



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
September 10, 2020

REQUESTED ACTION

The Department of Transportation wishes to place this item on the Consent Calendar.

Authorize the Department of Transportation to amend an item approved on April 17, 2019 (item #44A). That item was previously amended by an approval on May 20, 2020 (item #5A), increasing the number of appraisal firms from eight to nine.

This request is for authorization for the addition of Donald S. Welinsky *dba* Appraisal and Advisory Consultants (Vendor #333113) of Marshfield, MA, to prepare appraisals for property needed for transportation projects, effective upon Governor and Council approval through April 17, 2024. The addition would increase the number of appraisal firms from nine to ten. No new funding is required.

EXPLANATION

The purpose of this request is to enter into contract with one additional appraisal firm to expand the pool of contracted appraisers in the Statewide Acquisition Program. A previously approved Governor and Council item authorized eight appraisal firms, for a total cost of \$1,500,000.00 dollars (approved by Governor and Council on April 17, 2019, item #44A). An amendment to that item was approved on May 20, 2020 (item #5A) to add one additional firm bringing the total of firms to nine.

This request will authorize one additional firm that has since expressed interest, expanding the scope of available firms to a total of ten firms that could be engaged on short notice to complete appraisal assignments associated with transportation improvement projects. This will not increase the monetary amount previously approved or the terms of the previously approved contracts.

The Department of Transportation utilizes contract appraisers as needed to complete appraisal assignments associated with property acquisitions for transportation projects. Appraisals are required to establish values for purchasing property and property rights affected by transportation improvements. In addition, a second appraisal is required for a property with an acquisition cost of over \$1,000,000 due to Federal requirements. Requests for second appraisals may also come from the Department's Review

Appraiser, the Governor and Council, or the Layout Commissions. Occasionally, due to lack of comparable sales data, there are requests for third appraisals.

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

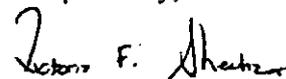
With Governor and Council approval, Appraisal and Advisory Consultants will serve in a pool of appraisers to provide appraisal services on an "as needed" basis. When an appraisal is required, the approved firms will be considered relative to the scope of the assignment, their capacity to perform in a timely fashion, quality of work, experience, and their overall suitability for the assignment. The firms thought to be best qualified for the assignment will be sent a copy of the scope of work and asked to submit a fee quotation. They will be informed of the required completion details and date, and the firm submitting the lowest fee quotation meeting the completion date will be notified to proceed. The selection process is in keeping with the Department's established procedures.

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

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

Authorization is respectfully requested to enter into contract with the additional firm listed above to complete appraisal assignments for the statewide acquisition program to expire April 17, 2024 as outlined above.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/pfc
Attachments

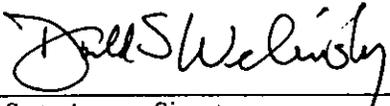
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address 7 Hazen Drive Concord, NH 03301	
1.3 Contractor Name DONALD S. WELINSKY, MAI d.b.a. APPRAISAL AND ADVISORY CONSULTANTS		1.4 Contractor Address PO Box 708 Marshfield, MA 02050	
1.5 Contractor Phone Number 617-633-3335	1.6 Account Number 333113	1.7 Completion Date April 17, 2024	1.8 Price Limitation \$1,500,000.00*
1.9 Contracting Officer for State Agency Victoria F. Sheehan, Commissioner		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 8/26/20		1.12 Name and Title of Contractor Signatory Donald S. Welinsky, Principal	
1.13 State Agency Signature  Date: 9/15/20		1.14 Name and Title of State Agency Signatory William Cass, Assistant Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/1/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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: 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United State 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not

be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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.

EXHIBIT A (CONT'D)

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

SCHEDULE OF APPRAISALS

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

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

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.

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State of New Hampshire

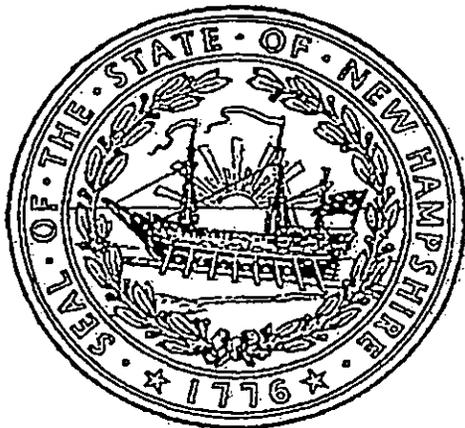
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that APPRAISAL AND ADVISORY CONSULTANTS is a New Hampshire Trade Name registered to transact business in New Hampshire on August 25, 2020. 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: 849767

Certificate Number : 0004985251



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of August A.D. 2020.

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

William M. Gardner
Secretary of State

Donald S. Welinsky, MAI

APPRAISAL & ADVISORY CONSULTANTS

August 25, 2020

Paul Coddington, JD
Chief of Administration
Bureau of Right-of-Way
NH Department of Transportation
John O. Morton Building
7 Hazen Drive, Room 100
Concord, NH 03302

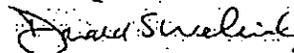
Dear Attorney Coddington,

Attached are the requested documents:

- ! "Certificate of Good Standing" (attached)
- ! Operate as a sole proprietor
- ! Insurance certificates (attached)
 - Errors and Omissions
 - General Liability
 - Automobile
- ! NH Certified General Appraisal License NHCG-825 (attached)
 - Expires 8/31/2022
- ! There has never been a disbarment of Donald S. Welinsky in any category anywhere
- ! Expert testimony is charged at \$250 per hour
- ! Business Name: Donald S. Welinsky, MAI d.b.a. Appraisal and Advisory Consultants
 - Physical Address: 15 Cross Street, Marshfield, MA 02050
 - Mailing Address: Post Office Box 708, Marshfield, MA 02050

Please advise if additional information is required.

Very truly yours,



Donald S. Welinsky, MAI
New Hampshire Certified General
Appraiser NHCG-825

Laura Davies, Chief Appraiser
NH Department of Transportation
Bureau of Right-of-Way
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483

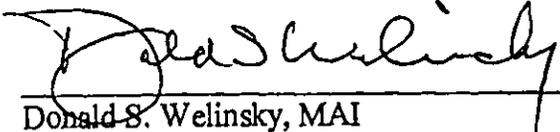
August 26, 2020

Dear Laura:

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

A copy of a Certificate of Good Standing from the NH Secretary of State is attached. A Certificate of Vote is not required as this is not a corporation.

My signature below serves as my attestation to these statements.



Donald S. Welinsky, MAI

11 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
42 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
NX insurance company of The Hartford Insurance Group shown below.
SBM

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 08 SBM NX4211 SB

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: DONALD WELINSKY
(No., Street, Town, State, Zip Code)
PO BOX 707
MARSHFIELD MA 02050

Policy Period: From 03/18/20 To 03/18/21 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: CLIPPERSHIP INSURANCE AGENCY
Code: 088704

Previous Policy Number: 08 SBM NX4211

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

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

TOTAL ANNUAL PREMIUM IS: \$544 MP
IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by *Susan J. Castaneda*
Authorized Representative

01/07/20
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBM NX4211

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

15 CROSS ST
MARSHFIELD MA 02050

Description of Business:

Appraisers

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES

NO COVERAGE

OUTSIDE THE PREMISES

NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBM NX4211

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 03182016	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

HIRED/NON-OWNED AUTO LIABILITY	\$1,000,000
CYBERFLEX COVERAGE FORM SS 40 26	

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBM NX4211

**BUSINESS LIABILITY OPTIONAL COVERAGES
(Continued)**

LIMITS OF INSURANCE

**UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06**

MAFFRE INSURANCE

The Commerce Insurance Company
Citation Insurance Company
11 Gore Road, Webster, Massachusetts 01570

BUSINESS AUTO COVERAGE FORM

RENEWAL

12/20/19

Issued by Citation Insurance Company
ITEM ONE - Named Insured and Address

KAREN I WELINSKY
15 CROSS ST
MARSHFIELD MA 02050-3101

Office/Agent: 93V1
Policy No: 19MMDCP388
Producer Name and Address

CLIPPERSHIP INSURANCE AGCY
(781) 585-2522
62 MAIN STREET
KINGSTON MA 02364

POLICY PERIOD: Policy covers FROM 12/20/19 TO 12/20/20 12:01 A.M. Standard Time at the Named Insured's Address stated above

NAMED INSURED'S BUSINESS:
FORM OF BUSINESS: OTHER

DIRECT-BILLED COMMERCIAL

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "Autos" shown as covered "Autos". "Autos" are shown as covered "Autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

LIABILITY INSURANCE

COVERAGES	COVERED AUTOS <small>(Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form show which autos are covered autos)</small>	LIMIT The most we will pay for any one accident or loss	PREMIUM
Compulsory Bodily Injury	7	\$ 20,000 Each Person \$ 40,000 Each Accident	144.00
Personal Injury Protection	7	\$ 8,000 Each Person	21.00
Optional Bodily Injury	7	Combined Single Limit SEE SCHEDULE Each Occurrence	521.00
Property Damage (COMPULSORY LIMIT \$5,000)	7	Combined Single Limit Each Occurrence	INCLUDED
Auto Medical Payments Insurance		Each Person	0.00
Uninsured Motorists (COMPULSORY LIMITS \$20,000/\$40,000)	7	SEE SCHEDULE Each Person SEE SCHEDULE Each Accident	6.00
Underinsured Motorists	7	SEE SCHEDULE Each Person SEE SCHEDULE Each Accident	32.00

PHYSICAL DAMAGE INSURANCE

Actual Cash Value or cost of repair, whichever is less, minus the deductible for each Covered Auto.

Comprehensive Coverage	7	SEE SCHEDULE Deductible	138.00
Specified Causes of Loss		Deductible	
Collision Coverage	7	SEE SCHEDULE Deductible	412.00
Limited Collision Coverage		Deductible	0.00
Loss of Use - Rental Reimbursement			0.00
Towing and Labor			0.00

Forms and Endorsements attached to this Coverage Form:

CA 00 01 03 06 1L 00 21 04 98
1L 00 17 11 98 MM 99 11 10 11

PREMIUM FOR ENDORSEMENTS	
*ESTIMATED TOTAL PREMIUM	1,274.00

* This policy may be subject to final audit.

SEE ADDITIONAL INFORMATION

Countersigned by: _____ Authorized Representative

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
Z30	802	W	308	1	002313	001	V	290	

Office/Agent: 93V1
 Policy No: 19MMDCP388

Experience Modifications:	Liability 1.00%	Comprehensive 1.00%	Collision 1.00%	Rating ID 7
All Other Modifications:	Liability 0.90%	Comprehensive 0.90%	Collision 0.90%	
Company Use Fields:	A -	B -	C - 8999	D - D
	E -		F -	T -
	G -			

Additional Information:

C 111 10 08
 MM 99 23 09 98
 CA 23 86 01 06

PASSIVE RESTR APPLIED
 MM 99 54 09 98
 MM 99 17 09 98
 CIC 957 10 06

POLICY ASSEMBLY ENDORSEMENTS ATTACHED:

CA 00 01 03 06 IL 00 17 11 98 IL 00 21 04 98 C 111 10 08
 MM 99 54 09 98 MM 99 11 10 11 MM 99 23 09 98 MM 99 17 09 98
 CA 23 86 01 06 CIC 957 10 06

Driver Information:

Drv. No.	Driver Name	Date of Birth	License Number	State
1	WELINSKY DONALD S	**/**/42	*****3862	MA
2	WELINSKY KAREN I	**/**/44	*****9545	MA

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
Z30	802	W	308	1	002313	001	V	290	

Office/Agent: 93V1
 Policy No: 19MMDCP388

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE INFORMATION
 DESCRIPTION

Auto No.	Year	Make	Model	Cost New	Size GVW, GCW or Vehicle Seating Capacity	Territory Town and State Where the Covered Auto will be Garaged Territory/Premium Town/Zip
1	15	INFI	Q40	35550		MARSHFIELD 07/039
JN1CV6AR2FM520896 4D SEDA						

Auto No.	Use	Symbol	Age	Class	CLASSIFICATION Radius	Mobile Equipment	Inspect Code	Limit Per Disablement	Loss of Use Amount/Days
1		8	06	739100			9		

LIABILITY LIMITS (* Limit(s) In Thousands)

Auto No.	Compulsory Bodily Injury \$20,000/\$40,000	Personal Injury Protection \$8,000 Each Person	Optional Bodily Injury		Property Damage (Compulsory Limit \$5,000)			Auto Medical Payments		Uninsured Motorists (Compulsory Limits \$20,000/\$40,000)		Underinsured Motorists	
			*Limit	Premium	*Limit	Ded.	Premium	Limit	Premium	*Limit	Premium	*Limit	Premium
1	144	21	CSL 1000	521	CSL		INCL			100 300	6	100 300	32

PHYSICAL DAMAGE

Auto No.	@ Value Type and Limit	** Specified Causes of Loss			Comprehensive		Collision		Limited Collision		*** Waiver of Ded.	*** Loss of Use	*** Towing and Labor
		Cov.	Ded.	Premium	Ded.	Premium	Ded.	Premium	Ded.	Premium			
1	ACV				500	138	500	412			9 YES		

** F - Fire Coverage, T - Theft Coverage, F & T - Fire and Theft Coverage, CAC - Combined Additional Coverage
 *** YES Designates Waiver of Deductible/Loss of Use/Towing and Labor applies.
 ## Designates Policy Level Additional Insured-Lessor applies.
 @ Designate whether Actual Cash Value, Stated Amount or Agreed Value and, except for ACV, the Limit of Liability.

no No.	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of loss.

STAT CODES

UTO NO.	CAR ID	TYPE RISK	PIP		BI	PD	LIABILITY LIMITS				PHYSICAL DAMAGE				EXP.	P R		
			COV.	DED.			MED	U1	U2	BCC	COLL	LOSS OF USE	O.T.C.	AGE			SYM	ATD
1	0	1	1	01	18	0	0	08	08	0	016		037	6	8	0	12	1

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
Z30	802	W	308	1	002313	001	V	290	



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
06/02/2020	AAI001302-06	AAI001302-05

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: 122432 Named Insured: APPRAISAL & ADVISORY CONSULTANTS Donald S. Welinsky, MAI 15 Cross St. Marshfield, MA 02050	
2. Policy Period: From: 06/04/2020 To: 06/04/2021 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1,000 Each Claim	
4. Retroactive Date: 06/04/2010	
5. Inception Date: 06/04/2015	
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: \$916.00	
9. Forms attached at issue: LIA002 (12/14) LIA MA (03/15) LIA012 (12/14) LIA013 (10/14) LIA018 (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.

06/02/2020

Date

LIA-001 (12/14)

By

Authorized Signature

Aspen American Insurance Company

**Appraisal and Valuation
Professional Liability Insurance Policy**



Named Insured: APPRAISAL & ADVISORY CONSULTANTS
Donald S. Welinsky, MAJ

Policy Number: AAI001302-06
Effective Date: 06/04/2020
Customer ID: 122432

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.

Insured

Effective Date of Approval

Donald S. Welinsky

06/04/2020

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.

Appraisal and Valuation Professional Liability Insurance Policy



Named Insured: APPRAISAL & ADVISORY CONSULTANTS
Donald S. Welinsky, MAI

Policy Number: AAI001302-06
Effective Date: 06/04/2020
Customer ID: 122432

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 (D) "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
Donald S. Welinsky	06/04/2020	Principal/Owner

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

QUALIFICATIONS OF
DONALD S. WELINSKY, MAI

EDUCATION

The Citadel, Charleston, South Carolina, Lincoln College of Northeastern University, Boston, Massachusetts; Appraisal Institute required courses and specialized seminars, as follows:

EDUCARE computer courses at the University of Wisconsin; Investment Analysis, sponsored by Wharton School of Business; Computer Symposium sponsored by The University of Georgia; Basic Money Market and Economic Analysis; Business Valuations; Real Estate Risk Analysis, Federal Home Loan Bank Board Regulations, and Money Markets; New Model for Tax Administration by Lincoln Institute; advanced appraisal methodology and practices courses sponsored by the Appraisal Institute.

The Appraisal Institute conducts a certification program for its members and am currently certified.

PERSONAL AFFILIATIONS

Certified General Appraiser - Commonwealth of Massachusetts, License No. 877, certified through August 31, 2021; Certified General Appraiser - State of New Hampshire, License No. NHGC-825, certified through August 31, 2020

Member Appraisal Institute (MAI), Certificate # 5313, New England Chapter, Boston, Massachusetts

Past member of Board of Directors, New England Chapter

Appointed to Regional Ethics and Counseling Panel

Commonwealth of Massachusetts, Department of Public Work list of appraisers qualified to appraise contaminated properties

BACKGROUND

Actively engaged full time in real estate appraisal and consulting; self employed for the past 40 years excepting a period of 2 years where I was affiliated with the R.M. Bradley Company of Boston, Massachusetts as a senior staff appraiser. Independently, I have served various clients throughout the New England Area.

A partial list of clients follows:

Appraisal Surveys
Boston Edison

Brockton Redevelopment Authority
Massachusetts Electric

Town of Plymouth, MA
Massachusetts Bay Transportation Authority
Duxbury Housing Authority
Ford Motor Company
O.R.Colan LLC
Leggat, McCall Appraisal
Dighton Industries
R.M. Bradley & Company
Texaco
Power Test
Atlantic Richfield
Salvation Army
Town of Plymouth, MA
Mack Truck
Bank of Boston
Mass. Housing Finance Agency
Town of Abington, MA
Bechtel/Parson Brinckerhoff
Central Artery/Tunnel
Tyco, International
Fay, Spofford & Thorndike
Worcester Regional Transit Authority (WRTA)
CDM Smith, Inc.

Town of Marshfield, MA
TeleCom City Project
Halifax Housing Authority
State of Rhode Island
Department of Transportation
Midas Realty Corporation
International Paper
Commonwealth of Massachusetts
Exec. Office of Transportation
Department of Agriculture
Department of Transportation
Office of Attorney General
Town of Pembroke
U.S. Department of Interior
Fleet National Bank
Town of Bedford, MA
City of Worcester, MA
Nature Conservancy
VHB (Vauasse Hangen Brustlin)
Malden Redevelopment Authority
TranSystems Inc.
BETA Group, Inc.
Malden Redevelopment Authority

Appraisal and Consulting Assignments Include:

Appraisals:

Acquisitions for Urban Renewal - Fall River, New Bedford, Marlboro, Malden,
Revere, Everett, MA
Easements (Encumbrance Valuations)
Electric Transmission
Archeological
Gas Transmission
Railroad
Agricultural Preservation Restrictions
Highway Right-of-Way
Avigation
Eminent Domain
Contaminated Properties
Leasehold Valuations
Multi-family and Condominium Projects
Low Income and Affordable Multi-family Housing

Shopping Centers
Mixed Use (Office Towers, Shopping Mall, & Garage)
Office Buildings
Sports Facilities
 Railroad Terminal & Arena
 NFL Stadium
 Jai Alai Fronton
 Tennis & Health Clubs
Warehouse & Industrial
 Mini Warehouses
 Processing Plants
 Manufacturing Plants
 Research & Development
Marina & Waterfront Development
Banking Facilities
Major Military Installation
Cranberry Bogs
Residential Subdivisions
Automobile Dealerships
Automobile Car Washes
Truck Sales Distribution and Repair
Nursing Homes
Hotels and Motels
Gasoline Service Stations
National Seashore Park Acquisitions

Consulting:

Land Utilization and Marketability Studies (LUM)
Buyer Origination Study
Highest and Best Use
Financial Optimization
Ad Valorem and Equalization Analysis
FNMA Condominium Analysis
Appraisal Review

EXPERT TESTIMONY

Appeared as an expert witness before the Appellate Tax Board of the Commonwealth of Massachusetts, the Federal Court District of Massachusetts, Federal Bankruptcy Court, Plymouth Superior Court and District Court.

State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: DONALD S WELINSKY



Certificate No: NHCG-825

EXPIRATION DATE: 08/31/2022

State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

Certified General Appraiser

ISSUED TO: DONALD S WELINSKY



Certificate No:
NHCG-825

EXPIRATION DATE:
08/31/2022

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

Donald S. Welinsky, MAI

APPRAISAL & ADVISORY CONSULTANTS

August 25, 2020

Paul Coddington, JD
Chief of Administration
Bureau of Right-of-Way
NH Department of Transportation
John O. Morton Building
7 Hazen Drive, Room 100
Concord, NH 03302

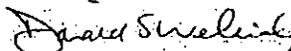
Dear Attorney Coddington,

Attached are the requested documents:

- ! "Certificate of Good Standing" (attached)
- ! Operate as a sole proprietor
- ! Insurance certificates (attached)
 - Errors and Omissions
 - General Liability
 - Automobile
- ! NH Certified General Appraisal License NHCG-825 (attached)
 - Expires 8/31/2022
- ! There has never been a disbarment of Donald S. Welinsky in any category anywhere
- ! Expert testimony is charged at \$250 per hour
- ! Business Name: Donald S. Welinsky, MAI d.b.a. Appraisal and Advisory Consultants
 - Physical Address: 15 Cross Street, Marshfield, MA 02050
 - Mailing Address: Post Office Box 708, Marshfield, MA 02050

Please advise if additional information is required.

Very truly yours,



Donald S. Welinsky, MAI
New Hampshire Certified General
Appraiser NHCG-825



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

MAY 05 '20 12:41 PM



William Cass, P.E.
Assistant Commissioner

Jan.
5A

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

Bureau of Right-of-Way
April 14, 2020

REQUESTED ACTION

The Department of Transportation wishes to place this item on the Consent Calendar.

Authorize the Department of Transportation to amend an item approved on April 17, 2019, item #44A, by increasing the number of appraisal firms from eight to nine with the addition of Marsha M. Campaniello dba MMC Appraisal Services (Vendor #317195) of Concord, NH, to prepare appraisals for property needed for transportation projects effective upon Governor and Council approval through April 17, 2024. No new funding is required.

EXPLANATION

The purpose of this request is to enter into contract with one additional appraisal firm to expand the pool of contracted appraisers in the Statewide Acquisition Program. A previously approved Governor and Council item authorized eight appraisal firms, for a total cost of \$1,500,000.00 dollars (approved by Governor and Council on April 17, 2019, item #44A). This request will authorize one additional firm that has since expressed interest, expanding the scope of available firms to a total of nine firms that could be engaged on short notice to complete appraisal assignments associated with transportation improvement projects. This will not increase the monetary amount previously approved or the terms of the previously approved contracts.

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

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

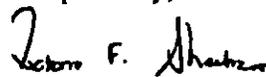
With Governor and Council approval, MMC Appraisal Services will serve in a pool of appraisers to provide appraisal services on an "as needed" basis. When an appraisal is required, the approved firms will be considered relative to the scope of the assignment, their capacity to perform in a timely fashion,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

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

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

Authorization is respectfully requested to enter into contract with the additional firm listed above to complete appraisal assignments for the statewide acquisition program to expire April 17, 2024 as outlined above.

Respectfully,



Victoria F. Sheehan
Commissioner

VFS/SGL/pfc
Attachments

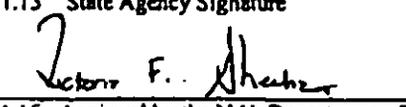
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address PO BOX 483 7 HAZEN DRIVE CONCORD NH 03302	
1.3 Contractor Name MARSHA M. CAMPANIELLO dba MMC APPRAISAL SERVICES		1.4 Contractor Address 5 PARTRIDGE ROAD CONCORD NH 03301	
1.5 Contractor Phone Number (603) 490-1427	1.6 Account Number 317195	1.7 Completion Date April 17, 2024	1.8 Price Limitation \$1,500,000.00*
1.9 Contracting Officer for State Agency VICTORIA F. SHEEHAN, Commissioner		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 4/1/2020		1.12 Name and Title of Contractor Signatory Marsha M. Campaniello, Principal	
1.13 State Agency Signature  Date: 4/29/2020		1.14 Name and Title of State Agency Signatory Victoria Sheehan, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Ann B. Greenstein On: 4/30/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

Contractor Initials **MMC**
Date **4/1/2020**

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not

Contractor Initials: MMC
Date: 9/1/2020

be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A

ACT 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 & After Fee</u>
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N/A

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

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 MMC APPRAISAL SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on April 24, 2019. 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: 818629

Certificate Number: 0004877649



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2020.

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

William M. Gardner
Secretary of State

MMC APPRAISAL SERVICES

5 Partridge Road
Concord, NH 03301
Telephone (603) 490-1427

March 27, 2020

Paul F. Coddington, JD
Chief of Administration
Bureau of Right-of-Way
NH Department of Transportation
John O. Morton Building
7 Hazen Drive, Room 100
Concord, NH 03302-0483

Re: Marsha M. Campaniello
DBA MMC Appraisal Services

Dear Paul,

Per your request, I am submitting this letter identifying my business as a sole proprietorship and therefore it is not necessary for me to submit a Certificate of Vote authorizing the company to bid on contracts with the state.

Regards,



Marsha Campaniello
Owner
MMC Appraisal Services

Policy Number: MWH00001020508
 Billing Type: 4 Pay



Homeowners Policy Declarations Page
 Form 6288 (02-08)

Amendment Declarations Page for policy number: MWH00001020508
 Reason: effective 06/26/2019.

Policy Period: 05/23/2019 to 05/23/2020 12:01 a.m. standard time at the insured property location.

Named Insured's Mailing Address	Insured Property Location	Policy Agency
MARSHA CAMPANIELLO 5 PARTRIDGE RD CONCORD, NH 03301	5 PARTRIDGE RD CONCORD, NH 03301	BELLOWS-NICHOLS AGENCY, INC. PO BOX 299 PETERBOROUGH, NH 03458 (603) 924-7155

Deductible: \$1,000.00 In case of Loss under Section I, we cover only that part of the loss over the deductible stated.

Credits - You qualify for the discounts listed below:

LOSS FREE CREDIT	DEDUCTIBLE ADJUSTMENT
PREMISES ALARM/FIRE PROTECTION - PROTECTIVE DEVICES	
*These discounts are included in your policy premium	

Coverage	Coverage Limit	Premium
Section I - Property		
COVERAGE A - DWELLING	\$293,000	\$630.00
COVERAGE B - OTHER STRUCTURES	\$28,224	Included
COVERAGE C - PERSONAL PROPERTY	\$205,000	Included
COVERAGE D - LOSS OF USE	\$59,000	\$2.00
Section II - Liability		
COVERAGE E - PERSONAL LIABILITY	\$500,000	Included
COVERAGE F - MEDICAL PAYMENTS COVERAGE	\$5,000	Included
Additional Coverages		
IDENTITY THEFT RESOLUTION SERVICE, MW 06 11/2009		Included
LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE, HO 04 31 04/2002		Included
IDENTITY FRAUD, HO 04 55 03/2003		\$35.00
INFLATION GUARD, MW-243-04/1984		Included
ADDITIONAL INSURED - RESIDENCE PREMISES, MW-41-04/1984		Included
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE, MW-90 04/1984		\$3.00
Total Annual Premium		\$670.00

Date Processed: 07/02/2019



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 1, 2020

MARSHA M. CAMPANELLO
5 PARTRIDGE RD
CONCORD NH 03301

Policy Information:

Policy Number:	72 SBM AF9NJT
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Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,

Your Hartford Service Team

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Designated Person Or Organization

- a. The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations; or
 - (2) In connection with your premises owned by or rented to you.
- b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".



Policy Change: Business Owner's Policy

Policy Number: 72 SBM AF9NJT

Policy Period: 03/27/2020 to 03/27/2021

Named Insured and Mailing Address:

Marsha M. Campaniello,
MMC APPRAISAL SERVICES,
5 PARTRIDGE RD,
CONCORD, NH 03301-7886

Policy Change Number: 1

Policy Change Effective Date: 04/14/2020,
Effective hour is the same as stated in the
Declarations Page of the Policy.

Coverage Parts Affected:

Common
Liability

Insurer:

Hartford Underwriters Insurance Company, a
property and casualty company of The
Hartford

One Hartford Plaza, Hartford, CT 06155

Name of Agent/Broker:

LIA ADMINISTRATORS & INS SERVICES
PO BOX 1319
SANTA BARBARA, CA 931021319

Code: 72255332

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is an additional premium in the amount of **\$22**

*Price is subject to fees and surcharges

Countersigned by:

Susan J. Castaneda

04/14/2020

Authorized Representative

Date



Policy Change: Business Owner's Policy

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common
SL 30 42 10 18	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION	Liability

The following Additional Insured has been added as an Additional Insured - Designated Person or Organization.

Additional Insured Name
State of New Hampshire Department of Transportation

Premium associated with this Policy Change has pro rata factor 0.950.



LIA Administrators & Insurance Services



ASPEN

APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS - NEW HAMPSHIRE

Aspen American Insurance Company

(Referred to below as the "Company")

590 Madison Avenue, 7th Floor
New York, NY 10022
877-245-3510

Date Issued	Policy Number	Previous Policy Number
3/31/2020	AAI010071-01	

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.

1. Customer ID: 170611 Named Insured: MMC APPRAISAL SERVICES Martha M. Campaniello 5 Partridge Rd Concord, NH 03301	
2. Policy Period: From: 03/27/2020 To: 03/27/2021 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1000 Each Claim	
4. Retroactive Date: 03/27/2020	
5. Inception Date: 03/27/2020	
6. Limits of Liability: A. \$500,000 Each Claim B. \$500,000 Aggregate Subpoena Response: \$5,000 Supplemental Payment Coverage Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage Disciplinary Proceeding: \$7,500 Supplemental Payment Coverage Loss of Earnings: \$500 per day Supplemental Payment Coverage	

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):

Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Residential Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	(If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)

8.	Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101
9.	Annual Premium: \$871.00
10.	Forms attached at issue: LIA002 (04/19) LIA NH (09/19) LIA012 (05/19) LIA122 (05/19) LIA164 (05/19)

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.

03/31/2020

Date



By

Authorized Representative

Product Information

LIA Administrators & Insurance Services

Name of Authorized Agent Broker: Robert C. Wiley

Address: 1600 Anacapa Street Santa Barbara, CA 93101

Appraisal, Valuation and Property Services Professional Liability Insurance Policy

Named Insured: MMC APPRAISAL SERVICES
Marsha M. Campanicillo

Policy Number: AAJ010071-01
Effective Date: 03/27/2020
Customer ID: 170611

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PROFESSIONALS 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
Marsha M. Campanicillo	03/27/2020

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

BELLOWS-NICHOLS AGCY
PO BOX 299
PETERBOROUGH, NH 03458

PROGRESSIVE
AUTO

MARSHA CAMPANIELLO
5 PARTRIDGE RD
CONCORD, NH 03301

Policy Number: 31626851

Underwritten by:

Progressive Northern Insurance Co

March 27, 2020

Policy Period: Dec 16, 2019 - Dec 16, 2020

Page 1 of 2

1-603-924-7155

BELLOWS-NICHOLS AGCY

Contact your agent for personalized service.

progressiveagent.com

Online Service

Make payments, check billing activity, update
policy information or check status of a claim.

1-800-274-4499

To report a claim.

Auto Insurance Coverage Summary

This is a copy of your
Declarations Page

Your coverage began on December 16, 2019 at 12:01 a.m. This policy expires on December 16, 2020 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form 9611A NH (12/15). The contract is modified by form A233 NH (03/17).

Drivers and resident relatives

	Date of birth	Gender	Marital status
Marsha Campaniello	May 12, 1952	Female	Single
Additional information:	Named insured, rated		

Outline of coverage

2017 TOYOTA PRIUS 4 DOOR SEDAN

VIN: JTDKARFU3H3535273

Garaging ZIP Code : 03301 Territory: 28

Primary use of the vehicle: Commute

Length of vehicle ownership when policy started or vehicle added: At least 1 month but less than 1 year

This vehicle is currently enrolled in the SnapshotSM Program.

	Limits	Deductible	Premium
Liability To Others			\$199
Bodily Injury and Property Damage Liability	\$500,000 combined single limit each accident		
Uninsured/Underinsured Motorist	\$500,000 combined single limit each accident		18
Medical Payments	\$10,000 each person		20
Comprehensive	Actual Cash Value	\$100	33
Collision	Actual Cash Value	\$500	206
Rental Reimbursement	up to \$40 each day/maximum 30 days		18
Roadside Assistance			10
Total 12 month policy premium			\$504.00

Premium discounts

Policy

31626851

Five-Year Accident Free, Five-Year Claim Free, Home Owner, Continuous
Insurance: Diamond, Paperless, Paid In Full and Three-Year Safe Driving

Vehicle

2017 TOYOTA
PRIUS

Smart Technology Discount and Snapshot Driving

Smart Technology Discount SM is a service mark of Progressive Casualty Ins. Co.

Company officers



Secretary

For company use only

Year	Make	Model	VIN	Make	Model	Style	Auxiliary
2017	TOYOTA	PRIUS	JTDKARFU3H3535273	TY	PR	44	XX

**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:

2020 – Present	MMC APPRAISAL SERVICES Concord, NH
2002 – 2020	MMC APPRAISAL SERVICES, affiliated with FREMEAU APPRAISAL, INC. Manchester, New Hampshire
1994 – 2002	EASTPOINT TECHNOLOGIES, LLC Bedford, New Hampshire
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

Professional Experience (Cont'd):

1983 – 1990

GRANITE BANK
Peterborough, New Hampshire

1975 – 1977

KIEL AND FREEMAN, ATTORNEYS AT LAW
Springfield, Vermont

Affiliations

2006 - Present

Investment Real Estate Roundtable – Member

Qualified Expert Witness (Testimony & Depositions)

- Hillsborough County Superior Court
 - Roberts, et al v. Roberts, et al – Mediation Expert Witness
- Merrimack County Family Court
 - Sanborn and Bart – Court Testimony
- Merrimack County Superior Court
 - So. NH University v. Altenburg, et al – Mediation Expert Witness
 - Mulligan v. Town of Henniker – Court Testimony
- Middlesex County (Mass.) Superior Court
 - Levesque, et al v. Dram Cup Hill, Inc. et al – Court Testimony
- 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
- Zoning Board of Adjustment – Hearing Testimony
 - Aquarion Water Co./Eversource v. Town of Hampton
 - US Cellular v. Town of North Hampton
 - Industrial Communications v. Town of Epping
 - Industrial Communications v. Town of East Kingston
- 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 Re: Tax Abatement
 - NH Sportsplex v. Town of Bedford
- US District Court (NH)
 - US Cellular v. Town of Bow – Declaration for Plaintiff

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: 05/31/2021

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:
05/31/2021

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

MMC APPRAISAL SERVICES

5 Partridge Road
Concord, NH 03301
Telephone (603) 490-1427

April 1, 2020

Paul F. Coddington, JD
Chief of Administration
Bureau of Right-of-Way
NH Department of Transportation
John O. Morton Building
7 Hazen Drive, Room 100
Concord, NH 03302-0483

Re: Marsha M. Campaniello
DBA MMC Appraisal Services

Dear Paul,

Please accept this as my letter of interest in becoming a vendor for the State of New Hampshire in my capacity as a real estate appraiser under the name MMC Appraisal Services.

Per your request, I am sending to you via email the following documents:

- Secretary of State - Certificate of Good Standing
- Comprehensive General Liability Policy - Declaration showing State of NH as additional insured
- Current declaration page for automobile insurance
- Homeowner's insurance policy showing Workmen's Comp endorsement
 - Although, it is my understanding that, as a sole proprietor, the Workmen's Comp insurance is not required
- Professional Liability (E&O) declaration
- Sole Proprietor letter re: waiver of vote

In addition, following are statements in fulfillment of information requirements:

1. "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 me 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.
-

2. Per diem rate for Marsha M. Campaniello is \$1,600.

Please let me know if there are any questions or concerns.

I look forward to receiving a signed contract with the State.

Regards,



Marsha Campaniello

NHCG-675

MMC Appraisal Services, Owner



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

APR08'19 PM 1:30 DAS



William Cass, P.E.
Assistant Commissioner

44A

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
- Frembeau 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
- Shurtliff 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.

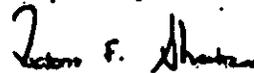
Should the Department require a second appraisal of a parcel for which appraisal services were previously utilized under this program, the assignment will be offered to the firm that previously submitted the second lowest quotation. If they are unable to accept, the third firm would be engaged.

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

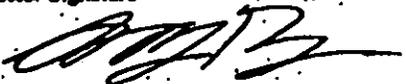
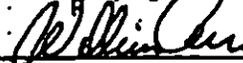
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301	
1.3 Contractor Name Bergson Commercial Appraisal (Vendor #150493)		1.4 Contractor Address 487 State Street Portsmouth NH 03801	
1.5 Contractor Phone Number 603-436-3009	1.6 Account Number 015-096-3054-046-0464 or 017-096-7507-046-0464	1.7 Completion Date 5 YEARS AFTER C&C APPROVAL	1.8 Price Limitation \$1,500,000.00*
1.9 Contracting Officer for State Agency VICTORIA F. SHEEHAN, Commissioner		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Steven Bergson Principal	
1.13 Acknowledgement: State of <u>NEW HAMPSHIRE</u> , County of <u>Rockingham</u> On <u>Feb. 19, 2017</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;"> Brandon J. Sheldon Notary Public, State of New Hampshire My Commission Expires Dec. 03, 2018 </div>	
1.13.2 Name and Title of Notary Public or Justice of the Peace Brandon Sheldon Notary			
1.14 State Agency Signature  Date: 2/26/17		1.15 Name and Title of State Agency Signatory William Cass, Asst. Commissioner	
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: Emily C. Young On: 4/1/19			
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 1.8, 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, formulas, 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:

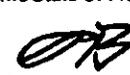
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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.

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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 _____

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2/19/19