISAL SERVICES

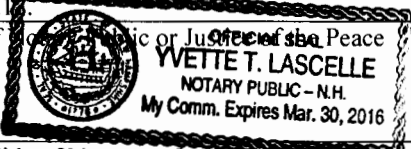
AGREEMENT


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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 113A Concord, NH 03301	
1.3 Contractor Name Capital Appraisal Associates, Inc.		1.4 Contractor Address 128 South Fruit Street, Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-9040	1.6 Account Number See EXHIBIT B	1.7 Completion Date 45 days after Effective Date	1.8 Price Limitation \$2,800.00
1.9 Contracting Officer for State Agency Jared Nylund		1.10 State Agency Telephone Number (603) 271-7644	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Timothy R. Daniels, President	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Merrimack</u> On <u>May 9, 2014</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 or Justice of the Peace [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace Yvette T. Lascelle, Notary Public	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5-21-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			







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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK: Real Property Appraisal of the land and buildings at 84 Iron Works Road, Concord, NH

PROPERTY: Land, buildings, and other improvements located at 84 Iron Works Road, Concord, New Hampshire (Tax Map 93, Block 1, Lot 2, as recently subdivided; the subject property is the subdivided parcel shown on the provided draft subdivision plat which retains most of the frontage along Iron Works Road and includes the buildings), primarily consisting of approximately 3.20 acres of land, a 9,308 square foot (more or less) 2-story wood frame building, and a 5,049 square foot (more or less) attached 2-story timber frame barn. The property has sufficient historical significance that the Department, in cooperation with the New Hampshire Division of Historical Resources, may retain for the State a historical preservation easement partially restricting renovations to the buildings on the property.

APPRAISAL SERVICES: Appraisal services shall include all research and inspection services required to perform a highest and best use analysis and a current market value appraisal, a draft appraisal report to be provided to the State for review and preliminary approval, a verbal discussion with the State of preliminary conclusions of current market value and the key underlying assumptions made in arriving at those conclusions, and a final written Self Contained Appraisal Report prepared in accordance with the current version of the Uniform Standards of Professional Appraisal Practice (USPAP). For all purposes relating to the appraisal and this agreement the term "market value" shall have the meaning defined in the current version of USPAP. The purpose of this appraisal is to aid the State in determining an asking price for a potential sale of the Property.

1. The Contractor agrees to provide appraisal services to the State of New Hampshire, Department of Administrative Services in accordance with Request for Bid # RFB FMA 2014-02 (the "RFB") and as described herein. Conforming copies of the RFB (without exhibits) and the Contractor's bid (the "Bid") are attached hereto as Exhibit D and incorporated into this agreement by reference. The Contractor hereby agrees to abide by the provisions, terms, and conditions set forth in the RFB and the Bid as additional provisions of this agreement; provided, however, that in the event of any conflict between the provisions of this agreement and the provisions of the RFB, this agreement shall control.
2. The State of New Hampshire shall have the right to terminate the contract at any time by providing written notice to the Contractor.
3. The Contractor hereby certifies that each appraiser performing services under this agreement is a Certified General Appraiser with a current certification issued by the New Hampshire Real Estate Appraiser Board (the "Appraiser Board"), and that each such appraiser is in good standing with said Appraiser Board and not presently involved in any disciplinary proceedings before it or its counterpart in any other state.
4. The Contractor agrees to provide the final appraisal report in both hardcopy and electronic PDF formats.
5. The Contractor shall make advance arrangements through the State Contracting Officer for access to the Property. Access to the building interiors on the Property shall be by advance arrangement only.

EXHIBIT B
PRICING AND PAYMENT TERMS

1. The total contract price for the appraisal services to be performed pursuant to this agreement is Two Thousand Eight Hundred Dollars (\$2,800.00), which amount includes, without limitation, any and all expenses, travel time, equipment, and materials. The account from which the State will pay the contract price is: Account Number **05-95-95-953010-56850000-103-502664, 95304019**.
2. An invoice shall be submitted to the Department after completion of work. Payment shall be made in full within thirty (30) days after receipt of the invoice and the State's acceptance of the work as completed to the State's sole satisfaction.
3. The invoice shall be submitted to the following address:

JARED NYLUND, Real Property Asset Manager
NH DAS Fixed & Mobile Assets
State House Annex – Room 113A
25 Capitol Street
Concord, NH 03301


Contractor Initials 
Date 5/9/2014

EXHIBIT C
SPECIAL PROVISIONS

1. In the event that this Agreement is not subject to approval by the Governor and Executive Council of the State of New Hampshire, the definition of "Effective Date" set forth in Section 3.1 shall be the date upon which this Agreement is duly and properly signed by the last party to do so.

2. Replace Section 14.1.1 in its entirety with the following:

"14.1.1 comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage; and"

3. Replace the period (".") at the end of Section 14.1.2 with a semicolon (";") followed by the word "and".

4. Add a new Section 14.1.3 as follows:

"14.1.3 professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000."

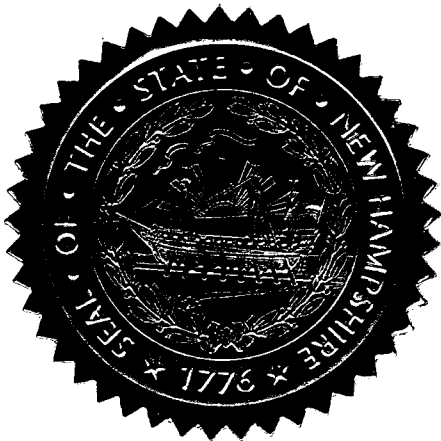
EXHIBIT D
REQUEST FOR BID # RFB FMA 2014-02
AND
CONTRACTOR'S BID

1. Request for Bid # RFB FMA 2014-02 and the Contractor's Bid are attached hereto and incorporated by reference into this agreement.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CAPITAL APPRAISAL ASSOCIATES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 12, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

A special meeting of the board of directors of Capital Appraisal Associates, Inc. was held on this date 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.

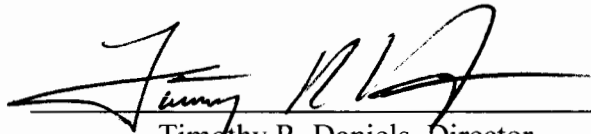
On a motion duly made and seconded, it was unanimously:

RESOLVED: That the Corporation is hereby authorized to enter into a certain agreement with the State of New Hampshire to provide real property appraisal services with regard to the State-owned land and buildings located at 84 Iron Works Road, Concord, New Hampshire, that Timothy R. Daniels, being the duly elected and qualified President of the Corporation, is hereby authorized to execute on behalf of the Corporation said agreement and any such other agreements, amendments, instruments, certificates, or documents, and to take any such further action on behalf of the Corporation, as may in his sole judgment be necessary or desirable to effectuate the purposes of said agreement and this resolution; and that any and all actions taken prior to the date of this resolution by any officer, director, employee, or agent of the Corporation in furtherance of the purposes of said agreement or this resolution are hereby ratified and confirmed as the duly authorized actions of the Corporation.

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

05/09/2014

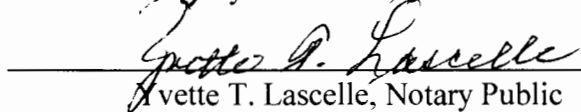
Date



Timothy R. Daniels, Director

05/09/2014

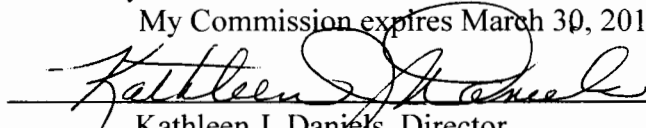
Date



Yvette T. Lascelle, Notary Public
My Commission expires March 30, 2016

05/09/2014

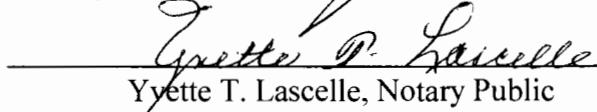
Date



Kathleen J. Daniels, Director

05/09/2014

Date



Yvette T. Lascelle, Notary Public
My Commission expires March 30, 2016

CERTIFICATE OF LIABILITY INSURANCE

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.

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.

PRODUCER: Davis Towle Morrill & Everett, 115 Airport Road, Concord, NH 03302-1260. CONTACT NAME: Davis Towle Morrill & Everett. PHONE: 603 225-6611. FAX: 603-225-7935. INSURER(S) AFFORDING COVERAGE: Merchants Mutual Insurance Co.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (BOP9089726), Umbrella Liab (CUP9139809), and Workers Compensation (WCA9095641).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Timothy Daniels and Kathleen J. Daniels are Excluded Officers under the Worker's Compensation

CERTIFICATE HOLDER: NH Dept of Administrative Services, ATTN: Jared Nylund, 25 Capitol Street-Room 113A, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



DECLARATIONS
for
**REAL ESTATE PROFESSIONAL
LIABILITY 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: **RAB3082845-14**

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 Street**

City, State, Zip Code: **Concord, NH 03301**

Attn:

Item 3. Policy Period: From 04/27/2014 To 04/27/2015
(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. \$ 250,000 Limit of Liability - Fair Housing Claims
- D. \$ 100,000 Limit of Liability - Fungi Claims

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

Item 6. Premium: **\$ 3,931.00**

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

Item 8. Forms, Notices and Endorsements attached:

**D43100 (05/13) D43300 NH (05 13)
D43425 (05/13) D43421 (05/13) D43432 (05/13)
D43408 (05/13)**

Betty A. Mepner

Authorized Representative

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: 03/31/2015

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:
03/31/2015

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

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

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

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

Federal Land Acquisition Appraising
Statistics and Modeling
Beyond Paired Sales
National USPAP Update 2012-2013 edition
National USPAP Update 2014-2015 edition

The McKissock Company Attended Estate

Federal Land Acquisition
Appraising Historic Properties
Private Appraisal Assignments
2-4 Family Finesse
Appraisal Trends
Construction Details and Trends

Trans American Institute of Professional Studies, Inc.

National USPAP Update - Maine #1860

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
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